

BARGAINING PROPOSALS

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA



and

STATISTICAL SURVEY OPERATIONS
FIELD INTERVIEWERS

February 2012

INTRODUCTION

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations for the Statistical Survey Operations Field Interviewers. These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The Public Service Alliance of Canada reserves the right to introduce, amend, and withdraw its demands or to introduce counter proposals to the Agency's demands.

If neither party has a proposal on a specific clause or article, that clause or article shall be renewed.

Text in bold represents proposed additions. Strikethroughs represent proposed removals.

ARTICLE 2 – Interpretation and Definitions

NEW

“**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~~ **shall be** notified of changes to his/her assigned workweek in writing or electronically where available, at the beginning of each quarter (semaine désignée de travail);

The three-month calendar periods shall be as follows for all employees, irrespective of date of hiring:

- January 1 – March 31
- April 1 – June 30
- July 1 – September 30
- October 1 – December 31

The assigned workweek is used to determine eligibility for the dental plan and to determine eligibility for and to calculate premiums and benefits for Disability Insurance (DI), Superannuation (Pension), and death benefits. It is also used for the administration of benefits such as severance pay during periods of leave without pay.

All leave with pay shall count as hours worked for the purposes of calculating an Assigned Work Week. All leave without pay that is granted consistent with Article 14 shall also count as hours worked for the purposes of calculating an Assigned Work Week.

In the event that an employee believes that his/her assigned work week is inconsistent with his/her actual hours, the employee may request a review by the Employer. **In the event that there are inconsistencies, the Employer will correct such inconsistencies accordingly upon the following pay period.**

***The Union shall be making further proposals concerning Article 2 pending discussion with the Employer.**

NEW

Appendix XX
Office Equipment and Clothing

The Employer shall, upon employee request, provide the following to all current employees, and to all future employees upon commencement of employment:

- (a) 1 telephone**
- (b) 1 telephone line to be connected in the employee's residence, and a telephone account in the Employer's name**
- (c) 1 desk**
- (d) 1 chair**
- (e) 1 lamp**
- (f) 1 filing cabinet**
- (g) 1 cellular phone (for use in the field)**
- (h) 1 printer**
- (i) a 'roadside assistance' account (i.e. CAA) for each employee**
- (j) 1 parka**
- (k) 1 pair of winter boots**
- (l) 1 winter hat**
- (m) 1 pair of winter gloves**
- (n) 1 flashlight**
- (o) 1 raincoat**
- (p) 1 pair of rain boots**
- (q) 1 pair of winter pants**
- (r) 1 pair of rubber crampons**

(s) 1 desktop computer with internet connection (for SI's only)

All items listed above shall be replaced by the Employer as required. All costs associated with the providing and maintenance of the items listed above shall be assumed by the Employer.

The Union wishes to discuss the inclusion of the \$15.00 bi-weekly consistent with the Employer's letter of November 27, 2008 into the Collective Agreement.

ARTICLE 14 – Leave With or Without Pay for Alliance Business

Meetings During the Grievance Process

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

14.xx The Employer shall grant leave with pay to an employee acting on behalf of the Alliance for the purposes of grievance preparation, and for the purposes of discussion consistent with Article 22.06.

14.08 Subject to operational requirements,

- (a) when the Employer originates a meeting with a grievor, he or she will be granted “on duty” status, whether the meeting is held within or outside the grievor’s headquarters area;
- (b) when a grievor seeks to meet with the Employer, he or she will be granted leave with pay ~~when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area;~~
- (c) when an employee representative attends a meeting referred to in this clause, he or she will be granted leave with pay ~~when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area.~~

Contract Negotiation Meetings

14.09 ~~When operational requirements permit,~~ the Employer will grant leave ~~without~~ pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Alliance.

Preparatory Contract Negotiation Meetings

14.10 ~~When operational requirements permit,~~ the Employer will grant leave ~~without~~ pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

ARTICLE 17 – Harassment

Article 17

Sexual Harassment

17.01 The Alliance and the Employer recognize the right of employees to work in an environment free from ~~sexual~~ harassment **consistent with the Statistical Survey Operations Harassment Prevention Directive as constituted on September 1, 2011. The parties and** agree that ~~sexual~~ harassment will not be tolerated in the work place.

17.02

- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of 17.02 (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

17.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with ~~sexual~~ harassment. The selection of the mediator will be by mutual agreement.

ARTICLE 23 – Hours of Work, ARTICLE 24 – Overtime and ARTICLE 20 Job Security

The Union reserves the right to make proposals concerning Article 23, Article 24 and Article 25 pending discussion with the Employer about current Employer practices and policies.

ARTICLE 25 – Evening and Weekend Premiums

Article 25

Premium for Evening and Weekend Work

25.01 The parties recognize the unique circumstances surrounding the employment of employees who work from their residence and organize their work subject to respondent availability and operational requirements ~~as determined by the Employer~~, in accordance with Article 23.06.

25.02 As a result, the parties recognize that employees may be required ~~by the Employer~~ to work evenings and weekends on certain projects. However, the parties agree that a premium applicable only to hours worked during evenings and weekends is not practicable.

25.03 a) Therefore, the parties agree that employees who are required ~~by the Employer~~ to work beyond 6 p.m. between Monday and Friday and weekends ~~on those projects as identified by the Employer~~, shall be paid a premium of ~~ninety cents (\$ 0.90)~~ **one dollar and thirteen cents (\$1.13)** per hour for all hours, including overtime hours, ~~worked on those projects~~.

b) Employees working on projects identified by the Employer as not normally requiring evening and weekend work shall be advised accordingly **in writing**.

c) Employees working on projects not normally requiring evening and weekend work shall not be entitled to the one dollar and thirteen cents (\$1.13) per hour premium for hours worked on those projects. Disputes concerning whether or not certain projects require evening and weekend work shall be subject to resolution consistent with Article 22 Grievance Procedure.

d) For the purposes of this clause, “work” and “working” shall include time spent in training.

25.04 Notwithstanding clause 25.03, the Employer recognizes that there may be situations where employees working on projects ~~identified by the Employer~~ as not normally requiring evening and weekend work may have to work beyond 6 p.m. between Monday and Friday or on a weekend to complete their assigned work. In those situations ~~and with the prior approval of the Employer~~, employees shall be paid a premium of two dollars **and fifty cents (\$2.50)** per hour for those hours worked after 6 p.m. between Monday and Friday and on weekends.

ARTICLE 26 – Designated Paid Holidays

Article 26

Designated Paid Holidays

26.01 The following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) **Easter Sunday**
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August,
- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

ARTICLE 30- Vacation Leave

AMEND

30.01 The vacation year shall be from April 1st to March 31st inclusive, of the following calendar year.

30.02 In lieu of earning vacation leave credits, employees shall be paid a percentage amount of all straight-time hours worked based on years of service and calculated as follows:

- (a) six percent (6%) of all straight-time hours worked until the month in which the anniversary of the employee's **fourth (4th)** ~~eight (8th)~~ year of service occurs;
- (b) eight percent (8%) of all straight-time hours worked commencing with the month in which the employee's ~~eight (8th)~~ **fourth (4th)** anniversary of service occurs;
- (c) ~~nine decimal five~~ **ten percent (10%)** (~~9.5%~~) of all straight-time hours worked commencing with the month in which the employee's **tenth 10th** ~~eighteenth (18th)~~ anniversary of service occurs;
- (d) **twelve percent (12%)** (~~11.5%~~) of all straight-time hours worked commencing with the month in which the employee's **fifteenth (15th)** ~~twenty ninth (29th)~~ anniversary of service occurs.
- (e) **Fourteen percent (14%) of all straight-time hours worked commencing with the month in which the employee's twentieth (20th) anniversary of service occurs.**
- (f) **Sixteen percent (16%) of all straight-time hours worked commencing with the month in which the employee's twenty-fifth (25th) anniversary of service occurs.**

30.03 For the purpose of clause 30.02 only, all service within the Public Service, whether continuous or discontinuous, shall count as service except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is re-appointed to the Public Service within one year following the date of lay-off.

30.04 An employee shall be entitled to time away from work for vacation purposes for a period of time corresponding to the percentage amount to which he/she is entitled in lieu of vacation leave credits. For the purpose of clarity:

- (a) an employee entitled to six percent (6%) of all straight-time hours worked, shall be entitled to time away from work for a period of three (3) weeks during a vacation year;

- (b) an employee entitled to eight percent (8%) of all straight-time hours worked, shall be entitled to time away from work for a period of four (4) weeks during a vacation year;
- (c) an employee entitled to ~~nine decimal five~~ **ten percent (10%)** (~~9.5%~~) of all straight-time hours worked of all straight-time hours worked, shall be entitled to time away from work for a period of five (5) weeks during a vacation year;
- (d) an employee entitled to **twelve percent** (~~11.5%~~) (**12%**) of all straight-time hours worked, shall be entitled to time away from work for a period of six (6) weeks during a vacation year.
- (e) **an employee entitled fourteen percent (14%) of all straight-time hours worked shall be entitled to time away from work for a period of seven (7) weeks during a vacation year.**
- (f) **an employee entitled sixteen percent (16%) of all straight-time hours worked shall be entitled to time away from work for a period of eight (8) weeks during a vacation year.**

~~30.05 An employee is entitled to time away from work for vacation purposes in periods of one or more weeks at a time. For the purpose of this article, one (1) week consists of any seven (7) consecutive days.~~

30.06 An employee shall advise the Employer, in writing, of his/her request for time away from work as soon as possible after April 1st.

30.07 Subject to operational requirements, the Employer shall make every reasonable effort to grant an employee time away from work at times convenient to the employee.

30.08 The Employer shall give an employee as much notice as is practicable and reasonable of approval, denial, alteration or cancellation of a request for time away from work. In the case of denial, alteration or cancellation of such time away from work, the Employer shall give written reason therefore, upon written or electronic request from the employee.

30.09 Where, in respect of any period of time away from work, an employee:

- (a) is granted bereavement leave, or
- (b) is granted leave without pay because of illness in the immediate family, or
- (c) is granted sick leave without pay on production of a medical certificate,

the period of time away from work so displaced shall either be added to the original period, if requested by the employee and approved by the Employer, or reinstated for use at a later date, to the extent that the period so displaced corresponds to periods of one or more complete weeks.

30.10 The Employer will make every reasonable effort not to cancel or alter an employee's request for time away from work for vacation purposes which has been previously approved in writing.

30.11 When the Employer cancels or alters a period of time away from work which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.

The Union reserves the right to make additional proposals concerning Article 30 pending discussion with the Employer concerning hours of work and vacation scheduling.

NEW

ARTICLE xx – Injury-on-duty Leave

Article xx

Injury-on-duty Leave

xx.01 An employee shall be granted injury-on-duty leave with pay when a claim has been made pursuant to the *Government Employees' Compensation Act*, and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

(a) personal injury accidentally received in the performance of his/her duties and not caused by the employee's wilful misconduct,

or

(b) an industrial illness or a disease arising out of and in the course of his/her employment,

if the employee agrees to remit to the Receiver General of Canada any amount received by him/her in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or his/her agent has paid the premium.

xx.02 Injury-on-duty leave shall not be subject to Articles 29.02, 29.05 or 29.06, but rather shall be paid at 7.5 hours per day, or 37.5 hours per week, at the straight-time rate, for the duration of the leave.

ARTICLE 31 – Bereavement Leave With Pay

Article 31

Bereavement Leave With Pay

31.01 When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of ~~five (5)~~ **seven (7)** consecutive calendar days which must begin within two (2) days of the death. ~~During such period, the employee shall be paid in accordance with the provisions of article 29.05, Leave—General.~~ In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

31.02 An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his/her son-in-law, daughter-in-law, brother-in-law or sister-in-law.

31.03 If, during a period of vacation leave, an employee is bereaved in circumstances under which he/she would have been eligible for bereavement leave with pay under clauses 31.01 and 31.02, the employee shall be granted bereavement leave with pay.

31.04 It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 31.01 and 31.02.

31.05 Bereavement leave shall not be subject to Articles 29.02, 29.05 or 29.06, but rather shall be paid at 7.5 hours per day at the straight-time rate, to a maximum of 37.5 hours per leave.

ARTICLE 33 – Sick Leave Without Pay

Article 33

Sick Leave Without Pay

33.01 An employee shall be granted sick leave without pay when he/she is unable to perform his/her duties because of illness or injury provided that he/she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer.

33.02 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury, he/she was unable to perform his/her duties, shall, when delivered to the Employer, be considered as meeting the requirements of clause

~~33.03 When an employee is granted sick leave without pay and an injury-on-duty claim is subsequently approved by a Worker's Compensation authority for the same period, it shall be considered for the purpose of record keeping, that the employee was not granted sick leave.~~

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

33.04 When an employee is granted sick leave without pay and an injury-on-duty claim is subsequently approved by a Worker's Compensation authority for the same period, it shall be considered for the purpose of record keeping, that the employee was not granted sick leave.

ARTICLE 38 – Leave Without Pay for Family-Related Responsibilities

Article 38

Leave Without Pay for Family-Related Responsibilities

38.01 The total leave without pay which may be granted under this Article shall not exceed ~~five (5)~~ **eight (8)** days in a fiscal year.

38.02 Subject to clause 38.01, the Employer shall grant leave without pay under the following circumstances:

- (a) ~~up to one (1) day~~ to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- (b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- (c) to provide for the immediate and temporary care of an elderly member of the employee's family;
- (d) ~~two (2) days leave without pay~~ for needs directly related to the birth or to the adoption of the employee's child, ~~which may be divided into two (2) periods and granted on separate days.~~

ARTICLE 42 – Leave Without Pay for Other Reasons

Article 42

Leave Without Pay for Other Reasons

42.01 ~~At its discretion,~~ The Employer may grant leave without pay for purposes other than those specified in this Agreement. **The Employer shall not unreasonably deny such requests.**

NEW

Article xx

Personnel Selection Leave

Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the public service as defined in the Public Service Labour Relations Act, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his or her presence is so required.

NEW

Article xx

Pay Stubs, Travel Claims and Reimbursement

xx.01 Employees shall be provided an itemized statement upon being compensated that clearly defines the amount and the form of compensation being provided.

xx.02 The Employer shall compensate employees no later than two (2) weeks in arrears for services rendered. Such compensation includes all forms of remuneration provided for under this Agreement.

NEW

TERM EMPLOYEES AND STAFFING PRACTICES

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

NEW ARTICLE – Social Justice Fund

XX:01 The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund

ANNEX "A"

HOURLY RATES OF PAY AND PAY NOTES

The economic package to be proposed by the Union will be made up of many interconnected elements. In brief, these elements may include, but will not necessarily be restricted to:

- Real economic increases;
- Protection against inflation;
- Catching up with comparable jobs and employers;
- Restructuring of pay grids;
- Changes in increments;
- Retroactivity back to the first day of the contract;
- Increase to all allowances and premiums
- New allowances

ANNEX “E”

MEMORANDUM OF UNDERSTANDING

NATIONAL JOINT COUNCIL DIRECTIVES

The Public Service Alliance of Canada and Statistical Survey Operations do hereby agree that, during the term of this collective agreement, ~~the following~~ **all** National Joint Council directives, as amended from time to time, shall apply to the employees covered by this collective agreement with the exception that the grievance procedure to be followed shall be the Statistical Survey Operations grievance procedure, specified in Article 22 of this Agreement.

~~Travel Directive~~

~~Isolated Posts Directive~~

~~Public Service Health Care Plan Directive~~

~~Occupational Health and Safety Directive~~

ANNEX “F”

MEMORANDUM OF UNDERSTANDING

SOCIAL JUSTICE FUND

DELETE (Incorporate provision as per new proposal into Collective Agreement)

NEW

MEMORANDUM OF UNDERSTANDING

WITH RESPECT TO A JOINT LEARNING PROGRAM

Statistical Survey Operations agrees to provide one hundred thousand (\$100,000) per year over the life of the SSO Collective Agreement to fund a Joint Learning Program. In addition, the Employer agrees to provide a further \$10,000 per month to the PSAC – SSO JLP from the date of expiry of this Collective Agreement until the next Collective Agreement is signed to ensure continuity of this initiative.

The PSAC – SSO JLP will provide joint training on union-management issues, for which the Employer does not have the sole legal obligation to provide training.

The parties agree that the PSAC – SSO JLP will be administered by a joint governance committee made up of an equal number of representatives of the PSAC and the Employer.