



## **CRA NEGOTIATIONS 2022**

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### **Program Delivery and Administrative Services**

### **BARGAINING DEMANDS**

**January 2022**

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.

## ARTICLE 2 INTERPRETATION AND DEFINITIONS

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**Amend as follows:**

2.01

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

## ARTICLE 6 MANAGERIAL RESPONSIBILITIES

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**6.01** Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the public service.

**6.02** Notwithstanding clause 6.01 above, there shall be no contracting out of any work normally performed by bargaining unit members.

## **ARTICLE 10 INFORMATION**

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### **10.01**

a) 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.**

b) 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.

## ARTICLE 11 CHECK-OFF

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### **NEW (*consequential renumbering required*)**

**11.04** For dues remittance purposes the Employer shall provide to the Alliance on monthly basis the following information for each employee in separate columns:

- Individual Agency Number
- Surname of employee
- First name of employee
- Current classification group and level
- Effective date of data extract
- Current employer code
- Current department code
- Current work location (street address, building name, floor designation, city, province/territory and postal code)
- GEO Location Code

## ARTICLE 12 USE OF EMPLOYER FACILITIES

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

**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

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**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.**

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

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**Representatives' Alliance Training Courses**

**14.13** ~~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.

**The employer shall also grant leave without pay to employees who are not Alliance representatives to undertake training offered by the Alliance.**

**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.**

## **ARTICLE 17 DISCIPLINE**

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**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 one (1) days' notice of such a meeting.

**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**

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**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 and expression, family status, mental or physical disability, **genetic characteristics** membership or activity in the Alliance, marital status, or a conviction for which a pardon has been granted.

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

**ARTICLE 20**  
**SEXUAL HARASSMENT**

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**RESERVE**

## ARTICLE 24 TECHNOLOGICAL CHANGE

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**24.01** The parties have agreed that in cases where, as a result of technological change, the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, Appendix "C" on Work Force Adjustment will apply. In all other cases, the following clauses will apply.

**24.02** In this article, "technological change" means:

a. the introduction by the Employer of equipment, ~~or~~ material, **hardware, systems or software** of a different nature than that previously utilized;

and

b. a change in the Employer's operation directly related to the introduction of that equipment, ~~or~~ material, **hardware, systems or software**.

**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 hundred and eighty (180)~~ **three hundred and sixty (360)** 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.

**24.05** The written notice provided for in clause 24.04 will provide the following information:

a. the nature and degree of the technological change;

- b. the date or dates on which the Employer proposes to effect the technological change;
- c. the location or locations involved;
- d. the approximate number and type of employees likely to be affected by the technological change;
- e. the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.
- f. **the business case and all other documentation that demonstrates the need for the technological change and the complete formal and documented risk assessment that was undertaken as the change pertains to the employees directly impacted, all employees who may be impacted and to the citizens of Canada if applicable, and any mitigation options that have been considered.**

**24.06** As soon as reasonably practicable after notice is given under clause 24.04, the Employer shall consult meaningfully with the Alliance, **at a mutually agreed upon time**, 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 to perform 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

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### 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.**

**25.01** For the purpose of this Article:

- a. the week shall consist of seven (7) consecutive days beginning at 00:00 hours Monday morning and ending at 24:00 hours Sunday;
- b. the day is a twenty-four (24) hour period commencing at 00:00 hours.

**25.02** Nothing in this Article shall be construed as guaranteeing minimum or maximum hours of work. In no case shall this permit the Employer to reduce the hours of work of a full-time employee permanently.

**25.03** The employees may be required to register their attendance in a form or in forms to be determined by the Employer.

**25.04** It is recognized that certain operations require some employees to stay on the job for a full scheduled work period, inclusive of their meal period. In these operations, such employees will be compensated for their half (1/2) hour meal period in accordance with the applicable overtime provisions.

**25.05** The Employer will provide ~~two (2)~~ a rest **period** of fifteen (15) minutes each per ~~full working day~~ **four (4) hours or part thereof** except on occasions when operational requirements do not permit.

### Day Work

**25.06** Except as provided for in clauses 25.09, 25.10, and 25.11:

- a. the normal work week shall be ~~thirty-seven decimal five (37.5)~~ **thirty-five (35)** hours from Monday to Friday inclusive, and
- b. the normal work day shall be seven ~~decimal five (7.5)~~ **(7)** consecutive hours, exclusive of a lunch period, between the hours of 7:00 a.m. and 6:00 p.m.

### **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)~~ **fifteen (15)** 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 they are 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 ~~7:00~~ **6:00** a.m. and 6:00 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)~~, **forty-two (42), forty-nine (49), fifty-six (56), sixty-three (63), seventy (70), seventy-seven (77) or eighty-four (84)** calendar days, the employee works an average of ~~thirty-seven decimal five (37.5)~~ **thirty-five (35)** hours per week.

b. In every ~~fourteen (14), twenty one (21), or twenty eight (28)~~ **period described in 25.09(a) above** 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.

### **25.10 Summer and winter hours**

~~The weekly and daily hours of work may be varied by the Employer, following consultation with the Alliance to allow for summer and winter hours, provided the annual total of hours is not changed.~~

### **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 ~~decimal five (7.5)~~ **(7)** 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 decimal five (37.5)~~ **thirty-five (35)**-hours per week.

**e) 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.**

**f) 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.**

**g) 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).**

## **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 paragraph 25.06(b), and who has not received at least ~~seven (7)~~ **fifteen (15)** days' notice in advance of the starting time of such change, shall be paid for the first (1st) day or shift worked subsequent to such change at the rate of time and one-half (1 1/2) for the first ~~seven (7)~~ **decimal five (7.5)** hours and double (2) 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.

## **Shift Work**

**25.13** When, because of the 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)~~ **thirty-five (35)** hours and an average of five (5) days;
- b. work **seven** ~~decimal five (7.5)~~ **(7)** 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.

**25.14** The Employer will make every reasonable effort:

- a. not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift; and
- b. to avoid excessive fluctuation in hours of work.

**25.15** The staffing, preparation, posting, and administration of shift schedules are the responsibility of the Employer.

**25.16** The Employer shall set up a master shift schedule for a fifty-six (56) day period, posted fifteen (15) days in advance, which will cover the normal requirements of the work area.

**25.17** Except as provided for in clauses 25.22 and 25.23, the standard shift schedule is:

- a. 12 midnight to 8 a.m.; 8 a.m. to 4 p.m.; 4 p.m. to 12 midnight; or alternatively
- b. 11 p.m. to 7 a.m.; 7 a.m. to 3 p.m.; 3 p.m. to 11 p.m.

#### **25.xx 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.**

**25.18** A specified meal period shall be scheduled as close to the mid-point of the shift as possible. It is also recognized that the meal period may be staggered for employees on continuous operations. However, the Employer will make every effort to arrange meal periods at times convenient to the employees.

**25.19**

- a. Where an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:
- i. on the day it commenced where half (1/2) or more of the hours worked fall on that day, or
  - ii. on the day it terminates where more than half (1/2) of the hours worked fall on that day.
- b. Accordingly, the first (1st) day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked their last scheduled shift; and the second (2nd) day of rest will start immediately after midnight of the employee's first (1st) day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

**25.20**

- a. An employee who is required to change their scheduled shift without receiving at least ~~seven (7)~~ **fifteen (15)** days' notice in advance of the starting time of such change in their scheduled shift, shall be paid for the first (1st) shift worked on the revised schedule at the rate of time and one-half (1 1/2) for the first seven ~~decimal five (7.5)~~ **(7)** hours and double (2) time thereafter. Subsequent shifts worked on the revised schedule shall be paid for at straight-time, subject to Article 28, Overtime.

- b. Every reasonable effort will be made by the Employer to ensure that the employee returns to their original shift schedule and returns to their originally scheduled days of rest for the duration of the master shift schedule without penalty to the Employer.

**25.21** Provided sufficient advance notice is given, the Employer may:

- a. authorize employees to exchange shifts if there is no increase in cost to the Employer, and
- b. notwithstanding the provisions of paragraph 25.13(d), authorize employees to exchange shifts for days of rest if there is no increase in cost to the Employer.

## **25.22**

- a. Where shifts, other than those provided in clause 25.17, 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 shifts are required to meet the needs of the public and/or the efficient operation of the service.
- b. Where shifts are to be changed so that they are different from those specified in clause 25.17, 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.
- 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.

## **25.23 Variable Shift Schedule Arrangements**

- a. Notwithstanding the provisions of clauses 25.05 and 25.13 to 25.22 inclusive, consultation may be held at the local level with a view to establishing shift schedules which may be different from those established in clauses 25.13 and 25.17. Such consultation will include all aspects of arrangements of shift schedules.
- b. Once a mutually acceptable agreement is reached at the local level, the proposed variable shift schedule will be submitted at the respective Employer and Alliance Headquarters levels before implementation.
- c. Both parties will endeavour to meet the preferences of the employees in regard to such arrangements.
- d. It is understood that the flexible application of such arrangements must not be incompatible with the intent and spirit of provisions otherwise governing such arrangements. Such flexible application of this clause must respect the average hours of work over the duration of the master schedule and must be consistent with the operational requirements as determined by the Employer.
- e. Employees covered by this clause shall be subject to the Variable Hours of Work provisions established in clauses 25.24 to 25.27, inclusive.

## **Terms and Conditions Governing the Administration of Variable Hours of Work**

**25.24** The terms and conditions governing the administration of variable hours of work implemented pursuant to clauses 25.09, 25.10, 25.13 and 25.23 are specified in clauses

25.24 to 25.27, inclusive. This Agreement is modified by these provisions to the extent specified herein.

**25.25** Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

#### **25.26**

a. The scheduled hours of work of any day as set forth in a variable schedule specified in clause 25.24, may exceed or be less than seven ~~decimal five (7.5)~~ **(7)** hours; starting and finishing times, meal breaks, and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.

b. Such schedules shall provide an average of ~~thirty-seven decimal five (37.5)~~ **thirty-five (35)** hours of work per week over the life of the schedule.

i. The maximum life of a shift schedule shall be six (6) months.

ii. The maximum life of other types of **schedules** shall be twenty-eight (28) days. ~~except when the normal weekly and daily hours of work are varied by the Employer to allow for summer and winter hours in accordance with clause 25.10, in which case the life of a schedule shall be one (1) year.~~

c. Whenever an employee changes their variable hours or no longer works variable hours, all appropriate adjustments will be made.

#### **25.27 Specific Application of this Agreement**

For greater certainty, the following provisions of this Agreement shall be administered as provided herein:

##### **a. Interpretation and Definitions (clause 2.01)**

"Daily rate of pay" – shall not apply.

##### **b. Minimum Number of Hours Between Shifts**

Paragraph 25.14(a), relating to the minimum period between the termination and commencement of the employee's next shift, shall not apply.

##### **c. Exchange of Shifts (clause 25.21)**

On exchange of shifts between employees, the Employer shall pay as if no exchange had occurred.

##### **d. Overtime (clauses 28.04 and 28.05)**

Overtime shall be compensated for all work performed in excess of an employee's scheduled hours of work on regular working days or on days of rest at time and three-quarters (1 3/4).

##### **e. Designated Paid Holidays (clause 30.07)**

i. A designated paid holiday shall account for seven ~~decimal five (7.5)~~ **(7)** 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 their regular scheduled hours worked and at double (2) time for all hours worked in excess of their regular scheduled hours.~~

**f. Travel**

Overtime compensation referred to in clause 32.06 shall only be applicable on a work day for hours in excess of the employee's daily scheduled hours of work.

**g. Acting Pay**

The qualifying period for acting pay as specified in paragraph 62.07(a) shall be converted to hours.

**h. Conversion of Days to Hours**

All of the provisions of this Agreement, which specify days, shall be converted to hours. Where this Agreement refers to a "day", it shall be converted to seven ~~decimal five (7.5)~~ **(7)** hours.

Notwithstanding the above, in Article 46, Bereavement Leave with Pay, a "day" will be equal to a calendar day.

Whenever an employee changes their variable hours, or no longer works variable hours, all appropriate adjustments shall be made.

**i. Leave – General**

Leave will be granted on an hourly basis and the hours debited for each period of leave shall be the same as the employee would normally have been scheduled to work on that day.

## ARTICLE 27 SHIFT PREMIUMS

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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)~~ **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 twenty-five cents (\$2.25)~~ **five dollars (\$5.00)** 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

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### 28.04 Overtime Compensation on a Workday

Subject to paragraph 28.02(a):

An employee who is required to work overtime on their scheduled workday is entitled to compensation at **double (2)** time. ~~and one-half (1 1/2) for the first seven decimal five (7.5) consecutive hours of overtime worked and double (2) time for all overtime hours worked in excess of seven decimal five (7.5) consecutive hours of overtime in any contiguous period.~~

### 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 **double (2)** 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 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 61.05.

**Consequential amendments throughout the agreement must be made pursuant to this concept being agreed upon.**

### 28.07 Compensation in Cash or Leave With Pay

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

b. The Employer shall endeavour to pay cash overtime compensation by the sixth (6th) week after which the employee submits the request for payment.

c. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

d. Compensatory leave with pay 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 their expenses 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 four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one (1) additional meal in the amount **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 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.

## 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

**(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

~~(i)~~ **(j)** Remembrance Day

~~(j)~~ **(k)** Christmas Day

~~(k)~~ **(l)** Boxing Day

~~(l)~~ **(m)** ~~one (1)~~ **two (2)** additional days in each year. that, in the opinion of the Employer, are recognized to be 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 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.

## **ARTICLE 31 RELIGIOUS OBLIGATIONS**

**31.01** The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill their religious obligations.

**31.XX An employee shall be granted up to two (2) days' leave with pay in a fiscal year to fulfill their religious obligations.**

**31.02 In addition,** employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave, leave without pay for other reasons, or a shift exchange (in the case of a shift worker) in order to fulfill their religious obligations.

**31.03** Notwithstanding clause 31.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill their religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

**31.04** An employee who intends to request leave or time off under this Article must give notice to the Employer as far in advance as possible to fulfill ~~but no later than four (4) weeks before the requested period of absence.~~

## ARTICLE 34 VACATION LEAVE WITH PAY

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### 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 (2<sup>nd</sup>)**~~seventh (7<sup>th</sup>)~~ year of service occurs;
- (b) ~~ten decimal six two five (10.625) hours commencing with the month in which the employee's seventh (7<sup>th</sup>) 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;**
- (c) ~~twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8<sup>th</sup>) 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 (16<sup>th</sup>) anniversary of service occurs;~~
- (e) ~~fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;~~
- (f) ~~fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18<sup>th</sup>) 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;~~

### **34.05**

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

#### **b. Vacation scheduling:**

i. In cases where there are more vacation leave requests for a specific period than can be approved due to operational requirements, years of service as defined in clause 34.03 of the Agreement, shall be used as the determining factor for granting such requests. ~~For leave requests between June 1 and September 30, years of service shall be applied for a maximum of two weeks per employee in order to ensure that as many employees as possible might take annual leave during the summer months;~~

ii. The Employer shall not cancel an employee's vacation leave once approved in writing due to an employee with more years of service, as defined in clause 34.03 of the Agreement, requesting the same period.

iii. The Employer shall respond to vacation leave requests within fifteen (15) days of when requests are submitted.

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

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

~~The summer and winter holiday periods are:~~

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

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

~~c. Requests submitted after April 15 for the summer leave period and after September 15 for the winter leave period shall be dealt with on a first come first serve basis, considering 34.05(b)(i) above.~~

v. Subject to the following subparagraphs, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:

a. to provide an employee's vacation leave in an amount and at such time as the employee may request;

- b. not to recall an employee to duty after the employee has proceeded on vacation leave;
- c. not to cancel nor alter a period of vacation leave which has been previously approved in writing.

\*\*

**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.**

(b). The vacation leave credits provided in clause 34.18(a) above shall be excluded from the application of paragraph 34.11 dealing with the Carry-over and/or Liquidation of Vacation Leave

## ARTICLE 35 SICK LEAVE WITH PAY

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### 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 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.

**35.03 Employees shall be advanced at March 1<sup>st</sup> of each year those sick leave credits that they will have earned for the fiscal year.**

### Granting of sick leave

**35.03** 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.

**ARTICLE 36**  
**MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES AND THEIR**  
**PARTNERS**

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**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 medical appointments and treatments.

~~**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.~~

**New 36.02** Up to one-half (1/2) day of leave with pay shall be granted to an employee whose partner or surrogate is pregnant to accompany them to a medical appointment or treatment.

## ARTICLE 37 INJURY-ON-DUTY LEAVE

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### 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**

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**RESERVE**

## ARTICLE 39

### MATERNITY-RELATED REASSIGNMENT OR LEAVE

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**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 ~~her~~ **their** job functions or reassign ~~her~~ **them** to another job if, by reason of the pregnancy or nursing, continuing any of ~~her~~ **their** current functions may pose a risk to ~~her~~ **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**

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**RESERVE**

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

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**41.01** Both parties recognize the importance of access to leave for ~~the purpose of the care of~~ **reasons related to the** family.

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**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 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~~ **one (1) week;**
- 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.

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

## ARTICLE 42

### LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

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- 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.
- 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. ~~seven decimal five (7.5) 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.
  - j. **to visit a terminally ill family member**

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

## ARTICLE 46 BEREAVEMENT LEAVE WITH PAY

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**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.

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**46.03** At the request of the employee, such bereavement leave with pay may be taken in a single period of seven

(7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.

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**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) day's bereavement leave with pay for the purpose related to the death of their brother-in-law, or sister-in-law.~~

**New 46.05** Where an employee is named Executor or Trustee of a deceased person's estate, they shall be provided with up to fifteen (15) hours of leave with pay for purposes consistent with their duties as Executor or Trustee.

**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

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## ARTICLE 47 COURT LEAVE

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**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**  
**PERSONNEL SELECTION LEAVE WITH PAY AND PAY**  
**ADMINISTRATION FOR PARTICIPATION IN STAFFING PROCESS**

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**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 **and Employment** 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**  
**PRE-RETIREMENT LEAVE**

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**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**

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

#### **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.**

#### **53.04 Caregiving Leave**

- a. An employee who provides the Employer with proof that they are in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults may be granted leave without pay while in receipt of or awaiting these benefits.
- b. The leave without pay described in paragraph 53.04(a) shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family Caregiver Benefits for Adults, in addition to any applicable waiting period.
- c. When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been accepted.
- d. When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been denied, paragraph 53.04(a) above ceases to apply.
- e. **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 her weekly rate of pay.**

- f. 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.**
- g. Leave granted under this clause shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.**

#### **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.XX Leave with pay for treatment of addictions**

**Upon declaration by an employee, and as certified by a medical practitioner, they shall be granted leave with pay for treatment of addictions.**

**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.**

## **53.XX Leave with Income Averaging**

The parties are committed to providing a workplace that is designed to help employees find a balance between their work, personal, and family responsibilities through flexible working arrangements.

Leave with income averaging (LIA) is an arrangement where eligible employees reduce the number of weeks worked in a specific 12-month period by taking leave without pay for a maximum of 12 weeks.

Pay for participating employees is reduced and averaged out over the 12-month leave arrangement period to reflect the reduced time at work; however, pension and benefits coverage, as well as premiums and contributions, continue at the pre-arrangement levels.

Although employees participating in the LIA working arrangement receive income throughout the 12-month period, employees are deemed to be on LWOP during the non-work period(s) of the arrangement.

The 12-month leave arrangement period must start before the LWOP begins.

### **Eligibility criteria**

To be eligible for this work arrangement, employees must:

- be appointed to the CRA;
- have permanent employee status;
- have one year of continuous employment;
- not be surplus at the start of the leave arrangement; and
- not be on another type of LWOP.

### **Changes and cancellation**

Once the application for LIA has been signed by both the employee and the person with the delegated authority, any changes to the arrangement are to be made only in rare and unforeseen circumstances as financial implications may be significant.

An employee request to change or cancel a leave arrangement must be made in writing, with reasonable notice. A request to move the leave period within the 12-month leave arrangement must be made before the leave period has started, otherwise movement is not permitted.

The CCSC must be notified, in writing, by a management representative of any changes to, or cancellation of an LIA arrangement.

## **Effect of the special working arrangement on pay and benefits**

### **Annual rate of pay**

The annual rate of pay will be reduced to reflect the period of non-work days that will be taken during the 12-month working arrangement period. The reduced salary rate will be averaged over the 12-month period. The reduced salary is adjusted when a change to the employee's rate occurs, such as a pay increment, revision or promotion.

### **Allowances**

Allowances for which the employee participating in the LIA working arrangement may be eligible are to be paid in accordance with the provisions set out in the collective agreement or applicable directive on terms and conditions of employment.

### **Bilingualism bonus**

Employees who are eligible to receive the bilingualism bonus will continue to receive the bonus during the LIA working arrangement for any month in which the employee receives a minimum of 10 days' pay. The annual bilingualism bonus will be reduced by any ineligible months and averaged over the 12-month LWOP period.

### **Overtime**

Overtime worked during the LIA working arrangement period is to be paid at the unreduced rate of pay in accordance with the overtime provisions of the collective agreement or applicable directive on terms and conditions of employment.

### **Vacation and sick leave credits**

Vacation and sick leave credits will be earned in accordance with the provisions of the collective agreement or applicable directive on terms and conditions of employment during the LIA arrangement period. During the LWOP portion of the working arrangement, credits will be earned only if the conditions of the collective agreement or applicable directive on terms and conditions of employment for earning such credits are met.

Earned vacation and sick leave credits may be used on the at-work days' portion of the working arrangement only.

### **Designated paid holidays**

**Employees participating in the LIA working arrangement are entitled to designated paid holidays in accordance with the collective agreement or applicable directive on terms and conditions of employment.**

### **Public service pension plan**

**The LWOP portion of the LIA working arrangement counts as pensionable service under the public service pension plan. The employee's contributions to the pension plan will therefore be deducted based on the unreduced rate of pay.**

### **Canada or Quebec Pension Plan**

**Contributions and pensionable earnings to the Canada or Quebec pension plan will be based on the employee's reduced rate of pay.**

### **Employment Insurance**

**Premiums for Employment Insurance will be based on the unreduced pay rate during the at-work period of the leave arrangement. No premium deduction will be taken during the period of LWOP combined.**

### **Insurance Plans**

**The premium for the Supplementary Death Benefit, the Disability or Long-term Disability Insurance, and the Public Service Management Insurance plans will be deducted based on the unreduced rate of pay because the benefits are payable based on the unreduced rate of pay.**

### **Union dues**

**Union dues will be deducted in full from the reduced rate of pay. Union dues will not, however, be deducted when an employee is on the LWOP portion of the working arrangement for an entire calendar month.**

### **Other voluntary payroll deductions**

**All other voluntary payroll deductions will continue to be deducted from the reduced rate of pay in the appropriate amounts provided there are sufficient funds available.**

### **Participation in other special working arrangements**

**Employees participating in the leave with income averaging working arrangement cannot participate in the pre-retirement transition leave working arrangement.**

## **ARTICLE 56**

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

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**56.01** For the purpose of this Article:

- a. a formal assessment and/or appraisal of an employee's performance means any written assessment and/or appraisal by any supervisor of how well the employee has performed the employee's assigned tasks during a specified period in the past;
- b. formal assessment and/or appraisals of employee performance shall be recorded on a form prescribed by the Employer for this purpose.
- c. The Call Centre Agent Assessment Tool shall not be used for performance appraisal purposes.**

**56.02** Prior to an employee performance review the employee shall be given:

- a. the evaluation form which will be used for the review;
- b. any written document which provides instructions to the person conducting the review.

**56.03**

a. When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. An employee's signature on the assessment form shall be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.

The employee shall be provided with a copy of the assessment at the time that the assessment is signed by the employee.

- b. The Employer's representative(s) who assesses an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
- c. An employee has the right to make written comments to be attached to the performance review form.

**56.04** Upon written request of an employee, the personnel file of that employee shall be made available at least once per year for the employee's examination in the presence of an authorized representative of the Employer.

**56.05** When a report pertaining to an employee's performance or conduct is placed on that employee's personnel file, the employee concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read.

**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 EMPLOYEES**

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

## **ARTICLE 61 PART-TIME EMPLOYEES**

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

### **61.01 Definition**

Part-time employee means an employee whose weekly scheduled hours of work on average are less than those established in Article 25 but not less than those prescribed in the Federal Public Sector Labour Relations Act.

### **General**

**61.02** Unless otherwise specified in this Article, part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as the number of straight-time hours worked in a week compared with thirty-seven decimal five (37.5).

**61.03** Part-time employees are entitled to overtime compensation in accordance with subparagraphs (ii) and (iii) of the overtime definition in clause 2.01.

**61.04** The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days at straight-time or thirty-seven decimal five (37.5) hours at straight-time.

### **Specific Application of this Agreement**

#### **61.05 Reporting Pay**

Subject to clause 61.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with subparagraph 28.05(c)(i), or is entitled to receive a minimum payment rather than pay for actual time worked during a period of standby, in accordance with subparagraphs 28.05(c)(i) or 28.06(a)(i), the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

#### **61.06 Call-Back**

When a part-time employee meets the requirements to receive call-back pay in accordance with subparagraph 28.06(a)(i), and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

### **Designated Holidays**

**61.07** A part-time employee shall not be paid for the designated holidays but shall, instead be paid four decimal ~~two five percent (4.25%)~~ **six (4.6 %)** for all straight-time hours worked. **Should one or more additional Designated Holidays be declared, the aforementioned percentage shall be recalculated so that part-time employees**

**will benefit from the holiday(s) and further, part-time employees will suffer no reduction in pay as a result of the introduction of the holiday(s).**

**61.08** 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) of the straight-time rate of pay for all hours worked up to seven decimal five (7.5) hours and double time (2) thereafter.

**61.09** A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for a full-time employee in clause 30.01, shall be paid for the time actually worked in accordance with clause 61.08, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

**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

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### 63.03

- a. The rates of pay set forth in Appendix "A" shall become effective on the dates specified.
- b. Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this Agreement, the following shall apply:
  - i. "retroactive period" for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefore;
  - ii. a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the bargaining unit during the retroactive period;
  - iii. for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;
  - iv. for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, ~~in accordance with CRA's Directive on Terms and Conditions of Employment,~~ using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision. **For greater certainty, the rate of pay for promotions and acting assignments or appointments shall be calculated from the greater of the employee's substantive or acting assignment or appointment.**

**NEW ARTICLE**  
**LEAVE TO PROMOTE EMPLOYEE MENTAL HEALTH**

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**An employee shall be granted up to five (5) days' leave with pay in a fiscal year for the purpose of employee self-care and to promote employee mental health to be taken at the employee's discretion.**

**NEW ARTICLE XX  
BILINGUAL BONUS**

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**Where employees are required to work in both official languages, they shall be paid a bilingual bonus of \$1,500.00 per annum, paid in equal installments on a bi-weekly basis.**

**NEW ARTICLE XX**  
**ALTERNATIVE WORKING ARRANGEMENTS**

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**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 their normal work location or headquarters area 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**  
**SECOND LANGUAGE TRAINING**

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Upon written request by an employee, they shall be granted leave with pay to undertake second language training. The employer shall reimburse employees for all costs related to this training.

**NEW ARTICLE XX  
WELLNESS**

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**The employer shall pay to all employees at the beginning of each fiscal year an amount of \$500.00 to promote wellness for activities as determined by the employee.**

**NEW ARTICLE**  
**EQUITY IN THE WORKPLACE**

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**XX.01 All employees and managers shall be provided mandatory instructor led, facilitated and in person training utilizing educational materials that the Employer and PSAC have consulted and collaborated on. This mandatory training shall include, but is not limited to:**

- i. diversity and inclusion**
- ii. employment equity**
- iii. unconscious bias**
- iv. implementation of Call to Action #57 of the Truth and Reconciliation Commission**

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

## **NEW ARTICLE**

### **LEAVE FOR INDIGENOUS TRADITIONAL PRACTICES**

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**XX.01 Every employee who is a self-identified Indigenous person and who has completed at least three consecutive months of continuous service shall be granted a paid leave of absence of up to five days in every calendar year, to engage in traditional practices, including:**

**(a) hunting;**

**(b) fishing;**

**(c) harvesting; and**

**(d) any practice prescribed by regulation under the Canada Labour Code.**

**XX.02 The leave of absence may be taken in one or more periods.**

**XX.03 The scheduling of the leave shall be determined by the employee; leave shall not be unreasonably denied.**

## **APPENDIX C WORKFORCE ADJUSTMENT**

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### **RESERVE**

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

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

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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.

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).

## **SP – Service and Program Group – Pay Notes**

### **Pay increment for full-time and part-time employees**

1. The pay increment period for employees at levels SP-01 to SP-10 is **every** fifty-two (52) weeks **from the date of initial hire**. A pay increment shall be to the next rate in the scale of rates.

**\*\***

2. The pay increment date for an employee appointed to a position in the bargaining unit on promotion, demotion or from outside the public service on or after November 1, 2016, shall be the pay increment period as calculated from the date of the promotion, demotion or appointment from outside the public service.

**\*\***

3. a. An indeterminate employee who is required to act at a higher occupational group and level, shall receive an increment at the higher group and level ~~after having reached fifty-two (52) weeks of cumulative service at the same occupational group and level at the CRA~~ **upon reaching their normal pay increment anniversary date**.

b. An indeterminate employee will be entitled to go to the next salary increment of the acting position, “cumulative” means ~~all periods of acting with the CRA at the same occupational group and level~~.

### **Pay adjustment**

**\*\***

4. Subject to Article 65, employees will receive an economic increase in salary of 1.25% and a wage adjustment of 0.5% on November 1, 2016, an economic increase in salary of 1.25% and a wage adjustment of 1.0% on November 1, 2017, an economic increase in salary of 2.8% on November 1, 2018, an economic increase in salary of 2.2% on November 1, 2019 and an economic increase in salary of 1.35% on November 1, 2020.

5. **Transitional Note** - See Appendix "B" Conversion of Previous Occupational Groups and Levels to the SP Occupational Group. This appendix identifies which SP level the former occupational groups and levels were converted to, and the associated rate of pay on conversion.

### **Term employees – full-time and part-time**

6. Entitlement for an increment after fifty-two (52) weeks of cumulative service with the CRA:

a. An employee appointed to a term position within the CRA shall receive an increment after having reached fifty-two (52) weeks of cumulative service with the CRA, at the same occupational group and level.

b. For the purpose of defining when a determinate employee will be entitled to go to the next salary increment, "cumulative" means all service, whether continuous or discontinuous, with the CRA at the same occupational group and level.

c. **Transitional Note** – Employees who were previously term employees but who were not on strength at the time of the SP conversion will be brought back at the rate of pay that is closest to but not less than the rate of pay at which they left the CRA calculated as if they had been on strength at the time of conversion.

d. **Transitional Note** – The "cumulative" service accumulated prior to conversion at the same occupational group and level will count towards the increment date in the converted SP group and level.

## **MG-SPS – Management Group – Pay Notes**

### **Pay increment for full-time and part-time employees**

1. The pay increment period for employees at levels MG-SPS-1 to MG-SPS-6 is **every** fifty-two (52) weeks **from the date of initial hire**. A pay increment shall be to the next rate in the scale of rates.

\*\*

2. The pay increment date for an employee appointed to a position in the bargaining unit on promotion, demotion or from outside the public service on or after November 1, 2016, shall be the pay increment period as calculated from the date of the promotion, demotion or appointment from outside the public service.

\*\*

3. a. An indeterminate employee who is required to act at a higher occupational group and level shall receive an increment at the higher group and level ~~after having reached fifty-two (52) weeks of cumulative service at the same occupational group and level at the CRA~~ **upon reaching their normal pay increment anniversary date**.

b. An indeterminate employee will be entitled to go to the next salary increment of the acting position. ~~,"cumulative" means all periods of acting with the CRA at the same occupational group and level.~~

### **Pay adjustment**

\*\*

4. Subject to Article 65, employees will receive an economic increase in salary of 1.25% and a wage adjustment of 0.5% on November 1, 2016, an economic increase in salary of 1.25% and a wage adjustment of 1.0% on November 1, 2017, an economic increase in salary of 2.8% on November 1, 2018, an economic increase in salary of 2.2% on November 1, 2019 and an economic increase in salary of 1.35% on November 1, 2020.

### **Term employees – full-time and part-time**

5. Entitlement for an increment after fifty-two (52) weeks of cumulative service with the CRA

a. An employee appointed to a term position within the CRA shall receive an increment after having reached fifty-two (52) weeks of cumulative service with the CRA, at the same occupational group and level.

b. For the purpose of defining when a determinate employee will be entitled to go to the next salary increment, "cumulative" means all service, whether continuous or discontinuous, with the CRA at the same occupational group and level.

## APPENDIX E

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RESERVE

## APPENDIX H

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### DELETE

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

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

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

**NEW  
SOCIAL JUSTICE FUND**

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**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.**