# Interviewer Appointments into Statistics Canada Questions and Answers

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# What to expect upon appointment

### What will be the rate of pay upon appointment?

Your letter of offer will note a range of pay instead of a specific salary. All employees that are at steps 1 to 4 of the SSO collective agreement rates of pay (steps 1 to 5 on MyGCPay or the Phoenix pay stub) will be appointed to the first step of the CR-03 pay scale (\$50,503 per annum or \$25.81 per hour). Employees at step 5 of the SSO collective agreement rates of pay (step 6 on the pay stub) will be appointed to step 3 of the CR-03 pay scale (\$53,151 per annum or \$27.16 per hour).

Reference: <u>Directive on Terms and Conditions of Employment</u> section A.2.2 Rate of pay

- The rate of pay for a person appointed to a position in the core public administration is based on the provision of continuous service and is determined in accordance with this section.
- 2.2.2 On appointment from within the public service; On promotion
  - 2.2.2.3 The appointment of a person described in Subsection 2.2.1 constitutes a promotion where the maximum rate of pay applicable to the position to which that person is appointed exceeds the maximum rate of pay applicable to the person's substantive level immediately before the appointment by one of the following measures:
    - an amount equal to at least the lowest pay increment for the position to which he or she is appointed, when that position has more than one rate of pay;
  - 2.2.2.4 Subject to subsections 2.2.2, 2.3.1 and 4.2.7, the rate of pay on promotion is to be the rate of pay nearest that to which the person was entitled in his or her substantive level immediately before the appointment that gives the person an increase in pay as specified in Subsection 2.2.3 above.

The following outlines the detailed calculations required in accordance with the Pay Administration and Promotion and Transfer Rules as noted above.

The CR-03 annual rates of pay as per the <u>Program and Administrative Services (PA) collective agreement</u> are as follows:

- 1. \$50,503
- 2. \$51,827
- 3. \$53,151
- 4. \$54,478

The Interviewer rates of pay as per the <u>SSO collective agreement</u> and based on the recent increase to match PA increases are as follows (converted to an annual salary, based on **full-time hours** of 37.5 hours per week, or 1,956.6 hours per year):

- 1. \$21.23 per hour; \$41,539 per year
- 2. \$22.43 per hour; \$43,887 per year
- 3. \$23.57 per hour; \$46,117 per year

- 4. \$24.75 per hour; \$48,426 per year
- 5. \$25.94 per hour; \$50,754 per year

**Part 1:** Determine the difference between the maximum rate of pay of the position the employee is being appointed to and the maximum rate of pay of their current substantive position. If the difference is higher than the lowest difference between the new position's increment steps, it is deemed to be a promotion.

- A. The difference between the maximum rate of pay of the CR-03 and that of the IN-01 is \$3,723 (\$54,478 \$50,754).
- B. The difference between the increment steps of the CR-03 pay scale are as follows (lowest difference in bold):
  - Between steps 1 and 2: \$51,827 \$50,503 = **\$1,324**
  - Between steps 2 and 3: \$53,151 \$51,827 = \$1,324
  - Between steps 3 and 4: \$54,478 \$53,151 = \$1,327

As the difference in A is higher than the lowest difference between the CR-03 increment steps (B), the appointment is deemed to be a promotion.

**Part 2:** To calculate the appropriate step to which the employee will be appointed, the lowest difference (B) is added to the current rate of pay of the employee:

- 1. \$41,539 + \$1,324 = \$42,863
- 2. \$43,887 + \$1,324 = \$45,211
- 3. \$46,117 + \$1,324 = \$47,441
- 4. \$48,426 + \$1,324 = \$49,750
- 5. \$50,754 + \$1,324 = \$52,078

Part 3: The employee is appointed to the nearest rate of pay in the new position (but not lower than the salary calculated in Part 2).

**NOTE:** Rates of pay for the CR-03 position are listed as an annual salary, based on full-time hours (37.5 hours per week, or 1,956.6 hours per year). To determine the hourly rate of pay, divide the annual salary by 1,956.6:

- 1. \$50,503 divided by 1,956.6 = \$25.81 per hour
- 2. \$51,827 divided by 1,956.6 = \$26.49 per hour
- 3. \$53,151 divided by 1,956.6 = \$27.16 per hour
- 4. \$54,478 divided by 1,956.6 = \$27.84 per hour

How will I be paid as an employee in the Core Public Administration?

The way you are paid will be changing once you are appointed into the Core Public Administration. Your Assigned Work Week (AWW) will be aligned with each 56-day schedule of work. When you receive your

schedule, you will be required to enter it into the Time Management System (TMS) for the entire duration of the schedule. Following this, each day you are scheduled to work you will enter your time worked on each survey with the applicable activity codes, based on direction from your supervisor. If you take leave for one of your scheduled shifts, you must enter that leave in a timely manner (either before you proceed on leave, or on the day following your return from leave). If you do not enter your time (or leave, as appropriate) against your schedule, you and your supervisor will receive a "delinquent notification" to ensure this information is entered as soon as possible.

Previously, you were required to enter pay claims on each day worked and submit your claims on a bi-weekly basis for each pay period. Pay claims will no longer be required, as you will automatically be paid double your AWW on a bi-weekly basis. As your AWW will equal the weekly average of your scheduled hours over the 56-day schedule (4 pay periods), your total pay will equal the total scheduled hours worked over the same period, regardless of the actual hours worked during each pay period. Below is an example scenario where you may not work the same hours each pay period, but the total 56-day period equals your AWW multiplied by 8 weeks.

#### Example:

- John Doe has an AWW of 20 hours a week. The required hours for the 56-day period is 160 hours (20 hours/week x 8 weeks = 160 hours).
- John receives a schedule that requires him to work 50 hours in the first pay period, 30 hours in the second pay period, 40 hours in the third pay period, and 40 hours in the last pay period (160 hours total).
- Each pay period, John will receive pay for 40 hours, which equates to 160 hours of pay over the 56-day schedule (4 pay periods).
- John is required to work his schedule, unless he requests and is approved leave for a day that is scheduled, and he has available credits for the type of leave he is requesting.

#### How will I be reimbursed for Same-Day Travel expenses?

Previously, if you were travelling to conduct personal interviews and returning home on the same day, you entered these expenses in your TMS portal and submitted with your pay claims for reimbursement on your bi-weekly pay cheque.

Going forward, this same functionality will be available in your TMS. You will enter your same-day travel expenses in the portal in TMS and submit to your Data Collection Manager for approval on the same biweekly basis. A calendar of cut-off dates will be updated and posted to ensure that your entries meet the pay-cut off requirements. Please ensure that you continue to follow the guidelines and procedures previously provided by your management team.

#### Hours of work

While AWW will not be affected specifically by the appointments, it will continue to fluctuate as survey workload fluctuates. To this end, senior management is also looking into other sources of work that are not currently available to SSO employees (for example, data entry and general administrative duties),

but can be included in the CR-03 position/job description. The goal is to find work that will not only diversify the employee experience, but also help to fill periods when survey workload is low, resulting in more stable hours of work over longer periods of time and a more predictable schedule. These new duties will be introduced gradually, and training and coaching will proceed their introduction. Please note that part-time hours will continue with the CR-03 appointments, but there may be more opportunities to increase hours as duties are added, dependent on available workload and employee availability. We are currently undertaking a workload analysis to determine the possibility of providing full-time hours (37.5 hours per week) to a portion of the workforce. Please note, however, that full-time hours would be scheduled over days, evenings, and weekends, based on operational requirements. Further details regarding availability of full-time hours and selection of employees for these hours will be communicated once they are available.

#### Scheduling

There are provisions in the PA collective agreement regarding shift schedules that differ slightly from similar provisions in the SSO collective agreement (for example, length of schedule). Ultimately, however, schedules will always be based on workload availability and operational requirements, with employee availability taken into consideration. Scheduling will continue to be done using regular, rotating shifts on days, evenings, and weekends. Data collection will continue to be a seven (7) day operation, including designated holidays. Note that as per the PA collective agreement, part-time employees are not paid for designated holidays, but instead receive a percentage payment on all straight-time hours worked. Part-time employees who are required to work on a designated holiday will be paid at time and one half (1.5) of the straight-time rate of pay.

#### How will position location be determined?

Unlike SSO, all positions within the core public administration must be attached to a physical office that is under the employer's control; as such, some employees may notice a new position location on their letter of offer. This will not result in a change to your reporting structure or workload (including any field work), and **you are not required to relocate to your position location if you do not already live there**. You will continue to report to the same supervisor and management team, and will continue to complete your work in the same area where you currently reside. Remember that should you chose to move at any time (whether to your position location or elsewhere), you must first have a conversation with your manager to determine any potential effects on operational requirements. In addition, as noted previously, your current hybrid work arrangement will continue as it has to date.

For employees who live in a province where there is no Statistics Canada office, you will see a change in your tax deductions as this is based on the province of your position location. For any questions related to your taxes, please contact the <u>Canada Revenue Agency</u> once you receive your letter of offer.

Where can I direct any additional questions I may have?

Please submit your questions to statcan.sso-modernization-modernisation-oes.statcan@statcan.gc.ca.

# Background information

# Key messages

- We are pleased to inform you that all Interviewers will be offered CR-03 appointments at their current Interviewer tenure (temporary or permanent) in the coming months. This group and level was determined following a review of the job description by our Classification team. A more specific effective date will be communicated closer to the projected date of appointments and we will keep you informed of the various steps involved in the process as they arise.
- We are working to minimize delays in preparing the logistics for these appointments, but there are a number of different requirements that need to be taken into consideration.
- These appointments come with a number of advantages to employees, including a higher pay rate and increased stabilization of hours, as well as increased opportunity for career development and employment mobility across the federal public service.
- All health care and dental benefits, leave and pensionable service accumulation will continue in the new position, and employees will fall under the terms and conditions outlined in the Program and Administration Services (or PA) collective agreement.
- Your job description has been updated to provide for a much more enriched role, Training and coaching will be provided to you prior to implementing any new duties into your day-to-day responsibilities, and these will gradually be introduced over time. Rest assured that you will be supported throughout this process so that you are prepared.

# Why is this taking place?

As part of the agency's modernization journey, the current operating model was reviewed to ensure its continued relevance to the workforce, Statistics Canada's operations and the ongoing, efficient delivery of service to Canadians. Due to SSO's separate agency status, the scope of work is limited to survey administration (which can fluctuate frequently and drastically throughout the year), and employees face limited career prospects. Upon appointment to Statistics Canada, SSO employees will have improved opportunities for career progression, access to a greater diversity of work, improved job stability and wages, and greater inclusion into the agency and the wider public service.

# When will these appointments take place?

The appointment to the CR-03 positions will take effect on November 23, 2023. Employees will be receiving a letter of offer via email in early November. If you are planning to be away from work during this time and will not have access to your Statistics Canada email, please ensure that you provide your supervisor or manager with an alternate email address where you will be able to receive your letter of offer. Please ensure that when you receive this offer, you respond as quickly as possible to ensure administrative files are updated in a timely manner.

How will this benefit my career progression?

This transition is expected to enable the agency to broaden the range of duties that can be offered to our Interviewer workforce. This will allow you to gain experience in leveraging new tools and technology, as well as the chance to diversify skill sets, thus preparing you to take advantage of career broadening opportunities and access to new training. In addition to prospects for gaining experience from a wider array of internal opportunities, you will now also have greater access to job opportunities across the Federal Public Service. For example, you will now be able to apply for job opportunities open to employees of Statistics Canada, which are not currently available to SSO employees. More information can be found on the Public Service Commission's reference list.

We plan to host information sessions, for those that are interested, that will assist you in learning how to seek and apply for positions both at Statistics Canada and the rest of the public service or consider temporary opportunities and assignments.

### How will this affect my rate of pay?

The appointments will result in an increase in your substantive rate of pay. Interviewers will be offered appointments at the CR-03 group and level, in accordance with the <u>Program and Administrative Services</u> (<u>PA</u>) collective <u>agreement</u>. Your rate of pay will be calculated in accordance with the <u>Directive on Terms and Conditions of Employment</u> for the core public administration (CPA) and based upon rates for the CR-03 salary scale (can be found in the collective agreement linked above, and which will be updated once there is a new collective agreement).

### What will happen to my current benefits?

You will continue to benefit from access to the same Public Service Health Care, Dental, Disability Insurance and Supplementary Death Benefit plans without disruption, as well as see no impact to the structure of your pension plan. Additionally, your service with SSO will count towards establishing your continuous employment for pension purposes, as well as service in establishing leave entitlements, in your new position.

#### What happens to my existing leave credits?

In accordance with article 34.17 of the PA collective agreement, there is a provision for your unused **paid** vacation credits to be transferred to your new position within Statistics Canada. In addition, in accordance with the Directive on Terms and Conditions of Employment for the CPA, your existing **paid** sick leave credits will be transferred to your new position. Upon appointment, and depending upon appointment status, you may accumulate leave credits in accordance with the PA collective agreement.

#### Specific leave types

There are a number of leave types that are for available for one-time use (for example, one-time vacation leave and leave without pay for personal reasons) or that renew each year (for example, family-related responsibilities paid leave and paid personal days) that exist in both the SSO and PA collective agreement. The PA collective agreement contains a provision under the article on Leave,

General, indicating that "an employee shall not earn or be granted leave credits under this agreement in any month or in any fiscal year for which leave has already been credited or granted to him or her under the terms of any other collective agreement." As such, any leave that has been earned but not yet used will be available for use in your new position; leave that has already been used will not become available again.

#### Will I have to apply to a job posting to keep my position?

No, you will not need to apply. Interviewers will be offered non-advertised appointments pursuant to the Public Service Employment Act (PSEA) at their current tenure (temporary or permanent).

#### Conversion to indeterminate and temporary funding

Upon appointment, you will no longer be subject to the SSO Policy on the Conversion from Term to Indeterminate Employment. It will be replaced by the Directive on Term Employment, which provides for indeterminate conversion after three (3) years, excepting positions that are under temporary funding. Note that your years of service in SSO will not count towards accumulation of years of service under the Directive for the purposes of indeterminate conversion. We will be undertaking a workforce analysis prior to the effective date of appointments in order to determine appropriate next steps regarding pre- and post-appointment conversions to indeterminate status, as well as temporary and ongoing (base) funding for positions.

#### What can I expect following my appointment?

Following your appointment, you will continue to report to Data Collection Supervisors and perform data collection duties, as well as other activities as required. In addition, over time you will also benefit from access to other roles and duties, as well as training and career-broadening opportunities.

Your current hybrid work arrangement will continue as it has to date, and you will continue to be represented by the Public Service Alliance of Canada (PSAC). Once the appointments become effective, Interviewers will fall under the <u>PA collective agreement</u> and the same Statistics Canada/Treasury Board/Public Service Commission instruments as all other Statistics Canada employees in the CR group. Until then, the SSO collective agreement and SSO-specific HR directives on the RO corner and ICN will continue to apply.

#### Probationary period

Due to a legal requirement under the Public Service Employment Act (PSEA), all new appointments to the core public administration (CPA), including these CR-03 appointments, are subject to a one (1) year probationary period. The purpose of a probationary period is to confirm that the employee is able to perform the duties of the position to which they were appointed. Note that the probationary period will have no impact on your tenure (temporary or permanent), years of service, leave, or benefits.

I am currently in a bilingual position. Will I have to undergo any additional language testing for this new position?

Yes. In order to be appointed to a position identified as bilingual, employees must complete Second Language Evaluations (SLE). This is a requirement for positions staffed under the PSEA (whether within Statistics Canada or elsewhere in the Federal Public Service). For those who have already completed Public Service Commission SLE tests (for example, new hires after January 1, 2023, or participants in the voluntary opportunity earlier this year) and have valid results, you may not need to redo the tests. It will be important to prepare for and be available for scheduled testing.

When will I be informed of upcoming Second Language Evaluations and how can I prepare accordingly?

Interviewers currently in bilingual positions will begin to receive invitations to complete SLEs soon after this announcement. In order to prepare for these evaluations, it is recommended that you familiarize yourself with the <u>available tools and practice tests</u>. Management will ensure that employees are provided with some time and support to prepare for these assessments.

What happens if I do not pass the Second Language Evaluations?

If you do not meet the levels required for the position (BBB/BBB), alternative strategies will be determined on a case-by-case basis. However, this will not affect your eligibility for appointment.

#### Bilingual positions and third (non-official) language

The linguistic profile for bilingual imperative CR-03 positions was determined as BBB/BBB following a review by Official Languages Policy experts of the types of duties to be performed, including internal interactions and communication with the public. As noted in the original questions and answers document (included in the email announcement of May 18 from the Chief Statistician), in order to be appointed to a position identified as bilingual employees must complete Second Language Evaluations (SLE). If you are tested and do not meet the levels required, alternative strategies will be determined on a case-by-case basis; however, this will not affect your eligibility for appointment.

Please note that within the core public administration, bilingual positions are limited to those using both official languages (English and French) to conduct their work. In other words, if your current SSO position requires you to use a language other than English or French (for example, Mandarin), this will not be formally reflected in your new appointment, nor will it result in receipt of the bilingual bonus. However, capacity in a non-official language may increase your access to workload requiring that capability.

What happens if I am already in a term position at Statistics Canada (e.g. Data Collection Supervisor)?

Interviewers will be offered appointments with Statistics Canada at their current tenure, even if they are not currently active in that position. This may mean an adjustment to your current appointment with Statistics Canada. As each case may differ, depending on the term position that is currently held at Statistics Canada, an individualized plan for all affected employees will be developed and specific details provided, once your plan has been finalized.

#### What if I do not want to accept the appointment with Statistics Canada?

The Interviewer position will no longer exist within SSO once all appointments have been completed. Therefore, should you choose to decline the appointment offer:

- If you are an indeterminate Interviewer, you will be laid off in accordance with the provisions of your current SSO collective agreement.
- If you are a term employee, your term will end at the current specified date, or the effective date of the appointments, whichever occurs first.

#### Severance payment calculations – SSO collective agreement

Reference – Article 52 Statistics Survey Operations collective agreement

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).

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.

Article 20 – Job Security 20.04 - 120 days notice – On May 18, 2023, we provided information to all employees that if they refused the upcoming CR 03 appointments, indeterminate employees would be laid off. This lay-off date for any indeterminate employees, will therefore be November 22, 2023.

#### **Calculation Formula**

First – in accordance with article 52.01 (a) – all employees have less than 10 years employment since the voluntary severance option was eliminated April 29, 2015. At that time, all employees received severance payment options for service up to and including April 29, 2015. As per 52.02, this service cannot be counted again for continuous employment purposes in article 52.01 (a). Therefore, based on the April 29, 2015 date, in all cases the continuous employment date starts from that date on a go forward basis to the lay-off date.

Secondly, in accordance with article 52.04 – a determination of number of complete years from 30 April 2015 to 22 November 2023 is established by dividing the total of all straight-time hours worked in that period by nineteen hundred and fifty (1950). This will determine the number of complete years and consequently, weeks of severance to be paid.

Then – the resulting number of weeks to be paid (in accordance with 52.01 (a) On the first lay-off, for the first complete year of continuous employment, two (2) weeks' pay, 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)) are then multiplied by the current rate of pay multiplied by 37.5 hours.

#### Example

Jane Doe started with Statistics Survey Operations 1 May 2002. Effective April 29, 2015, elimination of the voluntary severance pay was extended to all employees with options found in Annex C of the Statistics Survey Operations collective agreement:

50.07 Options

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

- 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
- 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).

At the time, Jane took option (a) and received the single payment based on severance calculations outlined in Article 52 above.

For her severance payment, if she refuses the CR 03 offer, a calculation will be done for continuous employment from April 30, 2015 to the lay-off date of November 22, 2023 and as per article 52.04 above, a determination of full-time years will be made.

**For example purposes only and in no way is to be used in individual circumstances**, the resulting calculation provided that Jane had worked the full-time equivalent of 4 years and 60 days, and was currently at the 5<sup>th</sup> step of the SSO rates of pay (\$25.94 per hour). Jane will then receive the payment as prescribed:

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1^{st} complete year $25.94 x 37.5 x 2 weeks = $1945.50

2^{nd} complete year $25.94 x 37.5 x 1 week = $972.75

3^{rd} complete year $25.94 x 37.5 x 1 week = $972.75

4^{th} complete year $25.94 x 37.5 x 1 week = $972.75

Partial year of 60 days divided by 365 (16%) = 1 week pay multiplied by 16% x $25.94 x 37.5 = $155.64
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Total severance payment = \$5019.39