



**EMPLOYER PROPOSALS
FOR THE
ECONOMIC AND SOCIAL SCIENCE SERVICES (EC) GROUP**

**NEGOTIATIONS FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENT
EXPIRING ON JUNE 21, 2014**

June 2014

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INTRODUCTION

Without prejudice, attached are the Employer proposals for the renewal of the collective agreement covering employees who are members of the Economics and Social Science Services bargaining unit.

The Employer reserves the right to present other proposals in negotiations as well as counter-proposals with respect to union demands.

The Employer proposes that articles of the collective agreement concerning which the parties do not make proposals ultimately be renewed with appropriate editorial modification to ensure compatibility with other articles as finally agreed.

Note:

Proposed revisions to existing language are indicated with track changes revision marks. Proposed new language is highlighted in bold.

ARTICLE 10

CHECK-OFF

10.06 The amounts deducted in accordance with clause 10.01 shall be remitted to the Association ~~by cheque~~ within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on each employee's behalf.

10.07 Delete

10.09 Delete

Renumber remainder of Article accordingly

ARTICLE 19
LEAVE GENERAL

19.01 Delete

Renumber remainder of Article accordingly

ARTICLE 20

DESIGNATED PAID HOLIDAYS

20.05– Add:

- (c) The pay noted in sub-clauses (a) and (b) to which an employee is entitled, had he or she not worked on the holiday, is equivalent to seven and one-half (7.5) hours of pay at the straight time rate of pay.**

ARTICLE 21
OTHER LEAVE WITH OR WITHOUT PAY

21.09 Leave Without Pay for the Care of Family

Subject to operational requirements, an employee ~~shall~~ **may** be granted leave without pay for the care of family in accordance with the following conditions:

ARTICLE 22
SICK LEAVE WITH PAY

The Employer wishes to discuss consequential changes to the sick leave provisions, a transition approach for sick leave banks, as well as other required changes to other provisions in the collective agreement that will be necessary to facilitate implementation of a Short-Term Disability Plan as per the Government's announcement.

ARTICLE 24
VACATION LEAVE WITH PAY

Entitlement to Vacation Leave With Pay

24.03 (a) An employee is entitled to vacation leave with pay to the extent of the employee's earned credits. An employee who has completed six (6) months of continuous ~~employment~~ **service** may receive an advance of credits equivalent to the anticipated credits for the vacation year.

24.03 (b) **An employee is expected to take the vacation leave credits earned pursuant to clause 24.02 in the vacation year in which the credits are earned.**

Scheduling of Vacation Leave With Pay

24.04 The Employer reserves the right to schedule an employee's **accumulated earned but unused** vacation leave **credits** but shall make a reasonable effort:

- (a) to grant an employee's vacation leave in an amount and at such time as the employee may request;
- (b) to ensure that approval of an employee's request for vacation leave is not unreasonably denied;
- (c) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Employer or the other employees, according to the wishes of the employee.

Carry-Over of Vacation Leave

The Employer proposes to reduce the carry-over of earned but unused credits to two hundred and twenty-five (225) hours. Concomitantly, the Employer proposes to adjust the basis for paying out of earned but unused vacation leave credits in excess of the 225 hours noted above

24.07

Effective March 31, 2015:

- a. **Where in any vacation year, an employee has not been granted or has not scheduled all of the employee's vacation leave credits, the unused**

portion of the employee's vacation leave up to a maximum of two hundred and twenty-five (225) hours of credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and twenty-five (225) hours shall be automatically paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on the last day of the vacation year.

- b. During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on March 31st of the previous vacation year.
 - c. Notwithstanding paragraph (a), if on the date the employee becomes subject to this agreement, he or she has more than two hundred and twenty-five (225) hours of unused vacation leave credits earned during previous years, a minimum of one hundred and twelve (112) hours per year shall be granted, or paid in cash by August 31st of each year, until all vacation leave in excess of two hundred and twenty-five (225) hours have been liquidated. Payment shall be in one installment per year, and shall be at his daily rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on March 31st, of the applicable previous vacation year.
- (a) — ~~Employees with leave credits in excess of two hundred and twenty-five (225) hours either on 31 March 2000 or upon becoming a member of the bargaining unit.~~
- (i) — ~~An employee who as of 31 March 2000, had accumulated annual leave in excess of two hundred and twenty-five (225) hours, shall liquidate the excess annual leave at a rate of twenty per cent (20%) in each subsequent vacation year, until all leave in excess of two hundred and twenty-five (225) hours has been eliminated.~~

- (ii) — In the case of an individual who became or becomes a member of the bargaining unit after 31 March 2000, and who has, at the end of the vacation year during which he or she became a member, accumulated annual leave in excess of two hundred and ~~twenty-five (225)~~ hours, he or she shall liquidate the excess annual leave at a rate of twenty per cent (20%) in each subsequent vacation year, until all leave in excess of two hundred and ~~twenty-five (225)~~ hours has been eliminated.
- (vi) — An employee liquidating leave under (i) or (ii) shall carry over into the following vacation year earned but unused vacation leave credits up to a maximum of two hundred and ~~twenty-five (225)~~ hours plus the portion of excess annual leave that was not required to be liquidated under (i) or (ii).
- (b) — Employees with leave credits not in excess of two hundred and ~~twenty-five (225)~~ hours either on 31 March 2000 or upon becoming a member of the bargaining unit:
 - An employee who has earned vacation leave credits which have not been used, shall carry over into the following vacation year earned but unused vacation leave credits up to a maximum of two hundred and ~~twenty-five (225)~~ hours. All vacation leave credits in excess of two hundred and ~~twenty-five (225)~~ hours shall be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on the last day of the vacation year.
 - (c) — Notwithstanding the maximum allowable carryover specified under subparagraph 24.07(a)(vi) or paragraph 24.07(b), where the Employer cancels a period of vacation leave which had been approved in writing or electronically, and which cannot be scheduled before the end of the vacation year, the cancelled leave may, at the request of the employee, be carried over and used in the next vacation year.
 - (d) — **Cashing leave credits during the vacation year**
 - During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits shall be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of

~~the employee's substantive position on March 31st of the previous vacation year.~~

Leave When Employment Terminates

24.09

- (a) When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave with pay to the employee's credit by the hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment **of the substantive position** on the date of the termination of the employee's employment, except that the Employer shall grant the employee any vacation leave earned but not used by the employee before the employment is terminated by lay-off if the employee so requests because of a requirement to meet minimum continuous employment requirements for severance pay.
- (b) Upon request of the employee, the Employer shall grant the employee any unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of lay-off. ~~and the tenth (10th) year of continuous employment in the case of resignation.~~

Advance Payments

24.11 Delete

Appointment from a Separate Employer

24.15 The Employer agrees to accept the unused vacation leave credits up to a maximum of **two hundred and twenty-five (225)** hours of an employee who resigns from an organization listed in Schedule V of the *Financial Administration Act* in order to take a position with the Employer if the employee has chosen to have these credits transferred, provided that the transferring organization is in agreement.

Renumber remainder of Article accordingly.

ARTICLE 25
SEVERANCE PAY

The Employer wishes to discuss the required housekeeping changes due to the deletion of voluntary severance.

ARTICLE 27
PAY ADMINISTRATION

27.09 When the regular pay day for an employee falls on his or her day of rest, every effort shall be made to issue his or her ~~cheque~~ **pay** on his or her last working day ~~provided it is available at his or her regular place of work.~~

ARTICLE 30

TRAVELLING TIME

30.04 If an employee is required to travel as set forth in clauses 30.02 and 30.03:

- (a) On a normal working day on which the employee travels but does not work, the employee shall receive his or 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 or her regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours,

and
 - (ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours pay at the straight-time rate of pay, or not to exceed fifteen (15) hours pay at the straight-time rate of pay when the travel is outside Canada or Continental USA.
- (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 twelve (12) hours pay at the straight-time rate of pay, or not to exceed fifteen (15) hours pay at the straight-time rate of pay when the travel is outside Canada or Continental USA.
- (d) **For the purpose of paragraphs 30.04 (b) and (c), should a period of work and travel continue into the next day, the employee's total travel period will be deemed to have taken place on the day it started.**
- (de) Travel time shall be compensated in cash, except where upon request of an employee and with the approval of the Employer, travel time shall be compensated by leave with pay. The duration of such leave shall be equal to the travel time multiplied by the appropriate rate of payment and payment shall be based on the employee's hourly rate of pay in effect on the date immediately prior to the day on which the leave is taken.

If any lieu time earned cannot be liquidated by the end of the fiscal year, then payment in cash will be made at the employee's then current rate of pay.

ARTICLE 31
CALL-BACK PAY

31.01 If an employee is called back to work:

- (a) on a designated paid holiday which is not the employee's scheduled day of work,

or
- (b) on the employee's day of rest,

or
- (c) after the employee has completed his or her work for the day and has left his or her place of work,

and returns to work, 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 call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period. Such maximum shall include any reporting pay pursuant to clause 20.07 of Article 20 and the Reporting Pay Provisions of this Agreement;

or
- (ii) compensation at the applicable rate of overtime compensation for time worked,

provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

- (d) The minimum payment referred to in subparagraph 31.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with B.11 (Appendix "B").

31.02 Call-Back Worked from a Remote Location

An employee who receives a call to duty or who responds to a telephone or data line call while on standby or at any other time outside of his or her scheduled hours of work, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:

(a) compensation at the applicable overtime rate for any time worked;

or,

(b) compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work.

No Pyramiding of Payments

31.04 Payments provided under Overtime and Reporting Pay provisions, the Designated Paid Holiday and Standby provisions of this Agreement and clause 31.01 **and 31.02** above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

ARTICLE 34
STATEMENT OF DUTIES

34.01 Upon **appointment**, ~~written consent~~, an employee shall be provided with a ~~complete and current~~ statement of duties and responsibilities of his or her **substantive** position, including the classification level and, where applicable, the point allotted by factor to his or her position, and an organization chart depicting the position's place in the organization.

ARTICLE 35

DISCIPLINE

35.03

(a) 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) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

(b) The two (2) year period noted in 35.03 (a) will be extended automatically by the length of any period of leave without pay taken by the employee.

ARTICLE 53

DURATION

53.01 This collective agreement shall expire on 21 June ~~2014~~**2018**.

APPENDIX "A"

ECONOMIC AND SOCIAL SCIENCE SERVICES GROUP ANNUAL RATES OF PAY

Effective the date of signing of the collective agreement:

Increase all rates of pay by 0.5%

Effective June 22, 2015:

Increase all rates of pay by 0.5%

Effective June 22, 2016:

Increase all rates of pay by 0.5%

Effective June 22, 2017:

Increase all rates of pay by 0.5%

PAY NOTES AND PAY INCREMENT ADMINISTRATION

Pay Notes for CBSA Employees: Delete

Appendix F

**MEMORANDUM OF AGREEMENT RESPECTING SESSIONAL LEAVE
FOR CERTAIN EMPLOYEES OF THE TRANSLATION BUREAU**

Delete

