

2100-918-3
Enc 012A
RO

Statistical Survey Operations

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

primarily in Statistics Canada Regional Offices

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

Expiry date: November 30, 2007

Table of Contents

	<u>Page</u>
Article 1 - Purpose of Agreement	5
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	8
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.....	19
Article 23 - ** Hours of Work.....	24
Article 24 - ** Overtime.....	28
Article 25 - ** Evening and Weekend Premiums.....	31
Article 26 - Designated Paid Holidays.....	31
Article 27 - Travelling Time.....	32
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.....	42
Article 33 - Maternity-Related Reassignment or Leave.....	42
Article 34 - Medical Appointment for Pregnant Employees.....	43
Article 35 - Maternity Leave Without Pay (also refer to Annex "H", p.76).....	43
Article 36 - Parental Leave Without Pay (also refer to Annex "H", p.76).....	48
Article 37 - ** Leave Without Pay for the Care of Immediate Family.....	52
Article 38 - Leave With Pay for Family Related Responsibilities.....	53
Article 39 - ** Leave Without Pay for Personal Needs.....	54
Article 40 - Marriage Leave With Pay.....	55
Article 41 - ** Leave Without Pay for Relocation of Spouse.....	55

Article 42 - ** Bereavement Leave With Pay.....	55
Article 43 - Court Leave	56
Article 44 - ** Personnel Selection Leave.....	57
Article 45 - Education Leave Without Pay and Career Development Leave.....	57
Article 46 - ** Leave With or Without Pay for Other Reasons	59
Article 47 - Restriction on Outside Employment.....	60
Article 48 - Statement of Duties	60
Article 49 - Employee Performance Review and Employee Files.....	60
Article 50 - ** Severance Pay.....	61
Article 51 - Pay Administration	63
Article 52 - Agreement Reopener	64
Article 53 - ** Duration.....	64
ANNEX "A" - ** Hourly Rates of Pay and Pay Notes.....	66
ANNEX "B" - Memorandum of Understanding - Reclassification.....	68
ANNEX "C" - Memorandum of Understanding - Second Language Premium	70
ANNEX "D" - Memorandum of Understanding - Dental Care Plan.....	71
ANNEX "E" - Memorandum of Understanding - National Joint Council Directives.....	72
ANNEX "F" - ** Memorandum of Understanding – Social Justice Fund	73
ANNEX "G" - ** Memorandum of Understanding – Grievance Procedure.....	74
ANNEX "H" - ** Memorandum of Understanding – Maternity and parental Leave and Allowances.....	76

** 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 January 27, 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 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

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.

“bargaining unit” means the employees of the Employer described in the certificate issued by the Public Service Staff Relations Board on the 27th day of January, 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 the 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 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 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 *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 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 *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);

“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.

**

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.

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 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 27th day of January, 2000, covering all employees engaged in the carrying out of survey activities primarily in the Statistics Canada Regional 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 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.

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.

