



Public Service Alliance of Canada
Alliance de la Fonction publique du Canada

STATISTICAL SURVEY OPERATIONS (SSO) – R.O. Interviewers NEGOTIATIONS 2019

Bargaining Demands

December 1, 2020

The workers covered under this agreement work proudly on behalf of Canadians. Accordingly, the Union is introducing language and reserves the right to introduce additional language to maintain and improve the quality and level of the public services provided to Canadians.

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations with Statistical Survey Operations for the Regional Office interviewers (R.O. 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 add to, amend, modify, and withdraw its proposals at any time during Collective Bargaining, to introduce counter-proposals to the Employer's demands, and to introduce new demands that might emerge from discussions at the bargaining table or from new information obtained during negotiations.

Where the word RESERVE appears, it means that the Union reserves the right to make proposals later. In particular, the Public Service Alliance of Canada reserves the right to introduce a comprehensive wage proposal at an appropriate time during negotiations.

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

The Union requests of the Employer disclosure of any plans for changes at its administrative or workplace level that may affect this round of negotiations and reserves the right to make additional proposals after receiving this information.

Finally, the Union will not engage in concessionary bargaining.

CHANGE THROUGHOUT COLLECTIVE AGREEMENT

**Statistical Survey
Operations**

~~Interviewers~~ ***Data Collection Officers*** and Senior
~~Interviewers~~ ***Data Collection Team Leaders*** engaged in
the carrying out of survey activities
**primarily in Statistics Canada Regional
Offices**

ARTICLE 2

INTERPRETATION AND DEFINITIONS

The Union reserves the right to make further changes to this article.

2.01 For the purpose of this Agreement:

“Alliance” means the Public Service Alliance of Canada (Alliance);

“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

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Notwithstanding the above, any time an employee is notified of changes to his/her assigned workweek, a written notice including an explanation of the changes shall be given to the employee.

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.

“bargaining unit” means the employees of the Employer described in the certificate issued by the Public Service Staff Relations Board on the 27th day of January, 2000 (unité de négociation);

“common-law spouse”: a common-law spouse relationship exists when, for a continuous period of at least one (1) year, an employee has lived with a person, publicly represented that person to be his/her spouse and continues to live with that person as if that person were his/her spouse (conjoint de fait);

“continuous employment” has the same meaning as specified in the Treasury Board Directive on Terms and Conditions of Employment on the date of signing of this Agreement (emploi continu);

“daily rate of pay” (taux de rémunération journalier) means:

- (a) for an employee with more than thirteen (13) weeks of continuous employment, the rate calculated on the basis of the average of that employee’s daily straight time hours worked during the immediately preceding thirteen (13) week period;
- (b) for an employee with less than thirteen (13) weeks of continuous employment, the rate calculated on the basis of the average of that employee’s daily straight-time hours worked during the immediately preceding completed period of continuous employment;

“day of rest” means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position other than by reason of the employee being on leave or absent from duty without permission. Days of rest apply only when the conditions specified in clauses 23.11 and 23.12 are met (jour de repos);

“double time” means two (2) times the employee’s hourly rate of pay (tarif double);

“employee” means a person so defined in the *Federal Public Sector Labour Relations Act*, and who is a member of the bargaining unit covered by this Agreement (employé/e) **and shall include:**

- i) Regular full-time employee means an indeterminate employee who regularly works 37.5 hours per week on average;*
- ii) Regular part-time employee means an indeterminate employee who regularly works less than 37.5 hours per week;*

“Employer” means Her Majesty in right of Canada, as represented by Statistical Survey Operations, and includes any person authorized to exercise the authority of the separate agency (Employeur);

“family” except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner resident with the employee), child (including

child of common-law partner), stepchild, foster child or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, daughter-in-law, son-in-law, **sister-in-law, brother-in-law** and any relative permanently residing in the employee's household or with whom the employee permanently resides, **any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee, a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.**

"holiday" means the twenty-four (24) hour period commencing at 00:00 hours of a day designated as a paid holiday in this Agreement (jour férié);

"hourly rate of pay" means the rate of pay applicable to an employee as specified in Annex "A" of this Agreement (taux de rémunération horaire);

"Indeterminate employee" means an employee whose employment does not have a predetermined end date (employé/e nommé/e pour une période indéterminée)

"lay-off" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function (mise en disponibilité);

"leave" means authorized absence from duty by an employee during a period where he/she is required to perform his/her duties (congé);

All leave shall be counted for the purpose of calculating AWW.

"membership dues" means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium, or special levy (cotisations syndicales);

~~**"overtime"** means authorized work in excess of seven and one-half (7 ½) hours in a workday or thirty-seven and one-half (37 ½) hours in a workweek but does not include time worked on a holiday (heures supplémentaires);~~

"overtime" (heures supplémentaires) means:

in the case of a full-time employee, authorized work in excess of the employee's scheduled hours of work,

or

in the case of a part-time employee, authorized work in excess of seven decimal five (7.5) hours per day or thirty-seven decimal five (37.5) hours per week, but does not include time worked on a holiday,

~~“part time employee” means an employee whose weekly hours of work on average are less than thirty-seven and one-half (37 ½) hours, but not less than those prescribed in the Federal Public Sector Labour Relations Act (employé/e à temps partiel).~~

“spouse” will, when required, be interpreted to include “common-law spouse” (conjoint);

“straight-time rate” means the employee’s hourly rate of pay (tarif normal);

“time and one-half” means one and one-half (1 ½) times the employee’s hourly rate of pay (tarif et demi);

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

“weekly rate of pay” (taux de rémunération hebdomadaire) means:

- (a) for an employee with more than thirteen (13) weeks of continuous employment, the rate calculated on the basis of the average of that employee’s weekly straight-time hours worked during the immediately preceding thirteen (13) week period;
- (b) for an employee with less than thirteen (13) weeks of continuous employment, the rate calculated on the basis of the average of that employee’s weekly straight-time hours worked during the immediately preceding completed period of continuous employment.

“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 (Années de service);

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2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:

- (a) if defined in the *Federal Public Sector Labour Relations Act*, have the same meaning as given to them in the *Federal Public Sector Labour Relations Act*, and
- (b) if defined in the *Interpretation Act* but not defined in the *Federal Public Sector Labour Relations Act*, have the same meaning as given to them in the *Interpretation Act*.

ARTICLE 11

INFORMATION

The Union reserves the right to make further changes to this article.

- 11.01 The Employer agrees to supply the Alliance each quarter with the name, region, and classification **and if available, personal email, telephone and mailing address** of every employee.
- 11.02 The Employer agrees to supply each employee with a ***printed*** copy of the collective agreement and will endeavour to do so within one (1) month after receipt from the printer ***the signing of the collective agreement.***

ARTICLE 14

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

Complaints made to the Federal Public Sector Labour Relations and Employment Board pursuant to *Section 190(1)* of the *Federal Public Service Labour Relations Act*

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14.01 When operational requirements permit, in cases of complaints made to the Federal Public Sector Labour Relations and Employment Board pursuant to section 190(1) of the FPSLRA alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a) or 189(1) of the FPSLRA, the Employer will grant leave with pay:

- (a) to an employee who makes a complaint on his/her own behalf, before the Federal Public Sector Labour Relations and Employment Board, and
- (b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Alliance making a complaint.

Application for Certification, Representations and Interventions with Respect to Applications for Certification

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14.02 The Employer will grant leave without pay:

- (a) to an employee who represents the Alliance in an application for certification or in an intervention,
- and
- (b) to an employee who makes personal representations with respect to a certification.

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14.03 The Employer will grant leave with pay:

- (a) to an employee called as a witness by the Federal Public Sector Labour Relations and Employment Board, and
- (b) when operational requirements permit, to an employee called as a witness by an employee or the Alliance.

Arbitration Board Hearings, Public Interest Commission Hearings and Alternate Dispute Resolution Process

14.04 ~~When operational requirements permit,~~ the Employer will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board, a Public Interest Commission or in an Alternate Dispute Resolution Process.

14.05 The Employer will grant leave with pay to an employee called as a witness by an

Arbitration Board, a Public Interest Commission or in an Alternate Dispute Resolution Process and, ~~when operational requirements permit~~, leave with pay to an employee called as a witness by the Alliance.

Adjudication

- 14.06 When operational requirements permit, the Employer will grant leave with pay to an employee who is:
- (a) a party to the adjudication,
 - (b) the representative of an employee who is a party to an adjudication, and
 - (c) a witness called by an employee who is a party to an adjudication.

Meetings During the Grievance Process

- 14.07 When operational requirements permit, the Employer will grant to an employee:
- (a) when the Employer originates a meeting with the employee who has presented the grievance, leave with pay when the meeting is held in the headquarters area of such employee and on duty status when the meeting is held outside the employee's headquarters area,
and
 - (b) when an employee who has presented a grievance seeks to meet with the Employer, leave with pay to the employee when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.
- 14.08 When an employee wishes to represent, at a meeting with the Employer, an employee who has presented a grievance, the Employer will arrange the meeting having regard to operational requirements, and will grant leave with pay to the representative when the meeting is held in his/her headquarters area and leave without pay when the meeting is held outside his/her headquarters area.
- 14.09 Where an employee has asked or is obliged to be represented by the Alliance in relation to the presentation of a **potential** grievance and an employee acting on behalf of the Alliance wishes to discuss the **potential** grievance with that employee, the employee and the representative of 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.~~
- 14.10
- a)** 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.

- b) *In addition, this paid leave shall also be authorized to any employee acting on behalf of the Alliance in order to accompany any employee who requests it, when convened by the Employer, regardless of the reason.***

Contract Negotiation Meetings

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- 14.11 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

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

Meetings Between the Alliance and Management Not Otherwise Specified in this Article

- 14.13 ~~When operational requirements permit,~~ the Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.

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- 14.14 Subject to operational requirements, the Employer shall grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the Alliance, meetings of the National Executive of the components, and Executive Board meetings of the Alliance, and conventions of the Alliance, the Components, the Canadian Labour Congress and the Territorial and Provincial Federations of Labour.

Representatives' Training Courses

- 14.15 When operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.

ARTICLE 17

SEXUAL HARASSMENT

Amend as follows:

Change title to: *HARASSMENT AND ABUSE OF AUTHORITY*

17.01 The Union and the Employer recognize the right of employees to work in an environment free from ~~sexual~~ harassment **and abuse of authority** and agree that ~~sexual~~ harassment **and abuse of authority** will not be tolerated in the workplace.

NEW -- 17.02

Definitions:

- a) ***Harassment, violence or bullying includes any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation, or other physical or psychological injury, or illness to an employee, including any prescribed action, conduct or comment.***

- b) ***Abuse of authority occurs when an individual uses the power and authority inherent in his/her position to endanger an employee's job, undermines the employee's ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or influences the career of the employee. It may include intimidation, threats, blackmail or coercion.***

~~17.02~~ 17.03

- (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 paragraph (a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

~~17.03~~ 17.04 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 ***and such selection shall be made within thirty (30) calendar days of each party providing the other with a list of up to three (3) proposed mediators.***

NEW -- ~~17.04~~ 17.05 Upon request by the complainant(s) and/or respondent(s), an official copy of the investigation report shall be provided to them by the Employer, subject to the Access to Information Act and Privacy Act.

17.06

- a) No Employee against whom an allegation of discrimination or harassment has been made shall be subject to any disciplinary measure before the completion of any investigation into the matter, but may be subject to other interim measures where necessary.**

- b) If at the conclusion of any investigation, an allegation of misconduct under this Article is found to be unwarranted, all records related to the allegation and investigation shall be removed from the employee's file.**

17.07 At no time may electronic monitoring systems be used as a means to evaluate the performance of employees, or to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act.

ARTICLE 19
HEALTH AND SAFETY

The Union wishes to RESERVE on this article.

ARTICLE 20 JOB SECURITY

The Union reserves the right to make further proposals on this article.

Renumber accordingly.

NEW

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

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.XX *The Employer will endeavour 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 years of service.*

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.

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, 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 years of service*** 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.
- 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. Such employees shall be entitled to a priority for appointment to positions at his/her previous level in their respective regional office.
Priority appointments shall be offered to such employees in order of years of service.
- **
- 20.09 An indeterminate employee who has been laid-off and who is reappointed to a term position pursuant to clause 20.05 shall continue to be entitled to a priority for appointment for the remainder of the one (1) year period provided in clause 20.05.
- 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 20.04 shall be given priority ***in order of years of service*** even for these short-term work opportunities.

ARTICLE 22
GRIEVANCE PROCEDURE

22.10 There shall be no more than a maximum of ~~four (4)~~ **three (3)** levels in the grievance procedure. These levels shall be as follows:

- (a) Level 1 – ~~District Manager /~~ **Director or Assistant** Director (Operations) of the Region;
- (b) ~~Level 2 – Director of the Region;~~
- (~~e~~) (b) Level ~~3-2~~ – Director General – Collection and Regional Services Branch;
- (~~d~~) (**c**) Final Level – Chief Statistician or his / her authorized representative.

The grievor may elect to waive either level one (1) or level two (2).

No employer representative may hear the same grievance at more than one level in the grievance procedure.

22.13 An employee may be assisted and/or represented by the Alliance, **UNE and/or by local union** when presenting a grievance at any level. The Alliance, **UNE and/or local union** shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

ARTICLE 23

HOURS OF WORK

~~23.02~~ Nothing in this Agreement shall be construed as guaranteeing minimum or maximum hours of work.

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 **eleven (11)** midnight.

23.07 The Employer will attempt to provide an employee a **part-time employee** with a minimum workweek of thirteen (13) 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)~~ **thirty (30)** days in advance, which will cover the normal requirements of the work area.

(c) **Normal hours of work for fulltime employees shall be:**

- **on a weekly basis, working thirty-seven decimal five (37.5) hours for five (5) days;**
- **work seven decimal five (7.5) consecutive hours per day, exclusive of a one-half (1/2) hour meal period;**
- **obtain at least two (2) consecutive days of rest at any one time except when days of rest are separated by a designated paid holiday which is not worked; the consecutive days of rest may be in separate calendar weeks**

During periods where an **a part-time** 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 a **part-time** employee is required to work five (5) days and a minimum of ~~thirty-five (35)~~ **(30)** 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.

23.09 The Employer will endeavour to inform employees by written notice, at least ~~seven (7)~~ **30** days in advance, of their scheduled hours of work.

The Employer agrees to give as much advance notice as possible, **but no less than 48 hours**, 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.

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.

23.15 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.

NEW

(c) ***Allow a reasonable amount of time, at the beginning or near the end of a shift, for employees to review amendments to policies & surveys, when such amendments occur or have been communicated. This time can also be reasonably used by employees to consult each other or management for clarifications pertaining to such amendments.***

23.17 Consultation

(a) Where hours of work, other than those provided in clause 23.04 are in existence when this Agreement is signed **subject to potential change in order to accommodate the needs of the public and/or operational challenges**, the Employer, ~~on request,~~ will consult with the Alliance on such **potential changes to** 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
- 23.19 In the event that hours of work are permanently reduced for some **part-time** employees, the Employer will endeavour to utilize these **part-time** 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 **indeterminate** employees **by order of years of service.** ~~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.~~ **If there are no indeterminate employee volunteers, the additional hours shall be offered to term employees in order of years of service in the respective work site.**
- 23.21 The parties agree that split shifts are voluntary and will only be scheduled by mutual agreement between the Employer and the employee.
- NEW 23.22** **The Employer will maximize hours of work for existing employees in accordance with 23.20 before hiring new employees.**

ARTICLE 25
EVENING AND WEEKEND PREMIUMS

RESERVE

Evening Premium

25.01 An employee whose hours of work are scheduled to extend beyond ~~5:00~~
4:00 p.m. will receive a premium of two dollars (~~\$2.00~~ **\$3.00**) for each hour
worked, including overtime hours, between ~~5:00~~ **4:00** 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~~ **\$3.00**) per hour for
each hour worked, including overtime hours, on Saturday and/or Sunday.

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 Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday

(e) National Day of Truth and Reconciliation (September 30)

***renumber appropriately**

- (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~~ **two (2)** additional day(s) in each year that, in the opinion of the Employer, is **are** 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(s) **are** is recognized as a provincial or civic holiday, **third Monday in February and** the first Monday in August,
- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

26.02 In lieu of pay for the designated paid holidays described in clause 26.01, **part-time** employees shall instead be paid four and one-quarter percent (4¼ %) for all straight-time hours worked.

26.03 When an employee is required to work on a day which is prescribed as a designated paid holiday in clause 26.01, the employee shall be paid ~~time and one-half (1½) of the straight-time rate of pay for all hours worked up to seven and one-half (7½) hours and double time (2T)~~ **for all hours worked thereafter.**

ARTICLE 30 VACATION LEAVE

The Union is seeking further amendments to Article 30 regarding fulltime employee vacation entitlements.

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

Accumulation of Vacation Leave Credits

30.02 An employee shall earn vacation leave credits for each month based on his/her average workweek calculated by averaging the hours worked by the employee during the month at the straight-time rate, as follows:

- (a) decimal two hundred fifty (.250) multiplied by the number of hours in the employee's workweek per month until the month in which the anniversary of the employee's ~~eight (8th)~~ **fifth (5th)** year of service occurs;
- (b) decimal three hundred thirty-three (.333) multiplied by the number of hours in the employee's workweek per month commencing with the month in which the employee's ~~eight (8th)~~ **fifth (5th)** anniversary of service occurs;
- ~~(c) decimal three hundred sixty-seven (.367) multiplied by the number of hours in the employee's workweek per month commencing with the month in which the employee's sixteenth (16th)~~ **tenth (10)** anniversary of service occurs;
- ~~(d) decimal three hundred eighty-three (.383) multiplied by the number of hours in the employee's workweek per month commencing with the month in which the employee's seventeenth (17th)~~ **fifteenth (15th)** anniversary of service occurs.
- (e) decimal four hundred seventeen (.417) multiplied by the number of hours in the employee's workweek per month commencing with the month in which the employee's ~~eighteenth (18th)~~ **tenth (10th)** anniversary of service occurs;
- ~~(f) decimal four hundred fifty (.450) multiplied by the number of hours in the employee's workweek per month commencing with the month in which the employee's twenty-seventh (27th)~~ **twenty-fifth (25th)** anniversary of service occurs;
- (g) decimal five hundred (.500) multiplied by the number of hours in the employee's workweek per month commencing with the month in

which the employee's ~~twenty-eight (28th)~~ **twenty-third (23rd)** 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 toward vacation leave.

Entitlement to Vacation Leave With Pay

30.04 An employee is entitled to vacation leave with pay to the extent of his/her earned credits but an employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the current vacation year.

30.05

(a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.

(b) Subject to the following subparagraphs, the Employer reserves the right to schedule an employee's vacation leave but, subject to operational requirements, shall make every reasonable effort:

(i) to schedule an employee's vacation leave in an amount and at such time as the employee may request;

(ii) not to recall an employee to duty after the employee has proceeded on vacation leave;

(iii) not to cancel nor alter a period of vacation leave which has been previously approved in writing.

(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.

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

30.07 Where, in respect of any period of vacation leave, an employee:

(a) is granted bereavement leave,

or

- (b) is granted leave with pay because of illness in the family,

or

- (c) Is granted sick leave on production of a medical certificate,

the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

Carry-over and/or Liquidation of Vacation Leave

**

30.08

- a) Where in any vacation year, an employee has not used all of the vacation leave credited to him/her, the unused portion of his/her vacation leave up to a maximum of one hundred and eighty-seven decimal five (187.5) hours of credits shall be carried over into the following vacation year. All vacation leave credits in excess of one hundred and eighty-seven decimal five (187.5) hours shall be automatically paid in cash at his/her hourly rate of pay for his/her substantive position on the last day of the vacation year.
- b) Notwithstanding paragraph (a), if on the date of signing of this agreement or on the date an employee becomes subject to this Agreement, an employee has accumulated vacation leave credits in excess of one hundred and eighty-seven decimal five (187.5) hours, the employee may apply for vacation leave subject to the provisions of this article in order to liquidate excess leave credits. All unused vacation leave credits in excess of one hundred and eighty-seven decimal five (187.5) hours shall be paid in cash at the employee's hourly rate of pay for his/her substantive position on March 31st of the previous fiscal year. (Explanatory Note: Instead of "the date of signing of this agreement" reference should be made to the date of the issuance of the Arbitral Award, issued February 15, 2019)

c) The total amount of vacation leave that an employee may have to his/her credit on March 31st, shall not exceed one hundred and eighty-seven decimal five (187.5) hours.

**

30.09

During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours may be paid

in cash at the employee's hourly rate of pay for his/her substantive position as of March 31st of the previous vacation year.

Recall from Vacation Leave With Pay

30.10

(a) Where, during any period of vacation leave with pay, an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he/she incurs:

(i) in proceeding to his/her place of duty, and

(ii) in returning to the place from which he/she was recalled if he/she immediately resumes vacation upon completing the assignment for which he/she was recalled, after submitting such accounts as are normally required by the Employer.

Leave when Employment Terminates

30.11 When an employee dies or otherwise ceases to be employed, the employee's estate or the employee shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave with pay to his/her credit by the hourly rate of pay applicable to the employee on the day of the termination of employment.

30.12 Notwithstanding clause 30.11, an employee whose employment is terminated by reason of a declaration that he/she abandoned his/her position is entitled to receive the payment referred to in clause 30.11, if he/she requests it within six (6) months following the date upon which his/her employment is terminated.

Cancellation of Vacation Leave

30.13 When the Employer cancels or alters a period of vacation leave which it has previously approved in writing, the Employer shall reimburse the employee for the nonreturnable 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.

Appointment to a *Schedule I, IV, or V* Employer

30.14 Notwithstanding clause 30.11, an employee who resigns to accept employment with an organization listed in *Schedule I, IV or V* of the

Financial Administration Act may choose not to be paid for unused vacation leave credits provided that the appointing organization will accept such credits.

ARTICLE 31

SICK LEAVE WITH PAY

Credits

- 31.01 An employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an employee's normal workweek for each calendar month in which the employee has received pay for at least twice the number of hours in the employee's normal workweek.
- 31.02 For the purpose of the administration of 31.01, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.
- 31.02 For the purpose of the administration of 31.01, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.

Granting of Sick Leave

- 31.03 An employee shall be granted sick leave with pay when he/she is unable to perform his/her duties because of illness or injury provided that:
- (a) he/she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, and
 - (b) he/she has the necessary sick leave credits.
- 31.04 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 31.03 (a).

NEW

- 31.05 *When an employee is asked to provide a medical certificate / statement by the Employer, the employee shall be reimbursed by the Employer for all costs associated with obtaining the certificate. Employees required to provide a medical certificate shall also be granted leave with pay for all time associated with the obtaining of said certificate.***

- 31.05 6** When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 31.03, Sick Leave With Pay may, at the discretion of the Employer, be granted to an employee:

(a) for a period of up to twenty-five (25) days if a decision on an application for injury-on- duty leave is being awaited,

or

(b) for a period of up to fifteen (15) days in all other cases, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

31.06 7 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

31.07 8 Sick leave credits earned but unused by an employee during a previous period of employment in the SSO shall be restored to an employee whose employment was terminated by reason of lay-off under article 20

ARTICLE 32

INJURY ON DUTY LEAVE

32.01 An employee shall be granted injury-on-duty leave with pay for such period ~~as may be reasonably determined by the Employer~~ **certified by a Workers' Compensation authority** 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 or her duties and not caused by the employee's willful misconduct,

or

b) an industrial illness, **vicarious trauma, or any other illness, injury** or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Receiver General of Canada any amount received by him or 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 the employee's agent has paid the premium.

ARTICLE 33
MATERNITY-RELATED JOB MODIFICATION OR LEAVE

- 33.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end **of the nursing period** ~~fifty-second (52nd) week following the birth,~~ request the Employer to modify her job functions if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the fetus or child.
- 33.02 An employee's request under clause 35.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. ~~Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.~~
- 33.03 An employee who has made a request under clause 35.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
- (a) modifies her job functions, or
 - (b) informs her in writing that it is not reasonably practicable to modify her job functions.
- 33.04 Where reasonably practicable, the Employer shall modify the employee's job functions.
- 33.05 Where the Employer concludes that a modification of job functions that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. ~~However, such leave shall end no later than fifty-two (52) weeks after the birth.~~
- 33.06 An employee whose job functions have been modified or who is on leave of absence shall give at least two (2) weeks' notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

ARTICLE 35
MATERNITY LEAVE WITHOUT PAY

RESERVE

ARTICLE 36
PARENTAL LEAVE WITHOUT PAY

RESERVE

ARTICLE 37
LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

37.01 Both parties recognize the importance of access to leave for the purpose of care for the family.

37.02 *An employee shall be granted leave without pay for the care of family in accordance with the following conditions:*

~~37.02 Subject to the definition of "family" in Article 2, an employee shall be granted leave without pay for the care of family in accordance with the following conditions:~~

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- (b) leave granted under this article shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the SSO.

37.03 An employee who has proceeded on leave without pay may change his/her return to work date if such change does not result in additional costs to the Employer.

ARTICLE 38
COMPASSIONATE CARE LEAVE AND CAREGIVING LEAVE

- 38.01 ~~Notwithstanding the definition of "family" in Article 2 and notwithstanding paragraph 37.02 (b),~~ an **An** employee who provides the Employer with proof that he/she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits, **Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults** may be granted leave for periods of less than three ~~(3)~~ weeks **without pay** while in receipt of or awaiting these benefits.
- 38.02 ~~The leave without pay described in 38.01 shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family caregiver Benefits for Adults, in addition to any applicable waiting period. Leave granted under this clause may exceed the five (5) year maximum provided in paragraph 37.02 (c) above only for the periods where the employee provides the Employer with proof that he/she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.~~
- 38.03 When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits, **Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults** has been accepted.
- 38.04 When an employee is notified that his/her request for Employment Insurance (EI) Compassionate Care Benefits, **Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults** has been denied, paragraphs **clause** 38.01 and ~~38.02~~ above cease to apply.

NEW

- 38.05 **Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.**
- 39.06 **Where an employee is subject to a waiting period before receiving Employment Insurance Compassionate Care benefits, he or she shall receive an allowance of ninety-three per cent (93%) of her weekly rate of pay.**
- 39.07 **For each week the employee receives a Compassionate Care benefit under the Employment Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the Compassionate Care benefit.**

ARTICLE 39
LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

39.01 For the purpose of this Article, family is defined as:

- (b) children (including foster children, stepchildren or children of the spouse or common-law partner, ward of the employee), grandchild;
- (c) parents (including stepparents or foster parents);
- (d) father-in-law, mother-in-law, brother, sister, stepbrother, stepsister, grandparents of the employee;
- (e) any relative permanently residing in the employee's household or with whom the employee permanently resides;
or
- (f) any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.

NEW
Or

- (g) ***a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.***

39.02 The total leave without pay which may be granted under this article shall not exceed ~~five (5) days~~ **ten (10) days** in a fiscal year.

39.03 Subject to clause 39.02, the Employer shall grant the employee leave with pay under the following circumstances:

- (a) 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 ~~a an elderly~~ member of the employee's family;
- (d) for needs directly related to the birth or to the adoption of the employee's child;

- (e) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
- (f) to provide for the employee's child in the case of an ~~unforeseeable~~ closure of the school or daycare facility;
- (g) one (1) day ~~out of the five (5) days stipulated in clause 40.02 above may be used~~ to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

NEW

- (h) *to visit with a terminally ill family member*

NEW

- (i) *It is recognized by the parties that the circumstances which call for leave in respect of family-related needs 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 39.02 and 39.03.*

ARTICLE 43
BEREAVEMENT LEAVE WITH PAY

- 43.01 When a member of the employee's family dies, an employee shall be entitled to a bereavement leave with pay. Such bereavement leave, 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.
- (a) At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods of a maximum of five (5) working days.
 - (b) When requested to be taken in two (2) periods:
 - (i) The first period must include the day of the memorial commemorating the deceased or must begin within (2) days following the death; and
 - (ii) The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
 - (iii) The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.
- 43.02 An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his/her ~~brother-in-law, sister-in-law,~~ ***aunt, uncle, niece, nephew, cousin*** and grandparents of spouse.
- 43.03 If, during a period of paid 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.
- 43.04 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 43.01 and 43.02.

ARTICLE 46
EDUCATION LEAVE WITHOUT PAY & CAREER DEVELOPMENT LEAVE

Education Leave Without Pay

- 46.01 The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- 46.02 At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to 100 % (one hundred percent) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- 46.03 Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- 46.04 As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

If the employee:

- (a) fails to complete the course,
- (b) does not resume employment with the Employer on completion of the course, or
- (c) ceases to be employed, except by reason of death or lay-off, before termination of the period he/she has undertaken to serve after completion of the course, the employee shall repay the Employer all allowances paid to him/her under this Article during the education leave or such lesser sum as shall be determined by the Employer.

Career Development Leave With Pay

- 46.05 Career development refers to an activity which, in the opinion of the Employer, is likely to be of assistance to the individual in furthering his/her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
- (a) a course given by the Employer;
 - (b) a course offered by a recognized academic institution;
 - (c) a seminar, convention or study session in a specialized field directly related to the employee's work.
- 46.06 Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in clause 45.05 above. The employee shall receive no compensation under the Overtime and the Travelling Time provisions of this collective agreement during time spent on career development leave provided for in this article.
- 46.07 Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.
- 46.08 The Employer will endeavor to respond in writing to requests for leave under clauses 45.01 and 45.06 within a two (2) week period.

Examination Leave with Pay

- 46.09 At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave will ~~only be granted where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his/her qualifications.~~ ***not be unreasonably denied***

NEW
ARTICLE XX
EMERGENCY, QUARANTINE & CONFINEMENT LEAVE

RESERVE

ARTICLE 51
CALL CENTRE EMPLOYEES

RESERVE

NEW
51.01

a) All employees shall be provided the opportunity to participate in at least one (1) day of facilitated training on crisis intervention. In addition, new employees will also receive facilitated training on coping skills upon initial hire.

b) 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.

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

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

ARTICLE 53
PAY ADMINISTRATION

RESERVE

**ARTICLE 55
DURATION**

RESERVE

ANNEX A
HOURLY RATES OF PAY & PAY NOTES

RESERVE

NEW ARTICLE
DOMESTIC VIOLENCE LEAVE

NEW

XX.xx For the purpose of this article, domestic violence is considered to be any form of abuse or neglect that an employee or an employee's child experiences from a family member, or from someone with whom the employee has or had an intimate relationship.

- a.** The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- b.** Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
 - i.** to seek care and/or support for themselves or their child in respect of a physical or psychological injury or disability;
 - ii.** to obtain services from an organization which provides services for individuals who are subject to domestic violence;
 - iii.** to obtain professional counselling;
 - iv.** to relocate temporarily or permanently; or
 - v.** to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- c.** The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) hours in a fiscal year.
- d.** Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.
- e.** Notwithstanding clauses 54.01(b) and 54.01(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

NEW ARTICLE
SOCIAL JUSTICE FUND

NEW

XX.xx The Employer shall contribute one cent (\$0.01) 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 "F"
MEMORANDUM OF UNDERSTANDING
SOCIAL JUSTICE FUND

~~By Memorandum of Understanding dated March 14, 2005, the Treasury Board of Canada and the Public Service Alliance of Canada agreed to "form a joint committee to examine the desirability for the Employer to eventually participate in the funding of the Social Justice Fund established by the PSAC in January 2003."~~

~~The parties agree that any report and/or recommendations issued by the Social Justice Fund Joint Committee shall be examined by the Employer and discussed with the Union.~~

NEW ARTICLE
WHISTLE BLOWING

NEW

XX.XX No employee shall be disciplined or otherwise penalized, including but not limited to, demotion, suspension, dismissal, financial penalty, loss of seniority, advancement or opportunity in the public service, as a result of disclosing any wrongful act or omission, such as an offence against an Act of Parliament, an Act of a legislature of any province or any instrument issued under any such Act; an act or omission likely to cause a significant waste of public money; an act or omission likely to endanger public health or safety or the environment.

JOINT LEARNING PROGRAM

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.

NEW ARTICLE
NO CONTRACTING OUT

RESERVE PENDING DISCUSSION WITH EMPLOYER

NEW
APPENDIX XX
ON THE CONVERSION FROM
TERM TO INDETERMINATE EMPLOYMENT

~~The Employer agrees that any future changes to this policy will be subject to consultation and consensus with the Union.~~

Effective date

This Policy is effective on October 1st, 2018 and replaces the Directive on the Selection of Term Employees for Appointment to Indeterminate Positions (CATI) (Chapter 2-11 in the SSO Employee Handbook – Office) and the Employment Status Directive (CAPI) (Chapter 2-12 in the SSO Employee Handbook – Field).

Application

This Policy applies to Interviewers and Senior Interviewers engaged in the carrying out of survey activities primarily in Statistics Canada Regional Offices (CATI) and Interviewers and Senior Interviewers engaged in the carrying out of survey activities primarily outside Statistics Canada Regional Offices (CAPI).

Objective

This Policy will ensure a national approach to converting term employees to indeterminate status based on merit. This Policy is intended to provide direction to managers and supervisors and information to employees regarding the process.

Guiding principles

- Conversions are based on merit
- Performance evaluations are a key factor in meeting the merit criteria
- Communication is clear, open and transparent
- Conversion will be made on the **3rd 4th** anniversary of employment subject to specified criteria as outlined below

Process

- Data Collection Managers (DCM) will review reports, on a quarterly basis, of employees eligible for conversion
- DCMs will ensure that the employees meet the merit criteria for the conversion
- The following criteria are required:

- A minimum of **three (3)** ~~four (4)~~ years of service, excluding any leaves without pay of a period over 60 days, as of the date of their employment anniversary
- ~~A succeeded rating in their evaluations in the past two (2) consecutive years~~
- Employees who meet the criteria above shall be converted to indeterminate positions on their anniversary date.
- ***Employees who have been in acting positions at a higher level for 3 years, will be converted to indeterminate in that position.***
- Assistant Director/District Manager, as delegated authority, will approve the conversion
- Once employees are confirmed qualified in this process, a letter of offer will be given to the employee for signature
- Compensation will update the employee pay file to change the status from term to indeterminate
- Employees who have not met the criteria will have an opportunity for an informal discussion
- Employees may contact Human Resources for any questions related to this Policy

Transition

~~Employees who meet the criteria above on October 1st, 2018 shall be converted to indeterminate positions on that date.~~

NEW
APPENDIX XX
PERSONAL EQUIPMENT

RESERVE

HOUSE KEEPING AND DISCUSSION ITEMS

1. Gender neutral language. Replace His/Her and He/She with They/Them/Their;
2. Allotment of new survey work to employee's;
3. Accommodation (#135813, adding a definition of accommodation in the collective agreement – link with Employee handbook);
4. Retirement training/seminar (#135857, training availability like the rest of the Public Service);
5. Footwear allowance (#135894);
6. Language training allowance (#135895);
7. Second language premium - bilingual bonus (related to Appendix "A" #135860, #13582, #135892);
8. Child Care;
9. Mental Health in the workplace;
10. Call Centre Employees:
 - a. A 5-minute break for Call Center employees;
 - b. Call Centre Employee Joint Committee
11. Housekeeping-related change.