



Public Service Alliance of Canada
Alliance de la Fonction publique du Canada

CBB/14/07

File: 2122-905-3
October 29, 2007

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

Re: RATIFICATION OF TENTATIVE AGREEMENT

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

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

Economic Increases and Monetary Gains

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

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

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

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

Other changes

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

Term Employee Policy

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

Your bargaining team comprising:

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

unanimously recommends acceptance of the tentative agreement.

In Solidarity,



John Gordon
National President
Public Service Alliance of Canada

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

Changes to the Collective Agreement

Other than housekeeping changes (which do not add nor detract from the rights and benefits of the collective agreement), the following are all of the changes that will be implemented if the tentative agreement is ratified by the members. Bolded items indicate language that is being added, and items which are struck through indicate language that is being removed:

Article 2: Interpretation and Definitions

“overtime” (heures supplémentaires) means:

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

but does not include time worked on a holiday

Article 7: New Business Acquisitions

Note: This is an entirely new article

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

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

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

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

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

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

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

Article 18: Grievance Procedure

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

Article 25: Hours of Work

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

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

Article 27: Shift Premiums

27.01 Shift Premium

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

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

27.02 Weekend Premium

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

Article 28: Overtime

28.08 Call-Back Pay

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

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

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

or

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

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

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

Overtime Worked from a Remote Location

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

or

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

or

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

the employee shall be paid the greater of:

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

or

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

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

28.09 Compensation in Cash or Leave With Pay

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

