



EMPLOYER PROPOSALS

FOR THE

EMPLOYEES ENGAGED IN THE CARRYING OUT OF SURVEY ACTIVITIES
PRIMARILY IN THE STATISTICS CANADA REGIONAL OFFICES GROUP

NEGOTIATIONS FOR THE RENEWAL

OF THE COLLECTIVE AGREEMENT

EXPIRING ON NOVEMBER 30, 2018

December 1, 2020

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INTRODUCTION

The Employer's negotiation objectives for this round of bargaining are to reduce the pay administration burden, provide economic increases that are fair for workers and taxpayers, address operational priorities and support the effective management of the Statistics Survey Operations. Such an approach will contribute to an engaged and qualified workforce that delivers results for Canadians.

Without prejudice, attached are the Employer proposals for the negotiation of a single collective agreement covering the employees engaged in the carrying out of survey activities primarily in the Statistics Canada Regional Offices bargaining unit.

The Employer reserves the right to present other proposals in negotiations, revised proposals, as well as counter-proposals with respect to demands from the bargaining agent.

The Employer also proposes that articles of the agreement which are not modified, deleted or ultimately dealt with by the parties as proposals shall be renewed with only appropriate editorial modification to ensure compatibility with other articles as finally agreed.

Proposed changes are highlighted in **bold font and underlined**. Where deletions are proposed, the words have a strikethrough “~~—~~”.

GENERAL

The Employer proposes to:

- simplify, consolidate and standardize where appropriate;
- Review and amend, as necessary, the collective agreement in relation to legislative changes, or any other required administrative changes in terminology (ex: change the reference to the Employer from Statistical Survey Operations to Statistics Survey Operation as reference in Schedule V of the Financial Administration Act);
- Amend the notation of the changes that were the introduced by the Arbitral Award 585-24-39021 from a single * to the following notation at the end of the applicable section of the agreement: (Change affected by Arbitral Award 585-24-39021)
- Remove references to cash payments where applicable (ex: 24.12 and 26.03)
- Amend paragraph 30.08 in the French version of the Collective Agreement to add the word “cent” as follows in bold: “cent quatre-vingt-sept virgule cinq (187,5) heures” where required.
- The Employer reserves the right to table monetary proposals at a later time during the negotiation process. The Employer also reserves the right to make proposals in relation to Hours of Work.

Article 2 Interpretation and Definitions

2.01 For the purpose of this Agreement:

“assigned workweek” means the weekly average of the hours of work projected for a three- month calendar period as specified below and revised from time to time to reflect operational requirements. The employee is notified of changes to his/her assigned workweek in writing or electronically where available (semaine désignée de travail);

“common-law partner”: means a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year. (conjoint de fait);

“spouse” will, when required, be interpreted to include “common-law partner” (conjoint);

**Article 10
Check-off**

Article 11 Information

11.02 The Employer agrees to supply each employee with a copy of the collective agreement and any amendments thereto. For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to this agreement.

Article 22 Grievance Procedure

22.XX In all cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council of the Public Service on items which may be included in a collective agreement and which the parties to this agreement have endorsed, the grievance procedure will be in accordance with section 15 of the NJC by-laws.

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

- (a) Level 1 – **first level of management;-**
- (b) Levels 2 and 3 in departments or agencies where such levels are established,– **Intermediate level(s);**
- (c) Final Level – **Chief Executive or deputy head or an authorized representative.**

Whenever there are four (4) levels in the grievance procedure, the grievor may elect to waive either level 2 or 3.

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

Article 24 Overtime

24.12 Overtime shall be compensated in cash. The Employer shall endeavour to pay overtime compensation by the eighth (8th) week after which **the employee submits the request for payment.**

Article 26
Designated Paid Holidays

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. The Employer shall endeavor to pay this compensation by the eighth (8th) week after which the employee submits the request for payment.

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 receive his/her regular pay for the day.
- (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 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 overtime rate for hours travelled to a maximum of fifteen (15) hours' pay at the straight-time rate of pay.
- (d) **For the purpose of paragraphs 27.04 (b) and (c), should a period of work and/or travel continue into the next day, the employee's total travel period will be deemed to have taken place on the day it started.**

**Article 30
Vacation Leave**

Delete Article 41 and insert the text below:

30.XX

- a. An employee shall be credited a one-time entitlement of up to thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 30.03.**

- b. The vacation leave credits provided in paragraph 30.15 (a) above shall be excluded from the application of paragraph 30.08, dealing with the Carry-Over and/or Liquidation of Vacation Leave.**

Article 33
Maternity-Related Reassignment 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 **seventy-eighth (78th)** week following the birth, request the Employer to modify her job functions or reassign her to another job 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 or a reassignment 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 **seventy-eight (78)** weeks after the birth.

Article 35 Maternity Leave Without Pay

35.01 Maternity Leave Without Pay

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
 - (b) Notwithstanding paragraph (a):
 - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,

or
 - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,
- the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.
- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
 - (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
 - (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in article 31, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in article 31, Sick Leave With Pay, shall include medical disability related to

pregnancy.

- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

35.02 Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that she:
 - (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - (ii) provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer,and
 - (iii) has signed an agreement with the Employer stating that:
 - (A) she will return to work **within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act**, on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;

- (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:

| | | |
|----------------------|---|---|
| (allowance received) | X | (remaining period to be worked following her return to work) [total period to be worked as specified in (B)] |
|----------------------|---|---|

however, an employee whose specified period of employment expired and who is rehired within **the federal public administration as described in section (A)**, within a period of **ninety (90)** days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B) and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) 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 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

- (d) At the employee's request, the payment referred to in subparagraph 35.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Quebec Parental Insurance maternity benefits.

- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Quebec.

- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.

- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.

- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.

- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

35.03 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 35.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance or Quebec Parental Insurance maternity benefits,

and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 35.02 (a), other than those specified in sections (A) and (B) of subparagraph 35.02 (a)(iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three percent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 35.02 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or the Quebec Parental Insurance Plan had she not been disqualified from Employment Insurance or Quebec Parental Insurance maternity benefits for the reasons described in subparagraph (a)(i).

Article 36
Parental Leave Without Pay

36.01 Parental Leave Without Pay

(a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for **either**:

i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (**standard option**),

or

ii. **a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),**

beginning on the day on which the child is born or the day on which the child comes into the employee's care.

(b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for **either**:

i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (**standard option**)

or

ii. **a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option)**

beginning on the day on which the child comes into the employee's care.

(c..) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in paragraphs (a) and (b) above may be taken in two periods.

(d) Notwithstanding paragraphs (a) and (b):

- (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,

or
- (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his/her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than fifty-two (52) weeks after the day on which the child comes into the employee's care.

- (e) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- (f) The Employer may:
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (i) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (ii) require an employee to submit a birth certificate or proof of adoption of the child.
- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

36.02 Parental Allowance

Under the Employment Insurance (EI) benefits plan, parental allowance is payable under two options, either:

- Option 1: standard parental benefits, 36.02 paragraphs (c) to (k), or
- Option 2: extended parental benefits, 36.02 paragraphs (l) to (t).

Once an employee elects the standard or extended parental benefits and the weekly benefit top up allowance is set, the decision is irrevocable and shall not be changed should the employee return to work at an earlier date than that originally scheduled.

Under the Québec Parental Insurance Plan (QPIP), parental allowance is payable only under Option 1: standard parental benefits.

Parental Allowance Administration

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to **(i) or (l) to (r)**, providing he/she:
- (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Employer with proof that he/she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance **Plan** or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer,
- and
- (iii) has signed an agreement with the Employer stating that:
- (A) the employee will return to work **within the federal public administration, as defined in Schedule I, Schedule IV or Schedule V of the Financial Administration Act**, on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - (B) following his/her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the **standard** parental allowance, in addition to the period of time referred to in section 35.02(a)(iii)(B), if applicable. **Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty percent (60%) of the period the employee was in receipt of the**

extended parental allowance in addition to the period of time referred to in section 35.02(a)(iii)(B), if applicable.

- (C) should he/she fail to return to work in accordance with section (A), or should he/she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he/she will be indebted to the Employer for an amount determined as follows:

(allowance received) X (remaining period to be worked, as **specified in division (B),**
Following her return to work)
 [total period to be worked as
 specified in (B)]

however, an employee whose specified period of employment expired and who is rehired within **the federal public administration as described in section (A), within** a period of **ninety (90)** days or less is not indebted for the amount if his/her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B) and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

Option 1 - Standard Parental Allowance:

- (c) Parental allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee **on parental leave without pay as described in 36.01(a)(i) and (b)(i), has elected to receive Standard Employment Insurance parental benefits and** is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three percent (93%) of his/her weekly rate of pay for the waiting period, less any other

monies earned during this period,

- (ii) for each week the employee receives parental, paternity or adoption benefits under the Employment Insurance or the Quebec Parental Insurance Plan, **he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the** parental, paternity or adoption benefits 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 **or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity** under the Quebec Parental Insurance Plan **for the same child and either employee** thereafter remains on parental leave without pay, **that employee** is eligible to receive a further parental allowance for a period of **up to two (2) weeks**, at ninety-three per cent (93%) of **their** weekly rate of pay for each week, less any other monies earned during this period.
- (iv) **where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period;**
- (v) where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance **Plan** 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.
- (vi) **where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent**

(93%) of their 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) and 36.02(c)(v) for the same child;

- (d) At the employee's request, the payment referred to in subparagraph 36.02 (c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of parental, paternity or adoption benefits under the Employment Insurance **Plan**.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he/she is required to repay pursuant to the *Employment Insurance Act* or the **Act Respecting Parental Insurance** in Quebec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which he/she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

- (k) The maximum **combined, shared**, maternity and **standard** parental allowances payable shall not exceed **fifty-seven (57) weeks for each combined maternity and parental leave without pay.**

Option 2 - Extended Parental Allowance:

- (l) **Parental Allowance payments made in accordance with the SUB Plan will consist of the following:**
- i. **where an employee on parental leave without pay as described in 36.01(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay for the waiting period, less any other monies earned during this period;**
 - ii. **for each week the employee receives parental benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;**
 - iii. **where an employee has received the full sixty-one (61) weeks of parental benefits under the 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, fifty-five decimal eight per cent (55.8%) 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.**
 - iv. **where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their 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;**
- (m) **At the employee's request, the payment referred to in subparagraph 36.02(l)(i) will be estimated and advanced to the employee.**

Adjustments will be made once the employee provides proof of receipt of Employment Insurance.

- (n) The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act.**
- (o) The weekly rate of pay referred to in paragraphs (l) shall be:**
 - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;**
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.**
- p. The weekly rate of pay referred to in paragraph (l) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.**
- q. Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.**
- r. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.**
- s. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.**
- t. The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.**

36.03 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:**
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 36.02 (a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee**

from receiving parental benefits under the Employment Insurance or the Quebec Parental Insurance Plan,

and

- (ii) has satisfied all of the other eligibility criteria specified in paragraph 36.02 (a), other than those specified in sections (A) and (B) of subparagraph 36.02 (a)(iii),

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three percent (93%) of the employee's rate of pay and the gross amount of his/her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 36.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Quebec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Quebec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

Article 39
Leave With Pay for Family-Related Responsibilities

39.02 The total leave with pay which may be granted under this article shall not exceed **thirty-seven decimal five (37.5) hours** in a fiscal year.

39.03 Subject to clause 39.02, the Employer shall grant the employee 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 the employee with time to make alternative care arrangements where the illness is of a longer duration;
- (c) to provide for the immediate and temporary care of an elderly member of the employee's family;
- (d) for needs directly related to the birth or 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) **seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours**, stipulated in clause 39.02 above may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

**Article 41
One Time Vacation Leave**

Delete Article and insert revised text in Article 30 Vacation Leave

Article 47
Leave With or Without Pay for Other Reasons

47.02 Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, **fifteen (15) hours** of leave with pay for reasons of a personal nature. This leave can be taken in periods of **seven decimal five (7.5) hours** or **periods of three decimal seven five (3.75) hours each.** **(Explanatory Note: the duration of the period of leave is to be prorated in accordance with Article 29.02 (a))**

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.

47.04 For the purpose of clauses 47.02, 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.

Article 50
Employee Performance Review and Employee Files

50.01

- (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his/her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (b) The Employer's representative(s) who assess(es) an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.
- (d) **The assessment shall be recorded on a form prescribed by the Employer for this purpose.**

50.03 Upon written request of an employee, the personnel file of that employee shall be made available **in the format determined by the Employer**, once per year for his/her examination in the presence of an authorized representative of the Employer.

Article 55
Duration

55.01 The duration of this collective agreement will be from **December 1, 2018 to XXX** inclusively.

55.02 Unless otherwise expressly stipulated, the provisions of this collective agreement shall become effective on **the date it is signed.**

ANNEX "A"
INTERVIEWERS AND SENIOR INTERVIEWERS
REGIONAL OFFICE
HOURLY RATES OF PAY

To be discussed

ANNEX "B"
MEMORANDUM OF UNDERSTANDING
RECLASSIFICATION

Delete the Annex

**ANNEX « F »
MEMORANDUM OF UNDERSTANDING
SOCIAL JUSTICE FUND**

Delete the Annex

ANNEX "G"
MEMORANDUM OF UNDERSTANDING
OPERATIONAL REQUIREMENTS

Delete the Annex

ANNEX "H"
MEMORANDUM OF UNDERSTANDING
Supporting Employee Wellness and Mental Health in the Workplace

Delete the Annex

NEW APPENDIX “XX”
MEMORANDUM OF UNDERSTANDING BETWEEN STATISTICS SURVEY
OPERATIONS AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT
TO IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

Notwithstanding the provision of clause 55.02 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Statistics Survey Operations and the Public Service Alliance of Canada regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

1. Calculation of retroactive payments

- a. Retroactive calculations that determine amounts payable to employees for a retroactive period shall be made based on all transactions that have been entered into the pay system up to the date on which the historical salary records for the retroactive period are retrieved for the calculation of the retroactive payment.
- b. Retroactive amounts will be calculated by applying the relevant percentage increases indicated in the collective agreement rather than based on pay tables in agreement annexes. The value of the retroactive payment will differ from that calculated using the traditional approach, as no rounding will be applied. The payment of retroactive amount will not affect pension entitlements or contributions relative to previous methods, except in respect of the rounding differences.
- c. Elements of salary traditionally included in the calculation of retroactivity will continue to be included in the retroactive payment calculation and administration, and will maintain their pensionable status as applicable. The elements of salary included in the historical salary records and therefore included in the calculation of retroactivity include:
 - Substantive salary;
 - Promotions;
 - Deployments;
 - Acting pay;
 - Extra duty pay/Overtime;
 - Additional hours worked;
 - Maternity leave allowance;
 - Parental leave allowance;
 - Vacation leave and extra duty pay cash-out;
 - Severance pay;
 - Salary for the month of death;
 - Transition Support Measure;
 - Eligible allowances and supplemental salary depending on collective agreement.
- d. The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as acting pay,

promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.

- e. Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.

2. Implementation

- a. The effective dates for economic increases will be specified in the agreement. Other provisions of the collective agreement will be effective as follows:
 - i. All components of the agreement unrelated to pay administration will come into force on signature of agreement.
 - ii. Changes to existing compensation elements and new compensation elements, such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one-hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under 2(b)(i).
 - iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come in to force as stipulated in 2(a)(ii).
- b. Collective agreement will be implemented over the following timeframes:
 - i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one-hundred and eighty (180) days after signature of agreement where there is no need for manual intervention.
 - ii. Retroactive amounts payable to employees will be implemented within one-hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.
 - iii. Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five-hundred and sixty (560) days after signature of agreement. Manual intervention is generally required for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging, pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.

3. Employee Recourse

- a. An employee who is in the bargaining unit for all or part of the period between the first day of the collective agreement (i.e., the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of four hundred dollars (\$400) payable within one-hundred and eighty (180) days of signature, in

recognition of extended implementation timeframes and the significant number of transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved.

- b. Employees in the bargaining unit for whom the collective agreement is not implemented within one-hundred and eighty one (181) days after signature will be entitled to a fifty dollar (\$50) non-pensionable amount; these employees will be entitled to an additional fifty dollar (\$50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented. These amounts will be included in their final retroactive payment.
- c. If an employee is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the employee shall receive only one non-pensionable amount of four hundred dollars (\$400); for any period under 3(b), the employee may receive one fifty \$50 payment.
- d. Late implementation of the 2018 collective agreements will not create any entitlements pursuant to the Agreement between the Alliance or another bargaining agent and the Statistics Survey Operations with regard to damages caused by the Phoenix Pay System.
- e. Employees for whom collective agreement implementation requires manual intervention will be notified of the delay within one-hundred and eighty (180) days after signature of the agreement.
- f. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the departmental compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Statistics Survey Operations will consult with the Alliance regarding the format of the detailed breakdown.
- g. In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay.