

Ratification Vote Information

Changes to the EC Collective Agreement: The Employer's Final Offer

The Employer's final offer includes all changes agreed to by the Association and the Employer prior to the final offer. In addition, it includes the economic increases announced by the Treasury Board Minister, the employer's solution to the EC conversion pay lines and an extension of the implementation period for the collective agreement.

Economic Increases

Effective June 22, 2007, increase to rates of pay:	2.3%
Effective June 22, 2008, increase to rates of pay:	1.5%
Effective June 22, 2009, increase to rates of pay:	1.5%
Effective June 22, 2010, increase to rates of pay:	1.5%

(Please refer to Appendix A: Rates of Pay, attached)

Duration: The collective agreement expires on June 21, 2011.

Conversion to the new EC Classification Standard

Conversion will occur on June 22, 2009, with no changes to the pay lines with the exception of the general pay adjustment of 1.5% noted above that would have occurred regardless of conversion.

Other Provisions

Bereavement Leave with Pay

There are three changes to the language of the bereavement leave article (21.02). The first change underscores that the leave must be taken in consecutive days: the word "single" is added to the word "period". The second change is a change from the word "funeral" to the word "memorial". It was agreed by the parties that the word memorial includes funerals. The third change is the most significant change. An EC employee can choose either to use the day of the

memorial or a period of two days following the death of the family member as a reference point for the five consecutive days. In other words, in almost all circumstances the EC employee will be able to make the leave coincide with five consecutive working days. The language reads as follows:

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a **single** bereavement period of five (5) consecutive calendar days. **Such bereavement period, as determined by the employee, which must include the day of the funeral 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.

Definition of Family in Article 21.02

"Common law partner" is defined in the agreement as "a person living in a conjugal relationship with an employee for a continuous period of at least one year". The expression "resident with the employee" has been stricken from the definition of family with respect to a common-law partner in the bereavement leave with pay article (21.02). This means that as long as a common-law partner meets the definition under Article 2, he or she does not have to be residing with the employee at the time of the request for leave.

Leave without Pay for the Care of Immediate Family

An employee who provides the Employer with proof that he or she is in receipt of, or awaiting Employment Insurance (EI) Compassionate Care Benefits for the care of a dying family member may be granted leave for a period not exceeding (8) eight weeks, while in receipt of or awaiting these benefits. The family member is not restricted to the definition of family under this Article. The definition that applies for compassionate care is the much broader definition under the *Employment Insurance Act*. Leave periods for compassionate care are not included in the 5-year total in an EC's public service career for leave without pay for the care of immediate family (21.09).

Leave with Pay for Family Related Responsibilities

Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the

Employer, or reinstated for use at a later date (21.12(d)). In other words, an EC employee can choose in such circumstances either to extend the period of leave (compensatory) or have the leave changed from compensatory to family related leave. In the second instance, the displaced compensatory leave will be returned to the employee's compensatory leave bank. For greater clarity, the same provisions appear under 28.14 (a) in the Overtime and Hours of Work Article.

Personal Selection Leave

The collective agreement recognized that EC employees were entitled to paid leave when the employee's presence was required for the selection process. Some departments have part of their selection processes administered by electronic means, where the physical presence of the employee is not strictly required. The agreement now recognizes that under such circumstances the EC employee is entitled to paid leave from his or her work.

Maternity-Related Reassignment or Leave

An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) 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. The EC employee will now have the option of having the Occupational Safety and Health Committee monitor the special work arrangements (49.01).

Maternity Allowance

Where an employee becomes eligible for an upward pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly (21.04 (i)).

Parental Allowance

Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance, the allowance shall be adjusted accordingly (21.07 (i)).

Career Development

The new agreement includes an entitlement to a personal learning plan. The plan must be jointly developed with the responsible manager. The personal learning plan will be reviewed and updated on an annual basis at the employee's request. Learning plans are not a problem in some departments. However, the practice is not general across the public service for our members. Now, it is an entitlement for all EC members (Article 23).

Information

The Employer agrees to distribute to each new employee an information package prepared and supplied by the Association. Such information package shall require the prior approval of the Employer (New 11.04).

Over the years CAPE, as well as other public service unions, have encountered problems getting timely and accurate information about RANDs. This has created numerous problems at all levels. Henceforth, departments will be obligated to provide CAPE's information kit to employees entering the bargaining unit. The kit explains the RAND status and the requirement to sign-up to become a member of CAPE and information on how to sign-up. Some departments have voluntarily been distributing the kit for years, for example Statistics Canada. Others have not. Now it is an obligation. The employer's approval comes from Treasury Board. And the current package has been approved by Treasury Board. This change has taken four rounds and one study to get into the agreement. It could be a major step in creating awareness of CAPE among employees joining the EC bargaining unit. It will improve CAPE's communications with EC employees.

Check Off

There are two changes to article 10. First, the language has been improved so that the article clearly states that the matter of religious exception in regards to the payment of dues is a matter between the individual member and the Association rather than the employer. The employee must now satisfy the Association as to the bona fides of his or her claim that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization (10.04).

The second change to the article addresses the matter of information often required of members when filling out their income tax forms. At the request of the employee and provided that there is four weeks advance notice, the Employer will provide to the employee by the end of February, a letter describing all deductions from the employee's pay that are eligible for a tax credit and that are

not identified on the T4 (New 10.09). This proposal was made with bus passes in mind, but is applicable to comparable deductions.

No discrimination

Ethnic origin has been added to the prohibited grounds of discrimination (16.01). Furthermore, it is now a right recognized in the collective agreement for both complainant and respondent in a discrimination investigation to receive a copy of the investigation report. 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 subject to the Access to Information and Privacy Act (New 16.04).

No Sexual Harassment

Similarly to the new provision of article 16, it is now a right recognized in the collective agreement for both complainant and respondent in a sexual harassment investigation to receive a copy of the investigation report. 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 subject to the Access to Information and Privacy Act (New 17.04).

Discipline

There are two changes to article 35. The first change is the requirement for the employer to specify the nature of the meeting in the written notice of a disciplinary meeting. The second change is an extension of the minimum period of notice of a disciplinary meeting for EC members outside the national capital region from 2 days to 3 days (35.01).

Grievance Procedure and Policy Grievances

Changes to the grievance procedure have been made to reflect new entitlements under the *Public Service Labour Relations Act* for group grievances and policy grievances. A new procedure has been added for group grievances. In addition, a memorandum of understanding outlining the process for policy grievances is appended to the collective agreement. Group grievances, similarly to individual grievances, are forms of redress made available to public service employees. The policy grievance is a redress procedure made available to the bargaining agent and to the employer (Article 40 and a New Memorandum of Understanding with respect to Policy grievances).

Standby

Compensatory leave is defined in article 2 of the collective agreement as leave with pay in lieu of cash payment for overtime, work performed on a designated paid holiday, travelling time compensated at overtime rate, reporting pay, call-back and now standby (Article 2). This means that employees will now have the choice between cashing out standby compensation or taking it in the form of leave.

Under the Standby article, article 32, an employee designated by letter or by list for standby duty will be available during his period of standby at a known telecommunications link number and if called, be able to return for duty as quickly as possible, and within a time frame predetermined by the Employer, in consultation with the employee. The change to the agreement is the determination in advance of the reasonable timeframe. It was argued by the employer that standby required the real possibility of a return to work in time to carry out the required work. The change is a concession to the employer (32.02).

Travelling Time

New language was added in order to facilitate the calculation of travelling time. When an employee travels through more than one (1) time zone, computation will be made as if the employee had remained in the time zone of the point of origin for continuous travel and in the time zone of each point of overnight stay after the first day of travel (30.09).

Hours of Work

CAPE has members who have complained that management has interpreted the current language of 28.01 (d) (i) in a very restrictive fashion whereby the reference period could only be 28 days. This interpretation in fact contradicted other provisions in the agreement. The new language now precludes misinterpretations regarding the reference period. It can be shorter than 4 weeks. The text in bold below has been added for greater clarity.

(i) Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a **maximum** period of twenty-eight (28) calendar days the employee works an average of thirty-seven and one-half (37 1/2) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every **period of a maximum of twenty-eight (28) days** period such an employee shall be

granted days of rest on such days as are not scheduled as a normal workday for the employee.

Implementation

Section 117 (b) of the *Public Service Labour Relations Act* stipulates that the implementation period for a collective agreement is 90 days, or any other period of time to which the parties agree in the collective agreement. The employer included in the final offer an extension of the period of implementation to 150 days. This means that for pay cheques addressing the matter of pay retroactivity the employer must provide employees with the cheques within the 150 days that follow the signing of the collective agreement.

Memorandum of Agreement Respecting Sessional Leave for Certain Employees of the Translation Bureau

This Memorandum of Agreement applies to employees classified as SI who are assigned in the operational sections serving Parliament (Parliamentary Committees, Parliamentary Debates, Parliamentary Documents and Parliamentary Interpretation Services) and who share the same working conditions as members of the TR bargaining unit who are eligible for parliamentary leave. Parliamentary leave is compensation instead of overtime. Because the hours of work on Parliament Hill are in most instances disproportionately outside the normal hours of work, in the evenings and on week-ends, the employer sees it in its interest to compensate with parliamentary leave rather than overtime (New Appendix F).

ECONOMICS AND SOCIAL SCIENCE SERVICES GROUP

ANNUAL RATES OF PAY

A	2007.06.22	2.3%
B	2008.06.22	1.5%

ES-01 and SI-01

From:	\$	\$41,459	\$42,912	\$44,412	\$45,968	\$48,222
To:	A	\$42,413	\$43,899	\$45,433	\$47,025	\$49,331
	B	\$43,049	\$44,557	\$46,115	\$47,731	\$50,071

ES-02 and SI-02

From:	\$	\$46,854	\$48,009	\$49,172	\$50,894	\$53,207
To:	A	\$47,932	\$49,113	\$50,303	\$52,065	\$54,431
	B	\$48,651	\$49,850	\$51,058	\$52,846	\$55,247

SI-03

From:	\$	\$51,511	\$53,027	\$54,542	\$56,052	\$58,000
To:	A	\$52,696	\$54,247	\$55,796	\$57,341	\$59,334
	B	\$53,486	\$55,060	\$56,633	\$58,201	\$60,224

ES-03 and SI-04

From:	\$	\$55,163	\$57,241	\$59,200	\$61,246	\$64,033
To:	A	\$56,432	\$58,558	\$60,562	\$62,655	\$65,506
	B	\$57,278	\$59,436	\$61,470	\$63,594	\$66,488

ES-04 and SI-05

From:	\$	\$66,011	\$68,436	\$70,526	\$72,831	\$76,145
To:	A	\$67,529	\$70,010	\$72,148	\$74,506	\$77,896
	B	\$68,542	\$71,060	\$73,230	\$75,624	\$79,065

ES-05 and SI-06

From:	\$	\$75,013	\$77,321	\$80,029	\$82,908	\$86,681
To:	A	\$76,738	\$79,099	\$81,870	\$84,815	\$88,675
	B	\$77,889	\$80,286	\$83,098	\$86,087	\$90,005

ES-06 and SI-07

From:	\$	\$84,361	\$87,361	\$89,998	\$92,728	\$96,946
To:	A	\$86,301	\$89,370	\$92,068	\$94,861	\$99,176
	B	\$87,596	\$90,711	\$93,449	\$96,284	\$100,663

ES-07 and SI-08

From:	\$	\$92,323	\$94,979	\$97,611	\$100,371	\$104,938
To:	A	\$94,446	\$97,164	\$99,856	\$102,680	\$107,352
	B	\$95,863	\$98,621	\$101,354	\$104,220	\$108,962

APPENDIX "A"

ECONOMICS AND SOCIAL SCIENCE SERVICES GROUP

ANNUAL RATES OF PAY

C 2009.06.22 1.5%
D 2010.06.22 1.5%

EC-01

From:	B	\$43,049	\$44,557	\$46,115	\$47,731	\$50,071
To:	C	\$43,694	\$45,226	\$46,807	\$48,447	\$50,822
	D	\$44,350	\$45,904	\$47,509	\$49,173	\$51,584

EC-02

From:	B	\$48,651	\$49,850	\$51,058	\$52,846	\$55,247
To:	C	\$49,380	\$50,598	\$51,823	\$53,638	\$56,076
	D	\$50,121	\$51,357	\$52,601	\$54,443	\$56,917

EC-03

From:	B	\$53,486	\$55,060	\$56,633	\$58,201	\$60,224
To:	C	\$54,288	\$55,886	\$57,483	\$59,074	\$61,127
	D	\$55,103	\$56,725	\$58,345	\$59,960	\$62,044

EC-04

From:	B	\$57,278	\$59,436	\$61,470	\$63,594	\$66,488
To:	C	\$58,137	\$60,327	\$62,392	\$64,548	\$67,486
	D	\$59,009	\$61,232	\$63,328	\$65,517	\$68,498

EC-05

From:	B	\$68,542	\$71,060	\$73,230	\$75,624	\$79,065
To:	C	\$69,570	\$72,126	\$74,329	\$76,758	\$80,251
	D	\$70,614	\$73,208	\$75,444	\$77,909	\$81,455

EC-06

From:	B	\$77,889	\$80,286	\$83,098	\$86,087	\$90,005
To:	C	\$79,058	\$81,490	\$84,344	\$87,378	\$91,355
	D	\$80,244	\$82,713	\$85,609	\$88,689	\$92,725

EC-07

From:	B	\$87,596	\$90,711	\$93,449	\$96,284	\$100,663
To:	C	\$88,910	\$92,072	\$94,851	\$97,728	\$102,173
	D	\$90,243	\$93,453	\$96,273	\$99,194	\$103,706

EC-08

From:	B	\$95,863	\$98,621	\$101,354	\$104,220	\$108,962
To:	C	\$97,301	\$100,100	\$102,874	\$105,783	\$110,596
	D	\$98,761	\$101,602	\$104,417	\$107,370	\$112,255