

File: 2122-905-3

August 13, 2020

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

**RE: TENTATIVE AGREEMENT**

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On July 25, 2020, after two-and-a-half years of negotiations, the PSAC-UTE bargaining team finally reached a tentative agreement with Canada Revenue Agency. Our bargaining team unanimously recommends ratification of our new agreement.

If ratified, the settlement will improve our members' working conditions in several ways. These improvements are the product of the hard work and dedication of both our team and the membership over the course of this round of bargaining.

The duration of this new agreement is November 1, 2016, to October 31, 2021.

## **HIGHLIGHTS OF OUR TENTATIVE AGREEMENT**

### **Economic Increases**

The tentative agreement contains significant improvements to monetary compensation for members. The PSAC-UTE bargaining team successfully secured fair wage increases and wage adjustment averaging at 2.07% per year.

#### **Total economic increases with full retroactivity:**

<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
1.75%	2.25%	2.80%	2.20%	1.35%

#### **Economic increase breakdown**

PSAC-UTE members will receive the following wage increases:

<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
1.25%	1.25%	2.80%	2.20%	1.35%

In addition to those wage increases, the following wage adjustments were also obtained:

<b>2016</b>	<b>2017</b>
0.50%	1.00%

### **Lump sum payments**

- A one-time lump sum payment of \$400 to each employee in the bargaining unit on the date of signing of the collective agreement
- A one-time payment of \$500 in recognition of the extended collective agreement implementation deadline and an additional \$50 for every subsequent 90-day delay

## **DETAILED SUMMARY OF THE TENTATIVE AGREEMENT REACHED ON JULY 25, 2020**

### **ARTICLE 2 – INTERPRETATION AND DEFINITIONS**

Inclusion of step-brother, step-sister, daughter-in-law and son-in-law in the definition of family.

### **ARTICLE 3 – APPLICATION**

Language on the use of gender in the collective agreement.

### **ARTICLE 10 – INFORMATION**

Expansion of bargaining unit information to be provided to union on a quarterly basis.

### **ARTICLE 12 – USE OF EMPLOYER FACILITIES**

Language added to specify that permission of PSAC staff to access Employer premises will not be unreasonably denied.

### **ARTICLE 14 – LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS**

New Leave for an employee who is elected as a full-time official of the Alliance.

Union member participation is collective bargaining and certain Labour Board proceedings no longer subject to operational requirements.

### **ARTICLE 28 – OVERTIME**

New language specifying that the Employer will continue to allocate overtime equitably and endeavour to assign overtime to members within the same classification.

Meal reimbursement increased to \$12 from \$10.50.

### **ARTICLE 32 – TRAVELLING TIME**

Expansion of travelling time eligible for overtime pay from twelve to fifteen hours.

### **ARTICLE 33 – LEAVE – GENERAL**

Inclusion of “granted” and “fiscal year”.

### **ARTICLE 34 – VACATION LEAVE WITH PAY**

Inclusion of “earned pay”.

Increased flexibility for employees to submit vacation leave requests. The employer must now respond to employee vacation leave requests within fifteen days.

Expansion in the definition of a situation where the vacation leave that can be displaced or reinstated.

Amendment to ensure that if an employee takes or has taken severance pay all service within the public service shall still count toward the calculation of vacation leave.

#### **ARTICLE 35 – SICK LEAVE WITH PAY**

Inclusion of “earned pay”.

#### **ARTICLE 38 – MATERNITY LEAVE WITHOUT PAY**

##### **Repayment formula**

Addition of Schedule V of the Act, which allows mobility between the core public administration and 26 other separate agencies, including the Canada Revenue Agency, the Canadian Food Inspection Agency, Parks Canada and the National Research Council, without an obligation to repay allowances. This change gives more flexibility to parents who wish to change positions within the federal public service.

##### **Additional week under the EI Act**

Where an employee has received full 15 weeks of maternity benefits under EI, they can receive one additional week at ninety-three percent (93%) of their weekly rate of pay.

#### **ARTICLE 39 – MATERNITY-RELATED REASSIGNMENT OR LEAVE**

Increase in maternity reassignment leave qualification from 24 to 78 weeks following birth.

#### **ARTICLE 40 – PARENTAL LEAVE WITHOUT PAY**

##### **Extended parental leave without pay**

For parents covered by EI and the QPIP - Introduction of extended parental leave without pay for 86 weeks, with no impact on the five-year limit in Article 41.

##### **Additional week under the EI Act**

Where an employee has received the full parental benefits under EI they can receive one additional week at ninety-three percent (93%) of their weekly rate of pay.

If both parents work in the public service and they have divided the full 40 weeks of parental leave, one of the two parents can receive one additional week.

##### **Additional weeks under the QPIP**

If both adoptive parents work in the public service and they have divided the full 37 weeks of adoption leave, one of the two parents can receive the two additional weeks; and, if both biological parents work in the public service and they take all 32 weeks of the parental leave as well as the 5 weeks of paternity leave, one of the two parents can receive two additional weeks.

### **Change in the number of weeks with allowance**

New maximum of 57 weeks per couple with 93% allowance. This will allow for the inclusion of five paternity weeks, under the QPIP, where both parents work in the public service and the inclusion of five or eight new weeks of parental leave under the Employment Insurance Act, where both parents work in the public service.

### **Under the EI Act – Parental allowance for extended leave**

Parents covered by EI over the new extended leave period will be eligible for a supplementary allowance equivalent to 55.8% of their weekly rate of pay.

### **Repayment formula**

Addition of Schedule V of the Act, which allows mobility between the core administration and 26 other separate agencies, including the Canada Revenue Agency, the Canadian Food Inspection Agency, Parks Canada and the National Research Council, without an obligation to repay allowances. This change gives more flexibility to parents who wish to change positions within the federal public service.

## **ARTICLE 41 – LEAVE WITHOUT PAY FOR THE CARE OF FAMILY**

Expansion of leave provision to include care of a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

## **ARTICLE 42 – LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES**

Expansion of leave provision to include care of a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

Removal of the 7.5 hours cap for the employee to use family-related responsibilities leave to attend school functions.

## **ARTICLE 43 – LEAVE WITHOUT PAY FOR PERSONAL NEEDS**

New ability to take a leave without pay for personal needs twice instead of once during the employee's total period of employment in the public service.

## **ARTICLE 46 – BEREAVEMENT LEAVE WITH PAY**

Bereavement leave was formerly for seven consecutive calendar days. Now an employee can split it into two periods so that they can access some days at the time of death and other days at a later period (but within 12 months) for the purpose of attending a memorial or ceremony.

Expansion of leave provision to include one-time bereavement leave for a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

## **ARTICLE 48 – PERSONNEL SELECTION LEAVE**

Expansion of leave with pay for employees involved in staffing processes.

## **ARTICLE 53 – LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

### **53.04 Compassionate Care Leave**

New Caregiving Leave provisions that include the three types of leave provided for under EI:

- Compassionate Care Benefits
- Family Caregiver Benefits for Children
- Family Caregiver Benefits for Adults

The leave is for the same duration as stipulated in EI and includes the applicable waiting period. Leave granted under this clause shall count towards severance pay, vacation leave and pay increments.

## **ARTICLE 64 – DURATION**

The new agreement, if ratified by the membership, will expire on October 31, 2021.

## **NEW ARTICLE – CALL-CENTRE EMPLOYEES**

For the first time, the collective agreement establishes minimum standards of work for our members who work in call centres. This breakthrough provides five consecutive minutes off the phone per hour for these employees. In addition, the employer has agreed that call monitoring is to be used for guidance and feedback.

## **NEW ARTICLE – DOMESTIC VIOLENCE LEAVE**

New 75 hours of annual leave for employees who are subject to domestic violence.

## **APPENDIX C – WORKFORCE ADJUSTMENT**

Changes to workforce adjustment that represent the most significant improvements since it was first signed as an appendix in the collective agreement:

- Reduction involuntary layoffs by allowing volunteers to come forward to leave the public service during times of workforce adjustment;
- Improvements to the alternation process;
- More union involvement, ensuring employees have the right to union representation during a WFA;
- Improvements to the monetary provisions, including the education allowance, the counselling allowance, and the transition support measure.

## **APPENDIX E – IMPLEMENTATION**

Language detailing the implementation of the collective agreement including a \$500 allowance payable within one-hundred and eighty (180) days of signature, in recognition of extended implementation timeframes and the significant number of transactions that have not been entered in the pay system and a subsequent \$50 allowance for every subsequent complete period of ninety (90) days their collective agreement is not implemented.

### **(NEW) APPENDIX – MEMORANDUM OF UNDERSTANDING WITH RESPECT TO CALL MONITORING IN CRA CALL CENTRES**

A new joint union-management committee is to be established to ensure that fair and transparent guidelines are put in place with respect to call monitoring in CRA call centres.

### **(NEW) APPENDIX – MEMORANDUM OF UNDERSTANDING WITH RESPECT TO SCHEDULING OF HOURS OF WORK IN CRA CALL CENTRES**

New scheduling process where the Employer must now solicit volunteers for evening work during tax season and distribute such hours to volunteers on an equitable basis.

### **OUTSIDE THE COLLECTIVE AGREEMENT– MEMORANDUM OF UNDERSTANDING WITH RESPECT TO UNION ACCESS TO CRA WORKPLACES**

Written commitment from the CRA to continue discussions with the union on the issue of union access to the workplace.

### **OUTSIDE THE COLLECTIVE AGREEMENT– MEMORANDUM OF UNDERSTANDING WITH RESPECT TO THE PRINTING OF THE COLLECTIVE AGREEMENT**

The parties agree to meet over the life of this Agreement to discuss the potential environmental impacts of the printing of paper copies of the collective agreement.

### **OUTSIDE THE COLLECTIVE AGREEMENT – MEMORANDUM OF UNDERSTANDING ON INCENTIVES FOR THE RECRUITMENT AND RETENTION OF COMPENSATION ADVISORS**

Extension of previous incentives for SP-04, SP-05 and SP-06 working at the Compensation Client Service Centres and performing duties that are directly linked to pay operations and transactions at the Agency.

**Housekeeping changes** to numerous articles to correct references, titles and typos. Deletion of provisions which are no longer applicable, including Marriage Leave, Appendix D and Appendix G. Amendments to include gender neutral language throughout the agreement. Creation of a new Appendix to archive provisions for the elimination of severance pay for voluntary separation.

Your Bargaining Team, consisting of:

Adam Jackson  
Jamie vanSydenborgh  
Brian Oldford  
Gary Esslinger  
Greg Krokosh  
Eddy Aristil  
Michelle Neill  
Cosimo Crupi  
Morgan Gay (PSAC Negotiator)  
Pierre-Samuel Proulx (PSAC Senior Research Officer)  
Shane O'Brien (UTE Senior Labour Relations Officer)

unanimously recommends this tentative agreement.

In Solidarity,



Chris Aylward  
National President, PSAC

c.c.: National Board of Directors  
Regional Political Action and Communication Officers  
Negotiations Section  
Amarkai Laryea, A/Director, Representation and Legal Services Branch  
Regional Coordinators  
Fraser McDonald, Supervisor, Membership Administration  
Chantal Fréchette, Administrative Assistant, Membership Administration  
Dale Robinson, Strike Mobilization Project Officer  
Kelly Greig, Member Information Advisor  
Ratification Kit Binder (Negotiations Section)

## **PROGRAM DELIVERY AND ADMINISTRATIVE SERVICES GROUP**

In collective bargaining to renew the collective agreement expiring October 31, 2016, the Canada Revenue Agency and the Public Service Alliance of Canada, agree to the following:

1. All items previously agreed to and signed are included in this settlement agreement.
2. All proposals by either party not part of this settlement agreement are withdrawn without prejudice.
3. Any existing article not specifically amended or deleted by this settlement agreement is renewed.
  - Appendices D and G will not be renewed and are, therefore, deleted.
4. Any changes to wording and to the numbering of provisions in the agreement for editorial or concordance reasons will be made by mutual consent of the parties.
5. The PSAC-UTE agree to unanimously recommend the ratification of this tentative agreement.
6. Implementation of the provisions for Article 38 – Maternity Leave without pay will be in effect as of the date of signature of the collective agreement.
7. Implementation of the provisions for Article 40 – Parental Leave without pay will be in effect as of the date of signature of the collective agreement.
8. The parties agree to the following amendments:



## **APPENDIX A**

**Amounts in respect of the period prior to the implementation date will be paid as a retroactive payment, in accordance with Appendix “E” – Memorandum of Understanding with Respect to Implementation of the Collective Agreement**

### **Economic Increase**

Effective November 1, 2016 – **1.25%** to all levels and steps

Effective November 1, 2017 – **1.25%** to all levels and steps

Effective November 1, 2018 – **2.8%** to all levels and steps

Effective November 1, 2019 – **2.2%** to all levels and steps

Effective November 1, 2020 – **1.35%** to all levels and steps

### **Wage adjustment**

Effective November 1, 2016, a wage adjustment of **0.50%** applicable to all groups and levels

Effective November 1, 2017, a wage adjustment of **1.00%** applicable to all groups and levels

## APPENDIX "A"

### Pay notes for all occupational groups:

3.
  - a. ~~Effective the date of signing of this collective agreement, and on a go forward basis, a~~An indeterminate employee who is required to act at a higher occupational group and level 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. ~~Effective the date of signing of this collective agreement, and on a go forward basis, For the purpose of defining when a~~An indeterminate employee will be entitled to go to the next salary increment of the acting position, "cumulative" means all periods of acting with the CRA at the same occupational group and level.

### Transitional provisions

~~For employees who are acting on the date of signing of this collective agreement and whose acting period meets the previous threshold of six (6) weeks or more, the full period of acting service will continue to count as "cumulative" service.~~

~~For employees who are acting on the date of signing of this collective agreement and whose acting period, as of that date, did not meet the previous threshold of six (6) weeks or more, only the acting service from the date of signing of this collective agreement onward will count as "cumulative" service.~~

### Pay adjustment

4. Subject to Article 64, employees will receive an economic increase in salary of ~~1.75% on November 1, 2012, 2.0% on November 1, 2013, 1.0% on November 1, 2014, 1.0% on November 1, 2015.~~ **1.25% on November 1, 2016, 1.25% on November 1, 2017, 2.8% on November 1, 2018, 2.2% on November 1, 2019, 1.35% on November 1, 2020.**

## ARTICLE 2

### DEFINITION OF FAMILY

“family” (famille) except where otherwise specified in this agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, **step-brother, step-sister**, spouse (including common-law partner spouse resident with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandchild, father-in-law, mother-in-law, **daughter-in-law, son-in-law**, grandparents and relative permanently residing in the employee’s household or with whom the employee permanently resides.

## **ARTICLE 3**

### **APPLICATION**

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

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

**3.03 In this Agreement, expressions referring to employees or the masculine or feminine gender, are meant for all employees, regardless of their gender.**

## ARTICLE 12

### USE OF EMPLOYER FACILITIES

12.03 A duly accredited representative of the Alliance may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance, and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer. **Such permission shall not be unreasonably withheld.**

## **ARTICLE 14**

### **LEAVE WITHOUT PAY FOR ELECTION TO AN ALLIANCE OFFICE**

**14.14 The Employer will grant leave without pay to an employee who is elected as a full-time official of the Alliance within one (1) month after notice is given to the Employer of such election. The duration of such leave shall be for the period the employee holds such office.**

## ARTICLE 28

### OVERTIME

#### 28.03 Assignment of Overtime Work

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

**and**

**(b) endeavour to allocate overtime work to employees at the same group and level as the position to be filled.**

~~(b)~~ **(c) The Employer shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work,** Except in cases of emergency, call-back or mutual agreement with the employee, ~~the Employer shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.~~

#### 28.08 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 (1) meal in the amount of ~~ten dollars and fifty cents (\$10.50)~~ **twelve dollars (\$12.00)** except where free meals are provided.

(b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one (1) additional meal in the amount of ~~ten dollars and fifty cents (\$10.50)~~ **twelve dollars (\$12.00)** for each additional four (4) hour period of overtime worked thereafter, except where free meals are provided.

## ARTICLE 32

### TRAVELLING TIME

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

- (a) on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day;
- (b) on a normal working day on which the employee travels and works, the employee shall be paid:
  - i. his regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours, and
  - ii. at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed ~~twelve (12)~~ **fifteen (15)** hours' pay at the straight-time rate of pay;
- (c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours traveled to a maximum of ~~twelve (12)~~ **fifteen (15)** hours' pay at the straight-time rate of pay.



## ARTICLE 33

### LEAVE-GENERAL

33.08 An employee shall not earn **or be granted** leave credits under this Agreement in any month **nor in any fiscal year** for which leave has already been credited **or granted** to ~~him or her~~ **the employee** 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 34

### VACATION LEAVE WITH PAY

#### 34.02

(a) An employee shall earn vacation leave credits for each calendar month during which ~~they he or she receives~~ **earn** pay for either ten (10) days or seventy-five (75) hours **at the rates outlined in 34.02(c), following rate:**

(b) **For the purposes of this clause, a day spent on leave with pay shall count as a day where pay is 'earned'.**

(c)

- i. 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;
- ii. ten decimal six two five (10.625) hours commencing with the month in which the employee's seventh (7th) anniversary of service occurs;
- iii. twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- iv. thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- v. fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- vi. fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- vii. seventeen decimal five (17.5) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
- viii. eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;

#### 34.03

a. For the purpose of clause 34.02 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave ~~except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is re-appointed to the public service within one (1) year following the date of lay-off. For greater certainty, severance termination benefits taken under clauses 61.04 to 61.07, or similar provisions in other collective agreements, do not reduce the calculation of service for employees who have not left the public service.~~

## ARTICLE 35

### SICK LEAVE WITH PAY

#### 35.01

a. An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which the employee ~~receives~~ **earns** pay for at least ten (10) days.

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

c. **For the purposes of this clause, a day spent on leave with pay shall count as a day where pay is 'earned'.**

## ARTICLE 38

### MATERNITY LEAVE WITHOUT PAY

#### 38.02 Maternity Allowance

(a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that ~~she~~ **they**:

~~(i) has~~ **have** completed six (6) months of continuous employment before the commencement of ~~her~~ **their** maternity leave without pay,

(ii) provides the Employer with proof that ~~she has~~ **they have** applied for and is in receipt of maternity benefits pursuant to ~~section 22 of~~ the Employment Insurance Act, or Quebec Parental Insurance Plan, in respect of insurable employment with the Employer, and

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

- A. ~~She~~ **they** will return to work **within the federal public administration, as specified as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act**, on the expiry date of ~~her~~ **their** maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
- B. following ~~her~~ **their** return to work, as described in section (A), ~~her~~ **they** will work for a period equal to the period ~~she was~~ **they were** in receipt of the maternity allowance;
- C. should ~~she~~ **they** fail to return to work in accordance with section (A), or should ~~she~~ **they** 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:~~ **for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, they will be indebted to the Employer for an amount determined as follows:**

**(allowance received) x (remaining period to be worked following her  
return to work) [total period to be worked as specified in (B)]**

**however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A), within a period of ninety (90) days or less is not indebted for the amount if their new period of employment is sufficient to meet the obligations specified in section (B).**

A. ~~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 percent (93%) of ~~her~~ **their** 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, EI or Quebec Parental Insurance Plan,~~ maternity benefit ~~she is~~ **they are** eligible to receive and ninety-three percent (93%) of ~~her~~ **their** 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~~ **they** would have been eligible if no extra monies had been earned during this period.;

**and**

(iii) where an employee has received the full fifteen (15) weeks of maternity benefit under **EI** and thereafter remains on maternity leave without pay, they are eligible to receive a further maternity allowance for a period of one (1) week at ninety-three percent (93%) of her weekly rate of pay for each week (and the recruitment and retention "terminable allowance", if applicable), less any other monies earned during this period.

(d) At the employee's request, the payment referred to in subparagraph 38.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of ~~Employment Insurance 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~~ **they** 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~~ **they are** 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~~ **they were** 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.

## ARTICLE 39

### MATERNITY-RELATED REASSIGNMENT OR LEAVE

39.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the ~~twenty-fourth (24th)~~ **seventy-eighth (78)** week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the fetus or child.

39.05 Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than ~~twenty-four (24)~~ **seventy-eight (78)** weeks after the birth.

## ARTICLE 40

### PARENTAL LEAVE WITHOUT PAY

#### 40.01 Parental leave without pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for **either**:
- i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period **(standard option)**,
  - or
  - ii. **a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option)**,

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 **either**:
- i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period **(standard option)**,
  - or
  - ii. **a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option)**,

beginning on the day on which the child comes into the employee's care.

- (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 the paragraphs (a) and (b) above may be taken in two 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~~ **their** 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 birth of the employee's child (including the child of a common-law partner), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).



- (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.

#### 40.02 Parental Allowance

**Under the Employment Insurance (EI) benefits plan, parental allowance is payable under two options, either:**

- Option 1: standard parental benefits, 40.02 paragraphs (c) to (k), or**
- Option 2: extended parental benefits, 40.02 paragraphs (l) to (t).**

**Once an employee elects the standard or extended parental benefits and the weekly benefit top up allowance is set, the decision is irrevocable and shall not be changed should the employee return to work at an earlier date than that originally scheduled.**

**Under the Québec Parental Insurance Plan (QPIP), parental allowance is payable only under Option 1: standard parental benefits.**

#### **Parental Allowance Administration**

- (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) **or (l) to (r)**, providing ~~he or she~~ **they**:
  - (i) ~~has~~ **have** completed six (6) months of continuous employment before the commencement of parental leave without pay,
  - (ii) provides the Employer with proof that ~~he or she~~ **they have** applied for and is in receipt of parental benefits pursuant to section 23 of the Employment Insurance Act, or parental, paternity or adoption benefits under the Québec Parental Insurance Plan (**QPIP**), in respect of insurable employment with the Employer, and
  - (iii) ~~has~~ **have** signed an agreement with the Employer stating that:
    - A. the employee will return to work **within the federal public administration as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act** on the expiry date of ~~his or her~~ **their** 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~~ **their** 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 **standard** parental allowance, in addition to the period of time referred to in section 38.02 (a)(iii)(B), if applicable. **Where the employee has elected the extended**

parental allowance, following their return to work, as described in section (A), the employee will work for a period equal to sixty percent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 38.02(a)(iii)(B), if applicable;

C. should ~~he or she~~ **the employee** fail to return to work in accordance with section (A) or should ~~he or she~~ **they** 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:~~

**for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, the employee will be indebted to the Employer for an amount determined as follows:**

**(allowance received) x (remaining period to be worked following her return to work) [total period to be worked as specified in (B)]**

**however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A), within a period of ninety (90) days or less is not indebted for the amount if their new period of employment is sufficient to meet the obligations specified in section (B).**

~~C. 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 fulfills the obligations specified in section (B);~~

~~(v) having become disabled as defined in the Public Service Superannuation Act; or~~

~~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).

## Option 1 – Standard parental allowance

(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 percent (93%) of his or her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;~~  
**where an employee on parental leave without pay as described in 40.01(a)(i) and (b)(i), has elected to receive Standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for the waiting period, less any other monies earned during this period;**

~~(ii) for each week in respect of which the employee receives parental, adoption or paternity benefits, pursuant to section 23 of the under the Employment InsuranceEI Plan Act, or parental, paternity or adoption benefits under the Quebec Parental Insurance PlanQPIP, they are eligible to receive the difference between ninety-three per cent (93%) of their weekly rate (and the recruitment and retention “terminable allowance” if applicable) and the parental, adoption or paternity benefits, less any other monies earned during this period which may result in a decrease in their parental, adoption or paternity benefits to which they would have been eligible if no extra monies had been earned during this period; the gross weekly amount of the Employment Insurance parental or the Quebec Parental Insurance Plan parental, paternity or adoption benefits he or she is eligible to receive and ninety-three percent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance or Quebec Parental Insurance Plan benefits to which he or she would have been eligible if no extra monies had been earned during this period;~~

~~(iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity under QPIP for the same child and either employee thereafter remains on parental leave without pay, under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three percent (93%) of her their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period.~~

**(iv) where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under QPIP for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period;**

**(v) where an employee has received the full thirty-five (35) weeks of parental benefit under the EI Plan and thereafter remains on parental leave without pay, they are**

eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 38.02(c)(iii) for the same child;

- (vi) where an employee has divided the full forty (40) weeks of parental benefits with another employee under the EI Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance”, if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 38.02(c)(iii) and 40.02(c)(v) for the same child.
- (d) At the employee's request, the payment referred to in subparagraph 40.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of ~~Employment Insurance (EI), or Quebec Parental Insurance Plan,~~ 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~~ **they are** required to repay pursuant to the Employment Insurance Act, or the ~~Quebec Parental Insurance Plan~~ **Act Respecting Parental Insurance in Quebec.**
- (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 **(and the recruitment and retention “terminable allowance”, if applicable)** to which the employee is entitled for the substantive level to which ~~she or he is~~ **they are** appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate **(and the recruitment and retention “terminable allowance”, if applicable)** 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, shared maternity and **standard** parental allowances payable under ~~this Collective Agreement~~ shall not exceed fifty-two ~~seven~~ (52) weeks for each combined maternity and parental leave without pay.

**Option 2 - Extended Parental Allowance:**

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

(i) where an employee on parental leave without pay as described in 40.01(a)(ii) and (b)(ii), has elected to receive extended EI parental benefits and is subject to a waiting period before receiving EI parental benefits, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance”, if applicable) for the waiting period, less any other monies earned during this period;

(ii) for each week the employee receives parental benefits under the EI Plan, they are eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of their weekly rate (and the recruitment and retention “terminable allowance”, if applicable) and the parental benefits, less any other monies earned during this period which may result in a decrease in their parental benefits to which they would have been eligible if no extra monies had been earned during this period;

(iii) where an employee has received the full sixty-one (61) weeks of parental benefits under the EI Plan and thereafter remains on parental leave without pay, they are eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance”, if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 38.02(c)(iii) for the same child;

(iv) where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the EI Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance”, if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 38.02(c)(iii) for the same child;

m. At the employee’s request, the payment referred to in subparagraph 40.02(l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.

n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that they are required to repay pursuant to the Employment Insurance Act.

**o. The weekly rate of pay referred to in paragraph (l) shall be:**

**(i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of 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 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.**

**p. The weekly rate of pay referred to in paragraph (l) shall be the rate (and the recruitment and retention "terminable allowance", if applicable) to which the employee is entitled for the substantive level to which they are appointed.**

**q. Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention "terminable allowance", if applicable), the employee was being paid on that day.**

**r. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.**

**s. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.**

**t. The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.**

## ARTICLE 41

### LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

41.01 Both parties recognize the importance of access to leave for the purpose of the care of family.

**41.02 For the purpose of this clause, “family” is defined per Article 2 and, in addition, a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.**

41.02~~3~~ An employee shall be granted leave without pay for the care of family in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave unless, because of urgent or unforeseeable circumstances, such notice cannot be given, in which event notice in writing shall be provided as soon as possible;
- (b) leave granted under this Article shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the public service;

leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

41.03~~4~~ Subject to operational requirements, an employee who has proceeded on leave without pay may change his or her return-to-work date if such change does not result in additional costs to the Employer.

41.04~~5~~ All leave taken under Leave Without Pay for the long-term Care of a Parent or Leave Without Pay for the Care and Nurturing of Children provisions of previous Program Delivery and Administrative Services collective agreements or other agreements will not count towards the calculation of the maximum amount of time allowed for care of family during an employee's total period of employment in the public service.

## ARTICLE 42

### LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

42.01

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

**(b) For the purpose of this clause, "family" is defined per Article 2 and, in addition, a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.**

42.02 Subject to clause 42.01, the Employer shall grant leave with pay under the following circumstances:

- (a) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- (b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- (c) for the care of a sick member of the employee's family who is hospitalized;
- (d) to provide for the immediate and temporary care of an elderly member of the employee's family;
- (e) for needs directly related to the birth or to the adoption of the employee's child;
- (f) to provide time to allow the employee to make alternate arrangements in the event of fire or flooding to the employee's residence;
- (g) 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 fourteen (14) and under, or to children over the age of fourteen (14) who have special needs;
- (h) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;**
- (i) seven decimal five (7.5) hours out of the forty-five (45) hours stipulated in this clause may be used:-

~~to attend school functions, if the supervisor was notified of the functions as far in advance as possible;~~  
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.



## ARTICLE 43

### LEAVE WITHOUT PAY FOR PERSONAL NEEDS

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

(a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;

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

(c) an employee is entitled to leave without pay for personal needs ~~only once~~ **twice** under each of paragraphs (a) and (b) during the employee's total period of employment in the public service. **The second period of leave under each sub-clause can be granted provided that the employee has remained in the public service for a period of ten (10) years subsequent to the expiration of the first period of leave under the relevant sub-clause.** Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.

## ARTICLE 46

### BEREAVEMENT LEAVE

**46.01** For the purpose of this article, “family” is defined per Article 2 and in addition:

- a. **A person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave under 46.01 (a) only once during the employee’s total period of employment in the public service.**

~~46.042~~ When a member of the employee's family dies, ~~an~~ **the** employee shall be entitled to a bereavement period **leave with pay. of seven (7) consecutive calendar days.** Such bereavement period **leave**, as 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.

**46.03** At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.

**46.04** When requested to be taken in two (2) periods,

- a. **The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and**
- b. **The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.**
- c. **The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.**

~~46.025~~ An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of ~~his or her~~ **their** son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

~~46.036~~ If, during a period of sick leave, vacation leave, or compensatory leave, an employee is bereaved in circumstances under which ~~he or she~~ **they** would have been eligible for bereavement leave with pay under clauses 46.01 and ~~46.025~~, the employee shall be granted bereavement leave with pay and ~~his or her~~ **their** paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

**46.047** 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 or delegated manager may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses ~~46.042~~ and ~~46.025~~.

## ARTICLE 53

### LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

#### 53.04 ~~Compassionate Care Leave~~ **Caregiving 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 (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 with 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 paragraph (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.~~

**(a) An employee who provides the Employer with proof that they are in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults shall be granted leave without pay while in receipt of or awaiting these benefits.**

**(b) The leave without pay described in paragraph 53.04(a) shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family Caregiver Benefits for Adults, in addition to any applicable waiting period.**

**(c) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been accepted.**

**(d) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been denied, paragraph 53.04(a) above ceases to apply.**

**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.**

## **NEW ARTICLE**

### **DOMESTIC VIOLENCE LEAVE**

(TO REPLACE CURRENT ARTICLE 44 MARRIAGE LEAVE AS IT WILL BE DELETED)

**44.01 For the purposes of this clause domestic violence is considered to be any form of abuse or neglect that an employee or an employee's child experiences from a family member, or someone with whom the employee has or had an intimate relationship.**

#### **44.02**

**(a) The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.**

**(b) Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence from someone with whom the employee has or had an intimate relationship shall be granted domestic violence leave in order to enable the employee, in respect of such violence:**

**i. to seek care and/or support for themselves or their dependent child in respect of a physical or psychological injury or disability;**

**ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;**

**iii. to obtain professional counselling;**

**iv. to relocate temporarily or permanently; or**

**v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.**

**(c) The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) hours in a fiscal year.**

**(d) Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.**

**(e) Notwithstanding paragraphs 44.02(b) and 44.02(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.**

## **ARTICLE 64**

### **DURATION**

64.01 This Agreement shall expire on October 31, ~~2016~~ **2021**

## **NEW ARTICLE**

### **CALL CENTRE EMPLOYEES**

XX.01 Employees working in call centres shall be provided five (5) consecutive minutes not on a call for each hour not interrupted by a regular break or meal period.

XX.02

(a) Call monitoring is intended to improve performance by providing guidance and feedback to the employee.

(b) When the Employer makes reference to a call recording, upon request, the employee will be given access to review the call recording that is being referred to.

XX.03 Coaching and development feedback resulting from call monitoring shall be provided in a timely and meaningful fashion.

## APPENDIX "C"

### WORK FORCE ADJUSTMENT APPENDIX TO PSAC COLLECTIVE AGREEMENT

#### General

##### Application

This Appendix to the collective agreement applies to all members represented by the Public Service Alliance of Canada (PSAC) for whom the Canada 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, 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 maximise employment opportunities for ~~permanent~~ **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 ~~permanent~~ **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 ~~Agency~~ **CRA** is committed to assist these employees in finding alternative employment in the public service (Schedule I ~~and~~ IV **and V** of the Financial Administration Act (FAA)).

##### Definitions

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

**Affected employee** (employé-e touché-e) – is an ~~permanent~~ **indeterminate** employee who has been informed in writing that ~~his or her~~ **their** 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)~~ **or a surplus employee who is surplus as a result of having chosen option 6.4.1(a)** 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~~ **their** official designate as per section 37(1) and (2) of the CRA Act.

**Education allowance** (indemnité d'études) – is one of the options provided to an ~~permanent~~ **indeterminate** 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 ~~recognized~~ learning institution, book and ~~mandatory~~ **relevant** equipment costs, up to a maximum of ~~ten~~ **seventeen** thousand dollars (\$107,000).

**Guarantee of a reasonable job offer** (garantie d'une offre d'emploi raisonnable) – is a guarantee of an offer of ~~permanent~~ **indeterminate** employment within the CRA provided by the Commissioner to an ~~indeterminate~~ **permanent** 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~~ **the Commissioner** 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 CRA Act and who still retains a preferred status for reappointment within the CRA under the **CRA Staffing Program 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 **Staffing** recourse to a position in the CRA for which, in the opinion of the CRA, ~~he or she~~ **the employee** is qualified. The preferred status is for a period of fifteen (15) months following the lay-off date, or following the termination date, pursuant to subsection 51(1)(g) of the CRA Act.

**Opting employee** (employé-e optant) – is an ~~permanent~~ **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 6.43 of this Appendix.

**Pay** (rémunération) – has the same meaning as "rate of pay" in this Agreement.



**Preferred Status Administration system process** (~~systeme processus~~ d'administration du statut privilégié) – a ~~system process~~ 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 allowed 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 ~~permanent~~ **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 or 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 a recognition of years of service for the definition of continuous employment and accrual of benefits, including the transfer of sick leave credits, severance pay and accumulated vacation leave credits.

**Relocation** (réinstallation) – ~~is the authorized geographic move of a surplus employee or laid-off person from one place of duty to another place of duty. The general rule on minimum distances, as per the CRA Relocation Policy, will apply.~~ **Is the authorized geographic move of a surplus employee or laid-off person from one place of duty to another place of duty located 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, is considered the minimum distances as per the CRA Relocation Policy.~~ **Is the authorized move of a work unit of any size to a place of duty located 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-e excédentaire) – is an ~~permanent~~ **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 to surplus employees to permit them to be appointed to other positions in the CRA without staffing recourse.

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

**Transition Support Measure** (mesure de soutien à la transition) – is one of the options provided to an opting employee for whom the Commissioner cannot guarantee a reasonable job offer. The Transition Support Measure is a cash payment based on the employee's years of service, as per Annex B.

**Twelve-month surplus Preferred Status period in which to secure a reasonable job offer**(statut privilégié d'employé-e excédentaire d'une durée de douze mois pour trouver une offre d'emploi raisonnable) – is one of the options provided to an opting employee 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 ~~permanent~~**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 I
- ~~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 (FAA)
- 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 PSAC, or the responsible officers in the CRA Corporate Work Force Adjustment **Section 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 ~~permanent~~ **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 ~~permanent~~ **indeterminate** employees, and on the CRA.

**1.1.3** Where appropriate, CRA shall:

(a) establish work force adjustment committees, to manage the work force adjustment situations; and

**(b) notify the PSAC of the responsible officers who will administer this Appendix.**

**1.1.4** The CRA shall establish systems to facilitate ~~redeployment~~ **appointment** 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~~ **their** 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 6.34 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, the Commissioner 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 6.43 of this Appendix, upon request of any ~~permanent~~ **indeterminate** affected employee who can demonstrate that ~~his or her~~ **their** duties have already ceased to exist.

**1.1.9** The CRA shall advise and consult with the ~~Public Service Alliance of Canada (PSAC)~~ representatives as completely as possible regarding any work force adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the PSAC the name and work location of affected employees.

**1.1.10** Where an employee is not considered suitable for appointment, the CRA shall advise in writing the employee and the PSAC, indicating the reasons for the decision together with any enclosures.

**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~~ **the employee** 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~~ **their** 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 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:

- there are no available "preferred status individuals," qualified and interested in the position being filled; or
- no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.

**1.1.18** The cost of travelling to interviews for possible appointments and of relocation to the new location shall be borne by the 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 purposes of the Travel policy, laid-off persons travelling to interviews for possible reappointment to the CRA are deemed to be "other persons travelling 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 termination; and salary protection upon lower-level appointment.

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

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**1.1.23** The CRA shall review the use of private temporary ~~employment services~~ **agency personnel**, consultants, contractors, **their use of contracted out services**, employees appointed for a specified period (terms) and all other non-~~permanent~~ **indeterminate** employees. Where practicable, the CRA shall not **engage or** re-engage such private temporary ~~employment services~~ **agency personnel**, consultants, contractors, **contracted out services** 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 them 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. **Such notice shall be sent to the Alliance.**

**1.1.27** When a surplus employee refuses a reasonable job offer, ~~he or she~~ **the employee** 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~~ **appointed** 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 counsellor to opting, affected and surplus employee and laid-off person to work with them throughout the process. Such counselling is to include explanations and assistance concerning:

- a. the work force adjustment situation and its effect on that individual;
- b. the work force adjustment appendix;
- c. the Preferred Status Administration ~~System~~ **Process** and how it works from the employee's perspective (referrals, interviews or "boards," feedback to the employee, follow-up by the CRA, 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 (~~the~~ **alternation process**, appointment, relocation, retraining, lower-level employment, term employment, retirement including possibility of waiver of penalty if entitled to an annual allowance, Transition Support Measure, Education Allowance, pay in lieu of unfulfilled surplus period, resignation, accelerated lay-off);
- h. the likelihood that the employee will be successfully appointed;
- i. the meaning of a guarantee of reasonable job offer, a Twelve-month surplus preferred status period in which to secure a reasonable job offer, a Transition Support Measure, and an Education Allowance;
- j. ~~the Human Resources Centres~~ **Government of Canada Job Bank** and their services **available** (~~including a recommendation that the employee register with the nearest office as soon as possible~~);
- k. **the options for employees not in receipt of a guarantee of a reasonable job offer, the one hundred and twenty (120)-day consideration period that includes access to the alternation process;**
- l. **advising employees to seek out proposed alternations and submit requests for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable offer-;**
- m. preparation for interviews;
- n. repeat counselling as long as the individual is entitled to a preferred status and has not been appointed;
- o. advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity; ~~and~~
- p. the assistance to be provided in finding alternative employment in the public service (Schedule I, IV and V of the Financial Administration Act) to a surplus employee for whom the Commissioner cannot provide a guarantee of a reasonable job offer within the CRA; **and**
- q. **advising employees of the right to be represented by the PSAC in the application of this Appendix.**

**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 employee and the delegated manager.

**1.1.31** Severance pay and other benefits flowing from other clauses in this Agreement are separate from, and in addition to, those in this Appendix.

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

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

**1.1.34** The 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 directly to the PSAC on the numbers and status of their members ~~who have Preferred Status, through reports to the PSAC.~~ **who are in the Preferred Status Administration Program.**

**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 PSAC in the application of this Appendix.

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

- a. actively seeking alternative employment in co-operation with the 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 to attend appointments related to referrals;
- e. seriously considering job opportunities presented to them, including retraining and relocation possibilities, specified period appointments and lower-level appointments.

**1.2.3** Opting employees are responsible for:

- a. considering the options of Part VI of this Appendix;
- b. communicating their choice of options, in writing, to their manager no later than one hundred and twenty (120) days after being declared opting;
- c. **submitting the alternation request to management before the close of the one hundred and twenty (120) day period, if arranging an alternation with an unaffected employee.**

## **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 ~~permanent~~ **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 PSAC. This information is to include the identity and location of the work unit(s) involved; the expected date of the announcement; the anticipated timing of the situation; and the number of employees, by group and level, who will be affected.

## **Part III**

### **Relocation of a work unit**

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#### **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 6.43 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 1.1.2019.

**3.1.4** Although the CRA will endeavor 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~~ **appointment** of affected employees, surplus employees, and laid-off persons, the CRA shall make every reasonable effort to retrain such individuals 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 employee to a specific vacant position or will enable the employee to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates; and
- b. there are no other available **surplus** preferred status persons **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 **surplus** 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~~ **their** current appointment, unless the CRA is willing to appoint the employee ~~permanently~~ **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 year or until the date of appointment to another position, whichever comes first. Appointment to this position is subject to successful completion of the training.

## 4.3 Laid-off persons

**4.3.1** A laid-off person shall be eligible for retraining, with the approval of the CRA, providing:

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

**4.3.2** When a person is offered an appointment conditional on successful completion of retraining, a retraining plan reviewed by the CRA shall be included in the letter of offer. If the person accepts the conditional offer, ~~he or she~~ **the employee** will be appointed on an **indeterminate** ~~permanent~~ basis to the full level of the position after having successfully completed training and being assessed as qualified for the position. When a person accepts an appointment to a position with a lower maximum rate of pay than the position from which ~~he or she~~ **the employee** 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 **CRA Staffing Program**. ~~Regulations Respecting Pay on Reclassification or Conversion.~~

**5.1.2** Employees whose salary is protected pursuant to section 5.1.1 will continue to benefit from salary protection until such time as they are appointed to a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid-off.

## Part VI

### Options for employees

#### 6.1 General

**6.1.1** The Commissioner will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict employment availability. Employees in receipt of this guarantee would not have access to the choice of options below.

**6.1.2** Employees who are not in receipt of a guarantee of a reasonable job offer from the Commissioner have 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 (1) of the three (3) options of section 6.43 of this Appendix within the one hundred and twenty (120) day window. The employee cannot change options once ~~having~~ **they have** made a written choice. **The CRA shall send a copy of the employee's choice to the PSAC.**

**6.1.4** If the employee fails to select an option, the employee will be deemed to have selected option (a), (12) twelve-month surplus preferred status period in which to secure a reasonable job offer at the end of the 120-day window.

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

**6.1.6 A copy of any letter under this part and any notice of lay-off issued by the Employer shall be sent forthwith to the PSAC.**

## **6.2 Voluntary Programs**

The Voluntary Departure Program supports employees in leaving the CRA when placed in affected status prior to entering a retention process or being provided access to options, and does not apply if the delegated authority can provide a guarantee of a reasonable job offer (GRJO) to affected employees in the work unit.

**6.2.1** The CRA shall establish internal voluntary departure programs for work force adjustment situations involving five (5) or more employees working at the same group and level within the same work unit. Such programs shall:

- (a)** Be the subject of meaningful consultations with the WFA committees;
- (b)** Not be used to exceed reduction targets. Where reasonably possible, CRA will identify the number of positions for reduction in advance of the voluntary programs commencing;
- (c)** Take place after affected letters have been delivered to employees;
- (d)** Take place before CRA engages in its retention process;
- (e)** Provide for a minimum of 30 calendar days for employees to decide whether they wish to participate;
- (f)** Allow employees to select options 6.3.1 (b), (c)i or (c)ii;
- (g)** Provide that when the number of volunteers is larger than the required number of positions to be eliminated volunteers will be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).

## **6.2 3 Alternation**

**6.23.1** 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.

~~**6.23.2** Only an opting employee, not a surplus one, may alternate into a permanent position that remains in the CRA.~~

**(a)** Only opting and surplus employees who are surplus as a result of having chosen option (a) may alternate into an indeterminate position that remains in the CRA.

**(b)** If an alternation is proposed for a surplus employee, as opposed to an opting employee, the Transition Support Measure that is available to the alternate under 6.4.1 (b) or 6.4.1 (c) (i) shall be reduced by one week for each completed week between the beginning of the employee's surplus priority period and the date the alternation is proposed.

**6.23.3** An **indeterminate** permanent 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.

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

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

**6.23.6** An alternation should normally occur between employees at the same group and level. When the two (2) 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-percent (6%) higher than the maximum rate of pay for the lower paid position.

**6.23.7** An alternation must occur on a given date, i.e. two (2) employees directly exchange positions on the same day. There is no provision in alternation for a "domino" effect (**a series of exchanges between more than two positions**) or for "future considerations."

**For clarity, the alternation of positions shall take place on a given date after approval but may take place after the one hundred and twenty (120) day opting period, such as when the processing of the approved alternation is delayed due to administrative requirements. \*\***

## **6.34 Options**

**6.34.1** 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 (CRA 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~~ **the employee** 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~~ **their** preferred area of mobility. The CRA will also make every reasonable effort to market a surplus employee in the public service (Schedule I, IV, and V of the Financial Administration Act) within the employee's headquarters as defined in the CRA Travel Policy.

or

- b. Transition Support Measure (TSM) is a cash payment, based on the employee's years of service (see Annex B) made to an opting employee. **The TSM shall be paid in one (1) or two (2) lump-sum amounts, at the employee's request, over a maximum two (2)-year period.** Employees choosing this option must resign but will be considered to be laid-off for purposes of severance pay.

or

- c. Education allowance is a Transitional Support Measure (see option (b) above) plus an amount of not more than ~~ten~~ **seventeen** thousand dollars (\$~~10~~**7**,000) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and ~~mandatory~~ **relevant** 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. **The TSM shall be paid in one (1) or two (2) lump-sum amounts, at the employee's request, over a maximum two (2)-year period;**

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-year period. During this period, employees could continue to be public service benefit plan members and contribute both Employer and employee share to the benefits plans and the Public Service Superannuation Plan. At the end of the two (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.

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

**6.34.3** 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.

**6.34.4** 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~~ **their** resignation.

**6.34.5** 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.

**6.34.6** All opting employees will be entitled to up to ~~six hundred~~ **one thousand** dollars (\$~~600~~**\$1,000**) for ~~financial planning advice~~ **counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.**

**6.34.7** 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.

**6.34.8** Notwithstanding section ~~6.43.7~~, an opting employee who has received an Education Allowance will not be required to reimburse tuition expenses, costs of books and ~~mandatory~~ **relevant** equipment, for which ~~he or she~~ **the employee** cannot get a refund.

**6.34.9** 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.

**6.34.10** 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.

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

#### **6.45 Retention payment**

**6.45.1** 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.

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

**6.45.3** 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~~ **their** 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.

**6.45.4** The provisions of 6.54.5 shall apply in total facility closures where 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.

**6.45.5** Subject to 6.54.4, 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.

**6.45.6** The provisions of 6.54.7 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.

**6.45.7** Subject to 6.54.6, 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.

**6.45.8** The provisions of 6.54.9 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.

**6.45.9** Subject to 6.54.8, 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 is the transfer of any work, undertaking or business of the CRA to any employer that is outside the CRA.

For the purposes of this part, a reasonable job offer is an offer of employment received from a new employer in the case of a Type 1 or Type 2 transitional employment arrangement, as determined in accordance with section 7.2.2.

For the purposes of this part, a termination of employment is the termination of employment referred to in paragraph 51(1)(g) of the Canada Revenue Agency Act (CRA 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 PSAC component(s) of its intention.

The notice to the PSAC component(s) will include:

1. the program being considered for ASD;
2. the reason for the ASD; and
3. the type of approach anticipated for the initiative (e.g. transfer to province, commercialization).

A joint ~~Work Force Adjustment-Alternative Service Delivery~~ (WFA-ASD) committee will be created for ASD initiatives and will have equal representation from the CRA and the PSAC component(s). By mutual agreement the committee may include other participants. The joint WFA-ASD committee will define the rules of conduct of the committee.

In cases of ASD initiatives, the parties will establish a joint WFA-ASD committee to conduct meaningful consultation on the human resources issues related to the ASD initiative in order to provide information to the employee which will assist ~~him or her~~ **the employee** 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 PSAC component(s); 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 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 Directive on Terms and Conditions of Employment, 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 (**LTD**) insurance (~~LTD~~) 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 LTD~~+~~ 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 percent (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 percent (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~~ **LTD** insurance (~~LTDI~~) and dental plan;
- vi. short-term disability arrangement.

c. **Type 3 (Lesser Continuity)**

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

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

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

### **7.3 Responsibilities**

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

**7.3.2** Employees directly affected by alternative delivery initiatives are responsible for seriously considering job offers made by new employers and advising the 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~~ **the employee** 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 CRA Staffing Program 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 employees who accept an offer of employment from the new employer in the case of a Type 2 arrangement whose new hourly or annual salary falls below eighty percent (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 percent (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 this Collective Agreement concerning vacation leave, an employee who accepts a job offer pursuant to this part may choose not to be paid for earned but unused vacation leave credits, provided that the new employer will accept these credits.

**\*\***

**7.9.2** Notwithstanding the provisions of this Collective Agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this part will not be paid severance pay where successor rights apply and/or, in the case of a Type 2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the public service for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer. ~~However, an employee who has a severance termination benefit entitlement under the terms of paragraphs 61.05(b) or (c) shall be paid this entitlement at the time of 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.

Provided that the PSAC-UTE confirms in writing to the Employer that ratification of the tentative collective agreement by the PA group was successful on or before October 15, 2020, article 3 of the Appendix E – Memorandum of Understanding with respect to the Implementation of the Collective Agreement will be amended as follows:

- References to “non-pensionable amount of four hundred dollars (\$400)” will be replaced “non-pensionable amount of five hundred dollars (\$500)”

## **APPENDIX "E"**

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

Notwithstanding the provisions of clause 62.03 on the calculation of retroactive payments and clause 64.02 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

#### **1. Calculation of retroactive payments**

- a. Retroactive calculations that determine amounts payable to employees for a retroactive period shall be made based on all transactions that have been entered into the pay system up to the date on which the historical salary records for the retroactive period are retrieved for the calculation of the retroactive payment.
- b. Retroactive amounts will be calculated by applying the relevant percentage increases indicated in the collective agreement rather than based on pay tables in agreement annexes. The value of the retroactive payment will differ from that calculated using the traditional approach, as no rounding will be applied. The payment of retroactive amount will not affect pension entitlements or contributions relative to previous methods, except in respect of the rounding differences.
- c. Elements of salary traditionally included in the calculation of retroactivity will continue to be included in the retroactive payment calculation and administration, and will maintain their pensionable status as applicable. The elements of salary included in the historical salary records and therefore included in the calculation of retroactivity include:
  - Substantive salary
  - Promotions
  - Deployments
  - Acting pay
  - Extra duty pay/Overtime
  - Additional hours worked
  - Maternity leave allowance
  - Parental leave allowance
  - Vacation leave and extra duty pay cash-out
  - Severance pay
  - Salary for the month of death
  - Transition Support Measure
  - Eligible allowances and supplemental salary depending on collective agreement
- d. The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.
- e. Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.

## 2. Implementation

- a. The effective dates for economic increases will be specified in the agreement. Other provisions of the collective agreement will be effective as follows:
  - i. All components of the agreement unrelated to pay administration will come into force on signature of agreement.
  - ii. Changes to existing compensation elements and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one-hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under 2(b)(i).
  - iii. **Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come in to force as stipulated in 2(a)(ii).**
- b. Collective agreement will be implemented over the following timeframes:
  - i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one-hundred and eighty (180) days after signature of agreement where there is no need for manual intervention.
  - ii. Retroactive amounts payable to employees will be implemented within one-hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.
  - iii. Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five-hundred and sixty (560) days after signature of agreement. Manual intervention is generally required for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging, pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.

## 3. Employee Recourse

- a. An employee who is in the bargaining unit for all or part of the period between the first day of the collective agreement (i.e., the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of four hundred dollars (\$400) payable within one-hundred and eighty (180) days of signature, in recognition of extended implementation timeframes and the significant number of transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved.

- b. Employees in the bargaining unit for whom the collective agreement is not implemented within one-hundred and eighty one (181) days after signature will be entitled to a fifty dollar (\$50) non-pensionable amount; these employees will be entitled to an additional fifty dollar (\$50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented. These amounts will be included in their final retroactive payment.
- c. If an employee is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the employee shall receive only one non-pensionable amount of four hundred dollars (\$400); for any period under 3(b), the employee may receive one fifty \$50 payment.
- d. Late implementation of the 2016 collective agreements will not create any entitlements pursuant to the Agreement between the CPA Bargaining Agents and the Treasury Board of Canada with regard to damages caused by the Phoenix Pay System.
- e. Employees for whom collective agreement implementation requires manual intervention will be notified of the delay within one-hundred and eighty (180) days after signature of the agreement.
- f. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the departmental compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Alliance regarding the format of the detailed breakdown.

In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay. For employees in organizations not serviced by the Pay Centre, employees shall contact the compensation services in their department.



## APPENDIX XX

### **MEMORANDUM OF UNDERSTANDING BETWEEN CANADA REVENUE AGENCY AND THE PUBLIC SERVICE ALLIANCE OF CANADA – UNION OF TAXATION EMPLOYEES WITH RESPECT TO SCHEDULING OF HOURS OF WORK IN CALL CENTRES**

In response to concerns related to the scheduling of extended hours of work in the CRA call centres, raised by the Union during the last round of bargaining, the parties agree to the conditions outlined in this Memorandum of Understanding (MOU).

During individual tax filing season\*, call center service hours may be extended in order to offer longer hours of service to Canadians. Such extension of call centre service hours must be consistent with clauses 25.11 and 25.12 of the parties' Agreement. When extended hours of work become available for call centre employees for the upcoming tax filing season, the Employer, prior to establishing a schedule consistent with paragraph 25.12 b) of the collective agreement will:

- a) Establish the qualifications required (e.g. skills, knowledge and experience, group and level) for the work to be performed. These qualifications will be used to select employees for assignment of these extended hours of work;
- b) The Employer will then canvass readily available permanent employees qualified per a) above, from the call centre workforce, for volunteers to work these extended hours.
- c) Should more employees who meet the established qualifications volunteer to work these extended hours than are required to meet operational requirements, the Employer will assign these hours on an equitable basis among the readily available and qualified volunteers.

\*For further clarification, individual tax filing season generally runs from mid to late-February and ends on April 30<sup>th</sup>, unless otherwise specified by the Employer, followed by consultation with the Alliance.

This Memorandum of understanding will expire on the \_\_, 2021

SIGNED AT OTTAWA, this 17<sup>th</sup> day of the month of July, 2020.

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Marc Bellavance  
CRA Negotiator

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Morgan Gay  
PSAC Negotiator

## **APPENDIX Y**

### **MEMORANDUM OF UNDERSTANDING BETWEEN CANADA REVENUE AGENCY AND THE PUBLIC SERVICE ALLIANCE OF CANADA – UNION OF TAXATION EMPLOYEES WITH RESPECT TO CALL MONITORING**

In response to concerns related to call monitoring in the CRA call centres, raised by the Bargaining Agent during the last round of bargaining, the parties agree to the conditions outlined in this Memorandum of Understanding (MOU).

Accordingly, the parties agree:

- (a) to establish a joint committee to discuss call monitoring in the CRA call centres
- (b) that the joint committee members will meet within sixty (60) days of the ratification of the tentative agreement to establish the terms of reference of the committee.

The Employer commits to engage in meaningful consultation with the Bargaining Agent and to take into account the recommendations brought forward by the joint-committee in the development of fair and transparent guidelines concerning the use of call monitoring in CRA call centres.

It is also agreed that time spent by the members of the committee shall be considered time worked. All other costs will be the responsibility of each party.

The parties agree to continue the practice of working collaboratively to address concerns with respect to call monitoring through the Call Centre Committee.

SIGNED AT OTTAWA, this 17<sup>th</sup> day of the month of July, 2020.

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Marc Bellavance  
CRA Negotiator

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Morgan Gay  
PSAC Negotiator

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CANADA REVENUE AGENCY AND THE PUBLIC SERVICE ALLIANCE OF  
CANADA WITH RESPECT TO INCENTIVES FOR THE RECRUITMENT AND RETENTION OF  
COMPENSATION ADVISORS**

**Preamble**

A memorandum of understanding (MOU) in respect of incentives for the recruitment and retention of compensation advisors was **originally** reached between the Canada Revenue Agency (CRA) and the Public Service Alliance of Canada – Union of Taxation Employees (PSAC-UTE) on January 30, 2018. **It was subsequently amended and extended on**

**June 1, 2018, for an additional year.** Pursuant to the MOU, compensation advisors at the SP-04, SP05 and SP-06 group and levels working at the Compensation Client Service Centres and performing duties that are directly linked to pay operations and transactions at the Agency are eligible to receive temporary incentive payments until June 1, ~~2018~~**2019**.

This MOU amends and extends the eligibility provisions identified in Part A-Incentives of the January 30, 2018 MOU to **September 1, 2020**. For greater clarity, nothing in this MOU shall suggest that employees can receive incentive payments that cumulatively exceed \$4,000, as a result of the eligibility provisions under this MOU.

The Employer will **continue to** provide an incentive payment to employees of \$4,000, only once during the employee's entire period of employment in the federal public service.

**Part A - Incentives**

**1. One-time Incentive Payment**

**Current Employees** as of January 30, 2018 who received a portion of the two \$2,000 lump sum payments will be eligible to receive any remaining amount up to the \$4,000 limit, providing they are employed for twelve months either continuously or discontinuously since on January 30, 2018.

**New Recruits** hired on or after June 1, ~~2018~~ **2019** and prior to ~~June 1, 2019~~ **September 1, 2020**, will receive the incentive payment after completing a one-year period of continuous employment.

**Retirees** who come back to work as compensation advisors on or after June 1, ~~2018~~ **2019** and prior to ~~June 1, 2019~~ **September 1, 2020**, will earn the incentive payment through pro-rated payments over a six-month contiguous or non-contiguous period of employment, starting upon commencement of employment. The full amount of the incentive payment will be pro-rated to the period worked up to a maximum period of six months, and paid in increments on a bi-weekly basis. The qualifying period to receive the award is shorter than the qualifying period for new recruits in recognition of the experience a retiree will contribute to the operations immediately upon hiring.

**Part-time employees** who received a pro-rated amount of the \$4,000 incentive payment under the previous MOU, will be eligible for the remaining portion. This amount will be paid on a pro-rata basis up to the \$4,000 threshold, based on actual hours worked.

**Employees commencing maternity/parental leave** who qualify for the incentive shall be eligible for a pro-rated amount based on the portion of a year worked on or after January 29, 2018 and prior to July 1, 2019 ~~September 1, 2020~~, upon their departure, less any amounts already received.

Employees will remain eligible for the remaining balance of the \$4,000 incentive upon their return to work, to be paid on completion of 12 month's work. The incentive amount is not subject to the 38.02 iii repayment undertaking, and shall not be counted as income for the purposes of the maternity/parental leave top-up.

For greater clarity, nothing in this MOU shall suggest that employees can receive incentive payments that cumulatively exceeds \$4,000, as a result of eligibility under this or a previous MOU.

**Employees acting in a first-line supervisory compensation position** (e.g. MG-01 and MG-03) will **continue to** be eligible for the \$4,000 payment provided that they substantively hold a position eligible for the one time incentive.

## **2. Overtime**

Overtime shall be compensated at double (2) time for overtime worked during the period between June 2, 2018 ~~2019~~ and June 1, 2019 ~~September 1, 2020~~.

## **3. ~~(a) Carry-Over and/or Liquidation of Vacation Leave~~**

~~i. Where, in the vacation year 2018-2019, an employee has not been granted all of the vacation leave credited to the employee, the unused portion of their vacation leave on March 31, 2019 shall be carried over into the following vacation year.~~

~~ii. If on March 31, 2020, an employee has more than two hundred and sixty-two decimal five (262.5) hours of unused vacation leave credits, a minimum of seventy-five (75) hours per year of the excess balance shall be granted or paid in cash, in accordance with the employee's choice, by March 31 of each year commencing March 31, 2020, until all vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay, as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31, 2019.~~

## **~~(b) Compensation in cash or leave with pay~~**

~~All compensatory leave earned in the fiscal years 2016-17 and 2017-2018 and outstanding on September 30, 2018, shall not be paid out, in whole or in part, other than at the request of the employee and with the approval of the Employer. Should the employee request accumulated compensatory leave be paid out on September 30, 2018, it will be paid out 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, 2018.~~

~~All compensatory leave earned in the fiscal year 2018-2019, shall not be paid out, in whole or in part, other than at the request of the employee and with the approval of the Employer. For greater clarity, the provisions of article 28.07(a) of the PSAC-UTE collective agreement remain applicable. Should the employee request accumulated compensatory leave be paid out on September 30, 2019, it will be paid out 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, 2019.~~

## **Part B – Other provisions**

The Employer shall make all reasonable efforts to process incentive payments for retirees that are provided under this extension, as well as new overtime payments provided under this extension, within 150 days following the signature of this agreement. The union does not waive any liability for implementation delays related to new or previous failures of the Phoenix pay system or the related HR – Pay procedures.

The parties agree that the terms of this MOU will **continue to** not be affected by any notice to bargain served under section 106 of the Federal Public Sector Labour Relations Act. As such, the terms and conditions set out in this MOU will cease on the dates indicated in the MOU and will not be continued in force by the operation of s.107.

~~Prior to June 1, 2019 the parties may agree, by mutual consent, to further extend the limitation periods set out in this MOU, based on an assessment of working conditions, recruitment and retention issues with Compensation Advisors and the need to continue to provide for increased capacity.~~

The parties recognize that an extension of clauses ~~1,2~~ and ~~3-2~~ is made without prejudice or precedent and will in no way bind the parties to any particular position that they may wish to take on overtime, ~~carry over and/or liquidation of vacation leave or compensation in cash or leave with pay issues~~ during any round of collective bargaining.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CANADA REVENUE AGENCY (CRA) AND THE PUBLIC SERVICE ALLIANCE  
OF CANADA (PSAC) WITH RESPECT TO A ONE-TIME LUMP SUM PAYMENT**

This memorandum is to give effect to the understanding reached by the CRA and the PSAC in negotiations for the renewal of the agreement covering the Program Delivery and Administrative Services bargaining unit.

The Employer will provide a one-time lump sum payment of \$400 to each employee in the bargaining unit on the date of signing of this collective agreement.

This memorandum expires on October 31, 2021. For greater certainty this MOU will be non-negotiable and non-renewable beyond that date.

SIGNED AT OTTAWA, this \_\_\_ day of the month of July, 2020.

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Marc Bellavance  
CRA Negotiator

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Morgan Gay  
PSAC Negotiator

**MEMORANDUM OF UNDERSTANDING OUTSIDE THE COLLECTIVE AGREEMENT  
BETWEEN CANADA REVENUE AGENCY AND THE PUBLIC SERVICE ALLIANCE OF CANADA  
– UNION OF TAXATION EMPLOYEES WITH RESPECT TO UNION ACCESS**

In response to concerns raised by the PSAC-UTE with respect to the current protocol related to union access to CRA workplaces, the Employer agrees to meaningfully consult with the PSAC-UTE, and to work collaboratively to address each party's respective concerns, with respect to said protocol.

Such consultation shall take place during the life of this agreement.

This agreement does not form part of the collective agreement.

This agreement will expire on the \_\_, 2021

SIGNED AT OTTAWA, this \_\_ day of the month of July, 2020.

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Marc Bellavance  
CRA Negotiator

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Morgan Gay  
PSAC Negotiator

**LETTER OF UNDERSTANDING  
BETWEEN THE CANADA REVENUE AGENCY AND THE PUBLIC SERVICE ALLIANCE OF  
CANADA – UNION OF TAXATION EMPLOYEES WITH RESPECT TO THE PRINTING OF THE  
COLLECTIVE AGREEMENT**

In response to concerns regarding the printing of paper copies of the collective agreement, expressed by the Employer during the last round of bargaining, the parties agree to the conditions outlined in this Letter of Understanding (LOU).

The parties agree to meet over the life of this Agreement to discuss the potential environmental impacts of the printing of paper copies of the collective agreement, and to discuss strategies to mitigate any such impacts where necessary. The first such meeting shall take place within thirty (30) days after ratification. Such timeline may be extended by mutual consent.

This letter of understanding does not form part of the collective agreement.

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Marc Bellavance  
CRA Negotiator

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Morgan Gay  
PSAC Negotiator



## OTHER MATTERS RESOLVED

Article	Title	Date of sign off
1	Purpose and scope of the agreement	July 4, 2018
2	Definition of common-law partner	December 3, 2018
3	Application	July 4, 2018
4	State Security	July 4, 2018
5	Precedence of legislation and the collective agreement	July 4, 2018
6	Managerial responsibilities	July 4, 2018
8	Dental care plan	July 4, 2018
10	Information	April 4, 2019
11	Check-off	July 5, 2018
14	14.02 and 14.09 - Leave for Alliance business	April 4, 2019
15	Labour disputes	July 4, 2018
16	Illegal strikes	July 4, 2018
19	No discrimination	July 5, 2018
21	Joint consultation	July 4, 2018
26	Shift Principle	September 12, 2018
28	28.09(a)(i) - Overtime	July 5, 2018
30	30.08(c)(i)	July 5, 2018
34	34.05	May 9, 2019
34	34.07(b) – Scheduling vacation leave with pay	July 5, 2018
34	34.18 - On-time entitlement	July 5, 2018
44	Marriage leave	July 5, 2018
47	47.01(c)(i) - Court leave	December 3, 2018
48	Personnel selection leave	September 12, 2018
54	Restriction on outside employment	July 4, 2018
55	Statement of duties	July 4, 2018
57	Membership fees	July 4, 2018
58	Professional accounting association annual membership fees	July 5, 2018
61	Severance pay	July 5, 2018
New Appendix	Archived provision for the elimination of severance pay for voluntary separation	July 5, 2018

## ARTICLE 3 APPLICATION

Editorial amendment to Article 3 to add a new clause (3.03) which includes reference to gender-inclusive language. This addition will also require amendments to the following references throughout the entire document which will be provided separately:

"he or she" and "his or her" amended to "they", "their" or "the employee"  
'il ou elle', 'lui ou elle' and "employé-e" to "employé"

New proposed wording for Article 3:

English:

### Article 3 – Application

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

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

3.03 With the exception of Article 36 – Medical appointments for pregnant employees, Article 38 – Maternity leave without pay, Article 39 – Maternity-related reassignment or leave, and subparagraph 40.02(c) (iii) – Parental leave without pay, expressions referring to employees **in this Agreement** are meant for all persons, regardless of their gender.

French:

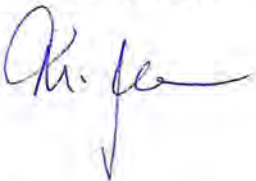
### Article 3 – Champ d'application

3.01 Les dispositions de la présente convention s'appliquent à l'Alliance, aux employé-e-s employés et à l'Employeur.

3.02 Le libellé anglais ainsi que le libellé français de la présente convention revêtent tous deux un caractère officiel.

3.03 À l'exception de l'article 36 - Rendez-vous chez le médecin pour les employées enceintes, de l'article 38 – Congé de maternité non payé, de l'article 39 – Réaffectation ou congé liés à la maternité et du sous-alinéa 40.02(c) (iii) - Congé parental non payé, les expressions désignant des employés **dans cette convention** visent toutes les personnes, sans égard à leur genre.

For CRA/Pour ARC



For PSAC/Pour AFPC

July 3, 2018  
30 July, 2018



Le 3 juillet, 2018  
Sous toutes réserves  
Sous réserve d'erreurs ou d'omissions

### ARTICLE 3 CHAMP D'APPLICATION

Modification rédactionnelle à l'article 3 pour ajouter un nouvel alinéa (3.03) qui inclut une référence à un texte inclusif. Cette modification exigera également des modifications aux références suivantes dans tout le document qui sera fourni séparément:

« he or she » et « his or her » modifié à « they » ou « the employee »  
« il ou elle », « lui ou elle » « employé-e » modifié à « employé »

Nouveau libellé proposé pour l'article 3:

Français:

#### **Article 3 – Champ d'application**

3.01 Les dispositions de la présente convention s'appliquent à l'Alliance, aux employé-e-s **employés** et à l'Employeur.

3.02 Le libellé anglais ainsi que le libellé français de la présente convention revêtent tous deux un caractère officiel.

**3.03 À l'exception de l'article 36 - Rendez-vous chez le médecin pour les employées enceintes, de l'article 38 – Congé de maternité non payé, de l'article 39 – Réaffectation ou congé liés à la maternité et du sous-alinéa 40.02(c) (iii) - Congé parental non payé, dans ce document, les expressions désignant des employés visent toutes les personnes, sans égard à leur genre.**

English:

#### **Article 3 – Application**

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

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

**3.03 With the exception of Article 36 – Medical appointments for pregnant employees, Article 38 – Maternity leave without pay, Article 39 – Maternity-related reassignment of leave, and subparagraph 40.02(c) (iii) – Parental leave without pay, in this document, expressions referring to employees are meant for all persons, regardless of their gender.**

Signé à Ottawa le 4 juillet 2018

  
\_\_\_\_\_  
For CRA/ Pour ARC

  
\_\_\_\_\_  
For PSAC/ Pour AFPC

**PROGRAM DELIVERY AND ADMINISTRATIVE SERVICES GROUP  
COLLECTIVE BARGAINING  
LIST OF RENEWED ARTICLES**

The Public Service Alliance of Canada – Union of Taxation Employees (PSAC-UTE) and the Canada Revenue Agency (CRA) agree to renew the existing language for the following articles of the Program Delivery and Administrative Services Group Collective Agreement.

4	State security
6	Managerial responsibilities
21	Joint consultation
63	Agreement reopener

Note: These renewals are made without prejudice to any negotiated changes made to other articles which have a direct impact on the ones listed above.

Signed in Ottawa on the 4 of July 2018.

Morgan Gay, PSAC

Marc Bellavance, CRA

July 4, 2018

allowing for errors and omissions

1 of 1



**GROUPE D'EXÉCUTION DE PROGRAMMES ET DE SERVICES ADMINISTRATIFS  
NÉGOCIATION COLLECTIVE  
LISTE DES ARTICLES RENOUVELÉS**

L'Alliance de la Fonction publique du Canada - Syndicat des employé-e-s de l'impôt (AFPC-SEI) et l'Agence du revenu du Canada (ARC) conviennent de renouveler le libellé actuel des articles suivants de la convention collective du Groupe d'exécution de programmes et de services administratifs.

4	Sûreté de l'état
6	Responsabilités de la direction
21	Consultation mixte
63	Modification de la convention

Remarque: Ces renouvellements sont effectués sous toutes réserves des modifications négociées apportées à d'autres articles ayant un impact direct sur ceux énumérés ci-dessus.

Signé à Ottawa le 4 juillet 2018.

Morgan Gay, AFPC

Marc Bellavance, ARC

Le 4 juillet, 2018

Sous réserve d'erreurs ou d'omissions

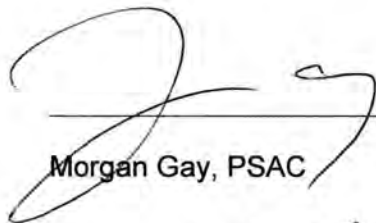
**PROGRAM DELIVERY AND ADMINISTRATIVE SERVICES GROUP  
COLLECTIVE BARGAINING  
LIST OF RENEWED ARTICLES**

The Public Service Alliance of Canada – Union of Taxation Employees (PSAC-UTE) and the Canada Revenue Agency (CRA) agree to renew the existing language for the following articles of the Program Delivery and Administrative Services Group Collective Agreement. **The parties agree** that these articles be amended to reflect gender neutral language as per the addition of clause 3.03 and/or editorial-related amendments.

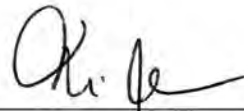
1	Purpose of agreement
3	Application
5	Precedence of legislation and the collective agreement
8	Dental care plan
15	Labour disputes
16	Illegal Strikes
54	Restrictions on outside employment
55	Statement of duties
57	Membership fees

Note: These renewals are made without prejudice to any negotiated changes made to other articles which have a direct impact on the ones listed above.


Signed in Ottawa on the 4 of July 2018.



Morgan Gay, PSAC



Marc Bellavance, CRA



July 4, 2018  
allowing for errors and omissions





**GROUPE D'EXÉCUTION DE PROGRAMMES ET DE SERVICES ADMINISTRATIFS  
NÉGOCIATION COLLECTIVE  
LISTE DES ARTICLES RENOUVELÉS**

L'Alliance de la Fonction publique du Canada - Syndicat des employé-e-s de l'impôt (AFPC-SEI) et l'Agence du revenu du Canada (ARC) conviennent de renouveler le libellé actuel des articles suivants de la convention collective du Groupe d'exécution de programmes et de services administratifs. **Les parties conviennent** que ces articles soient modifiés pour refléter un langage neutre selon l'article 3.03 et / ou des modifications d'ordre rédactionnel.

1	Objet et portée de la convention
3	Champ d'application
5	Priorité de la loi sur la convention collective
8	Régime de soins dentaires
15	Conflits de travail
16	Grèves illégales
54	Restrictions concernant l'emploi à l'extérieur
55	Exposé des fonctions
57	Droits d'inscription

Remarque: Ces renouvellements sont effectués sous toutes réserves des modifications négociées apportées à d'autres articles ayant un impact direct sur ceux énumérés ci-dessus.

Signé à Ottawa le 4 juillet 2018.

Morgan Gay, AFPC

Le 4 juillet, 2018

Sous réserve d'erreurs ou d'omissions

Marc Bellavance, ARC

9:45 Am

**ARTICLE 34  
VACATION LEAVE WITH PAY**

The Public Service Alliance of Canada – Union of Taxation Employees (PSAC-UTE) and the Canada Revenue Agency (CRA) agreed to remove the transitional provision outlined in paragraph 34.18(b) for the Program Delivery and Administrative Services Group Collective Agreement, without prejudice to the Employer and union's original proposals for clause 34.18.

English:

**34.18 One-time entitlement**

a. An employee shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 34.03.

**b. Transitional Provision:**

~~Effective the date of signing, employees with more than two (2) years of service, as defined in clause 34.03, shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay.~~

French:

**34.18 Droit à un crédit unique**

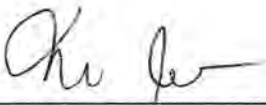
a. L'employé-e a droit une seule fois à un crédit de trente sept virgule cinq (37,5) heures de congé annuel payé le premier (1<sup>er</sup>) jour du mois suivant l'anniversaire de sa deuxième (2<sup>e</sup>) année de service, comme le précise le paragraphe 34.03.

**b. Disposition transitoire :**

~~À compter de la date de signature, l'employé-e ayant plus de deux (2) années de service, comme le précise le paragraphe 34.03, aura droit une seule fois à un crédit de trente sept virgule cinq (37,5) heures de congé annuel payé.~~

Note: This agreement is made without prejudice to any negotiated changes made to other articles which have a direct impact on the ones listed above.

Signed in Ottawa on the 5 of July 2018.



For CRA/Pour ARC



For PSAC/Pour AFPC

July 5, 2018

Allowing for errors and omissions



9.45 Am

07/05/18

# ARTICLE 34 CONGÉ ANNUEL PAYÉ

L'Alliance de la Fonction publique du Canada - Syndicat des employé (e) s de l'impôt (AFPC-SEI) et l'Agence du revenu du Canada (ARC) ont convenu de supprimer la disposition transitoire prévue à l'alinéa 34.18(b) sous toutes réserves des propositions initiales de l'employeur et du syndicat concernant la clause 34.18.

Français:

## **34.18 Droit à un crédit unique**

a. L'employé-e a droit une seule fois à un crédit de trente sept virgule cinq (37,5) heures de congé annuel payé le premier (1<sup>er</sup>) jour du mois suivant l'anniversaire de sa deuxième (2<sup>e</sup>) année de service, comme le précise le paragraphe 34.03.

## **b. Disposition transitoire:**

~~À compter de la date de signature, l'employé-e ayant plus de deux (2) années de service, comme le précise le paragraphe 34.03, aura droit une seule fois à un crédit de trente sept virgule cinq (37,5) heures de congé annuel payé.~~

Anglais:

## **34.18 One-time entitlement**

a. An employee shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 34.03.

## **b. Transitional Provision:**

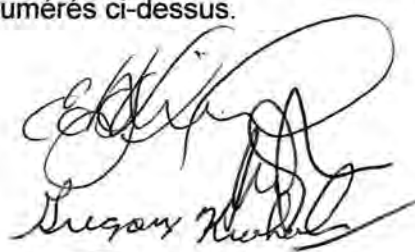
~~Effective the date of signing, employees with more than two (2) years of service, as defined in clause 34.03, shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay.~~

Remarque: Cette convention est effectuée sous toutes réserves des modifications négociées apportées à d'autres articles ayant un impact direct sur ceux énumérés ci-dessus.

Signé à Ottawa le 5 juillet 2018.



Pour ARC/For CRA



Pour AFPC/For PSAC



**PROGRAM DELIVERY AND ADMINISTRATIVE SERVICES GROUP  
COLLECTIVE BARGAINING**

The Public Service Alliance of Canada – Union of Taxation Employees (PSAC-UTE) agreed to the following list of amendments proposed by the Canada Revenue Agency (CRA) for the Program Delivery and Administrative Services Group Collective Agreement.

11.06 - Check-off
19 - No Discrimination
28.09(a)(i) - Transportation expenses
30.08(c)(i) - Reporting for work on a designated holiday
34.07(b) - Scheduling vacation leave with pay
44 - Marriage leave with pay
58 - Professional accounting association annual membership fee
61 - Severance pay
Appendix A - Reopener provision
Appendix D - Memorandum of Understanding between the Canada Revenue Agency (CRA) and the Public Service Alliance of Canada (PSAC) with Respect to a One-Time Lump Sum Payment
Appendix G - Memorandum of Understanding between the Canada Revenue Agency (CRA) and the Public Service Alliance of Canada (PSAC) – Union of Taxation Employees (UTE) Concerning the Administration of Schedules, Including the Use of Seniority for Employees of the Program Delivery and Administrative Services Group
Appendix X – Archived provision for the elimination of severance pay for voluntary separation (resignation and retirement)

Note: This agreement is made without prejudice to any negotiated changes made to other articles which have a direct impact on the ones listed above.

Signed in Ottawa on the 5 of July 2018.

For CRA/Pour ARC

For PSAC/Pour AFPC

July 5, 2018

Allowing for errors and omissions

1 of 1



**GROUPE D'EXÉCUTION DE PROGRAMMES ET DE SERVICES ADMINISTRATIFS  
NÉGOCIATION COLLECTIVE**

L'Alliance de la Fonction publique du Canada - Syndicat des employé(e)s de l'impôt (AFPC-SEI) accepte la liste suivante de changements proposés par l'Agence du revenu du Canada (ARC) pour la convention collective du groupe Services de prestation de services et d'administration.

11.06 - Précompte des cotisations
19 - Élimination de la discrimination
28.09(a)(i) - Frais de transport
30.08(c)(i) - Employé-e tenu de se présenter au travail un jour férié
34.07(b) - Établissement du calendrier des congés annuels payés
44 - Congé de mariage payé
58 - Cotisation annuelle de comptable professionnel
61 - Indemnité de départ
Appendice A - Disposition de ré-ouverture
Appendice D - Protocole d'entente entre l'Agence du Revenu du Canada (ARC) et l'Alliance de la Fonction Publique du Canada (AFPC) concernant un paiement forfaitaire unique
Appendice G - Protocole d'entente entre l'Agence du Revenu du Canada (ARC) et l'Alliance de la Fonction Publique du Canada (AFPC) - Syndicat des employé-e-s de l'impôt (SEI) concernant l'administration des horaires de travail ainsi que de l'utilisation du principe d'ancienneté, pour les employés du groupe de l'exécution des programmes et des services administratifs
Appendice X - Dispositions archivées relatives à l'élimination de l'indemnité de départ volontaire (démission et retraite)

Remarque: Cette convention est effectuée sous toutes réserves des modifications négociées apportées à d'autres articles ayant un impact direct sur ceux énumérés ci-dessus.

Signé à Ottawa le 5 July 2018.

Pour ARC/For CRA

Pour AFPC/For PSAC

Le 5 juillet, 2018

Sous réserve d'erreurs ou d'omissions

Package E-002– September 12 2018  
Proposition d'ensemble E-002 le 12 septembre 2018

**COLLECTIVE BARGAINING / NÉGOCIATION COLLECTIVE**

The Employer agrees to withdraw the following proposal(s) / L'employeur accepte de retirer la/les proposition(s) suivante(s):


Article	Subject - Sujet	Clause(s)


The Public Service Alliance of Canada (PSAC) – Union of Taxation Employees (UTE) group agrees to withdraw the following demand(s) / L'Alliance de la fonction publique du Canada (AFPC) – Syndicat des employé-es de l'impôt (SEI) accepte de retirer la(es) revendication(s) suivante(s):

Article	Subject - Sujet	Clause(s)
48	Personnel selection leave	48.01

Both parties agree on the following attached proposals / Les deux parties consentent aux propositions suivantes ci-jointes:

Article	Subject – Sujet	Clause(s)
48	Leave with pay for participation in a staffing process	48.01
26	Shift principle	26.01(a)(iii)

  
\_\_\_\_\_  
Marc Bellavance  
CRA Negotiator  
Négociateur de l'ARC

  
\_\_\_\_\_  
Morgan Gay  
PSAC Negotiator  
Négociateur de l'AFPC

Date : 9/12/2018



**PROGRAM DELIVERY AND ADMINISTRATIVE SERVICES GROUP  
COLLECTIVE BARGAINING**

The Public Service Alliance of Canada – Union of Taxation Employees (PSAC-UTE) and the Canada Revenue Agency (CRA) agree to the following language for Article 48 – Personnel selection leave, of the Program Delivery and Administrative Services Group Collective Agreement.

**ARTICLE 48  
LEAVE WITH PAY FOR PARTICIPATION IN A STAFFING PROCESS**

**48.01** Where an employee participates in a personnel selection **CRA staffing** process, including the ~~appeal process-recourse mechanism~~, where applicable, **or applies** for a position in the public service, as defined in the **Federal Public Service Sector** Labour Relations Act, **including the complaint process, where applicable**, and ~~including recourse for any staffing 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 his or her **their** presence is so required. This clause **also** applies equally in respect of the personnel selection **to a** process related to the interchange/secondment-**Interchange Program and deployment.**

Signed in Ottawa on the 12 of Sept 2018.

  
Morgan Gay, PSAC

  
Marc Bellavance, CRA

  
  
  
  
September 12, 2018

allowing for errors and omissions

**GROUPE D'EXÉCUTION DE PROGRAMMES ET DE SERVICES ADMINISTRATIFS  
NÉGOCIATION COLLECTIVE**

L'Alliance de la Fonction publique du Canada - Syndicat des employé-e-s de l'impôt (AFPC-SEI) et l'Agence du revenu du Canada (ARC) acceptent le libellé suivant pour l'article 48 – Congé payé de sélection du personnel, de la convention collective du Groupe d'exécution de programmes et de services administratifs.

**ARTICLE 48  
CONGÉ PAYÉ POUR PARTICIPATION À UN PROCESSUS DE DOTATION**

**48.01** Lorsqu'une l'employé-e prend part **participe** à une procédure de sélection du personnel **processus de dotation à l'ARC**, y compris le processus d'appel là où il s'applique, pour remplir un poste dans la fonction publique, au sens où l'entend **mécanisme de recours, le cas échéant, ou pose sa candidature à un poste dans la fonction publique, tel que défini** par la Loi sur les relations de travail dans la fonction **le secteur** publique **fédéral, y compris le processus de plainte, le cas échéant**, et incluant le mécanisme de recours prévu à tout processus de dotation à l'ARC il ou elle **l'employé a** droit à un congé payé pour la période durant laquelle sa présence est requise aux fins de la procédure de sélection **du processus** et pour toute autre période supplémentaire **complémentaire** que l'Employeur juge raisonnable de lui accorder pour se rendre au lieu où sa présence est requise et en revenir. La présente **Cela** s'applique également aux **à un** processus de sélection du personnel ayant trait **au Programme d'échange et aux mutations aux prêts/détachement.**

Signé à Ottawa le 12 Sept 2018

Morgan Gay, AFPC

Marc Bellavance, ARC

Le 12 septembre 2018

Sous réserve d'erreurs ou d'omissions



**PROGRAM DELIVERY AND ADMINISTRATIVE SERVICES GROUP  
COLLECTIVE BARGAINING**

The Public Service Alliance of Canada – Union of Taxation Employees (PSAC-UTE) and the Canada Revenue Agency (CRA) agree to the following language for Article 26 – Shift principle, of the Program Delivery and Administrative Services Group Collective Agreement.

**ARTICLE 26  
SHIFT PRINCIPLE**

26.01

a. When a full-time indeterminate employee is required to attend one of the following proceedings outside a period which extends before or beyond three (3) hours his or her scheduled hours of work on a day during which he or she would be eligible for a Shift Premium, the employee may request that his or her hours of work on that day be scheduled between 7 a.m. and 6 p.m.; such request will be granted provided there is no increase in cost to the Employer. In no case will the employee be expected to report for work or lose regular pay without receiving at least twelve (12) hours of rest between the time his or her attendance was no longer required at the proceeding and the beginning of his or her next scheduled work period.

i. Public Service Labour Relations Board Proceedings

Clauses 14.01, 14.02, 14.04, 14.05 and 14.06.

ii. Contract Negotiation and Preparatory Contract Negotiation Meetings

Clauses 14.09 and 14.10.

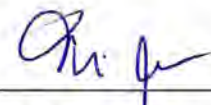
iii. ~~Personnel Selection Process~~ **Leave with pay for participation in a staffing process**  
Article 48.

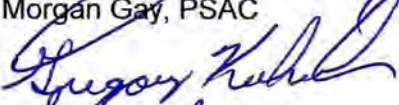
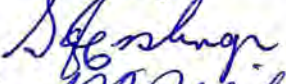

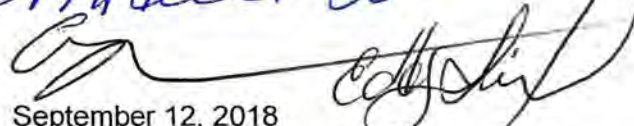
iv. To write Provincial Certification Examinations which are a requirement for the continuation of the performance of the duties of the employee's position.

v. Training Courses which the employee is required to attend by the Employer.

Signed in Ottawa on the 12 of Sept 2018.

  
Morgan Gay, PSAC

  
Marc Bellavance, CRA

  
  
  
  
September 12, 2018

allowing for errors and omissions

## GRUPE D'EXÉCUTION DE PROGRAMMES ET DE SERVICES ADMINISTRATIFS NÉGOCIATION COLLECTIVE

L'Alliance de la Fonction publique du Canada - Syndicat des employé-e-s de l'impôt (AFPC-SEI) et l'Agence du revenu du Canada (ARC) acceptent le libellé suivant pour l'article 26 – Principe de poste, de la convention collective du Groupe d'exécution de programmes et de services administratifs.

### ARTICLE 26 PRINCIPE DE POSTE

26.01

- a. Lorsqu'un employé-e à temps plein et nommé pour une période indéterminée est appelé à prendre part à une des activités suivantes au cours d'une période qui excède les trois (3) heures qui précèdent ou suivent ses heures de travail prévues à l'horaire un jour où l'employé-e serait admissible à la Prime de poste, il ou elle peut demander que ses heures de travail ce jour-là soient mises à l'horaire entre 7 h et 18 h à condition que ce changement n'entraîne aucune dépense additionnelle pour l'Employeur. L'employé-e ne sera en aucun moment obligé de se présenter au travail ou de perdre sa rémunération régulière à moins d'avoir reçu un minimum de douze (12) heures de repos entre le moment où sa présence n'était plus requise à l'activité et le commencement de sa prochaine période de travail prévue à l'horaire.
- i. Activités de la Commission des relations de travail dans la fonction publique  
Paragraphes 14.01, 14.02, 14.04, 14.05 et 14.06.
- ii. Séance de négociations contractuelles et réunions préparatoires aux négociations contractuelles  
Paragraphes 14.09 et 14.10.
- iii. ~~Processus de sélection du personnel~~ **Congé payé pour participation à un processus de dotation**  
Article 48.
- iv. Pour passer des examens provinciaux d'accréditation qui sont indispensables à l'exercice continu des fonctions de l'emploi occupé par l'employé-e.
- v. Cours de formation imposés à l'employé-e par l'Employeur.

Signé à Ottawa le 12 Sept 2018

Morgan Gay, AFPC

Marc Bellavance, ARC

Le 12 septembre 2018

Sous réserve d'erreurs ou d'omissions



Package E-008– December 3, 2018  
Proposition d'ensemble E-008 le 3 décembre 2018

COLLECTIVE BARGAINING / NÉGOCIATION COLLECTIVE

Both parties agree on the language in attachment of the following proposal(s) / Les deux parties consentent sur le libellé ci-joint pour la (les) proposition(s) suivante(s):

Article	Subject - Sujet	Clause(s)
2	Interpretation and definitions (common-law partner)	2.01
47	Court leave	47.01(c)(i)

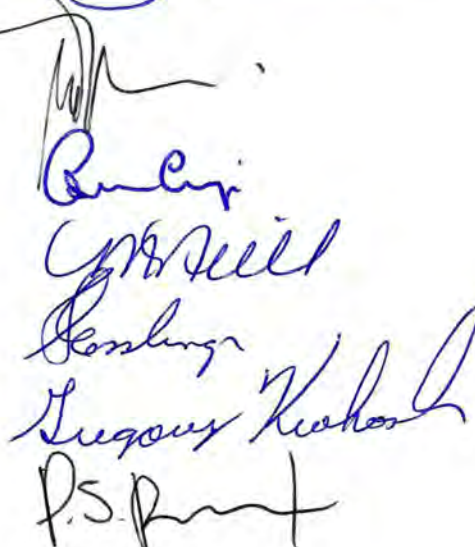


Marc Bellavance  
CRA Negotiator  
Négociateur de l'ARC

Date : Dec 3<sup>RD</sup>, 2018



Morgan Gay  
PSAC Negotiator  
Négociateur de l'AFPC



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**PROGRAM DELIVERY AND ADMINISTRATIVE SERVICES GROUP  
COLLECTIVE BARGAINING**

The Public Service Alliance of Canada – Union of Taxation Employees (PSAC-UTE) and the Canada Revenue Agency (CRA) agree to the following language for Article 2 – Interpretation and definitions, of the Program Delivery and Administrative Services Group Collective Agreement.

**ARTICLE 2  
INTERPRETATION AND DEFINITIONS**

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

**"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)

**ARTICLE 2  
INTERPRÉTATION ET DÉFINITIONS**

**2.01** Aux fins de l'application de la présente convention :

**« conjoint de fait »**

désigne une personne qui vit, pour depuis une période continue d'au moins un (1) an, a-vécu dans une relation conjugale avec un employé-e (common-law partner),

Signed in Ottawa on the 3 of Dec 2018.

Morgan Gay, PSAC

Marc Bellavance, CRA

December 3, 2018

allowing for errors and omissions



**PROGRAM DELIVERY AND ADMINISTRATIVE SERVICES GROUP  
COLLECTIVE BARGAINING**

The Public Service Alliance of Canada – Union of Taxation Employees (PSAC-UTE) and the Canada Revenue Agency (CRA) agree to the following language for Article 47 – Court leave, of the Program Delivery and Administrative Services Group Collective Agreement.

**ARTICLE 47  
COURT LEAVE**

English:

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

- a. to be available for jury selection;
- b. to serve on a jury;
- c. by subpoena or summons or other legal instrument to attend as a witness in any proceeding held:
  - i. in or under the authority of a court of justice ~~or before a grand jury,~~
  - ii. before 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,
  - iii. 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
  - iv. before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

French:

**47.01** L'Employeur accorde un congé payé à l'employé-e pendant la période de temps où il ou elle est obligé :

- a. d'être disponible pour la sélection d'un jury;
- b. de faire partie d'un jury;
- c. d'assister, sur assignation ou sur citation ou par autre instrument légal, comme témoin à une procédure qui a lieu :
  - i. devant une cour de justice ou sur son autorisation, ~~ou devant un jury d'accusation,~~
  - ii. devant un tribunal, un juge, un magistrat ou un coroner,
  - iii. devant le Sénat ou la Chambre des communes du Canada ou un de leurs comités, dans des circonstances autres que dans l'exercice des fonctions de son poste,
  - iv. devant un conseil législatif, une assemblée législative ou une chambre d'assemblée, ou un de leurs comités, autorisés par la loi à obliger des témoins à comparaître devant eux, ou
  - v. devant un arbitre, une personne ou un groupe de personnes autorisés par la loi à faire une enquête et à obliger des témoins à se présenter devant eux.

Signed in Ottawa on the 3 of Dec 2018.

  
Morgan Gay, PSAC

  
Marc Bellavance, CRA

  
  
Paul Bury  
Neil Forsling  
Susan Kukach  
D.S. Pratt

Package E-016– April 4, 2019  
Proposition d'ensemble E-016 le 4 avril 2019

COLLECTIVE BARGAINING / NÉGOCIATION COLLECTIVE

The PSAC-UTE agrees to withdraw the following demand(s) / L'AFPC-SEI accepte de retirer la(es) revendication(s) suivante(s):

Article	Subject - Sujet	Clause(s)
14	Leave with or without pay for Alliance Business	14.01 14.03 14.04 14.05 14.06 14.07 14.08 14.10 14.11 14.12

Both parties agree on the language in attachment of the following proposal(s) / Les deux parties consentent sur le libellé ci-joint pour la (les) proposition(s) suivante(s):

Article	Subject - Sujet	Clause(s)
10	Information	10.01
14	Leave with or without pay for Alliance Business	14.02 14.09

  
\_\_\_\_\_  
Marc Bellavance  
CRA Negotiator  
Négociateur de l'ARC

  
\_\_\_\_\_  
Morgan Gay  
PSAC Negotiator  
Négociateur de l'AFPC

Date : 04/04/19



**PROGRAM DELIVERY AND ADMINISTRATIVE SERVICES GROUP  
COLLECTIVE BARGAINING**

The Public Service Alliance of Canada – Union of Taxation Employees (PSAC-UTE) and the Canada Revenue Agency (CRA) agree to the following language for Article 10 – Information, of the Program Delivery and Administrative Services Group Collective Agreement.

**ARTICLE 10  
INFORMATION**

10.01 The Employer agrees to supply the Alliance, each quarter, with **a list of all employees in the bargaining unit. This list shall include** the name, geographic location, and classification of each ~~new~~ employee.

**ARTICLE 10  
INFORMATION**

10.01 L'Employeur convient de communiquer à l'Alliance, chaque trimestre, **une liste de de tous les employés de l'unité de négociation. La liste doit inclure** le nom, le lieu de travail géographique et la classification de chaque ~~nouvel employé-e~~ employé.

Signed in Ottawa on the 4 of April 2019.

Morgan Gay, PSAC

Marc Bellavance, CRA

April 4, 2019

allowing for errors and omissions

**PROGRAM DELIVERY AND ADMINISTRATIVE SERVICES GROUP  
COLLECTIVE BARGAINING**

The Public Service Alliance of Canada – Union of Taxation Employees (PSAC-UTE) and the Canada Revenue Agency (CRA) agree to the following language for Article 14 – Leave with or without pay for Alliance business, of the Program Delivery and Administrative Services Group Collective Agreement.

**ARTICLE 14  
LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS**

Complaints made to the **Federal Public Service Sector** Labour Relations and Employment Board (FPSLREB) pursuant to Section 190(1) of the **Federal Public Service Sector** Labour Relations Act (FPSLRA)

**14.01** When operational requirements permit, in cases of complaints made to the FPSLREB pursuant to section 190(1) of the FPSLRA alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2), 187, 188(a) or 189(1) of the FPSLRA, the Employer will grant leave with pay:

- a. to an employee who makes a complaint on his or her **their** own behalf, before the FPSLREB, and
- b. to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Alliance making a complaint.

Applications for Certification, Representations, and Interventions with respect to Applications for Certification

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

- a. to an employee who represents the Alliance in an application for certification or in an intervention, and
- b. to an employee who makes personal representations with respect to a certification.

**14.03** The Employer will grant leave with pay:

- a. to an employee called as a witness by the FPSLREB, and
- b. when operational requirements permit, to an employee called as a witness by an employee or the Alliance.

Arbitration Board Hearings, Public Interest Commission Hearings, and Informal Conflict Resolution

**14.04** When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board, Public Interest Commission, or in a process of Informal Conflict Resolution.

**14.05** The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board, Public Interest Commission, or in a process of Informal Conflict Resolution

and, when operational requirements permit, leave with pay to an employee called as a witness by the Alliance.

#### Adjudication

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

- a. a party to the adjudication,
- b. the representative of an employee who is a party to an adjudication, and
- c. a witness called by an employee who is a party to an adjudication.

#### Meetings During the Grievance Process

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

**14.08** Subject to operational requirements;

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

#### Contract Negotiation Meetings

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

#### Preparatory Contract Negotiation Meetings

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

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

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

**14.12** Subject to operational requirements, the Employer shall grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the Alliance, meetings of the National Executive of the Components, Executive Board meetings of the



Alliance, and conventions of the Alliance, the Components, the Canadian Labour Congress, and the Territorial and Provincial Federations of Labour.

#### ARTICLE 14 CONGÉ PAYÉ OU NON PAYÉ POUR LES AFFAIRES DE L'ALLIANCE

Plaintes déposées devant la Commission des relations de travail **et de l'emploi** dans le secteur la fonction publique **fédéral (CRTESFP)** en application de l'article 190(1) de la Loi sur les relations de travail dans **le secteur la fonction publique fédéral (LRTSFP)**

**14.01** Sous réserve des nécessités du service, lorsqu'une plainte est déposée devant la Commission des relations de travail et de l'emploi dans la fonction publique (CRTESFP) en application du paragraphe 190(1) de la LRTSFP alléguant une violation de l'article 157, de l'alinéa 186(1)a) ou 186(1)b), 186(2), 187, 188a) ou du paragraphe 189(1) de la LRTSFP, l'Employeur accorde un congé payé :

- a. à l'employé-e **employé** qui dépose une plainte en son propre nom devant la CRTESFP, et
- b. à l'employé-e **employé** qui intervient au nom d'un employé-e **employé** ou de l'Alliance qui dépose une plainte.

Demandes d'accréditation, comparutions et interventions concernant les demandes d'accréditation

**14.02** Lorsque les nécessités du service le permettent, ~~IL~~ l'Employeur accorde un congé non payé :

- a. à l'employé-e **employé** qui représente l'Alliance dans une demande d'accréditation ou dans une intervention, et
- b. à l'employé-e **employé** qui fait des démarches personnelles au sujet d'une accréditation.

**14.04** L'Employeur accorde un congé payé :

- a. à l'employé-e **employé** cité comme témoin par la CRTEFP, et
- b. lorsque les nécessités du service le permettent, à l'employé-e **employé** cité comme témoin par un autre employé-e **employé** ou par l'Alliance.

Séances d'une commission d'arbitrage, d'une commission de l'intérêt public et lors d'un processus informel de résolution de conflits

**14.04** Lorsque les nécessités du service le permettent, l'Employeur accorde un congé payé à un nombre raisonnable d'employé-e **employés** qui représentent l'Alliance devant une commission d'arbitrage, une commission de l'intérêt public ou lors d'un processus informel de résolution de conflits.

**14.05** L'Employeur accorde un congé payé à l'employé-e **employé** cité comme témoin par une commission d'arbitrage, par une commission de l'intérêt public ou lors d'un processus informel de résolution de conflits et, lorsque les nécessités du service le permettent, un congé payé à l'employé-e **employé** cité comme témoin par l'Alliance.

#### Arbitrage des griefs

**14.06** Lorsque les nécessités du service le permettent, l'Employeur accorde un congé payé à l'employé-e **employé** qui est :

- a. partie à l'arbitrage,
- b. le représentant d'un employé-e **employé** qui s'est constitué partie à l'arbitrage, et
- c. un témoin convoqué par un employé-e **employé** qui s'est constitué partie à l'arbitrage.

#### Réunions se tenant au cours de la procédure de règlement des griefs

**14.07** Lorsqu'un représentant d'employé-e **employé** désire discuter d'un grief avec un employé-e **employé** qui a demandé à l'Alliance de le ou la représenter ou qui est obligé de l'être pour présenter un grief, l'Employeur leur accordera, lorsque les nécessités du service le permettent, une période raisonnable de congé payé à cette fin si la discussion a lieu dans leur zone d'affectation et une période raisonnable de congé non payé si elle se tient à l'extérieur de leur zone d'affectation.

**14.08** Sous réserve des nécessités du service :

- a. lorsque l'Employeur convoque à une réunion un employé-e **employé** qui a présenté un grief, il ou elle bénéficie d'un congé payé si la réunion se tient dans sa zone d'affectation, et du statut de « présent au travail » si la réunion se tient à l'extérieur de sa zone d'affectation;
- b. lorsque l'employé-e **employé** qui a présenté un grief cherche à obtenir un rendez-vous avec l'Employeur, il ou elle bénéficie d'un congé payé si la réunion se tient dans sa zone d'affectation et d'un congé non payé si la réunion se tient à l'extérieur de sa zone d'affectation;
- c. lorsqu'un représentant d'employé-e **employé** assiste à une réunion dont il est question dans le présent paragraphe, il ou elle bénéficie d'un congé payé si la réunion se tient dans sa zone d'affectation et d'un congé non payé si la réunion se tient à l'extérieur de sa zone d'affectation.

#### Séances de négociations contractuelles

**14.09** Lorsque les nécessités du service le permettent, l'Employeur accorde un congé non payé à l'employé-e qui assiste aux séances de négociations contractuelles au nom de l'Alliance.

#### Réunions préparatoires aux négociations contractuelles

**14.10** Lorsque les nécessités du service le permettent, l'Employeur accorde un congé non payé à un nombre raisonnable d'employé-e-s **employés** pour leur permettre d'assister aux réunions préparatoires aux négociations contractuelles.

#### Réunions entre l'Alliance et la direction non prévues dans le présent article

**14.11** Lorsque les nécessités du service le permettent, l'Employeur accorde un congé payé à un nombre raisonnable d'employé-e-s **employés** qui participent à une réunion avec la direction au nom de l'Alliance.

**14.12** Sous réserve des nécessités du service, l'Employeur accorde un congé non payé à un nombre raisonnable d'~~employé-e-s~~ **employés** pour leur permettre d'assister aux réunions du conseil d'administration de l'Alliance, de l'exécutif national des Éléments et du conseil exécutif de l'Alliance ainsi qu'aux congrès de l'Alliance et à ceux des Éléments, du Congrès du travail du Canada et des fédérations provinciales et territoriales du travail.

Signed in Ottawa on the 4 of April 2019.

\_\_\_\_\_  
Morgan Gay, PSAC

\_\_\_\_\_  
Marc Bellavance, CRA

*P.S. Print*

*Michael*

*Edith*

*Cheryl*

*[Signature]*

*[Signature]*



**PROGRAM DELIVERY AND ADMINISTRATIVE SERVICES GROUP  
COLLECTIVE BARGAINING**

The Public Service Alliance of Canada – Union of Taxation Employees (PSAC-UTE) and the Canada Revenue Agency (CRA) agree to the following language for Article 34 – Vacation leave with pay, of the Program Delivery and Administrative Services Group Collective Agreement.

**ARTICLE 34  
VACATION LEAVE WITH PAY**

**Scheduling of vacation leave with pay**

**34.05**

- a. Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- b. **Vacation scheduling:**
  - i. ~~Employees will submit their annual leave requests for the summer leave period on or before April 15th, and on or before September 15th for the winter leave period. The Employer will respond to such requests no later than May 1st, for the summer leave period and no later than October 1st, for the winter holiday season leave period.~~

~~Notwithstanding the preceding paragraph, with the agreement of the Alliance, the Employer may alter the specified submission dates for the leave requests. If the submission dates are altered, the Employer must respond to the leave request 15 days after such submission dates;~~

- i. In cases where there are more vacation leave requests for a specific period than can be approved due to operational requirements, years of service as defined in clause 34.03 of the Agreement, shall be used as the determining factor for granting such requests. For **leave requests between June 1 and September 30** ~~summer leave requests~~, years of service shall be applied for a maximum of two weeks per employee in order to ensure that as many employees as possible might take annual leave during the summer months;
- ii. ~~Requests submitted after April 15th for the summer leave period and after September 15th for the winter leave period shall be dealt with on a first come first served basis.~~
- ii. **The Employer shall not cancel an employee's vacation leave once approved in writing due to an employee with more years of service, as defined in clause 34.03 of the Agreement, requesting the same period.**
- iii. **The Employer shall respond to vacation leave requests within fifteen (15) days of when requests are submitted.**

**iv. The following shall apply for vacation scheduling in call centres:**

**a. Employees will submit their annual leave requests for the summer leave period on or before April 15th, and on or before September 15th for the winter leave period.**

The summer and winter holiday periods are:

- for the summer leave period, between June 1 and September 30,
- for the winter holiday-season leave period, ~~from~~ **between** December 1 to March 31;

**b. Notwithstanding the preceding paragraph, with the agreement of the Alliance, the Employer may alter the specified submission dates for the leave requests. If the submission dates are altered, the Employer must respond to the leave request 15 days after such submission dates.**

**c. Requests submitted after April 15<sup>th</sup> for the summer leave period and after September 15<sup>th</sup> for the winter leave period shall be dealt with on a first come first serve basis.**

- c. Subject to the following subparagraphs, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:
- i. to provide an employee's vacation leave in an amount and at such time as the employee may request;
  - ii. not to recall an employee to duty after the employee has proceeded on vacation leave;
  - iii. not to cancel nor alter a period of vacation leave which has been previously approved in writing.

**ARTICLE 34  
CONGÉ ANNUEL PAYÉ**

**Établissement du calendrier des congés annuels payés  
34.05**

- a. Les ~~employé-e-s~~ **employés** sont censés prendre tous leurs congés annuels au cours de l'année de congé annuel pendant laquelle ils sont acquis.
- b. **Établissement du calendrier des congés annuels :**
- i. ~~Les employé-e-s doivent présenter leur demande de congés annuels au plus tard le 15 avril pour les vacances estivales et au plus tard le 15 septembre pour les vacances hivernales. L'Employeur doit répondre à ces demandes au plus tard le 1<sup>er</sup> mai pour la période estivale et au plus tard le 1<sup>er</sup> octobre pour la période hivernale.~~



~~Nonobstant le sous-alinéa précédent et avec l'accord de l'Alliance, l'Employeur peut modifier les dates de présentation des demandes de congés annuels. Le cas échéant, l'Employeur doit répondre aux demandes de congés dans les 15 jours suivant ces nouvelles dates de présentation.~~

- i. Si le nombre de demandes de congés annuels pour une période donnée dépasse le nombre de congés que l'employeur peut accorder, en raison des nécessités du service, le facteur déterminant pour accorder les congés demandés est le nombre d'années de service tel qu'il est défini au paragraphe 34.03 de la convention. Pour la période **entre le 1<sup>er</sup> juin et le 30 septembre** estivale, le critère du nombre d'années de service est appliqué pour un maximum de deux semaines par employé, afin que le plus grand nombre possible d'~~employé~~-s **employés** puissent prendre congé pendant les mois d'été.
- ii. ~~Les demandes présentées après le 15 avril pour les vacances estivales et le 15 septembre pour les vacances hivernales sont traitées dans l'ordre où elles sont reçues.~~
- ii. **L'employeur n'annulera pas les congés annuels d'un employé qu'il avait précédemment approuvés par écrit en raison d'un employé demandant la même période et ayant plus d'années de service tel qu'il est défini au paragraphe 34.03 de la convention.**
- iii. **L'employeur doit répondre aux demandes de congés dans les 15 jours suivant ces dates de présentation.**
- iv. **Les dispositions suivantes s'appliquent à la planification des vacances dans les centres d'appels :**
- (a) **Les employés doivent présenter leur demande de congés annuels au plus tard le 15 avril pour les vacances estivales et au plus tard le 15 septembre pour les vacances hivernales.**

Les périodes de congés annuels sont les suivantes :


- pour la période estivale, du 1<sup>er</sup> juin au 30 septembre;
- pour la période hivernale, du 1<sup>er</sup> décembre au 31 mars.

- (b) **Nonobstant le sous-alinéa précédent et avec l'accord de l'Alliance, l'Employeur peut modifier les dates de présentation des demandes de congés annuels. Le cas échéant, l'Employeur doit répondre aux demandes de congés dans les 15 jours suivant ces nouvelles dates de présentation.**
- (c) **Les demandes présentées après le 15 avril pour les vacances estivales et le 15 septembre pour les vacances hivernales sont traitées dans l'ordre où elles sont reçues.**

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- d. Sous réserve des sous-alinéas suivants, l'Employeur se réserve le droit de fixer le congé annuel de l'employé-e **employé** mais doit faire tout effort raisonnable pour :
- i. lui accorder le congé annuel dont la durée et le moment sont conformes à la demande de l'employé-e **employé**;
  - ii. ne pas rappeler l'employé-e **employé** au travail après son départ en congé annuel;
  - iii. ne pas annuler ni modifier une période de congé annuel qu'il a précédemment approuvée par écrit.

Signed in Ottawa on the 9 of MAY 2019.

  
Morgan Gay, PSAC

  
Marc Bellavance, CRA