

CRA NEGOTIATIONS 2025

Program Delivery and Administrative Services

BARGAINING DEMANDS

September 11, 2025

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.

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ARTICLE 2 – INTERPRETATION AND DEFINITIONS

RESERVE

ARTICLE 10 – INFORMATION

- 10.01 The Employer agrees to **collect and** supply the Alliance each quarter with the name, geographic location and classification of each new employee. with the following information of each employee on a quarterly basis:
 - a. Full Name
 - b. Individual Agency Number (IAN)
 - c. Position information as follows:
 - i. Effective date
 - ii. Job title
 - iii. Job Classification
 - iv. Employment status
 - v. Branch
 - vi. Work Unit
 - vii. Physical location associated with the position (e.g., civic address of specific building, office, or location of work)
 - viii. Personal phone number
 - ix. Personal home address
 - x. Personal email address

10.02 – Renumber (current 10.02 becomes 10.03)

- a. The Employer shall provide each Alliance local each month with a list of all employees who begin work at a CRA work location in that local's jurisdiction and a list of all employees who permanently leave a CRA work location in that local's jurisdiction.
- b. The Alliance Local shall be advised no less than fifteen (15) days prior to the expiration, termination or renewal of a term employee's contract. Term employees shall be advised of their right to Alliance representation consistent with 17.xx in any meeting with the Employer concerning their employment.

ARTICLE 12 – USE OF EMPLOYER FACILITIES

- 12.03 A duly accredited representative of the Alliance may shall be permitted access to the Employer's premises In order to assist in the resolution of a complaint or grievance, to meet with members and or to attend meetings called by with management, a duly accredited representative of the Alliance may shall be permitted access to the Employer's premises. A representative appointed by the Alliance may shall be permitted access to the Employer's premises on stated Alliance business. It is agreed that this access will not disrupt Employer's operations. Permission to enter the premises shall, in each case, be obtained from the Employer. Such permission shall not be unreasonably withheld.
- 12.xx Alliance representatives shall be permitted to distribute Alliance material to employees at the employer's premises.
- 12.xx Alliance representatives shall be permitted use of the employer's email system and the employer's Intranet system to communicate with employees concerning the business affairs of the Alliance.

ARTICLE 13 – EMPLOYEE REPRESENTATIVES

- 13.01 The Employer acknowledges the right of the Alliance to appoint orotherwise select employees as representatives.
- 13.02 The Alliance and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of the organization, the number and distribution of employees at thework place, and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance/adjudication procedure.

Renumber:

13.03 The Alliance shall notify the Employer in writing of the name andjurisdiction of its representatives identified pursuant to clause 13.02.

13.04

- a. A representative shall obtain the be granted the permission of their immediate supervisor before leaving their 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 unreasonablywithheld. Where practicable, the representative shall report back totheir supervisor before resuming their normal duties.
- b. Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will becommunicated to the employee's supervisor.
- c. An employee shall not suffer any loss of pay when permitted toleave their work under paragraph (a).
- 13.05 The Alliance shall have the opportunity to have an employee representative introduced to new employees and be invited to participate as part of the Employer's formal orientation programs, where they exist. Where orientation programs do not exist, employee representatives shall be afforded a reasonable opportunity, as determined by the employee representatives, to meet with new members either individually or in groups, as determined by the employee representatives.

NEW

13.06 Alliance representatives who participate in in activities outlined in 13.05 above shall be provided leave with pay for such activities.

ARTICLE 14 – LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

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 their grievance and/or the administration of 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 placeoutside their headquarters area.

14.12

Subject to operational requirements, the **The** Employer shall grant leave without pay to a reasonable number of employees to attend:

- a. meetings of the Board of Directors of the Alliance,
- b. meetings of the National Executive of the components,
- c. Executive Board meetings of the Alliance,
- d. conventions and conferences of the Alliance, the components, the Canadian Labour Congress and the territorial and provincial federations of labour, and
- e. Alliance recognized committee meetings of the Alliance, the components, the Canadian Labour Congress and the territorial and provincial federations of labour.

Representatives' Alliance Training Courses

14.13 When operational requirements permit, The Employer will 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. In the case of trainings associated with health and safety, the Employer shall grant leave with pay.

Leave for elected full-time officials of the Alliance

14.14 The Employer will grant leave without pay, without loss of service, 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. When said leave is over the employee shall be returned to the position the employee held when the leave began.

- 14.XX The employer shall grant leave without pay to an Alliance representative to assist with Alliance campaigns.
- 14.XX Upon written request, an employee shall be granted leave without pay to accept temporary employment with the Alliance or other labour organization to which the Alliance is affiliated.
- 14.XX Union Management Consultation Committee (UMCC)
 - Upon request by an Alliance representative, they shall be granted reasonable leave with pay for the purposes of preparing for each UMCC meeting.
- 14. XX Each employee shall be provided, at the employee's request, a minimum of one day leave with pay for participation in Alliance training or other Alliance activities.

ARTICLE 15 – LABOUR DISPUTES

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

NEW

15.02 No employee shall be required by the Employer to cross any bargaining agent's picket line.

ARTICLE 17 - DISCIPLINE

NEW

17.01 Replace current with:

No disciplinary measure in the form of a notice of discipline, suspension or discharge or any other form shall be imposed on any employee without the employee and, where applicable, the Alliance, receiving beforehand or at the same time a written notice showing the grounds on which a disciplinary measure is imposed.

17.02 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing, or to render a disciplinary decision which concerns them, the employee is entitled to have, at their request, a representative of the Alliance attend the meeting. The employer shall advise the employee of this right in writing prior to the meeting. Where practicable, the employee shall receive a minimum of ene (1) two (2) days' notice of such a meeting.

NEW

- 17.XX An employee is entitled to have, at their request, a representative of the Alliance attend and advocate on their behalf in any meeting concerning their employment.
- NEW 17.XX At no time may electronic monitoring systems be used as a means to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act.
- NEW 17.XX No employee shall suffer a stoppage in pay while under investigation, until such time as the investigation has been completed and discipline rendered.

ARTICLE 19 – NO DISCRIMINATION

Preamble: The Alliance and the Employer recognize the right of employees to work in an environment free from discrimination, interference, restriction, coercion, harassment or intimidation,, and agree that discrimination, interference, restriction, coercion, harassment, intimidation, will be prevented and will not be tolerated in the workplace.

- 19.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religion, sex, sexual orientation, gender identity and expression, family status, marital status, genetic characteristics, disability, membership or activity in the Alliance or a conviction for which a pardon has been granted.
- 19.02 Employees who experience discrimination may submit a grievance and may also exercise their rights to file a complaint with the Canadian Human Rights Commission.

19.02 19.03 With respect to a grievance filed in relation to this Article:

- 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 19.04 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.
- 19.05 When the Employer becomes aware of discrimination, harassment and/or violence in the workplace, whether as a result of observation, the employer being made aware or as a result of a notice of occurrence or complaint by an employee or a grievance, the Employer shall immediately undertake an initial review of the occurrence.

19.06 Selection of Investigator

If the occurrence is not resolved an investigation of the occurrence must be carried out. The factors considered for the joint selection of an investigator shall include the candidates' impartiality, the completion of necessary training that includes the comprehension of intersectionality, and, from the viewpoint of the complainant, their fit with the candidates' lived experience, background, and possible membership in a designated employment-equity and/or equity-deserving group(s).

19.07 The statement of work for the investigator shall include:

- a. an obligation for the investigator to contact all relevant witnesses,
- b. a commitment to meet all willing witnesses provided by the parties,
- c. an expected completion date of both the investigation and submission by the investigator of their report,
- d. a requirement to gather and analyze all information,
- e. a requirement to interview relevant parties (e.g. principal party, responding party, and all witnesses) about the workplace complaints under this article,
- f. a commitment to determine whether the allegation(s) constitute(s) any action, conduct, threat or gesture of a person towards an employee in their workplace that can reasonably be expected to cause harm, injury or illness to that employee,
- g. a commitment to determine the nature of the workplace discrimination and contributing factors, and identify additional measure(s), and root causes; and,
- h. a commitment to provide recommendations to prevent reoccurrence or further occurrences of workplace discrimination.

The investigator will conduct all interviews in a fair, impartial, professional manner and will respect the rights and dignity of all parties involved. The investigator is permitted assistance such as translation and transcription. However, subcontracting of this contract is not permitted and the investigator is the individual to which this contract applies.

- 19.08 An Investigation may be discontinued if the parties reach resolution via another method.
- 19.04 19.09 The Employer shall provide the complainant(s) and/or respondent(s) with an official copy of the investigation report, subject to **any restriction pursuant to** the Access to Information Act and **the** Privacy Act.
- 19.10 The Employer shall track all reported incidents of discrimination, including how they were addressed and provide an annual report to the Alliance and the Centre of Expertise on Diversity and Inclusion.

Training

19.11 On an annual basis, the Employer shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding anti-oppression and discrimination and intersectionality. Such training shall include information about relevant policies, processes, the applicable legislation, regulations, specific to the culture, conditions and activities of the workplace, and complaint mechanisms. Time spent in training shall be considered as time worked.

ARTICLE 20 - SEXUAL HARASSMENT AND ABUSE OF AUTHORITY

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

20.02

Definitions:

- a. Harassment, violence or bullying 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, their dignity or their reputation, including any prescribed action, conduct or comment. This includes all types of harassment and violence, including sexual harassment, sexual violence and domestic violence. Harassment can also be expressed on the basis of the prohibited ground of discrimination as defined in article 19.01 and in the Canadian Human Right Act.
- b. Abuse of authority occurs when an individual or group of individuals use the power and authority inherent in their position or occupation, and/or influence to threaten, endanger an employee's job, potentially undermine the employee ability to perform that job, threaten the economic livelihood of that employee or in any way interfere with or influence the career, reputation or dignity of the employee. It may include intimidation, removal of resources, unfair or abusive control of resources and/or information, removal of meaningful valued work and/or making an individual redundant, threats, loss of dignity, blackmail or coercion.
- 20.03 Employees who experience harassment, sexual harassment or violence may submit a grievance to seek remedy and/or exercise their rights to report an occurrence as per Part II of the *Canada Labour Code* (CLC) process, and/or file a complaint with the Canadian Human Rights Commission.

Grievance Process

20.024 With respect to a grievance filed in relation to this Article;

- 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.
- 20.035 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with **violence**, **harassment**, **or** sexual harassment. The selection of the mediator will be by mutual agreement.

Regulatory Process

- 20.06 In addition to an employee's right to file a grievance and/or a Human Rights complaint, employees may submit a Notice of Occurrence, as per the section 15 (1) of the Workplace Harassment and Violence Prevention Regulations.
- 20.07 Once a designated representative receives a Notice of an Occurrence as per Part II of the Canada Labour Code (CLC), then they shall immediately confer with the principal party and their union representative to determine whether or not the incident(s) and/or pattern of behaviour meets the definition of an occurrence as required by subsection 23(2) of the Regulations. If it is determined that the incident(s) and/or pattern of behaviour meets the definition, then the designated recipient shall immediately undertake the negotiated resolution process.
- 20.08 If the matter is not resolved during a timely negotiated resolution process, both the principal party and the responding party may agree to participate in the conciliation process.
- 20.09 Whether or not another resolution process is underway, or whether or not all parties have made a reasonable effort to resolve the occurrence, a principal party that believes the incident meets the definition of an occurrence or does not consider the occurrence resolved, may request an investigation be undertaken forthwith. Once such a request is received, the designated representative shall immediately complete and submit the notice of investigation.

Investigations, General provisions

20.10 Selection of Investigator

If the occurrence is not resolved an investigation of the occurrence must be carried out. The factors considered for the joint selection of an investigator shall include the candidates' impartiality, the completion of necessary training that includes the comprehension of intersectionality, and, from the viewpoint of the complainant, their fit with the candidates' lived experience, background, and possible membership in a designated employment-equity and/or equity-deserving group(s).

- 20.11 The statement of work for the investigator shall include:
 - a. an obligation for the investigator to contact all relevant witnesses,
 - b. a commitment to meet all willing witnesses provided by the parties,
 - c. an expected completion date of both the investigation and submission by the investigator of their report,
 - d. a requirement to gather and analyze all information,

- e. a requirement to interview relevant parties (e.g. principal party, responding party, and all witnesses) about the workplace harassment and violence allegations.
- f. a commitment to determine whether the allegation(s) constitute(s) any action, conduct, threat or gesture of a person towards an employee in their workplace that can reasonably be expected to cause harm, injury or illness to that employee,
- g. a commitment to determine the nature of the workplace harassment and violence and contributing factors, and identify additional measure(s), and root causes; and,
- h. a commitment to provide recommendations to prevent reoccurrence or further occurrences of workplace harassment and violence;

The investigator will conduct all interviews in a fair, impartial, professional manner and will respect the rights and dignity of all parties involved. The investigator is permitted assistance such as translation and transcription. However, subcontracting of this contract is not permitted and the investigator is the individual to which this contract applies.

- 20.12 An Investigation may be discontinued if the parties reach resolution via another method.
- 20.04 20.13 The Employer shall provide the complainant(s) and/or respondent(s) with an official copy of the investigation report, subject to any restriction pursuant to the Access to Information Act and the Privacy Act. Any recommendations to eliminate or minimize the risk of similar occurrences contained in a report shall be considered by the appropriate Health and Safety Committee after which the committee will advise the Employer of those that they recommend for implementation, and any new recommendations proposed by the committee and any amended existing recommendations, proposed by the committee. The Employer shall provide written rationale to the committee for any recommended, new or amended recommendations that they do not accept for implementation.

Training

20.14 On an annual basis, the Employer shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding harassment, sexual harassment, violence in the workplace, and

intersectionality. Such training shall include information about relevant policies, processes, the applicable legislation, regulations, be specific to the culture, conditions and activities of the workplace, the relationship between work place harassment and violence and the prohibited grounds of discrimination set out in subsection 3(1) of the Canadian Human Rights Act, the regulations and available complaint mechanisms. Time spent in training shall be considered as time worked.

ARTICLE 23 - JOB SECURITY

- 23.01 Subject to the willingness and capacity of individual employees to **be trainable** and willing to either telework or relocate accept relocation and retraining, the Employer will make every reasonable effort to ensure that any reduction in the workforce will be accomplished through attrition.
- 23.02 Where practicable and when indeterminate employees are affected by workforce adjustment situations, and provided the employee is capable of performing the necessary work, preference shall be given to their retention over re-engaging a contractor.
- 23.02 Only members of the bargaining unit shall perform work of the bargaining unit, except by explicit mutual agreement in writing between the Union and the Employer.
- 23.03 The employer shall bring all currently sub-contracted bargaining unit work back into the bargaining unit. The parties shall meet within ninety (90) days of ratification to ensure full compliance with this Article.
- 23.04 Where a person has been employed in the same department/agency as a term employee for a cumulative working period of three (3) years without a break in service longer than sixty (60) consecutive calendar days, the department/agency shall appoint the employee indeterminately at the level of his/her substantive position. The "same department" includes functions that have been transferred from another department/agency by an Act of Parliament or by an Order-in-Council.
- 23.05 The Employer agrees not to artificially create a break in service or reduce a term employee's scheduled hours in order to prevent the employee from attaining indeterminate status.

ARTICLE 24 – TECHNOLOGICAL CHANGE

NEW

- 24.XX No new Artificial Intelligence systems of any kind shall be introduced by the Employer without the Alliance's written consent.
- 24.XX The introduction of Artificial Intelligence shall not result in the reduction of any bargaining unit positions, nor shall it result in a reduction in the number of hours worked by members of the bargaining unit.
- 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.
- 24.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundredand eighty (180) calendar days written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.
- 24.06 As soon as reasonably practicable Within thirty (30) days after notice is given under clause 24.04, the Employer shall consult meaningfully with the Alliance concerning the rationale for the change and the topics referred to in clause 24.05 on each group of employees, including training.
- 24.07 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order toperform the duties of the employee's substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

ARTICLE 25 – HOURS OF WORK

The Alliance proposes a thirty (30) hour work week with no loss in pay. The standard work week would be four (4) days rather than the current five (5) days under 25.06. Days of rest remain unchanged under the Alliance's proposal.

Add as a preamble

Unless specified elsewhere in this Collective Agreement, an employee is under no obligation to engage in work-related communications including, but not limited to, answering calls or emails outside of normal working hours, nor shall they be subject to discipline or reprisals for exercising their rights under this Article.

Day Work

25.06 Except as provided for in clauses 25.09 and 25.11:

- a. the normal work week shall be thirty-seven decimal five (37.5) hoursfrom Monday to Friday inclusive, and
- b. the normal work day shall be seven decimal five (7.5) consecutive hours, exclusive of a meal period, between the hours of 7:00 a.m.and 6:00 p.m.
- c. notwithstanding b. above, an employee may, at their discretion, begin their work day as early as 6:00 am, provided that such employees work seven decimal five (7.5) consecutive hours, exclusive of a meal period.

The Alliance reserves the right to make further proposals concerning Article 25 pending the Employer's providing of scheduling information.

ARTICLE 27 – SHIFT PREMIUMS

27.01 Shift Premium

An employee working on shifts will receive a shift premium of two dollars and fifty eents (\$2.50) five dollars (\$5.00) 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 fifty cents (\$2.50) five dollars (\$5.00) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

ARTICLE 28 – OVERTIME

28.07

- d. Compensatory leave with pay earned in the fiscal year and not used by the end of September 30 of the following fiscal year will be paid for in cash at **the greater of** the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of their substantive position on September 30. or as calculated from the rate of pay for which the credits were earned.
- 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 greater of the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of their substantive position or as calculated from the rate of pay for which the credits were earned 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 for one (1) meal in the amount equivalent to the lunch rate outlined in Appendix C of the National Joint Council's Travel Directive of twelve dollars (\$12.00), except where free meals are provided.
- b. When an employee works overtime continuously extending **three (3)** hours or more beyond the period provided for in (a), the employee shall be reimbursed for one (1) additional meal in the amount **equivalent to the lunch rate outlined in Appendix C of the National Joint Council's Travel Directive of twelve dollars (\$12.00)** for each additional **three (3)** hour period thereafter, except where free meals are provided.

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. National Indigenous Peoples Day
 - e. f. Canada Day
 - f. g. Labour Day
 - g. h. National Day for Truth and Reconciliation
 - h. i. the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving
 - **∔ j**. Remembrance Day
 - i. k. Christmas Day
 - k. I. Boxing Day
 - H. m. one (1) two (2) additional days in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first (1st) Monday in August
 - m. n. one (1) additional day when proclaimed by an Act of Parliament as a national holiday.

NEW

30.XX For the purposes of this Agreement, all regular working days that fall within the Christmas Break shall be considered designated paid holidays. For the purposes of this clause "Christmas break" means the three (3) working days between Christmas Day and New Year's Day.

ARTICLE 34 – VACATION LEAVE WITH PAY

Accumulation of vacation leave credits

34.02 – Replace current with the following:

- a. An employee shall earn vacation leave credits for each calendarmonth during which they earn pay for either ten (10) days or seventy-five (75) hours at the rates outlined in 34.02(c) to (i).
- b. For the purpose of this clause, a day spent on leave with pay shall count as a day where pay is earned;
- c. nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's **second** (2nd) year of service occurs;
- d. 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;
- e. 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.
- 34.03 Union proposes to include time spent working for employers covered by the Parliamentary Employment and Staff Relations Act.

34.05

a. Employees are expected to take all their vacation leave during the vacation year in which it is earned.

b. Vacation scheduling:

Union proposes to introduce timelines for Call Centre employees consistent with recent grievance settlement reached.

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, regardless of an employee's status of full-time or part-time.

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 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 (two) five (1.25) hours for each calendar month during which they work shifts and they 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 purpose of this clause, a day spent on leave with pay shall count as a day where pay is earned.
- 35.02 A new employee who has completed their first six (6) months of continuous employment is entitled to receive an advance of sick leave credits equivalent to the anticipated credits for the current year.

NEW

35.03 Employees shall be advanced on April 1st of each year those sick leave credits that they will have earned for the fiscal year.

Granting of sick leave

35.03

- **35.04** An employee shall be granted sick leave with pay when they are unable to perform their duties because of illness or injury provided that:
 - a. they satisfy the Employer of this condition in such manner and at such time as may be determined by the Employer, and
 - b. they have the necessary sick leave credits.
- **35.04** Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 35.03(a).

35.05

- a. When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 35.03, sick leave with pay may, at the discretion of the Employer, shall be granted to an employee for a period of up to one hundred and eighty-seven decimal five (187.5) two hundred and two decimal five (202.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.
- b. The Employer may for good and sufficient reason, advance sick leave credits to an employee when a previous advance has not been fully reimbursed.

NEW

35.XX When a medical certificate is requested by the Employer, the employee will be reimbursed for the cost of the certificate. An employee may only be asked to provide a medical certificate for periods in excess of five (5) consecutive days. Where an employee is unable to acquire a medical certificate, a statement signed by the employee stating that because of illness or injury they were unable to perform their duties will suffice.

ARTICLE 36 – MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES LEAVE

36.01 Up to one-half (1/2) a day of reasonable-time off with pay will be granted to pregnant employees, for the purpose of attending routine personal medical or

- dental appointments and treatments. Additional time off for travel associated with each appointment will not be unreasonably denied.
- **36.02** Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

ARTICLE XX – WELLNESS LEAVE

- XX.01 The Employer recognizes the impact of mental health and neurodivergence on employee well-being and workplace participation.
- XX.02 In support of employee wellness, each employee shall be entitled to up to

•	Mental health or emotional wellness,
•	Neurodivergent needs.
XX.03	These days shall not require medical documentation, may be taken in full or partial days, and are not carried over into the next fiscal year.

five (5) wellness paid leave days per fiscal year for reasons related to

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

RESERVE

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 seventy-eighth (78th) week following the birth **or at the end of the nursing or pumping**, request the Employer to modify their job functions or reassign them to another job if, by reason of the pregnancy or nursing, continuing any of their current functions may pose a risk to their health or that of the fetus or child.

NEW

39.07 Upon request of a nursing or pumping employee, they shall be granted reasonable leave with pay to nurse, pump or express during working hours. Moreover, the employer shall provide a reasonable private space to do so. For greater clarity, this space shall not be a public or private washroom.

ARTICLE 40 – PARENTAL LEAVE WITHOUT PAY

RESERVE

ARTICLE 41 – LEAVE WITHOUT PAY FOR <u>REASONS RELATED TO</u> FAMILY

- **41.01** Both parties recognize the importance of access to leave for the care of reasons related to 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.
- **41.03** An employee shall be granted leave without pay for the care offamily for reasons related to 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 whichevent notice in writing shall be provided as soon as possible;
 - b. leave granted under this Article shall be for a minimum period ofthree (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 publicservice;
 - d. leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.
- **41.04** Subject to operational requirements, an employee who has proceeded on leave without pay may change their return-to-work date if such change does not result in additional costs to the Employer.
- 41.05 All leave taken under Leave Without Pay for the long-term Care of 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 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 **seventy-five** (75) 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 the employee leave with pay under the following circumstances:
 - a. to take a family member for medical or dental appointments of a professional nature 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 the employee with time to make alternative 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 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. to visit a family member who, due to incurable terminal illness, is nearing the end of their life.
 - fifteen (15) hours out of the forty five (45) hours stipulated in this clause may be used 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.xx Where in a fiscal year, an employee has not used all of the leave under this Article, the unused portion shall be carried over into the following year, to a maximum of one hundred and fifty (150) hours.

For greater certainty, travel time for the purposes outlined above shall be included.

ARTICLE 44 – DOMESTIC VIOLENCE LEAVE

Domestic violence leave

44.01 For the purpose of this article, 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 from 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 and performance at work. Therefore, the Employer is committed to providing support to employees who experience domestic violence.
- 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 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 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: or
 - vi. to attend to any other activities that people experiencing domestic violence need to manage.
- c. The total domestic violence leave with pay which may be granted under this article shall not exceed one hundred and fifty (150) seventy-five (75) hours in a fiscal year. Additional leave with pay beyond the one hundred and fifty (150) hours may be granted on a case-by-case basis.
- d. All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- e. In order to provide support to an employee experiencing domestic violence and to ensure a safe work environment for all employees,

the Employer will approve any reasonable request from an employee experiencing domestic violence for:

- i. Changes to their work pattern, location or hours;
- ii. Job assignment;
- iii. Job transfer or relocation;
- iv. Working remotely
- v. A change to their telephone number or email address to avoid harassing contact; and/or
- vi. Any other appropriate measure, including those available under existing flexible work arrangements.
- **f.** 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. **g.** Notwithstanding clauses 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 46 – BEREAVEMENT LEAVE WITH PAY

46.01 For the purpose of this clause, "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.
- b. 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.
- **46.02** When a member of the employee's family dies, the employee shall be entitled to a bereavement leave with pay. Such bereavement 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) five (5) 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) **fourteen (14)** consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) ten (10) 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) five (5) days' leave with pay, in total, for the purposes of travel for these two (2) periods.
- 46.05 An employee is entitled to one (1) three (3) day's bereavement leave with pay for the purpose related to the death of their aunt, uncle, brother-in-law, sister-in-law, niece or nephew.
- **46.06** If, during a period of sick leave, vacation leave, or compensatory leave, an employee is bereaved in circumstances under which they would have been eligible for bereavement leave with pay under clauses 46.02 and 46.05, the employee shall be granted bereavement leave with pay and their paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

46.07 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 46.02 and 46.05

ARTICLE 47 – COURT LEAVE

- **47.01** The Employer shall grant leave with pay to an employee for the period of time they are 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,
 - d. where the employee is a complainant, plaintiff or respondent:
 - e. To accompany a family member to a proceeding
 - i. in or under the authority of a court of justice,
 - 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.
 - f. The employee shall also be granted leave with pay for travel to and from the proceeding.

ARTICLE 48 –LEAVE WITH PAY <u>AND PAY ADMINISTRATION</u> FOR PARTICIPATION IN STAFFING PROCESS

48.01 Where an employee participates in a CRA staffing process, including the recourse mechanism where applicable, or applies for a position in the public service, as defined in the Federal Public Sector Labour Relations Act, including the complaint process where applicable, the employee is entitled to leave with pay for the period during which the employee's presence is required employee is invited for purposes of the process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where their presence is so required invited. This applies to a process related to the Interchange Program and to deployments.

Where an employee is invited outside of their normal working hours, the employee shall be remunerated at the employee's applicable overtime rate.

ARTICLE 52 – LEAVE FOR INDIGENOUS PRACTICES

- **52.01** Subject to operational requirements as determined by the Employer, fifteen (15) thirty-seven point five (37.5) hours of leave with pay and twenty-two decimal five (22.5) hours of leave without pay per fiscal year shall be granted to an employee who self-declares as an Indigenous person and who requests leave to engage in traditional Indigenous practices, including land-based activities such as hunting, fishing, and harvesting.
 - For the purposes of this article, an Indigenous person means First Nations, Inuit or Métis.
- **52.02** 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.
- **52.03** An employee who intends to request leave under this article must give notice to the Employer as far in advance as possible before the requested period of leave.
- **52.04** Leave under this article may be taken in one or more periods. Each period of leave shall not be less than seven decimal five (7.5) hours.

ARTICLE 53 – LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

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) thirty (30) hours of leave with pay for reasons of a personal nature.

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.

If, during any period of personal leave, an employee has been approved and granted another form of leave, the personal leave shall be recredited to the employee.

53.XX Leave with Pay for First Responder Duties

Upon request of the employee, the Employer shall grant leave with pay for the performance of volunteer first responder duties.

53.04 Care Giving Leave

- xx. Where an employee is subject to a waiting period before receiving Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults, they shall receive an allowance of ninety-three per cent (93%) of their weekly rate of pay.
- xx. For each week the employee receives Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults, they shall receive the difference between ninety-three per cent (93%) of their weekly rate and the applicable Employment Insurance (EI) benefit.

NEW ARTICLE – LEAVE WITH INCOME AVERAGING

XX.01 Leave With Income Averaging:

Upon an employee's request and with the concurrence of the Employer, employees shall be entitled to reduce the number of weeks they work in any twelve (12) month period by taking leave without pay for a minimum of two (2) weeks to a maximum of three (3) months, with income averaged over the full twelve (12) month period. Pension and other benefits will be calculated as if the employee was on paid leave.

xx.02 The Employer agrees that requests subject to this article shall not be unreasonably denied. In the event that the Employer cannot accommodate all requests, years of service shall be applied for the granting of requests.

NEW ARTICLE - REPRODUCTIVE HEALTH SUPPORT

XX.01 For the purposes of this article, "reproductive health" refers to

- i. Menstruation, perimenopause, menopause and hypogonadism;
- ii. Polycystic ovarian syndrome (PCOS), endometriosis;
- iii. In Vitro Fertilization (IVF) and other forms of assisted reproductive technologies;
- iv. Vasectomy, tubal ligation, hysterectomy, oophorectomy;
- v. Pregnancy that ends other than as a result of a live birth;
- vi. Gender-affirming reproductive care;

and medical conditions, procedures, and treatments related to the above.

XX.02 The Employer recognizes the importance of providing a supportive environment when employees experience pain, discomfort, or other symptoms related to reproductive health. This includes ensuring a workplace that is both physically and psychologically healthy, promoting well-being, and addressing mental health needs associated with these experiences.

Individual Reproductive Health Support

- XX.03 To support employees managing reproductive health symptoms and ensure a safe work environment, the Employer will approve reasonable requests for:
 - a. Work from home;
 - b. Flexible hours;
 - c. Workplace supports which prioritize comfort and wellbeing of the employee, such as resting in a quiet area, or additional breaks; or
 - d. Paid leave as outlined in Articles XX.04 to XX.08. Requests for these provisions will not be unreasonably denied. Reproductive Health Leave
- XX.04 Employees are entitled up ninety (90) hours of paid leave per calendar year to manage symptoms associated with reproductive health, and/or attend appointments without the requirement to provide a medical certificate.
- XX.05 An Employee requesting to take leave under this clause shall advise the Employer of the duration, or expected duration, of the leave as soon as practicable.
- XX.06 If reproductive health leave is exhausted, employees may access paid sick leave under the collective agreement's sick leave provisions, without the requirement to provide a medical certificate.

Leave for End of Pregnancy

- XX.07 For the purposes of this section, "end of pregnancy" means a pregnancy that ends other than as a result of a live birth.
- XX.08 An employee is entitled to paid leave under this article, if
 - a. they experience an end of pregnancy;
 - their spouse or common-law partner experiences an end of pregnancy; or
 - another person experiences an end of pregnancy, and the employee would have become the legal parent of the child born as a result of the pregnancy.
- XX.09 If an employee's pregnancy ends before completing week twenty (20) of pregnancy, they are entitled to five (5) days paid leave.
- XX.10 If the pregnancy ends after completing week twenty (20), the employee is entitled to
- a. fourteen consecutive days of leave with pay and
- b. up to eight (8) weeks of leave without pay, unless the employee is entitled to a longer period of leave under Article 38.
- XX.11 For clarity, if the pregnancy ends after completing week twenty (20), and the employee has commenced unpaid leave under Article 42, the total entitlement to paid and unpaid leave, including any leave described in XX.12(a) and (b), shall not exceed eighteen (18) weeks.
- XX.12 The leave under XX.12 (a) may be taken in a single period of fourteen (14) consecutive calendar days, or in two (2) separate periods to a maximum of ten (10) working days.

Subsequent change at Leave general 37.01(d) to add leave taken under xx.08 and xx.10(a).

ARTICLE 56 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

NEW

56.XX At no time may electronic monitoring systems be used as a means to evaluate the performance of employees.

ARTICLE 60 – CALL CENTRE AND CONTACT CENTRE EMPLOYEES

- 60.01 Employees working in call centres and contact centres shall be provided **a** five (5) consecutive minutes—not on a call—**rest period**—for each hour not interrupted by a regular break or meal period.
- 60.xx Employees working in call centres shall be provided with a minimum of a forty-five (45) second cognitive microbreak between calls.

60.02

- a. Call monitoring is intended to improve performance by providingguidance and feedbackto 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.
- 60.03 Coaching and development feedback resulting from call monitoring shall be provided in a timely and meaningful fashion.

60.04

- a. Upon initial hire, all call centre and contact centre employees shall be provided with at least one (1) day of facilitated training on coping skills, crisis intervention, and the ability to handle difficult calls.
- b. In addition, all call centre and contact centre employees shall be provided with a minimum of two (2) days of training annually on matters related to working in a call centre, such as training to reinforce coping skills, crisis intervention, the ability to handle difficult calls and additional topics identified following consultation with the Union

ARTICLE 61 – PART-TIME EMPLOYEES

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

NEW

60.XX

Pre-Retirement Leave

Notwithstanding clause 61.02, there shall be no prorating of the maximum of one hundred and eighty-seven decimal five (187.5) hours with respect to Article 52, Pre-Retirement Leave.

60.XX

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 63 – PAY ADMINISTRATION

RESERVE

ARTICLE XX – ALTERNATIVE WORKING ARRANGEMENTS

XX.01 Upon written request of an employee, they shall be permitted to perform some or all their duties and responsibilities at a location other than a designated office of the Employer at no cost to the employee.

The Union reserves the right to make further proposals on the remainder of this Article at a future date.

NEW ARTICLE XX – OPERATIONAL REQUIREMENTS

- XX.01 The employer agrees that when an employee is denied access to a provision of this agreement because of operational requirements, it will disclose in writing a detailed explanation to the employee of what those operational requirements are.
- xx.02 Failure on the part of the Employer to comply with xx.01 above shall result in the granting of the employee's request.

APPENDIX C - WORKFORCE ADJUSTMENT

RESERVE

The Union will be tabling proposals that minimally provide rights for employees that include years of service recognition and new rights in the context of remote work.

PAY ADMINISTRATION, APPENDIX A, A-2 AND VARIOUS WAGES, ALLOWANCES AND RATES OF PAY

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

Further, Appendix A-2 must be reviewed by the parties and revised, where necessary to ensure that all legacy pay rates listed in the Appendix are required and to ensure that all positions occupied by employees under the legacy standard who are currently salary protected are listed in the Appendix (e.g. AS03).

APPENDIX H

RESERVE

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.