

Statistical Survey Operations

Interviewers and Senior Interviewers engaged in the
carrying out of survey activities

**primarily outside Statistics Canada Regional
Offices**

Expiry date: November 30, 2018

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Arbitral Award
File: 585-24-39032
The Public Service
Alliance of Canada and
Statistical Survey
Operations

*Asterisks denote changes from the previous Collective Agreement (Arbitral Award)

**Asterisks denote changes from the previous Collective Agreement (Agreed in direct 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 November 30, 2000.

1.02 The parties to this Agreement share a desire to improve the quality of the Statistical 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 2**

Interpretation and Definitions

2.01 For the purpose of this Agreement:

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

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

*

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

The assigned workweek is used to determine eligibility for the dental plan and to determine eligibility for and to calculate premiums and benefits for Disability Insurance (DI), Superannuation (Pension), and death benefits. It is also used for the administration of benefits such as severance pay during periods of leave without pay.

In the event that an employee believes that his/her assigned workweek is inconsistent with his/her actual hours, the employee may request a review by the Employer. In the event that the review confirms such inconsistencies, the Employer will make every reasonable effort to correct such inconsistencies accordingly, on a go forward basis, for the following pay period

“bargaining unit” means the employees of the Employer described in the certificate issued by the Public Service Staff Relations Board on the 30th day of November, 2000 (unité de négociation);

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

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

“day of rest” applies only when the conditions specified in clauses 23.12 and 23.13 are met (jour de repos);

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

**

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

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

**

“family” except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, daughter-in-law, son-in-law and any relative permanently residing in the employee’s household or with whom the employee permanently resides.

“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);

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

“overtime” means authorized work performed on a normal working day in excess of the maximum quarterly four hundred eighty-seven and one-half (487 ½) hours at the straight-time rate as specified in Article 23.05 and authorized work performed on a day of rest as established pursuant to clauses 23.12 and 23.13, but does not include time worked on a holiday (heures supplémentaires).

**

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

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

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

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

**

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

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

Article 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.

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 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 Statistical 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 30th day of November, 2000, covering all employees engaged in the carrying out of survey activities primarily outside of Statistics Canada Offices.

Article 8

Employee Representatives

8.01 The Employer acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.

8.02 The Alliance and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of the organization, the number and distribution of employees and, the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance/adjudication procedure.

8.03 The Alliance shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 8.02.

8.04

- (a) A representative shall obtain the permission of his/her immediate supervisor before leaving his/her work 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, at no cost to the Employer.

Article 9

Use of Employer Facilities

9.01 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.

9.02 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.

9.03 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 a member of a religious organization whose doctrine prevents him/her, as a matter of conscience, from making financial contributions to an employee organization, and that he/she 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.

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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

11.01 The Employer agrees to supply the Alliance each quarter with the name, region and classification of every employee.

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

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 a provincial, municipal, commercial or industrial employer, 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 14**

Leave With or Without Pay for Alliance Business

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

**

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

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

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

**

14.02 The Employer will grant leave without pay:

- (a) to an employee who represents the Alliance in an application for certification or in an intervention,

and
- (b) to an employee who makes personal representations with respect to a certification.

**

14.03 The Employer will grant leave with pay:

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

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

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

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

Adjudication

14.06 When operational requirements permit, the Employer will grant leave with pay to an employee who is:

- (a) a party to the adjudication,
- (b) the representative of an employee who is a party to an adjudication, and
- (c) a witness called by an employee who is a party to an adjudication.

Meetings During the Grievance Process

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

14.08 Subject to operational requirements,

- (a) when the Employer originates a meeting with a grievor, he or she will be granted "on duty" status, whether the meeting is held within or outside the grievor's headquarters area;

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

Contract Negotiation Meetings

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

Preparatory Contract Negotiation Meetings

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

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

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

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

Representatives' Training Courses

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

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

****Article 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 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 clause 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 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 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 employee, the Employer will endeavour to offer that employee other available field

survey work for which the employee is qualified, within a reasonable geographic area, as determined by the Employer, so that the employee can continue to work from his/her residence.

**

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

**

20.03 When the Employer determines that the services of an indeterminate employee are no longer required beyond a specified date due to lack of work, the Employer shall advise the employee in writing, one hundred and twenty (120) days in advance, that his or her services will no longer be required as of that date.

20.04 It is the policy of the Employer to maximize employment opportunities for indeterminate employees affected by work force adjustment situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them. This should not be construed as the continuation of a specific position or job but rather as continued employment.

20.05 Since indeterminate employees who are affected by work force adjustment situations are not themselves responsible for such situations, it is the responsibility of the Employer to ensure that they are treated equitably and, whenever possible, given every opportunity to continue their careers as SSO employees.

**

20.06 A person who has been laid-off pursuant to clause 20.03 is entitled to a priority for appointment without competition to a position in SSO for which, in the opinion of the Employer which shall not be unreasonably exercised, he/she is qualified. This priority is accorded for one (1) year following the lay-off date.

20.07 The reappointment of a laid-off person shall normally be at the same level and increment step as that previously held by the employee, but this does not preclude an appointment to a lower level.

**

20.08 If an indeterminate employee accepts an appointment to a lower level where the maximum rate of pay is less than the employee's previous rate of pay, that employee shall be appointed to the maximum rate of pay of the lower level. Such employees shall be entitled to a priority for appointment to positions at his/her previous level in their respective region.

**

20.09 An indeterminate employee who has been laid-off and who is reappointed to a term position pursuant to clause 20.06 shall continue to be entitled to a priority for

appointment for the remainder of the one (1) year period provided in clause 20.06.

**

20.10 Nothing in the foregoing shall restrict the Employer's right to engage or appoint persons to meet short-term requirements. However employees whose employment was terminated pursuant to clause 20.03 shall be given priority even for these short-term work opportunities.

****Article 21**

Discipline

21.01 When an employee is suspended from duty or terminated in accordance with section 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 endeavor 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
- (b) 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.

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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) levels in the grievance procedure. These levels shall be as follows:

- (a) Level 1 – District Manager / Assistant Director (Operations) of the Region;
- (b) Level 2 – Director of the Region;
- (c) Level 3 – Director General – Collection and Regional Services Branch;
- (d) 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, and changes thereto, shall be communicated to employees by means of notices prepared by the Employer and included in the monthly mailing as soon as possible after the signing of this agreement or otherwise as determined by agreement between the Employer and the Alliance. New employees will receive this information in their documentation package.

22.13 An employee may be assisted and/or represented by the Alliance when presenting a grievance at any level. The Alliance 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.

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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

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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 FPSLREB 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.

Article 23

Hours of Work

23.01 For the purpose of this Article:

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

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

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

23.04 The Employer will attempt to provide an employee with a minimum workweek of thirteen (13) hours.

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

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

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

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

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

23.08 Subject to clause 23.14, the workweek shall be from Monday to Sunday inclusive and the workday shall normally be between the hours of eight (8) a.m. and ten (10) p.m. There are no daily or weekly minimum or maximum hours of work.

23.09 Employees will submit reports indicating hours traveled and worked, as well as expenses incurred, consistent with the Employer's policy and instructions, on a form or forms, electronically where available, and at times to be determined by the Employer. The employees will be paid accordingly, subject to verification and approval by the Employer. Amendments to such reports shall not be made without notifying the employee in advance.

23.10 The Employer agrees to provide employees with as much advance notice as possible of their work assignments and/or changes thereto, utilizing available means of communication, including electronic means where available.

23.11 Where, due to the failure of the Employer supplied computer equipment or networks, the Employer reassigns work, previously assigned to an employee, the employee shall be paid in accordance with the number of cases reassigned multiplied by the time per unit (TPU) as determined by the Employer.

23.12 Notwithstanding clause 23.05, the days of rest provisions of this Agreement shall apply in a week when an employee is required by the Employer to work six (6) consecutive days, at the straight-time rate of pay, irrespective of the number of hours

worked in that week. Under those circumstances, the seventh (7th) day of that week shall be considered as a day of rest for the employee. However, this provision shall not apply in a week where the day of rest coincides with a designated holiday in which case, work performed on the designated holiday will be paid in accordance with the provisions of Article 26.

23.13 The days of rest provisions of this Agreement also apply in a three (3) month period, as specified in clause 23.05, when an employee has worked four hundred eighty-seven and one-half (487 ½) hours at the straight-time rate of pay. The remaining days in that period shall be considered as days of rest, unless one or more of those days coincide with designated holidays, in which case work performed on the designated holidays will be paid in accordance with the provisions of Article 26.

23.14 Consultation

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

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

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

Article 24**Overtime****Assignment of Overtime Work**

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

Overtime Compensation

24.02 Subject to clause 24.04,

- (a) An employee who is required to work on a normal working day during which he/she works in excess of the maximum quarterly four hundred eighty-seven and one-half ($487\frac{1}{2}$) hours as specified in Article 23.05, is entitled to compensation at time and one-half ($1\frac{1}{2}$) for all overtime hours worked on that day.
- (b) An employee who is required to work on a day of rest, as established pursuant to clause 23.12, is entitled to compensation at the rate of time and one-half ($1\frac{1}{2}$) for the first seven and one-half ($7\frac{1}{2}$) hours and double time thereafter.
- (c) An employee who is required to work on a day of rest, as established pursuant to clause 23.13, shall be compensated as follows:
 - (i) on the first day of rest worked in that period, at the rate of time and one-half ($1\frac{1}{2}$) for the first seven and one-half ($7\frac{1}{2}$) hours and double time thereafter;
 - (ii) on the second or subsequent day of rest worked in that period, at the rate of double (2) time for all hours worked.

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

- (a) compensation at the applicable overtime rate for all hours worked, or
- (b) compensation equivalent to four (4) hours' pay at the hourly rate.

24.04 An employee is entitled to overtime compensation under clauses 24.02 and 24.03 for each completed period of fifteen (15) minutes of overtime worked:

- (a) when the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions, and
- (b) when the employee does not control the duration of the overtime work.

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

24.06 Overtime shall be compensated in cash. The Employer shall endeavour to pay overtime compensation by the eighth (8th) week after which it is earned.

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

Article 25

Premium for Evening and Weekend Work

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

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

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

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

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

Article 26**Designated Paid Holidays**

26.01 The following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one additional day in each year that, in the opinion of the Employer, is 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 is recognized as a provincial or civic holiday, the first Monday in August,
- (1) one additional day when proclaimed by an Act of Parliament as a national holiday.

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

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

Article 27**Travelling Time**

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

27.01 Other than as specified above, travelling time is compensated for only in the circumstances and to the extent provided in this Article.

27.02 When an employee is required to travel outside his/her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 27.03 and 27.04. Travelling time shall include time necessarily spent at each stop-over en route provided such stop-over is not longer than three (3) hours.

27.03 For the purposes of clauses 27.02 and 27.04, the travelling time for which an employee shall be compensated is as follows:

- (a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.
- (b) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or work place.
- (c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

27.04 If an employee is required to travel as set forth in clauses 27.02 and 27.03:

- (a) On a normal working day on which the employee travels but does not work, the employee shall be paid at the straight-time rate of pay for all hours travelled.
- (b) On a normal working day on which the employee travels and works, the employee shall be paid at the straight-time rate of pay for all hours travelled and worked.
- (c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable rate for hours travelled to a maximum of twelve (12) hours' pay at the straight- time rate of pay.

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

Travel Status Additional Compensation

- (a) An employee who is required to travel outside his/her headquarters area on government business, as these expressions are defined by the Employer, and is away from his/her permanent residence for forty (40) nights during a fiscal year

shall be entitled to one (1) day's pay. The employee shall be entitled to one (1) additional day's pay for each twenty (20) nights that the employee is away from his/her permanent residence to a maximum of eighty (80) additional nights.

- (b) The maximum number of paid days earned under this clause shall not exceed five (5) days in a fiscal year and will be paid at the employee's hourly rate of pay in effect when they are earned.
- (c) The number of hours to be paid for each day earned under this clause will be established by dividing the employee's assigned workweek in effect when the day is earned by five (5).
- (d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars.

Article 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 request time off or, a work exchange subject to the approval of the Employer, in order to fulfill their religious obligations.

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

29.02 Therefore, the parties agree that:

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

and

- (b) employees shall be paid four percent (4%) of all straight-time hours worked in

lieu of leave with pay.

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

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

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

For the purpose of clarification:

- (a) leave with or without pay will be granted in accordance with the provisions of this agreement when the employee's absence causes the Employer to reassign the work.
- (b) leave with or without pay will not be granted when work is not reassigned, and therefore, no leave form is required in these circumstances

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

29.07 Except as otherwise specified in this Agreement:

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

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

Article 30*Vacation Leave**

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

*

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

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

**

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

*

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

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

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

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

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

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

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

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

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

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

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

*

Carry-Over Provisions

30.12

(a) Where in any vacation year, an employee has not used all of the vacation leave without pay credited to him/her, the unused portion of his/her vacation leave up to a maximum of one hundred and fifty (150) hours of credits shall be carried over into the following vacation year.

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

**** Article 31**

Bereavement Leave With Pay

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

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

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31.03 If, during a period of paid leave, an employee is bereaved in circumstances under which he/she would have been eligible for bereavement leave with pay under clauses 31.01 and 31.02, the employee shall be granted bereavement leave with pay.

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

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

Article 32

Court Leave With Pay

32.01 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 33

Sick Leave Without Pay

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

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

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

****Article 34**

Injury on Duty Leave

34.01 An employee shall be granted injury-on-duty leave with pay for such period as may be reasonably determined by the Employer 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 or a disease arising out of and in the course of the employee's employment,

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

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

****Article 35**

Maternity-Related Job Modification or Leave

35.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the fifty-second (52nd) week following the birth, request the Employer to modify her job functions if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the fetus or child.

35.02 An employee's request under clause 35.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.

35.03 An employee who has made a request under clause 35.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:

(a) modifies her job functions, or

(b) informs her in writing that it is not reasonably practicable to modify her job functions.

35.04 Where reasonably practicable, the Employer shall modify the employee's job functions.

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35.05 Where the Employer concludes that a modification of job functions that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than fifty-two (52) weeks after the birth.

35.06 An employee whose job functions have been modified or who is on leave of absence shall give at least two (2) weeks' notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

****Article 36**

Maternity Leave Without Pay

36.01 Maternity Leave Without Pay

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):
 - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
 - or
 - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate

certifying pregnancy.

- (e) An employee shall inform the Employer in writing of her plans for taking leave without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (f) 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 the percentage payable in lieu of vacation leave credits. Time spent on such leave shall be counted for pay increment purposes.

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36.02 Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that she:
 - (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - (ii) provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer,
 - and
 - (iii) has signed an agreement with the Employer stating that:
 - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
 - (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to

meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:

$$\text{allowance received} \times \frac{\text{remaining period to be worked following her return to work}}{\text{total period to be worked as specified in (B)}}$$

however, an employee whose specified period of employment expired and who is rehired within a period of five (5) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B) and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

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- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three percent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and
 - (ii) for each week in respect of which the employee receives maternity benefits under the Employment Insurance or the Quebec Parental Insurance Plan, the difference between the gross weekly amount of the maternity benefits she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during this period which may result in a decrease in the maternity benefits to which she would have been eligible if no extra monies had been earned during this period

and
 - (iii) where an employee has received the full fifteen (15) weeks of maternity benefit under the Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period

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- (d) At the employee's request, the payment referred to in subparagraph 36.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Quebec Parental Insurance maternity benefits.
 - (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Quebec.
 - (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
 - (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
 - (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
 - (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
 - (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

36.03 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 36.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance or Quebec Parental Insurance maternity benefits,

and

- (ii) has satisfied all of the other eligibility criteria specified in paragraph 36.02 (a), other than those specified in sections (A) and (B) of subparagraph 36.02 (a)(iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three percent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 36.02 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or the Quebec Parental Insurance Plan had she not been disqualified from Employment Insurance or Quebec Parental Insurance maternity benefits for the reasons described in subparagraph (a)(i).

****Article 37**

Parental Leave Without Pay

37.01 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b):
 - (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,

or

- (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his/her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than fifty-two (52) weeks after the day on which the child comes into the employee's care.

- (d) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- (e) The Employer may:
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (f) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating the percentage payable in lieu of vacation leave credits. Time spent on such leave shall count for pay increment purposes.

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37.02 Parental Allowance

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (k), providing he/she:
 - (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Employer with proof that he/she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance or the Quebec Parental Insurance Plan in respect of insurable

employment with the Employer,

and

- (iii) has signed an agreement with the Employer stating that:
- (A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - (B) following his/her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 37.02(a)(iii)(B), if applicable;
 - (C) should he/she fail to return to work in accordance with section (A), or should he/she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he/she will be indebted to the Employer for an amount determined as follows:

| | | |
|--------------------|---|---|
| allowance received | X | remaining period to be worked following her return to work total period to be worked as specified in (B) |
|--------------------|---|---|

however, an employee whose specified period of employment expired and who is rehired within a period of five (5) days or less is not indebted for the amount if his/her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B) and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

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- (c) Parental allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three percent (93%) of his/her weekly rate of pay for each week of the waiting period, less any

other monies earned during this period,

- (ii) for each week in respect of which the employee receives parental, paternity or adoption benefits under the Employment Insurance or the Quebec Parental Insurance Plan, the difference between the gross weekly amount of the parental, paternity or adoption benefits he/she is eligible to receive and ninety-three percent (93%) of his/her weekly rate of pay, less any other monies earned during this period which may result in a decrease in the parental, paternity or adoption benefits to which he/she would have been eligible if no extra monies had been earned during this period.
 - (iii) where an employee has received the full eighteen (18) weeks of maternity benefits and the full thirty-two (32) weeks of parental benefits under the Quebec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, at ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
 - (iv) where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of his or her weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 36.02 c) iii) for the same child.
- (d) At the employee's request, the payment referred to in subparagraph 37.02 (c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of parental, paternity or adoption benefits under the Employment Insurance or the Quebec Parental Insurance Plan.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he/she is required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Quebec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the

fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which he/she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (k) The maximum duration of any period in respect of which the maternity and parental allowances are payable shall not exceed fifty-two (52) weeks.

37.03 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 36.02 (a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving parental benefits under the Employment Insurance or the Quebec Parental Insurance Plan,

and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 37.02 (a), other than those specified in sections (A) and (B) of subparagraph 37.02 (a)(iii),

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three percent (93%) of the employee's rate of pay and the gross amount of his/her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.
- (b) An employee shall be paid an allowance under this clause and under clause 37.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits

under the Employment Insurance or the Quebec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Quebec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

Article 38

Leave Without Pay for the Care of Family

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

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

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

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

****Article 39**

Compassionate Care Leave

39.01 Notwithstanding the definition of “family” in Article 2 and notwithstanding paragraph 38.02 (b), an employee who provides the Employer with proof that he/she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.

39.02 Leave granted under this clause may exceed the five (5) year maximum provided in paragraph 38.02 (c) above only for the periods where the employee provides the Employer with proof that he/she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.

39.03 When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.

39.04 When an employee is notified that his/her request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs 39.01 and 39.02 above cease to apply.

****Article 40**

Leave Without Pay for Family-Related Responsibilities

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

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

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

40.03 Subject to clause 40.02, the Employer shall grant the employee leave without pay under the following circumstances:

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

Article 41

Leave Without Pay for Personal Needs

41.01 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 clause during the employee's total period of employment with Statistical Survey Operations. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.

****Article 42**

One-Time Vacation Leave

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 43

Leave Without Pay for Relocation of Spouse

43.01 At the request of an 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 44**

Leave Without Pay for Other Reasons

44.01 At its discretion, the Employer may grant leave without pay for purposes other than those specified in this Agreement. Such leave shall not be unreasonably denied.

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44.02 - Personal leave Without Pay

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, two (2) days of leave without 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.

For the purpose of clause 44.02, 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

Article 45**Restriction on Outside Employment**

45.01 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 46**Statement of Duties**

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.

Article 47**Employee Performance Review and Employee Files**

47.01

- (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.

47.02

- (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 instructions to the person conducting the review;

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

47.03 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 48**

Severance Pay

48.01 Under the following circumstances and subject to clause 48.02, an employee shall receive severance benefits calculated on the basis of his or her averaged weekly rate of pay:

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(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 48.01(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.

48.02 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 48.01 and 48.06 be pyramided.

For greater certainty, payments made pursuant to 48.05 to 48.09 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

48.03 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.

48.04 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.

**

48.05 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 pay if applicable under Annex B.

**

48.06 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 B.

Article 49

Pay Administration

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

49.02 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.

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

49.04 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.

49.05 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.

49.06 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.

Article 50

Agreement Reopener

50.01 This Agreement may be amended by mutual consent.

***Article 51**

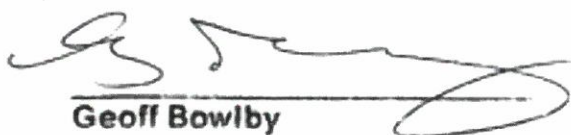
Duration

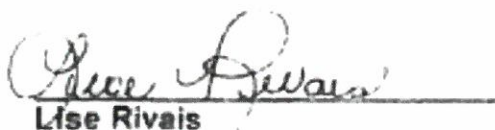
51.01 The duration of this collective agreement will be from **December 1, 2014 to November 30, 2018** inclusively.

51.02 Unless otherwise expressly stipulated, the provisions of this collective agreement shall become effective on **February 15, 2019; the date of issuance of Arbitral Award File Number 585-24-39032.**

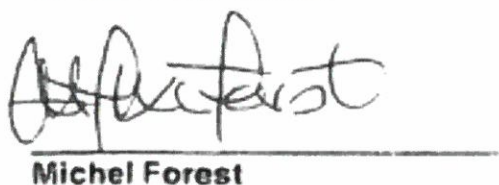
Signed at Ottawa, this 8th day of August, 2019.

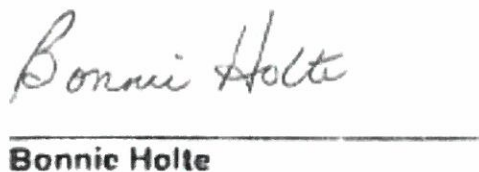
Statistical Survey Operations


Geoff Bowlby

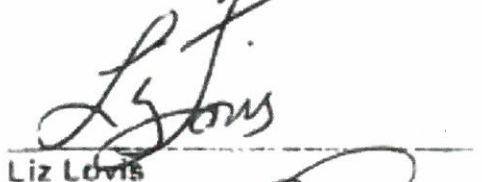

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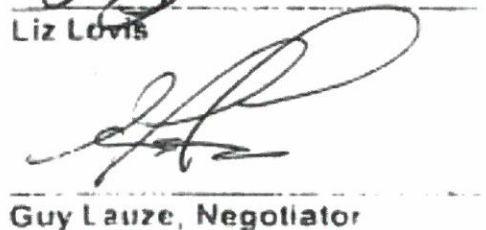

Robert Stephenson


Michel Forest

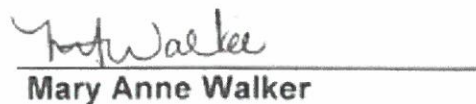

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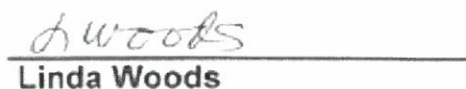

Wade Shanley


Liz Lovis

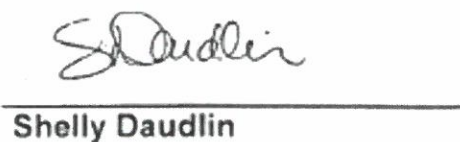

Guy Lauze, Negotiator

The Public Service Alliance
of Canada

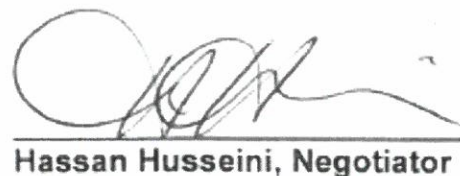

Mary Anne Walker

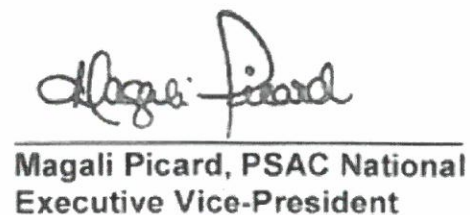

Linda Woods


Claude André Leduc


Shelly Daudlin


Pierre-Samuel Proulx


Hassan Husseini, Negotiator


Magali Picard, PSAC National
Executive Vice-President

ANNEX "A"*INTERVIEWERS AND SENIOR INTERVIEWERS****FIELD****HOURLY RATES OF PAY**

- A - Effective December 1, 2014 (1.25% increase)
- B - Effective December 1, 2015 (1.25% increase)
- X - Effective December 1, 2016 (4% market adjustment)
- C - Effective December 1, 2016 (1.25.0% increase)
- D- Effective December 1, 2017 (1.25% increase)

Interviewer

| | | | | | |
|----------|-------|-------|-------|-------|-------|
| From: \$ | 16.31 | 17.21 | 18.11 | 19.00 | 19.92 |
| To: A | 16.51 | 17.43 | 18.34 | 19.24 | 20.17 |
| B | 16.72 | 17.65 | 18.57 | 19.48 | 20.42 |
| X | 17.39 | 18.36 | 19.31 | 20.26 | 21.24 |
| C | 17.61 | 18.59 | 19.55 | 20.51 | 21.51 |
| D | 17.83 | 18.82 | 19.79 | 20.77 | 21.78 |

Senior Interviewer

| | | | | | |
|----------|-------|-------|-------|-------|-------|
| From: \$ | 19.91 | 20.99 | 22.08 | 23.16 | 24.25 |
| To: A | 20.16 | 21.25 | 22.36 | 23.45 | 24.55 |
| B | 20.41 | 21.52 | 22.64 | 23.74 | 24.86 |
| X | 21.23 | 22.38 | 23.55 | 24.69 | 25.85 |
| C | 21.50 | 22.66 | 23.84 | 25.00 | 26.17 |
| D | 21.77 | 22.94 | 24.14 | 25.31 | 26.50 |

***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 (1st) 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.
- (b) 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 Statistical 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 a second language, such employee shall be paid a premium of forty-one cents (\$.41) per hour for all hours worked at the straight-time rate.

****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 46 Severance Pay

Effective April 29, 2015, Articles 46.01(b) and (d) are deleted from the collective agreement.

46.01 Under the following circumstances and subject to clause 46.02, 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 46.01(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 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.

(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.

46.02 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 46.01 and 46.06 be pyramided.

**For greater certainty, payments made pursuant to 46.05 to 46.09 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

46.03 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.

46.04 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.

46.05 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 46.01.

46.06 Severance Termination

(a) Subject to 46.02 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 46.02 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

46.07 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 46.08(c).

46.08 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 46.07(c) must specify the number of complete weeks to be paid out pursuant to 46.07(a) and the remainder to be paid out pursuant to 46.07(b).

(d) An employee who does not make a selection under 46.08(b) will be deemed to have chosen option 46.07(b).

46.09 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 46.01(b) and (d) are still in force.

(a) Subject to 46.02 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 46.02 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 46.09(c) will be deemed to have chosen option 46.07(b).

****ANNEX “C”**

MEMORANDUM OF UNDERSTANDING

Supporting Employee Wellness and Mental Health in the Workplace

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.

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

Isolated Posts and Government Housing Directive

Public Service Health Care Plan Directive

Occupational Health and Safety Directive

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.

****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.

ANNEX “H”

MEMORANDUM OF UNDERSTANDING

PERSONAL EQUIPMENT

An employee able to demonstrate to the Employer, where required to do so by the Employer, expenses for any personal equipment utilized on behalf of the Employer's operation, shall be reimbursed up to twenty dollars (\$20.00) per pay period for all such expenses. It is understood that travel expenses are exempt from this provision.