

2100-918A-3
Encl 9A

Statistical Survey Operations

Interviewers and Senior Interviewers engaged in the carrying out
of survey activities
primarily outside Statistics Canada Regional Offices

Collective Agreement
between Statistical Survey
Operations and the Public
Service Alliance of Canada

Expiry date: November 30, 2007

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**Asterisks denote changes from the previous Collective Agreement.

Article 1

Purpose of Agreement

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Alliance and the employees and to set forth herein certain terms and conditions of employment for all employees described in the certificate issued by the Public Service Staff Relations Board on November 30, 2000.

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

Article 2

Interpretation and Definitions

2.01 For the purpose of this Agreement:

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

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

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.

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In the event that an employee believes that his/her Assigned Workweek (AWW) is inconsistent with his/her actual hours, the employee may request a review by the Employer.

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

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

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

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

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

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

“Employer” means the Minister Responsible for Statistics Canada and includes any person authorized to exercise the Minister’s authority (Employeur);

“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);

“lay-off” means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function (mise en disponibilité);

“leave” means authorized absence from duty by an employee during a period where he/she is required to perform his/her duties (congé);

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

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“overtime” means authorized work performed on a normal working day in excess of the maximum quarterly four hundred eighty-seven and one-half (487 ½) hours at the straight-time

rate as specified in Article 23.05 and authorized work performed on a day of rest as established pursuant to clauses 23.12 and 23.13, but does not include time worked on a holiday (heures supplémentaires).

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“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 *Public Service Labour Relations Act* (employé/e à temps partiel).

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

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

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

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

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

Article 3

Application

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

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

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

Article 4

State Security

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

Article 5

Precedence of Legislation and the Collective Agreement

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

Article 6

Managerial Responsibilities

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

Article 7

Recognition

7.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the Public Service Staff Relations Board on the 30th day of November, 2000, covering all employees engaged in the carrying out of survey activities primarily outside of Statistics Canada Offices.

Article 8

Employee Representatives

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

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

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

8.04

(a) A representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his/her supervisor before resuming his/her normal duties.

(b) Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.

8.05 The Alliance shall have the opportunity to have an employee representative introduced to new employees, at training sessions, at no cost to the Employer.

Article 9

Use of Employer Facilities

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

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

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

Article 10

Check-off

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

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

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

10.04 An employee who satisfies the Employer to the extent that he/she 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.

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10.05 No employee organization as defined in Section 2 of the *Public Service 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 by cheque 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.

