



## **CRA NEGOTIATIONS 2012**

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

### **BARGAINING DEMANDS**

**September 2012**

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:

**"family"** (*famille*) except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law partner spouse resident with the employee), child (including child of common-law partner or foster child), 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, the **employee's or employee's spouse's** grandparents **or grandchild**, and relative permanently residing in the employee's household or with whom the employee permanently resides.

### **"Service"** (*service*) means:

- (a) **All service within the Public Service, whether continuous or discontinuous, except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is re-appointed to the Public Service within one year following the date of lay-off.**
- (b) **Notwithstanding (a) above, an employee who was a member of one of the bargaining units listed below on the date of signing of the relevant collective agreement or an employee who became a member of those bargaining units between the date of signing of the relevant collective agreement and May 31, 1990, shall retain, for the purpose of "service", those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment in the Public Service is terminated.**

**Bargaining units and dates of signing**  
AS, IS, OM, PG and PM, May 17, 1989  
CR, DA, OE, and ST, May 19, 1989  
GL&T, May 4, 1989  
GS, August 4, 1989  
EG, May 17, 1989  
DD and GT, May 19, 1989

## **ARTICLE 9 RECOGNITION**

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**Amend as follows:**

- 9.01** The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer described in the certificates issued by the Public Service Staff Relations Board as outlined in Article 1.01.
- 9.02** **No person shall perform duties regularly performed by employees in the bargaining unit, except to the extent agreed upon by the parties.**
- 9.03** **There shall be no contracting out of bargaining unit work.**

**ARTICLE 12**  
**USE OF EMPLOYER FACILITIES**

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**Amend as follows:**

**12.05 The Union may communicate with its members through the Employer's internal mail and electronic mail systems.**

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

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**Amend as follows:**

**Representatives' Training Courses**

**14.13** When operational requirements permit, the Employer will grant leave without pay to employees ~~who exercise the authority of a representative on behalf of the Alliance~~ to undertake training ~~related to the duties of a representative of~~ **provided by the Alliance or one of its affiliates.**

## ARTICLE 17 DISCIPLINE

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### Amend as follows:

- 17.01** When an employee is suspended from duty or terminated in accordance with paragraphs 51(1)(f) or (g) of the *Canada Revenue Agency Act*, the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.
- 17.02** When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of one day's notice of such a meeting.
- 17.03** The Employer shall notify the local representative of the Alliance as soon as possible that such suspension or termination has occurred. **Such notification shall include the name(s) of the employee(s) affected.**
- 17.04** The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.
- 17.05** Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

## ARTICLE 22 HEALTH AND SAFETY

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### **Amend as follows:**

- 22.01 The parties recognize the *Canada Labour Code (CLC), Part II*, and all provisions and regulations flowing from the CLC as the authority governing occupational safety and health in the Canada Revenue Agency.
- 22.02 The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Alliance, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.
- 22.03 The Employer shall provide leave with pay to employees representing the Alliance on Workplace Health and Safety Committees to attend conferences and/or training related to health and safety.**



## ARTICLE 25 HOURS OF WORK

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**Note:** The Union is proposing to replace the current thirty-seven and a half (37 ½) hour work week with a thirty-five (35) hour work week, and the seven and a half (7 ½) hour day with a seven (7) hour day, and therefore is proposing that the parties amend all affected sections of the parties' Agreement accordingly. The reduction in weekly hours of work is to apply to all members of the bargaining unit with no reduction in annual rates of pay.

### **Amend to read:**

#### **General**

**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) rest periods of fifteen (15) minutes each per full working day 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 and one half (37 1/2)~~ **thirty five (35)** hours from Monday to Friday inclusive, and

- (b) the normal work day shall be ~~seven and one-half (7 1/2)~~ **seven** consecutive hours, exclusive of a lunch period, between the hours of 7 a.m. and 6 p.m.
- (c) **notwithstanding (b) above, where operationally feasible, employees may at their discretion chose to start their work day at 6 a.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 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.

#### **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 a.m. and 6 p.m and such request shall not be unreasonably denied.

#### **25.09 Variable Hours**

- (a) Notwithstanding the provisions of clause 25.06, upon request of an employee and the concurrence of the Employer, an employee may complete the weekly hours of employment in a period of other than five (5) full days provided that over a period of fourteen (14), twenty-one (21), twenty-eight (28), **forty-two (42), fifty-six (56) or eighty-four (84)** calendar days, the employee works an average of ~~thirty seven and one-half (37 1/2)~~ **thirty five (35)** hours per week.
- (b) In every fourteen (14), twenty-one (21), twenty-eight (28), **forty-two (42), fifty-six (56) or eighty-four (84)** day period, the employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.
- (c) Employees covered by this clause shall be subject to the variable hours of work provisions established in clauses 25.24 to 25.27.

## 25.10 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 ~~(7) and one-half (7 1/2)~~ consecutive hours work day.
- (c) Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation purposes. Consultation will be held at the local level for fact finding and implementation purposes.
- ~~(d) — It is understood by the parties that this clause will not be applicable in respect of employees whose work week is less than thirty-seven and one-half (37 1/2) hours per week.~~
- (d) Where hours of work are to be scheduled consistent with (b) above, the Employer shall offer such hours in order of years of service to employees who normally perform the duties required. In the event there are insufficient volunteers, the Employer shall assign such hours in reverse order of service.**

## 25.12

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

(b) **Late Hour Premium**

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

(c) **Varied Work Hours**

1. **Where work hours are varied, the Employer shall set up a master schedule for a fifty-six (56) day period, posted fifteen (15) days in advance, which will cover the normal requirements of the work area.**
2. **Hours of work shall be non-rotational and employees shall select work hours in order of years of service.**

**Shift Work**

**Replace current with the following:**

**25.13 a) “Shift work” means hours of work are scheduled for employees:**

- (i) **on an irregular basis,**
- or**

(ii) **where the Employer requires employees to work hours later than 6 p.m. and/or earlier than 7 a.m.**

b) When the Employer schedules shift work, such hours of work shall be scheduled so that employees, over a period of not more than fifty-six (56) calendar days:

(i) on a weekly basis, work an average of ~~thirty-seven decimal five (37.5)~~ **thirty five (35)** hours and an average of **over five (5) consecutive** days;

(ii) work seven ~~decimal five (7.5)~~ **(7)** consecutive hours per day, exclusive of a one-half (1/2) hour meal period;

(iii) obtain an average of two **consecutive (2)** days of rest per week, **except when days of rest are separated by a designated paid holiday which is not worked.**

- (iv) 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.
- c) **Hours of work shall be non-rotational and employees shall select work hours in order of years of service.**

**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.

**25.18** 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 or more of the hours worked fall on that day,  
or
  - (ii) on the day it terminates where more than half of the hours worked fall on that day.
- (b) Accordingly, the first 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 his or her last

scheduled shift; and the second day of rest will start immediately after midnight of the employee's first 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 his or her scheduled shift without receiving at least seven (7) days' notice in advance of the starting time of such change in his or her scheduled shift, shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1 1/2) for the first seven ~~and one half (7 1/2)~~ (7) hours and double 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 his or her original shift schedule and returns to his or her 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 25.12 (c) 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 **25.12 (c)**, 25.13 and 25.17. Such consultation will include all aspects of arrangements of shift schedules.

**The Union reserves the right to make additional proposals concerning Articles 25.23 through 25.27 pending discussion with the Employer.**

### **Scheduling of Part Time Employees**

**25.28 The following shall apply to part time employees:**

**a) Straight-time hours of work beyond those scheduled for full-time employees shall be offered in order of service to qualified part-time employees.**

**b) No employee on strength as of \_\_\_ (signing of collective agreement) shall be scheduled fewer hours than those contained in their letter of appointment as a result of a) above.**

### **Housekeeping:**

Typographical error at Article 25.04 (Meal Period) French only.

**ARTICLE 27**  
**SHIFT PREMIUMS**

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The Union reserves the right to make proposals concerning Article 27 pending information provided by the Employer.



## ARTICLE 28 OVERTIME

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**Amend as follows:**

### **28.07 Overtime Compensation on a Day of Rest**

Subject to clause 28.04 (a):

- (a) an employee who is required to work on a first day of rest is entitled to compensation at time ~~and one half (1 1/2) for the first seven and one half (7 1/2) hours and double (2) time thereafter;~~
- (b) an employee who is required to work on a second or subsequent day of rest is entitled to compensation at double (2) time (second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest);
- (c) when an employee ~~is required to~~ reports 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 62.05.
- (e) **the Employer shall provide one (1) rest period of fifteen (15) minutes for the first three (3) hours worked.**
- (f) **the Employer shall provide one (1) unpaid meal period of at least a half an hour for the first six (6) hours worked.**
- (g) **rest periods and meal periods for hours overtime worked in excess of six (6) hours shall be provided consistent with Article 25 Hours of Work.**

### **28.09 Compensation in Cash or Leave With Pay**

- (a) Overtime shall be compensated **at the classification level at which it is earned and 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 employee's hourly rate of pay as calculated from the classification **level at which the compensation was earned.** ~~prescribed in the certificate of appointment of his or her substantive position on September 30.~~
- (e) At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the time of the request.

## **28.10 Meals**

**Union reserves the right to make proposals concerning this clause pending information provided by the Employer.**

## **28.11 Transportation Expenses**

- (a) When an employee ~~is required to~~ reports for work ~~and reports~~ under the conditions described in paragraphs 28.07(c), and 28.08(a), and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
  - (i) mileage allowance at the rate normally paid to an employee ~~when authorized by the Employer to use his or her automobile~~ when the employee travels by means of his or her own automobile, or
  - (ii) out-of-pocket expenses for other means of commercial transportation.
- (b) Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

## ARTICLE 30 DESIGNATED PAID HOLIDAYS

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### Amend as follows:

**30.02** Subject to clause 30.03, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) ~~one~~ **two** additional days in each year that, ~~in the opinion of the Employer, is~~ **are** recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, ~~in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August,~~
- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

### Work Performed on a Designated Holiday

#### 30.08

- (a) When an employee works on a holiday, he or she shall be paid ~~time and one half (1 1/2) for all hours worked up to seven and one half (7 1/2) hours and double (2) time thereafter,~~ in addition to the pay that the employee would have been granted had he or she not worked on the holiday, or

- (b) upon request, and with the approval of the Employer, the employee may be granted:
  - (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday, and
  - ~~(ii) pay at one and one half (1 1/2) times the straight time rate of pay for all hours worked up to seven and one half (7 1/2) hours, and~~
  - (iii) pay at two (2) times the straight-time rate of pay for all hours worked by him or her on the holiday ~~in excess of seven and one half (7 1/2) hours.~~
- (c) Notwithstanding paragraphs (a) and (b), when an employee works on a holiday contiguous to a day of rest on which he or she also worked and received overtime in accordance with clause 28.07(b), he or she shall be paid in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.
- (d) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.
  - (i) When, in a fiscal year, an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's request, such lieu days shall be carried over for one year.
  - (ii) In the absence of such request, unused lieu days shall be paid off at the employee's straight-time rate of pay in effect when the lieu day was earned.

### **30.09 Reporting for Work on a Designated Holiday**

- (a) When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:
  - (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period; such maximum shall include any reporting pay pursuant to paragraph 28.08(a); or
  - (ii) compensation in accordance with the provisions of clause 30.08.
- (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 62.09 of this Agreement.
- (c) When an employee ~~is required to~~ reports for work ~~and reports~~ under the conditions described in paragraph (a), and is required to use transportation services other than normal public

transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

- (i) mileage allowance at the rate normally paid to an employee ~~when authorized by the Employer to use his or her automobile~~ when the employee travels by means of his or her own automobile, or
  - (ii) out-of-pocket expenses for other means of commercial transportation.
- (d) Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

**ARTICLE 34**  
**VACATION LEAVE WITH PAY**

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**Amend as follows:**

**34.01** The vacation year shall be from April 1 to March 31, inclusive, of the following calendar year.

**34.02** For each calendar month ~~in which an employee has earned at least ten (10) days' pay,~~ the employee shall earn vacation leave credits at the rate of:

- (a) nine decimal three seven five (9.375 ) hours until the month in which the anniversary of the employee's ~~seventh (7<sup>th</sup>)~~ **fifth (5th)** year of service occurs;
- (b) ~~ten decimal six two five (10.625)~~ **twelve decimal five (12.5) hours** commencing with the month in which the employee's ~~seventh (7<sup>th</sup>)~~ **fifth (5th)** anniversary of service occurs;
- (c) ~~twelve decimal five (12.5)~~ **fifteen decimal six two five (15.625)** hours commencing with the month in which the employee's ~~eighth (8<sup>th</sup>)~~ **tenth (10th)** anniversary of service occurs;
- (d) ~~thirteen decimal seven five (13.75)~~ **eighteen decimal seven five (18.75)** hours commencing with the month in which the employee's ~~sixteenth (16<sup>th</sup>)~~ **fifteenth (15th)** anniversary of service occurs;
- (e) ~~fourteen decimal four (14.4)~~ **twenty one decimal eight seven five (21.875)** hours commencing with the month in which the employee's ~~seventeenth (17<sup>th</sup>)~~ **twentieth (20th)** 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;~~ **an additional seven decimal five (7.5) hours per year for every year above twenty years of service.**

**Delete (g) and (h)**

**34.03**

- (a) ~~For the purpose of clause 34.02 only,~~ All service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is re-appointed to the Public Service within one year following the date of lay-off.

- (b) Notwithstanding (a) above, an employee who was a member of one of the bargaining units listed below on the date of signing of the relevant collective agreement or an employee who became a member of those bargaining units between the date of signing of the relevant collective agreement and May 31, 1990, shall retain, for the purpose of “service” and of establishing his or her vacation entitlement pursuant to this clause, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment in the Public Service is terminated.

### **Bargaining units and dates of signing**

AS, IS, OM, PG and PM, May 17, 1989

CR, DA, OE, and ST, May 19, 1989

GL&T, May 4, 1989

GS, August 4, 1989

EG, May 17, 1989

DD and GT, May 19, 1989

- 34.04** An employee is entitled to vacation leave with pay to the extent of the employee’s earned credits but an employee who has completed six (6) months of continuous employment is entitled to receive an advance of credits equivalent to the anticipated credits for the current vacation year.

### **Scheduling of vacation leave with pay**

#### **34.05**

- (a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- (b) Subject to the following subparagraphs, the Employer reserves the right to schedule an employee’s vacation leave but shall make every reasonable effort:
- (i) to provide an employee’s vacation leave in an amount and at such time as the employee may request;
  - (ii) not to recall an employee to duty after the employee has proceeded on vacation leave;
  - (iii) not to cancel nor alter a period of vacation or furlough leave which has been previously approved in writing.
  - (iv) **where excessive vacation leave requests have been made for a specific period, years of service shall be used as the determining factor for granting such requests. In the months of June, July and August, 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.**

**34.06** The Employer shall give an employee as much notice as is practicable and reasonable of approval, denial, alteration, or cancellation of a request for vacation or furlough leave. In the case of denial, alteration, or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.

**\*The Union reserves the right to make additional proposals concerning Vacation Leave accrual and carry-over pending discussion with the Employer.**



## **TRANSPORTATION FOR MOBILITY IMPAIRED**

Union reserves on this issue pending discussion with the Employer.

## ARTICLE 38 MATERNITY LEAVE WITHOUT PAY

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**Amend as follows:**

### **38.02 Maternity Allowance**

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
- (i) has completed six (6) months of ~~continuous~~ **cumulative** employment before the commencement of her maternity leave without pay,
  - (ii) provides the Employer with proof that she has applied for and is in receipt of maternity benefits pursuant to Section 22 of the *Employment Insurance Act*, or Quebec Parental Insurance Plan, in respect of insurable employment with the Employer, and
  - (iii) has signed an agreement with the Employer stating that:
    - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
    - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
    - (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), she will be indebted to the Employer for an amount determined as follows:
$$\frac{\text{(allowance received)} \times \text{(remaining period to be worked following her return to work)}}{\text{[total period to be worked as specified in (B) ]}}$$
    - (D) the repayment provided for in (C) will not apply in situations of :
      - (i) death,
      - (ii) lay off,

- (iii) early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B),
  - (iv) the end of a specified period of employment, if the employee is rehired by the Agency, an organization listed in Schedules I, **II** or IV of the *Financial Administration Act*, the Canadian Food Inspection Agency, or Parks Canada, within ninety (90) days following the end of the specified period of employment, and who fulfils the obligations specified in section (B),
  - (v) having become disabled as defined in the *Public Service Superannuation Act*; or
  - (vi) the employee is appointed to a position with an organization listed in Schedules I, **II** or IV of the *Financial Administration Act*, the Canadian Food Inspection Agency, or Parks Canada, and who fulfills the obligations specified in section (B).
- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period, and
  - (ii) for each week that the employee receives a maternity benefit pursuant to Section 22 of the *Employment Insurance Act*, or Quebec Parental Insurance Plan, the difference between the gross weekly amount of the Employment Insurance, or Quebec Parental Insurance Plan, maternity benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance, or Quebec Parental Insurance Plan, benefits to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 38.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance, or Quebec Parental Insurance Plan maternity benefits.

- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*, or the Quebec Parental Insurance Plan.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
  - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
  - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

**38.04 Term employees whose contracts expire while on leave provided under this Article shall have their contract extended for the duration of the leave.**

**ARTICLE 40**  
**PARENTAL LEAVE WITHOUT PAY**

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**Amend as follows:**

**40.01 Parental Leave Without Pay**

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for ~~a single period of~~ up to thirty-seven (37) ~~consecutive~~ weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
  
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for ~~a single period of~~ up to thirty-seven (37) ~~consecutive~~ weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.

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

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**Amend as follows:**

- 41.01** Both parties recognize the importance of access to leave for the purpose of the care of family.
- 41.02** An employee shall be granted leave without pay for the care of family in accordance with the following conditions:
- (a) an employee shall notify the Employer in writing as far in advance as possible ~~but not less than four (4) weeks in advance of the commencement date of such leave~~ unless, because of urgent or unforeseeable circumstances, such notice cannot be given, in which event notice in writing shall be provided as soon as possible;
  - (b) ~~leave granted under this Article shall be for a minimum period of three (3) weeks;~~
  - (c) the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the public service;
  - (d) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.
- 41.03** Subject to operational requirements, an employee who has proceeded on leave without pay may change his or her return-to-work date if such change does not result in additional costs to the Employer.
- 41.04** All leave taken under Leave Without Pay for the Long-Term Care of a Parent or Leave Without Pay for the Care and Nurturing of Children provisions of previous Program Delivery and Administrative Services collective agreements or other agreements will not count towards the calculation of the maximum amount of time allowed for care of family during an employee's total period of employment in the public service.

**ARTICLE 43**  
**LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES**

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**Amend as follows:**

**43.01** The total leave with pay which may be granted under this Article shall not exceed **sixty-three (63)** hours in a fiscal year.

**43.02** Subject to clause 43.01, the Employer shall grant leave with pay under the following circumstances:

- (a) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- (b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- (c) for the care of a sick member of the employee's family who is hospitalized;
- (d) to provide for the immediate and temporary care of an elderly member of the employee's family;
- (e) for needs directly related to the birth or to the adoption of the employee's child;
- (f) to provide time to allow the employee to make alternate arrangements in the event of fire or flooding to the employee's residence.
- (g) to provide for the immediate and temporary care of a **child dependant** where, due to **unforeseen** circumstances **beyond the employee's control**, usual ~~childcare~~ arrangements are unavailable or there is ~~a an elementary~~ school closure.
- (h) **to attend school functions.**
- (i) **to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative.**

**43.03** For the purposes of this Article, "family" shall include persons for whom an employee is a legal guardian.

## ARTICLE 47 BEREAVEMENT LEAVE WITH PAY

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### Amend as follows:

**47.01** When a member of the employee's family dies, an employee shall be entitled to a bereavement period of ~~five (5)~~ **seven (7)** consecutive calendar days. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

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

**47.03** If, during a period of ~~sick leave, vacation leave, or compensatory leave,~~ an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 47.01 and 47.02, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

**47.04** It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Commissioner or delegated manager may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 47.01 and 47.02.

**47.05** For the purposes of this Article, "family" shall include persons for whom an employee is next of kin or legal guardian.



**ARTICLE 54**  
**LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

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**Amend as follows:**

**54.01** At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty; such leave shall not be unreasonably withheld;
- (b) leave with or without pay for purposes other than those specified in this Agreement.

**54.02 Personal Leave**

Subject to operational requirements as determined by the Employer, and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, up to ~~fifteen (15)~~ **twenty-one (21)** 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.

**54.04 Compassionate Care Leave**

**The Union wishes to discuss top-up for employees on Compassionate Care Leave.**

**54.xx Medical or Dental Appointments**

**Employees shall make every reasonable effort to schedule medical or dental appointments on their own time. However, in the event that medical or dental appointments cannot be scheduled outside of working hours, an employee shall be granted leave with pay to attend medical or dental appointments.**

**The Union reserves the right to make proposals concerning Leave with Income Averaging pending discussion with the Employer.**

**ARTICLE 62  
PART-TIME EMPLOYEES**

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**Amend as follows:**

**Designated Holidays**

**62.07** A part-time employee shall have the following choice concerning Designated Paid Holidays for each calendar year:

a) to be paid four and one-quarter percent (4 1/4 %) for all straight-time hours worked instead of being paid for the designated paid holidays;

or

b) to be paid for the designated holidays.

Unless a part-time employee indicates a preference to be compensated consistent with b) above, and indicates this preference in writing to the Employer before December 15<sup>th</sup> of the preceding calendar year, the part-time employee shall receive the four and one quarter percent (4 1/4 %) consistent with a) above.

**62.08** 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 30.02, 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 and one half (7 1/2) hours and double time (2T) thereafter.~~

**62.10 Vacation Leave**

A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal workweek, at the rate for years of service established in clause 34.02 of this Agreement, prorated and calculated as follows:

**Adjust consistent with Article 34.02.**

**62.13 Bereavement Prorating of Leave**

Notwithstanding clause 62.02, there shall be no prorating of a "day" in Articles 47, Bereavement Leave With Pay, **Article 54 Personal Leave and Article 43 Leave with Pay for Family-Related Responsibilities.**

### **62.15 Rest Breaks**

- (a) The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day, as established in clause 25.06 (b), except on occasions when operational requirements do not permit.
- (b) Where the employee does not complete a full working day, as per 25.06 (b), the Employer will provide one (1) rest period of fifteen (15) minutes in every period of ~~four (4)~~ **three (3)** hours worked except on occasions when operational requirements do not permit.

### **62.16 Change in Assigned Hours**

- a) **When a full-time position becomes available in a workplace, and there is at least one part-time employee working in the same group, level and job title as the available position, the Employer shall offer the position to such part-time employee(s) in order of service.**

## **PART VII – PAY AND DURATION**

The Union shall be making proposals with respect to Part VII pending information provided by the Employer.

**APPENDIX "A"**  
**RATES OF PAY AND PAY NOTES**

The Union will table a comprehensive demand on Rates of Pay and Pay Notes pending information provided by the Employer.

**APPENDIX “C”**  
**WORK FORCE ADJUSTMENT**

The Union reserves the right to table specific proposals with respect to Appendix “C” following discussion with the Employer.

## **TERM EMPLOYEES**

The Union reserves the right to make proposals concerning term employees pending discussion with the Employer.

**NEW**  
**SOCIAL JUSTICE FUND**

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