

UNION PROPOSALS FOR SSO RO 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 a three-month calendar period as specified below 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 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.

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 of the Employer.

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, whether continuous or discontinuous, 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 reappointed to the Public Service within one year following the date of lay-off.

“seniority list” means a list of all employees in an office consisting of name, date from which seniority shall accumulate, total accumulated seniority and job title for each employee. Such lists shall be updated and posted in each work area on a monthly basis.

“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 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.

20.02 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.

20.03 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.**

20.04 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.

20.05 A person who has been laid-off pursuant to clause 20.04 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 (1) year following the lay-off date.

20.06 All relocation costs associated with a reappointment under this article will be borne by the employee.

20.07 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. **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 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.

20.09 An indeterminate employee who has been laid-off and who is reappointed to a term position pursuant to clause 20.053 shall continue to be entitled to a priority for appointment for the remainder of the one (1) year period provided in clause 20.053.

20.10 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 20.042 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 Nothing in this Agreement shall be construed as guaranteeing minimum or maximum hours of work.

23.03 Employees may be required to register their attendance in a form or in forms to be determined by the Employer.

23.04 Subject to clause 23.17, the scheduled workweek shall be a maximum of thirty-seven and one-half (37 ½) hours from Monday to Sunday inclusive and the scheduled workday shall be a maximum of seven and one-half (7½) consecutive hours, exclusive of a meal period, between the hours of ~~six (6)~~ **seven (7)** a.m. and ~~midnight~~ **eleven (11) p.m.**

23.05

(a) The Employer will provide two (2) rest periods of fifteen (15) minutes each for each scheduled workday during which an employee is required to work six (6) or more consecutive hours, exclusive of a meal period, ~~except on occasions when operational requirements do not permit;~~

(b) The Employer will provide one (1) rest period of fifteen (15) minutes for each scheduled workday during which an employee is required to work less than six (6)

consecutive hours, exclusive of a meal period, ~~except on occasions when operational requirements do not permit.~~

23.06 An unpaid meal period will be provided for each workday of five (5) consecutive hours or more. Subject to operational requirements, the Employer will arrange meal periods at times convenient to the employees.

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

Clauses 23.08 and 23.09 apply to regular hours only and not to additional hours.

23.08

(a) The Employer shall set up a master hours of work schedule of at least twenty eight (28) calendar days, posted ~~seven (7)~~ **fifteen (15)** days in advance, which will cover the normal requirements of the work area.

(b) Notice of regular hours of work will reflect a period of at least twenty-eight (28) calendar days.

(c) During periods where an employee is required to work seven and one-half (7 ½) hours per day and thirty-seven and one-half (37 ½) hours per week, the hours of work will be scheduled so that the employee obtains two (2) consecutive days of rest at any one time, unless otherwise agreed by the Employer and the employee. The consecutive days of rest may be in separate calendar weeks.

(d) Subject to operational requirements, during periods where an employee is required to work five (5) days and a minimum of thirty-five (35) hours per week, the Employer will ~~endeavour to~~ schedule the hours of work so that the employee obtains two (2) consecutive days off at any one time, unless otherwise agreed by the Employer and the employee. The consecutive days off may be in separate calendar weeks.

Where an employee is required to work on such days off, the employee will be paid at the straight-time rate for all hours worked subject to Article 24, Overtime.

23.09 ~~The Employer will endeavour to inform employees by written notice, at least seven (7) days in advance, of their scheduled hours of work.~~

The Employer agrees to give as much advance notice as possible when scheduled hours are to be changed in an employee's workweek and will, where possible, provide written notice of the change to the employee.

An employee who is required to change his or her scheduled hours of work without receiving at least seven (7) days' notice in advance of the starting time of such change in his or her scheduled hours of work shall be paid for the first (1st) day worked on the

revised schedule at the rate of time and one-half (1 1/2) for the first (1st) seven decimal five (7.5) hours and double (2) time thereafter. Subsequent hours worked on the revised schedule shall be paid at the straight-time rate, subject to Article 24, Overtime.

Every reasonable effort will be made by the Employer to ensure that the employee returns to his or her original schedule and returns to his or her originally scheduled days of rest for the duration of the master schedule.

23.10 Employees shall be paid at the straight-time rate of pay for all hours worked up to seven and one-half (7 ½) hours in a workday or thirty-seven and one-half (37 ½) hours in a workweek.

23.11 The days of rest provisions of this Agreement apply only in a week when an employee has worked five (5) days and thirty-seven and one-half (37 ½) hours in that week.

23.12 Notwithstanding clauses 23.10 and 23.11, the days of rest provisions of this Agreement shall also apply in a week when an employee has worked six (6) consecutive days and less than thirty-seven and one-half (37 ½) hours in that week.

23.13 When an employee is required by the Employer to work seven (7) consecutive days during a two (2) week period, the employee is entitled to two (2) consecutive days off.

During those two (2) days off, an employee may accept to work additional hours offered by the Employer, at the straight-time rate of pay, subject to the provisions of clauses 23.11 and 23.12.

However, an employee who is required by the Employer to work on such days off shall be paid overtime in accordance with the provisions of article 24.05.

23.14 The preparation and administration of work schedules is the responsibility of the Employer.

23.15 The Employer will make every reasonable effort:

(a) not to schedule, without the consent of the employee, the commencement of a workday within twelve (12) hours of the completion of the employee's previous workday;

and

(b) to avoid excessive fluctuations in hours of work.

23.16 Where the employee's scheduled workday does not commence and end on the same day, such workday shall be considered for all purposes to have been entirely worked on the day it commenced.

23.17 ~~Consultation~~

~~(a) — Where hours of work, other than those provided in clause 23.04 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 23.04, 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.~~

23.18 Where operational requirements permit, those employees who were working on what are commonly known as “Business Surveys” on April 9, 1998, and still are on the date of signing of this collective agreement, will continue to work on those surveys.

~~23.19 In the event that hours of work are permanently reduced for some employees, the Employer will endeavour to utilize these employees to conduct other survey work available at their work site, which may result in changes to their scheduled hours of work.~~

~~23.20 Notwithstanding clause 23.18, where operational requirements permit, the Employer will endeavour 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.~~

23.20 The Employer shall schedule hours of work based on employees’ seniority and availability and, where possible, employees’ preferred hours, in the following preference order:

- a) Indeterminate employees;**
- b) Term employees.**

Employees must meet language requirements to work a survey.

23.21 Additional straight-time hours that become available after the posting of the master schedule shall be offered first to indeterminate employees in order of seniority. If there are no indeterminate volunteers, the additional hours shall be offered to term employees in order of seniority.

23.21 The parties agree that split shifts are voluntary and will only be scheduled by mutual agreement between the Employer and the employee.

Article 24 Overtime

24.01 For the purpose of this Article:

(b) “maximum work day” means seven and one-half (7 ½) consecutive hours, exclusive of a meal period, between the hours of ~~six (6) a.m. and midnight.~~ **seven (7) a.m. and 11 p.m.**

New Article Call Centre Employees

XX.01 Employees shall be provided five (5) consecutive minutes not on a call for each hour not interrupted by a regular break or meal period.

XX.02 All employees shall be provided the opportunity to participate in a minimum of two (2) days of training annually on matters related to working in a call centre, such as training to reinforce coping skills.

XX.03 Call monitoring is intended to improve performance by providing guidance and feedback to the employee and shall not be used for disciplinary purposes.

XX.04 Coaching and development feedback resulting from call monitoring shall be provided in a timely and meaningful fashion.

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 position becomes available, the position shall be offered in order of seniority to term employees working in the same region and same job title as the available position.

XX.03 The Employer will maximize hours of work for existing employees, in accordance with Article 23.20, 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.