

**Statistics Survey
Operations**

All employees

Expiry date: November 30, 2023

Table of Contents

Article 1 Purpose of Agreement 4

Article 2 Interpretation and Definitions..... 5

Article 3 Application..... 8

Article 4 State Security..... 8

Article 5 Precedence of Legislation and the Collective Agreement..... 8

Article 6 Managerial Responsibilities 9

Article 7 Recognition 9

Article 8 Employee Representatives..... 9

Article 9 Use of Employer Facilities 10

Article 10 Check-off..... 10

Article 11 Information 11

Article 12 Employees on Premises of Other Employers 12

Article 13 Joint Consultation..... 12

Article 14 Leave With or Without Pay for Alliance Business 12

Article 15 Illegal Strikes..... 15

Article 16 No Discrimination 16

Article 17 Sexual Harassment 16

Article 18 Technological Change..... 17

Article 19 Health and Safety 18

Article 20 Job Security 18

Article 21 Discipline..... 19

Article 22 Grievance Procedure 20

Article 23 Hours of Work 25

Article 24 Overtime..... 29

Article 25 Evening and Weekend Premiums 32

Article 26 Designated Paid Holidays 32

Article 27 Travelling Time..... 33

Article 28 Religious Observance 34

Article 29 Leave - General..... 34

Article 30 Vacation Leave 36

Article 31 Sick Leave With Pay 40

Article 32 Injury-on-duty Leave..... 41

Article 33 Maternity-Related Reassignment or Leave..... 42

Article 34 Medical Appointment for Pregnant Employees 43

Article 35 Maternity Leave Without Pay..... 43

Article 36 Parental Leave Without Pay 48

Article 37 Leave Without Pay for the Care of Family 56

**Article 38 Caregiving Leave..... 56

Article 39 Leave With Pay for Family-Related Responsibilities 57

Article 40 Leave Without Pay for Personal Needs 58

Article 41 Domestic Violence Leave 59

Article 42 Leave Without Pay for Relocation of Spouse..... 59

Article 43 Bereavement Leave With Pay 60

Article 44 Court Leave..... 61

Article 45 Personnel Selection Leave..... 61

Article 46 Education Leave Without Pay and Career Development Leave..... 61

Article 47 Leave With or Without Pay for Other Reasons 63

Article 48 Restriction on Outside Employment..... 64

Article 49 Statement of Duties 64

Article 50 Employee Performance Review and Employee Files 64

Article 51 Call Centre Employees..... 65

Article 52 Severance Pay 65

Article 53 Pay Administration 67

Article 54 Agreement Reopener 68

Article 55 Duration 68

*ANNEX "A" INTERVIEWERS AND SENIOR INTERVIEWERS HOURLY RATES OF PAY 69

ANNEX "B" MEMORANDUM OF UNDERSTANDING RECLASSIFICATION..... 71

ANNEX "C" MEMORANDUM OF UNDERSTANDING Archived Provisions for the Elimination of Severance Pay for Voluntary Separations (Resignation and Retirement)..... 74

ANNEX "D" MEMORANDUM OF UNDERSTANDING DENTAL CARE PLAN..... 78

ANNEX "E" MEMORANDUM OF UNDERSTANDING NATIONAL JOINT COUNCIL DIRECTIVES.. 79

ANNEX "F" MEMORANDUM OF UNDERSTANDING SOCIAL JUSTICE FUND 80

ANNEX "G" MEMORANDUM OF UNDERSTANDING UOPERATIONAL REQUIREMENTS 81

ANNEX “H” MEMORANDUM OF UNDERSTANDING Supporting Employee Wellness and Mental Health in the Workplace 82

NEW APPENDIX “ I ” MEMORANDUM OF UNDERSTANDING BETWEEN STATISTICS SURVEY OPERATIONS AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH 82

RESPECT TO IMPLEMENTATION OF THE COLLECTIVE AGREEMENT 82

NEW ANNEX “ J ” GENDER INCLUSIVE LANGUAGE 85

Arbitral Award
 File: 585-24-44403
 Effective date: October 28, 2022 The
 Public Service Alliance of Canada
 and Statistics Survey Operations

*Asterisk denotes changes from the previous Collective Agreement (Arbitral Award) with an effective date of October 28, 2022.

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 Federal Public Sector Labour Relations and Employment Board on July 14, 2021.

1.02 The parties to this Agreement share a desire to improve the quality of the Statistics 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 a three- month calendar period as specified below and revised from time to time to reflect operational requirements. The employee is notified of changes to his/her assigned workweek in writing or electronically where available, at the beginning of each quarter (semaine désignée de travail);

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

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

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

The assigned workweek is used to determine eligibility for the dental plan and to determine eligibility for and to calculate premiums and benefits for Disability Insurance (DI), Superannuation (Pension), and death benefits. It is also used for the administration of benefits such as severance pay during periods of leave without pay. In the event that an employee believes that his/her assigned workweek is inconsistent with his/her actual hours, the employee may request a review of the Employer. In the event that the review confirms such inconsistencies, the Employer will make every reasonable effort to correct such inconsistencies accordingly, on a go forward basis, for the following pay period.

**

“**bargaining unit**” means the employees of the Employer described in the certificate issued by the Federal Public Sector Labour Relations and Employment Board on the 14th day of July, 2021 (unité de négociation);

**

“**common-law partner**”: means a person cohabiting in a conjugal relationship with an employee for a continuous period of at least one (1) year. (conjoint de fait);

“**continuous employment**” has the same meaning as specified in the Treasury Board Directive on Terms and Conditions of Employment on the date of signing of this

Agreement (emploi continu);

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

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

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

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

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

“Employer” means Her Majesty in right of Canada, as represented by Statistics 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, stepsister, 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 his/her scheduled hours of work (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 in excess of seven and one-half (7 ½) hours in a workday or thirty-seven and one-half (37 ½) hours in a workweek but does not include time worked on a holiday (heures supplémentaires);

“**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 partner” (conjoint);

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

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

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

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

“**years of service**” means all service within the Public Service, whether continuous or discontinuous, except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one year following the date of lay-off (Années de service);

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 this agreement, expressions referring to employee or the masculine or feminine gender are meant for all employees, regardless of gender.

Article 4 State Security

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

Article 5 Precedence of Legislation and the Collective Agreement

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

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 Statistics 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 Federal Public Sector Labour Relations and Employment Board on the 14th day of July, 2021, covering all employees of Statistics Survey Operations.

Article 8 Employee Representatives

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

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

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

8.04

- (a) A representative shall obtain the permission of his/her immediate supervisor before leaving his/her work 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.

- (c) An employee shall not suffer any loss of pay when permitted to leave his or her work under paragraph (a).

8.05 The Alliance shall have the opportunity to have an employee representative introduced to new employees as part of the Employer's formal orientation programs, where they exist.

Article 9 Use of Employer Facilities

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

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

9.03 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.

9.04 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.

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. For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to this agreement, or supplied a printed copy when requested in writing by an employee.

Article 12 Employees on Premises of Other Employers

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

Article 13 Joint Consultation

13.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion 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 When operational requirements permit, the Employer will grant to an employee:

- (a) when the Employer originates a meeting with the employee who has presented the grievance, leave with pay when the meeting is held in the headquarters area of such employee and on duty status when the meeting is held outside the employee’s headquarters area,
- (b) when an employee who has presented a grievance seeks to meet with the Employer, leave with pay to the employee when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.

**

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

14.08 Where an employee has asked or is obliged to be represented by the Alliance in relation to the presentation of a grievance and an employee acting on behalf of the Alliance wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where operational requirements permit, be given reasonable leave with pay for this purpose when the discussion takes place in his/her headquarters area and reasonable leave without pay when it takes place outside his/her headquarters area.

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

Contract Negotiation Meetings

14.10 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

14.11 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

14.12 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.

14.13 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

14.14 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.

**

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

Article 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 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 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.

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

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

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

20.05 A person who has been laid-off pursuant to clause 20.04 is entitled to a priority for appointment without competition to a position in SSO for which in the opinion of the Employer, which shall not be unreasonably exercised, he/she is qualified. This priority is accorded for one (1) year following the lay-off date.

20.06 All relocation costs associated with a reappointment under this article will be borne by the employee.

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

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

20.09 An indeterminate employee who has been laid-off and who is reappointed to a term position pursuant to clause 20.05 shall continue to be entitled to a priority for appointment for the remainder of the one (1) year period provided in clause 20.05.

20.10 Nothing in the foregoing shall restrict the Employer's right to engage or appoint persons to meet short-term requirements. However employees whose employment was terminated pursuant to clause 20.04 shall be given priority even for these short-term work opportunities.

Article 21 Discipline

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

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

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

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

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

Article 22 Grievance Procedure

Individual Grievances

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

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

Group Grievances

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

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

Policy Grievances

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

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

Grievance Procedure

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

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

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

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

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

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 shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Alliance.

22.13 An employee may be assisted and/or represented by the Alliance 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.

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

- (a) the interpretation or application of a provision of this Collective Agreement or a related Arbitral Award, or
- (b) disciplinary action resulting in termination of employment, demotion, suspension or financial penalty under paragraph 12(2)(c) of the *Financial Administration Act*,

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

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

- (a) its approval of the reference of the grievance to adjudication, and

- (b) its willingness to represent the employee in the adjudication proceedings.

Expedited Adjudication

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

- (a) At the request of either party, a grievance that has been referred to adjudication may be dealt with through Expedited Adjudication with the consent of both parties.
- (b) When the parties agree that a particular grievance will proceed through Expedited Adjudication, the Alliance will submit to the Federal Public Sector Labour Relations and Employment Board (FPSLREB) the consent form signed by the grievor or the bargaining agent.
- (c) The parties may proceed with or without an Agreed Statement of Facts. When the parties arrive at an Agreed Statement of Facts it will be submitted to the FPSLREB or to the Adjudicator at the hearing.
- (d) No witnesses will testify.
- (e) The Adjudicator will be appointed by the FPSLREB from among its members who have had at least three (3) years' experience as a member of the Board.
- (f) Each Expedited Adjudication session will take place in Ottawa, unless the parties and the FPSLREB agree otherwise. The cases will be scheduled jointly by the parties and the FPSLREB, and will appear on the FPSLRB schedule.
- (g) The Adjudicator will make an oral determination at the hearing, which will be recorded and initialed by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.
- (h) The Adjudicator's determination will be final and binding on all the parties, but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court.
- (h) The Adjudicator's determination will be final and binding on all the parties, but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court.

Article 23 Hours of Work

23.01 For the purpose of this Article:

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

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

23.03 Employees may be required to register their attendance in a form or in forms to be determined by the Employer.

*

23.04 Subject to clause 23.17, the scheduled workweek shall be a maximum of thirtyseven and one-half (37 ½) hours from Monday to Sunday inclusive and the scheduled workday shall be a maximum of seven and one-half (7½) consecutive hours, exclusive of a meal period, between the hours of six (6) a.m. and eleven (11) p.m.

23.05

- (a) The Employer will provide two (2) rest periods of fifteen (15) minutes each for each scheduled workday during which an employee is required to work six (6) or more consecutive hours, exclusive of a meal period, except on occasions when operational requirements do not permit;
- (b) The Employer will provide one (1) rest period of fifteen (15) minutes for each scheduled workday during which an employee is required to work less than six (6) consecutive hours, exclusive of a meal period, except on occasions when operational requirements do not permit.

23.06 An unpaid meal period will be provided for each workday of five (5) consecutive hours or more. Subject to operational requirements, the Employer will arrange meal periods at times convenient to the employees.

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

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

23.08

*

- (a) The Employer shall set up a master hours of work schedule of at least twenty eight (28) calendar days, posted fifteen (15) days in advance, which will cover the normal requirements of the work area.

-
- (b) Notice of regular hours of work will reflect a period of at least twenty-eight (28) calendar days.
 - (c) During periods where an employee is required to work seven and one-half (7 ½) hours per day and thirty-seven and one-half (37 ½) hours per week, the hours of work will be scheduled so that the employee obtains two (2) consecutive days of rest at any one time, unless otherwise agreed by the Employer and the employee. The consecutive days of rest may be in separate calendar weeks.
 - (d) Subject to operational requirements, during periods where an employee is required to work five (5) days and a minimum of thirty-five (35) hours per week, the Employer will endeavour to schedule the hours of work so that the employee obtains two (2) consecutive days off at any one time, unless otherwise agreed by the Employer and the employee. The consecutive days off may be in separate calendar weeks.

Where an employee is required to work on such days off, the employee will be paid at the straight-time rate for all hours worked subject to Article 24, Overtime.

*

- 23.09 The Employer will endeavour to inform employees by written notice, at least fifteen (15) days in advance, of their scheduled hours of work.

The Employer agrees to give as much advance notice as possible when scheduled hours are to be changed in an employee's workweek and will, where possible, provide written notice of the change to the employee.

- 23.10 Employees shall be paid at the straight-time rate of pay for all hours worked up to seven and one-half (7 ½) hours in a workday or thirty-seven and one-half (37 ½) hours in a workweek.
- 23.11 The days of rest provisions of this Agreement apply only in a week when an employee has worked five (5) days and thirty-seven and one-half (37 ½) hours in that week.
- 23.12 Notwithstanding clauses 23.10 and 23.11, the days of rest provisions of this Agreement shall also apply in a week when an employee has worked six (6) consecutive days and less than thirty-seven and one-half (37 ½) hours in that week.
- 23.13 When an employee is required by the Employer to work seven (7) consecutive days during a two (2) week period, the employee is entitled to two (2) consecutive days off.

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

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

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

23.15 The Employer will make every reasonable effort:

(a) not to schedule, without the consent of the employee, the commencement of a workday within twelve (12) hours of the completion of the employee's previous workday;

and

(b) to avoid excessive fluctuations in hours of work.

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

23.17 Consultation

(a) Where hours of work, other than those provided in clause 23.04 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 23.04, the Employer will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.

(c) Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation purposes. Consultation will be held at the local level for fact finding and implementation purposes.

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

23.19 In the event that hours of work are permanently reduced for some employees, the Employer will endeavour to utilize these employees to conduct other

survey work available at their work site, which may result in changes to their scheduled hours of work.

23.20 Notwithstanding clause 23.18, where operational requirements permit, the Employer will endeavour to offer additional work available at a work site to readily available qualified 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.

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

Article 24 Overtime

24.01 For the purpose of this Article:

(a) “maximum workweek” means thirty-seven and one-half (37 ½) hours from Monday to Sunday inclusive;

*

(b) “maximum workday” means seven and one-half (7 ½) consecutive hours, exclusive of a meal period, between the hours of six (6) a.m. and eleven (11) p.m..

Assignment of Overtime Work

24.02

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

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

Overtime Compensation

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

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

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

General

24.05 Subject to clause 24.10:

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

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

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

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

24.08 When an employee is required to report for work and reports under the conditions described in clauses 24.06 and 24.07, and is required to use transportation services other than normal public transportation services, he/she shall be reimbursed for reasonable expenses incurred as follows:

- (a) kilometric allowance at the rate normally paid to an employee when authorized by the Employer to use his/her automobile when the employee travels by means of his/her own automobile,
- or
- (b) out-of-pocket expenses for other means of commercial transportation.

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

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

(a) when the overtime worked is authorized in advance by the Employer or is in accordance with standard operating instructions,

and

(b) when the employee does not control the duration of the overtime work.

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

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

24.13 *

(a) An employee who works three (3) or more hours of overtime immediately before or immediately following his/her scheduled hours of work, shall be reimbursed his/her expenses for one meal in the amount of twelve dollars (\$12.00) except where free meals are provided.

*

(b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided for in (a) above, he/she shall be reimbursed for one additional meal in the amount of twelve dollars (\$12.00) except where free meals are provided.

(c) Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that he/she may take a meal break either at or adjacent to the employee's place of work.

(d) Meal allowances under this clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

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

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

Article 25 Evening and Weekend Premiums

Evening Premium

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

Weekend Premium

25.02 An employee whose hours of work are scheduled on a weekend will receive an additional premium of two dollars (\$2.00) per hour for each hour worked, including overtime hours, on Saturday and/or Sunday.

Article 26 Designated Paid Holidays

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

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) 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, (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

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

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

Article 27 Travelling Time

27.01 For the purpose of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided in this Article.

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

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

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

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

- (a) On a normal working day on which the employee travels but does not work, the employee shall receive his/her regular pay for the day.
- (b) On a normal working day on which the employee travels and works, the employee shall be paid:

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

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

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

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

Article 28 Religious Observance

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

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

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

Article 29 Leave - General

29.01

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

29.02

- (a) Unless otherwise specified, employees shall be entitled to the benefits provided under this Agreement in the same proportion as their weekly hours of work compare with thirty- seven and one-half (37 ½) hours.
- (b) Notwithstanding clause 29.02 (a), there shall be no pro-rating of a “day” in Article 43, Bereavement Leave with Pay.

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

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

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

29.06 Leave will only be provided:

- (a) during those periods in which employees are scheduled to perform their duties;
- or
- (b) where it may displace other leave as prescribed in this Agreement.

29.07 Except as otherwise specified in this Agreement:

- (a) where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be

deducted from “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave;

- (b) time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

**

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

Article 30 Vacation Leave

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

Accumulation of Vacation Leave Credits

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

- (a) decimal two hundred fifty (.250) multiplied by the number of hours in the employee’s workweek per month until the month in which the anniversary of the employee’s eight (8th) year of service occurs;
- (b) decimal three hundred thirty-three (.333) multiplied by the number of hours in the employee’s workweek per month commencing with the month in which the employee’s eight (8th) anniversary of service occurs;
- (c) decimal three hundred sixty-seven (.367) multiplied by the number of hours in the employee’s workweek per month commencing with the month in which the employee’s sixteenth (16th) anniversary of service occurs;
- (d) decimal three hundred eighty-three (.383) multiplied by the number of hours in the employee’s workweek per month commencing with the month in which the employee’s seventeenth (17th) anniversary of service occurs.
- (e) decimal four hundred seventeen (.417) multiplied by the number of hours in the employee’s workweek per month commencing with the month in which the employee’s eighteenth (18th) anniversary of service occurs;

- (f) decimal four hundred fifty (.450) multiplied by the number of hours in the employee's workweek per month commencing with the month in which the employee's twenty- seventh (27th) anniversary of service occurs;
- (g) decimal five hundred (.500) multiplied by the number of hours in the employee's workweek per month commencing with the month in which the employee's twentyeight (28th) anniversary of service occurs;

30.03

- (i) For the purpose of clause 30.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave.
- (ii) For the purpose of clause 30.03 (i) only, effective April 1, 2012, on a go-forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on class B or C service, shall also be included in the calculation of vacation leave credits.

Entitlement to Vacation Leave With Pay

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

Scheduling of Vacation Leave With Pay

30.05

- (a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- (b) Subject to the following subparagraphs, the Employer reserves the right to schedule an employee's vacation leave but, subject to operational requirements, shall make every reasonable effort:
 - (i) to schedule an employee's vacation leave in an amount and at such time as the employee may request;
 - (ii) not to recall an employee to duty after the employee has proceeded on vacation leave;
 - (iii) not to cancel nor alter a period of vacation leave which has been previously approved in writing.

(c) In the event that there are more vacation leave requests for a certain period of time than can be accommodated by the Employer, and the Employer has yet to grant such requests, employee years of service shall be the determining factor for the granting of vacation leave.

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

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

(a) is granted bereavement leave,

or

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

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

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

Carry-over and/or Liquidation of Vacation Leave

*

30.08

a) Where in any vacation year, an employee has not used all of the vacation leave credited to him/her, the unused portion of his/her vacation leave up to a maximum of two hundred and sixty-two decimal five (262.5) hours of credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours shall be automatically paid in cash at his/her hourly rate of pay for his/her substantive position on the last day of the vacation year.

b) Notwithstanding paragraph (a), if on the date of signing of this agreement or on the date an employee becomes subject to this Agreement, an employee has accumulated vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours, the employee may apply for vacation leave subject to the provisions of this article in order to liquidate excess leave credits. All unused vacation leave credits in excess of two hundred and sixty-two decimal five

(262.5) hours shall be paid in cash at the employee's hourly rate of pay for his/her substantive position on March 31st of the previous fiscal year

- c) The total amount of vacation leave that an employee may have to his/her credit on March 31st, shall not exceed two hundred and sixty-two decimal five (262.5) hours.

30.09 During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours may be paid in cash at the employee's hourly rate of pay for his/her substantive position as of March 31st of the previous vacation year.

Recall from Vacation Leave With Pay

30.10

- (a) Where, during any period of vacation leave with pay, an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he/she incurs:
 - (i) in proceeding to his/her place of duty, and
 - (ii) in returning to the place from which he/she was recalled if he/she immediately resumes vacation upon completing the assignment for which he/she was recalled,

after submitting such accounts as are normally required by the Employer.

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

Leave when Employment Terminates

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

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

Cancellation of Vacation Leave

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

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

30.14 Notwithstanding clause 30.11, an employee who resigns to accept employment with an organization listed in *Schedule I, IV or V* of the *Financial Administration Act* may choose not to be paid for unused vacation leave credits provided that the appointing organization will accept such credits.

30.15

- a. An employee shall be credited a one-time entitlement of up to thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 30.03.
- b. The vacation leave credits provided in paragraph 30.15 (a) above shall be excluded from the application of paragraph 30.08, dealing with the Carry-Over and/or Liquidation of Vacation Leave.

Article 31 Sick Leave With Pay**Credits**

31.01 An employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an employee's normal workweek for each calendar month in which the employee has received pay for at least twice the number of hours in the employee's normal workweek.

31.02 For the purpose of the administration of 31.01, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.

Granting of Sick Leave

31.03 An employee shall be granted sick leave with pay when he/she is unable to perform his/her duties because of illness or injury provided that:

(a) he/she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer,

and

(b) he/she has the necessary sick leave credits.

31.04 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he/she was unable to perform his/her duties, shall, when delivered to the Employer, be considered as meeting the requirements of clause 31.03 (a).

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

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

or

(b) for a period of up to fifteen (15) days in all other cases,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

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

31.07 Sick leave credits earned but unused by an employee during a previous period of employment in the SSO shall be restored to an employee whose employment was terminated by reason of lay-off under article 20 and who is reappointed in the SSO within one (1) year from the date of lay-off.

*

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

Article 32 Injury-on-duty Leave

32.01 An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be 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/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 his/her employment,

if the employee agrees to remit to the Receiver General of Canada any amount received by him/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 his/her agent has paid the premium.

Article 33 Maternity-Related Reassignment or Leave

33.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the seventy-eighth (78th) week following the birth, request the Employer to modify her job functions or reassign her to another job 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 foetus or child.

33.02 An employee's request under clause 33.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.

33.03 An employee who has made a request under clause 33.01 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 reassigns her, or

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

33.04 Where reasonably practicable, the Employer shall modify the employee’s job functions or reassign her.

33.05 Where the Employer concludes that a modification of job functions or a reassignment 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 seventy-eight (78) weeks after the birth.

33.06 An employee whose job functions have been modified, who has been reassigned 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 34 Medical Appointment for Pregnant Employees

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

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

Article 35 Maternity Leave Without Pay

35.01 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 who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in article 31, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in article 31, Sick Leave With Pay, shall include medical disability related to pregnancy.
 - (f) An employee shall inform the Employer in writing of her plans for taking leave with and 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.
 - (g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

35.02 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,

-
- (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
- (d) At the employee's request, the payment referred to in subparagraph 35.02(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.

35.03 Special Maternity Allowance for Totally Disabled Employees

(a) An employee who:

- (i) fails to satisfy the eligibility requirement specified in subparagraph 35.02(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 35.02 (a), other than those specified in sections (A) and (B) of subparagraph 35.02 (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 35.02 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 36 Parental Leave Without Pay

36.01 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 either:
 - (i) a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option)
or
 - (ii) a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),

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 either:
 - (i) for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option)

Or
 - (ii) a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option)

beginning on the day on which the child comes into the employee's care

**

- (c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in paragraphs (a) and (b) above may be taken in two periods.
- (d) 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.

- (e) 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).
- (f) 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.
- (g) 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 vacation leave. Time spent on such leave shall count for pay increment purposes.

36.02 Parental Allowance

**

Under the Employment Insurance (EI) benefits plan, parental allowance is payable under two options, either:

- Option 1: standard parental benefits, 36.02 paragraphs (c) to (k), or
- Option 2: extended parental benefits, 36.02 paragraphs (l) to (t).

Once an employee elects the standard or extended parental benefits and the weekly benefit top up allowance is set, the decision is irrevocable and shall not be changed should the employee return to work at an earlier date than that originally scheduled.

Under the Québec Parental Insurance Plan (QPIP), parental allowance is payable only under Option 1: standard parental benefits.

Parental Allowance Administration

**

(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 (i) or (l) to (r), 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 Plan 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 within the federal public administration, as defined in Schedule I, Schedule IV or Schedule V of the Financial Administration Act, 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 standard parental allowance, in addition to the period of time referred to in section 35.02(a)(iii)(B), if applicable. Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty percent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 35.02(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:

$$\begin{aligned}
 & \text{(allowance received)} \times \text{(remaining period to be worked, as} \\
 & \qquad \qquad \qquad \text{specified in division (B) ,} \\
 & \qquad \qquad \qquad \text{following her return to work)} \\
 & \qquad \qquad \qquad \text{[total period to be worked as} \\
 & \qquad \qquad \qquad \text{specified in division (B)]}
 \end{aligned}$$

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A), within a period of ninety (90) 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).

Option 1 - Standard Parental Allowance:

- (c) Parental allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee on parental leave without pay as described in 36.01(a)(i) and (b)(i), has elected to receive Standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three percent (93%) of his/her weekly rate of pay for the waiting period, less any other monies earned during this period,
 - (ii) for each week the employee receives parental, paternity or adoption benefits under the Employment Insurance or the Quebec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental, paternity or adoption benefits 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 or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity under the Quebec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, at ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period.
 - (iv) where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period;
 - (v) where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance Plan 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 35.02 c) iii) for the same child.
 - (vi) where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their 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 35.02(c)(iii) and 36.02(c)(v) for the same child;
- (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 parental, paternity or adoption benefits under the Employment 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 Act Respecting Parental Insurance 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 combined shared maternity and standard parental allowances payable shall not exceed fifty-seven (57) weeks for each combined maternity and parental leave without pay.

**

Option 2 - Extended Parental Allowance:

- (l) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee on parental leave without pay as described in

- 36.01(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay for the waiting period, less any other monies earned during this period;
- (ii) for each week the employee receives parental benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;
- (iii) where an employee has received the full sixty-one (61) weeks of parental benefits under the 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, fifty-five decimal eight per cent (55.8%) 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 35.02(c)(iii) for the same child.
- (iv) where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their 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 35.02(c)(iii) for the same child;
- (m) At the employee's request, the payment referred to in subparagraph 36.02(l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- (n) The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act.
- (o) The weekly rate of pay referred to in paragraphs (l) shall be:
- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of 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 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.

- p. The weekly rate of pay referred to in paragraph (l) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.
- q. Notwithstanding paragraph (p), and subject to subparagraph (o)(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.
- r. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- s. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- t. The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

36.03 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 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 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 36.02 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 37 Leave Without Pay for the Care of Family

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

*

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

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

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

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

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

****Article 38 Caregiving Leave**

38.01 An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults shall be granted leave without pay while in receipt of or awaiting these benefits.

38.02 The leave without pay described in 38.01 shall not exceed twenty-six (26) weeks for compassionate care benefits, thirty-five (35) weeks for family caregiver benefits for children and fifteen (15) weeks for family caregiver benefits for adults, in addition to any applicable waiting period.

38.03 When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been accepted.

38.04 When an employee is notified that their request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been denied, clause 38.01 above ceases to apply.

38.05 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 vacation leave. Time spent on such leave shall count for pay increment purposes.

Article 39 Leave With Pay for Family-Related Responsibilities

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

- (a) spouse (or common-law partner resident with the employee);
- (b) children (including foster children, 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;
- (f) any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.

or

*

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

39.02 The total leave with pay which may be granted under this article shall not exceed thirty-seven decimal five hours (37.5) in a fiscal year.

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

- (a) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;

- (b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide 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) Seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours, stipulated in clause 39.02 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 40 Leave Without Pay for Personal Needs

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

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

Article 41 Domestic Violence Leave

41.01 Domestic violence leave

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

- a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- b. Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
 - i. to seek care and/or support for themselves or their child in respect of a physical or psychological injury or disability;
 - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;
 - iii. to obtain professional counselling;
 - iv. to relocate temporarily or permanently; or
 - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- c. The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) hours in a fiscal year.
- d. Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.
- e. Notwithstanding clauses 41.01(b) and 41.01(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

Article 42 Leave Without Pay for Relocation of Spouse

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

Article 43 Bereavement Leave With Pay

*

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

a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave under 43.02(a) only once during the employee's total period of employment in the public service.

43.02 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.

43.03 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 or sister-in-law, and grandparents of spouse.

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

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

Article 44 Court Leave

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

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

Article 45 Personnel Selection Leave

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

Article 46 Education Leave Without Pay and Career Development Leave**Education Leave Without Pay**

46.01 The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be

renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

46.02 At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to 100 % (one hundred per cent) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

46.03 Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

46.04 As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

If the employee:

- (a) fails to complete the course,
- (b) does not resume employment with the Employer on completion of the course, or
- (c) ceases to be employed, except by reason of death or lay-off, before termination of the period he/she has undertaken to serve after completion of the course,

the employee shall repay the Employer all allowances paid to him/her under this Article during the education leave or such lesser sum as shall be determined by the Employer.

Career Development Leave With Pay

46.05 Career development refers to an activity which, in the opinion of the Employer, is likely to be of assistance to the individual in furthering his/her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:

- (a) a course given by the Employer;
- (b) a course offered by a recognized academic institution;

- (c) a seminar, convention or study session in a specialized field directly related to the employee's work.

46.06 Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in clause 45.05 above. The employee shall receive no compensation under the Overtime and the Travelling Time provisions of this collective agreement during time spent on career development leave provided for in this article.

46.07 Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

46.08 The Employer will endeavour to respond in writing to requests for leave under clauses 45.01 and 45.06 within a two (2) week period.

Examination Leave with Pay

46.09 At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave will only be granted where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his/her qualifications.

Article 47 Leave With or Without Pay for Other Reasons

47.01 At its discretion, the Employer may grant:

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

Personal Leave

47.02 Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, fifteen (15) hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of seven decimal five (7.5) hours or periods of three decimal seven five (3.75) hours each. (Explanatory Note: the duration of the period of leave is to be prorated in accordance with Article 29.02 (a)).

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

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

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

Article 48 Restriction on Outside Employment

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

Article 49 Statement of Duties

**

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

Article 50 Employee Performance Review and Employee Files

50.01

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

- (c) An employee has the right to make written comments to be attached to the performance review form.

50.02

- (a) Prior to an employee performance review the employee shall be given:
 - (i) the evaluation form which will be used for the review;
 - (ii) any written document which provides instruction to the person conducting the review;
- (b) if during the employee performance review, either the form or instructions are changed they shall be given to the employee.

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

Article 51 Call Centre Employees

51.01 All employees shall be provided the opportunity to participate in a minimum of two (2) days of training annually on matters related to working on a call center, such as training to reinforce coping skills.

51.02 Call monitoring is intended to improve performance by providing guidance and feedback.

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

Article 52 Severance Pay

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

- (a) Lay-Off
 - (i) On the first lay-off, for the first complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more but less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and,

in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

- (ii) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under 52.01(a)(i).

(b) Rejection on Probation

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

(c) Death

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

(d) Termination for Cause for Reasons of Incapacity

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

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

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

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

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

52.05 Appointment to another Public Service Employer

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

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

Article 53 Pay Administration

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

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

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

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

53.05 If, during the term of this Agreement, a new classification standard is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the

Alliance the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

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

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

Article 54 Agreement Reopener

54.01 This Agreement may be amended by mutual consent.

Article 55 Duration

*

55.01 The duration of this collective agreement will be from December 1, 2018 to November 30, 2023 inclusively.

55.02 Unless otherwise expressly stipulated, the provisions of this collective agreement shall become effective on the date it is signed.

Signed at Ottawa, this 13th day of March, 2023.

Statistics Survey Operations

Supriya Edwards
Bonnie Holte
Lance Masuzumi
Mei Ludwig
Marc Thibodeau, Negotiator

The Public Service Alliance of Canada

Alice Vallee
Donna Fidelak
Linda Woods
Claude-André Leduc
Neville David
Yun-Csang Ghimn
Elyse Jones
Phyllis Allen
Said Apali
Hassan Hussein, Negotiator

Craig Reynolds, PSAC
Regional Executive Vice-President

***ANNEX “A” INTERVIEWERS AND SENIOR INTERVIEWERS HOURLY RATES OF PAY**

- A - Effective December 1, 2018 (2.80% increase)
- B - Effective December 1, 2019 (2.20% increase)
- C - Effective December 1, 2020 (1.5% increase)
- X - Effective December 1, 2021 (5.0% increase)
- D - Effective December 1, 2021 (1.50% increase)
- E - Effective December 1, 2022 (1.50% increase)

Interviewer

From:	\$	17.83	18.82	19.79	20.77	21.78
To:	A -	18.33	19.35	20.34	21.35	22.39
	B -	18.73	19.78	20.79	21.82	22.88
	C -	19.01	20.08	21.10	22.15	23.22
	X -	19.96	21.08	22.16	23.26	24.38
	D -	20.26	21.40	22.49	23.61	24.75
	E -	20.56	21.72	22.83	23.96	25.12

Senior Interviewer

From:	\$	21.77	22.94	24.14	25.31	26.50
To:	A -	22.38	23.58	24.82	26.02	27.24
	B -	22.87	24.10	25.37	26.59	27.84
	C -	23.21	24.46	25.75	26.99	28.26
	X -	24.37	25.68	27.04	28.34	29.67
	D -	24.74	26.07	27.45	28.77	30.12
	E -	25.11	26.46	27.86	29.20	30.57

PAY NOTES

*

Across-the-board adjustment

- a) Effective December 1, 2021, employees shall be paid on the 'X' scale at the rate immediately below their rates of pay in the "C" scale as of close of business on November 30, 2021.
- b) Movement to the 'X' scale does not affect the pay increment period of employees

*

Interim Increase

Effective December 1st, 2021, and again on December 1st, 2022, an "interim" increase of 1.5%. Should the bargaining between the Alliance and the CPA's PA Group ultimately provide a general increase for either of those years that is higher than 1.5%, this group shall be entitled to retroactively receive the difference.

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

Second Language Premium

The Public Service Alliance of Canada and Statistics Survey Operations do hereby agree that, during the term of this collective agreement, where the Employer determines that a position within the scope of this collective agreement must be occupied by an employee who is fluent in 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 RECLASSIFICATION

GENERAL

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

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

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

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

determining increment dates and rates of pay.

**ANNEX "C" MEMORANDUM OF UNDERSTANDING Archived Provisions for
the Elimination of Severance Pay for Voluntary Separations (Resignation and
Retirement)**

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

Article 50 Severance Pay

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

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

(a) Lay-Off

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

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

(b) Resignation

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

(c) Rejection on Probation

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

(d) Retirement

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

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

(e) Death

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

(f) Termination for Cause for Reasons of Incapacity

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

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

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

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

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

50.05 Appointment to another Public Service Employer

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

50.06 Severance Termination

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

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

Terms of Payment

50.07 Options

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

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

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

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

50.08 Selection of Option

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

(b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.

(Explanatory

Note: Six months from the official date of the issuance of the present Arbitral Award was September 29, 2015.)

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

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

50.09 Appointment from a Different Bargaining Unit

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

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

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

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

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

ANNEX "D" MEMORANDUM OF UNDERSTANDING DENTAL CARE PLAN

The Public Service Alliance of Canada and Statistics 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 Statistics 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 Statistics Survey Operations grievance procedure:

Travel Directive

Relocation Directive

Occupational Health and Safety Directive

Public Service Health Care Plan Directive

Isolated Posts and Government Housing 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 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.

**NEW APPENDIX “ I ” MEMORANDUM OF UNDERSTANDING BETWEEN
STATISTICS SURVEY OPERATIONS AND THE PUBLIC SERVICE ALLIANCE
OF CANADA WITH RESPECT
TO IMPLEMENTATION OF THE COLLECTIVE AGREEMENT**

Notwithstanding the provision of clause 55.02 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Statistics Survey Operations and the Public Service Alliance of Canada regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

1. Calculation of retroactive payments

- a. Retroactive calculations that determine amounts payable to employees for a retroactive period shall be made based on all transactions that have been entered

into the pay system up to the date on which the historical salary records for the retroactive period are retrieved for the calculation of the retroactive payment.

- b. Retroactive amounts will be calculated by applying the relevant percentage increases indicated in the collective agreement rather than based on pay tables in agreement annexes. The value of the retroactive payment will differ from that calculated using the traditional approach, as no rounding will be applied. The payment of retroactive amount will not affect pension entitlements or contributions relative to previous methods, except in respect of the rounding differences.
- c. Elements of salary traditionally included in the calculation of retroactivity will continue to be included in the retroactive payment calculation and administration, and will maintain their pensionable status as applicable. The elements of salary included in the historical salary records and therefore included in the calculation of retroactivity include:
 - Substantive salary;
 - Promotions;
 - Deployments;
 - Acting pay;
 - Extra duty pay/Overtime;
 - Additional hours worked;
 - Maternity leave allowance;
 - Parental leave allowance;
 - Vacation leave and extra duty pay cash-out;
 - Severance pay;
 - Salary for the month of death;
 - Transition Support Measure;
 - Eligible allowances and supplemental salary depending on collective agreement.
- d. The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.
- e. Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.

2. Implementation

- a. The effective dates for economic increases will be specified in the agreement. Other provisions of the collective agreement will be effective as follows:
 - i. All components of the agreement unrelated to pay administration will come into force on signature of agreement.
 - ii. Changes to existing compensation elements and new compensation elements, such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one-hundred and eighty

(180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under 2(b)(i).

- iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come in to force as stipulated in 2(a)(ii).
- b. Collective agreement will be implemented over the following timeframes:
- i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within onehundred and eighty (180) days after signature of agreement where there is no need for manual intervention.
 - ii. Retroactive amounts payable to employees will be implemented within onehundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.
 - iii. Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within fivehundred and sixty (560) days after signature of agreement. Manual intervention is generally required for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging, pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.

3. Employee Recourse

- a. An employee who is in the bargaining unit for all or part of the period between the first day of the collective agreement (i.e., the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of five hundred dollars (\$500) payable within one-hundred and eighty (180) days of signature, in recognition of extended implementation timeframes and the significant number of transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved.
- b. Employees in the bargaining unit for whom the collective agreement is not implemented within one-hundred and eighty one (181) days after signature will be entitled to a fifty dollar (\$50) non-pensionable amount; these employees will be entitled to an additional fifty dollar (\$50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented. These amounts will be included in their final retroactive payment.
- c. If an employee is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the employee shall receive only one non-pensionable amount of five hundred dollars (\$500); for any period under 3(b), the employee may receive one fifty \$50 payment.

- d. Late implementation of the 2018 collective agreements will not create any entitlements pursuant to the Agreement between the Alliance or another bargaining agent and the Statistics Survey Operations with regard to damages caused by the Phoenix Pay System.

- e. Employees for whom collective agreement implementation requires manual intervention will be notified of the delay within one-hundred and eighty (180) days after signature of the agreement.
- f. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the departmental compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Statistics Survey Operations will consult with the Alliance regarding the format of the detailed breakdown.
- g. In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay.

NEW ANNEX “ J ” GENDER INCLUSIVE LANGUAGE

LETTER OF UNDERSTANDING BETWEEN THE STATISTICS SURVEY OPERATIONS

(hereinafter called “The Employer”)

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

(hereinafter called “The Alliance”)

Further to the Memorandum of Understanding on Gender Inclusive Language reached between the Treasury Board of Canada and the Professional Institute of the Public Service of Canada (PIPSC):

The parties are committed to and support gender neutrality and inclusivity.

The Statistics Survey Operations and the Public Service Alliance of Canada agree to review the findings of the Treasury Board of Canada and PIPSC Joint Committee mandated to review the collective agreement language with a view to render it more gender inclusive and determine its applicability to the SSO-PSAC collective agreement.

The parties agree to meet within 90 days of the signing of this agreement.

The parties agree that any changes in language will not result in changes in application, scope or value.

The parties acknowledge that gender inclusivity is more difficult to achieve in the French language compared to the English language but are committed nonetheless to further supporting and increasing gender neutrality and inclusivity in the collective agreement.

Signed at Ottawa, Ontario this 13 day of March, 2023

For: The Statistics Survey
Operations

For: The Public Service Alliance of
Canada
