

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:

- 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).

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 5th step of the SSO rates of pay (\$25.94 per hour). Jane will then receive the payment as prescribed:

1st complete year $\$25.94 \times 37.5 \times 2 \text{ weeks} = \1945.50
2nd complete year $\$25.94 \times 37.5 \times 1 \text{ week} = \972.75
3rd complete year $\$25.94 \times 37.5 \times 1 \text{ week} = \972.75
4th complete year $\$25.94 \times 37.5 \times 1 \text{ 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

Total severance payment = \$5019.39

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