



CRA NEGOTIATIONS 2018

Program Delivery and Administrative Services

BARGAINING DEMANDS

June 2018

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations for the Program Delivery and Administrative Services group at the Canada Revenue Agency. These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and are subject to any errors and/or omissions.

The Public Service Alliance of Canada reserves the right to introduce, amend or withdraw its demands or to introduce counter proposals to the Employer's demands.

If neither party has a proposal on a specific clause or article, that clause or article shall be renewed.

Text in bold represents proposed additions, strikethroughs represent proposed removals.

Housekeeping matters:

The Union proposes to replace all references to Public Service Labour Relations Act and PSLRA with Federal Public Sector Labour Relations and Employment Act and FPSLREA. The Union also proposes to replace all references to Public Service Labour Relations and Employment Board and PSLREB with Federal Public Sector Labour Relations and Employment Board and FPSLREB respectively.

ARTICLE 2 INTERPRETATION AND DEFINITIONS

Amend as follows:

2.01

“continuous employment” has the same meaning as specified in the Employer’s ~~Terms and Conditions of Employment Policy~~ **Directive on the Terms and Conditions of Employment** on the date of signing of this Agreement (emploi continu),

"family" except where otherwise specified in this Agreement, means father, **stepfather**, mother, **stepmother**, (~~or alternatively stepfather, stepmother, or foster parent~~), brother, **stepbrother**, sister, **stepsister**, spouse/**partner** (including common-law partner spouse ~~resident with the employee~~), **fiancé or fiancée**, child (including child of common-law partner or foster child, **miscarried child or still-born child**), **stepchild** or ward of the employee **or person over whom the employee has legal guardianship**, grandchild, father-in-law, mother-in-law, **son-in-law, daughter-in-law, brother-in-law, sister-in-law**, grandparents, **aunt, uncle, niece, nephew**, and relative permanently residing in the employee's household or with whom the employee permanently resides (famille),

**ARTICLE 9
RECOGNITION**

9.02

No person shall perform duties regularly performed by employees in the bargaining unit, except to the extent agreed upon by the parties.

ARTICLE 10 INFORMATION

10.01

The Employer agrees to supply the Alliance each quarter **with a list of all employees in the bargaining unit. The list shall include the name, geographic location, mailing address, telephone number and classification of the employees and the date of appointment for each new employee. Where possible the Employer shall also provide employees' personal email addresses.**

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 **and/or meetings with Alliance-represented employees**. Permission to enter the premises shall, in each case, be obtained from the Employer. **Such permission shall not be unreasonably withheld.**

ARTICLE 13 EMPLOYEE REPRESENTATIVES

13.04

- a. A representative shall ~~obtain the permission of~~ **notify** his or her immediate supervisor before leaving his or her work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. ~~Such permission shall not be unreasonably withheld.~~ Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.
- b. Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.
- c. An employee shall not suffer any loss of pay when permitted to leave his or her work under paragraph (a).

13.05

~~The Alliance shall have the opportunity to have an employee representative introduced to new employees as part of the Employer's formal orientation programs, where they exist.~~ **The employer shall grant reasonable leave with pay to Alliance representatives and new employees for the purposes of delivering a union orientation.**

13.xx

An employee is entitled to have, at their request, a representative of the Alliance attend and participate in any meeting concerning their employment including, but not limited to, internal affairs or administrative investigations, or any meeting where the purpose is to conduct a hearing or render a decision concerning the employee.

ARTICLE 14
LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

Complaints made to the Public Service Labour Relations and Employment Board (PSLREB) pursuant to Section 190(1) of the Public Service Labour Relations Act (PSLRA)

- 14.01 ~~When operational requirements permit,~~ In cases of complaints made to the PSLREB pursuant to section 190(1) of the PSLRA alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2), 187, 188(a) or 189(1) of the PSLRA, the Employer will grant leave with pay:
- (a) to an employee who makes a complaint on his or her own behalf, before the PSLREB, 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 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 PSLREB, 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 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 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 will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area;
- (c) when an employee representative attends a meeting referred to in this clause, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her 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.

~~Representatives'~~ Training Courses

14.13

- (a) ~~When operational requirements permit,~~ The Employer ~~will~~ shall grant leave without pay to employees who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.
- (b) The employer shall grant leave without pay, upon request, to employees to undertake training provided by the Alliance.**

No Interruption of Pay

14.14 Leave without pay granted to an employee under this Article, with the exception of article 14.16 below, will be with pay; the Alliance will reimburse the Employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by the joint agreement.

14.15 Upon request of an employee the employer shall grant leave without pay for Alliance business for the employee to accept an assignment with the Alliance.

Leave without pay for election to an Alliance office

14.16 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.

NEW

14.17 Leave without pay, recoverable by the Employer, shall be granted for any other union business validated by the Alliance with an event letter.

ARTICLE 17 DISCIPLINE

- 17.01 When an employee is suspended from duty or terminated in accordance with paragraph 51(1)(f) of the Canada Revenue Agency Act, the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.
- 17.02 **An employee is entitled to have, at their request, a representative of the Alliance attend and participate in any meeting concerning their employment including, but not limited to, internal affairs or administrative investigations, or any meeting where the purpose is to conduct a hearing or render a decision concerning the employee.** Where practicable, the employee shall receive a minimum of ~~one (1)~~ **two (2)** days' notice of such a meeting.
- 17.03 The Employer shall notify the local representative of the Alliance as soon as possible that such suspension or termination has occurred.
- 17.04 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.
- 17.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.
- 17.xx Stoppage of pay and allowances will only be invoked in extreme circumstances when it would be inappropriate to pay an employee.**

Each case will be dealt with on its own merits and will be considered when the employee is:

a) in jail awaiting trial,

or

b) clearly involved in the commission of an offence that contravenes a federal Act or the Code of Conduct, and significantly affects the proper performance of his/her duties. If the employee's involvement is not clear during the investigation, the decision shall be deferred pending completion of the preliminary hearing or trial in order to assess the testimony under oath.

17.xx At no time may electronic monitoring systems be used as a means to evaluate the performance of employees, or to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act.

ARTICLE 19 NO DISCRIMINATION

- 19.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, **gender identity, gender expression**, family status, mental or physical disability, membership or activity in the Alliance, marital status, or a conviction for which a pardon has been granted.
- 19.02 (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If, by reason of paragraph (a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.
- 19.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.
- 19.04 Upon request by the complainant(s) and/or respondent(s), an official copy of the investigation report shall be provided to them by the Employer, subject to the Access to Information Act and Privacy Act.

ARTICLE 20
SEXUAL HARASSMENT

Amend as follows:

Change title to: HARASSMENT AND ABUSE OF AUTHORITY

20.01 The Alliance and the Employer recognize the right of employees to work in an environment free from ~~sexual~~ harassment **and abuse of authority** and agree that ~~sexual~~ harassment **and abuse of authority** will not be tolerated in the workplace.

NEW

20.02 Definitions:

- a) **Harassment or violence includes any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation, or other physical or psychological injury, or illness to an employee, including any prescribed action, conduct or comment.**
- b) **Abuse of authority occurs when an individual uses the power and authority inherent in his/her position to endanger an employee's job, undermines the employee's ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or influence the career of the employee. It may include intimidation, threats, blackmail or coercion.**
- c) **Work place violence constitutes any action, conduct, threat or gesture of a person towards an employee in their work place that can reasonably be expected to cause harm, injury or illness to that employee.**

~~20.02~~ **20.03**

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

- (c) **All complaints shall be resolved within 60 calendar days following the initial filing.**

~~20.03~~ 20.04

By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with ~~sexual~~ harassment. The selection of the mediator will be by mutual agreement **and such selection shall be made within thirty (30) calendar days of each party providing the other with a list of up to three (3) proposed mediators.**

~~20.04~~ 20.05

Upon request by the complainant(s) and/or respondent(s), an official copy of the investigation report shall be provided to them by the Employer, subject to the *Access to Information Act* and *Privacy Act*.

20.06

- a) **No Employee against whom an allegation of discrimination or harassment has been made shall be subject to any disciplinary measure before the completion of any investigation into the matter, but may be subject to other interim measures where necessary.**
 - b) **If at the conclusion of any investigation, an allegation of misconduct under this Article is found to be unwarranted, all records related to the allegation and investigation shall be removed from the employee's file.**
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ARTICLE 24 TECHNOLOGICAL CHANGE

24.03

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

ARTICLE 25 HOURS OF WORK

A thirty-five (35) hour work week with a seven (7) hour work day with no loss of pay (change all related articles)

- 25.05 (a) The Employer will provide two (2) rest periods of fifteen (15) minutes each per full **each working day or major part thereof.** ~~except on occasions when operational requirements do not permit.~~
- (b) **Employees in Call Centers who are required to staff the telephone lines are entitled to additional rest periods of 5 minutes per hour.**
- 25.07 (a) Employees shall be informed by written notice of their scheduled hours of work. Any changes to the scheduled hours shall be by written notice to the employee(s) concerned. The Employer will endeavour to provide seven (7) days notice for changes to the scheduled hours of work.
- (b) When a term employee is required to report for work on a normal day of work and upon reporting is informed that he or she is no longer required to work their scheduled hours of work, the employee shall be paid a minimum of three (3) hours at their straight-time rate of pay, or the actual hours worked, whichever is greater.

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

25.08 Flexible Hours

Subject to operational requirements, an employee on day work shall have the right to select and request flexible hours between ~~7~~ **6** a.m. and 6 p.m and such request shall not be unreasonably denied

25.09 Variable Hours

- (a) Notwithstanding the provisions of clause 25.06, upon request of an employee ~~and the concurrence of the Employer~~, an employee may complete the weekly hours of employment in a period of other than five (5) full days provided that over a period of fourteen (14), twenty-one (21), or twenty-eight (28) calendar days, the employee works an average of thirty-seven decimal five (37.5) hours per week **and a maximum of 9.5 hours per day.**
- (b) In every fourteen (14), twenty-one (21), or twenty-eight (28) day period, the employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.
- (c) Employees covered by this clause shall be subject to the variable hours of work provisions established in clauses 25.24 to 25.27.

25.11 Consultation

- (a) Where hours of work, other than those provided in clause 25.06, are in existence when this Agreement is signed, the Employer, on request, will consult with the Alliance on such hours of work and in such consultation will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.
- (b) Where hours of work are to be changed so that they are different from those specified in clause 25.06, the Employer, except in cases of emergency, will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service. In no case shall the hours under clause 25.06 extend before 6:00 a.m. or beyond 9:00 p.m., or alter the Monday to Friday work week, or the seven and one-half (7 1/2) consecutive hours work day.
- (c) Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation purposes. Consultation

will be held at the local level for fact finding and implementation purposes.

- (d) It is understood by the parties that this clause will not be applicable in respect of employees whose work week is less than thirty-seven and one-half (37 1/2) hours per week.

25.12

- (a) An employee on day work whose hours of work are changed to extend before or beyond the stipulated hours of 7:00 a.m. and 6:00 p.m., as provided in clause 25.06(b), and who has not received at least seven (7) days' notice in advance of the starting time of such change, shall be paid for the first day or shift worked subsequent to such change at the rate of time and one-half (1 1/2) for the first seven hours and one-half (7 1/2) and double time thereafter. Subsequent days or shifts worked on the revised hours shall be paid for at straight-time, subject to Article 28, Overtime.

- (b) **Late Hour Premium**

An employee who is not a shift worker and who completes his work day in accordance with the provisions of paragraph 25.11(b) shall receive a Late Hour Premium of seven dollars (\$7) per hour for each hour worked before 7:00 a.m. and after 6:00 p.m. The Late Hour Premium shall not apply to overtime hours.

- (c) **Where hours of work subject to late hour premium are to be worked, the Employer shall create a master schedule of a minimum of fifty-six (56) days covering the hours to be worked and the employees working the hours. Such schedules shall be posted a minimum of fourteen (14) days in advance.**
- (d) **Prior to establishing a schedule consistent with (b) above, the Employer will canvass all employees in the work area for volunteers to work the hours.**
- (e) **Should more than one employee meeting the qualifications required volunteer to work the hours, years of service as defined in subparagraph 34.03(a)(i) will be used as the determining factor to assign the hours.**
- (f) **In the event there are insufficient volunteers, the Employer shall engage in meaningful consultation with the Alliance with respect to the assignment of the hours, consistent with 25.11 b).**

Shift Work

25.13 When, because of operational requirements, hours of work are scheduled for employees on a rotating or irregular basis, **or on a non-rotating basis where the employer requires employees to work hours later than 6 p.m. and/or earlier than 7 a.m.**, they shall be scheduled so that employees, over a period of not more than fifty-six (56) calendar days:

- (a) on a weekly basis, work an average of thirty-seven decimal five (37.5) hours and an average of five (5) days;
- (b) work seven decimal five (7.5) consecutive hours per day, exclusive of a one-half (1/2) hour meal period;
- (c) obtain an average of two (2) days of rest per week;
- (d) obtain at least two (2) consecutive days of rest at any one time except when days of rest are separated by a designated paid holiday which is not worked; the consecutive days of rest may be in separate calendar weeks.

25.17 Shift Schedule

- (a) **If the Employer reopens a shift schedule, or is a shift becomes vacant, the Employer will determine the qualifications required prior to canvassing all employees covered by this specific schedule.**

Should more than one employee meeting the qualifications required select the same shift on the schedule, years of service as defined in subparagraph 34.03(a)(i) will be used as the determining factor to allocate the shift.

- (b) **When establishing a new schedule, the Employer will canvass all employees covered by the specific schedule for volunteers to fill all shifts.**

Should more than one employee meet the qualifications required select the same shift, years of service as defined in subparagraph 34.03(a)(i) will be used as the determining factor to allocate the shift.

- (c) **Subject to paragraph (a) above, by mutual consent the parties may agree to conduct a re-bid of shifts at any point over the life of the schedule.**

25.27 Specific Application of this Agreement

- (e) **Designated Paid Holidays (clause 30.07)**

- (i) A designated paid holiday shall account for seven decimal five (7.5) hours.
- (ii) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the pay for the hours specified in subparagraph (i), ~~at time and one-half (1 1/2)~~ up to his or her regular scheduled hours worked and at double (2) time for all hours worked. ~~in excess of his or her regular scheduled hours.~~

NEW

25.XX The Employer shall not introduce new shift work without mutual agreement between the Employer and the Alliance.

ARTICLE 27 SHIFT PREMIUMS

Excluded provisions This Article does not apply to employees on day work, covered by clauses 25.06 to 25.12 inclusive.

27.01 Shift Premium An employee working on shifts will receive a shift premium of ~~two dollars and twenty-five cents (\$2.25)~~ **three dollars and fifty cents (\$3.50)** per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

27.02 Weekend Premium

- (a) An employee working on shifts during a weekend will receive an additional premium of ~~two dollars and twenty-five cents (\$2.25)~~ **three dollars and fifty cents (\$3.50)** per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.
- (b) Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.

ARTICLE 28 OVERTIME

28.05 Overtime Compensation on a Day of Rest Subject to paragraph 28.02 (a):

- (a) an employee who is required to work on a first (1st) day of rest is entitled to compensation at time and one-half (1 1/2) for the first (1st) seven decimal five (7.5) hours and double (2) time thereafter;
- (b) an employee who is required to work on a second (2nd) or subsequent day of rest is entitled to compensation at double (2) time (second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest);
- (c) ~~when an employee is required to report for work and reports~~ **when the employer schedules an employee to work** and the employee reports on a day of rest, the employee shall be paid the greater of:
 - (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate for each reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period, or
 - (ii) compensation at the applicable overtime rate;
- (d) the minimum payment referred to in subparagraph (c)(i), does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 60.05.

28.07 Compensation in Cash or Leave With Pay

- (a) **Upon request of an employee**, overtime shall be compensated in cash or leave **at the applicable overtime rate** at the employee's discretion.

~~except where, upon request of an employee and with the approval of the Employer, or at the request of the Employer and the concurrence of the employee, overtime may be compensated in equivalent leave with pay.~~

- (b) The Employer shall endeavour to pay cash overtime compensation by the sixth (6th) week after which the employee submits the request for payment.
- (c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- (d) Compensatory leave with pay earned in the fiscal year and not used within twelve (12) months of the date earned ~~by the end of September 30 of the following fiscal year~~ will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment during the period for which this period of leave was earned. ~~of his or her substantive position on September 30.~~
- (e) At the request of the employee ~~and with the approval of the Employer~~, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the time of the request.

28.08 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~~ **compensated** for one (1) meal in the amount of ~~ten dollars and fifty cents (\$10.50)~~ **twenty dollars (\$20.00)** ~~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~~ **compensated** for one (1) additional meal in the amount of ~~ten dollars and fifty cents (\$10.50)~~ **twenty dollars (\$20.00)** for each additional four (4) hour period of overtime worked thereafter, ~~except where free meals are provided.~~

- (c) Reasonable time with pay, ~~to be determined by the Employer~~, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work. For further clarity, this meal period is included in the hours referred to in paragraphs (a) and (b) above.
- (d) Meal allowances under this clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

28.09 Transportation Expenses

- (a) ~~When an employee is required to report for work and reports~~ **When the employer schedules an employee to work** and the employee reports under the conditions described in paragraphs 28.05(c), and 28.06(a), and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
 - (i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of his or her own automobile,
 - or
 - (ii) out-of-pocket expenses for other means of commercial transportation.
- (b) Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

Consequential proposals – linked to Article 28:

Work Performed on a Designated Holiday

30.07

- (f) When an employee works on a holiday, ~~he or she~~ the employee shall be paid ~~time and one-half (1 1/2)~~ for all hours worked ~~up to seven decimal five (7.5) hours and~~ at double (2) time thereafter, in addition to the pay that the employee would have been granted had ~~he or she~~ the employee not worked on the holiday, or
- (g) upon request, and with the approval of the Employer, the employee may be granted:
 - (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday, and
 - (ii) pay at ~~one and one-half (1 1/2)~~ double times the straight-time rate of pay for all hours worked ~~up to seven decimal five (7.5) hours, and~~
 - (iii) ~~pay at two (2) times the straight-time rate of pay for all hours worked by him or her on the holiday in excess of seven decimal five (7.5) hours.~~

Designated Holidays

60.08 Subject to paragraph 25.23(d), when a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 30.01, the employee shall be paid at ~~time and one-half (1 1/2)~~ double time of the straight-time rate of pay for all hours worked. ~~up to seven decimal five (7.5) hours and double time (2) thereafter.~~

ARTICLE 30 DESIGNATED PAID HOLIDAYS

30.01 Subject to clause 30.02, the following days shall be designated paid holidays for employees:

(a) New Year's Day

(b) Good Friday

(c) Easter Monday

(d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday

(e) Canada Day

(f) Labour Day

(g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving

(h) Remembrance Day

(i) Christmas Day

(j) Boxing Day

(k) ~~one (1)~~ **two (2)** additional days in each year at the discretion of the employee. ~~that, in the opinion of the Employer, is are recognized to be a provincial or civic holidays in the area in which the employee is employed or,~~

~~in any area where, in the opinion of the Employer, no such additional days are is recognized as a provincial or civic holiday, the first (1st) Monday in August~~

(l) one (1) additional day when proclaimed by an Act of Parliament as a national holiday.

30.02 In addition to the designated paid holidays provided for under 30.01, all regular working days that fall between Christmas Day and New Year's Day shall be considered designated paid holidays.

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) 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) hours' pay at the straight time rate of pay.~~

32.08 Travel-Status Leave

- (a) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for ~~forty (40)~~ **twenty (20)** nights during a fiscal year shall be granted seven decimal five (7.5) hours of time off with pay. The employee shall be credited seven decimal five (7.5) hours of additional time off with pay for each additional twenty (20) nights that the employee is away from his or her permanent residence, to a maximum of ~~eighty (80)~~ **one hundred (100)** additional nights.
- (b) The number of hours off earned under this clause shall not exceed ~~thirty-seven decimal five (37.5)~~ **forty-five (45)** hours in a fiscal year and shall accumulate as compensatory leave with pay.

- (c) This leave with pay is deemed to be compensatory leave and is subject to paragraphs 28.07(c) and (d).
- (d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars, unless the employee is required to attend by the Employer.

ARTICLE 34 VACATION LEAVE WITH PAY

Accumulation of vacation leave credits 34.02 An employee shall earn vacation leave credits for each calendar month during which he or she receives pay for either ten (10) days or seventy-five (75) hours at the following rate:

- (a) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's **second (2nd)**~~seventh (7th)~~ year of service occurs;

- (b) ~~ten decimal six two five (10.625) hours commencing with the month in which the employee's seventh (7th) anniversary of service occurs;~~ **on each anniversary of the employee's employment, said employee shall earn one (1) additional day (7.5 hours) of vacation leave credits to a maximum of thirty (30) days of vacation credits;**

- (b) ~~twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;~~ **an employee who has thirty (30) years of employment shall earn one-half (1/2) day (3.75 hours) of vacation leave credits on each anniversary date in addition to the thirty (30) days noted in (b) above.**

- ~~(d) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~

- ~~(e) fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~

- ~~(e) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;~~

~~(g) seventeen decimal five (17.5) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;~~

~~(h) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;~~

- 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/or end of specified contract 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.~~

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) The Employer shall respond to vacation requests within five (5) business days. Should the employer fail to do so the request shall be considered approved.**
- (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.

- (d) **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. The Employer shall not cancel an employee's vacation leave once approved due to a more senior employee requesting the same period.**

- (e) **The following shall apply for vacation scheduling in Call Centres and for shift-working employees:**
 - (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 ~~45~~ **5** days after such submission dates;

- (ii) 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 December 1 to March 31;

- (ii) (iii) 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 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;
- (iv) 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.

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., **shall be granted a one-time thirty-seven decimal five (37.5) hours leave with pay.**

ARTICLE 37 INJURY-ON-DUTY LEAVE

Amend as follows:

37.01 An employee shall be granted injury-on-duty leave with pay for such period as may be reasonably determined by the Employer **certified by a Workers' Compensation authority** when a claim has been made pursuant to the *Government Employees Compensation Act* and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

a. personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct,

or

b. an industrial illness, **vicarious trauma, or any other illness, injury** or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Receiver General for Canada any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease, provided, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium

ARTICLE 38*

MATERNITY LEAVE WITHOUT PAY

- Extend the current 12 months Maternity and Parental leave top up to 18 months.
- Eliminate the requirement to pay-back maternity and parental allowances in cases where the member is not rehired or does not complete the return-to-work period.
- Increase top up to 100%.
- RESERVE on changes related to QPIP legislative amendments.

ARTICLE 40*

PARENTAL LEAVE WITHOUT PAY

- Extend the current 12 months Maternity and Parental leave top up to 18 months.
- Increase top up to 100%.
- Eliminate the requirement to pay-back maternity and parental allowances in cases where the member is not rehired or does not complete the return-to-work period.

ARTICLE 41
LEAVE WITHOUT PAY FOR ~~THE CARE OF~~ REASONS RELATED TO
THE FAMILY

- 41.01 Both parties recognize the importance of access to leave for ~~the purpose of the care of~~ **reasons related to the** family.
- 41.02 An employee shall be granted leave without pay for ~~the care of~~ **reasons related to the** 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;
 - (d) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.
- 41.03 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 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~~ **reasons related to the** family during an employee's total period of employment in the public service.
1. To ensure Leave without Pay for the Care of Family is topped-up upon the receipt of EI benefits.
 2. That the leave may be divided into several periods.

3. That any monies earned during the period of the allowance payment not be deducted from the top-up.

ARTICLE 42
LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

42.01 (a) The total leave with pay which may be granted under 42.02 ~~this Article~~ shall not exceed **fifty-two and one-half (52.5)** hours in a fiscal year.

42.01 **(b) Any leave not used in a fiscal year shall be carried forward and made available to employees in the next fiscal year.**

42.01 **(c) Upon request of the employee, the supervisor may advance up to fifty-two and one-half (52.5) hours of leave under this article per fiscal year.**

** 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, **bus cancellations, school strikes, day-care closures or strikes** for children aged fourteen (14) and under, or to children over the age of fourteen (14) who have special needs;

h) to visit a terminally ill family member

(i) **fifteen (15) hours** out of the **fifty-two and one-half (52.5) hours** stipulated in this clause may be used:

(A) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;

(B) to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

42.03 An additional 5 days of leave with pay shall be granted to an employee for needs directly related to the birth or to the adoption of the employee's child.

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 in every ten (10) year period under each of paragraphs (a) and (b) during the employee's total period of employment in the public service. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.**

ARTICLE 46
BEREAVEMENT LEAVE WITH PAY

- 46.01 When a member of the employee's family dies, an employee shall be entitled to a bereavement period of seven (7) ~~consecutive calendar~~ **working** days. Such bereavement period, as determined by the employee, **may be split into two periods.** ~~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.
- 46.02 (a) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of the employee's ~~son-in-law, daughter-in-law, brother-in-law, or sister-in-law,~~ aunt, uncle, or spouse's aunt or uncle. In addition, the employee may be granted up to three (3) days leave with pay for the purpose of travel related to the death.
- 46.02 **(b) An employee is entitled to leave with pay to attend, including travel to and from, the funeral or memorial service of a co-worker.**
- 46.03 If, during a period of sick leave, vacation leave, or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 46.01 and 46.02 **(a) and (b)**, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- 46.04 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 46.01 and 46.02 **(a) and (b)**.

46.05 Upon request of an employee, said employee shall be entitled to a period of three (3) working days leave with pay to execute the duties of the administrator or executor/executrix of a deceased's estate and/or will. This period may be split into more than one period.

ARTICLE 47 COURT LEAVE

- 47.01** The Employer shall grant leave with pay to an employee, **including travel time to and from the proceeding**, 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 a court, judge, justice, magistrate, or coroner,
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it, or
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.
 - (d) to be a party to any proceeding listed in (c) (i) through (v) above.**

ARTICLE 48 PERSONNEL SELECTION LEAVE

- 48.01 Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the public service, as defined in the ~~Public Service Labour Relations Act~~ **Federal Public Sector Labour Relations and Employment Act**, and including recourse for any staffing process at the CRA, the employee and Alliance representative (if applicable) is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process **or for the period required to complete any form of online testing**, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his or her presence is so required. This clause applies equally in respect of the personnel selection process related to interchange/secondment.

ARTICLE 52 PRE-RETIREMENT LEAVE

- 52.01** The Employer will provide thirty-seven decimal five (37.5) hours of paid leave per year, ~~up to a maximum of one hundred and eighty seven decimal five (187.5) hours,~~ to employees who have the combination of age and years of service to qualify for an immediate annuity without penalty under the *Public Service Superannuation Act*.

ARTICLE 53
LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

53.xx

Upon request, an employee shall be granted leave with pay for medical or dental appointments and fertility treatments. Additionally, employees shall also be granted leave with pay for actual travel time required to travel to and from the appointments.

This provision also applies to appointments for the employees' families as defined in clause 2.01.

53.04 Compassionate Care Leave

- (a) Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.
- ~~(b) For the purpose of this Article, family is defined as any person who is a member of a class of persons prescribed for the purposes of the definition "family member" in subsection 23.1(1) of the Employment Insurance Act.~~
- ~~(c) Subject to clause (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.~~
- (b) Notwithstanding the definition of “family” found in clause 2.01 and notwithstanding paragraphs 41.02(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.**
- (c) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph 41.02(c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.**
- (d) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.**
- (e) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, clauses 42.01 and 42.02 above cease to apply.**

1. To ensure Compassionate Care is topped-up to 100% upon the receipt of EI benefits.
2. That the leave may be divided into several periods.
3. That any monies earned during the period of the allowance payment not be deducted from the top-up.
4. Include new family caregiver benefits with top up to 100% of income.

53.02 Personal Leave

~~Subject to operational requirements as determined by the Employer, and with an advance notice of at least five (5) working days, The employee shall be granted, in each~~

fiscal year, up to ~~fifteen (15)~~ **twenty-two and one-half (22.5)** hours of leave with pay for reasons of a personal nature.

If an employee becomes ill during a period of personal leave and notifies the employer, the employee will be granted sick leave with pay and unused personal leave will be credited for use at a later date.

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request.

53.xx First Responder Leave

Upon request of an employee, the employee shall be granted leave with pay when the employee is a member of a volunteer fire department or search and rescue organization and is called to volunteer in an emergency during working hours.

53.xx Medical Certificate

- a) **In all cases, a medical certificate provided by a legally qualified medical practitioner shall be considered as meeting the requirements of paragraph 35.03(a).**

- b) **When an employee is asked to provide a medical certificate by the Employer, the employee shall be reimbursed by the Employer for all costs associated with obtaining the certificate. Employees required to provide a medical certificate shall also be granted leave with pay for all time associated with the obtaining of said certificate.**

ARTICLE xx
TRANSIT EXPENSES

Upon request of an employee, the employer shall reimburse the employee 100% of the employee's public transit costs.

ARTICLE xx
ALTERNATIVE WORKING ARRANGEMENTS

xx.01 Upon request of an employee, said employee shall be allowed to work from their residence where the suitability standards described below are met:

- a) The employee is able to provide, if required, a data and/or communications connection;
- b) The employee is able to provide a dedicated workplace to perform the duties as assigned by the employer. Said workplace may be viewed by the employer with 48 hours notice to ensure that the space meets the security and health and safety requirements of the employer;
- c) The employee shall ensure the protection and security of the employer's data and information;
- d) The employee shall not be responsible for any additional costs as a result of telework;
- e) Employee requests to avail themselves of the options provided for under this article shall be not unreasonably denied.

ARTICLE 58
PROFESSIONAL ACCOUNTING ASSOCIATION ANNUAL
MEMBERSHIP FEE

Union proposes to update titles.

ARTICLE 60 PART-TIME EMPLOYEES

The Union proposes to modify vacation accrual for part-time employees commensurate with the changes proposed for Article 34.

60.07 a) A part-time employee shall have the option on an annual basis of either:

i) being paid for designated holidays,

or

ii) not be paid for the designated holidays but shall, instead be paid four decimal two five percent (4.25%) for all straight-time hours worked. in the same proportion as their straight time daily hours compared with a seven and one half (7.5) hour work day.

b) Employees shall make known to the Employer in writing their preference for each fiscal year no later than March 1st of the fiscal year prior. Should an employee not make their preference known by March 1st the employee shall be subject to ii) above.

(a) The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day, as established in paragraph 25.06 (b), ~~except on occasions when operational requirements do not permit.~~

(b) Where the employee does not complete a full working day, as per 25.06 (b), the Employer will provide one (1) rest period of fifteen (15) minutes in every period of ~~four (4) hours~~ **three (3) hours worked** ~~except on occasions when operational requirements do not permit.~~

Notwithstanding clause 60.02, there shall be no prorating of the maximum of one-hundred and eighty-seven decimal five (187.5) hours in Article 52, Pre-Retirement Leave.

60.05

Straight-time hours of work beyond those scheduled for full-time employees shall be offered in order of years of service as defined in subparagraph 34.03(a)(i) to qualified part-time employees.

ARTICLE 62 PAY ADMINISTRATION

- 62.02** An employee is entitled to be paid for services rendered at:
- (a) the pay specified in Appendix “A”, for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee’s certificate of appointment; or
 - (b) the pay specified in Appendix “A”, for the classification prescribed in the employee’s certificate of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.
 - (c) should the employer fail to pay the employee as prescribed in (a) or (b) above on the specified pay date, the employer shall, in addition to the pay, award the employee the Bank of Canada daily compounded interest rate.**

Renumber 62.07(a) to 62.07(a)(i)

New 62.07(a)(ii)

When an employee is required by the employer to substantially perform the duties of a higher classification level in an acting capacity during the original acting assignment or immediately following the initial acting assignment, the employee shall be paid acting pay calculated from the date immediately preceding the subsequent acting assignment as if the employee had been appointed to the position.

An employee shall receive a pay increment after having reached 52 weeks of cumulative service with the employer, at the same occupational group and level or at a higher level.

The purposes of this clause, “cumulative service” means all service, whether continuous or discontinuous.

ARTICLE xx
DOMESTIC VIOLENCE LEAVE

RESERVE

APPENDIX XX

FILLING OF VACANCIES AND TRANSITION TO PERMANENCY

- XX.01 Unless subject to x) below or WFA Appendix, the employers shall post and fill vacant and newly created bargaining unit positions consistent with the following:
- a) Candidates in a pre-qualified pool established through a previous staffing competition shall be considered before a similar position is posted.
 - b) Candidates within the bargaining unit shall have priority for bargaining unit positions over external candidates.
 - c) The Employer will advertise any vacant position on the intranet and in a location that is both visible and accessible in the workplace for a minimum period of fourteen (14) days. The notice of the posting shall contain the following information based on the position description:
 - i) Classification Level
 - ii) Duties of the Position
 - iii) Qualifications Required
 - iv) Salary Scale
 - v) Closing date for receipt of applications
 - vi) Hours of Work
 - vii) Status
 - d) Selection Process
 - i) When filling a position, the Employer will develop a statement of competencies based on the requirements of the position. The merit of candidates shall be determined through a structured evaluation of the following factors which will accurately reflect the duties to be performed:
 - a) Mandatory Requirements
 - educational and/or certification requirements;
 - language;
 - experience.
 - b) Rated Requirements
 - knowledge
 - skills

- c) The above factors shall be assigned a pre-determined value and the assessment of these factors shall be done through an interview, and as required a written examination. All assessments of the employee's performance during the selection process shall be documented in writing and be retained.
- d) All information pertaining to the both employee's and the successful candidate's relative performance during the competition process will be made available at this time.
- e) In cases where it is found that two (2) or more candidates are assessed as relatively equal in meeting the rated requirements for the position, years of service will prevail.

xx.02 As required under the *Employment Equity Act 1997* the parties agree to meaningful and constructive consultation for the purpose of developing, implementing, modifying and assessing an Employment Equity Plan in the workplace.

xx.03 Determinate employees who have been employed for a continuous period of employment for a period of three years without a break of service greater than 30 working days shall be appointed without selection process to an indeterminate position at the same group and level occupied the day preceding their three-year anniversary. For greater certainty, manager shall not artificially break or otherwise disrupt service of an employee where the workload continues to exist.

xx.04 The employer shall hire employees on a seasonal permanent full-time basis for recurring workloads where it is anticipated that these positions will be required in the foreseeable future. These seasonal employees shall be entitled to the provisions of the benefit plans and pension plan during the off-duty season in accordance with the terms negotiated between the parties.

xx.05 Seasonal employees shall be struck off strength by job title in reverse order of service and recalled in order of service.

xx.06_ Term positions shall be created and filled in accordance with Appendix xx Temporary Positions.

- xx. 07 Where an employee who has been appointed to an acting position pursuant to a staffing process and where said acting appointment is encumbered by the employee for a period of one year continuously, said employee shall be appointed on an indeterminate basis to the higher-level position without a selection process. However, this provision will not apply to an employee in an acting capacity where the incumbent of the position is absent on authorized leave.

APPENDIX XX TEMPORARY POSITIONS

The Employer shall make every reasonable effort to maximize opportunities for permanent employment.

The Employer agrees to the following procedure with respect to Temporary Employees.

1. The Employer shall maintain a list of all individuals either currently working in a temporary position, or that have worked in a temporary position, over the Thirty-six (36) months prior to the creation of the list.
2. The list shall be updated and posted electronically on the first day of every month, unless the first day is a holiday, in which case it shall be posted the following day.
3. The list shall be provided to the Alliance and employees on a monthly basis.
4. The list shall include each individual's name, last job title, work location, group and level held with the Employer and total accumulated service.
5. When a temporary position becomes available, in addition to posting the position consistent with Article xx Filling of Vacancies and Transition to Permanency, the Employer shall make the posting available to individuals on the list.
6. All individuals on the list shall be considered temporary employees for the purposes of Article xx Filling of Vacancies and Transition to Permanency.
7. Individuals on the list shall have two weeks from the date of notification to apply for the position.
8. The position shall be awarded first to the applicant with the most accumulated service on the list either currently working in the job title for which the position posted, or whose last position with the Employer was in the job title for which the position is posted. If there is no such applicant, it shall be awarded to the applicant with the most accumulated service on the list meeting the basic requirements of the job.

9. Employees working in a temporary position for three (3) years, or in concurrent temporary positions for three (3) years, shall be offered a permanent position. The hours associated with the position shall be consistent with the hours of the temporary position held at the time of conversion.
10. The Employer agrees not to artificially create a break in the employment of a term or casual employee solely in order to prevent the term employee attaining a permanent position.
11. Term employment should not be used as a substitute probationary period for indeterminate staffing.
12. Term employees should be treated fairly and responsibly (i.e. reasonable renewal/ non-renewal notice, performance feedback, appointments/re-appointments that truly reflect the expected duration of the work, and orientation upon initial appointment).

APPENDIX C
WORKFORCE ADJUSTMENT

RESERVE.

APPENDIX E
MEMORANDUM OF AGREEMENT WITH RESPECT TO
IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

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

The provisions of this collective agreement shall be implemented by the parties within a period of ~~one hundred and fifty (150)~~ **ninety (90)** days from the date of signing.

APPENDIX A AND VARIOUS WAGES, ALLOWANCES AND RATES OF PAY

The Union reserves the right to table a comprehensive wage proposal, which will include but not necessarily limited to amendments to the rates of pay, structure of the wage grids, increases and/or expanded scope of allowances for specific occupational groups and pay notes.

**NEW
SOCIAL JUSTICE FUND**

The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such a contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letter Patent of the PSAC Social Justice Fund.