



Public Service Alliance of Canada
Alliance de la Fonction publique du Canada
CBB/20/10

File: 2122-905-3
October 1, 2010

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

Re: RATIFICATION OF TENTATIVE AGREEMENT

A tentative agreement was concluded on October 1, 2010, on behalf of PSAC/UTE members who work for the Canada Revenue Agency. The tentative agreement, if ratified by the membership, will have an expiry date of October 31, 2012 (2 year agreement).

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

Economic Increases

- 1.5% pay increase on November 1, 2010
1.5% pay increase on November 1, 2011

Other Improvements

- Additional personal day for a total of 15 hours of personal leave. This leave may now be taken in hours rather than in full days.
- Single global definition of family. This new expanded definition of family will apply to Bereavement Leave, Leave With Pay for Family Related Responsibilities and the new Leave Without Pay for the Care of Family (see below).
- Leave Without Pay for the Care and Nurturing of Children and Leave Without Pay for the Long-Term Care of Parents have been replaced with a new article called "Leave Without Pay for the Care of Family". Under this new article, up to five years of leave without pay may be taken to look after any member of your extended family, in accordance with the new definition of family. Any time previously taken under Leave Without Pay for the Care and Nurturing of Children or Leave Without Pay for the Long-Term Care of Parents will not count towards this new five year cap.



- Family-related leave may now be taken where members have unexpected problems with child care arrangements (e.g unexpected day care or school closures).
- Bereavement leave no longer has to include the day of the funeral. Instead, it must either include the day of a memorial commemorating the deceased, or commence two days following the death.
- Meal break for members working overtime is included in their overtime hours.
- Parental leave may be taken in two periods.
- Rest breaks for part-time employees improved.
- Change from days to hours for vacation accrual ensures that members working a compressed schedule receive their full entitlement, but has no adverse impact on any other members.
- Adjustment to the pay note on increments, ensuring that members receive their increment on the day of their anniversary rather than the first Monday following.
- Indeterminate employees who are in acting positions will have their cumulative service at the acting group and level count for increment purposes after six weeks (previously eight). In addition, cumulative service will be counted at any increment step (not only at the same step, as previously), opening the possibility of receiving more than one increment in a single twelve month period.

Other changes

- New appendix giving the employer 120 days to implement the new collective agreement.
- New appendix establishing regular meetings and a reporting structure for the joint committee on Workforce Adjustment.
- Clarification that Examination Leave with Pay does not include study time.
- Responsibility for handling requests for the diversion of union dues on the basis of religious doctrine shifted from the employer to the union.
- Change in terminology under Leave With Pay for Alliance Business, recognizing "informal conflict resolution".
- Administrative change from days to hours in article 53 (Pre-Retirement Leave). No impact on the benefit itself.

Your bargaining team comprising:

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

unanimously recommends acceptance of the tentative agreement.

In Solidarity,



John Gordon
National President
Public Service Alliance of Canada

c.c. National Board of Directors
Betty Bannon, President, UTE
Directors' Team
Susan Jones, Coordinator, Negotiations Section
Krista Devine, Coordinator, Representation Section
Nicholas Galletti, Coordinator, Communications
Gaby Levesque, Negotiator
Negotiators/Research Officers
Regional Negotiators
Ratification Kit Binder

**ARTICLE 2
INTERPRETATION AND DEFINITIONS**

2.01 **"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, the employee's grandparents and relative permanently residing in the employee's household or with whom the employee permanently resides.

Note: This definition will apply to the following articles: **Article 41 (New) Leave Without Pay for Care of Family; Article 43 – Leave with Pay for Family Related Responsibilities; Article 47 – Bereavement Leave With Pay.**

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**ARTICLE 11
CHECK-OFF**

11.04 An employee who satisfies the **Alliance** to the extent that he or she declares in an affidavit that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved.

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**ARTICLE 14
LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS
Arbitration Board Hearings, Public Interest Commission Hearings, and
Informal Conflict Resolution**

14.04 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board, Public Interest Commission, or in a process of **informal conflict resolution**.

14.05 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board, Public Interest Commission, or in a process of **informal conflict resolution** and, when operational requirements permit, leave with pay to an employee called as a witness by the Alliance.

**ARTICLE 28
OVERTIME**

28.10 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 the amount of ten dollars and fifty cents (\$10.50) 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 ten dollars and fifty cents (\$10.50) for each additional four (4)-hour period of overtime worked thereafter, except where free meals are provided.
- (c) Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work. **For further clarity, this meal period is included in the hours referred to in clauses (a) and (b) above.**
- (d) Meal allowances under this clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

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**ARTICLE 34
VACATION LEAVE WITH PAY**

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

Accumulation of vacation leave credits

34.02 An employee shall earn vacation leave credits for each calendar month during which he or she receives pay for **either ten (10) days or seventy-five (75) hours** at the following rate:

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**ARTICLE 40
PARENTAL LEAVE WITHOUT PAY**

40.01 Parental Leave Without Pay

(c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two periods.

40.02 Parental Allowance

(k) The maximum combined, shared maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.

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DELETE:

Delete Existing Article 41 and 42 and replace with New Article 41 – Leave Without Pay for Care of Family

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

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.

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

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

- g) to provide for the immediate and temporary care of a child where, due to unforeseen circumstances, usual childcare arrangements are unavailable.**

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**ARTICLE 47
BEREAVEMENT LEAVE WITH PAY**

47.01 When a member of the employee's family dies, an employee shall be entitled to a bereavement period of five (5) 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.

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**ARTICLE 52
EXAMINATION LEAVE WITH PAY**

52.01 At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. **Examination Leave with pay does not include time off for study purposes.**

**ARTICLE 53
PRE-RETIREMENT LEAVE**

53.01 The Employer will provide **thirty-seven decimal five (37.5) hours** of paid leave per year, up to a maximum of **one-hundred and eighty seven decimal five (187.5) hours**, to employees who have the combination of age and years of service to qualify for an immediate annuity without penalty under the *Public Service Superannuation Act*.

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

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) 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.

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**ARTICLE 62
PART-TIME EMPLOYEES**

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) hours worked except on occasions when operational requirements do not permit.

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**ARTICLE 66
DURATION**

66.01 This Agreement shall expire on **October 31, 2012**.

66.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.

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**SERVICE AND PROGRAM GROUP (SP) PAY NOTES
AND
MANAGEMENT GROUP PAY NOTES (MG-SPS)**

PAY INCREMENT FOR FULL-TIME AND PART-TIME EMPLOYEES

2. The pay increment date for an employee appointed to a position in the bargaining unit on promotion, demotion or from outside the Public Service on or after November 1, 2010, shall be the pay increment period as calculated from the date of the promotion, demotion or appointment from outside the Public Service.

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**SERVICE AND PROGRAM GROUP (SP) PAY NOTES
AND
MANAGEMENT GROUP PAY NOTES (MG-SPS)**

PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES

3)(a) An indeterminate employee who is required to act at a higher occupational group and level for **period of six (6) weeks or more**, shall receive an increment at the higher group and level after having reached fifty-two (52) weeks of cumulative service at the same occupational group and level ~~pay increment step~~ at the CRA.

(b) For the purpose of defining when an indeterminate employee will be entitled to go to the next salary increment of the acting position, "cumulative" means all periods of acting experience of **six (6) weeks or more**, with the CRA at the same occupational group and level.

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Appendix D
Memorandum of Understanding
Between
Canada Revenue Agency
and
The Public Service Alliance of Canada
with Respect to the Work Force Adjustment Appendix

The parties agree to establish a joint committee comprised of equal representation that shall meet within one hundred and twenty (120) days of the signing of the present agreement, and thereafter as agreed upon by the parties, to review and decide upon any potential changes to Work Force Adjustment Appendix "C". The committee will submit its findings and its recommendations to the parties within eight (8) months of its first (1st) meeting.

Time spent by the members of the committee shall be considered time worked. All other costs will be the responsibility of each party.

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Appendix E
Memorandum of Understanding
Between
Canada Revenue Agency
and
The Public Service Alliance of Canada
with Respect to the Implementation of the Collective Agreement

This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of the implementation period of the collective agreement.

The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and twenty (120) days from the date of signing.

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