

Ratification Vote Information

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

Salary Adjustments

Effective April 19, 2007:	2.3%
Effective April 19, 2008:	1.5%
Effective April 19, 2009:	1.5%
Effective April 19, 2010:	1.5%

Duration: The Collective Agreement is valid from April 19, 2007 to April 18, 2011.

(Please refer to Appendix A, attached)

Other Provisions

21.09 f) Leave without Pay for the Care of Immediate Family

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

21.02 Bereavement Leave with Pay

The language of the bereavement leave article has been modified in three ways. First, the article provides for a leave of up to five (5) days but stresses that it must be taken over a single period in consecutive calendar days. Second, the word "funeral" has been replaced with "memorial", the parties having agreed that the word memorial includes funerals. The third change is the most significant change. The employee may choose either 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 employee will be able to make the leave coincide with five consecutive working days.

Article 33 Technological Change

The collective agreement does not consider schedules at length even though they are a significant part of the TR bargaining unit working conditions. The parties have agreed to amend Article 33 in order to take into account the effects on working conditions. This Article, which also requires the Employer to consult, has been reformulated as follows (the text in italics had been replaced with the one in bold).

33.01 Both parties recognize the overall advantages of technological change. Both parties will, therefore, encourage and promote technological change and improvements in the field of translation, interpretation and terminology.

33.02 The Employer agrees to provide as much advance notice as is practicable but not less than three (3) months' notice to the Association's head office of any major technological change in equipment which would result in significant changes in the employment status or working conditions of employees. In addition, the Employer agrees to consult with the Association's head office with a view to resolving problems which may arise as a result of the introduction of such technological change.

33.01 In this Article, the term “Technological change” means:

- a) the implementation by the Employer of equipment or materials different from the ones used previously;**
- and**
- b) a change in the Employer’s business as a direct result of the equipment or materials that have put in place.**

33.02 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the conduct of the Employer’s business. Whenever technological change is required, the Employer will seek to minimize its potential negative effects on employees.

33.03 Except in cases of emergency, the Employer agrees to notify the Association in writing, as far in advance as possible, and at least ninety (90) days, prior to implementing any technological changes that could substantially modify the employment situation or working conditions of employees.

33.04 The notice in writing referred to in Section 33.03 will provide the following information:

- a) the nature and scope of the changes;**

- b) the date(s) on which the Employer expects the technological changes to be implemented;**
- c) the area(s) that will be affected.**

33.05 As soon as it is reasonably possible, after written notice has been given in accordance with Section 33.03, the Employer must consult the Association regarding the effects the technological changes have had on each group of employees. This consultation will include, but need not be limited to the following:

- a) the approximate number, category and place of work of the employees who may be affected by the changes;**
- b) the effects the changes could have on the working conditions or conditions of employment of the employees concerned.**

33.06 If, following technological changes, the Employer decides that an employee must acquire new skills or knowledge to perform the duties of his or her substantive position, the Employer will make every reasonable effort to provide the necessary training, during normal working hours, at no expense to the employee.

13.02 d) Overtime

In order to alleviate the problem of assigning overtime work which the CAPE team brought to the negotiation table, the parties have agreed to add the following provision to the collective agreement:

13.02 d) Subject to operational requirements, the Employer will make every reasonable effort to assign overtime work in an equitable manner to all employees it deems qualified while giving priority to those who have expressed their desire to work overtime.

18.02 e) Granting of Annual Leave

Management at the Parliamentary Sector brought a problem relating to annual leave requests and authorization to the table. A section has been added to the collective agreement in order specify the conditions under which such requests will be authorized.

18.02 e) For employees affected by Article 19, Parliamentary Leave and Interpretation Leave, annual leave will be granted subject to operational requirements and must normally be taken during periods of low demand in the fiscal year for which it is granted.

11.04 Deductions on behalf of the Association

This provision has been amended so that an employee who, for religious reasons or as a matter of conscience, wishes to be exempted from paying union dues, must prove to the Association, not the Employer, that he or she is a member of a religious organization whose doctrine prevents his or her from making financial contributions to an employee organization.

Article 30 Grievance Procedure

The *Public Service Labour Relations Act* now provides for two new types of grievances, namely group grievances and policy grievances. The parties have agreed to include them in the collective agreement and to outline, in each case, a grievance procedure.

Article 41 Term of Agreement

Section 117 (b) of the *Public Service Labour Relations Act* stipulates that the implementation period for a collective agreement is 90 days, unless otherwise indicated in the collective agreement. In the case of TRs as well as other groups, the implementation period, including salary adjustments, has been extended to 150 days from the effective date of the collective agreement. This means that for pay cheques addressing the matter of retroactive pay, the employer must provide employees with the cheques within 150 days. However, this new provision does not override Section 41.02, which states that the collective agreement is effective from the date it is signed.

Return to Work following Parental, Maternity or Paternity Leave

The Association raised the issue regarding TRs who, upon returning to work following maternity or parental leave, have experienced significant difficulties and expressed the need to strike a new balance between their work and additional family responsibilities. Currently, there are several provisions in the collective agreement and Treasury Board policies designed to facilitate the reintegration of employees. To enable the application of these provisions, the negotiating parties have agreed to prepare a document that outlines not only the options available to new parents, but also sets out a communications process whereby managers and employees can determine the most appropriate option based on the needs of the employee concerned and operational requirements. This document is not part of the collective agreement.

**** APPENDIX "A"**

**TRADUCTION GROUP
ANNUAL RATES OF PAY
(in dollars)**

- A) Effective April 19, 2007**
- B) Effective April 19, 2008**
- C) Effective April 19, 2009**
- D) Effective April 19, 2010**

TR-1

From:	\$	\$45,802	\$46,992	\$48,179	\$49,366	\$50,553
To:	A	\$46,855	\$48,073	\$49,287	\$50,501	\$51,716
	B	\$47,558	\$48,794	\$50,026	\$51,259	\$52,492
	C	\$48,271	\$49,526	\$50,776	\$52,028	\$53,279
	D	\$48,995	\$50,269	\$51,538	\$52,808	\$54,078

TR-2

From:	\$	\$50,080	\$52,333	\$54,589	\$56,840	\$59,098	\$61,346	\$63,601	\$66,150
To:	A	\$51,232	\$53,537	\$55,845	\$58,147	\$60,457	\$62,757	\$65,064	\$67,671
	B	\$52,000	\$54,340	\$56,683	\$59,019	\$61,364	\$63,698	\$66,040	\$68,686
	C	\$52,780	\$55,155	\$57,533	\$59,904	\$62,284	\$64,653	\$67,031	\$69,716
	D	\$53,572	\$55,982	\$58,396	\$60,803	\$63,218	\$65,623	\$68,036	\$70,762

TR-3

From:	\$	\$61,395	\$64,082	\$66,764	\$69,447	\$72,132	\$74,821	\$77,852
To:	A	\$62,807	\$65,556	\$68,300	\$71,044	\$73,791	\$76,542	\$79,643
	B	\$63,749	\$66,539	\$69,325	\$72,110	\$74,898	\$77,690	\$80,838
	C	\$64,705	\$67,537	\$70,365	\$73,192	\$76,021	\$78,855	\$82,051
	D	\$65,676	\$68,550	\$71,420	\$74,290	\$77,161	\$80,038	\$83,282

TR-4

From:	\$	\$67,332	\$69,905	\$72,480	\$75,054	\$77,628	\$80,200	\$83,269	\$86,233
To:	A	\$68,881	\$71,513	\$74,147	\$76,780	\$79,413	\$82,045	\$85,184	\$88,216
	B	\$69,914	\$72,586	\$75,259	\$77,932	\$80,604	\$83,276	\$86,462	\$89,539
	C	\$70,963	\$73,675	\$76,388	\$79,101	\$81,813	\$84,525	\$87,759	\$90,882
	D	\$72,027	\$74,780	\$77,534	\$80,288	\$83,040	\$85,793	\$89,075	\$92,245

TR-5

From:	\$	\$84,399	\$86,772	\$89,148	\$91,524	\$93,899
To:	A	\$86,340	\$88,768	\$91,198	\$93,629	\$96,059
	B	\$87,635	\$90,100	\$92,566	\$95,033	\$97,500
	C	\$88,950	\$91,452	\$93,954	\$96,458	\$98,963
	D	\$90,284	\$92,824	\$95,363	\$97,905	100,447