



Canada Revenue Agency
Agence du revenu
du Canada

WITHOUT PREJUDICE

**EMPLOYER PROPOSALS
FOR THE
PROGRAM DELIVERY AND ADMINISTRATIVE SERVICES GROUP**

**NEGOTIATIONS FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENT
EXPIRING ON OCTOBER 31, 2012**

SEPTEMBER 2012

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INTRODUCTION

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Attached are the Employer proposals for the negotiation of a collective agreement covering employees who are members of the Program Delivery and Administrative Services bargaining unit of the Public Service Alliance of Canada.

The Employer reserves the right to present other proposals during negotiations as well as counter-proposals with respect to union demands. Furthermore, the Employer proposes that articles of the agreement which are not ultimately dealt with as proposals by the parties shall be renewed with appropriate editorial modification to ensure compatibility with other articles as finally agreed.

Note: Proposed revisions to existing language are indicated with strikethrough and new language is noted in bold.

CRA BARGAINING TEAM MEMBERS

Todd Burke, Chief Negotiator
Workplace Relations and Compensation Directorate
Human Resources Branch

Alison Kelly, Research Analyst
Workplace Relations and Compensation Directorate
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Gillian Pranke, Director
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Ontario Region

Henri Bettez, Regional Chief of Appeals
Appeals Branch
Québec Region

Carol Pawlenchuk, Manager
Revenue Collections, Edmonton TSO
Prairie Region

Patty Dexter, Assistant Director
Individual and Benefit Services, Summerside Tax Centre
Atlantic Region

Dianne Oulton, Director
Surrey Tax Centre
Pacific Region

GENERAL

OBJECTIVES

The Employer's objectives in negotiating the new collective agreement will focus on:

1. increasing its ability to serve the people of Canada well and efficiently, in a cost effective manner;
2. simplifying, consolidating and standardizing language where required;
3. reviewing and amending, as necessary, the collective agreement in relation to recent legislative changes;
4. discussing sustainable development options regarding the printing of the new collective agreement;
5. ensuring consistency in language between both the French and English versions of the CRA-PSAC collective agreement;
6. editorial changes as required;
7. changing all fractions to decimals where required;
8. discussing pay administration issues.

**ARTICLE 10
INFORMATION**

10.01 The Employer agrees to supply the Alliance, each quarter, with the name, geographic location, and classification of each new employee.

~~**10.02** The Employer agrees to supply each employee with a copy of this Agreement and will endeavour to do so within one (1) month after receipt from the printer.~~

10.02 This collective agreement and any amendments thereto, will be available electronically.

**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. **The Alliance will inform the Employer accordingly.**

**ARTICLE 12
USE OF EMPLOYER FACILITIES**

12.01 Reasonable space on bulletin boards, in convenient locations, will be made available to the Alliance for the posting of official Alliance notices; **this does not include the use of the Employer's email system.** The Alliance shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Alliance, including the names of Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

12.02 The Employer will also continue its present practice of making available to the Alliance specific locations on its premises for the placement of reasonable quantities of literature of the Alliance.

12.03 The Employer shall not permit desk-drops of union material.

~~12.03~~ **12.04** A duly accredited representative of the Alliance may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance, and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer.

~~12.04~~ **12.05** The Alliance shall provide the Employer a list of such Alliance representatives and shall advise promptly of any change made to the list.

**ARTICLE 18
GRIEVANCE PROCEDURE**

18.04 Where the provisions of clauses 18.06, 18.23 or 18.37 cannot be complied with and it is necessary to present a grievance **either** by mail **or electronically**, the grievance shall be deemed to have been presented on the day on which it is postmarked, **or transmitted electronically**, and it shall be deemed to have been received by the Employer on the day it is ~~date-stamped~~ **received** by the appropriate office ~~of the department or agency concerned~~. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, **or transmitted electronically**, but the time limit within which the grievor may present his or her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the ~~employee address shown on the grievance form~~.

18.11 An employee may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 18.06, not later than the twenty-fifth (25th) day **either** after the date on which he or she is notified orally or in writing, or on which he or she first becomes aware of the action or circumstances giving rise to grievance, **whichever comes first**.

18.28 The Alliance may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 18.24, no later than the twenty-fifth (25th) day **either** after the ~~earlier of the~~ day on which the aggrieved employees received notification, ~~and~~ **or** the day on which they had knowledge of any act, omission or other matter giving rise to the group grievance, **whichever comes first**.

18.40 The Employer or the Alliance may present a grievance in the manner prescribed in clause 18.38, no later than the twenty-fifth (25th) day **either** after the ~~earlier of the~~ day on which it received notification, ~~and~~ **or** the day on which it had knowledge of any act, omission or other matter giving rise to the policy grievance, **whichever comes first**.

**ARTICLE 25
HOURS OF WORK**

25.11 & 25.12

The Employer wishes to discuss these articles for clarification purposes.

**ARTICLE 25
HOURS OF WORK**

25.20

- (a) An employee who is required to change his or her scheduled shift without receiving at least seven (7) **calendar** 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 **decimal five (7.5)** ~~and one-half (7 1/2)~~ 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.

**ARTICLE 25
HOURS OF WORK**

25.27 Specific Application of this Agreement

d) **Overtime (clauses 28.06 and 28.07)**

Compensation for overtime shall only be applicable on a regularly scheduled work day for hours worked in excess of the employee's regularly scheduled hours.

On days of rest, employees shall be compensated for work performed in accordance with the applicable overtime rates as outlined in clause 28.07.

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

Note: All employees who perform overtime will be subject to the provisions noted in 28.06 and 28.07.

The definition below, currently found in Article 2, will be removed.

“time and three quarters” means one and three quarters (1 3/4) times the employee's hourly rate of pay (tarif et trois-quarts),

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**ARTICLE 27
SHIFT PREMIUMS**

The Employer wishes to discuss this article for clarification purposes.

**ARTICLE 33
LEAVE - GENERAL**

~~33.03~~ An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of his or her vacation and sick leave credits.

~~33.04~~ **33.03** The amount of leave with pay earned but unused credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.

~~33.05~~ **33.04** An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

~~33.06~~ An employee who, on the day that this Agreement is signed, is entitled to receive furlough leave, that is to say, five (5) weeks' leave with pay upon completing twenty (20) years of continuous employment, retains his or her entitlement to furlough leave subject to the conditions respecting the granting of such leave that are in force on the day that this Agreement is signed.

~~33.07~~ **33.05** An employee is not entitled to leave with pay during **or between two (2) or more consecutive periods in which** he or she is on leave without pay or under suspension.

~~33.08~~ **33.06** In the event of termination of employment for reasons other than incapacity, death, or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.

~~33.09~~ **33.07** An employee shall not earn leave credits under this Agreement in any month for which leave has already been credited to him or her under the terms of any other collective agreement to which the Employer is a party or under other rules or regulations of the Employer.

~~33.10~~ [Reserved for future use]

Note: All references to furlough leave in the collective agreement will be removed.

**ARTICLE 34
VACATION LEAVE WITH PAY**

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

- (a) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's seventh (7th) year of service occurs;
- (b) ten decimal six two five (10.625) hours commencing with the month in which the employee's seventh (7th) anniversary of service occurs;
- (c) twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- (d) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- (e) fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- (f) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- (g) seventeen decimal five (17.5) hours commencing with the month in which the employee's twenty- seventh (27th) anniversary of service occurs;
- (h) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.

**ARTICLE 34
VACATION LEAVE WITH PAY**

The Employer wishes to discuss former service in the Canadian Forces and the calculation of vacation leave.

ARTICLE 40
PARENTAL LEAVE WITHOUT PAY

40.02

- (k) The maximum combined, shared maternity and parental allowances payable under this collective agreement, **or under any combination of public service collective agreements which contain provisions similar to those outlined in clauses 38.02 and 40.02**, shall not exceed fifty-two (52) weeks. ~~for each combined maternity and parental leave without pay.~~

**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 Subject to operational requirements, 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) **consecutive** 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**

43.01 The total leave with pay which may be granted under this Article shall not exceed forty-five (45) 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 **or elderly** 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;~~
- (ce) for needs directly related to the birth or to the adoption of the employee's child;
- (df) to provide time to allow the employee to make alternate arrangements in the event of fire or flooding to the employee's residence.
- (eg) to provide for the immediate and temporary care of ~~a~~**the employee's** child where, due to unforeseen circumstances, usual childcare arrangements are unavailable ~~or there is an elementary school closure~~. **This also applies to unexpected school closures for children aged fourteen (14) and under, or to children over the age of fourteen (14) who have special needs.**

Note: The Employer wishes to discuss entitlements to Leave with Pay for Family Related-Responsibilities for determinate employees.

**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 **on the date they attain** ~~who have~~ the combination of age and years of service to qualify for an immediate annuity without penalty under the *Public Service Superannuation Act*. **In each of the subsequent years (up to five (5) years in total), thirty-seven decimal five (37.5) hours will be granted on the anniversary date of the original entitlement.**

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

54.02 Personal Leave

The Employer wishes to discuss entitlements to Personal Leave for determinate employees.

ARTICLE 57
~~DUTY ABOARD VESSELS~~

~~**57.01** Nothing in this Agreement shall be construed to impair in any manner whatsoever the authority of the Master.~~

~~**57.02** The Master may, whenever he or she deems it advisable, require any employee to participate in lifeboat or other emergency drills without the payment of overtime.~~

~~**57.03** Any work necessary for the safety of the vessel, passengers, crew, or cargo shall be performed by all employees at any time on immediate call and, notwithstanding any provisions of this Agreement which might be construed to the contrary, in no event shall overtime be paid for work performed in connection with such emergency duties of which the Master shall be the sole judge.~~

~~**57.04** When an employee suffers loss of clothing or personal effects (those which can reasonably be expected to accompany the employee aboard the ship) because of marine disaster or shipwreck, the employee shall be reimbursed the value of those articles up to a maximum of three thousand (\$3,000) dollars based on replacement cost.~~

~~**57.05**~~

~~(a) An employee shall submit to the Employer a full inventory of his or her personal effects and shall be responsible for maintaining it in a current state.~~

~~(b) An employee or the employee's estate making a claim under this Article shall submit to the Employer reasonable proof of such loss, and shall submit an affidavit listing the individual items and values claimed.~~

Note: Re-number of all subsequent articles.

ARTICLE 61
WASH-UP TIME

~~61.01 Where the Employer determines that due to the nature of work there is a clear cut need, wash-up time up to a maximum of ten (10) minutes will be permitted before the end of the working day.~~

**ARTICLE 63
SEVERANCE PAY**

The Employer reserves the right to make proposals in relation to the above noted article.

**ARTICLE 66
DURATION**

66.01 This Agreement shall expire on **October 31, 2015**.

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

66.03 The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and fifty (150) days from the date of its signing.

The Employer reserves the right to submit proposals with regard to the duration, the date on which the provisions and appendices come into force and, if necessary, the implementation of the retroactive period of the agreement.

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**APPENDIX A
RATES OF PAY**

The Employer wishes to discuss economic increases.

**APPENDIX D
MEMORANDUM OF AGREEMENT WITH RESPECT TO
THE WORKFORCE ADJUSTMENT APPENDIX**

The Employer wishes to discuss the results/findings of the joint committee.

~~APPENDIX E~~
~~MEMORANDUM OF UNDERSTANDING~~
~~BETWEEN THE CANADA REVENUE AGENCY~~
~~AND~~
~~THE PUBLIC SERVICE ALLIANCE OF CANADA~~
~~WITH RESPECT TO 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.~~