



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

# STATISTICALS SURVEY OPERATIONS (SSO) – ~~R.O. Interviewers~~ NEGOTIATIONS 2019

Bargaining Demands #2

July 7, 2021

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)~~ **Data Collection Officers**. 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

## **Statisticals 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

### Interpretations and Definitions

**The Union reserves the right to make further changes to this article, pending discussions at the table and relevant changes throughout the CA.**

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 **for part-time employees**, 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

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 **for part-time employees** 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~~ **CIRB date, and order number...**(unité de négociation);

**“common-law spouse partner”**: a common-law spouse partner 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 he immediately preceding completed period of continuous employment;~~

**“daily rate of pay” (taux de rémunération journalier)**  
**means an employee’s weekly rate of pay divided by five (5).**

**“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;**

***It is recognized by the employer that a core full-time workforce of 35% of all those employed as Data Collection Officers, in each province and territory, shall be maintained by SSO. Such conversion to full-time indeterminate status shall be offered on the basis of years of service.***

**“Employer”** means Her Majesty in right of Canada, as represented by Statistics Canada 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 for part-time employees.***

**“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 partner” (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.~~

***“weekly rate of pay” (taux de rémunération hebdomadaire) means an employee’s annual rate of pay divided by fifty-two decimal one hundred and seventy-six (52.176).***

**“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*);

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*.

## Article14

### 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 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.

**(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.**

14.09 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.

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

### **Contract Negotiation Meetings**

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.

### **Board of Directors meetings, Executive Board meetings and conventions**

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.

### ***New***

***14.16 The Employer will grant leave without pay to an employee who is elected as a full-time official of the Alliance within one (1) month after notice is given to the Employer of such election. The duration of such leave shall be for the period the employee holds such office.***

## Article 17

### Sexual Harassment

17.01 The Alliance and the Employer recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the work place.

17.02

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

17.03 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.

17.04 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 the *Privacy Act*.

## **Article 19**

### **Health and Safety**

- 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.

## Article 20

### Job Security

20.01 The Employer recognizes the importance of retaining the services of qualified employees. In the event that hours of work are eliminated for an indeterminate **part-time** 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.

#### **(Renumbered accordingly)**

20.02 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.

20.03 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.

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

20.05 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.

20.06 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 **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 20.05 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, ***non-recurring*** 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.

***New***

***20.11 In accordance with the purposes set forth in this Article, a short-term employee shall mean an employee, hired from outside, to fill a temporary requirement for a specified period of time. The hiring of employees to fill short-term requirement shall not derogate from the requirement to fill vacancies and new positions of an indeterminate nature or reduce the hours of work offered to existing indeterminate employees.***

## Article 23

### Hours of Work

- 23.01 For the purpose of this Article:
- (a) a week shall consist of seven (7) consecutive days beginning at 00:00 hours Monday morning and ending at 24:00 hours Sunday.
  - (b) a day shall consist of a twenty-four (24) hour period commencing at 00:00 hours.
- 23.02 Nothing in this Agreement **article** shall be construed as guaranteeing minimum or maximum hours of work. ***In no case shall this permit the Employer to reduce the hours of work of a full-time employee permanently.***
- 23.03 Employees may be required to register their attendance in a form or in forms to be determined by the Employer.
- 23.04 Subject to clause 23.17, the scheduled workweek shall be a maximum of thirty-seven and one-half (37 ½) hours from Monday to Sunday inclusive and the scheduled workday shall be a maximum of seven and one-half (7½) consecutive hours, exclusive of a meal period, between the hours of six ~~(6)~~ **eight (8)** a.m. and **ten (10) pm** ~~midnight~~.
- 23.05
- (a) The Employer will provide two (2) rest periods of fifteen (15) minutes each for each scheduled workday during which an employee is required to work six (6) or more consecutive hours, exclusive of a meal period, except on occasions when operational requirements do not permit;
  - (b) The Employer will provide one (1) rest period of fifteen (15) minutes for each scheduled workday during which an employee is required to work less than six (6) consecutive hours, exclusive of a meal period, except on occasions when operational requirements do not permit.
- 23.06 An unpaid meal period will be provided for each workday of five (5) consecutive hours or more. Subject to operational requirements, the Employer will arrange meal periods at times convenient to the employees.
- 23.07 The Employer will attempt to provide ~~an employee~~ **a part-time employee** with a minimum workweek of thirteen (13) hours.

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

23.08

- (a) The Employer shall set up a master hours of work schedule of at least twenty-eight (28) calendar days, posted ~~seven (7)~~ **thirty (30)** days in advance, which will cover the normal requirements of the work area.
- (b) Notice of regular hours of work will reflect a period of at least twenty-eight (28) calendar days.
- (c) **Normal hours of work for full-time 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.

Where an employee is required to work on such days off, the employee will ~~be paid at the straight-time rate for all hours worked subject to Article 24, Overtime~~ **shall be paid overtime in accordance with the provisions of article 24.05.**

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.

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

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

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

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

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

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

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

23.14 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.**

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

23.16 Consultation (original language is same as PA)

(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.~~

(b) 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.

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

23.18 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.

23.19 ~~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.***

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

***NEW 23.21 The Employer will maximize hours of work for existing employees in accordance with 23.19 before hiring new employees.***

***NEW 23.22 Notwithstanding the hours of work provisions in this collective agreement, employees originally hired as RO Interviewers (Data Collection Officers) should be assigned field work on voluntary basis and the same should apply to employees originally hired as Field Interviewers (Data Collection Officers) when being assigned to RO work.***

## Article 24

### Overtime

24.01 For the purpose of this Article:

- (a) "maximum workweek" means thirty-seven and one-half (37 ½) hours from Monday to Sunday inclusive;
- (b) "maximum workday" means seven and one-half (7 ½) consecutive hours, exclusive of a meal period, between the hours of ~~six (6)~~ **eight (8)** a.m. and **ten (10) pm** ~~midnight~~.

### Assignment of Overtime Work

24.02

- (a) 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.
- (b) Except in cases of emergency or mutual agreement with the employee, the Employer shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.

### Overtime Compensation

~~24.03 Subject to clause 24.10, an employee who is required to work overtime in excess of the maximum workday or the maximum workweek is entitled to compensation at time and one-half (1½) for all overtime hours worked.~~

***An employee who is required to work overtime on his or her scheduled workday is entitled to compensation at time and one half (1 1/2) for the first seven decimal five (7.5) consecutive hours of overtime worked and at double (2) time for all overtime hours worked in excess of seven decimal five (7.5) consecutive hours of overtime in any contiguous period.***

24.04 The days of rest provisions of this Agreement apply only in a week when an employee meets the conditions specified in clauses 23.11 or 23.12.

For the purpose of clause 24.05, when an employee has worked **five (5)** ~~six (6)~~ consecutive days and thirty-seven and one-half (37½) hours or less in a week, the **six (6<sup>th</sup>)** ~~seventh (7<sup>th</sup>)~~ day of that week shall be considered as the employee's first day of rest.

## General

24.05 Subject to clause 24.10:

- (a) an employee who is required to work on a first day of rest is entitled to compensation at the rate of time and one-half (1½) for the first seven and one-half (7½) hours and double (2) time thereafter;
- (b) an employee who is required to work on a second day of rest is entitled to compensation at double (2) time. Second day of rest means the second day in an unbroken series of two (2) consecutive and contiguous calendar days of rest.

24.06 Subject to clause 24.10, when an employee is required to report for work and reports on a day of rest, he/she shall be paid the greater of:

- (i) compensation at the applicable overtime rate, or
- (ii) compensation equivalent to four (4) hours' pay at the hourly rate of pay, except that the minimum of four (4) hours' pay shall apply only the first time that an employee reports for work during a period of eight (8) hours, starting with the employee's first reporting.

24.07 If an employee reports for work after being given instructions before the termination of his/her workday, or at any earlier time of day, to work overtime at a specified time on a regular working day for a period which is not contiguous to his/her scheduled workday, he/she shall be paid for actual overtime worked at time and one-half (1½) or a minimum of four (4) hours' pay at straight-time, whichever is the greater.

24.08 When an employee is required to report for work and reports under the conditions described in clauses 24.05 and 24.07, and is required to use transportation services other than normal public transportation services, he/she shall be reimbursed for reasonable expenses incurred as follows:

- (a) kilometric allowance at the rate normally paid to an employee when authorized by the Employer to use his/her automobile when the employee travels by means of his/her own automobile,

or

- (b) out-of-pocket expenses for other means of commercial transportation.

24.09 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than his/her normal place of work, time spent by the employee reporting to work or returning to his/her residence shall not constitute time worked.

24.10 An employee is entitled to overtime compensation under clauses 24.03, 24.05, 24.06 and 24.07 for each completed period of fifteen (15) minutes of overtime worked:

- (a) when the overtime worked 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.

24.11 Employees shall record starting and finishing times of overtime work in a form determined by the Employer.

24.12 ~~Overtime shall be compensated in cash.~~ **Overtime shall be compensated with a payment, except that, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.** The Employer shall endeavour to pay overtime compensation by the eighth (8th) week after which it is earned.

**The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.**

**Compensatory leave earned in a fiscal year and outstanding on September 30 of the following fiscal year, shall be paid at the employee's rate of pay.**

**At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, at the employee's hourly rate of pay at the time of the request.**

24.13

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following his/her scheduled hours of work, shall be reimbursed his/her expenses for one meal in the amount of ~~twelve ten~~ dollars ~~(\$10.00)~~ **(\$12.00)** except where free meals are provided.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided for in (a) above, he/she shall be reimbursed for one additional meal in the amount of ~~twelve ten~~ dollars ~~(\$10.00)~~ **(\$12.00)** except where free meals are provided.

- (c) Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that he/she may take a meal break either at or adjacent to the employee's place of work.
- (d) Meal allowances under this clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

24.14 Compensation under this Article shall not be paid for overtime worked by an employee at courses, training sessions, conferences and seminars unless the employee is required to attend by the Employer.

24.15 For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.

## Article 25

### Evening and Weekend Premiums

#### Evening Premium

25.01 An employee whose hours of work are scheduled to extend beyond 5:00 p.m. will receive a premium of ~~three two~~ **three** dollars (~~\$2.00~~ **\$3.00**) for each hour worked, including overtime hours, between 5:00 p.m. and ~~8 6~~ a.m.

#### Weekend Premium

25.02 An employee whose hours of work are scheduled on a weekend will receive an additional premium of ~~three two~~ **three** 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 accordingly**

- ~~(f)(e)~~ Canada Day,
- ~~(g)(f)~~ Labour Day,
- ~~(h)(g)~~ the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- ~~(i)(h)~~ Remembrance Day,
- ~~(j)(i)~~ Christmas Day,
- ~~(k)(j)~~ Boxing Day,
- ~~(l)(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,
- ~~(m)(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) thereafter.

## Article 27

### Travelling Time

27.01 For the purpose of this Agreement, 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 purpose 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 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 receive his/her regular pay for the day.
- (b) On a normal working day on which the employee travels and works, the employee shall be paid:
  - (i) his/her regular pay for the day for a combined period of travel and work not exceeding his/her regular scheduled working hours,

and

- (ii) at the applicable overtime rate for additional travel time in excess of his/her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed fifteen (15) hours' pay at the straight-time rate of pay.
- (c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of 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.**

**Part-time 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.**

27.05 This Article does not apply to an employee when he/she travels by any type of transport in which the employee is required to perform work, and/or which also serves as his/her living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:

- (a) on a normal working day, his/her regular pay for the day, or
- (b) pay for actual hours worked in accordance with Article 26, Designated Paid Holidays and the overtime provisions specified in Article 24.

27.06 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.

## **Article 28**

### **Religious Observance**

28.01 The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations.

28.02 Employees may, in accordance with the provisions of this Agreement, request annual leave, leave without pay for other reasons or a shift exchange in order to fulfill their religious obligations

28.03 An employee who intends to request leave under this Article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

## Article 29

### Leave - General

#### 29.01

- (a) When an employee becomes subject to this Agreement, his/her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his/her earned hourly leave credits shall be reconverted into days, with one day being equal to seven and one-half (7½) hours.
- (b) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave will be equal to the number of hours of work scheduled for the employee for the day in question.

#### 29.02

- (a) Unless otherwise specified, employees shall be entitled to the benefits provided under this Agreement in the same proportion as their weekly hours of work compare with thirty- seven and one-half (37 ½) hours.
- (b) Notwithstanding clause 29.02 (a), there shall be no pro-rating of a “day” in Article 42, Bereavement Leave with Pay.

29.03 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect to the same period of time.

29.04 In the event of termination of employment for reasons other than incapacity, death or lay- off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the pay level of the employee on the date of his/her termination of employment.

29.05 An employee shall not earn leave credits under this Agreement in any month for which leave has already been credited to him/her under the terms of any other collective agreement to which the Employer is a party or under other rules or regulations of the Employer.

29.06 Leave will only be provided:

- (a) during those periods in which employees are scheduled to perform their duties;
- or

(b) where it may displace other leave as prescribed in this Agreement.

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 vacation leave;

(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 The amount of earned but unused leave with pay credited to an employee by the Employer at time of signing of this agreement, or at the time when the employee becomes subject to this agreement shall be retained by the employee.***

## Article 30

### Vacation Leave

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 (8<sup>th</sup>) 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 (8<sup>th</sup>) 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 (16<sup>th</sup>) 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 (17<sup>th</sup>) 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 (18<sup>th</sup>) 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 (27<sup>th</sup>) 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 (28<sup>th</sup>) anniversary of service occurs;

\*\*

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

***b) For the purpose of clause 30.02 only, effective April 1, 2012, on a go forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on class B or C service, shall also be included in the calculation of vacation leave credits.***

### **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.

### **Scheduling of Vacation Leave With Pay**

30.05

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

**(b) *Vacation scheduling:***

***i. Employees will submit their annual leave requests for the summer leave period on or before April 15, and on or before September 15 for the winter leave period. The Employer will respond to such requests no later than May 1, for the summer leave period and no later than October 1, for the winter holiday season leave period.***

(c) 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.

(d) 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~~ **two hundred and sixty-two decimal five (262.5) 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)~~ **two hundred and sixty-two decimal five (262.5)** 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)~~ **two hundred and sixty-two decimal five (262.5)** 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)~~ **two hundred and sixty-two decimal five (262.5)** hours shall be paid in cash at the employee's hourly rate of pay for his/her substantive position on March 31<sup>st</sup> of the previous fiscal year.

- c) The total amount of vacation leave that an employee may have to his/her credit on March 31<sup>st</sup>, shall not exceed ~~one hundred and eighty-seven decimal five (187.5)~~ **two hundred and sixty-two decimal five (262.5)** 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.

***Upon the signing of this collective agreement, earned but unused vacation leave credits without pay accumulated by the Field Interviewers shall be carried and used at their discretion during their future employment at SSO.***

### **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.
- (b) The employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled under clause 30.10 (a) to be reimbursed for reasonable expenses incurred by him/her.

### **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 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.

### **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

***An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which the employee receives pay for at least seventy-five (75) hours.***

31.01 An ***part-time*** 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.

#### 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).

***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.***

31.06 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 **subject to the deduction of such advanced leave from any sick leave credits subsequently earned**, 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.~~

31.07 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.

31.08 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

***Sick leave credits earned but unused by an employee during a previous period of employment in the public service shall be restored to an employee whose employment was terminated due to the end of a specified period of employment, and who is reappointed in the core public administration within one (1) year from the end of the specified period of employment.***

The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity pursuant to paragraph 12(1)(e) of the Financial Administration Act at a date earlier than the date at which the employee will have used his or her accumulated sick leave credits except where the incapacity is the result of an injury or illness for which injury-on-duty leave has been granted pursuant to **Article 37.**

## Article 47

### Leave With or Without Pay for Other Reasons

47.01 At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his/her reporting for duty. Such leave shall not be unreasonably withheld;
- (b) leave with or without pay for purposes other than those specified in this Agreement.

#### 47.02 Personal Leave

~~Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, an employee shall be granted each fiscal year, a single period of up to one (1) day or two (2) periods of up to one-half (1/2) day each of leave with pay for reasons of a personal nature.~~

~~The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.~~

~~Applications for Personal Leave made within five (5) working days may be granted at the Employer's discretion.~~

#### 47.03 Volunteer Leave

~~Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, an employee shall be granted, in each fiscal year, a single period of up to one (1) day or two (2) periods of up to one-half (1/2) day each of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.~~

~~The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.~~

~~Applications for Volunteer Leave made within five (5) working days may be granted at the~~

Employer's discretion.

**~~Effective on April 1<sup>st</sup> of the year following the signing of the collective agreement, the previous provision is replaced with the following:~~**

47.02 Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, two (2) days of leave with pay for reasons of a personal nature. This leave can be taken in periods of one (1) day or one-half (1/2) day each.

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.

Applications for Personal Leave made within five (5) working days may be granted at the Employer's discretion.

**~~Effective on April 1<sup>st</sup> of the year following the signing of the collective agreement, clause 47.03, Volunteer Leave, is deleted from the Collective Agreement.~~**

~~47.04 For the purpose of clauses 47.02 and 47.03, when leave 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. At the request of the employee, the employee's scheduled hours for the day of the leave will be amended to reflect one fifth (1/5) of the employee's assigned workweek whether or not the employee's scheduled hours for that day are in excess of or less than one fifth (1/5) of the employee's assigned workweek.~~

## Article 51

### Call Centre Employees

**51.01 Employees working in call centres shall be provided five (5) consecutive minutes not on a call for each hour not interrupted by a regular break or meal period.**

#### **51.02**

**a. All call centre 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 call centre 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.

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

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

## Article 53

### Pay Administration

53.01 Except as provided in this Article, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

53.02 An employee is entitled to be paid for services rendered at the pay specified in Annex "A" of this Agreement, for the classification of the position to which the employee is appointed.

53.03 The rates of pay set forth in Annex "A" of this Agreement shall become effective on the date specified therein.

53.04 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

53.05 If, during the term of this Agreement, a new classification standard is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Alliance the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

53.06 When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least three (3) consecutive working days, the employee shall be paid acting pay calculated from the date on which he/she commenced to act as if he/she had been appointed to that higher classification level for the period in which he/she acts.

**When the regular payday for an employee falls on his or her day of rest, every effort shall be made to issue his/her cheque on the employee's last working day, provided it is available at his/her regular place of work.**

## ANNEX "A"

**INTERVIEWERS AND SENIOR INTERVIEWERS**  
***Data Collection Officers***

HOURLY RATES OF PAY

***Effective December 1, 2018 – 2.8%***

***Effective December 1, 2019 – 2.2%***

***Effective December 1, 2020 – 1.5%***

***Plus a 9% wage market adjustment to Interviewer (Data Collection Officers) positions to close the gap between positions at SSO and equivalent positions at Treasury Board, namely those classified as CR3. The 9% shall apply on December 1, 2018 prior to the application of the general economic increase.***

**ANNEX “A”**

**PAY NOTES**

**Market Adjustment**

- a) ~~Effective December 1, 2016~~, employees shall be paid on the ‘X’ scale at the rate nearest to, but not less than their rates of pay as of close of business on ~~November 30, 2016~~.
- b) Movement to the ‘X’ scale does not affect the pay increment period of employees

**Pay Increments**

- (a) The pay increment period for all employees shall be fifty-two (52) weeks.
- (b) Subject to the Employer’s pay increment policy, employees shall be eligible to move to the next step in the rates of pay after they have been at their current step for a total of fifty-two (52) weeks. The pay increment date shall be the first (1<sup>st</sup>) Monday following the fifty-two (52) week pay increment period.

**Promotions**

- (a) An employee at the Interviewer level who is promoted to the Senior Interviewer level will move to the minimum step in the ~~Senior Interviewer~~ level rates of pay.
- (a) Notwithstanding the above, an employee at the fourth level or at the maximum rate of pay of the Interviewer level who is promoted to the ~~Senior Interviewer~~ level will move to the second step in the Senior Interviewer level rates of pay.

### ~~Second Language Premium~~

The Public Service Alliance of Canada and Statistics Survey Operations do hereby agree that, during the term of this collective agreement, where the Employer determines that a position within the scope of this collective agreement must be occupied by an employee who is fluent in *an **additional second language(s)***, such employee shall be paid a premium of forty-one cents (\$.41) per hour for all hours worked at the straight-time rate, ***for each additional language, up to a total of 4 languages. For added clarity, the language premium shall apply for each language*** per hour for all hours worked at the straight-time rate.

## **ANNEX “B”**

### **MEMORANDUM OF UNDERSTANDING**

#### **RECLASSIFICATION**

##### **GENERAL**

1. This Memorandum of Understanding shall remain in effect until amended or canceled by mutual consent of the parties.
2. The Treasury Board Regulations respecting Pay on Reclassification or Conversion shall apply to Statistical Survey Operations.
3. This Memorandum of Understanding supersedes the Treasury Board Regulations respecting Pay on Reclassification or Conversion where the Regulations are inconsistent with the Memorandum of Understanding.
4. Where the provisions of any collective agreement differ from those set out in this Memorandum of Understanding, the conditions set out in this Memorandum of Understanding shall prevail.
5. This Memorandum of Understanding will form part of this collective agreement with effect from the date of signing of this collective agreement.

This Memorandum of Understanding shall apply to the incumbents of positions which will be reclassified to a group and/or level having a lower attainable maximum rate of pay after the date this Memorandum of Understanding becomes effective.

1. Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.
2. Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In respect to the pay of the incumbent, this may be cited as Salary Protection Status and subject to Section 3 (b) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level.
3.
  - a. The Employer will make a reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group and/or level of the position.
  - b. In the event that an incumbent declines an offer of transfer to a position as in (a) above in the same geographic area, without good and sufficient reason, that

incumbent shall be immediately paid at the rate of pay for the reclassified position.

4. Employees subject to section 3, will be considered to have transferred (as defined in the Public Service Terms and Conditions of Employment Regulations) for the purpose of determining increment dates and rates of pay.

## 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 - 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 "H"  
MEMORANDUM OF UNDERSTANDING  
***PERSONAL EQUIPMENT-Expenses Allowance***

***In recognition of expenses incurred by an employee for using personal equipment during the performance of their duties while working fully or partially from home, an employee shall:***

- 1. Be entitled to a personal expenses allowance for any personal equipment utilized by the employee in the performance of their duties on behalf of the Employer. The amount of the allowance shall be fifty dollars (\$50.00) per pay period.***
- 2. Be reimbursed for the full cost of internet, through the provider of their choice.***
- 3. Be provided with a T2200 form for extra expenses, as per CRA guidelines.***

ANNEX “H”-X - MEMORANDUM OF UNDERSTANDING  
*Supporting Employee Wellness and Mental Health in the Workplace*  
**BETWEEN STATISTICS SURVEY OPERATIONS AND THE PUBLIC SERVICE ALLIANCE  
OF CANADA WITH RESPECT TO MENTAL HEALTH**

~~This memorandum of understanding is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada regarding issues of employee wellness and mental health in the workplace.~~

~~The parties agree that the findings and conclusions of the joint Treasury Board/PSAC Task Force on supporting employee wellness will be considered in the next round of collective bargaining. The parties agree to continue the current practice of working collaboratively to address concerns with respect to employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.~~

~~The parties further agree to form a joint sub-committee to review the analysis and recommendations of the PSAC and Treasury Board technical committee on mental health convened in accordance with the PSAC and Treasury Board PA collective agreement which expires June 20, 2018.~~

~~The SSO - PSAC subcommittee will be comprised of an equal number of Union and Employer representatives. The subcommittee will meet to consider the recommendations of the technical committee within sixty (60) days of the receipt of said recommendations or within sixty (60) days of the signing of this collective agreement - whichever comes last.~~

~~The SSO-PSAC subcommittee will complete its work within one (1) year.~~

***This Memorandum of Understanding is to recognize the joint commitment of the Statistics Survey Operations (SSO or the Employer) to address issues of mental health in the workplace in collaboration with the Public Service Alliance of Canada (the PSAC).***

***In 2015, the Treasury Board of Canada and the PSAC entered into a Memorandum of Understanding with respect to mental health in the workplace as part of the collective agreement which established the Joint Task Force on Mental Health (the Joint Task Force).***

***The Treasury Board of Canada, based on the work of the Joint Task Force and in collaboration with the PSAC, created the Centre of Expertise on Mental Health in 2017 focused on guiding and supporting federal organizations to successfully implement measures to improve mental health in the workplace by implementing***

***the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard). To this end, the Centre of Expertise on Mental Health was given and shall continue to have:***

- ***central, regional and virtual presence;***
- ***an evolving mandate based on the needs of stakeholders within the federal public service; and***
- ***a dedicated and long-term funding from Treasury Board.***

***Building on the work of the Joint Task Force and Treasury Board, the SSO will work in collaboration with the National Occupational Health and Safety Policy Committee to implement the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard). To this end, the parties will co-develop Mental Health Strategy and Action Plan.***

***The Mental Health Strategy shall focus on three strategic goals that will contribute to achieving our mutual vision:***

- ***Strengthen the culture;***
- ***Prevention; and***
- ***Support.***

***A key element of the Strategy is continuous improvement and the ability to measure and report back in order to ensure accountability and cultivate positive culture change. The Employer will continue to consult with the Union through the National Occupational Safety and Health Policy Committee (NOSH PC), Mental Health Sub-Committee on a regular basis, and at a minimum once a year, to monitor the Mental Health strategy's action plan.***

***This Memorandum of Understanding expires on XX, 20XX.***

APPENDIX XX - MEMORANDUM OF UNDERSTANDING BETWEEN STATISTICS  
SURVEY OPERATIONS AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH  
RESPECT TO CHILD CARE

***This Memorandum of Understanding is to give effect to the agreement reached between Statistics Survey Operations (SSO or the Employer) and the Public Service Alliance of Canada (the Alliance) regarding the issue of childcare facilities and employee access to information on childcare.***

***Following completion of the Treasury Board of Canada and PSAC Joint National Child Care Committee (JNCCC)'s work and building on its report, the parties agree to establish a time-limited, joint working group co-chaired by a representative of the PSAC and an Employer representative (Working Group). The Working Group will explore the concrete issues at Statistics Survey Operations relating to childcare facilities and facilitating employee access to information on childcare, and provide advice and analysis with respect to them. The Working Group will be comprised of an equal number of union and Employer representatives.***

***The Working Group will meet within ninety (90) days of the signing of this collective agreement.***

***The Working Group will determine its work plan and associated timeframes.***

***This Memorandum of Understanding expires on XX, 20XX.***

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

**XX.01 The parties recognize the importance of supporting the health, safety and wellbeing of employees and the public in the process of carrying out their duties. The Employer will be guided by and adhere to Public Health directives in cases of emergency public health situations such as a pandemic.**

**XX.02 An employee is entitled to leave with pay for time lost due to:**

- Quarantine, where they are unable to work as certified by a qualified medical practitioner, Public Health Authority or Medical Officer of Health;**
- Confinement, where they are unable to work due to self-isolation or are otherwise prevented from attending to their duties due to exposure or potential exposure to a communicable disease as certified by a qualified medical practitioner, Public Health Authority or Medical Officer of Health;**
- Testing, where an Employee who may have been exposed to a communicable disease requires testing as determined by a certified medical practitioner, Public Health Authority, or Medical Officer of Health;**
- Emergency, to assist a family member who has been quarantined, subject to confinement, or is required to undergo testing as certified by a qualified medical practitioner, Public Health Authority or Medical Officer of Health;**

**XX.03 Leave with pay granted to an employee as per this article shall be without charge to sick or any other leave credits. Employees may not be obliged by the Employer to work from home if they are deemed eligible for Emergency, Quarantine and Confinement leave.**

## NEW ARTICLE - DOMESTIC VIOLENCE LEAVE

### NEW

***XX.01 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 XX.01(b) and XX.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.***

## JOINT LEARNING PROGRAM

### **MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A JOINT LEARNING PROGRAM**

***Statistics 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 – add to the CA as a new appendix

### 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.
- 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.~~

## **HOUSE KEEPING AND DISCUSSION ITEMS**

- 1. Gender neutral language. Replace His/Her and He/She with They/Them/Their.**
- 2. Accommodation (What is Employer policy on this?).**
- 3. Retirement training / seminar (Reserve).**
- 4. Housekeeping-related change.**