



2014 ROUND OF NEGOTIATIONS

**Statistical Survey Operations - Office
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 Office 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

“**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 definition of “assigned workweek”.

Article 11 Information

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

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,~~ 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, †~~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, †~~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, †~~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 ~~When operational requirements permit, †~~The Employer will grant to an employee:

(a) when the Employer originates a meeting with the employee who has presented the

grievance, leave with pay ~~when the meeting is held in the headquarters area of such employee and on duty status when the meeting is held outside the employee's headquarters area,~~

and

(b) when an employee who has presented a grievance seeks to meet with the Employer, leave with pay to the employee ~~when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.~~

14.08 When an employee wishes to represent, at a meeting with the Employer, an employee who has presented a grievance, the Employer will arrange the meeting having regard to operational requirements, and will grant leave with pay to the representative ~~when the meeting is held in his/her headquarters area and leave without pay when the meeting is held outside his/her headquarters area.~~

14.09 Where an employee has asked or is obliged to be represented by the Alliance in relation to the presentation of a grievance and an employee acting on behalf of the Alliance wishes to discuss the grievance with that employee, the employee and the representative of the employee will, ~~where operational requirements permit,~~ be given 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 his/her headquarters area and reasonable leave without pay when it takes place outside his/her headquarters area.~~

14.10 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.

Contract Negotiation Meetings

14.11 ~~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

14.12 ~~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

14.13 ~~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.

14.14 ~~When operational requirements permit, t~~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

14.15 ~~When operational requirements permit, t~~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~~.

NEW

14.16 **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

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

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 17.02~~3~~ (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

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

Article 19 Health and Safety

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

Article 20 Job Security

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

Article 21 Discipline

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

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 ~~3~~2 – 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

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

Article 24 Overtime

The Union RESERVES the right to propose language concerning overtime.

Article 26 Designated Paid Holidays

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.

~~26.02 In lieu of pay for the designated paid holidays described in clause 26.01, employees shall instead be paid four and one quarter percent (4¼ %) for all straight-time hours worked.~~

~~26.03 When an employee is required to work on a day which is prescribed as a designated paid holiday in clause 26.01, the employee shall be paid time and one-half (1½) of the straight-time rate of pay for all hours worked up to seven and one-half (7½) hours and double time (2T) thereafter.~~

AMEND to add:

26.03 Designated Holiday Coinciding With a Day of Paid Leave

Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

26.04 Designated Holiday Coinciding With a Day of Rest

- (a) **When a day designated as a holiday under clause 26.01 coincides with an employee's day of rest, the holiday shall be moved to the first (1st) scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.**
- (b) **When two (2) days designated as holidays under clause 26.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.**

Work Performed on a Designated Holiday

26.05 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 26.04:

- (a) **work performed by an employee on the day from which the holiday was moved shall be considered as worked performed on a day of rest;
and**
- (b) **work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a holiday.**

26.06

- (a) **When an employee is required to work on a day which is prescribed as a designated paid holiday in clause 26.01, the employee shall be paid time and one-half (1½) of the straight-time rate of pay for all hours worked up to seven and one-half (7½) hours and double time (2T) thereafter, in addition to the pay that the employee would have been granted had he or she not worked the holiday;**

or

- (b) upon request and with the approval of the Employer, the employee may be granted:**
 - (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday;**
and
 - (ii) pay at one and one-half (1 1/2) times the straight-time rate of pay for all hours worked up to seven decimal five (7.5) hours;**
and
 - (iii) pay at two (2) times the straight-time rate of pay for all hours worked by him or her on the holiday in excess of seven decimal five (7.5) hours.**
- (c) Notwithstanding paragraphs (a) and (b), when an employee works on a holiday contiguous to a day of rest on which he or she also worked and received overtime on a second (2nd) day of rest, he or she shall be paid, in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.**
- (d) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.**
 - (i) When, in a fiscal year, an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's request, such lieu days shall be carried over for one (1) year.**
 - (ii) In the absence of such request, unused lieu days shall be paid off at the employee's straight-time rate of pay in effect when the lieu day was earned.**

26.08 Reporting for Work on a Designated Holiday

- (a) When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:**
 - (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each reporting, to a maximum of eight (8) hours' compensation in an eight (8) hour period, such maximum shall include any reporting pay;**
or
 - (ii) compensation in accordance with the provisions of clause 26.07.**

(b) **When an employee is required to report for work and reports under the conditions described in paragraph (a) and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:**

(i) **kilometric allowance at the rate provided for under the National Joint Council Travel Directive when the employee travels by means of his or her own automobile;**

or

(ii) **out-of-pocket expenses for other means of commercial transportation.**

Article 27 Travelling Time

27.04 If an employee is required to travel as set forth in clauses 27.02 and 27.03:

(a) On a normal working day on which the employee travels but does not work, the employee shall be paid at the straight-time rate of pay for all hours travelled.

(b) On a normal working day on which the employee travels and works, the employee shall be paid:

(i) his/her regular pay for the day for a combined period of travel and work not exceeding his/her regular scheduled working hours;

and

(ii) at the applicable overtime rate for additional travel time in excess of his/her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed ~~eight (8)~~ **fifteen (15)** hours' pay at the straight time rate of pay;

(c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable rate for hours travelled to a maximum of ~~eight (8)~~ **fifteen (15)** hours' pay at the straight-time rate of pay.

Article 30 Vacation Leave

The Union RESERVES the right to propose language concerning vacation.

Article 31 Sick Leave With Pay

31.05 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 31.03, Sick Leave With Pay ~~shall may, at the discretion of the Employer,~~ be granted to an employee:

(a) for a period of up to twenty-five (25) days if a decision on an application for injury-on-duty leave is being awaited,

or

(b) for a period of up to fifteen (15) days in all other cases,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

31.08 The Employer may request a medical certificate only for absences due to illness or injury of more than three (3) days. The Employer shall reimburse employees for the cost of any such certificates.

Article 32 Injury-on-duty Leave

32.01 An employee shall be granted injury-on-duty leave with pay ~~for such reasonable period as may be determined by the Employer~~ 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.

Article 33
Maternity-Related Job Modification or Leave

- 33.01 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 (52nd)** 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.
- 33.05 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

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

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

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

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 With Pay for Family-Related Responsibilities

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 with 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 with pay under the following circumstances:

- (a) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the

appointment as far in advance as possible;

- (b) to provide for the immediate and temporary care of a sick 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 39

Leave Without Pay for Personal Needs

39.01 Leave without pay will be granted for personal needs in the following manner:

- (a) ~~subject to operational requirements~~, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) ~~subject to operational requirements~~, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- (c) an employee is entitled to leave without pay for personal needs only once under each of paragraphs (a) and (b) of this article during the employee's total period of employment with Statistical Survey Operations. Leave without pay granted under this article may not be used in combination with maternity or parental leave without the consent of the Employer;
- (d) **leave without pay for personal needs shall not be unreasonably denied.**

Article 42

Bereavement Leave With Pay

42.01 When a member of the employee's family dies, an employee shall be entitled to a bereavement **leave with pay period of seven (7) 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. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

- (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.**

~~42.02 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.~~

42.03 If, during a period of **sick paid** leave ~~or vacation leave~~, an employee is bereaved in circumstances under which he/she would have been eligible for bereavement leave with pay under clauses 42.01 and 42.02, the employee shall be granted bereavement leave with pay and his/her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

42.04 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 42.01 and 42.02.

Article 46

Leave With or Without Pay for Other Reasons

46.02 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.

~~46.03 Volunteer 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 to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.~~

~~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 Volunteer Leave made within five (5) working days may be granted at the Employer's discretion.~~

~~46.04 For the purpose of clauses 46.02 and 46.03, when leave is granted, it will be granted based on the employee's assigned workweek at the time the leave is taken, with a day of leave being equal to one fifth (1/5) of the employee's assigned workweek. At the request of the employee, the employee's scheduled hours for the day of the leave will be amended to reflect one fifth (1/5) of the employee's assigned workweek whether or not the employee's scheduled hours for that day are in excess of or less than one fifth (1/5) of the employee's assigned workweek.~~

NEW ARTICLE

Classification and Job Description

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

NEW ARTICLE
Term and Part-Time Employees

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

NEW ARTICLE
Social Justice Fund

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

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

ANNEX “G”
MEMORANDUM OF UNDERSTANDING
OPERATIONAL REQUIREMENTS

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.~~

NEW MOU MENTAL HEALTH TASK FORCE

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

MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A JOINT LEARNING PROGRAM

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