



## **2014 ROUND OF NEGOTIATIONS**

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**Statistical Survey Operations - Field  
Bargaining Proposals  
March 17, 2017**

The workers covered under this agreement work proudly on behalf of Canadians. Accordingly, the Union is introducing language and reserves the right to introduce additional language to maintain and improve the quality and level of the public services provided to Canadians.

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations with Statistical Survey Operations for the Field bargaining unit. These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The Public Service Alliance of Canada reserves the right to add to, amend, modify, and withdraw its proposals at any time during Collective Bargaining, to introduce counter-proposals to the Employer's demands, and to introduce new demands that might emerge from discussions at the bargaining table or from new information obtained during negotiations.

Where the word RESERVE appears, it means that the Union reserves the right to make proposals at a later date. In particular, the Public Service Alliance of Canada reserves the right to introduce a comprehensive wage proposal at an appropriate time during negotiations.

If neither party has a proposal on a specific clause or article, that clause or article shall be renewed.

The Union requests of the Employer disclosure of any plans for changes at its administrative or workplace level that may affect this round of negotiations, and reserves the right to make additional proposals after receiving this information.

Finally, the Union will not engage in concessionary bargaining.

## Article 2 Interpretation and Definitions

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“**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 spouse resident with the employee), child (including child of common-law spouse), stepchild, **foster child** or ward of the employee, grandchild, grandparent (**including grandparent of common-law spouse**), **great-grandparent,** father-in-law, mother-in-law, **daughter-in-law, son-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, cousin, fiancé** and any relative permanently residing in the employee’s household or with whom the employee permanently resides.

**The Union RESERVES the right to make proposals on the definitions of “day of rest” and “assigned workweek”.**

## Article 11 Information

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- 11.01 The Employer agrees to supply the Alliance each quarter with the name, **home address, personal telephone number (if available), personal email address (if available), employment status, years of service,** region and classification of every employee.
- 11.02 The Employer agrees to supply each employee with a copy of the collective agreement and will endeavour to do so within one (1) month after receipt from the printer. **Subsequently, the Employer will provide each new employee with a copy of the collective agreement upon hire.**

## Article 14 Leave With or Without Pay for Alliance Business

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**Complaints made to the Public Service Labour Relations and Employment Board pursuant to Section 190(1) of the Public Service Labour Relations Act**

- 14.01 ~~When operational requirements permit,~~ In cases of complaints made to the Public Service Labour Relations Board pursuant to section 190(1) of the PSLRA alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a) or 189(1) of the PSLRA, the Employer will grant leave with pay:
- (a) to an employee who makes a complaint on his/her own behalf, before the Public Service Labour Relations **and Employment** Board, and
  - (b) to an employee who acts on behalf of an employee making a complaint, or who acts

on behalf of the Alliance making a complaint.

### **Application for Certification, Representations and Interventions with Respect to Applications for Certification**

14.02 ~~When operational requirements permit, t~~The Employer will grant leave without pay:

(a) to an employee who represents the Alliance in an application for certification or in an intervention,

and

(b) to an employee who makes personal representations with respect to a certification.

14.03 The Employer will grant leave with pay:

(a) to an employee called as a witness by the Public Service Labour Relations **and Employment** Board, and

(b) ~~when operational requirements permit,~~ to an employee called as a witness by an employee or the Alliance.

### **Arbitration Board Hearings, Public Interest Commission Hearings and Alternate Dispute Resolution Process**

14.04 ~~When operational requirements permit, t~~The Employer will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board, a Public Interest Commission or in an Alternate Dispute Resolution Process.

14.05 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board, a Public Interest Commission or in an Alternate Dispute Resolution Process and, ~~when operational requirements permit,~~ leave with pay to an employee called as a witness by the Alliance.

### **Adjudication**

14.06 ~~When operational requirements permit, t~~The Employer will grant leave with pay to an employee who is:

(a) a party to the adjudication,

(b) the representative of an employee who is a party to an adjudication,

and

(c) a witness called by an employee who is a party to an adjudication.

## Meetings During the Grievance Process

- 14.07 Where an employee representative wishes to discuss a grievance with an employee who has asked or is obliged to be represented by the Alliance in relation to the presentation of his or her grievance, the Employer will, ~~where operational requirements permit,~~ give them reasonable leave with pay, **which in this case shall be interpreted to mean a minimum of one hour,** for this purpose ~~when the discussion takes place in their headquarters area and reasonable leave without pay when it takes place outside their headquarters area.~~
- 14.08 ~~Subject to operational requirements,~~
- (a) ~~When the Employer originates a meeting with a grievor, he or she will be granted “on duty” status, whether the meeting is held within or outside the grievor’s headquarters area;~~
- (b) ~~When a grievor seeks to meet with the Employer, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area;~~
- (c) ~~When an employee representative attends a meeting referred to in this clause, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area.~~

## Contract Negotiation Meetings

- 14.09 ~~When operational requirements permit,~~ The Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Alliance.

## Preparatory Contract Negotiation Meetings

- 14.10 ~~When operational requirements permit,~~ The Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

## Meetings Between the Alliance and Management Not Otherwise Specified in this Article

- 14.11 ~~When operational requirements permit,~~ The Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.
- 14.12 ~~When operational requirements permit,~~ The Employer shall grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the Alliance, and Executive Board meetings of the Alliance **and the Components,** and conventions of the Alliance, the Components, the Canadian Labour Congress and the

Territorial and Provincial Federations of Labour.

### Representatives' Training Courses

- 14.13 ~~When operational requirements permit,~~ The Employer will grant leave without pay to employees ~~who exercise the authority of a representative on behalf of the Alliance~~ to undertake **union-related** training ~~related to the duties of a representative.~~
- 14.14 The Employer shall grant leave with pay to an employee acting on behalf of the Alliance for discussions with the Employer as contemplated by Article 22.06.

### NEW

- 14.15 The Employer shall grant leave with pay to an employee who is a party, witness, advisor, or representative in any proceeding under legislation governing the workplace.**

## Article 16 No Discrimination

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- 16.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, **gender identity and expression**, family status, **marital status**, mental or physical disability, **political activity**, membership or activity in the Alliance, ~~marital status~~ or a conviction for which a pardon has been granted.

## Article 17 Sexual Harassment

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### Change title to: Harassment and Abuse of Authority

- 17.01** The Alliance and the Employer recognize the right of employees to work in an environment free from ~~sexual~~ harassment, **abuse of authority and bullying** and agree that ~~sexual~~ harassment, **abuse of authority and bullying** will not be tolerated in the workplace.

### 17.02 Definitions:

- (a) **Harassment and bullying are defined as: any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affect an employee's dignity or psychological or physical integrity, and that results in a harmful work environment for the employee. A single incident of such behaviour that has harmful effect on an employee may also constitute harassment. For greater certainty, this definition includes sexual harassment.**

- (b) **Abuse of authority occurs when an individual uses the power and authority inherent in his/her position to endanger an employee's job, undermines the employee's ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or influence the career of the employee. It may include intimidation, threats, blackmail or coercion.**

**The Union RESERVES the right to propose language concerning workplace surveillance and workplace violence.**

**~~17.02~~ 17.03**

- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If, by reason of clause 17.023 (a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

**The Union RESERVES the right to propose language concerning timeline for complaints.**

**~~17.03~~ 17.04**

By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with ~~sexual~~ harassment. The selection of the mediator will be by mutual agreement.

**~~17.04~~ 17.05**

**Upon request by the complainant(s) and/or respondent(s), an official copy of the investigation report shall be provided to them by the Employer.**

**17.06**

- (a) **No Employee against whom an allegation of discrimination or harassment has been made shall be subject to any disciplinary measure before the completion of any investigation into the matter, but may be subject to other interim measures where necessary.**
- (b) **If at the conclusion of any investigation, an allegation of misconduct under this Article is found to be unwarranted, all records related to the allegation and investigation shall be removed from the employee's file.**

## **Article 18 Technological Change**

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**The Union RESERVES the right to propose language concerning technological change.**

## Article 19 Health and Safety

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The Union RESERVES the right to propose language concerning health and safety.

## Article 20 Job Security

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The Union RESERVES the right to propose language concerning job security.

## Article 21 Discipline

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NEW

**21.01** No disciplinary measure in the form of a notice of discipline, suspension or discharge or any other form shall be imposed on any employee without just, reasonable and sufficient cause and without his/her receiving beforehand or at the same time a written notice showing the grounds on which a disciplinary measure is imposed.

**21.01-2**

(a) When an employee is suspended from duty or terminated in accordance with paragraph 12(2)(c) of the *Financial Administration Act*, the Employer ~~undertakes to~~ **shall** notify the employee in writing of the reason for such suspension or termination. The Employer shall ~~endeavour to~~ give such notification **beforehand or** at the time of suspension or termination.

(b) **In any arbitration relating to a disciplinary measure, the burden of proof shall be confined to the grounds mentioned in the notice referred to in 21.01 above.**

**21.03** When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary, **administrative or investigative** hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Alliance attend the meeting. **The supervisor must remind the employee of her right to have a representative of the Alliance accompany him or her.** ~~Where practicable,~~ The employee **and his/her Alliance representative** shall receive a minimum of ~~one (1)~~ **two (2)** day's notice of such a meeting.

**21.024** The Employer shall notify the local representative of the Alliance as soon as possible that such suspension, ~~or~~ termination **or investigative or administrative meeting** has occurred.



**21.045** The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

**21.056** Any document or written statement related to disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after ~~two (2)~~ **one (1)** years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

**NEW**

**21.07** In the case of suspension and termination, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the written notice consistent with 21.01.

**NEW**

**21.08** No employee shall suffer any loss in wages or benefits afforded under this Agreement while on investigatory or administrative suspension.

**NEW**

**21.09** There shall be no discipline or threat of discipline for exercising, in good faith, any rights under part 2 of the Canada Labour Code. For the purposes of this article, a ministerial declaration alone does not constitute proof of bad faith.

## Article 22 Grievance Procedure

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22.10 There shall be no more than a maximum of **three (3)** ~~four (4)~~ levels in the grievance procedure. These levels shall be as follows:

(a) Level 1 – District Manager / Assistant Director (Operations) of the Region **or Director of the Region;**

~~(b) Level 2 – Director of the Region;~~

~~(e)(b)~~ Level **32** – Director General – Collection and Regional Services Branch;

~~(d)(c)~~ Final Level – Chief Statistician or his / her authorized representative.

The grievor may elect to waive either level one (1) or level two (2).

No employer representative may hear the same grievance at more than one level in the grievance procedure.

22.13 An employee may be assisted and/or represented by the Alliance **and a local union representative** when presenting a grievance at any level. The Alliance shall have the

right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

### **Article 23 Hours of Work**

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**The Union RESERVES the right to propose language concerning hours of work.**

### **Article 24 Overtime**

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**The Union RESERVES the right to propose language concerning overtime.**

### **Article 26 Designated Paid Holidays**

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26.01 The following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one additional day in each year that, ~~in the opinion of the Employer,~~ is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, ~~in the opinion of the Employer,~~ no such additional day is recognized as a provincial or civic holiday, the first Monday in August,
- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

### **Article 27 Travelling Time**

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**Travel Status Additional Compensation**

- (a) An employee who is required to travel outside his/her headquarters area on government business, as these expressions are defined by the Employer, and is away from his/her permanent residence for ~~forty (40)~~ **twenty (20)** nights during a fiscal year shall be entitled to one ~~(1) day's~~ **seven decimal five (7.5) hours off with pay**. The employee shall be ~~entitled to credited with~~ one (1) additional ~~day's pay period of seven decimal five (7.5) hours~~ for each twenty (20) nights that the employee is away from his/her permanent residence to a maximum of ~~eighty (80)~~ **one hundred (100)** additional nights.
- (b) The maximum number of ~~paid days hours off~~ earned under this clause shall not exceed ~~five (5) days forty-five (45) hours~~ in a fiscal year and ~~will be paid at the employee's hourly rate of pay in effect when they are earned~~ shall accumulate as compensatory leave with pay.
- ~~(c) The number of hours to be paid for each day earned under this clause will be established by dividing the employee's assigned workweek in effect when the day is earned by five (5).~~
- ~~(d)~~(c) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars.

## Article 29 Leave – General

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The Union RESERVES the right to propose further language concerning this article.

## Article 30 Vacation Leave

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The Union RESERVES the right to propose further language concerning vacation.

## Article 31 Bereavement Leave With Pay

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31.01 When a member of the employee's family dies, an employee shall be entitled to a bereavement **leave with pay** ~~period of five (5) consecutive calendar days~~. Such bereavement ~~period leave~~, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

- (a) **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 of a maximum of five (5) working days.

(b) When requested to be taken in two (2) periods:

- (i) The first period must include the day of the memorial commemorating the deceased or must begin within (2) days following the death; and
- (ii) The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
- (iii) 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.

~~31.02 An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his/her son-in-law, daughter-in-law, brother-in-law or sister-in-law.~~

31.03 If, during a period of ~~vacation~~ **paid** leave, an employee is bereaved in circumstances under which he/she would have been eligible for bereavement leave with pay under clauses 31.01 and 31.02, the employee shall be granted bereavement leave with pay.

31.04 It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 31.01 and 31.02.

31.05 An employee shall be paid for the number of hours that would have been paid but for the bereavement leave.

### **Article 33**

#### **Sick Leave Without Pay**

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The Union **RESERVES** the right to propose language concerning sick leave.

### **Article 34**

#### **Maternity-Related Job Modification or Leave**

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34.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the ~~twenty-fourth (24th)~~ **fifty-second (52<sup>nd</sup>)** week following the birth, request the Employer to modify her job functions if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of

the foetus or child.

- 34.05 Where the Employer concludes that a modification of job functions that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than ~~twenty-four (24)~~ **fifty-two (52)** weeks after the birth.

## **Article 35**

### **Maternity Leave Without Pay**

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#### 35.02 Maternity Allowance

- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period ~~of two (2) weeks~~ before receiving Employment Insurance maternity benefits, ninety-three percent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,  
  
and
  - (ii) for each week in respect of which the employee receives maternity benefits under the Employment Insurance or the Quebec Parental Insurance Plan, the difference between the gross weekly amount of the maternity benefits she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during this period which may result in a decrease in the maternity benefits to which she 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 maternity benefit under the Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.**

## **Article 36**

### **Parental Leave Without Pay**

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#### 36.02 Parental Allowance

- (c) Parental allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period ~~of two (2) weeks~~ before receiving Employment Insurance parental benefits, ninety-three percent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
  - (ii) for each week in respect of which the employee receives parental, paternity or adoption benefits under the Employment Insurance or the Quebec Parental Insurance Plan, the difference between the gross weekly amount of the parental, paternity or adoption benefits he/she is eligible to receive and ninety-three percent (93%) of his/her weekly rate of pay, less any other monies earned during this period which may result in a decrease in the parental, paternity or adoption benefits to which he/she would have been eligible if no extra monies had been earned during this period.
  - (iii) where an employee has received the full eighteen (18) weeks of maternity benefits and the full thirty-two (32) weeks of parental benefits under the Quebec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, at ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
  - (iv) where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of his or her weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 35.02 c) iii) for the same child.**

### **Article 37**

#### **Leave Without Pay for the Care of Family**

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- 37.01 Both parties recognize the importance of access to leave for the purpose of care for the family.
- 37.02 Subject to the definition of “family” in Article 2, 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;

- (b) leave granted under this article shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the SSO;

~~(d) — **Compassionate Care Leave**~~

~~(i) — **Notwithstanding the definition of “family” in Article 2 and notwithstanding paragraph 37.02 (b), an employee who provides the Employer with proof that he/she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits**~~

~~(ii) — **Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he/she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.**~~

~~(iii) — **When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.**~~

~~(iv) — **When an employee is notified that his/her request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.**~~

37.03 An employee who has proceeded on leave without pay may change his/her return to work date if such change does not result in additional costs to the Employer.

## **NEW ARTICLE**

### **Compassionate Care Leave**

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**XX.01 Notwithstanding the definition of “family” in Article 2 and notwithstanding paragraph 37.02 (b), an employee who provides the Employer with proof that he/she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits**

**XX.02 Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he/she is in receipt of or awaiting Employment**

**Insurance (EI) Compassionate Care Benefits.**

**XX.03** When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.

**XX.04** When an employee is notified that his/her request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.

**Article 38**  
**Leave Without Pay for Family-Related Responsibilities**

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**38.01** For the purpose of this Article, family is defined as:

- a. spouse (or common law partner resident with the employee);
- b. children (including foster children, step-children or children of the spouse or common law partner, ward of the employee), grandchild;
- c. parents (including step-parents or foster parents); or
- d. father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents of the employee;
- e. any relative permanently residing in the employee's household or with whom the employee permanently resides; or
- f. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.

~~38.012~~ The total leave without pay which may be granted under this article shall not exceed ~~five (5) days~~ **thirty-seven decimal five (37.5) hours** in a fiscal year.

~~38.023~~ Subject to clause ~~38.012~~, the Employer shall grant leave without 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 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) to provide for the immediate and temporary care of an elderly **or disabled** member of the employee's family;
- (d) leave with pay for needs directly related to the birth or to the adoption of the employee's child.
- (e) **to attend school functions, if the supervisor was notified of the functions as far in advance as possible;**
- (f) **to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;**
- (g) **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.**

**Article 40**  
**Marriage Leave Without Pay**

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~~40.01 After the completion of one (1) year's continuous employment with Statistical Survey Operations and providing an employee gives the Employer at least five (5) days' notice, the employee shall be granted five (5) days' marriage leave without pay for the purpose of getting married.~~

Replace with the following:

**Article 40**  
**One Time Vacation Leave**

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40.01 After the completion of two (2) years continuous employment with Statistical Survey Operations and providing an employee gives the Employer at leaves five (5) days' notice, an employee shall be credited with a one-time entitlement of seven (7) consecutive calendar days' vacation leave with pay. **(Explanatory Note: An employee can benefit from this specific provision of seven (7) days of vacation leave with pay only once.)**

**Article 42**  
**Leave Without Pay for Other Reasons**

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**Change title to: Leave With or Without Pay for Other Reasons**

**NEW**  
**42.02 Personal Leave**

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, an employee shall be granted, in each fiscal year, ~~one (1) day~~ fifteen (15) hours of leave with pay for reasons of a personal nature.

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.

Applications for Personal Leave made within five (5) working days may be granted at the Employer's discretion.

Delete Annex B: MOU on Injury-on-duty and replace with the following article:

### **NEW ARTICLE** **Injury-on-duty Leave**

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**XX.01** An employee shall be granted injury-on-duty leave with pay when a claim has been made pursuant to the *Government Employees' Compensation Act*, and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

(a) personal injury accidentally received in the performance of his/her duties and not caused by the employee's wilful misconduct,

or

(b) an industrial illness or a disease arising out of and in the course of his/her employment, if the employee agrees to remit to the Receiver General of Canada any amount received by him/her in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or his/her agent has paid the premium.

**XX.02** Injury-on-duty leave shall not be subject to Articles 29.02, 29.05 or 29.06, but rather shall be paid at 7.5 hours per day, or 37.5 hours per week, at the straight-time rate, for the duration of the leave.

### **NEW ARTICLE** **Classification and Job Description**

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The Union RESERVES the right to make proposals after a discussion with the Employer.

**NEW ARTICLE**  
**Term and Part-Time Employees**

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The Union **RESERVES** the right to make proposals after a discussion with the Employer.

**NEW ARTICLE**  
**Social Justice Fund**

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**XX.01** The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

**ANNEX “F”**  
**MEMORANDUM OF UNDERSTANDING**  
**SOCIAL JUSTICE FUND**

By Memorandum of Understanding dated March 14, 2005, the Treasury Board of Canada and the Public Service Alliance of Canada agreed to “form a joint committee to examine the desirability for the Employer to eventually participate in the funding of the Social Justice Fund established by the PSAC in January 2003.”

The parties agree that any report and/or recommendations issued by the Social Justice Fund Joint Committee shall be examined by the Employer and discussed with the Union.

**ANNEX “E”**  
**MEMORANDUM OF UNDERSTANDING**  
**NATIONAL JOINT COUNCIL DIRECTIVES**

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The Union **RESERVES** the right to propose language concerning the NJC Directives.

**ANNEX “G”**  
**MEMORANDUM OF UNDERSTANDING**  
**OPERATIONAL REQUIREMENTS**

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This Memorandum of Understanding is to follow up on discussions that took place during the course of negotiations on the subject of operational requirements.

The employer agrees that when an employee is denied leave because of operational requirements, it will disclose **in writing** to the employee what those operational requirements are.

**~~This Memorandum of Understanding will be in effect only for the duration of this Agreement.~~**

**ANNEX “H”  
MEMORANDUM OF UNDERSTANDING  
PERSONAL EQUIPMENT**

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An employee able to demonstrate to the Employer, where required to do so by the Employer, expenses for any personal equipment utilized on behalf of the Employer’s operation, shall be reimbursed up to ~~twenty~~ **thirty** dollars (~~\$20.00~~ **30.00**) per pay period for all such expenses. It is understood that travel expenses are exempt from this provision.

**NEW MOU  
MENTAL HEALTH TASK FORCE**

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**The Union RESERVES the right to propose language concerning mental health.**

**MEMORANDUM OF UNDERSTANDING  
WITH RESPECT TO A JOINT LEARNING PROGRAM**

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**Statistical Survey Operations agrees to provide one hundred thousand (\$100,000) per year over the life of the SSO Collective Agreement to fund a Joint Learning Program. In addition, the Employer agrees to provide a further \$10,000 per month to the PSAC – SSO JLP from the date of expiry of this Collective Agreement until the next Collective Agreement is signed to ensure continuity of this initiative.**

**The PSAC – SSO JLP will provide joint training on union-management issues, for which the Employer does not have the sole legal obligation to provide training.**

**The parties agree that the PSAC – SSO JLP will be administered by a joint governance committee made up of an equal number of representatives of the PSAC and the Employer.**

The economic package to be proposed by the Union will be made up of many interconnected elements. In brief, these elements may include, but will not necessarily be restricted to:

- Real economic increases;
- Protection against inflation;
- Catching up with comparable jobs and employers;
- Restructuring of pay grids;
- Changes in increments;
- Retroactivity back to the first day of the contract;
- Increase to all allowances and premiums
- New allowances