



**STATISTICAL SURVEY OPERATIONS  
(SSO) – Field Survey Interviewers  
NEGOTIATIONS 2019**

**Bargaining Demands**

**December 2, 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 Field bargaining unit. 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 outside Statistics Canada Regional  
Offices**

## **ARTICLE 2**

### **INTERPRETATION AND DEFINITIONS**

**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 the next quarter as specified in Article 23.05 and revised from time to time to reflect operational requirements. The employee is notified of changes to his/her assigned workweek in writing or electronically where available, at the beginning of each quarter (semaine désignée de travail);

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 by 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 30th day of November 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);

“**day of rest**” applies only when the conditions specified in clauses 23.12 and 23.13 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 performed on a normal working day in excess of the maximum quarterly four hundred eighty-seven and one-half (487 ½) hours at the straight-time rate as specified in Article 23.05 and authorized work performed on a day of rest as established pursuant to clauses 23.12 and 23.13, 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).~~

**“Years of service” means all service within the Public Service and SSO, 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 and SSO within one year following the date of lay-off (Années de service);**

**“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;***

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 8**

### **EMPLOYEE REPRESENTATIVES**

- 8.01 The Employer acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.
- 8.02 The Alliance and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of the organization, the number and distribution of employees and, the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance/adjudication procedure.
- 8.03 The Alliance shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 8.02.
- 8.04
- (a) A representative shall ~~obtain the permission of his/her immediate supervisor before leaving his/her work~~ **be granted leave with pay** to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. ~~Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his/her supervisor before resuming his/her normal duties.~~
  - (b) ~~Where practicable,~~ when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.
- 8.05 The Alliance shall have the opportunity to have an employee representative introduced to ~~new~~ employees, at training sessions, **or as part of any formal orientation program where they exist at SSO** ~~at no cost to the Employer.~~



## ARTICLE 11 INFORMATION

- 11.01 The Employer agrees to supply the Alliance each quarter with the name, region and classification of every employee.
- 11.02 The Employer agrees to supply each employee with a 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 13**  
**JOINT CONSULTATION**

The Union wishes to Reserve on this article and submit a proposal at a later stage.

**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***

\*\*

- 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**

\*\*

- 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.

\*\*

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

14.08 Subject to operational requirements,

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

### **Contract Negotiation Meetings**

\*\*

14.09 The Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Alliance.

### **Preparatory Contract Negotiation Meetings**

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

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

14.11 ~~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.

\*\*

14.12 ~~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**

14.13 ~~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.

14.14 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 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 Reserves the right to add / revise its proposal under this article.*

19.01        The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Alliance, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

**NEW**

**19.02        *The Employer shall inform employees adequately regarding the risks relating to their work, and provide appropriate training so that the employees have the skills and knowledge necessary to safely perform the work assigned to them;***

***To this end, the Employer shall provide 16 hours of paid in-person health and safety training for all employees on an annual basis. The curriculum of such training will be determined jointly in consultation with the Union.***



## ARTICLE 20 JOB SECURITY

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

**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 The Employer will make every reasonable effort to ensure that any reduction in the workforce will be accomplished through attrition.~~

20.03 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.

20.04 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.

20.05 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.

20.06 A person who has been laid-off pursuant to clause 20.03 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.

- 20.07 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 region. **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 20.06 shall continue to be entitled to a priority for appointment for the remainder of the one (1) year period provided in clause 20.06.
- 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 20.03 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;~~
- ~~(c)~~ (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**

23.01 For the purpose of this Article:

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

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

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

23.04 The Employer will ~~attempt to provide an employee with~~ **offer** a minimum workweek of ~~thirteen (13)~~ **twenty (20)** hours, **to all part-time employees.**

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

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

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

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

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

- 23.08 Subject to clause 23.14, the workweek shall be from Monday to Sunday inclusive and the workday shall normally be between the hours of ~~eight (8)~~ **nine (9)** a.m. and **nine (9)** ~~ten (10)~~ p.m. **The normal hours for a regular full-time employee shall be 7.5 per day and 37.5 hours per week.** ~~There are no daily or weekly minimum or maximum hours of work.~~
- 23.09 Employees will submit reports indicating hours traveled and worked, as well as expenses incurred, consistent with the Employer's policy and instructions, on a form or forms, electronically where available, and at times to be determined by the Employer. The employees will be paid accordingly, subject to verification and approval by the Employer. Amendments to such reports shall not be made without notifying the employee in advance.
- 23.10 The Employer agrees to provide employees with as much advance notice as possible of their work assignments and/or changes thereto, utilizing available means of communication, including electronic means where available.
- 23.11 Where, due to the failure of the Employer supplied computer equipment or networks, the Employer reassigns work, previously assigned to an employee, the employee shall be paid in accordance with the number of cases reassigned multiplied by the time per unit (TPU) as determined by the Employer.
- 23.XX Where, due to the failure of the Employer supplied computer equipment or networks, the employee shall be paid a minimum standby rate of four (4) hours per day until the issue is rectified and the employee returns to normal hours of work.**
- 23.12 ~~Notwithstanding clause 23.05,~~ the days of rest provisions of this Agreement shall apply in a week when an employee is required by the Employer to work **five (5)** ~~six (6)~~ consecutive days, at the straight-time rate of pay, irrespective of the number of hours worked in that week. Under those circumstances, **the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>)** day of that week shall be considered as a day **of rest** for the employee. However, this provision shall not apply in a week where the day of rest coincides with a designated holiday in which case, work performed on the designated holiday will be paid in accordance with the provisions of Article 26.
- ~~23.13 The days of rest provisions of this Agreement also apply in a three (3) month period, as specified in clause 23.05, when an employee has worked four hundred eighty-seven and one-half (487 ½) hours at the straight-time rate of pay. The remaining days in that period shall be considered as days of rest, unless one or more of those days coincide with designated holidays, in which case work~~

~~performed on the designated holidays will be paid in accordance with the provisions of Article 26.~~

#### 23.14 Consultation

- (a) ~~Where hours of work, other than those provided in clause 23.08 are in existence when this Agreement is signed~~ **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 23.08, the Employer will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.~~
- (c) Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation purposes. Consultation will be held at the local level for fact finding and implementation purposes.

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

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

#### **NEW**

**23.XX The Employer will 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.XX The Employer shall offer full-time employment (37.5 hours a week) to the top 35% SSO FI employees by years of service applied by region.**

## **ARTICLE 24 OVERTIME**

### **Assignment of Overtime Work**

24.01 Subject to operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis among readily available qualified employees.

### **Overtime Compensation**

24.02 Subject to clause 24.04,

- (a) An employee who is required to work on a normal working day during which he/she works in excess of the maximum **daily hours of work** ~~quarterly four hundred eighty seven and one-half (487½) hours as specified in Article 23.05,~~ is entitled to compensation at time and one-half (1½) for all overtime hours worked on that day.
- (b) An employee who is required to work on a day of rest, as established pursuant to clause 23.12, is entitled to compensation at the rate of time and one-half (1½) for the first seven and one-half (7½) hours and double time thereafter.
- (c) An employee who is required to work on a day of rest, ~~as established pursuant to clause 23.13,~~ shall be compensated as follows:
  - (i) on the first day of rest worked in that period, at the rate of time and one-half (1½) for the first seven and one-half (7½) hours and double time thereafter;
  - (ii) on the second or subsequent day of rest worked in that period, at the rate of double (2) time for all hours worked.

24.03 Notwithstanding clause 24.02 (b) and (c) and subject to clause 24.04, when an employee is required to work on a day of rest, he/she shall be paid the greater of:

- (a) compensation at the applicable overtime rate for all hours worked, or
  - (b) compensation equivalent to four (4) hours' pay at the hourly rate.
- 24.04 An employee is entitled to overtime compensation under clauses 24.02 and 24.03 for each completed period of fifteen (15) minutes of overtime worked:
- (a) when the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions, and
  - (b) when the employee does not control the duration of the overtime work.
- 24.05 Employees shall record starting and finishing times of overtime work in a form determined by the Employer.
- 24.06 Overtime shall be compensated in cash. The Employer shall endeavour to pay overtime compensation by the **second (2<sup>nd</sup>)** ~~eight (8<sup>th</sup>)~~ week after which it is earned.
- 24.07 For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.

**NEW**

**24.XX** *The employee has the right to get compensation for overtime either in pay or paid time off.*



**ARTICLE 25**  
**PREMIUM FOR EVENING AND WEEKEND WORK**

**The Union Reserves the right to make further changes to this article.**

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

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

25.03 Therefore, the parties agree that employees who are required by the Employer to work beyond ~~5~~ **6** p.m. between Monday and Friday and weekends on those projects as identified by the Employer, shall be paid a premium of **three (\$3) dollars** ~~one dollar and ten cents (\$1.10)~~ per hour for all hours, including overtime hours, worked on those projects.

Employees working on projects identified by the Employer as not normally requiring evening and weekend work shall be advised accordingly and shall not be entitled to the **three (\$3) dollars** ~~one dollar and ten cents (\$1.10)~~ per hour premium for hours worked on those projects.

25.04 Notwithstanding clause 25.03, the Employer recognizes that there may be situations where employees working on projects identified by the Employer as not normally requiring evening and weekend work may have to work beyond ~~5~~ **6** p.m. between Monday and Friday or on a weekend to complete their assigned work. In those situations and with the prior approval of the Employer, employees shall be paid a premium of ~~three two dollars (\$2.00)~~ **(\$3)** per hour for those hours worked after ~~5~~ **6** p.m. between Monday and Friday and on weekends.

**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) *Truth and Reconciliation Day (September 30)***
- (e f) Canada Day,
- (f g) Labour Day,
- ~~(g h)~~ the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- ~~(h i)~~ Remembrance Day,
- († j) Christmas Day,
- (j-k) Boxing Day,
- ~~(k l)~~ **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,
- († m) 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, 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 27**

### **TRAVELLING TIME**

*This Article does not apply when employees travel from their residence within and/or beyond the distance specified in the definition of 'Headquarters area' in the National Joint Council Travel Directive to conduct field survey work on a regular basis. Under those circumstances employees are paid for hours travelled and worked and reimbursed for expenses incurred consistent with the Employer's policy and instructions in accordance with Article 23.09.*

- 27.01 Other than as specified above, travelling time is compensated for only in the circumstances and to the extent provided in this Article.
- 27.02 When an employee is required to travel outside his/her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 27.03 and 27.04. Travelling time shall include time necessarily spent at each stop-over en route ~~provided such stop-over is not longer than three (3) hours.~~
- 27.03 For the purposes of clauses 27.02 and 27.04, the travelling time for which an employee shall be compensated is as follows:
- (a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.
  - (b) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or work place.
  - (c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.
- 27.04 If an employee is required to travel as set forth in clauses 27.02 and 27.03:
- (a) On a normal working day on which the employee travels but does not work, the employee shall be paid at the straight-time rate of pay for all hours travelled.

- (b) On a normal working day on which the employee travels and works, the employee shall be paid at the straight-time rate of pay for all hours travelled and worked.
- (c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable rate for hours travelled to a maximum of ~~twelve (12)~~ **fifteen (15)** hours' pay at the straight- time rate of pay.
- (d) Employees on travel status are guaranteed a minimum six (6) hours pay per day or actual hours worked, whichever is greater.**

27.05 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer.

***Employees who are required to travel and perform work for the employer, and leave their regular work assignment while on travel status, shall be entitled to either resume their work or receive guaranteed hours based on the employee's AWW upon their return.***

#### **Travel Status Additional Compensation**

- (a) An employee who is required to travel outside his/her headquarters area on government business, as these expressions are defined by the Employer, and is away from his/her permanent residence for forty (40) nights during a fiscal year shall be entitled to one (1) day's pay. The employee shall be entitled to one (1) additional day's pay for each twenty (20) nights that the employee is away from his/her permanent residence to a maximum of eighty (80) additional nights.
- (b) The maximum number of paid days earned under this clause shall not exceed five (5) days in a fiscal year and will be paid at the employee's hourly rate of pay in effect when they are earned.
- (c) The number of hours to be paid for each day earned under this clause will be established by dividing the employee's assigned workweek in effect when the day is earned by five (5).
- (d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars.

## **ARTICLE 29**

### **LEAVE - GENERAL**

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

29.02 Therefore, the parties agree that:

(a) **part-time** employees shall be paid a percentage amount of all straight-time hours in lieu of vacation leave credits, as outlined in Article 30

and

(b) **part-time** employees shall be paid ~~four percent (4%)~~ **six percent (6%)** of all straight-time hours worked in lieu of leave with pay.

29.03 Notwithstanding the above, the parties recognize that employees may not be available to perform their duties in certain circumstances for which leave with pay may be granted. The provisions governing leave with pay are outlined in Article 14 and in Articles 31 and 32.

29.04 In addition, the parties also recognize that employees may at times not be available to perform their duties for various reasons and are therefore entitled to leave without pay. The provisions governing leave without pay are outlined in Article 14 and Articles 33 to 44.

29.05 Leave with or without pay will only be granted during those days in which employees are required to perform their duties.

For the purpose of clarification:

(a) leave with or without pay will be granted in accordance with the provisions of this agreement when the employee's absence causes the Employer to reassign the work.

(b) leave with or without pay will not be granted when work is not reassigned, and therefore, no leave form is required in these circumstances

29.06 When leave with or without pay is granted, it will be granted based on the employee's assigned workweek at the time the leave is taken, with a day of leave being equal to one-fifth (1/5) of the employee's assigned workweek. The total amount of leave that may be granted in a week shall not exceed the employee's assigned workweek.

29.07 Except as otherwise specified in this Agreement:

- (a) where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be deducted from “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating the percentage payable in lieu of vacation leave credits;
- (b) time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

29.08 An employee shall not be granted two (2) different types of leave with pay in respect of the same period of time.

## **ARTICLE 30**

### **VACATION LEAVE**

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

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

- (a) six percent (6%) of all straight-time hours worked until the month in which the anniversary of the employee's ~~eight (8th)~~ **fifth (5<sup>th</sup>)** year of service occurs;
- (b) eight percent (8%) of all straight-time hours worked commencing with the month in which the employee's ~~eight (8th)~~ **fifth (5<sup>th</sup>)** anniversary of service occurs;
- (c) ~~eight decimal four percent (8.4%) of all straight-time hours worked commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~
- (d) ~~eight decimal eight percent (8.8%) of all straight-time hours worked commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~
- (e) nine decimal five percent (9.5%) of all straight-time hours worked commencing with the month in which the employee's ~~eighteenth (18th)~~ **tenth (10<sup>th</sup>)** anniversary of service occurs;
- (f) ~~ten decimal three percent (10.3%) of all straight-time hours worked commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;~~
- (g) eleven decimal five percent (11.5%) of all straight-time hours worked commencing with the month in which the employee's ~~twenty-eighth (28th)~~ **twenty-third (23<sup>rd</sup>)** anniversary of service occurs.

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

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

- (a) an employee entitled to six percent (6%) of all straight-time hours worked, shall be entitled to time away from work for a period of three (3) weeks during a vacation year;
- (b) an employee entitled to eight percent (8%) of all straight-time hours worked, shall be entitled to time away from work for a period of four (4) weeks during a vacation year;
- (c) ~~an employee entitled to eight decimal four percent (8.4%) of all straight-time hours worked, shall be entitled to time away from work for a period of four decimal four (4.4) weeks during a vacation year;~~
- (d) ~~an employee entitled to eight decimal eight percent (8.8%) of all straight-time hours worked, shall be entitled to time away from work for a period of four decimal six (4.6) weeks during a vacation year;~~
- (e) an employee entitled to nine decimal five percent (9.5%) of all straight-time hours worked, shall be entitled to time away from work for a period of five (5) weeks during a vacation year;
- (f) ~~an employee entitled to ten decimal three percent (10.3%) of all straight-time hours worked, shall be entitled to time away from work for a period of five decimal four (5.4) weeks during a vacation year;~~
- (g) an employee entitled to eleven decimal five percent (11.5%) of all straight-time hours worked, shall be entitled to time away from work for a period of six (6) weeks during a vacation year.

30.05 An employee is entitled to time away from work for vacation purposes ~~in~~ **for** periods as little as one day, or one or more weeks at a time. For the purpose of this article, one (1) week consists of any ~~seven (7)~~ **five (5)** consecutive days.

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



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

30.08 The Employer shall give an employee ~~as much notice as is practicable and reasonable~~ of approval, denial, alteration or cancellation of a request for time away from work ***within fourteen (14) calendar days upon receiving the employee's request.*** In the case of denial, alteration or cancellation of such time away from work, the Employer shall give written reason therefore, upon written or electronic request from the employee.

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

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

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

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

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

#### Carry-Over Provisions

30.12

- (a) Where in any vacation year, an employee has not used all of the vacation leave without pay credited to him/her, the unused portion of his/her vacation leave up to a

maximum of ~~one hundred and fifty (150)~~ **one hundred and eighty-seven and a half (187.5)** hours of credits shall be carried over into the following vacation year.

- (b) the total amount of vacation leave without pay that an employee may have to his/her credit on March 31st shall not exceed ~~one hundred and fifty (150)~~ **one hundred and eighty-seven and a half (187.5)** hours.

**ARTICLE 31**  
**BEREAVEMENT LEAVE WITH PAY**

31.01 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 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.

31.02 An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his/her ~~brother-in-law, sister-in-law,~~ ***aunt, uncle, niece, nephew, cousin*** and grandparents of spouse.

31.03 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.

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

31.05 An employee shall be paid for the number of hours that would have been paid but for the bereavement leave.

**ARTICLE 33**  
**SICK LEAVE WITHOUT PAY**

**RESERVE**

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

33.02 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury, he/she was unable to perform his/her duties, shall, when delivered to the Employer, be considered as meeting the requirements of clause 33.01.

***33.03 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.***

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

**ARTICLE 34**  
**INJURY ON DUTY LEAVE**

34.01 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.

34.02 The amount of leave provided will be in accordance with the employee's Assigned Work Week in place at the time of the incident.

**ARTICLE 35**  
**MATERNITY-RELATED JOB MODIFICATION OR LEAVE**

- 35.01 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 (52<sup>nd</sup>) 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.
- 35.02 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.~~
- 35.03 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.
- 35.04 Where reasonably practicable, the Employer shall modify the employee's job functions.

- 35.05 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.~~
- 35.06 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 36**  
**MATERNITY LEAVE WITHOUT PAY**

**RESERVE**

**ARTICLE 37**  
**PARENTAL LEAVE WITHOUT PAY**

**The Union wishes to Reserve on this article and submit a proposal at a later stage.**

**ARTICLE 38**  
**LEAVE WITHOUT PAY FOR THE CARE OF FAMILY**

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

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

~~38.02 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.

38.03 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 39**  
**COMPASSIONATE CARE LEAVE AND CAREGIVING LEAVE**

- 39.01 ~~Notwithstanding the definition of "family" in Article 2 and notwithstanding paragraph 38.02 (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.
- 39.02 ~~The leave without pay described in 39.01 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 38.02 (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.~~
- 39.03 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.
- 39.04 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** 39.01 and ~~39.02~~ above cease to apply.

**NEW**

- 39.05 **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 40**  
**LEAVE WITHOUT PAY FOR FAMILY-RELATED RESPONSIBILITIES**

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

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

**NEW**

**Or**

- (h) ***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.***

**40.02** 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.

**40.03** Subject to clause 40.02, the Employer shall grant the employee leave without 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 ~~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 without pay for a period greater than and/or in a manner different than that provided for in clauses 40.02 and 40.03.*

**NEW**  
**ARTICLE XX**  
**EMERGENCY, QUARANTINE & CONFINEMENT LEAVE**

The Union wishes to Reserve on this article and submit a proposal at a later stage.

**ARTICLE 49**  
**PAY ADMINISTRATION**

The Union wishes to Reserve on this article and submit a proposal at a later stage.



**ARTICLE 51**  
**DURATION**

*Reserve*

**ANNEX A**  
**HOURLY RATES OF PAY**

*Reserve*

**ANNEX "H"**  
**MEMORANDUM OF UNDERSTANDING**  
**PERSONAL EQUIPMENT**

The Union wishes to Reserve on this article and submit a proposal at a later stage.

**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***

The Union wishes to *Reserve* pending discussion with the 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 **3<sup>rd</sup>** ~~4<sup>th</sup>~~ 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.~~

## **HOUSEKEEPING AND DISCUSSION ITEMS**

1. **Gender neutral language. Replace His/Her and He/She with They/Them/Their.**
2. **Allotment of new survey work to employees**
3. **Home as the HQ for FI employees, for purpose of travel as well as H&S issues.**
4. **OT for airport workers (article 24)**
5. **Stats Can email address**
6. **Child Care**
7. **Mental Health in the workplace**
8. **Communications between employees**
9. **Training**