

THE PROFESSIONAL INSTITUTE  
OF THE PUBLIC SERVICE OF CANADA  
WITH RESPECT TO ITS  
AUDIT, FINANCIAL AND SCIENTIFIC (AFS) BARGAINING UNIT  
AND  
THE CANADA REVENUE AGENCY

PROPOSALS FOR THE RENEWAL OF THE COLLECTIVE AGREEMENT EXPIRING  
DECEMBER 21, 2022

EXCHANGED PROPOSALS ON OCTOBER 12<sup>th</sup>, 2022

Audit Financial Scientific (AFS) Group Bargaining Proposals 2022

## **Introduction**

The Professional Institute of the Public Service of Canada (the Union) submits to the Canada Revenue Agency (the Employer) the following proposals for the renewal of the collective agreement between them regarding its Audit, Financial, and Scientific (AFS) Group. These proposals are submitted on a without prejudice basis allowing for errors or omissions and the Union reserves the right to submit further proposals as necessary, in response to Employer proposals, or as circumstances require.

In these proposals, additions are indicated in **bold**, deletions are indicated by a ~~striketrough~~, and entirely new provisions are indicated by the word “**new**” preceding the proposed language. The Union proposes the renewal of all provisions and memoranda not otherwise modified or deleted.

## Article 2 Interpretation and Definitions

Current Language:

**m) "family"**

except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-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, grandparent (including grandparent of spouse), and any relative permanently residing in the employee's household or with whom the employee permanently resides (famille);

17.02

- e) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his brother-in-law or sister-in-law.

Proposed Language:

**m) "family"**

except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner spouse resident with the employee), child (including child of common-law partner or foster child), **stillborn or miscarried child or fetus (including stillborn or miscarried child or fetus of the common-law partner)** stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent (including grandparent of spouse), **sibling-in-law** and any relative permanently residing in the employee's household or with whom the employee permanently resides (famille);

17.02

- ~~e) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his brother-in-law or sister-in-law.~~

## Article 8 Hours of Work

Current Language:

8.02

- d) Where operational requirements permit, the Employer will provide two (2) rest periods of fifteen (15) minutes each, per full working day.

Proposed Language:

8.02

- d) Where operational requirements permit, the Employer will provide two (2) rest periods of fifteen (15) minutes each, per full working day. **In the case of an employee working in a call centre, or performing help desk work, they shall be provided five (5) consecutive minutes not on a call for each hour not interrupted by a regular break or meal period.**

## Audit Financial Scientific (AFS) Group Bargaining Proposals 2022

Current Language:

**8.05 Shift and weekend premiums**

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**a) Shift premium**

An employee on shift work shall receive a shift premium of two dollars and twenty-five cents (\$2.25) per hour for all hours (including overtime hours) worked between 16:00 and 08:00 hours. The shift premium will not be paid for hours worked between 08:00 and 16:00 hours.

**b) Weekend premium**

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- i. Employees shall receive an additional premium of two dollars and twenty-five cents (\$2.25) per hour for work on a Saturday and/or Sunday for hours worked as stipulated in subparagraph 8.05(b)(ii) below.
- ii. Weekend premium shall be payable in respect of all regularly scheduled hours at straight-time hourly rates worked on Saturday and/or Sunday.

Proposed Language:

**8.05 Shift and weekend premiums**

\*\*

**a) Shift premium**

An employee on shift work shall receive a shift premium of ~~two dollars and twenty-five cents (\$2.25)~~ **five dollars (\$5.00)** per hour for all hours (including overtime hours) worked between 16:00 and 08:00 hours. The shift premium will not be paid for hours worked between 08:00 and 16:00 hours.

**b) Weekend premium**

\*\*

- i. Employees shall receive an additional premium of ~~two dollars and twenty-five cents (\$2.25)~~ **five dollars (\$5.00)** per hour for work on a Saturday and/or Sunday for hours worked as stipulated in subparagraph 8.05(b)(ii) below.
- ii. Weekend premium shall be payable in respect of all regularly scheduled hours at straight-time hourly rates worked on Saturday and/or Sunday.

Current Language:  
NEW

Proposed Language:  
**8.06**

## **Telework**

The Employer shall, subject to operational requirements, grant an employee's written request to work at an alternate location. Details of the alternate work arrangement shall be agreed and recorded in writing by the Employer and the employee. The alternate work arrangement shall be consistent with the terms of this collective agreement.

Current Language:  
NEW

Proposed Language:  
8.07

## **Banked Time**

- a) At the request of an employee and with prior approval of the Employer, an employee may elect to work in excess of their normal hours of work either on a normal work day or on a day of rest or designated holiday and to accumulate these extra hours on a straight-time basis.
- b) Banked-time credits shall be based on fifteen (15) minute increments. An employee's maximum number of banked credits at any one time may not exceed seventy-five (75) hours. Banked time shall not be converted to payment in cash at any time.
- c) Accumulated banked-time credits will be taken as time off with pay at times requested by the employee and as approved by the Employer. An employee shall be required to accumulate sufficient banked-time credits prior to taking time off. Requests for such time off will not be unreasonably denied.
- d) There will be no administrative advance of credits. Banked time shall not be converted to payment in cash at any time.
- e) An employee who qualifies for another form of leave with pay may substitute banked-time leave for such leave.
- f) Where employees have not used their accumulated banked-time credits at the end of the fiscal year, a maximum of seven and one half (7.5) hours may be carried over into the next fiscal year, for utilization at the earliest opportunity. In the event that an employee's request for time off has not been approved in the fiscal year, the number of hours denied may be carried over to the next fiscal year.

## Article 9 Overtime

Current Language:

**9.01** When an employee is required by the Employer to work overtime, he shall be compensated as follows:

- f) no employee will be required to work more than twenty-four (24) contiguous hours without a break of at least twelve (12) hours before reporting back to work.

Proposed Language:

**9.01** When an employee is required by the Employer to work overtime, he shall be compensated as follows:

- f) no employee will be required to work more than twenty-four (24) contiguous hours without a break of at least twelve (12) hours before reporting back to work. **In any case, every employee shall be entitled to, and shall be granted a rest period of at least eight (8) consecutive hours between work periods or shifts. The employer may require that an employee work additional hours which would result in them having a rest period of fewer than eight (8) consecutive hours between their work periods or shifts if it is necessary for the employee to work in order to deal with a situation that the employer could not have reasonably foreseen and that presents or could reasonably be expected to present an imminent or serious threat to the life, health or safety of any person; threat of damage to or the loss of property; or threat of serious interference with the ordinary working of the Agency. In any event, an employee will be entitled to a minimum of eight (8) hours consecutive between the end of the situation, and the time they are expected to report back to work.**

## Article 12 Designated Paid Holidays

Current Language:

**12.01** Subject to clause 12.02 below, 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 (1) 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 day is recognized as a provincial or civic holiday, the first Monday in August,

and

- l) one (1) additional day when proclaimed by an Act of Parliament as a national holiday.

Proposed Language:

**12.01** Subject to clause 12.02 below, the following days shall be designated paid holidays for employees:

- a) New Year's Day,
- b) **one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincially identified family day in the area in which the employee is employed or in any area where, in the opinion of the Employer, no such day is recognized as a provincial family day, the third Monday in February,**
- ~~be~~) Good Friday,
- ~~ed~~) Easter Monday,
- ~~de~~) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,



(~~ef~~) Canada Day,

(~~fg~~) Labour Day,

**(h) The National Day for Truth and Reconciliation**

(~~gi~~) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,

(~~hj~~) Remembrance Day,

(~~ik~~) Christmas Day,

(~~jl~~) Boxing Day,

(~~km~~) one (1) 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 day is recognized as a provincial or civic holiday, the first Monday in August,

and

(~~ln~~) one (1) additional day when proclaimed by an Act of Parliament as a national holiday. Page

## Article 16 Sick Leave

Current Language:

### 16.01 Credits

An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which the employee receives pay for at least seventy-five (75) hours.

Proposed Language:

### 16.01 Credits

An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which the employee receives pay **on at least ten (10) days** ~~for at least seventy-five (75) hours.~~

Current Language:

**16.05** Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 16.02 above, 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 and, in the event of termination of employment for other than incapacity, death or lay-off, the recovery of the advance from any monies owed the employee.

Proposed Language:

**16.05** Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 16.02 above, sick leave with pay ~~may, at the discretion of the Employer,~~ **shall** 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 and, in the event of termination of employment for other than incapacity, death or lay-off, the recovery of the advance from any monies owed the employee.

Current Language:  
NEW

Proposed Language:

**16.10 Where, for any reason, the employer has requested the employee provide medical certification for an absence relating to article 16, all time required to procure such certification shall be considered time worked, and any costs associated with the procurement shall be borne by the employer.**

Current Language:  
NEW

Proposed Language:

**16.11 An employee is entitled to sick leave with pay, with no loss of sick leave credits, for any time they are unable to work due to quarantine, or public health order which restricts their ability to work.**

## **Article 17 Other Leave With or Without Pay**

Current Language:

### **17.01 Validation**

In respect to applications for leave made pursuant to this Article, the employee may be required to provide satisfactory validation of the circumstances necessitating such requests.

Proposed Language:

### **17.01 Validation**

- a) In respect to applications for leave made pursuant to this Article, the employee may be required to provide satisfactory validation of the circumstances necessitating such requests.
- b) Unless otherwise informed by the Employer, a statement signed by the employee stating that they qualified for a leave under article 17 shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 17.01 (a) above.**

Current Language:

17.02 (a) A person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. In this instance, an employee shall be entitled to bereavement leave under 17.02(a) only once during the employee's total period of employment in the public service.

Proposed Language:

17.02 (a) A person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. **Using this language,** ~~In this instance,~~ an employee shall be entitled to bereavement leave under 17.02(a) **for a total of 37.5 hours** ~~only once~~ during the employee's total period of employment in the public service.

Current Language:

17.02

- a) une personne qui tient lieu de membre de la famille de l'employé qu'il y ait ou non un degré de consanguinité entre cette personne et l'employé. L'employé à droit au congé de deuil payé sous 17.02 a) une seule fois pendant la durée totale de son emploi dans la fonction publique.

Proposed Language:

Note - This is an editorial change only to the french language agreement and is notwithstanding any other proposed changes

17.02

- a) ~~une personne qui tient lieu de membre de la famille de l'employé~~ **qui est considérée par l'employé comme faisant partie de sa famille** qu'il y ait ou non un degré de consanguinité entre cette personne et l'employé. L'employé à droit au congé de deuil payé sous 17.02 a) une seule fois pendant la durée totale de son emploi dans la fonction publique.



Current Language:

17.04

- 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 paragraphs (c) to (j), provided that they:
  - i. have completed six (6) months of continuous employment before the commencement of their maternity leave without pay,

Proposed Language:

17.04

- 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 paragraphs (c) to (j), provided that they:
  - ~~i. have completed six (6) months of continuous employment before the commencement of their maternity leave without pay,~~

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### Current Language:

17.04

- 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.

### Proposed Language:

17.04

- i. Where an employee becomes eligible for a pay increment or pay revision, **or is appointed to a position with a higher rate of pay** while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.

Current Language:

17.07

- a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) or (l) to (r), providing they:
  - i) have completed six (6) months of continuous employment before the commencement of parental leave without pay,

Proposed Language:

17.07

- a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) or (l) to (r), providing they:
  - i) ~~have completed six (6) months of continuous employment before the~~  
commencement of parental leave without pay,

Current Language:

17.07

- r) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.

Proposed Language:

17.07

- r) Where an employee becomes eligible for a pay increment or pay revision, **or is appointed to a position with a higher rate of pay**, while in receipt of the allowance, the allowance shall be adjusted accordingly.

Current Language:

**17.09 Medical appointment for pregnant employees**

- a) Up to three decimal seven five (3.75) hours of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.
- b) 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.

Proposed Language:

**17.09 Medical appointment for pregnant employees**

- a) Up to three decimal seven five (3.75) hours of reasonable time off with pay will be granted to pregnant employees, **and/or employees whose partner is pregnant**, for the purpose of attending routine medical appointments.
- b) 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.

Current Language:

17.13

- a) Aux fins de l'application du présent paragraphe, « famille » est définie par l'article 2 en plus d'une personne qui tient lieu de membre de la famille de l'employé qu'il y ait ou non un degré de consanguinité entre cette personne et l'employé.

Proposed Language:

Note - This is an editorial change only to the french language agreement and is notwithstanding any other proposed changes

17.13

- a) Aux fins de l'application du présent paragraphe, « famille » est définie par l'article 2 en plus d'une personne ~~qui tient lieu de membre de la famille de l'employé~~ **qui est considérée par l'employé comme faisant partie de sa famille** qu'il y ait ou non un degré de consanguinité entre cette personne et l'employé.

Current Language:

17.13

- b) The Employer shall grant leave with pay under the following circumstances: ii. 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;
- iv. to provide for the immediate and temporary care of a child where, due to unforeseen circumstances, usual childcare arrangements are unavailable. 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;
- vii. seven decimal five (7.5) hours out of the forty-five (45) hours stipulated in this clause may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

Proposed Language:

17.13

- b) The Employer shall grant leave with pay under the following circumstances: ii. 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;

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- vii. ~~seven decimal five (7.5) hours out of the forty-five (45)~~ hours stipulated in this clause may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

Current Language:

**17.14 Leave without pay for family-related needs**

Subject to operational requirements, an employee shall be granted leave without pay for family-related needs in accordance with the following conditions:

- a) Up to five (5) years leave without pay during an employee's total period of employment in the public service may be granted for the personal long-term care of the employee's family. Leave granted under this paragraph shall be for a minimum period of three (3) weeks.
- b) 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 an urgent or unforeseeable circumstance, such notice cannot be given.

Proposed Language:

**17.14 Leave without pay for family-related needs**

Subject to operational requirements, an employee shall be granted leave without pay for family-related needs in accordance with the following conditions:

- a) Up to five (5) years leave without pay during an employee's total period of employment in the public service may be granted for the personal long-term care of the employee's family. ~~Leave granted under this paragraph shall be for a minimum period of three (3) weeks.~~
- b) 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 an urgent or unforeseeable circumstance, such notice cannot be given.
- c) **An employee shall be entitled to leave under 17.14 for a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.**

Current Language:

**17.16 Leave with pay for participation in a staffing process**



Where an employee participates in a staffing process, including the recourse mechanism provided for all CRA staffing processes, or for a position in the public service, as defined in the Federal Public Sector Labour Relations Act, including the appeal process where applicable, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where the employee's presence is so required. This also applies to a staffing process related to a deployment/permanent lateral move.

Proposed Language:

**17.16 Leave with pay for participation in a staffing process**

Where an employee participates in a staffing process, including the recourse mechanism provided for all CRA staffing processes, or for a position in the public service, as defined in the Federal Public Sector Labour Relations Act, including the appeal process where applicable, the employee is entitled to leave with pay for the period during which the employee's presence is ~~required~~ **is invited** for purposes of the process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where the employee's presence is so ~~required~~ **invited**. This also applies to a staffing process related to a deployment/permanent lateral move.

**Where an employee is invited outside of their normal working hours, the employee shall be remunerated at the employee's applicable overtime rate.**

Current Language:

**17.20 Pre-retirement leave**

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.

Proposed Language:

**17.20 Pre-retirement leave**

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 **reached 55 years of age, with thirty years of service; or 60 years of age and two years of service; or** the combination of age and years of service to qualify for an immediate annuity without penalty under the Public Service Superannuation Act.

Current Language:

**17.21 Personal leave**

- a) 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.

Proposed Language:

**17.21 Personal leave**

- a) 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.

Current Language:

17.22 NEW

**f) An employee who has been granted caregiving leave without pay shall be paid a caregiving allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (j), provided that they:**

**i. provide the Employer with proof that they have applied for and are in receipt of Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adult under the Employment Insurance Act in respect of insurable employment with the Employer,**

**And**

**ii. have signed an agreement with the Employer stating that:**

- A) they will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act, on the expiry date of their caregiving leave without pay unless the return to work date is modified by the approval of another form of leave;**
- B) following their return to work, as described in section (a), they will work for a period equal to the period they were in receipt of the caregiving allowance;**
- C) should they fail to return to work in accordance with section (a), or should they return to work but fail to work for the total period specified in section (b), for reasons other than death, lay-off, 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), or having become disabled as defined in the Public Service Superannuation Act, they will be indebted to the Employer for an amount determined as follows:**

**(allowance received)x(remaining period to be worked following their return to work)[total period to be worked as specified in (b)]**

**however, an employee whose specified period of employment expired and who is rehired within the federal public administration**

**as described in section (A), within a period of ninety (90) days or less is not indebted for the amount if their new period of employment is sufficient to meet 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) Caregiving allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee is subject to a waiting period before receiving Employment Insurance (EI) benefits, ninety-three per cent (93%) of their weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
  - ii. or each week that the employee receives a benefit pursuant to section 23 of the Employment Insurance Act the difference between the gross weekly amount of the EI caregiving benefit they are eligible to receive and ninety-three per cent (93%) of their weekly rate of pay, less any other monies earned during this period which may result in a decrease in EI to which they would have been eligible if no extra monies had been earned during this period;

and

- iii. where an employee has received the full fifteen (15) weeks of caregiving benefit under EI and thereafter remains on caregiving leave without pay, they are eligible to receive a further caregiving allowance for a period of one (1) week at ninety-three percent (93%) of their weekly rate of pay, less any other monies earned during this period.
- d) At the employee's request, the payment referred to in subparagraph 17.22 (f) (c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance (EI) benefits.
- e) The caregiving 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 they may be required to repay pursuant to the Employment Insurance Act. 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 caregiving 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 caregiving 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 their substantive level to which they are appointed. h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of caregiving 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, or is appointed to a position with a higher rate of pay while in receipt of the caregiving allowance, the allowance shall be adjusted accordingly.
- j) Caregiving allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

## **Article 18 Career Development**

**The Institute would like to discuss Career Development, including but not limited to job training and language training and reserves the right to make proposals at a later date.**

## Article 27 Use of Employer Facilities

### Current Language:

**27.01** Reasonable space on bulletin boards including electronic bulletin boards where available, in convenient locations will be made available to the Institute for the posting of official Institute notices. The Institute shall endeavour to avoid requests for posting of notices that 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 of meetings of their members and elections, the names of Institute representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

### Proposed Language:

**27.01** Reasonable space on bulletin boards including electronic bulletin boards where available, in convenient locations will be made available to the Institute for the posting of official Institute notices. The Institute shall endeavour to avoid requests for posting of notices that 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 of meetings of their members and elections, the names of Institute representatives, and social and recreational events. Such approval shall not be unreasonably withheld. **For the sake of clarity, electronic bulletin boards shall include email systems, and any digital or other system, that is used to communicate general information to all employees.**

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## Current Language:

**27.03** A duly accredited representative of the Institute 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.

## Proposed Language:

**27.03** A duly accredited representative of the Institute 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, **and/or to meet with members**. Permission to enter the premises shall, in each case, be obtained from the Employer. **Such permission shall not be unreasonably withheld or denied.**



## Article 28 Information

### Current Language:

**28.01** The Employer agrees to supply the Institute on a quarterly basis with a list of all employees in the bargaining unit. The list referred to herein shall include the name, geographical location and classification of the employee and shall be provided within one (1) month following the termination of each quarter. As soon as practicable, the Employer agrees to add to the above list the date of appointment for new employees.

### Proposed Language:

28.01 The Employer agrees to supply the Institute on a quarterly basis with a list of all employees in the bargaining unit. The list referred to herein shall include the name, geographical location, **designated workplace, reporting location, work email address** and classification of the employee and shall be provided within one (1) month following the termination of each quarter. As soon as practicable, the Employer agrees to add to the above list the date of appointment for new employees.

**Current Language:**

**28.03** The Employer agrees to distribute to each new employee an information package prepared and supplied by the Institute. Such information package shall require the prior approval of the Employer. The Employer shall have the right to refuse to distribute any information that it considers adverse to its interests or to the interests of any of its representatives.

**Proposed Language:**

**28.03** The institute shall have the opportunity to have an employee representative introduced to and provided the time to address new employees as part of the Employer's formal orientation program(s), where such programs exist. Where those programs do not exist an Institute representative will be provided a timely opportunity to meet with all new employees using the employer's facilities. The Employer agrees to distribute to each new employee an information package prepared and supplied by the Institute. Such information package shall require the prior approval of the Employer. The Employer shall have the right to refuse to distribute any information that it considers adverse to its interests or to the interests of any of its representatives.

## Article 36 Standards of Discipline

Current Language:

**36.03** Where an employee is required to attend a meeting on disciplinary matters, the Employer shall notify the employee that the employee is entitled to have a representative of the Institute attend the meeting when the representative is readily available. Where practicable, the employee shall receive a minimum of two (2) working days' notice of such meeting.

Proposed Language:

**36.03** Where an employee is required to attend an **administrative inquiry, hearing or investigation conducted by the employer, or a** meeting on disciplinary matters, the Employer shall notify the employee that the employee is entitled to have a representative of the Institute attend the meeting when the representative is readily available. Where practicable, the employee shall receive a minimum of two (2) working days' notice of such meeting.

Current Language:

NEW

Proposed Language:

**36.04 (renumber article 36 as required)**

**Subject to the Access to Information Act and Privacy Act, the Employer shall provide the employee access to the information used during the disciplinary investigation upon completion of the investigation.**

## Article 38 Part Time Employees

Current Language:

### 38.01 Definition

"Part-time employee" means a person whose normal scheduled hours of work are less than thirty-seven decimal five (37.5) hours per week, but not less than those prescribed in the Federal Public Sector Labour Relations Act.

Proposed Language:

### 38.01 Definition

"Part-time employee" means a person whose normal scheduled hours of work are less than thirty-seven decimal five (37.5) hours per week, but not less than those prescribed in the Federal Public Sector Labour Relations Act. **A person who is on a graduated return to work for medical reasons shall have their status based on the number of hours they are scheduled, or projected to be scheduled at the end of the graduated return.**

Current Language:

**38.06 Designated holidays**

A part-time employee shall not be paid for the designated holidays, but shall instead be paid a premium of four decimal two five per cent (4.25%) for all straight-time hours worked during the period of part-time employment.

Proposed Language:

**38.06 Designated holidays**

A part-time employee shall not be paid for the designated holidays, but shall instead be paid a premium of ~~five four decimal two five~~ per cent (~~54.25~~%) for all straight-time hours worked during the period of part-time employment.

Current Language:

**Article 41 – Sexual Harassment**

**41.01** The Institute and the Employer recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the work place.

Proposed Language:

**Article 41 – ~~Sexual~~ Harassment**

**41.01** The Institute and the Employer recognize the right of employees to work in an environment free from ~~sexual~~ harassment and agree that ~~sexual~~ harassment will not be tolerated in the work place.

## **Article 44 Pay Administration**

44.08 Performance bonus - Management Group

**The Institute reserves the right to table language at a later date on the above mentioned article.**



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Current Language:

None

Proposed Language:

Article 44.09

**A bilingual bonus of \$2500 shall be paid to all members in bilingual designated positions, meeting the qualifications of their position.**

### **Article 47 Duration**

**The Institute would like to discuss the term and implementation of the collective agreement and reserves the right to make proposals at a later date.**

Current Language:

### **Appendix A:**

Pay notes for all classifications:

3.

- a) An indeterminate employee who is required to act at a higher occupational group and level 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 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 with the CRA at the same occupational group and level.

Proposed Language:

### **Appendix A:**

Pay notes for all classifications:

3.

- a) An indeterminate employee who is required to act at a higher occupational group and level 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 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 with the CRA at the same occupational group and level.
- c) In the event that an employee receives an indeterminate appointment to a higher group and level, any cumulative time spent acting at the new group and level shall be considered towards time in the position for the purposes of calculating their Rate of Pay.**

**The Institute would like to discuss pay and reserves the right to make proposals at a later date. Such discussions are also intended to discuss pay related aspects, including, but not limited to professional dues reimbursement and retention allowances.**

Current Language:

## **Appendix "G" – Work Force Adjustment**

### **Appendix to Institute – Audit, Financial, and Scientific Collective Agreement**

#### **Application**

This Appendix to the Audit, Financial, and Scientific collective agreement applies to the members of the AU, CO, AC, EN, CH, PS, SE, FI, ES, SI, LS, ED, MG, PC and CS occupational groups represented by the Professional Institute of the Public Service of Canada (Institute) for whom the Canada Revenue Agency (CRA) is the Employer. Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.

Proposed Language:

## **Appendix "G" – Work Force Adjustment**

### **Appendix to Institute – Audit, Financial, and Scientific Collective Agreement**

#### **Application**

This Appendix to the Audit, Financial, and Scientific collective agreement applies to ~~the members of the AU, CO, AC, EN, CH, PS, SE, FI, ES, SI, LS, ED, MG, PC and CS occupational groups~~ **all members of the bargaining unit** represented by the Professional Institute of the Public Service of Canada (Institute) for whom the Canada Revenue Agency (CRA) is the Employer. Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.

Current Language:

## **Appendix "G" – Work Force Adjustment**

### **Appendix to Institute – Audit, Financial, and Scientific Collective Agreement**

Definitions:

**Education allowance (indemnité d'étude)** – is one of the options provided to an indeterminate employee affected by normal work force adjustment for whom the Commissioner cannot guarantee a reasonable job offer. The education allowance is a cash payment, equivalent to the Transitional Support Measure (see Annex B ), plus a reimbursement of tuition from a recognized learning institution, books and relevant equipment costs, up to a maximum of fifteen thousand dollars (\$15,000).

#### 6.4 Options

##### 6.4.1 (c)

- c) Education allowance is a Transitional Support Measure (see option (b) above) plus an amount of not more than fifteen thousand dollars (\$15,000) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant equipment. Employees choosing option (c) could either:

Proposed Language:

## **Appendix "G" – Work Force Adjustment**

### **Appendix to Institute – Audit, Financial, and Scientific Collective Agreement**

Definitions:

**Education allowance (indemnité d'étude)** – is one of the options provided to an indeterminate employee affected by normal work force adjustment for whom the Commissioner cannot guarantee a reasonable job offer. The education allowance is a cash payment, equivalent to the Transitional Support Measure (see Annex B ), plus a reimbursement of tuition from a recognized learning institution, books and relevant equipment costs, up to a maximum of ~~fifteen thousand dollars (\$15,000)~~ **seventeen thousand dollars (\$17,000)**.

## 6.4 Options

### 6.4.1 (c)

- c) Education allowance is a Transitional Support Measure (see option (b) above) plus an amount of not more than ~~fifteen thousand dollars (\$15,000)~~ **seventeen thousand dollars (\$17,000)** for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant equipment. Employees choosing option (c) could either:

Current language:

## **Appendix "G" – Work Force Adjustment**

### **Appendix to Institute – Audit, Financial, and Scientific Collective Agreement**

**6.4.6** All opting employees will be entitled to up to one thousand dollars (\$1,000) counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.

Proposed Language:

## **Appendix "G" – Work Force Adjustment**

### **Appendix to Institute – Audit, Financial, and Scientific Collective Agreement**

**6.4.6** All opting employees will be entitled to up to one thousand **two hundred** dollars (\$1,0**200**) counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.



Current Language:

## **Appendix "M"**

### **Memorandum of Understanding With Respect to Classification Matters**

This memorandum is to give effect to the agreement reached between the Employer and the Professional Institute of the Public Service of Canada in respect of employees in the Audit, Financial and Scientific bargaining unit.

The Employer recognizes the relevance and concerns that the Institute has in terms of internal relativity between classification standards.

The Employer, via the established working group, will continue to engage in meaningful consultation with the Institute in examining the classification standards used to evaluate the work performed by the employees in the occupational groups currently covered by the Audit, Financial and Scientific bargaining unit. The working group will continue to review current classification issues and potential opportunities for improvement.

The working group will continue to provide regular updates to both the Employer and Union to facilitate discussions at the National Union Management Consultation Committee (NUMCC). The matter will be a standing item on future scheduled NUMCC meetings until the working group has presented its final findings to the NUMCC.

When the working group has presented its final findings to the NUMCC, the working group's mandate will be considered complete and any further discussions on the matter will be referred to the NUMCC.

Proposed Language:

## **\*\* Appendix "M"**

### **Memorandum of Understanding With Respect to Classification Matters**

This memorandum is to give effect to the agreement reached between the Employer and the Professional Institute of the Public Service of Canada in respect of employees in the Audit, Financial and Scientific bargaining unit.

The Employer recognizes the relevance and concerns that the Institute has in terms of internal relativity between classification standards.

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~~The Employer, via the established working group, will continue to engage in meaningful consultation with the Institute in examining the classification standards used to evaluate the work performed by the employees in the occupational groups currently covered by the Audit, Financial and Scientific bargaining unit. The working group will continue to review current classification issues and potential opportunities for improvement.~~

~~The working group will continue to provide regular updates to both the Employer and Union to facilitate discussions at the National Union Management Consultation Committee (NUMCC). The matter will be a standing item on future scheduled NUMCC meetings until the working group has presented its final findings to the NUMCC.~~

~~When the working group has presented its final findings to the NUMCC, the working group's mandate will be considered complete and any further discussions on the matter will be referred to the NUMCC.~~

**Following on the work performed by the prior working group, the Agency commits to provide ongoing updates to the union, via a joint working group, which will report to all future scheduled National Union Management Consultation Committee meetings on what work is being done to address union concerns with regards to classification standards. Such reports will include statistics, timeframes, and outcomes which are new since the prior NUMCC, as they relate to opportunities for improvement.**

**Such work will be separate and distinct from any work being done with regards to pay equity, and are intended to address the concerns raised by the union relating to internal relativity, and compliance with The Canadian Human Rights Act.**

**This work will lead to the introduction of new classification standards for all AFS members by December 21, 2024.**

Audit Financial Scientific (AFS) Group Bargaining Proposals 2022

Current Language:

Not part of the collective agreement

Proposed language:

**Not to be part of the collective agreement:**

**Following the prior practice, the parties agree to meet within one month of the signing of the collective agreement to create an interpretation and implementation document, agreed to by the parties to capture the intent of any new and changed language at the time of bargaining.**

