

April 10, 2015

## Summary of Changes to the SSO Regional Office Collective Agreement

### Article 53 – Duration

*The Board directed the parties to enter into a renewal collective agreement for the term of December 1, 2011 to November 30, 2014.*

### Article 2 – Interpretation and Definitions

**“Assigned workweek”** is defined in the Collective Agreement *and the board had added the language:*

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 addition, the parties are directed to negotiate language to ensure that the Employer corrects inconsistencies between employees’ assigned workweeks and employees’ actual hours worked. Corrections are to be made on a go forward basis.

*The board has added the following definitions to the Collective Agreement:*

**“Indeterminate employee”** means an employee whose employment does not have a predetermined end date.

**“Years of service”** 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.

## **Article 14 – Leave With or without Pay for Alliance Business**

*The following clause is added:*

14.10 The Employer shall grant leave with pay to an employee acting on behalf of the Alliance for discussions with the Employer as contemplated by Article 22.06.

## **Article 20 – Job Security**

*The following clauses have been added:*

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.

*Article 20.03 is renumbered as Article 20.05 and amended to provide priority for appointments for a period of one year for laid-off employees.*

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 for one (1) year following the lay-off date.

### **Article 23 – Hours of Work**

*Article 23.08 (a) is amended to ensure the master work schedule is posted seven days in advance and has amended Article 23.20.*

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) days in advance, which will cover the normal requirements of the work area.

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.

### **Article 25 – Evening and Weekend Premiums**

*Articles 25.01 and 25.02 are to be amended to add a reference to 6 a.m. in 25.01 and to include the word “additional” in 25.02.*

#### Evening Premium

25.01 An employee whose hours of work are scheduled to extend beyond 5:00 p.m. will receive a premium of two dollars (\$2.00) for each hour worked, including overtime hours, between 5:00 p.m. and 6 a.m.

#### Weekend Premium

25.02 An employee whose hours of work are scheduled on a weekend will receive an additional premium of two dollars (\$2.00) per hour for each hour worked, including overtime hours, on Saturday and/or Sunday.

### **Article 30 – Vacation Leave**

*Article 30.03 is amended to explain the calculation of service with respect to vacation quantum, and Article 30.05 adds the concept of seniority to vacation provisions.*

30.03 For the purpose of clause 30.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave 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.

For greater certainty, severance payments taken under Article 50.05 to 50.09, 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.

*Article 30.05 c) is added to the collective agreement:*

(c) In the event that there are more vacation leave requests for a certain period of time than can be accommodated by the Employer, and the Employer has yet to grant such requests, employee years of service shall be the determining factor for the granting of vacation leave.

#### **Article 40 – Marriage Leave With Pay**

*The heading for Article 40 - Marriage Leave With Pay is amended to provide for a one-time entitlement of five days of vacation leave.*

:

#### **Article 40 – One Time Vacation Leave**

Articles 40.01 and 40.02 are replaced with the following:

40.01 After the completion of two (2) years continuous employment with Statistical Survey Operations and providing an employee gives the Employer at leaves five (5) days' notice, an employee shall be credited with a one-time entitlement of five days vacation leave with pay.

## **Article 42 – Bereavement Leave With Pay**

*Article 42.01 is amended to increase Bereavement Leave to seven consecutive calendar days from five calendar days.*

42.01 When a member of the employee's family dies, an employee shall be entitled to a bereavement period of seven (7) consecutive calendar days. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

## **Article 50 – Severance Pay**

*Consistent with Treasury Board collective agreements, accumulation of severance pay for voluntary departures (resignation or retirement) is deleted from the Collective Agreement effective one month from the date of the award. Also consistent with Treasury Board agreements are payout options for accumulated severance, timeframes and rules to exercise those options, and rights for employees who were appointed to RO Interviewer positions from different bargaining units.*

*Also consistent with TB agreements, employees may opt to have accumulated severance paid out either (a) as a single payment at the rate of pay of the employee's substantive position as of the 30<sup>th</sup> day following the date of this award or (b) as a single payment at the time of the employee's termination of employment from Statistical Survey Operations, based on the rate of pay of the employee's substantive position at the date of termination of employment from Statistical Survey Operations, or (c) as a combination of (a) and (b).*

## **ANNEX "A" – HOURLY RATES OF PAY**

*Pay increases will be retroactive and a 4% retention adjustment, which also removes the first step of the wage grid effective December 1, 2013, means a 9.6% wage increase over the life of the Collective Agreement.*

## **HOURLY RATES OF PAY**

- A - Effective December 1, 2011 (1.75% increase)
- B - Effective December 1, 2012 (1.5% increase)
- X - Effective December 1, 2013 (retention adjustment)
- C - Effective December 1, 2013 (2.0% increase)

### **Interviewer**

From: \$	14.72	15.48	16.13	16.81	17.48	18.18
To: A	14.98	15.75	16.41	17.10	17.79	18.50
B	15.20	15.99	16.66	17.36	18.06	18.78
X	15.99	16.87	17.75	18.63	19.53	
C	16.31	17.21	18.11	19.00	19.92	

### **Senior Interviewer**

From: \$	18.04	18.90	19.68	20.46	21.30	22.13
A	18.36	19.23	20.02	20.82	21.67	22.52
B	18.64	19.52	20.32	21.13	22.00	22.86
X	19.52	20.58	21.65	22.71	23.77	
C	19.91	20.99	22.08	23.16	24.25	

## **ANNEX "A" – PAY NOTES**

### **Retention Adjustment**

- (a) Effective December 1, 2013, employees shall be paid on the 'X' scale at the rate nearest to, but not less than their rates of pay as of close of business on November 30, 2013.
- (b) Movement to the 'X' scale does not affect the pay increment period of employees.

## **Promotions**

*Sub-paragraph (b) is amended as follows:*

Notwithstanding the above, an employee at the fourth level or at the maximum rate of pay of the Interviewer level who is promoted to the Senior Interviewer level will move to the second step in the Senior Interviewer level rates of pay.

## **ANNEX "G" – MEMORANDUM OF UNDERSTANDING, OPERATIONAL REQUIREMENTS**

*The memorandum as it currently reads will be replaced with following:*

The Employer agrees that when an employee is denied leave because of operational requirements, it will disclose to the employee what those operational requirements are.