

UNION PROPOSALS FOR SSO FI UNIT – NOVEMBER 21, 2017

Submitted without prejudice

Article 2 Interpretation and Definitions

“assigned workweek” means the weekly average of the hours of work projected for the next quarter as specified in Article 23.05 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, at the beginning of each quarter (semaine désignée de travail);

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.

In the event that an employee believes that his/her assigned workweek is inconsistent with his/her actual hours, the employee may request a review by the Employer.

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In the event that the review confirms such inconsistencies, the Employer will make every reasonable effort to correct such inconsistencies accordingly, on a go forward basis, for the following pay period. (Agreed to by the parties in direct bargaining on May 28, 2015 and it is included as part of the Arbitral Award by Citation: 2015 PSLREB 71)

All leave with pay shall count as hours worked for the purposes of calculating an Assigned Work Week.

“seniority” means all service within the Public Service and Statistical Survey Operations, whether continuous or discontinuous, except where a person who, on leaving Statistical Survey Operations or 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 reappointed to Statistical Survey Operations or the Public Service within one year following the date of lay-off. For greater certainty, severance payments taken under Article 46.05 to 46.09 or under similar provisions in other collective agreements do not reduce the calculation of service for persons who have not yet left Statistical Survey Operations.

“term employee” means an employee whose employment fills a short-term operational requirement and has a predetermined end date;

Article 20 Job Security

NEW

20.01 The Employer shall make every reasonable effort not to lay-off Employees during the term of this collective agreement.

Renumber the following clauses

20.01 The Employer recognizes the importance of retaining the services of qualified employees. In the event that hours of work are eliminated for an indeterminate employee, the Employer will ~~endeavour~~ **make every reasonable effort** to offer that employee other available field survey work for which the employee is qualified, within a reasonable geographic area, ~~as determined by the Employer,~~ so that the employee can continue to work from his/her residence.

20.XX The Employer will make every reasonable effort to ensure that any reduction in the workforce will be accomplished through attrition. Failing that, any lay-offs shall be made in reverse order of seniority.

20.02 When the Employer determines that the services of an indeterminate employee are no longer required beyond a specified date due to lack of work, the Employer shall advise the employee in writing, ~~sixty (60)~~ **one hundred and twenty (120)** days in advance, that his or her services will no longer be required as of that date.

20.03 It is the policy of the Employer to maximize employment opportunities for indeterminate employees affected by work force adjustment situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them. This should not be construed as the continuation of a specific position or job but rather as continued employment.

20.04 Since indeterminate employees who are affected by work force adjustment situations are not themselves responsible for such situations, it is the responsibility of the Employer to ensure that they are treated equitably and, whenever possible, given every opportunity to continue their careers as SSO employees.

20.05 A person who has been laid-off pursuant to clause 20.024 is entitled to a priority for appointment without competition to a position in SSO for which, in the opinion of the Employer which shall not be unreasonably exercised, he/she is qualified. This priority is accorded **in order of seniority** for one year following the lay-off date.

20.06 The reappointment of a laid-off person shall normally be at the same level and increment step as that previously held by the employee, but this does not preclude an appointment to a lower level.

20.07 If an indeterminate employee accepts an appointment to a lower level where the maximum rate of pay is less than the employee's previous rate of pay, that employee shall be appointed to the maximum rate of pay of the lower level. **Such employees shall be entitled to**

a priority for appointment to positions at his/her previous level. Priority appointments shall be offered to such employees in order of seniority.

20.08 An indeterminate employee who has been laid-off and who is reappointed to a term position pursuant to clause 20.05~~2~~ shall continue to be entitled to a priority for appointment for the remainder of the one (1) year period provided in clause 20.05~~2~~.

20.09 Nothing in the foregoing shall restrict the Employer's right to engage or appoint persons to meet short-term requirements. However employees whose employment was terminated pursuant to clause 20.02 shall be given priority **in order of seniority** even for these short-term work opportunities.

Article 23 Hours of Work

23.01 For the purpose of this Article:

- (a) a week shall consist of seven (7) consecutive days beginning at 00:00 hours Monday morning and ending at 24:00 hours Sunday.
- (b) a day shall consist of a twenty-four (24) hour period commencing at 00:00 hours.

23.02 ~~The work is of a "Part time" nature and the~~ assignment of the work is the responsibility of the Employer.

23.03 Nothing in this agreement shall be construed as guaranteeing minimum or maximum hours of work.

~~23.04 The Employer will attempt to provide an employee with a minimum workweek of thirteen (13) hours.~~

23.05 The work is assigned so that, over a period of three (3) calendar months, employees may work up to a maximum of four hundred eighty-seven and one-half (487 ½) hours at the straight- time rate.

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

23.06 Unless otherwise informed by the Employer, employees may organize their work subject to respondent availability and operational requirements as determined by the Employer.

23.07 An employee is entitled to compensation for each completed period of fifteen (15) minutes of time worked.

23.08 ~~Subject to clause 23.14, t~~The workweek shall be from Monday to Sunday inclusive and the workday shall normally be between the hours of eight (8) a.m. and ten (10) p.m. There are no daily or weekly minimum or maximum hours of work.

23.09 Employees will submit reports indicating hours traveled and worked, as well as expenses incurred, consistent with the Employer's policy and instructions, on a form or forms, electronically where available, and at times to be determined by the Employer. The employees will be paid accordingly, subject to verification and approval by the Employer. Amendments to such reports shall not be made without notifying the employee in advance.

23.10 The Employer agrees to provide employees with as much advance notice as possible of their work assignments and/or changes thereto, utilizing available means of communication, including electronic means where available.

23.11 Where, due to the failure of the Employer supplied computer equipment or networks, the Employer reassigns work, previously assigned to an employee, the employee shall be paid in accordance with the number of cases reassigned multiplied by the time per unit (TPU) as determined by the Employer.

23.12 Notwithstanding clause 23.05, the days of rest provisions of this Agreement shall apply in a week when an employee is required by the Employer to work six (6) consecutive days, at the straight-time rate of pay, irrespective of the number of hours worked in that week. Under those circumstances, the seventh (7th) day of that week shall be considered as a day of rest for the employee. However, this provision shall not apply in a week where the day of rest coincides with a designated holiday in which case, work performed on the designated holiday will be paid in accordance with the provisions of Article 26.

23.13 The days of rest provisions of this Agreement also apply in a three (3) month period, as specified in clause 23.05, when an employee has worked four hundred eighty-seven and one-half (487 ½) hours at the straight-time rate of pay. The remaining days in that period shall be considered as days of rest, unless one or more of those days coincide with designated holidays, in which case work performed on the designated holidays will be paid in accordance with the provisions of Article 26.

~~23.14 Consultation~~

~~(a) Where hours of work, other than those provided in clause 23.08 are in existence when this Agreement is signed, the Employer, on request, will consult with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.~~

~~(b) — Where hours of work are to be changed so that they are different from those specified in clause 23.08, the Employer will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.~~

~~(c) — Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation purposes. Consultation will be held at the local level for fact finding and implementation purposes.~~

23.15 The parties recognize that hours of work may vary depending on the workload and/or the nature of the surveys. ~~In the event that hours of work are permanently reduced for an employee, the Employer will endeavour to offer that employee other available field survey work for which the employee is qualified, within a reasonable geographic area as determined by the Employer, so that the employee can continue to work from his/her residence.~~

~~23.16 Where operational requirements permit, the Employer will endeavor to offer additional work available at a work site to readily available qualified employees at that work site, irrespective of the nature of the survey, prior to hiring additional staff. Subject to the foregoing, the Employer may hire additional staff and is not precluded from hiring additional staff prior to providing employees with full time hours.~~

NEW

23.17 Hours of Work Assignment – Field Interviewers

- a) Hours of work shall be offered to employees in order of seniority, based on the following preference order:
 - i) Indeterminate employees whose place of residence is within the survey cluster where the hours are to be worked.
 - ii) Indeterminate employees whose place of residence is within forty (40) kilometers of the survey cluster where the hours are to be worked.
 - iii) Term employees whose place of residence is within the survey cluster where the hours are to be worked.
 - iv) Term employees whose place of residence is within forty (40) kilometers of the survey cluster where the hours are to be worked.
- b) Employees must meet language requirements to work a survey.

23.18 Hours of Work Assignment – Senior Interviewers

Hours of work shall be assigned by the Employer to Senior Interviewers by Region to ensure that hours of work are maximized by seniority according to employees' availability.

New Article Indeterminate Employment and Income Security

XX.01 The Employer agrees that it shall limit the number of term employees and shall maximize indeterminate employment.

XX.02 When an indeterminate Field Interviewer position becomes available, the position shall be offered in order of seniority to term employees with same job title as the available position who reside within forty (40) kilometers of the survey cluster where the hours are to be worked.

When an indeterminate Senior Interviewer position becomes available, the position shall be offered in order of seniority to term employees working in the same region with same job title.

XX.03 The Employer will maximize hours of work for existing employees, in accordance with Article 23.17 and 23.18, before hiring new employees.

XX.04 Term employees who have completed three (3) years of continuous employment will see their status changed to indeterminate employees. The time worked by a term employee who becomes an indeterminate employee in the same position he or she occupied as a term employee will be recognized for the completion of the probationary period.

XX.05 There shall be no artificial breaks in service of a term employee.