



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

STATISTICS SURVEY OPERATIONS (SSO) – **Data Collection Officers** NEGOTIATIONS 2019

Bargaining Demands

May 12, 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.

Article 1

Purpose of Agreement

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Alliance and the employees and to set forth herein certain terms and conditions of employment for all employees described in the certificate issued by the Public Service Staff Relations Board on ~~January 27, 2000./ November 30, 2000.~~ (To be updated as per new certificate once issued)

1.02 The parties to this Agreement share a desire to improve the quality of the Statistics Canada Survey Operations and to promote the well-being and increased efficiency of its employees to the end that the people of Canada will be well and efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship where members of the bargaining unit are employed.

Article 3 Application

3.01 The provisions of this Agreement apply to the Alliance, the employees and the Employer.

3.02 Both the English and French texts of this Agreement shall be official.

3.03 In the French version of this Agreement, the purpose of adding “/e” to the word “employé/e” is to reflect the presence of both men and women within the bargaining unit. It is understood that the feminine gender was omitted from the remainder of the text solely for ease of reading. (To be updated as per gender neutral language)

Article 4 State Security

4.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulations given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

Article 5 Precedence of Legislation and the Collective Agreement

~~5.01 In the event that any law passed by Parliament, applying to employees, renders null and void any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.~~

5.01 In the event that any law passed by Parliament, applying to employees *covered by this Agreement*, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

Article 6 Managerial Responsibilities

6.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in Statisticals Survey Operations.

Article 7 Recognition

7.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the Public Service Staff Relations Board on the 27th day of January, 2000, covering all employees engaged in the carrying out of survey activities ~~primarily in the Statistics Canada Regional Offices~~ **at Statistics Survey Operations.** (To be updated as per new certificate once issued)

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 at the work place 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. **The employer shall provide a minimum two (2) days notice to the union prior to any orientation meetings.**

Article 9 Use of Employer Facilities

9.01 Reasonable space on bulletin boards, in convenient locations, including electronic bulletin boards ~~where available~~, will be made available to the Alliance for the posting of official Alliance notices. The Alliance shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Alliance, including the names of the Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

9.02 The Employer will endeavour to facilitate the distribution of official Alliance notices to employees. Subject to the Employer's approval, this information will be distributed by inclusion in the current monthly mailing or, where made available, by electronic means of communication. ~~The Alliance shall endeavour to avoid requests for distribution of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. The Employer's approval shall not be unreasonably withheld.~~

9.03 The Employer will also continue its present practice of making available to the Alliance specific locations on its premises for the placement of reasonable quantities of literature of the Alliance.

9.04 A duly accredited representative of the Alliance may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer.

9.05 The Alliance shall provide the Employer with a list of such Alliance representatives and shall advise promptly of any change made to the list.

Article 10 Check-off

10.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.

10.02 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.

10.03 For the purpose of applying clause 10.01, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.

10.04 An employee who satisfies the Alliance as to the bona fides of his or her claim and declares in an affidavit that ~~he/she is~~ **they are** a member of a religious organization whose doctrine prevents ~~him/her~~ **them**, as a matter of conscience, from making financial contributions to an employee organization, and that ~~he/she~~ **they** will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved. The Alliance will inform the Employer accordingly.

10.05 No employee organization as defined in Section 2 of the *Federal Public Sector Labour Relations Act*, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees.

10.06 The amounts deducted in accordance with clause 10.01 shall be remitted to the Comptroller of the Alliance within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

10.07 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.

10.08 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

ARTICLE 11 Information

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

11.01 The Employer agrees to supply the Alliance each quarter with the name, region, and classification **and if available, personal email, telephone and mailing address** of every employee.

11.02 ~~The Employer agrees to supply each employee with a **printed** copy of the collective agreement and will endeavour to do so within one (1) month after receipt from the printer **the signing of the collective agreement.**~~

Revised Union counter propose:

11.02 The Employer agrees to supply each employee with a ~~**printed**~~ copy of the collective agreement and will endeavour to do so within one (1) month after receipt from the printer ***the signing of the agreement. For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to this agreement or supplied a printed copy, when requested by an employee.***

Article 12 Employees on Premises of Other Employers

12.01 If employees are prevented from performing their duties because of a strike or lock-out on the premises of other employers, the employees shall report the matter to the Employer, and the Employer will make reasonable efforts to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.

ARTICLE 13 Joint Consultation

13.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.

13.02 Within five (5) days of notification of consultation served by either party, the Alliance shall notify the Employer in writing of the representatives authorized to act on behalf of the Alliance for consultation purposes.

13.03 Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

13.04 Without prejudice to the position the Employer or the Alliance may wish to take in the future about the desirability of having the subjects dealt with by the provisions of a collective agreement, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.

Article 15 Illegal Strikes

15.01 The *Federal Public Sector Labour Relations Act* provides penalties for engaging in illegal strikes. Disciplinary action may also be taken, which will include penalties up to and including termination of employment pursuant to section 12(2)(c) of the *Financial Administration Act*, for participating in an illegal strike as defined in the *Federal Public Sector Labour Relations Act*.

Article 16 No Discrimination

16.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, gender identity and expression, family status, marital status, mental or physical disability, membership or activity in the Alliance, or a conviction for which a pardon has been granted.

16.02

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

16.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.

Article 18 Technological Change

18.01 In this Article, "Technological Change" means:

- (a) the introduction by the Employer of equipment or material of a different nature than that previously utilized,

and
- (b) a change in the Employer's operation directly related to the introduction of that equipment or material.

18.02 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

18.03 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) days written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

18.04 The written notice provided for in clause 18.03 will provide the following information:

- (a) The nature and degree of the technological change;
- (b) The date or dates on which the Employer proposes to effect the technological change;
- (c) The location or locations involved;
- (d) The approximate number and type of employees likely to be affected by the technological change;
- (e) The effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.

18.05 As soon as reasonably practicable after notice is given under clause 18.03, the Employer shall consult meaningfully with the Alliance concerning the rationale for the change and the topics referred to in clause 18.04 on each group of employees, including training.

18.06 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

18.07 The parties have agreed that, in cases where, as a result of technological change, the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, Article 20 – Job Security will apply.

Article 21 Discipline

21.01 When an employee is suspended from duty or terminated in accordance with paragraph 12(2)(c) of the *Financial Administration Act*, the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.

21.02 The Employer shall notify the local representative of the Alliance as soon as possible that such suspension or termination has occurred.

21.03 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him/her or to render a disciplinary decision concerning him/her, the employee is entitled to have, at his/her request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of two (2) days' notice of such a meeting.

21.04 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

21.05 Any document or written statement related to disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

ARTICLE 22

Grievance Procedure

Individual Grievances

22.01 Subject to and as provided in section 208 of the *Federal Public Sector Labour Relations Act*, an employee may present an individual grievance to the Employer if he/she feels aggrieved:

- (a) by the interpretation or application, in respect of the employee, of:
 - i) a provision of a statute or regulation, or of a direction or other instrument made or issued by the Employer, that deals with terms and conditions of employment;
 - or
 - ii) a provision of the collective agreement or an arbitral award;
- or
- (b) as a result of any occurrence or matter affecting his or her terms and conditions of employment.

Group Grievances

22.02 Subject to and as provided in section 215 of the *Federal Public Sector Labour Relations Act*, the Alliance may present a group grievance to the Employer on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of the collective agreement or an arbitral award.

- (a) In order to present a group grievance, the Alliance must first obtain the written consent of each of the employees concerned.
- (b) A group grievance shall not be deemed to be invalid by reason only of the fact that the consent is not in accordance with the form supplied by the Employer.
- (c) A group grievance must relate to employees in this bargaining unit.

Policy Grievances

22.03 Subject to and as provided in section 220 of the *Federal Public Sector Labour Relations Act*, the Alliance or the Employer may present a policy grievance in respect of the interpretation or application of the collective agreement or of an arbitral award

- (a) A policy grievance may be presented by the Alliance only at the final level of the grievance procedure, to an authorized representative of the Employer. The Employer shall inform the Alliance of the name, title and address of this representative.
- (b) The grievance procedure for a policy grievance by the Employer shall also be composed of a single level, with the grievance presented to an authorized representative of the Alliance. The Alliance shall inform the Employer of the name, title and address of this representative.

Grievance Procedure

22.04 For the purposes of this Article, a grievor is an employee or, in the case of a group or policy grievance, the Alliance.

22.05 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause a grievor to abandon a grievance or refrain from exercising the right to present a grievance, as provided in this Collective Agreement.

22.06 The parties recognize the value of informal discussion between employees and their supervisors and between the Alliance and the Employer to the end that problems might be resolved without recourse to a formal grievance. When notice is given that an employee or the Alliance, within the time limits prescribed in clause 22.14, wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

22.07 A grievor wishing to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the employee's immediate supervisor or local officer- in-charge who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,

and

- (a) provide the grievor with a receipt stating the date on which the grievance was received.

22.08 A grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.

22.09 Subject to and as provided for in the *Federal Public Sector Labour Relations Act*, a grievor who feels treated unjustly or aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 22.07, except that:

(a) where there is another administrative procedure provided by or under any Act of Parliament to deal with the grievor's specific complaint such procedure must be followed,

and

(b) where the grievance relates to the interpretation or application of this Collective Agreement or an Arbitral Award, an employee is not entitled to present the grievance unless he has the approval of and is represented by the Alliance.

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) 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.

22.11 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.

22.12 This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the

attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Alliance.

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.

22.14 A grievor may present a grievance to the first level of the procedure in the manner prescribed in clause 22.07, not later than the twenty-fifth (25th) day after the date on which the grievor is notified or on which the grievor first becomes aware of the action or circumstances giving rise to the grievance. The Employer may present a policy grievance in the manner prescribed in clause 22.03 not later than the twenty-fifth (25th) day after the date on which the Employer is notified orally or in writing or on which the Employer first becomes aware of the action or circumstances giving rise to the policy grievance.

22.15 A grievor may present a grievance at each succeeding level in the grievance procedure beyond the first level either:

(a) where the decision or settlement is not satisfactory to the grievor, within ten (10) days after that decision or settlement has been conveyed in writing to the grievor by the Employer,

or

(b) where the Employer has not conveyed a decision to the grievor within the time prescribed in clause 22.16, within fifteen (15) days after presentation by the grievor of the grievance at the previous level.

22.16 The Employer shall normally reply to a grievance at any level of the grievance procedure, except the final level, within ten (10) days after the grievance is presented, and within twenty (20) days where the grievance is presented at the final level except in the case of a policy grievance, to which the Employer shall normally respond within thirty (30) days. The Alliance shall normally reply to a policy grievance presented by the Employer within thirty (30) days.

22.17 Where an employee has been represented by the Alliance in the presentation of the employee's grievance, the Employer will provide the appropriate representative of the Alliance with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

22.18 The decision given by the Employer at the Final Level in the grievance procedure shall be final and binding upon the employee unless the grievance is a class of grievance that may be referred to adjudication.

22.19 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.

22.20 Where the provisions of clause 22.07 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the Employer. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present the grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

22.21 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the grievor and, where appropriate the Alliance representative.

22.22 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels except the final level may be eliminated by agreement of the Employer and the grievor, and, where applicable, the Alliance.

22.23 Where the Employer demotes or terminates an employee for cause pursuant to paragraph 12(2)(c) or (d) of the *Financial Administration Act*, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be presented at the final level only.

22.24 A grievor may by written notice to the immediate supervisor or officer-in-charge abandon a grievance.

22.25 Any grievor who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond the grievor's control, the grievor was unable to comply with the prescribed time limits.

22.26 Where a grievance has been presented up to and including the final level in the grievance procedure with respect to:

- (a) the interpretation or application of a provision of this Collective Agreement or a related Arbitral Award, or

- (b) disciplinary action resulting in termination of employment, demotion, suspension or financial penalty under paragraph 12(2)(c) of the *Financial Administration Act*,

and the grievance has not been dealt with to the grievor's satisfaction, it may be referred to adjudication in accordance with the provisions of the *Federal Public Sector Labour Relations Act and Regulations*.

22.27 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of the employee of a provision of this Agreement or an Arbitral Award, the employee is not entitled to refer the grievance to adjudication unless the Alliance signifies:

- (a) its approval of the reference of the grievance to adjudication, and
- (b) its willingness to represent the employee in the adjudication proceedings.

Expedited Adjudication

22.28 The parties agree that any adjudicable grievance may be referred to the following expedited adjudication process:

- (a) At the request of either party, a grievance that has been referred to adjudication may be dealt with through Expedited Adjudication with the consent of both parties.
- (b) When the parties agree that a particular grievance will proceed through Expedited Adjudication, the Alliance will submit to the Federal Public Sector Labour Relations and Employment Board (FPSLREB) the consent form signed by the grievor or the bargaining agent.
- (c) The parties may proceed with or without an Agreed Statement of Facts. When the parties arrive at an Agreed Statement of Facts it will be submitted to the FPSLREB or to the Adjudicator at the hearing.
- (d) No witnesses will testify.
- (e) The Adjudicator will be appointed by the FPSLREB from among its members who have had at least three (3) years' experience as a member of the Board.
- (f) Each Expedited Adjudication session will take place in Ottawa, unless the parties and the FPSLREB agree otherwise. The cases will be scheduled jointly by the parties and the FPSLREB, and will appear on the FPSLRB schedule.

- (g) The Adjudicator will make an oral determination at the hearing, which will be recorded and initialed by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.
- (h) The Adjudicator's determination will be final and binding on all the parties, but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court.
- (h) The Adjudicator's determination will be final and binding on all the parties, but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court

ARTICLE 32/24
Injury on Duty Leave

32.01 An employee shall be granted injury-on-duty leave with pay for such period ~~as may be reasonably determined by the Employer~~ **certified by a Workers' Compensation authority** when a claim has been made pursuant to the Government Employees' Compensation Act, and a workers' compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct,

or

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

if the employee agrees to remit to the Receiver General of Canada any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

ARTICLE 33/35
MATERNITY-RELATED JOB MODIFICATION OR LEAVE

Article agreed to by the parties as per PSAC pattern.

Article 34
Medical Appointment for Pregnant Employees

34.01 Up to half a day of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

34.02 Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

ARTICLE 35/36
Maternity Leave Without Pay

Article agreed to by the parties as per PSAC pattern.

Article 36/37
Parental Leave Without Pay

Article agreed to by the parties as per PSAC pattern.

ARTICLE 37/38
Leave Without Pay for the Care of the Family

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

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

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

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

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

ARTICLE 38/39
COMPASSIONATE CARE LEAVE AND CAREGIVING LEAVE

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

NEW

- 38.05 *Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.***

ARTICLE 39/40
Leave With Pay for Family-Related Responsibilities

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

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

NEW

Or

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

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

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

- (a) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- (b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- (c) to provide for the immediate and temporary care of ~~a an elderly~~ member of the employee's family;
- (d) for needs directly related to the birth or to the adoption of the employee's child;

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

NEW 39.04 (as per current PA language)

Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 39.03(b) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

Article 40/41 Leave Without Pay for Personal Needs

40.01 Leave without pay will be granted for personal needs in the following manner:

- (a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- (c) an employee is entitled to leave without pay for personal needs only once under each of paragraphs (a) and (b) of this article during the employee's total period of employment with Statistical Survey Operations. Leave without pay granted under this article may not be used in combination with maternity or parental leave without the consent of the Employer.

**Article 41/42
One Time Vacation Leave**

41.01 After the completion of two (2) years continuous employment with Statistics and Survey Operations and providing an employee gives the Employer at least five (5) days' notice, an employee shall be credited with a one-time entitlement of five days' vacation leave with pay. **(Explanatory Note: An employee can benefit from this specific provision of five (5) days of vacation leave with pay only once.)**

~~42.01 After the completion of two (2) years continuous employment with Statistical Survey Operations and providing an employee gives the Employer at least five (5) days' notice, an employee shall be credited with a one-time entitlement of five (5) days' vacation leave without pay.~~

~~The amount of one time vacation leave provided will be calculated in accordance with the employee's Assigned Work Week in effect during the period of the requested leave. (Explanatory Note: An employee can benefit from this specific provision of five (5) days of vacation leave without pay only once).~~

**Article 42/43
Leave Without Pay for Relocation of Spouse**

41.01 At the request of the employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.

**ARTICLE 43/31
BEREAVEMENT LEAVE WITH PAY**

Add this as per PSAC pattern and renumber rest of the article:

For the purpose of this article, "family" is defined per Article 2 and in addition:

- a. 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. An employee shall be entitled to bereavement leave under 43.01(a) only once during the employee's total period of employment in the public service.***

43.01 When a member of the employee's family dies, an employee shall be entitled to a bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. ***During such period the***

employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

- (a) At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods of a maximum of five (5) working days.
- (b) When requested to be taken in two (2) periods:
 - (i) The first period must include the day of the memorial commemorating the deceased or must begin within (2) days following the death; and
 - (ii) The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
 - (iii) The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.

43.02 An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his/her brother-in-law, sister-in-law, and grandparents of spouse.

43.03 If, during a period of paid leave, an employee is bereaved in circumstances under which he/she would have been eligible for bereavement leave with pay under clauses 43.02 and 43.03, the employee shall be granted bereavement leave with pay.

43.04 It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 43.02 and 43.03.

**Article 44/32
Court Leave**

44.01 The Employer shall grant leave with pay to an employee for the period of time he/she is required:

- (a) to be available for jury selection;
- (b) to serve on a jury;
- (c) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice,
 - (ii) before a court, judge, justice, magistrate or coroner,
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,or
- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

**Article 45
Personnel Selection Leave**

45.01 Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the Public Service, as defined in the *Federal Public Service Labour Relations Act*, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his/her presence is so required.

ARTICLE 46
EDUCATION LEAVE WITHOUT PAY & CAREER DEVELOPMENT LEAVE

Education Leave Without Pay

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

If the employee:

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

Career Development Leave With Pay

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

Examination Leave with Pay

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

Article 48/45 Restriction on Outside Employment

- 48.01 Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer.

Article 49/46
Statement of Duties

~~49.01— Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his/her position, including the classification level and an organization chart depicting the position's place in the organization.~~

46.01 Upon written or electronic request, where such electronic means of communication are made available, an employee shall be provided with a complete and current statement of the duties and responsibilities of his/her position, including the classification level and an organization chart depicting the position's place in the organization **(FI CA Language)**

Article 50/47
Employee Performance Review and Employee Files

50.01

- (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his/her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (b) The Employer's representative(s) who assess(es) an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.

50.02

- (a) Prior to an employee performance review the employee shall be given:
 - (i) the evaluation form which will be used for the review;
 - (ii) any written document which provides instruction to the person conducting the review;

- (b) if during the employee performance review, either the form or instructions are changed they shall be given to the employee.

50.03 Upon written request of an employee, the personnel file of that employee shall be made available once per year for his/her examination in the presence of an authorized representative of the Employer.

Article 52/48 Severance Pay

52.01 Under the following circumstances and subject to clause 52.02, an employee shall receive severance benefits calculated on the basis of his or her averaged weekly rate of pay:

(a) Lay-Off

- (i) On the first lay-off, for the first complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more but less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- (ii) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under 52.01(a)(i).

(b) Rejection on Probation

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) weeks' pay.

(c) Death

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

(d) Termination for Cause for Reasons of Incapacity

When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to Section 12(2)(d) of the *Financial Administration Act*, one week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

52.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 52.01 and 52.06 be pyramided.

For greater certainty, payments made pursuant to 52.05 to 52.09 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

52.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled on the date of the termination of his/her employment.

52.04 Notwithstanding the provisions of this Article, the amount of the severance benefit to be paid shall be calculated as follows: to determine the number of complete years of continuous employment in respect of which the severance benefit is to be paid, the period of continuous employment eligible for severance pay shall be established and the total of all straight-time hours worked in that period shall be divided by nineteen hundred and fifty (1950). The number of complete years of employment so established shall be multiplied by the appropriate weekly rate of pay to produce the severance benefit.

52.05 Appointment to another Public Service Employer

An employee who resigns to accept an appointment with another organization listed in Schedule I, IV or V of the *Financial Administration Act* shall be paid any outstanding payment in lieu of severance, if applicable under Annex C.

52.06 Employees who were subject to the payment in lieu of severance pay for the elimination of severance pay for voluntary separation (resignation and retirement) and who opted to defer their payment, the former provisions outlining the payment are found in Annex C.

**Article 54/50
Agreement Reopener**

54.01 This Agreement may be amended by mutual consent.

**Article 55/51
Duration**

55.01 The duration of this collective agreement will be from ***December 1, 2018 to November 30, 2021*** inclusively.

55.02 Unless otherwise expressly stipulated, the provisions of this collective agreement shall become effective on ***date of signing. February 15, 2019; the date of issuance of Arbitral Award File Number 585-24-39021.***

ANNEX « C » / Annex B
MEMORANDUM OF UNDERSTANDING

Archived Provisions for the Elimination of Severance Pay for Voluntary Separations
(Resignation and Retirement)

This annex is to reflect language agreed to by the Employer and the Public Service Alliance of Canada for the elimination of severance pay for voluntary separations (resignation and retirement) on March 30, 2015. These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.

Article 50 Severance Pay

Effective April 29, 2015, Articles 50.01(b) and (d) are deleted from the collective agreement.

50.01 Under the following circumstances and subject to clause 50.02, an employee shall receive severance benefits calculated on the basis of his or her averaged weekly rate of pay:

(a) Lay-Off

(i) On the first lay-off, for the first complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more but less than twenty (20) years of continuous employment, of four (4) weeks' pay for employees with twenty or more years of continuous employment, plus one (1) week's pay for each additional year of continuous employment, and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

(ii) On the second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under

(b) Resignation

On resignation, subject to clause 50.01(d) and with ten (10) or more years of continuous employment, one-half week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) week's pay.

(c) Rejection on Probation

On rejection on probation, when an employee has completed more than (1) year of continuous employment and ceases to be employed by reason of rejection during a

probationary period, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) weeks' pay.

(d) Retirement

(i) On retirement, when an employee is entitled to an immediate annuity under the Public Service Superannuation Act or when he or she is entitled to an immediate annual allowance, under the Public Service Superannuation Act;

(ii) an employee, who regularly works more than thirteen and one-half but less than thirty (30) hours a week, and who, if he/she were a contributor under the Public Service Superannuation Act, a severance payment in respect to the employee's complete period of continuous employment comprised of one (1) week's for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay.

(e) Death

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) weeks' pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

(f) Termination for Cause for Reasons of Incapacity

When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to Section 12(2)(d) of the Financial Administration Act, one week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

50.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 50.01 and 50.06 be pyramided.

**For greater certainty, payments made pursuant to 50.05 to 50.09 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

50.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled on the date of the termination of his-her employment.

50.04 Notwithstanding the provisions of this Article, the amount of severance benefit to be paid shall be calculated as follows: to determine the number of complete years of continuous employment in respect of which the severance benefit is to be paid, the period of continuous employment eligible for severance pay shall be established and the total of all straight time hours worked in that period shall be divided by nineteen hundred and fifty (1950). The number of complete years of employment so established shall be multiplied by the appropriate weekly rate of pay to produce the severance benefit.

50.05 Appointment to another Public Service Employer

An employee who resigns to accept an appointment with another organization listed in Schedule I, IV or V of the Financial Administration Act shall be paid all severance pay resulting from the application of 50.01.

50.06 Severance Termination

(a) Subject to 50.02 above, ongoing employees employed by Statistics Survey Operations on the 30th day following the date of this award shall be entitled to a severance payment equal to one {1} week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one {1} week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks. (Explanatory Note: On the 30th day following the date of this award was April 29, 2015.)

(b) Subject to 50.02 above, term employees employed by Statistics Survey Operations on the 30th day following the date of this award shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks. (Explanatory Note: On the 30th day following the date of this award was April 29, 2015.)

Terms of Payment

50.07 Options

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

(a) as a single payment at the rate of pay of the employee's substantive position as of the 30th day following the date of this award. (Explanatory Note: As of the 30th day following the date of this award was April 29, 2015.) or

(b) as a single payment at the time of the employee's termination of employment from Statistical Survey Operations, based on the rate of pay of the employee's substantive position at the date of termination of employment from Statistical Survey Operations, or

(c) as a combination of (a) and (b), pursuant to 50.08(c).

50.08 Selection of Option

(a) The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement. (Explanatory Note: Three months following the official date of the issuance of the present Arbitral Award was June 29, 2015.)

(b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement. (Explanatory Note: Six months from the official date of the issuance of the present Arbitral Award was September 29, 2015.)

(c) The employee who opts for the option described in 50.07(c) must specify the number of complete weeks to be paid out pursuant to 50.07(a) and the remainder to be paid out pursuant to 50.07(b).

(d) An employee who does not make a selection under 46.08(b) will be deemed to have chosen option 50.07(b).

50.09 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee who resigns from an organization listed in Schedule I, IV or V of the Financial Administration Act in order to take a position with the Employer, and is appointed to a position in the ~~Regional Office Interviewer~~ bargaining unit where, at the date of appointment, provisions similar to those in 50.01(b) and (d) are still in force.

(a) Subject to 50.02 above, on the date an ongoing employee becomes subject to this Agreement after the 30th day following the date of this award, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment. (Explanatory Note: After the 30th day following the date of this award was April 29, 2015.)

(b) Subject to 50.02 above, on the date a term employee becomes subject to this Agreement after the 30th day following the date of this award, he or she shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment. (Explanatory Note: After the 30th day following the date of this award was April 29, 2015.)

(c) An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 50.08; however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

(d) An employee who does not make a selection under 50.09(c) will be deemed to have chosen option 50.07(b).

ANNEX « D »
MEMORANDUM OF UNDERSTANDING
DENTAL CARE PLAN

The Public Service Alliance of Canada and Statistical Survey Operations do hereby agree that, during the term of this collective agreement, the Dental Care Plan, as agreed to between the Treasury Board and the Public Service Alliance of Canada and as amended from time to time, shall apply to the employees covered by this collective agreement.

ANNEX « E »
MEMORANDUM OF UNDERSTANDING
NATIONAL JOINT COUNCIL DIRECTIVES

The Public Service Alliance of Canada and Statistical Survey Operations do hereby agree that, during the term of this collective agreement, the following National Joint Council directives, as amended from time to time, shall apply to the employees covered by this collective agreement with the exception that the grievance procedure to be followed shall be the Statistical Survey Operations grievance procedure, specified in Article 22 of this Agreement.

Travel Directive
Relocation Directive
Occupational Health and Safety Directive
Public Service Health Care Plan Directive
Isolated Posts and Government Housing Directive

~~The Public Service Alliance of Canada and Statistical Survey Operations do hereby agree that, during the term of this collective agreement, the following National Joint Council directives, as amended from time to time, shall apply to the employees covered by this collective agreement with the exception that the grievance procedure to be followed shall be the Statistical Survey Operations grievance procedure, specified in Article 22 of this Agreement.~~

~~Travel Directive
Isolated Posts and Government Housing Directive
Public Service Health Care Plan Directive
Occupational Health and Safety Directive~~

ANNEX "G"
MEMORANDUM OF UNDERSTANDING

OPERATIONAL REQUIREMENTS

The employer agrees that when an employee is denied leave because of operational requirements, it will disclose to the employee what those operational requirements are. The Employer shall give written reason therefore, upon written request from the employee.