

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

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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 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);

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“family” except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-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);

“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.

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.

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.

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 and will endeavour to do so within one (1) month after receipt from the printer.

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 Public Service Labour Relations Board alleging an unfair labour practice under Division 12 of the *Public Service Labour Relations Act*

14.01 When operational requirements permit, the Employer will grant leave with pay:

(a) to an employee who makes a complaint on his/her own behalf, before the Public Service Labour Relations 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 When operational requirements permit, 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 Public Service Labour Relations 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,
and
- (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.

14.08 When an employee wishes to represent, at a meeting with the Employer, an employee who has presented a grievance, the Employer will arrange the meeting having regard to operational requirements, and will grant leave with pay to the representative when the meeting is held in his/her headquarters area and leave without pay when the meeting is held outside his/her headquarters area.

14.09 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.

Contract Negotiation Meetings

14.10 When operational requirements permit, 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, 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.

Article 15

Illegal Strikes

15.01 The *Public Service 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 paragraph 12(2)(c) of the *Financial Administration Act*, for participating in an illegal strike as defined in the *Public Service 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 origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, membership or activity in the Alliance, marital status 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.

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.

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

20.02 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, sixty (60) days in advance, that his or her services will no longer be required as of that date.

20.03 A person who has been laid-off pursuant to clause 20.02 is entitled to a priority for appointment without competition to a position in SSO for which in the opinion of the Employer he/she is qualified. This priority is accorded for one (1) year following the lay-off date.

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

20.05 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.

20.06 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.

20.07 An indeterminate employee who has been laid-off and who is reappointed to a term position pursuant to clause 20.03 shall continue to be entitled to a priority for appointment for the remainder of the one (1) year period provided in clause 20.03.

20.08 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 20.02 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 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 one (1) day's 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 *Public Service 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 *Public Service 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.

