

MESSAGE FROM THE NATIONAL PRESIDENT

Here we are at the end of the year 2020. It was certainly not a year like any other. Of course, no one can ignore the ongoing COVID-19 pandemic that will continue into 2021. It has been a very difficult and trying year for millions of Canadians and billions of people around the world. Nobody has been able to escape the negative effects caused by this major event and our members are no exception.

Your health and safety is paramount to us and that is why we have been working diligently in collaboration with the employer since the beginning of this pandemic, to ensure that all our members can continue to work in a safe and healthy environment. The National Health and Safety Policy Committee (NHSPC), which includes the members of the UTE National Health and Safety Committee, will continue to monitor the situation very closely.

I would like to take this opportunity to reiterate my gratitude to you, our members, for continuing to work tirelessly despite the pandemic to ensure that Canadian taxpayers continue to receive all the benefits to which they are entitled and to effectively administer the new emergency financial assistance benefits adopted by the Government of Canada to help the population.

Thank you again for your extraordinary dedication and outstanding work!

As you now know, we signed our new collective agreement on Friday, November 13th and it officially came into effect on that date. We have already begun to meet regularly with Agency representatives to ensure that the new agreement is implemented effectively and as quickly as possible.

Effective November 1, 2020, the period of continuous service required for term employees to qualify for administrative conversion to indeterminate (permanent) status has been reduced from five (5) years to three (3) years. We are very pleased with this and will continue to ensure that this new provision is applied and respected.

We are also continuing to follow up with PSAC on the situation regarding the compensation agreement in relation to the problems caused by the Phoenix pay system. We will keep you informed of any developments on this file as soon as possible.

I would like to thank you once again for your ongoing support.

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**SI VOUS PRÉFÉREZ RECEVOIR CETTE PUBLICATION EN FRANÇAIS,
VEUILLEZ VOUS ADRESSER À VOTRE PRÉSIDENT- E DE SECTION LOCALE**



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All the representatives of the Union of Taxation Employees, who like you are members of our great union, are there to serve you, help you and represent you. We must never forget that our strength lies in our unity.

In closing, I wish you and your loved ones a wonderful Holiday Season and may the New Year bring you joy, happiness and prosperity! Stay safe and take good care of yourself and your loved ones! Let us hope that this dreadful pandemic is nothing more than a bad memory before the year 2021 is over!

Merry Christmas and Happy New Year!

Yours in solidarity,

Marc Brière
National President

OUR NEW COLLECTIVE AGREEMENT

On November 13, 2020, the recently ratified collective agreement was signed by the members of the Union of Taxation Employees' bargaining team along with members of the Canada Revenue Agency's bargaining team. Effective on that date all provisions contained in the newly negotiated contract came into effect.

This article will highlight some of the changes in the collective agreement focusing on new articles, as well as articles where changes have an impact that members should be aware of. It is not an all-inclusive list and subsequent newsletter articles may highlight additional revisions.

This is not meant to be a legal interpretation, but rather the intent of the clause from our perspective. As we have seen from time to time, clauses in our collective agreement seem to be interpreted differently by the employer when compared to the union's view.

We also want to provide our members some directions or suggestions relating to what information we believe that you should provide when requesting leave under various provisions of the collective agreement. This will hopefully minimize problems that members occasionally face when requesting leave.

Lastly in some instances we will include the full text of the new or revised collective agreement clause or alternately we would ask that members review the information that will be available on the UTE website (www.ute-sei.org) under Bargaining.

ARTICLE 42 – Leave with Pay for Family Related Responsibilities

42.01 For the purpose of this clause, “family” is defined per Article 2 and, in addition, 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.

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This is one of two significant changes in Article 42. The first change means that for most clauses in Article 42 where a reference is made to family, the member can have access to leave granted under this clause for persons who are not defined as family as noted in Article 2. It is our opinion that under clause 42.02 all situations listed should qualify. It will be interesting to see how the employer, from their perspective, interprets these changes.

When requesting leave in the above-noted situation it is suggested that you advise your team leader or manager that the leave is being requested under 42.01 advising it is for a medical/dental appointment, care of a sick individual etc. and that it is for someone not defined as family per Article 2. It is the union's opinion that no other personal information is required.

The second change removes the cap of seven decimal five (7.5) hours from **42.02 (h) to attend school functions, if the supervisor was notified of the functions as far in advance as possible.**

Please be aware there is still a cap of 7.5 hours to meet with a legal, paralegal, financial or other professional representative.

A final reminder, the total maximum amount of leave with pay that can be granted under Article 42 remains at forty-five (45) hours in a fiscal year.

The change in 42.01 also affects the following clauses.

ARTICLE 41 – Leave Without Pay for Care of Family

There is speculation that leave without pay will be granted in a similar manner as it would be for members defined as family under article 2. However, these matters need to be reviewed and resolved between the UTE/PSAC and CRA negotiators. More information to follow.

ARTICLE 46 - Bereavement Leave with Pay

The inclusion of the above-noted language into Article 46 provides employees a **one-time** access (for the employee's total period of employment in the public service) to seven (7) consecutive days of bereavement leave for an individual not deemed family under Article 2.

OTHER CHANGES

We will now cover several unrelated changes or additions to the collective agreement.

Article 2 - Interpretation and Definitions

The definition of family now includes stepbrother, stepsister, daughter-in-law, and son-in-law.



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Article 28.03 - Assignment of Overtime Work

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- a) Subject to the operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to offer overtime work on an equitable basis among readily available qualified employees., **and**
- b) **endeavour to allocate overtime work to employees at the same group and level as the position to be filled. (NEW)**

The newly added language above aims to ensure that the employer will attempt to assure that employees who are qualified and at the same group and level will be considered prior to offering overtime to employees at higher levels.

Article 43 – Leave Without Pay for Personal Needs

The previous collective agreement afforded employees the opportunity to take 2 periods of leave without pay during their career; up to 3 months of leave without pay as well as a separate period of leave of up to one year. The revised contract wording allows this opportunity to employees now twice in their career. The proviso is that any second requests for either 3 months or one-year leave must be taken no earlier than 10 years from the end of the previous request period.



Article 46 - Bereavement Leave

46.03 At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.

46.04 When requested to be taken in two (2) periods,

- a. **The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and**
- b. **The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.**
- c. **The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.**

The new articles quoted above are self-explanatory and provide members the opportunity to take their bereavement leave in 2 separate periods which provides added flexibility for our members.

NEW ARTICLE – Article 44 - Domestic Violence Leave

There is a new article going to be included in the collective agreement on the matter of domestic

violence leave. We invite the reader to review the article, as it is fairly lengthy, we will just highlight some of the details.

For the purposes of this clause, domestic violence is considered to be any form of abuse or neglect that an employee or an employee's child experiences from a family member or someone with whom an employee has or had an intimate relationship.

There is a total of 75 hours leave with pay available to the employee in any fiscal year. The article lists a number of reasons leave may be required such as receiving counselling, relocation either temporarily or permanently. This leave does not have to be taken in a single block and can be taken in increments meeting the needs of the employee up to the maximum as noted above.



NEW ARTICLE – Article 60 - Call Centre Employees

60.01 Employees working in call centres shall be provided five (5) consecutive minutes not on a call for each hour not interrupted by a regular break or meal period.

60.02 (a) Call monitoring is intended to improve performance by providing guidance and feedback to the employee.

(b) When the Employer makes reference to a call recording, upon request, the employee will be given

access to review the call recording that is being referred to.

60.03 Coaching and development feedback resulting from call monitoring shall be provided in a timely and meaningful fashion.

One of the most meaningful improvements with the inclusion of this article in the collective agreement is a recognition that call centre agents are employed in a particularly high stress work environment. Employees will be provided with 5 consecutive minutes not on a call for each hour, where there is not a scheduled coffee break or lunch break.

Article 34.05 - Scheduling of Vacation Leave with Pay

The last article to be discussed highlights changes made under Article 34 as it relates to the scheduling of vacation leave.

There are large number of changes agreed to that are very positive for employees making vacation leave requests. Amendments were made to recognize the differences and challenges between most CRA workplaces and call centres in respect to vacation scheduling. Years of service will also be considered to ensure annual leave is available to as many employees as possible during the summer months.

The previous collective agreement under 34.05 (b) (i) had a requirement that employees submit their leave requests for both summer and winter vacation by prescribed dates. It also included timelines with respect to the employer responding to such requests.

This has been removed in its entirety for all employees other than those working in call centres and replaced with the wording shown below. (New provisions relating specifically to call centres will be

discussed later in this article.)

34.05 (9b) (i) In cases where there are more vacation leave requests for a specific period than can be approved due to operational requirements, years of service as defined in clause 34.03 of the Agreement, shall be used as the determining factor for granting such requests. For leave requests between **June 1 and September 30, years of service shall be applied for a maximum of two weeks per employee in order to ensure that as many employees as possible might take annual leave during the summer months.**

ii. The Employer shall not cancel an employee's vacation leave once approved in writing due to an employee with more years of service, as defined in clause 34.03 of the Agreement, requesting the same period.

iii. The Employer shall respond to vacation leave requests within fifteen (15) days of when requests are submitted.



This means that vacation requests can be submitted at any point in time. As stated above if more requests have been received for any specific period than can be reasonably accommodated, years of service may be applied as a criteria in granting any leave. It does further state however that once an employee's request for leave is granted in writing it cannot be rescinded. It also puts the onus on the employer to respond to any employee's vacation leave request within 15 days.

Vacation Leave Scheduling for Call Centre Employees

The process in place for vacation scheduling in call centres remains basically the same as written in the previous collective agreement as it relates to built-in timelines for submitting vacation requests. Employees will have to submit their annual leave requests for the summer and winter leave periods on or before April 15th and September 15th, respectively.

The new provisions as mentioned above for non-call center employees:

- consideration of years of service,
- cancelling of vacation leave requests once approved, and
- responding to vacation leave requests within 15 days, will also apply to call centre employees.

There are many additional changes to the collective agreement, all of which improve our members rights or improve on work life balance. These include maternity/parental leave without pay, personnel selection leave and changes to the work force adjustment appendix, to name a few. Please take the time to read and learn about all the improvements negotiated during this round of collective bargaining.

We hope this article has provided members with some better insight on some of the significant changes negotiated in the last round of collective bargaining. As mentioned at the beginning of this article, it is not meant to be a legal interpretation but rather a guide to assist you when dealing with matters relating to the collective agreement. As always, should questions arise, please contact your local executive for assistance.

Gary Esslinger
Chair of the Communications Committee
and Member of the Bargaining Team

TAKE CARE

Inspired by information provided from the Western Region EAP coordinator – counsellors

There is no doubt when one considers the ongoing COVID-19 pandemic, the isolation encountered by many members working from home combined with the changing seasons affects our members in small or more impacted ways.

While the change in seasons brings some people cheerful thoughts of pumpkin spice lattes, sweaters and winter sports, others start to dread the winter blues and worry about how this winter may have even further challenges to their mental health due to COVID-19.

What are the winter blues?

The winter blues are a wave of low emotions that come with these cold, dark days. Individuals experiencing the winter blues, might feel the need to sleep a bit longer, indulge more often in comfort food, and spend more time with Netflix than with socializing. You may have heard people referring to this as Seasonal Affective Disorder (SAD), but the winter blues and SAD are two different things according to mental health experts.

What is the difference between the winter blues and SAD?

About 15% of people in Canada experience the winter blues, while only about 2-3% of people in Canada experience Seasonal Affective Disorder. Common symptoms of SAD include oversleeping, extreme fatigue, increased appetite with carbohydrate craving, overeating, and weight gain. With more severe episodes, people may have suicidal thoughts. SAD is not a separate mental disorder – it is a subtype of major depressive disorder. SAD is a widely researched condition of regularly occurring depression in the winter season that can impair one's daily life. Treatment can include light therapy, counselling, medication, or a combination of the three. A professional can help determine if you are experiencing SAD.

What is depression?

Depression is a mental illness that affects a person's mood—the way a person feels. Mood impacts the way people think about themselves, relate to others, and interact with the world around them. This is more than a 'bad day' or 'feeling blue'. This can occur anytime of the year and is not related to season. Without supports like treatment, depression can last for a long time.

Here are some suggested ways that members can improve or maintain their mood this winter:

Let the light in - Get outside during the day if you can, keep your curtains open, and when indoors, spend as much time as you can near the windows. Even if it's cloudy, getting some daylight can help boost your mood. People with Seasonal Affective Disorder (SAD) can improve their mood with exposure to bright, artificial light, called light therapy. As little as 30 minutes per day of sitting under a specially-designed light device results in significant improvement in 60% to 70% of SAD patients. Light therapy can also be helpful for people with the milder symptoms of the winter blues.

Get physical - Physical activity is always a great tool to help you manage your mental health. Start small and try a lunchtime walk around the block or look into some virtual classes you can take from the comfort of your own home.



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If you are interested in and comfortable going to a gym, review the precautions put in place by the establishment and consider joining. Get a fitness tracker and commit to increasing your activity levels or use a free app like MyFitnessPal to monitor your physical health (exercise, water intake, food intake, weight etc.)

Try to keep a normal sleep schedule - It might feel like your bed is the only one who understands this funk you're in, but over-sleeping can actually worsen the symptoms of the winter blues.

Celebrate – you're doing great - Battling low moods is no easy feat, and it's important to be kind to yourself and celebrate the little things. You're stronger than you think! Find someone you can talk to... talking about your feelings can help you stay in good mental health and deal with times when you feel troubled.

Stay Connected - Call up an old friend that you haven't seen in a while and get together at a local park or organize a video call to catch up. Organize an event or a regular conference call with some co-workers where you share recipes, talk sports or connect on the subjects that you used to when you worked closely at the office.

Take Care! Remember to have regular check-ins with yourself, and to spend extra time on self-care. Identify what self-care activities suit you best and build those into your daily routine. Whether you are religious or hold secular views, prayer and/or meditation are also beneficial daily activities. By incorporating either into your routine, you can maintain your spiritual health in the same way that you maintain your physical health. There are many guided meditation apps to help you get started!

**SEASONS GREETINGS FROM THE
NATIONAL EXECUTIVE
AND STAFF OF THE
UNION OF TAXATION EMPLOYEES**

CHANGE OF ADDRESS

Please note that all address changes should be done via e-mail to Louise Dorion (dorionl@ute-sei.org) or via the national web site. If you do not have access to an e-mail, please pass it on (with your PSAC ID) to a local representative or mail it directly to the National Office at 233 Gilmour Street, Suite 800, Ottawa ON K2P 0P2.



SCHOLARSHIP AWARD RECIPIENTS 2020

As a result of the COVID-19 pandemic the deadline for scholarship applications was extended to the end of September, 2020. The Honours and Awards Committee met virtually November 2-5, 2020 to review all submissions and choose scholarship winners. The committee is pleased to report the winners for 2020.

The national \$2,500 scholarships for 2020 are awarded to:

National **Diana Gee** scholarship: **Hope Edmond**

The other national scholarship is awarded to: **Umber Aujla**

The regional \$1,000 scholarships for 2020 are awarded to:

The **Al Rollins** Atlantic Regional Scholarship: **Kyra Doyle**

The Quebec Regional Scholarship: **Chloe Blondin**

The **Jean Bergeron** Montreal Regional Scholarship: **Sarah-Maude Chenard**

The National Capital Regional Scholarship: **Meghan Boyer**

The Northern and Eastern Ontario Regional Scholarship: **Gerald Jewell**

The **Nick Stein** Southwestern Ontario Regional Scholarship: **Natasha Paul**

The **Linda Collins** Greater Toronto Regional Scholarship: **Katelyn Cudmore**

The Prairies Regional Scholarship: **Ildren Justin Perez**

The **Don Davoren** Rocky Mountains Regional Scholarship: **Taylor Renz**

The Pacific Regional Scholarship: **Simrit Lally**

Congratulations to all of our winners!

Honours and Awards Committee

Cosimo Crupi, Chair

Ken Bye, Co-chair

Gary Esslinger, Co-chair

Melanee Jessup, Presidents' Representative