



CRA NEGOTIATIONS 2007

Program Delivery and Administrative Services

BARGAINING DEMANDS

JULY, 2007

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 subject to any errors and/or omissions.

The Public Service Alliance of Canada reserves the right to introduce, amend, 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.

ARTICLE 7

TRANSFER OF NEW MEMBERS TO THE BARGAINING UNIT

- 7.01 Where the Employer anticipates acquiring new work which is to be performed by bargaining unit members and involves the absorption into the bargaining unit of new workers from another employer, the Employer shall advise the Union of such without delay.**
- 7.02 The terms and conditions of employment for these transferred workers, including the transfer of existing credits and leave entitlements, shall be made in consultation with the Union and a Union representative shall be present at all meetings convened to discuss or determine such matters.**
- 7.03 Any and all conditions of transfer which have, or may have, an impact on existing bargaining unit members may only be implemented with the written consent of the Union.**

ARTICLE 14

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE PSAC BUSINESS

Replace current Article 14 with the following:

- 14.01 The Employer will grant leave with pay to an employee who is a party, witness, or representative in:**
- (a) any proceeding under the *Public Service Labour Relations Act* - including but not limited to a complaint, adjudication, application, mediation, a Public Interest Commission, or arbitration process under that *Act*,**
 - (b) any legal proceeding where the PSAC or its component, the Union of Taxation Employees, is named as a party.**
- 14.02 The employer will grant leave with pay to an employee who is an advisor to a PSAC representative in any proceeding referred to in article 14.01.**
- 14.03 During the grievance process, the employer will grant leave with pay to:**
- (a) Allow an employee and his/her representative to discuss a grievance or prepare for a grievance level hearing,**
 - (b) Allow an employee to attend at a meeting called by the employer,**
 - (c) Allow an employee to attend at a meeting with the employer that is requested by the employee,**
 - (d) Allow an employee to participate in an Informal Conflict Management System or Alternate Dispute Resolution process – whether or not a grievance has been filed,**
 - (e) Allow an employee’s representative to attend a meeting referred to in article 14.03(b), (c) or (d),**
 - (f) Any other meeting between the PSAC and the Employer not otherwise specified in this article.**

- 14.04 The employer will grant leave with pay to allow an employee to attend a union-management consultation process or to participate in a joint education or training program.**
- 14.05 (i) Where operational requirements permit, the employer will grant leave with pay to an employee, or a reasonable number of employees, to participate(s) in:**
- (a) a union training or education program,**
 - (b) contract negotiations meetings on behalf of the PSAC,**
 - (c) preparatory contract negotiations meetings,**
 - (d) meetings of the National Board of Directors of the PSAC, National Executives of the Components, Executive Board Meetings of the PSAC, and conventions of the PSAC, Components, Canadian Labour Congress and Territorial and Provincial Federations of Labour.**
- (ii) Requests for such leave shall not be unreasonable denied.**
- 14.06 The Employer will grant leave without pay to an employee who is elected as a full-time official of the PSAC within one month after notice is given to the Employer of such election. The duration of such leave shall be for the period the employee holds such office.**
- 14.07 Where leave with pay is granted to an employee under article 14.05, the PSAC will reimburse the employer for the salary costs of the employee during the period of approved leave with pay.**

ARTICLE 25

HOURS OF WORK

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)~~ **twenty (20)** 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 (7)** consecutive hours, exclusive of a lunch period, between the hours of 7 a.m. and 6 p.m. except for employees in the Technical Services Group whose hours of work shall be between the hours of 6 a.m. and 6 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 endeavor to provide seven (7) days notice for changes to the scheduled hours of work.

(b) when an employee is required to report for work and upon reporting is informed that they are no longer required to work their scheduled hours on that day, the employee shall be compensated for no less than three hours of work at their regular rate of pay.

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. (6 a.m. and 6 p.m. for employees in the Technical Services Group) 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), fifty-six (56) or eighty-four (84)** calendar days, the employee works an average of thirty-seven and one-half (37 1/2) hours per week.

(b) In every fourteen (14), twenty-one (21), ~~or~~ 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.

ARTICLE 27

SHIFT PREMIUMS

Excluded provisions

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

27.01 Shift Premium

An employee working on shifts will receive a shift premium of ~~two dollars (\$2.00)~~ **three dollars (\$3.00)** 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 (\$2.00)~~ **three (\$3.00)** 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

28.06 Overtime Compensation on a Workday

Subject to clause 28.04(a):

- (a) an employee who is required to work overtime on his or her scheduled workday is entitled to compensation at time and one-half (1 1/2) for the first seven and one-half (7 1/2) consecutive hours of overtime worked and double time for all overtime hours worked in excess of seven and one-half (7 1/2) consecutive hours of overtime in any contiguous period.

Alternate provisions

~~*This clause applies to employees classified as PG only.*~~

~~*When an employee works overtime authorized by the Employer, the employee shall be compensated on the basis of time and one-half (1 1/2) for all hours worked in excess of seven and one-half (7 1/2) hours per day.*~~

~~*This clause applies to employees classified as PR only.*~~

~~*All time worked each day, either before or after the regular starting or quitting time in each shift, shall be considered as overtime, and will be paid at the rate of time and one-half (1 1/2) for the first three (3) hours of overtime worked in each day and at the rate of double (2) time thereafter.*~~

(...)

28.07 Overtime Compensation on a Day of Rest

~~**The following sub-clauses (a) and (b) apply to employees in the Program and Administrative Group and the Technical Services Group. See alternate provisions for other employees.**~~

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);

Alternate provisions

~~The following sub-clauses (a), (b), and (c) apply to employees in the Operational Services Group only.~~

~~Subject to clause 28.04, an employee is entitled to time and one-half (1 1/2) compensation for each hour of overtime worked by the employee.~~

~~Notwithstanding the above, an employee is entitled to double (2) time for each hour of overtime worked by the employee,~~

~~(a) — on a first day of rest, after a period of overtime equal to the normal daily hours of work specified in Article 25,~~

~~— and~~

~~(b) — on a second or subsequent day of rest, provided the days of rest are consecutive, except that they may be separated by a designated paid holiday (second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest),~~

~~— and~~

~~(c) — where an employee is entitled to double (2) time in accordance with (a) or (b) above and has worked a period of overtime equal to the normal daily hours of work, the employee shall continue to be compensated at double (2) time for all hours worked until he or she is given a period of rest of at least eight (8) consecutive hours.~~

~~This clause applies to employees classified as PR only.~~

~~All work performed during a weekend recess shall be paid for at the rate of double (2) time. For the purpose of this clause, weekend recess is defined as commencing at 00:00 hours Saturday morning and ending at 24:00 hours Sunday.~~

~~The following sub-clauses (c) and (d) apply to all groups.~~

~~(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 62.05.~~

28.08 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, 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 **in excess of thirty-seven point five (37.5) hours** 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.
- (e) In addition to the payout described in 28.08 (d), an employee may request a payout of accumulated compensatory leave, in whole or in part, at the rate of pay in effect at the time of the request. Such request shall not be unreasonably denied.**

Alternate provision

This clause applies to employees classified as PG only.

Upon application by the employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this Article. Compensatory leave earned in a fiscal year and outstanding on September 30 of the next following fiscal year shall be paid at the employee's daily rate of pay on September 30.

28.09 Meals

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed his or her expenses for one meal **in accordance with the CRA Travel Policy** ~~in the amount of nine dollars (\$9.00)~~ 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 additional meal ~~in the amount of nine dollars (\$9.00)~~ **in accordance with the CRA Travel Policy** for each additional four (4)-hour period of overtime worked thereafter, except where free meals are provided.
- (c) ~~Reasonable time~~ **Thirty minutes** 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.
- (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 (RESERVED FOR FUTURE USE)

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 additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August,
- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.
- (m) December 24**
- (n) December 31**
- (o) January 2**
- (p) One day in the month of February which shall be designated "Family Day"**

ARTICLE 33

LEAVE – GENERAL

33.02 Except as otherwise specified in this Agreement:

- (a) where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be deducted from “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave.
Where an employee takes more than one type of leave without pay in a single consecutive period, each type of leave shall be assessed independently for the purpose of applying this clause.
- (b) time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

ARTICLE 34

VACATION LEAVE WITH PAY

(...)

Accumulation of vacation leave credits

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 eighth (8th)~~ **fifth (5th)** year of service occurs;
- (b) ~~twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th)~~ **fifth (5th)** anniversary of service occurs;
- (c) ~~thirteen decimal seven five (13.75)~~ **fifteen decimal six two five (15.625)** hours commencing with the month in which the employee's ~~sixteenth (16th)~~ **tenth (10th)** anniversary of service occurs;
- (d) ~~fourteen decimal four (14.4)~~ **eighteen decimal seven five (18.75)** hours commencing with the month in which the employee's ~~seventeenth (17th)~~ **fifteenth (15th)** anniversary of service occurs;
- (e) ~~fifteen decimal six two five (15.625)~~ **twenty one decimal eight seven five (21.875)** hours commencing with the month in which the employee's ~~eighteenth (18th)~~ **twentieth (20th)** anniversary of service occurs;
- (f) ~~sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty seventh (27th) anniversary of service occurs;~~ **an additional seven decimal five (7.5) hours per year for every year above twenty years of service.**
- (g) ~~eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty eighth (28th) anniversary of service occurs;~~

(...)

34.11 ~~Carry-Over and/or Liquidation of Vacation Leave~~

~~Sub-clauses (a) and (b) apply to employees in the Program and Administrative Services Group only. See alternate provisions for other employees.~~

(a) ~~Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave, up to a maximum of two hundred and sixty two decimal five (262.5) hours credits, shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty two decimal five (262.5) hours shall be automatically paid in cash at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.~~

~~(b) Notwithstanding paragraph (a), if on March 31, 1999, or on the date an employee becomes subject to this Agreement after March 31, 1999, an employee has more than two hundred and sixty two decimal five (262.5) hours of unused vacation leave credits, a minimum of seventy five (75) hours credits per year shall be granted or paid in cash by March 31 of each year, commencing on March 31, 2000, until all vacation leave credits in excess of two hundred and sixty two decimal five (262.5) hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31 of the applicable previous vacation year.~~

Alternate provision

~~***This clause applies to employees in the Operational Services and the Technical Services Groups only.***~~

~~*Where in any vacation year, the Employer has not granted all of the vacation leave credited to the employee, the unused portion of the employee's vacation leave shall be carried over into the following vacation year. Carry-over beyond one (1) year shall be by mutual consent.*~~

34.12 ~~Liquidation of Vacation Leave~~

~~During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position on March 31st of the previous vacation year.~~

NEW

Compassionate Transfer of Vacation Leave Credits

- 34.18** Upon the request of the employee, earned but unused vacation leave credits may be transferred to a common bank for the use of employees who have exhausted their leave entitlements and require additional leave for compassionate reasons.
- 34.19** The distribution of donated vacation leave credits shall be made, upon request of an employee and at the discretion of the Employer, to employees whose particular circumstances mitigate toward the granting of such leave on compassionate grounds.

ARTICLE 35
SICK LEAVE WITH PAY

Credits

35.01

- (a) An employee shall earn sick leave credits at the rate of ~~nine decimal three seven five (9.375)~~ **eleven (11)** hours for each calendar month for which the employee receives pay for at least ~~ten (10)~~ **eight (8)** 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 he or she works shifts and he or she receives 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.

35.02 ~~(RESERVED FOR FUTURE USE)~~

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 year.

Granting of sick leave

35.03 An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:

- (a) he or she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer,

and
- (b) he or she has 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, be granted to an employee for a period of up to one hundred and eighty-seven decimal five (187.5) 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.

35.06 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

35.07 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

35.08

- (a) Sick leave credits earned but unused by an employee during a previous period of employment in the Public Service shall be restored to an employee whose employment was terminated by reason of layoff and who is re-appointed in the Public Service within two (2) years from the date of layoff.
- (b) Sick leave credits earned but unused shall be restored to an employee whose employment was terminated due to the end of a specified period of employment, and who is re-appointed by the Agency within one (1) year from the end of the specified period of employment.

35.09 The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity pursuant to paragraph 51(1)(g) of the *Canada Customs and Revenue Agency Act* at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits, except where the incapacity is the result of an injury or illness for which Injury on Duty Leave has been granted pursuant to Article 37.

35.10 Where the Employer requires an employee to provide a medical certificate under any of the provisions of this article, the cost of obtaining the certificate shall be paid by the Employer.

35.11 Where an employee applies for, and subsequently receives, long-term disability benefits, but has insufficient sick leave credits to bridge the waiting period for the receipt of such benefits, the Employer shall credit the employee with sufficient additional sick leave credits to cover this period of lost wages, to a maximum of eighty (80) hours.

ARTICLE 36

MEDICAL APPOINTMENTS FOR PREGNANT EMPLOYEES

- 36.01** Up to half a day of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.
- ~~**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.~~
- 36.02** Where an employee has a medical condition which requires frequent appointments with their health care professional, the employee shall be given leave with pay to attend such appointments where they occur during working hours.

ARTICLE 51

CAREER DEVELOPMENT LEAVE

- 51.01** Career development refers to an activity which, in the opinion of the Employer, is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
- (a) a course given by the Employer;
 - (b) a course offered by a recognized academic institution;
 - (c) a seminar, convention, or study session in a specialized field directly related to the employee's work.
 - (d) preparation of an employee's competency portfolio.**
- 51.02** Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in clause 51.01. The employee shall receive no compensation under Article 28, Overtime, and Article 32, Traveling Time, during time spent on career development leave provided for in this Article. **A minimum of thirty-seven and a half (37.5) hours of paid leave per fiscal year shall be granted to employees for the purpose of preparing their competency portfolio.**
- 51.03** Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

ARTICLE 53

PRE-RETIREMENT LEAVE

- 53.01** Effective on the date of signing of this collective agreement, the Employer will provide five (5) days of paid leave per year, up to a maximum of twenty-five (25) days, to employees ~~fifty-five (55) years old and over~~ with a minimum of thirty (30) years of service.

**NEW PROPOSAL FOR ALL OTHER
LEAVE WITH OR WITHOUT PAY**

The Union proposes to delete the following Articles:

- | | |
|-------------------|-----------------------------------------------------------|
| Article 43 | Leave With Pay for Family Related Responsibilities |
| Article 45 | Marriage Leave With Pay |
| Article 47 | Bereavement Leave |
| Article 52 | Examination Leave |
| Article 54 | Leave With or Without Pay For Other Reasons |

It is proposed that these Articles be replaced with the following three Articles:

**ARTICLE XX
SPECIAL LEAVE WITH PAY**

XX.01 For the purpose of this Article, family shall be defined as:

father, mother, (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, aunt, uncle, niece, nephew, cousin, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and relative permanently residing in the employer's household or with whom the employee permanently resides.

XX. 02 At the beginning of each fiscal year, an employee shall be credited with one hundred and fifty (150) hours of special leave with pay which may be used for any of the following purposes:

- (a) to take a family member for medical or dental appointments, or for appointments or activities 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 a 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 time to allow the employee to make alternate arrangements in the event that child care facilities are unexpectedly closed;**
- (h) to get married;**
- (i) to provide the employee with a period of bereavement upon the death of a family member, including a period of time for the purpose of travel related to the death;**
- (j) to attend the funeral of a family member, colleague or close friend;**
- (k) to write an examination;**
- (l) for reasons of a personal nature, provided the employee notifies the supervisor at least 5 days in advance (to a maximum of 15 hours);**
- (m) to accompany the employee's child to court;**
- (n) to make an organ or blood donation;**
- (o) where an employee is unable to attend at work under circumstances which are not attributable to the employee and over which the employee has no control.**
- (p) to take a service animal, such as a guide dog, for medical treatment.**

XX.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 special leave with pay under clauses XX.02 (i) and (j), the employee shall be granted special leave with pay in accordance with article XX and his or her paid leave credits shall be restored to the extent of any concurrent special leave with pay granted.

ARTICLE XX

OTHER LEAVE WITHOUT PAY

XX.01 At its discretion, the Employer may grant:

- (a)** leave without pay for a period of up to three (3) weeks for purposes other than those specified in this Agreement. Such requests for leave shall not be unreasonably denied.
- (b)** Any other leave with or without pay for purposes other than those specified in this Agreement.

ARTICLE XX

Management Performance Leave

- (a)** Subject to the conditions established in the Employer's CRA Performance Guidelines for the Management/Gestion (MG) Group, employees who perform MG duties during the annual review period, shall be eligible to receive up to seventy-five (75) hours of management performance leave for people management based on the annual performance assessment.
- (b)** Leave granted under this article shall be subject to operational requirements.
- (c)** At the end of any fiscal year, all remaining and unused portion of management performance leave credits will be automatically converted into vacation leave and subject to the provisions of Article 34, Vacation Leave with pay.

ARTICLE 62

PART-TIME EMPLOYEES

General

62.02 Unless otherwise specified in this Article, part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as ~~their normal weekly hours of work~~ **the number of hours worked in a week** compared with thirty-seven and one-half (37 1/2).

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

62.04 The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days or thirty-seven and one-half (37 1/2) hours.

Designated Holidays

62.07 A part-time employee shall not be paid for the designated holidays but shall, instead be paid four and one-quarter percent (4 1/4 %) for all straight-time hours worked.

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)~~ **twice (2T)** 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.~~

62.09 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 30.02, shall be paid for the time actually worked in accordance with clause 62.08, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

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:~~

~~(a) when the entitlement is nine decimal three seven five (9.375) hours a month, .250 multiplied by the number of hours in the employee's workweek per month;~~

- ~~(b) when the entitlement is twelve decimal five (12.5) hours a month,
.333 multiplied by the number of hours in the employee's workweek per
month;~~
- ~~(c) when the entitlement is thirteen decimal seven five (13.75) hours a month,
.367 multiplied by the number of hours in the employee's workweek per
month;~~
- ~~(d) when the entitlement is fourteen decimal four (14.4) hours a month,
.383 multiplied by the number of hours in the employee's workweek per
month;~~
- ~~(e) when the entitlement is fifteen decimal six two five (15.625) hours a
month, .417 multiplied by the number of hours in the employee's
workweek per month;~~
- ~~(f) when the entitlement is sixteen decimal eight seven five (16.875) hours a
month, .450 multiplied by the number of hours in the employee's
workweek per month;~~
- ~~(g) when the entitlement is eighteen decimal seven five (18.75) hours a
month, .500 multiplied by the number of hours in the employee's
workweek per month;~~

Consequential amendments as per proposal for changes to full-time workers' vacation entitlement.

(...)

62.15 Rest Breaks

The Employer will provide one (1) rest period of twenty minutes in every period of four (4) hours worked except on occasions when operational requirements do not permit.

ARTICLE 63

SEVERANCE PAY

63.01 Under the following circumstances and subject to clause 63.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

(a) **Lay-off**

- (i) On the first lay-off, two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365.
- (ii) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, less any period in respect of which the employee was granted severance pay under subparagraph (a)(i).

(b) **All Other Termination of Employment**

When an employee has completed more than one (1) year of continuous employment and ceases to be employed, for any reason, the employee shall receive one week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365.

(b) **Resignation**

~~On resignation, subject to paragraph 63.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.~~

(c) ~~**Rejection on Probation**~~

~~On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay.~~

~~(d) — Retirement~~

~~(i) — On retirement, when an employee is entitled to an immediate annuity under the *Public Service Superannuation Act* or when the employee is entitled to an immediate annual allowance, under the *Public Service Superannuation Act*,~~

~~— or~~

~~(ii) — a part-time employee, who regularly works more than thirteen and one-half (13 1/2) but less than thirty (30) hours a week, and who, if he or she were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*,~~

~~— a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay.~~

~~(e) — Death~~

~~— If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.~~

~~(f) — Termination for Cause for Reasons of Incapacity or Incompetence~~

~~(i) — When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to paragraph 51(1)(g) of the *Canada Customs and Revenue Agency Act*, one week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.~~

~~(ii) — When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to paragraph 51(1)(g) of the *Canada Customs and Revenue Agency Act*,~~

~~one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.~~

63.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 63.01 be pyramided.

63.03 Appointment to a Schedule I Employer

Notwithstanding paragraph 63.01(b), an employee who resigns to accept an appointment with an organization listed in Schedule I of the *Public Service Staff Relations Act* may choose not to be paid severance pay provided that the appointing organization will accept the employee's service for its severance pay entitlement.

ARTICLE 64
PAY ADMINISTRATION

The Union reserves the right to table a specific demand relating to pay administration, during the course of collective bargaining, as part of its comprehensive wage proposal.

NEW ARTICLE
COMPASSIONATE CARE LEAVE

XX.01 Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.

XX.02 For the purpose of this Article, family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), parents of spouse, child (including child of common-law spouse), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, any relative permanently residing in the employee's household or with whom the employee permanently resides, and any other person who is a member of a class of persons prescribed for the purposes of this definition "family member" in sub-section 23.1[1] of the *Employment Insurance Act*.

XX.03 Subject to clause XX.02, an employee shall be granted leave without pay for the compassionate care of family in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;**
- (b) an employee shall provide the Employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within 26 weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.**

XX.04 Leave granted under this article shall be for a minimum period of one (1) week.

XX.05 If, during a period of sick leave, vacation leave or compensatory leave, an employee is advised of circumstances under which he or she would have been eligible for compassionate care leave without pay under clauses XX.02 and XX.03, the employee shall be granted compassionate care leave without pay and his or her paid leave credits shall be restored to the extent of any concurrent compassionate care leave without pay granted.

NEW ARTICLE

LANGUAGE BONUS

Employees who are required by the Employer to use a second language in performing their duties shall receive a language bonus of one thousand six hundred dollars (\$1,600) per year, payable in the first pay period of each fiscal year.

NEW ARTICLE
SOCIAL JUSTICE FUND

The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit, commencing on the date that the PSAC Social Justice Fund receives charitable status from the Canada Revenue Agency. 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 Letters Patent of the PSAC Social Justice Fund.

NEW ARTICLE

TERM EMPLOYEES

The Union reserves the right to table a proposal relating to term employees during the course of collective bargaining, following discussions on this issue with the Employer. This proposal shall include, but may not be limited to, language dealing with hours of work and movement of these employees to indeterminate status after a defined period of employment.

APPENDIX "A"
RATES OF PAY AND PAY NOTES

The Union will table a comprehensive demand on Rates of Pay and Pay Notes in the course of collective bargaining.

APPENDIX "C"

WORK FORCE ADJUSTMENT APPENDIX TO PSAC COLLECTIVE AGREEMENT

The Union reserves the right to table a proposal relating to the Work Force Adjustment Appendix during the course of collective bargaining, following discussions on this issue with the Employer.