

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE SENATE OF CANADA**

**AND**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**Expiry date: September 30, 2007**



## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1 Purpose of Agreement.....	1
* 2 Interpretation and Definitions .....	1
3 Application .....	2
4 Present Conditions and Benefits.....	3
5 Precedence of Legislation and the Collective Agreement.....	3
6 Managerial Responsibilities.....	3
7 Recognition.....	3
8 Appointment of Representatives .....	4
9 Technological Change .....	4
* 10 Check-off.....	5
* 11 Information .....	5
* 12 Provision of Bulletin Board Space and Other Facilities .....	6
13 Leave With or Without Pay for Alliance Business.....	7
14 No Discrimination.....	9
15 Joint Consultation.....	10
* 16 Employees on Premises of Other Employers.....	10
17 Restriction from Outside Employment.....	10
* 18 Leave.....	10
* 19 Vacation Leave.....	11
20 Designated Paid Holidays .....	15
* 21 Other Leave With or Without Pay.....	17
* 22 Sick Leave .....	29
* 23 Education Leave Without Pay and Career Development Leave.....	30
* 24 Severance Pay.....	31
* 25 Hours of Work.....	32
26 Shift Premium.....	34
* 27 Overtime .....	34
* 28 Pay Administration.....	35
29 Travelling Time.....	38
30 Call-Back Pay.....	39
31 Statement of Duties .....	40
* 32 Employee Performance Review and Employee Files.....	40
33 Suspension and Discipline .....	41
* 34 Grievance Procedure .....	42
35 Uniform Clothing Issue.....	46
36 Personal Harassment .....	46
* 37 Health and Safety .....	46
* 38 Insurance Plans.....	49
39 Job Security .....	49
40 Wash-Up Time .....	50
* 41 Seniority.....	50
42 Agreement Re-Opener .....	51
* 43 Duration .....	51
Signatures .....	52

**APPENDICES**

**PAGE**

\* Appendix "A" - Rates of Pay ..... 53

\* Appendix "A-1" - Rates of Pay ..... 54

\* Pay Notes - Conversion Rates of Pay - New classification structure and new pay  
structure for the Senate - PSAC ..... 55

Appendix "B" – Provisions respecting pay on reclassification or conversion  
of employees in the Operational Group during the life of this  
collective agreement..... 57

\* Appendix "C" – PPS - Scale of Issue Uniforms ..... 59

Appendix "D" - Terms and conditions of Part time employees ..... 60

\* Appendix "E" – Memorandum of Agreement between the Senate and the Operational  
Group bargaining unit conversion review process for the transition  
to a new classification structure ..... 62

## **ARTICLE 1**

### **PURPOSE OF AGREEMENT**

**1.01** - The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Alliance, and to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.

**1.02** - The parties to this Agreement share a desire to improve the quality of the services to the Senate of Canada and to promote the well-being and increased efficiency of its employees to the end that the Senate will be well and efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Senate in which members of the bargaining unit are employed.

## **ARTICLE 2**

### **INTERPRETATION AND DEFINITIONS**

**2.01** - For the purpose of this Agreement:

- (a) "Alliance" means the "Public Service Alliance of Canada";
- (b) "bargaining unit" means the employees of the Employer in the Group described in Article 7;
- \* (c) "common-law partner" means a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year;
- \* (d) "compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in his letter of offer on the day immediately prior to the day on which leave is taken;
- (e) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
- (f) "day of rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave or absent from duty without permission;
- (g) "double time" means two (2) times the hourly rate of pay;
- (h) "employee" means a person who is a member of the bargaining unit;
- (i) "employer" means the Senate of Canada and includes any person authorized to exercise the authority of the Senate of Canada pursuant to the *Parliamentary Employment and Staff Relations Act.*;

- (j) "holiday" means the twenty-four (24) hour period commencing at 00:01 hour of a day designated as a paid holiday in this Agreement;
- \* (k) "hourly rate of pay" means a full-time employee's weekly rate of pay divided by thirty-five (35);
- (l) "lay-off" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function;
- (m) "leave" means authorized absence from duty by an employee during his regular or normal hours of work;
- (n) "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;
- (o) "overtime" means authorized work performed in excess of an employee's regular or normal scheduled hours of work;
- \* (p) "spouse" will, when required, be interpreted to include "common-law partner";
- (q) "term employee" means an employee who has been appointed for a specified period;
- (r) "time and one-half" means one and one-half (1½) times the hourly rate of pay;
- (s) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176.

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

- (a) if defined in the *Parliamentary Employment and Staff Relations Act*, have the same meaning as given to them in the *Parliamentary Employment and Staff Relations Act*;

and

- (b) if defined in the *Interpretation Act*, but not defined in the *Parliamentary Employment and Staff 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** - Throughout this Agreement, words importing the masculine gender shall include the feminine gender.

## **ARTICLE 4**

### **PRESENT CONDITIONS AND BENEFITS**

**4.01** - 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.

**4.02** - Every reasonable effort should be made to notify employees in writing of any significant change affecting working conditions or conditions of employment at least thirty (30) days prior to the introduction of the change.

## **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. The parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable law.

## **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 the Senate of Canada.

**6.02** - The Employer undertakes to exercise its managerial rights and discretion in a fair and reasonable manner.

## **ARTICLE 7**

### **RECOGNITION**

**7.01** - The Employer recognizes the Alliance as the exclusive bargaining agent for all employees described in the certificate issued to the Public Service Alliance of Canada by the Public Service Staff Relations Board (PSSRB) on the eighth (8) day of May 1987 covering employees of the Employer in the Operational Group of the Senate, except employees in the Protective Services Sub-Group.

**7.02** - The employees involved in light duty maintenance cleaning, who work three (3) hours a day, five (5) days a week, are now part of this bargaining unit, by virtue of the amended certificate issued by the PSSRB on November 16, 1993. Their terms and conditions of employment, where they differ from those of the other employees of the local, are reflected in Appendix "D".

## **ARTICLE 8**

### **APPOINTMENT OF REPRESENTATIVES**

**8.01** - The Employer acknowledges the right of the Alliance to appoint representatives.

**8.02** - The Alliance shall determine the jurisdiction of each representative, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure.

**8.03** - The Alliance shall notify the Employer in writing of the name and jurisdiction of its representatives.

**8.04** - A representative shall obtain the permission of his immediate supervisor before leaving his work to investigate with fellow employees complaints of an urgent nature, to meet with 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 to his supervisor before resuming his normal duties.

## **ARTICLE 9**

### **TECHNOLOGICAL CHANGE**

**9.01** - 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.

**9.02** - 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.

**9.03** - The written notice provided for in clause 9.02 will provide the following information:

- (a) The nature and degree of change.
- (b) The anticipated date or dates on which the Employer plans to effect change.
- (c) The location or locations involved.

**9.04** - As soon as reasonably practicable after notice is given under clause 9.02, the Employer shall consult with the Alliance concerning the effects of the technological change referred to in clause 9.03 on each group of employees. Such consultation will include but not necessarily be limited to the following:

- (a) The approximate number, class and location of employees likely to be affected by the change.
- (b) The effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

**9.05** - When, as a result of technological change, an employee requires new skills or knowledge in order to perform the duties of his substantive position, the Employer will provide the necessary training during the employee's working hours and at no cost to the employee.

## **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 in the bargaining unit. 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 required to make such deduction from that employee's 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 declares in an affidavit that he is a member of a religious organization whose doctrine prevents him as a matter of conscience from making financial contributions to an employee organization and that he 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 3 of the *Parliamentary Employment and Staff 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 in the bargaining unit.

\* **10.06** - The amounts deducted in accordance with clause 10.01 shall be remitted to the Comptroller of the Alliance within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

**10.07** - 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 of liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

**10.08** - The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.

## **ARTICLE 11**

### **INFORMATION**

**11.01** - The Employer agrees to provide the Alliance on an annual basis with the name, the date of

appointment and classification of each employee in the bargaining unit. The list will be submitted in January of each year.

- \* **11.02** - The Employer shall supply each employee with a copy of the Collective Agreement and will endeavour to do so within ninety (90) days from the date of signing of the Collective Agreement but in any event within one (1) month after receipt from the printer.

**11.03** - The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and to provide such employees with a copy of the Collective Agreement within five (5) working days from the first day of working on the job.

**11.04** - The Employer agrees to introduce new and/or newly transferred employees to their union representative and/or his alternate on the first day of working on the job.

**11.05** - When employees enter or leave the bargaining unit, the Employer shall notify the Alliance within fifteen (15) working days.

- \* **11.06** - New employees shall be provided with a copy of the job description concerning their position as well as a detailed folder concerning the pension plan and the insurance plans. Changes made to the above documents shall be communicated in writing to the employee.

**11.07** - When an employee entering his last year of pensionable service under the Public Service Superannuation Plan requests in writing a statement of his superannuation account, the Employer shall provide him with the following information:

- (a) the total period of pensionable service of that employee;
- (b) any period of service which is not pensionable;
- (c) the average annual salary for the five (5) consecutive year period during which the employee received the highest salary, the identification of said years and the salary received during each year covered by this period;
- (d) the different benefit options to which the employee may be entitled upon retirement, and an explanation of such options;
- (e) types of prior service for which an election may be made, methods by which an employee may increase his pensionable service credit, the cost thereof, and information related thereto.

## **ARTICLE 12**

### **PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES**

**12.01** - Reasonable space on bulletin boards will be made available to the Alliance for the posting of official Alliance notices in convenient locations as determined by the Employer. Notices or other material shall require the prior approval of the Employer except notices of meetings of their members and elections, the names of Alliance representatives, and social and recreational events. In the same fashion, the employer will allow the union the use of its electronic mail services for union activity.

**12.02** - The Employer will make available to the Alliance specific locations on its premises for the placement of reasonable quantities of files and documents of the Alliance.

**12.03** - The Employer may make its premises available to the Alliance provided the following conditions are met:

- (a) permission is obtained from the Employer prior to entering the premises;
- (b) there is no additional cost incurred by the Senate. Exceptions may be made where in the opinion of the Employer adherence to this provision would make it virtually impossible for the bargaining agent to communicate with members of the Alliance that it represents;
- (c) the purpose for which the Alliance seeks to use the premises is not considered by the Employer to be adverse to the Employer's interest;
- \* (d) meetings will not be held during the working hours of the employee unless, in the opinion of the Employer, the circumstances are appropriate.

**12.04** - The Employer will deliver any mail originating from the Alliance addressed to members in accordance with the Employer's normal internal mail distribution system. However, the Alliance agrees to indemnify and save the Employer harmless against any claim arising out of the application of this clause.

### **ARTICLE 13**

#### **LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS**

##### **Complaints made to the Public Service Staff Relations Board Pursuant to Section 13 of the Parliamentary Employment and Staff Relations Act**

**13.01** - The Employer will grant leave with pay:

- (a) to an employee who makes a complaint on his own behalf, before the Public Service Staff 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.

##### **Applications for Certification, Representations and Interventions with respect to Applications for Certification**

**13.02** - 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.

**13.03** - The Employer will grant leave with pay:

(a) to an employee called as a witness by the Public Service Staff Relations Board,

and

(b) to an employee called as a witness by an employee or the Alliance.

### **Arbitration Board Hearings**

**13.04** - The Employer will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board.

**13.05** - The Employer will grant leave with pay to an employee called as witness by an Arbitration Board and leave with pay to an employee called as a witness by the Alliance.

### **Adjudication**

**13.06** - 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 the adjudication,

and

(c) a witness called by an employee who is a party to the adjudication.

### **Meetings During the Grievance Process**

**13.07** - When operational requirements permit, the Employer will grant time off with pay to an employee who has presented a grievance for the purpose of attending a grievance hearing.

**13.08** - 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 time off with pay to the representative.

**13.09** - 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 time off with pay for this purpose.

### **Contract Negotiations Meetings**

**13.10** - When operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiations meetings on behalf of the Alliance.

### **Preparatory Contract Negotiations Meetings**

**13.11** - When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiations meetings.

### **Meetings Between the Alliance and Management Not Otherwise Specified in this Article**

**13.12** - When operational requirements permit, the Employer will grant time off with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.

**13.13** - When operational requirements permit, 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 Canadian Labour Congress and the territorial and provincial federations of labour.

### **Representatives' Training Courses**

**13.14** - 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 or to provide such training.

### **Contract Negotiations Meetings**

**13.15** - Provided the Alliance gives the Employer sufficient advance notice, the Employer will grant leave with pay to a maximum of three (3) employees for the purpose of attending contract negotiations meetings on behalf of the Alliance. The Alliance agrees to reimburse the Employer an amount equivalent to the daily rate of pay of each employee who is granted leave under this clause plus salary-related benefits costs in the amount of fifteen and one-half percent (15.5%) for each day the employee is granted leave under this clause.

### **Preparatory Contract Negotiations Meetings**

**13.16** - Provided the Alliance gives the Employer sufficient advance notice, the Employer will grant leave with pay to a maximum of three (3) employees for the purpose of attending preparatory contract negotiations meetings. The Alliance agrees to reimburse the Employer an amount equivalent to the daily rate of pay of each employee who is granted leave under this clause, plus salary related benefits costs in the amount of fifteen and one-half percent (15.5%) for each day the employee is granted leave under this clause.

## **ARTICLE 14**

### **NO DISCRIMINATION**

**14.01** - 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 or ethnic origin, disability, religion, sex, sexual orientation or membership or activity in the Alliance.

## **ARTICLE 15**

### **JOINT CONSULTATION**

**15.01** - The parties acknowledge the mutual benefits to be derived from joint consultation and will consult on matters of common interest.

**15.02** - The subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties.

**15.03** - Consultation meetings shall be held at mutually satisfactory times and shall normally take place on the Employer's premises during working hours.

**15.04** - Employees who represent the Alliance at consultation meetings shall be protected against any loss of normal pay by reason of attendance at such meetings with management.

**15.05** - The parties are prohibited, during such meetings, from agreeing to items which would alter any provision of this agreement.

**15.06** - The minutes of joint consultation meetings shall be posted by the Employer in both official languages, in places readily accessible to all employees within fifteen (15) working days of the meeting.

**15.07** - Within five (5) days of notification of consultation served by either party, each party shall notify the other in writing of the representative authorized to act on their behalf for consultation purposes.

## **ARTICLE 16**

### **EMPLOYEES ON PREMISES OF OTHER EMPLOYERS**

- \* **16.01** - If employees are prevented from performing their duties because of a strike, lock-out or demonstration outside the Parliamentary Precinct, the employees shall report the matter to the Employer, and the Employer will ensure that such employees are assigned elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.

## **ARTICLE 17**

### **RESTRICTION FROM OUTSIDE EMPLOYMENT**

**17.01** - Unless mutually determined by the Employer and the Alliance as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer.

## **ARTICLE 18**

### **LEAVE**

**18.01** - The employer will inform employees of their leave balances three (3) months prior to the end of the

fiscal year. In addition, the Employer will continue the past practice of informing employees informally, upon request, of the balance of their credits.

**18.02** - The amount of leave with pay earned but unused credited to an employee by the Employer at the time this Agreement is signed, or at the time when he becomes subject to this Agreement, shall be retained by the employee.

**18.03** - An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

**18.04** - An employee is not entitled to leave with pay during periods he is on leave without pay or under suspension.

**18.05** - Notwithstanding clause 41.02, when a request is received from an employee for leave not exceeding three (3) days, the Employer shall approve or deny the request within a reasonable period of time on a first come first served basis.

\* **18.06** - In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the daily rate of pay of that employee for the classification prescribed in his letter of offer on the date of the termination of employment.

**18.07** - For the purpose of leave or time off, operational requirements are deemed to exist when:

(a) the absence of the employee will prevent a deadline from being met because the employee cannot readily be replaced,

or

(b) the absence of the employee will cause an interruption or a reduction of a service or activity which is necessary for the continued operations of the Senate.

**18.08** - The employer will make every reasonable effort to grant requests for leave or time off when such requests are made forty-eight (48) hours in advance of such leave or time off. This will not apply to the scheduling of leave or time off for the summer months (June, July and August), where the provisions of clause 19.06 will apply.

## **ARTICLE 19**

### **VACATION LEAVE**

**19.01** - The vacation year shall be from April 1<sup>st</sup> to March 31<sup>st</sup>, inclusive.

\* **Conversion in hours**

**19.02 - Accumulation of Vacation Leave Credits**

\* An employee shall earn vacation leave credits for each calendar month during which he receives pay for at least seventy (70) hours, at the following rate:

- \* (a) eleven decimal six six (11.66) hours until the month in which his fifteenth (15) anniversary of continuous employment occurs (four (4) weeks per fiscal year);
- \* (b) fourteen decimal five eight (14.58) hours per month commencing on the month in which his fifteenth (15) anniversary of continuous employment occurs (five (5) weeks per fiscal year);
- \* (c) seventeen decimal five (17.5) hours per month commencing on the month in which his twenty-ninth (29) anniversary of continuous employment occurs (six (6) weeks per fiscal year).

### **19.03 - Continuous employment**

- (a) For the purpose of clause 19.02 only, all employment within the Senate, whether continuous or discontinuous, shall count toward vacation leave, except where a person who, on leaving the Senate, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is re-appointed to the Senate within one (1) year following the date of lay-off.
- (b) For the purpose of this Article, continuous employment shall also include continuous employment and other employment with breaks in service of less than three (3) months in:
  - (i) the office of a Member of Parliament,
  - (ii) the House of Commons,
  - (iii) the Library of Parliament, and
  - \* (iv) a department named in Schedule I, a portion of the federal public administration named in Schedule IV, or a separate agency named in Schedule V of the Financial Administration Act.
- (c) Notwithstanding clause 19.03 (a) and (b) above, no employee shall have his currently recognized years of employment reduced by the implementation of this Article.

### **19.04 - Entitlement to Vacation Leave With Pay**

An employee is entitled to vacation leave with pay to the extent of his earned credits but an employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

### **Scheduling of Vacation Leave With Pay**

**19.05** - Employees are expected to take all of their vacation leave during the vacation year in which it is earned. However, upon application by an employee which must be received prior to December 31, an employee will be permitted to carry over a maximum equivalent to his total annual leave entitlement into the next fiscal year. Such carry-over must be liquidated during the carry-over year in addition to the normal vacation leave entitlement for that year.

- \* **19.06** - The Employer shall, subject to operational requirements, make every reasonable effort to:
  - (a) schedule an employee's vacation leave in the vacation year in which it is earned;

- (b) schedule the employee's vacation leave with pay for at least two (2) consecutive weeks during the period requested, provided written notice of the period requested is given by the employee as soon as possible after February 1<sup>st</sup>, but no later than March 1<sup>st</sup>. The Employer will respond to an employee's request by April 1<sup>st</sup>;
- (c) schedule at least two (2) weeks' vacation during the period June 1<sup>st</sup> to August 31<sup>st</sup> upon request of the employee;
- (d) schedule the employee's vacation leave with pay on any other basis than that specified in clause 19.06 (b), if the employee gives the Employer at least five (5) days advance written notice for requests of vacation leave with pay of five (5) days or less. However, if no replacement is required during the period of vacation leave, such notice must be given at least two (2) days in advance.

**19.07** - Employees who wish to take blocks of one week or more of annual leave in the summer months (June, July, August) or at Christmas time (from December 24 to January 2) will have precedence, in the allocation of annual leave, over employees who wish to take single days of such leave, the seniority of the latter notwithstanding.

**19.08** - Upon request from the employee, the Employer may for good and sufficient reason schedule vacation leave with pay on shorter notice than that specified in clause 19.06.

**19.09** - The Employer shall give an employee as much notice in writing as is practicable and reasonable approval, disapproval of a request for vacation leave.

**19.10** - Where, in respect of any period of vacation leave, an employee:

- (a) is granted bereavement leave,
- or
- (b) is granted leave with pay because of illness in the immediate family,
- or
- (c) is granted sick leave on production of a medical certificate,
- or
- (d) is granted court leave,

the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or be reinstated for use at a later date.

**Carry-Over**

**19.11** - Where in any vacation year the Employer has not granted all of the vacation leave credited to the employee, the unused portion of his vacation leave shall be carried over into the following vacation year. Carry-over may not exceed one (1) year's entitlement.

**19.12** (a) The Employer shall make every reasonable effort not to recall an employee to duty after he has proceeded on vacation leave with pay.

- (b) Where, during any period of vacation leave, an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Employer that he incurs:
- (i) in proceeding to his place of duty,  
and
  - (ii) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled,  
and
  - (iii) such expenses shall include any non-refundable deposit that the employee may have lost in consequence of his having been recalled to duty,
- after submitting such accounts as are normally required by the Employer.
- (c) The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under this clause to be reimbursed for reasonable expenses incurred by him.
- (d) When the Employer cancels or alters a period of vacation which it had previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action, when available, to the Employer.

\* **19.13** - When an employee dies or otherwise ceases to be employed, he or his estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave with pay to his credit by the daily rate of pay to which he is entitled by virtue of the letter of offer in effect at the time of the termination of his employment.

**19.14** - In the event of the termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the rate of pay applicable to his classification on the date of termination.

**19.15** - Notwithstanding clause 19.13, an employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in clause 19.13 if he requests it within six (6) months following the date upon which his employment is terminated.

### **Advance Payments**

**19.16** - The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.

**19.17** - Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to the commencement of leave. Any overpayment in respect of such pay advances shall be an immediate charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

## **ARTICLE 20**

### **DESIGNATED PAID HOLIDAYS**

**20.01** - Subject to clause 20.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
- (e) Fête nationale (Québec),
- (f) Canada Day,
- (g) The first Monday in August,
- (h) Labour Day,
- (i) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (j) Remembrance Day,
- (k) Christmas Day,
- (l) Boxing day,

and

- (m) one additional day when proclaimed by an Act of Parliament as a National Holiday.

**20.02** - An employee absent without pay on both his working day immediately preceding and his working day immediately following a designated paid holiday, is not entitled to pay for the holiday, except when the employee is granted leave without pay under the provisions of Article 13 (Leave With or Without Pay for Alliance Business or for Other Activities under the *Parliamentary Employment and Staff Relations Act*), and in respect of whom the Alliance has certified that he was paid by the Alliance for Alliance business conducted on the working day preceding and the working day immediately following the designated holiday.

### **Holiday Falling on a Day of Rest**

**20.03** - When a day designated as a holiday under clause 20.01 coincides with an employee's day of rest, the holiday shall be moved to the first (1<sup>st</sup>) scheduled working day following his day of rest. When a day that is a designated holiday is moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

When two (2) days designated as holidays under clause 20.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

**20.04** - When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause 20.03:

(a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest,

and

(b) work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a holiday.

**20.05** - When an employee works on a holiday, he shall be paid:

(a) time and one-half (1½) for all hours worked up to three (3) hours and double (2) time thereafter, in addition to the pay that he would have been granted had he not worked on the holiday,

or

(b) upon request, and with the approval of the Employer, he may be granted:

(i) the equivalent number of hours with pay (straight-time rate of pay) at a later date in lieu of the holiday,

and

(ii) pay at double (2) time the straight-time rate of pay for all hours worked by him on the holiday.

(c) (i) Subject to the operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.

(ii) When in a fiscal year an employee has not been granted all of his lieu days as requested by him, at his option, such lieu days shall be paid off at his straight-time rate of pay or carried over for one (1) year. In all other cases unused lieu days shall be paid off at the employee's straight-time rate of pay.

(iii) The straight-time rate of pay referred to in 20.05(c)(ii) shall be the rate in effect when the lieu day was earned.

**20.06** - When an employee is required to report for work and reports on a designated holiday, he shall be paid the greater of:

(a) compensation in accordance with the provisions of clause 20.05;

or

(b) compensation equivalent to four (4) hours' pay at his straight-time rate of pay.

**20.07** - Where a day that is a designated holiday for an employee coincides with a day of leave with pay,

that day shall count as a holiday and not as a day of leave.

## **ARTICLE 21**

### **OTHER LEAVE WITH OR WITHOUT PAY**

#### **21.01 - Marriage Leave With Pay**

- \* (a) After the completion of one (1) year's continuous employment in the Senate, and providing an employee gives the Employer at least five (5) days' notice, he shall be granted thirty-five (35) working hours marriage leave with pay for the purpose of getting married.
- (b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

#### **21.02 - Bereavement Leave With Pay**

- \* For the purpose of this clause, immediate family is defined as spouse (including common-law partner), children, father, mother, brother, sister, stepmother, stepfather, step-sister, step-brother, parents-in-law, stepchildren, grandchildren or any relative living with the employee.
  - (a) When a member of his immediate family dies, an employee is entitled to bereavement leave with pay for five (5) consecutive working days, to include the day of the funeral. Up to two (2) additional days for travel time shall be granted, if required.
- \* (b) An employee is entitled to one (1) day's bereavement leave with pay for purposes related to the death of his grand-parent, son-in-law, daughter-in-law, brother-in-law or sister-in-law. In the case of the death of the employee's grand-parent, one (1) supplementary day of leave with pay shall be granted.
- (c) If, during a period of compensatory leave, an employee is bereaved in circumstances under which he would have been eligible for bereavement leave with pay under paragraph (a) or (b) of this clause, he shall be granted bereavement leave with pay and his compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted upon presentation of a written request.
- (d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances.

On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clauses 21.02 (a) and (b).

#### **21.03 - Medical appointment for pregnant employees**

- (a) Up to half (1/2) a day of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.
- (b) Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

#### **21.04 - Maternity Leave Without Pay**

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):
  - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized;

or

- (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized;

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalisation during which the employee was not on maternity leave, to a maximum of seventeen (17) weeks.

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
  - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
  - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 22, Sick Leave. For purposes of this subparagraph, the terms "illness" or "injury" as used in Article 22, Sick Leave, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur, unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

#### **21.05 - Maternity Allowance**

(a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that she:

- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
- (ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and

(iii) has signed an agreement with the Employer stating that:

- (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
- (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
- (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:

Allowance received	X	Remaining period to be worked <u>following her return to work</u>
		Total period to be worked as specified in (B)

However, an employee whose specified period of employment expired and who is rehired by the Senate within a period of five (5) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B) and (a)(iii)(C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
  - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and

- (ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 21.05 (c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
  - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
  - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings that the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

#### **21.06 - Special Maternity Allowance for Totally Disabled Employees**

- (a) An employee who:
  - (i) fails to satisfy the eligibility requirement specified in subparagraph 21.05(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance

pregnancy benefits;

and

- (ii) has satisfied all of the other eligibility criteria specified in paragraph 21.05(a) other than those specified in sections (A) and (B) of subparagraph 21.05 (a)(iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 21.05 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

### **21.07 - Parental Leave Without Pay**

- \* (a) Where an employee has or will have the actual care and custody of a newborn child (including the newborn child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.
- \* (c) Notwithstanding sub-clauses (a) and (b) above, at the request of an employee and at the discretion of the employer, the leave referred to sub-clauses (a) and (b) above may be taken in two (2) periods.
- (d) Notwithstanding paragraphs (a) and (b):
  - (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,

or

- (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his child is hospitalized,

- \* the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

- \* (e) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the commencement date of such leave.
- (f) The Employer may:
  - (i) defer the commencement of parental leave without pay at the request of the employee;
  - (ii) grant the employee parental leave without pay with less than four (4) week's notice;
  - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (g) Parental leave without pay taken by a couple employed in the Senate shall not exceed a total of thirty-seven (37) weeks for both individuals combined.
- (h) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

**21.08 - Parental Allowance**

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he:
  - (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
  - (ii) provides the Employer with proof that he has applied for and is in receipt of parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and

  - (iii) has signed an agreement with the Employer stating that:
    - (A) the employee will return to work on the expiry date of his parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
    - (B) following his return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 21.05 (a)(iii)(B), if applicable;
    - (C) should he fail to return to work in accordance with section (A) or should he return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he will be indebted to the Employer for an amount determined as follows:

Allowance received	X	Remaining period to be worked following his return to work Total period to be worked as specified in (B)
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However, an employee whose specified period of employment expired and who is rehired by the Senate within a period of five (5) days or less is not indebted for the amount if his new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B) and (a)(iii)(C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
  - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
  - \* (ii) for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance parental benefits he is eligible to receive and ninety-three per cent (93%) of his weekly rate of pay less any other monies earned during this period which may result in a decrease in employment insurance benefits to which he would have been eligible if no extra monies had been earned during this period;
- (d) At the employee's request, the payment referred to in subparagraph 21.09(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of the employment insurance parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he is required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
  - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
  - (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which he is appointed.

- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing in an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

**21.09 - Special Parental Allowance for Totally Disabled Employees**

(a) An employee who:

- (i) fails to satisfy the eligibility requirement specified in Parental Allowance sub-clause 21.08 (a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Plan (PSMIP) or the *Government Employees Compensation Act* prevents the employee from receiving employment insurance parental benefits;

and

- (ii) has satisfied all of the other eligibility criteria specified in sub-clause 21.08(a) except in subclauses 21.08(a)(ii) and (iii);

shall be paid, in respect of each week of benefits under the parental allowance not received for the reasons described in sub-clause 21.08(a)(i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his weekly disability benefit under the DI Plan, the LTD Plan, the PSMIP, or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 21.08 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to section 23 of the *Employment Insurance Act*, had the employee not been disqualified from EI parental benefits for the reasons described in sub-clause 21.08(a)(i) above.

**21.10 - Leave Without Pay for the Care and Nurturing of Pre-School Age Children**

Subject to operational requirements, an employee shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (b) leave granted under this clause shall be for a minimum period of six (6) weeks;
- (c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Senate;

- (d) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and from the calculation of "service" for the purposes of calculating vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

#### **21.11 - Leave Without Pay for Personal Needs**

Leave without pay will be granted for personal needs, in the following manner:

- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs.
- (b) Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.
- (c) An employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during his total period of employment in the Senate. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer.
- (d) Leave granted under (a) of this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall not be counted for pay increment purposes.
- (e) Leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

#### **21.12 - Leave Without Pay for Relocation of Spouse**

- (a) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is relocated.
- (b) Leave without pay granted under this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved, except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.
- (c) An employee who is granted leave without pay under the provisions of this Article shall be entitled to return to his position at the end of such leave or to a similar position at the equivalent classification if such position(s) is (are) available. If there is no position available, the employee will be entitled to priority staffing for positions for which he is qualified for a period of six (6) months.

#### **21.13 - Leave With Pay for Family-Related Responsibilities**

- \* (a) For the purpose of this clause, family is defined as spouse (or common-law partner residing with the employee), dependent children (including children of legal or common-law partner), parents (including stepparents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.

- (b) The Employer shall grant leave with pay under the following circumstances:
- (i) while an employee is expected to make reasonable effort to schedule medical or dental appointments for dependent family members to minimize or preclude his absence from work, however, when alternate arrangements are not possible an employee shall be granted up to one (1) day for a medical or dental appointment when the dependent family member is incapable of attending the appointments by himself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;
  - (ii) leave with pay to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with the time to make alternate care arrangements where the illness is of a longer duration;
  - (iii) leave with pay for needs directly related to the birth or to the adoption of the employee's child.
- (c) The total leave with pay which may be granted under sub-clauses (b) (i), (ii) and (iii) shall not exceed five (5) days in a fiscal year.
- \* (d) Leave granted under the provisions of subparagraph (b) (i) and (ii) is subject to the employee submitting to the Employer satisfactory evidence that alternate arrangements could not be made.

**21.14 - Court Leave With Pay**

The Employer shall grant leave with pay to an employee for the period of time he is required:

- (a) to be available for jury selection;
  - (b) to serve on a jury;
- or
- (c) by subpoena or summons to attend as a witness in any proceeding held
    - (i) in or under the authority of a court of justice or before a grand jury,
    - (ii) before a court, judge, justice, magistrate or coroner,
    - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of his position,
    - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,
    - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

**21.15 - Injury-on-duty Leave With Pay**

\* An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer when a claim has been made pursuant to the *Government Employees Compensation Act*, and a Provincial Worker's Compensation Board has notified the Employer that it has certified that the employee is unable to work because of:

(a) personal injury accidentally received in the performance of his duties and not caused by the employee's wilful misconduct,

or

(b) an industrial illness or a disease arising out of and in the course of his employment

if the employee agrees to remit to the Receiver General of Canada any amount received by him in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or his agent has paid the premium.

#### **21.16 - Personnel Selection Leave With Pay**

Where an employee participates in a personnel selection process for a position in the Senate, the House of Commons, or the Library of Parliament, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required.

#### **21.17 - Leave With or Without Pay for Other Reasons**

At its discretion, the Employer may grant:

(a) leave with pay when circumstances not directly attributable to the employee prevent his reporting for duty;

(b) leave with or without pay for purposes other than those specified in this Agreement.

Such leave shall not be unreasonably withheld.

#### **21.18 - Deferred Leave**

Deferred leave means a period of authorized leave without pay of between six (6) and twelve (12) consecutive months duration where an employee has requested, in writing, such leave in advance and at that time makes an arrangement to have a percentage of his salary deposited into a trust fund which will provide an income for the employee during the period of leave.

At the request of an employee, his salary for a four (4) year period shall be paid over five (5) years at the rate of eighty percent (80%) per year allowing one (1) year off in the five (5) year period during which the employee would be paid at eighty percent (80%) level. Provision shall be made for varying percentages and time periods.

Subject to operational requirements and at no additional cost to the Employer, an employee may be granted deferred leave in accordance with the following:

(a) Application

- (i) An application for such leave shall be in writing.
- (ii) The reply shall be given to an employee not later than thirty (30) days after the date of the application being submitted. Such leave shall not be unreasonably withheld.

(b) Funding for Deferred Leave

- (i) During the fiscal year(s) prior to the leave, the employee will receive his current remuneration, less the amount which the employee has specified in his application for the fiscal year(s) in question which is to be retained by the Employer.
- (ii) The monies retained by the Employer in accordance with clause (b)(i) shall be deposited in a recognized trust account designated by the employee.

(c) Taking of Deferred Leave

- (i) The deferred leave shall occur according to, and be governed by, a separate agreement between the Employer and the employee.
- (ii) If the Employer is unable to obtain a suitable replacement for an employee for the period of a deferred leave specified by that employee, the Employer may, at its discretion, and upon six (6) months notice to the employee, defer the deferred leave until a suitable replacement is found in accordance with the agreement.
- (iii) On return from the deferred leave, the employee shall be assigned to his previous position or any other similar position that he may agree to without the requirement of a probationary period.
- (iv) After participation in this leave plan, the employee's salary and benefits will be as set out in the agreement then in force between the Employer and the Alliance governing such matters.
- (v) Deferred leave shall not be deemed to be an interruption in continuous employment and seniority, nor shall it affect the number of days of accumulated sick leave or vacation leave, but it shall not count as experience for salary purposes.

(d) Fringe Benefits

During a deferred leave, the responsibility for payment of premiums for fringe benefits for an employee shall be as set forth in the agreement then in force between the Employer and the Alliance governing such matters.

(e) Withdrawal

An employee may withdraw from the leave plan at any time up to six (6) months prior to the date the deferred leave is scheduled to commence unless a commitment has been made to a suitable replacement employee.

\* **21.19 - Volunteer Leave with Pay**

\* Subject to operational requirements as determined by the Employer and with an advance notice of at least

five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven (7) hours of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

## **ARTICLE 22**

### **SICK LEAVE**

#### **22.01 - Credits**

- \* An employee shall earn sick leave credits at the rate of eight decimal seven five (8.75) hours for each calendar month for which he receives pay for at least seventy (70) hours.

#### **Granting of Sick Leave**

**22.02** - An employee shall be granted sick leave with pay when he is unable to perform his duties because of illness or injury provided that:

- (a) he satisfies the Employer of this condition in such a manner and at such a time as may be determined by the Employer,

and

- (b) he has the necessary sick leave credits.

**22.03** - Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 22.02(a).

**22.04** - Reasonable time off may be granted for employees to give blood when the clinic is on the Employer's premises. Time off may also be granted in cases where an employee with a specific blood type is solicited by an authorised blood agency.

**22.05** - When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 22.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee:

- (a) for a period of up to twenty-five (25) days if a decision on an application for injury-on-duty leave is being awaited,

or

- (b) for a period of up to fifteen (15) days in all other cases,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

**22.06** - When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

**22.07** - Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

**22.08** - A new employee who previously worked for another employer listed in clause 19.03(b) shall be credited with the balance of his sick leave credits with the previous employer, in hours, provided the employee can show evidence of such credits.

## **ARTICLE 23**

### **EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE**

#### **Education Leave Without Pay**

**23.01** - The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill his present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

**23.02** - At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to one hundred per cent (100%) of his annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

**23.03** - Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

**23.04** - As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

If the employee:

(a) fails to complete the course;

(b) does not resume employment with the Employer on completion of the course;

or

(c) ceases to be employed before termination of the period he has undertaken to serve after completion of the course;

he shall repay the Employer all allowances paid to him under this article during the education leave or such lesser sum as shall be determined by the Employer.

### **23.05 - Career Development Leave With Pay**

(a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:

- (i) a course given by the Employer;
- (ii) a course offered by a recognized academic institution;
- (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.

(b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 23.05(a) above. The employee shall receive no compensation under the Overtime and Travelling Time provisions of the relevant collective agreement during time spent on career development leave provided for in this clause.

(c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

### **Examination Leave With Pay**

**23.06** - At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave will only be granted where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his qualifications.

### **23.07 - Training**

- \* When the Employer requires an employee to attend training sessions, whenever possible, the sessions will be scheduled during working hours and the attendance by the employee at these training sessions shall be considered as time worked.

**23.08** - On completion of leave or training under this Article, employees shall be returned to their former position.

## **ARTICLE 24**

### **SEVERANCE PAY**

**24.01** - Upon termination of employment and subject to clause 24.02, an employee shall receive severance benefits calculated on the basis of his weekly rate of pay as follows:

- \* (a) at the rate of two (2) weeks' pay for the first completed year of continuous service, and one (1) week's pay for each completed year of continuous employment thereafter, up to a maximum of twenty-eight (28)

weeks except that if the employment is terminated because of death or retirement, the maximum is thirty (30) weeks.

(b) If an employee dies, severance pay shall be paid to the employee's estate at the rate described in sub-paragraph (a).

(c) An employee who is discharged or who abandons his position is not entitled to severance pay.

**24.02** - 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 24.01 be pyramided.

\* **24.03** - The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in his letter of offer on the date of the termination of his employment.

#### **24.04 - Continuous Employment**

For the purpose of severance pay, continuous employment has the same meaning as continuous employment in clause 19.03 of Article 19, Vacation Leave.

### **ARTICLE 25**

#### **HOURS OF WORK**

**25.01** - The standard work week shall be thirty-five (35) hours in duration and the standard work day shall be seven (7) hours excluding a sixty (60) minute unpaid meal period.

**25.02** (a) Schedules of hours of work shall be posted at least fifteen (15) working days in advance of the starting date of the new schedule, and the Employer shall arrange schedules which will remain in effect for a period of not less than thirty (30) working days.

(b) Provided sufficient advance notice is given, and there is no additional cost to the Employer, the Employer may, at its discretion, approve a request from an employee to amend the work schedule of that employee.

**25.03** - Upon request from the local Alliance representative(s), the parties will meet to review existing hours of work. The Employer will review with the local Alliance representative(s) any change in hours of work which the Employer proposes to institute, when such change will affect the majority of the employees governed by the schedule. In all cases following such reviews, the Employer will, where practical, accommodate such employee representations as may have been conveyed by the Alliance representative(s) during the meeting. By mutual agreement, in writing, the Employer and the local Alliance representative(s) may waive the application of clause 25.04.

**25.04** - Notwithstanding Appendix "D", an employee whose scheduled hours of work are changed without five (5) days' prior notice shall be compensated as follows:

- (a) if the new scheduled starting time of the employee's shift is at least four (4) hours earlier or later than the former scheduled starting time:
  - (i) at one and one-half (1½) times his straight-time rate for the first three (3) hours on the first shift;
  - (ii) at double (2) time for the next four (4) hours;
  - (iii) at double (2) time for all hours on the second shift;
  - (iv) subsequent shifts worked on the new schedule shall be paid for at the straight time.
- (b) if the new scheduled starting time of the employee's shift is less than four (4) hours earlier or later than the former scheduled starting time:
  - (i) at the rate of one and one-half (1½) times his straight-time rate for each hour worked on the first shift outside his former scheduled shift;
  - (ii) subsequent shifts worked on the new schedule shall be paid for at the straight time.
- \* (c) retain his previously scheduled days of rest following the change, or, if worked, such days of rest shall be compensated in accordance with the provisions of the Overtime, Article 27.

**25.05** - Provided sufficient advance notice is given and with the approval of the Employer, qualified employees may exchange shifts if there is no increase in cost to the Employer.

**25.06** - Notwithstanding the provisions of this article, upon request of an employee, this employee may complete his weekly hours of work in a period of other than five (5) full days provided that over a period of forty-two (42) calendar days, employees work an average of thirty-five (35) hours per week. In every such period, employees shall be granted days of rest on days not scheduled as normal work days for them. Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

**25.07** - The Employer shall schedule two (2) rest periods of fifteen (15) minutes each during each shift. Employees may be required to take such rest periods at their work location when the nature of their duties makes it necessary. The rest periods shall be scheduled as close as possible to the middle of each work period.

**25.08** - The Employer agrees that the hours of work will be an appropriate subject for discussion under the provisions of Article 15, Joint Consultation.

**25.09** –

- \* (a) Shift changes shall only take effect following twelve (12) hours of rest.
- (b) There shall be no split shifts.

**25.10** - Subject to operational requirements, when the Senate is in recess, the Employer, in consultation with the Union, will continue the practice of adjusting hours of work.

## **ARTICLE 26**

### **SHIFT PREMIUM**

**26.01** - Effective January 1, 2002, an employee whose standard shift schedule includes hours to be worked between 5:00 p.m. and 7:30 a.m. is entitled to receive a shift premium of one dollar seventy-five (\$1.75) per hour for all complete hours worked between 5:00 p.m. and 7:30 a.m. Effective June 1, 2002, the shift premium shall become two (\$2.00) dollars.

### **WEEKEND PREMIUM**

**26.02** (a) Effective January 1, 2002, employees shall receive an additional premium of one dollar seventy-five (\$1.75) per hour for work on a Saturday and /or Sunday for hours worked as stipulated in (b) below. Effective June 1, 2002, the weekend premium shall become two (\$2.00) dollars.

(b) The weekend premium shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.

## **ARTICLE 27**

### **OVERTIME**

#### **27.01 - Assignment of Overtime Work**

- (a) The Employer shall make every reasonable effort to avoid excessive overtime. The Employer will offer overtime to qualified employees readily available (or on site) and who have indicated their interest in working overtime. The Employer will produce a register on a quarterly basis to demonstrate that the overtime allocation is equitable.
- (b) In the absence of volunteers when an occasion to perform overtime work has come up, the Employer will assign overtime to readily available (or on site) qualified employees on a rotational basis using a reverse order of seniority.

#### **Overtime Compensation**

**27.02** - When an employee is required by the Employer to work overtime, he shall be compensated as follows:

- (a) time and one-half (1½), except as provided for in clause 27.02(b);
- (b) double (2) time for each hour of overtime worked after ten (10) hours' work in any twenty-four (24) hour period or after three (3) hours' work on his first day of rest, and for all hours worked on the second or subsequent day of rest. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may, however, be separated by a designated paid holiday;
- (i) an employee may be paid in cash if he signifies, in writing, to the Employer that he wishes to be paid in cash for a period of at least six (6) months.

- (ii) If the employee wishes to renew or change his option after a minimum of six (6) months, he shall signify his intentions in writing to the Employer.
  - (iii) Employees will be held to the option selected under 27.02(b)(i) or (ii) except in the case of exceptional circumstances.
  - (iv) Cash payments referred to in 27.02(b)(i) or (ii) shall be made at the end of the month following the month during which overtime was earned.
- (c) Compensatory leave earned in a calendar year and outstanding on October 31 of the next following calendar year shall be paid in cash at the employee's regular rate of pay of October 31 of that year. The Employer must notify employees at least thirty (30) calendar days prior to paying accumulated overtime.

**27.03** - An employee is entitled to overtime compensation for each complete fifteen (15) minute period of overtime worked by him.

**27.04** (a) An employee who works two (2) or more hours of overtime,

(i) immediately before his scheduled hours of work and who has not been notified of the requirement prior to the end of his last scheduled work period,

or

(ii) immediately following his scheduled hours of work,

shall be reimbursed for one (1) meal in the amount of ten dollars (\$10.00), except where free meals are provided or when he is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.

- \* (b) When an employee works overtime continuously beyond the period provided in (a) above, he shall be reimbursed for one (1) additional meal in the amount of ten dollars (\$10.00) for each four (4) hour period of overtime worked thereafter, except where free meals are provided or when he is compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed to the employee in order that he may take a meal break either at or adjacent to his place of work.
- (c) This clause shall not apply to an employee who is in travel status which entitles him to claim expenses for lodging and/or meals.

## **ARTICLE 28**

### **PAY ADMINISTRATION**

**28.01** (a) An employee is entitled to be paid every second (2) Wednesday. If a pay day should coincide with a designated paid holiday, the employee shall be paid on the preceding working day. Each employee will receive a stub indicating the employee's gross and net entitlements and details of all deductions and cumulative deductions.

- (b) Notwithstanding clause 28.01 (a), employees who, on the date of signature of the agreement, were being paid by cheque will retain this privilege for as long as they remain Senate employees.

\* **28.02** - An employee is entitled to be paid for services rendered at the classification of the position to which he is appointed in the scale of rates of pay specified in Appendix "A" and Appendix "A-1".

**28.03** - Where a salary increment and a salary revision are effected on the same date, the salary increment shall be applied first and the resulting rate shall be revised in accordance with the salary revision.

#### **28.04 - Acting Pay**

(a) When an employee is required by the Employer to substantially perform the duties of a position having a higher maximum rate of pay than the one held by him for a period of at least one (1) complete working day, he shall be paid acting pay calculated from the date on which he commenced to act, as if he had been promoted to that higher paid position for the period in which he acts.

(b) When a day designated as a paid holiday occurs after the date the employee has commenced to act or prior to his ceasing to act, the holiday shall be considered as a day worked for purposes of the qualifying period.

(c) An employee who is required to perform the duties of a position having a higher maximum rate of pay than the one held by him for a period of one hour or more may accumulate the hours worked at the higher salary and shall be paid for each seven (7) hour period so accumulated.

\* **28.05** - If during the term of this Agreement, a new position is established for which there is no rate of pay listed in Appendix "A" and Appendix "A-1", the Alliance will be informed of the new rates of pay determined by management through the application of the current classification system.

#### **28.06 - Probationary Period**

The probationary period for employees having no supervisory responsibility is six (6) months and the probationary period for employees having supervisory responsibility is one (1) year.

#### **Pay Increment Date**

\* **28.07** - The pay increment date for an employee appointed to a position shall be the anniversary date of such appointment subject to the satisfactory performance of his duties.

**28.08** - The appointment of an employee to a different position/classification constitute:

- \* (a) a promotion, where the maximum of the new position/classification is higher than the maximum of the former position/classification.
- (b) a demotion, where the maximum of the new position/classification is lower than the maximum of the former position/classification.
- (c) a transfer, where the appointment is neither a promotion or a demotion.

\* **28.09 - Pay Increment Administration**

- \* (a) An employee, other than an employee whose performance is evaluated as unsatisfactory, shall be granted pay increments until the maximum rate of the range established for his classification is reached.
- \* (b) A pay increment shall be of four percent (4%) of his substantive rate of pay.
- \* (c) Where, on the increment date, a final increment falls within \$100.00 from the maximum rate of the range, the incumbent's salary will be placed at the maximum rate.

**Pay Increment Period**

- \* **28.10** - Employees shall be entitled, on their increment date, to receive an incremental increase of four percent (4%), or such percentage increase as would bring the employee's salary to the maximum of his salary band, whichever is the lesser.

**28.11** - The pay increment date for an employee appointed to a position/classification in the bargaining unit upon promotion, demotion or from outside the Senate shall be the anniversary date of such appointment.

**28.12** - If an employee is promoted or transferred on a date which coincides with the date on which he would otherwise have received a salary increment in respect of his previous position, such salary increment shall be applied before determining the rate of pay applicable to him on promotion or transfer.

**28.13 - Salary Protection Status**

- (a) Appendix "B", a Memorandum of Agreement respecting pay on reclassification or conversion, shall form part of this Agreement.
- (b) Employees whose job rate was found to exceed the applicable scale of rates for their classification on June 1, 1998 will be entitled to the economic increases in this agreement. The increases will be applied to their current rate of pay.

**28.14 - Retroactive Pay**

- \* The rates of pay in Appendix "A" and Appendix "A-1" that are effective prior to the signing of the agreement shall also be applied to persons who ceased to be employees in this bargaining unit during the retroactive period.

**28.15 - Pay for the Month of Death**

If an employee dies, the salary due to him on the last working day preceding his death, shall continue to accrue to the end of the month in which he dies. Salary so accrued which has not been paid to the employee as at the date of his death shall be paid to his estate within 30 calendar days of his death.

**28.16 - Pay Recovery**

Recovery of a salary or wages overpayment may, at the request of the employee, be extended over a number

of pay periods at a normal recovery rate of ten percent (10%) of the employee's gross salary entitlement for a pay period.

## **ARTICLE 29**

### **TRAVELLING TIME**

**29.01** - For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.

**29.02** - When an employee is required to travel outside his headquarters area on Senate business, as these expressions are defined by the Senate, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 29.03 and 29.04. Travelling time shall include time necessarily spent at each stop-over en route provided such stop-over is not longer than three (3) hours.

**29.03** - For the purposes of clauses 29.02 and 29.04, the travelling time for which an employee shall be compensated is as follows:

- (a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer,
- (b) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to his destination and, upon his return, direct back to his residence or work place.
- (c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

**29.04** - If an employee is required to travel as set forth in clauses 29.02 and 29.03:

- (a) On a normal working day on which he travels but does not work, the employee shall receive his regular pay for the day.
- (b) On a normal working day on which he travels and works, the employee shall be paid:
  - (i) his regular pay for the day for a combined period of travel and work not exceeding his regular scheduled working hours, and
  - (ii) at the applicable overtime rate for additional travel time in excess of his regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the straight-time rate of pay.
- (c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of eight (8) hours' pay at the straight-time rate of pay.

**29.05** - This article does not apply to an employee when he travels by any type of transport in which he is required to perform work, and/or which also serves as his living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:

(a) on a normal working day, his regular pay for the day,

or

(b) pay for actual hours worked in accordance with Article 20, Designated Paid Holidays, and the overtime provisions of the Operational group.

**29.06** - Compensation under this article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer.

**29.07** - An employee required to travel on Senate business is entitled to reimbursement of reasonable expenses as determined by the Senate Financial Guidelines for Committees.

**29.08** - Employees required to work overtime beyond 20:00 hours are entitled to receive free transportation back to their residence providing they have not reported to work using their privately owned vehicle.

### **ARTICLE 30**

#### **CALL-BACK PAY**

**30.01** - If an employee is called back to work

(a) on a designated paid holiday which is not his scheduled day of work,

or

(b) on his day of rest,

or

(c) after he has completed his work for the day and has left his place of work, and is asked to return to work, he shall be paid the greater of:

(i) the minimum of three (3) hours' pay at one and one-half (1½) times the straight-time rate of pay for each call-back to a maximum of seven (7) hours pay in a seven (7) hour period,

or

(ii) compensation at the applicable rate of overtime compensation for time worked,

provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

The employee who is asked to work while waiting for the start of an overtime assignment will be compensated for this time at the overtime rate applicable to his substantive position.

**30.02** - Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than his normal place of work, time spent by the employee reporting to work or returning to his residence shall not constitute time worked.

**30.03** - When an employee is required by the Employer to report for work within two (2) hours of the end of the employee's regularly scheduled shift, the employee shall continue to work for the duration of the working day. Compensation shall be at the applicable overtime rate and the provisions of clause 27.04 shall apply.

### **No Pyramiding of Payments**

**30.04** - Payments provided under Overtime, the Designated Paid Holiday and clause 30.01 above shall not be pyramided, that is, an employee shall not receive more than one compensation for the same service.

**30.05** - When an employee reports to work overtime under the conditions described in clause 30.01, and is required to use transportation services other than the normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:

(a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his vehicle when the employee travels by means of his own vehicle,

or

(b) out-of-pocket expenses for other means of commercial transportation.

Time spent by the employee reporting to work or returning to his residence shall not constitute time worked.

## **ARTICLE 31**

### **STATEMENT OF DUTIES**

**31.01** - Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his position, including the classification level and, where applicable, the point rating allotted by factor to his position, and an organization chart depicting the place of the position in the organization.

## **ARTICLE 32**

### **EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

**32.01** - For the purpose of this article,

(a) a formal assessment and/or appraisal of an employee's performance means any written assessment and/or appraisal by his supervisor(s) of how the employee has performed his assigned tasks during a specified period in the past;

(b) formal assessments and/or appraisals of employee performance shall be recorded on a form prescribed by the Employer for this purpose.

**32.02** (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. An employee's signature on his assessment form shall be considered to be an indication only that its contents have been read and shall not indicate his concurrence with the statements contained on the form.

\* A copy of the employee's assessment form shall be provided to him upon completion.

(b) The supervisor(s) who assess(es) an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.

**32.03** - When an employee disagrees with the assessment and/or appraisal of his work he shall have the right to present written counter-arguments.

**32.04** (a) Upon written request of an employee, the personnel file of that employee shall be made available at such reasonable times as may be determined by the Employer, but not less than once a year, for his examination in the presence of an authorized representative of the Employer. The employee shall have the right to a copy of any document pertaining to discipline or performance placed on the employee's file if he has not previously been issued one.

(b) The employee shall have the right, at his request, to have an Alliance representative present when he examines his personnel file.

**32.05** - When a report pertaining to an employee's performance or conduct is placed on that employee's file, the employee concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read and the employee shall be given a copy of the report.

## **ARTICLE 33**

### **SUSPENSION AND DISCIPLINE**

**33.01** - When an employee is suspended from duty, the Employer undertakes to notify the employee in writing, with a copy to the Alliance or to the President of the local of the reason for such suspension. The Employer shall endeavour to give such notification at the time of suspension.

**33.02** - When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him, the employee is entitled to have a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of one day's notice of such a meeting.

**33.03** - 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.

**33.04** - Any document or written statement related to disciplinary action which may have been placed on the personal 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 34**

### **GRIEVANCE PROCEDURE**

**34.01** - Subject to and as provided in Section 62 of the *Parliamentary Employment and Staff Relations Act*, an employee who feels that he has been treated unjustly or considers himself aggrieved by any action or lack of action by the Employer is entitled to present a grievance in the manner prescribed in clause 34.04 except that,

(a) where there is another administrative procedure provided by or under any Act of Parliament to deal with his specific complaint, such procedure must be followed,

and

(b) where the grievance relates to the interpretation or application of this Collective Agreement or an Arbitral Award, he is not entitled to present the grievance unless he has the approval of and is represented by the Alliance.

**34.02** - The parties recognize the value of informal discussions between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. Therefore, if the employee wishes to do so, he may discuss a complaint with his immediate supervisor or manager before presenting a grievance.

**34.03** - Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following levels:

(a) Level 1 - first level of management;

(b) Level 2 - directorate level;

(c) Final level - Clerk of the Senate or, in his absence, his designate.

**34.04** - The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Alliance.

**34.05** - An employee who wishes to present a grievance at a prescribed level in the grievance procedure, shall transmit this grievance to the designated officer or his replacement who shall forthwith:

(a) forward the grievance to the representative of the Employer authorized to deal with grievances at the

appropriate level,

and

(b) provide the employee and his representative with a receipt stating the date on which the grievance was received by him.

**34.06** - Where it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the date it is delivered to the appropriate office of the department or agency concerned. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

**34.07** - A grievance of an employee shall not be deemed to be invalid by reason only that it is not in accordance with the form supplied by the Employer.

**34.08** - An employee may be assisted and/or represented by the Alliance when presenting a grievance at any level.

**34.09** - The Alliance shall have the right to consult with the Employer with respect to a grievance at each level of the grievance procedure.

**34.10** - The purpose of the grievance process is to provide disclosure of information relating to a problem or disagreement which will facilitate open discussions and the exploration of a resolution acceptable to all parties to the grievance. Where appropriate and agreed by the parties, at any time during the process, the services of a mediator may be employed. Delays required for mediation purposes will not be tabulated against the normal delays related to the grievance process.

\* **34.11** - An employee may present a grievance to the First Level of the procedure in the manner prescribed in clause 34.05:

- \* (a) not later than the fifteenth (15<sup>th</sup>) working day, where it relates to denial of appointment;
- \* (b) not later than the twenty-fifth (25<sup>th</sup>) working day, where it relates to termination of employment, demotion or classification;
- \* (c) not later than the twentieth (20<sup>th</sup>) working day, where it does not relate to a matter described in paragraphs (a) and (b);

after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to grievance.

**34.12** - The Employer shall reply to an employee's grievance, at any level in the grievance procedure, except the final level, within ten (10) days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the employee, he may submit a grievance at the next higher level in the grievance procedure within ten (10) days after that decision or settlement has been conveyed to him in writing.

**34.13** - If the Employer does not reply within ten (10) days from the date that a grievance is presented at any level, except the final level, the employee may, within the next ten (10) days, submit the grievance at the next higher level of the grievance procedure.

**34.14** - The Employer shall reply to an employee's grievance at the final level of the grievance procedure within thirty (30) days after the grievance is presented at that level.

**34.15** - Where an employee has been represented by the Alliance in the presentation of his grievance, the Employer will provide the appropriate representative of the Alliance with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

**34.16** - The decision given by the Employer at the Final Level in the grievance procedure shall be final and binding upon the employee unless the grievance is a class of grievance that may be referred to adjudication.

**34.17** - In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated holidays shall be excluded.

**34.18** - The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Alliance representative.

**34.19** - Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels, except the final level, may be eliminated by agreement of the Employer and the employee, and, where applicable, the Alliance.

**34.20** - Where the Employer discharges an employee, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be presented at the final level only.

**34.21** - An employee may abandon a grievance by written notice to his immediate supervisor or officer-in-charge.

**34.22** - An employee who fails to present a grievance to the next higher level within the stipulated time limits shall be deemed to have abandoned the grievance, unless he was unable to comply with the prescribed time limits due to circumstances beyond his control.

**34.23** - No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his grievance or refrain from exercising his right to present a grievance as provided in this Collective Agreement.

**34.24** - Where an employee has presented a grievance up to and including the Final Level in the grievance procedure with respect to:

(a) the interpretation or application in respect of the employee of a provision of this Collective Agreement or a related arbitral award,

or

(b) disciplinary action resulting in discharge, suspension or a financial penalty,

or

- (c) matters listed in section 63(1) of the *Parliamentary Employment and Staff Relations Act* and his grievance has not been dealt with to his satisfaction, he may refer the grievance to adjudication in accordance with the provisions of the *Parliamentary Employment and Staff Relations Act*, Regulations and Rules of Procedure.

**34.25** - Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him of a provision of a Collective Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the bargaining agent for the bargaining unit to which the Collective Agreement or arbitral award applies signifies in the prescribed manner:

- (a) its approval of the reference of the grievance to adjudication, and
- (b) its willingness to represent the employee in the adjudication proceedings.

**34.26 - Expedited adjudication**

The parties agree that any adjudicable grievance may be referred to the following expedited adjudication process:

- (a) At the request of either party, a grievance that has been referred to adjudication may be dealt with through Expedited Adjudication with the consent of both parties.
- (b) When the parties agree that a particular grievance will proceed through Expedited Adjudication, the Bargaining Agent will submit to the Public Service Labour Relations Board (PSLRB) the consent form signed by the grievor or the Bargaining Agent.
- (c) The parties may proceed with or without an Agreed Statement of Facts. When the parties arrive at an Agreed Statement of Facts it will be submitted to the PSLRB or to the Adjudicator at the hearing.
- (d) No witnesses will testify.
- (e) The Adjudicator will be appointed by the PSLRB from among its members who have had at least three (3) years' experience as a member of the Board.
- (f) Each Expedited Adjudication session will take place in Ottawa, unless the parties and the PSLRB otherwise agree. The cases will be scheduled jointly by the parties and the PSLRB, and will appear on the PSLRB schedule.
- (g) The Adjudicator will make an oral determination at the hearing, which will be recorded and initialed by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.
- (h) The Adjudicator's determination will be final and binding on all the parties, but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court.

## **ARTICLE 35**

### **UNIFORM CLOTHING ISSUE**

**35.01** - Where the Employer determines that an employee's work is of a nature where health and cleanliness must be maintained or that special identification is necessary, the Senate will provide clothing and accoutrement of good quality and workmanship free of charge to the employee.

**35.02** - The employees shall wear issued items of clothing during working hours unless otherwise excused by the Employer, and shall be responsible for their upkeep except for the cleaning, laundering and repairs caused by normal wear and tear, which remain the responsibility of the Employer.

**35.03** - The scale of issue is contained in Appendix "C". This scale of issue may be amended from time to time by mutual agreement.

**35.04** - It is recognised by the parties that special circumstances may necessitate special clothing; in such situations, modifications to the scale of issue may be made to accommodate these special needs.

**35.05** - Any disagreement concerning the application or interpretation of this Article or of Appendix "C" will be submitted for resolution to the Executive (the two co-chairs) of the Parliamentary Precinct Services directorate Labour-Management Committee.

## **ARTICLE 36**

### **PERSONAL HARASSMENT**

**36.01** - The Alliance and the Employer recognise the right of employees to work in an environment free from personal harassment and agree that personal harassment will not be tolerated in the work place.

## **ARTICLE 37**

### **HEALTH AND SAFETY**

**37.01** - The Employer will carry on its operations in a manner that will not endanger the health and safety of any of its employees and shall adopt and carry out reasonable procedures and techniques designed to prevent or reduce the risk of physical injuries in its operations. An employee shall take all reasonable and necessary precautions to ensure his own safety and the safety of his fellow employees. The working environment and facilities will be maintained in a clean and sanitary condition by the employer.

#### **37.02 - Hazardous situations**

(a) Where an employee deems it unsafe to undertake work and the situation presents a clear and definite hazard to life and limb, it shall be his responsibility to notify his supervisor or, if that is not possible, to summon help as is required. If neither course of action is possible and if the situation still presents a clear and definite hazard to life and limb, he may refuse to complete the job, pending the elimination of the

hazardous situation. Nevertheless, if the perceived hazard does not present a situation of imminent danger, the complaint shall be referred to the Health and Safety Committee.

- (b) Notwithstanding the above, and where it can be shown that the situation did not present a clear and definite hazard to life and limb, the employee may be subject to the appropriate disciplinary measures.

### **37.03 - Maternity-related reassignment or leave**

- \* (a) An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24<sup>th</sup>) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the fetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate workplace committee or the health and safety representative.
- (b) An employee's request under clause 37.03(a) must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.
- (c) An employee who has made a request under clause 37.03(a) is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
  - (i) modifies her job functions or reassigns her,
  - or
  - (ii) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- (d) Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.
- (e) Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.
- (f) An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

- \* **37.04** - Leave of absence granted by the employer to any employee on account of physical injury and or mental strain received in the performance of his duties which is compensable under provisions of the *Government Employees' Compensation Act* and approved by the Provincial Worker's Compensation Board, as covered under Article 22, will not be charged against an employee's sick leave credits.

**37.05** - The employer shall supply adequate protective clothing and or safety devices for employees where conditions require their use, as per Article 35 and Appendix "C". When such clothing or devices are supplied for an employee's protection, their use is mandatory. The employee shall not be held responsible for the maintenance or normal wear or accidental damage caused to the protective clothing and/or safety devices supplied to him by the employer.

**37.06** - The employer agrees to discuss the health and safety aspects of equipment with the joint health and safety committee wherever health and safety problems with regards to its use are raised by the employees concerned.

**37.07 - Health and safety committee**

- (a) The employer, in close cooperation with the bargaining unit, will establish a health and safety committee which will have the following powers:
- (i) It shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the committee.
  - (ii) It shall maintain records pertaining to the disposition of complaints relating to the safety and health of employees represented by the committee.
  - (iii) It shall co-operate with any occupational health service established to serve the workplace.
  - (iv) It may establish and promote safety and health programs for the education of employees represented by the committee.
  - (v) It shall, within reason, participate in inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the committee on such matters.
  - (vi) It may develop, establish and maintain programs, measures and procedures related to the safety and health of employees.
  - (vii) It shall monitor on a regular basis programs, measures and procedures related to the safety and health of employees.
  - (viii) It shall ensure that adequate records are kept on work accidents and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis.
  - (ix) It shall co-operate with Safety Officers.
  - (x) It may request from the employer such information as the committee considers necessary to identify existing or potential hazards with respect to materials, processes and equipment in the workplace.
  - (xi) It shall have full access to all reports prepared by the employer or the union or at the employer's or union's request, relating to the safety and health of the employees represented by the committee, but shall not have access to the medical records of any person except with the consent of that person.

- (b) Meetings will be held at least once each quarter. Special meetings required on an urgent basis shall be held at the call of the chairperson or the union representative. The absence of either will not prevent the holding of an emergency meeting.
- (c) The committee will establish procedures for the conduct of its meetings as it considers advisable.
- (d) Minutes of each committee meeting shall be distributed in both official languages to all committee members and posted on designated bulletin boards.
- (e) A secretary will be selected by the committee but need not be a member of the committee. The secretary's duties will include the keeping of minutes, records and the preparation of an agenda.
- (f) The committee shall have the authority to create sub-committees where needed. The subcommittees may include advisors who are not committee members.

**37.08** - Matters referred to the health and safety committee shall be dealt with in an expeditious and appropriate manner. In the event that a complaint is not resolved by the health and safety committee, employees may file a grievance that would be expeditiously processed in accordance with the provisions of Article 34.

**37.09** - The employer will grant reasonable time off with pay to a PSAC representative to attend meetings of the health and safety committee.

## **ARTICLE 38**

### **INSURANCE PLANS**

\* **38.01** - The Employer shall continue coverage of employees in respect of the Public Service Health Care Plan and Disability Insurance according to the terms outlined in the Senate Policy.

**38.02** - Notwithstanding clause 38.01, the Employer shall extend any improvements made in respect of provincial health insurance, the public service health care plan and Disability Insurance as well as the dental plan during the term of this Agreement to employees in the bargaining unit.

**38.03** - An employee who, prior to the signing of this collective agreement, was covered under the terms of the Public Service Management Insurance Plan shall continue to be so covered, and shall be entitled to receive any improvement made in respect of the Public Service Management Insurance Plan during the term of this Agreement, unless he wishes to cancel his coverage.

## **ARTICLE 39**

### **JOB SECURITY**

**39.01** - The Employer shall make every reasonable effort not to lay off employees during the term of this collective agreement and to ensure that reductions in the workforce are accomplished through attrition. This is subject to the willingness and capacity of individual employees to undergo training and accept reassignment.

## **ARTICLE 40**

### **WASH-UP TIME**

**40.01** - Where, due to the nature of work, there is a need, wash-up time up to a maximum of ten (10) minutes will be permitted before the end of the working day.

## **ARTICLE 41**

### **SENIORITY**

**41.01** - Seniority is defined as the length of an employee's accumulated service with the Senate within the bargaining unit calculated as the elapsed time from the date the employee was first appointed to a position within the bargaining unit.

- \* **41.02** - (a) The seniority of an employee shall be the determining factor in vacation leave selections.
- \* (b) Seniority will be one of the factors considered for shift selection.

**41.03** - The seniority credited to an employee on the date that this agreement is signed shall be retained by the employee.

**41.04** - When two (2) or more employees are appointed on the same calendar date, the employee whose surname is first alphabetically will be shown as such on the seniority list.

**41.05** - A seniority list covering each occupational sub-group consisting of the name, the date from which seniority shall accumulate, total accumulated seniority and the classification of each employee shall be maintained and revised each year by the employer and by a representative of the Union and posted on bulletin boards.

**41.06** - There shall be two (2) seniority lists, one for full-time employees and one for part-time employees. An employee shall accumulate seniority on the full-time list if he has been appointed to an indeterminate position on a full-time basis. An employee shall accumulate seniority on the part-time list if the employee has been appointed to a position on a part-time basis.

**41.07** - Employees shall have sixty (60) days from the date that the seniority list is posted to register their disagreement, after which the seniority date of the employee shall not be changed.

**41.08** - When an employee is permanently appointed to a full-time position from a part-time position, the employee will be credited with one-half of their accumulated part-time seniority when placed on the full-time seniority list. When an employee is permanently appointed to a part-time position from a full-time position, the employee will be credited with two (2) times of his accumulated full-time seniority when placed on the part-time seniority list.

**41.09** - Employees who leave the bargaining unit, and cease to pay union dues, and who subsequently re-

enter will have their seniority date re-established to reflect their most recent date of appointment to a position in the bargaining unit, except that an employee who is called upon to occupy a position which is excluded from the bargaining unit maintains seniority where there is an agreement that the employee shall

return to the bargaining unit prior to a date which is less than two (2) years from the date that the employee left the bargaining unit.

## **ARTICLE 42**

### **AGREEMENT RE-OPENER**

**42.01** - This agreement may be amended by mutual consent.

## **ARTICLE 43**

### **DURATION**

- \* **43.01** - This Agreement shall expire on September 30, 2007.
- \* **43.02** - The provisions of this agreement governing salary increases shall be applied retroactively to June 1, 2004 as if they had been effective on that date. All other provisions of this agreement shall become effective on the day the agreement is signed.

**SIGNED AT OTTAWA, this                    day of the month of                    2005.**

**THE SENATE OF CANADA**

**THE PUBLIC SERVICE  
ALLIANCE OF CANADA**

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Serge D. Gourgue

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Ed Cashman

---

Michel Downs

---

Carl Laguerre

---

Paul Beaudoin

---

Christine Barnabé

---

Ann Dufour

---

Michael McNamara

---

Nicole Proulx

---

Gloria A. Tatone Blaker

**\*RATES OF PAY****OPERATIONAL GROUP**

Effective June 1, 2004, an economic increase of 2.08% prorated for ten (10) months based on 2.5% over a period of twelve (12) months.

<b>OP-PSC-01</b>	<b>From</b>	29,265	30,728	31,343
	<b>To</b>	29,874	31,367	31,995
<b>OP-PSC-02</b>	<b>From</b>	32,736	34,374	35,062
	<b>To</b>	33,417	35,089	35,791
<b>OP-PSC-03</b>	<b>From</b>	36,043	37,845	38,602
	<b>To</b>	36,793	38,632	39,405
<b>OP-PSC-04</b>	<b>From</b>	38,720	40,657	41,469
	<b>To</b>	39,525	41,503	42,332
<b>OP-PSC-05</b>	<b>From</b>	41,457	43,530	44,400
	<b>To</b>	42,319	44,435	45,324
<b>OP-PSC-06</b>	<b>From</b>	44,195	46,405	47,332
	<b>To</b>	45,114	47,370	48,317
<b>OP-PSC-07</b>	<b>From</b>	46,930	49,276	50,261
	<b>To</b>	47,906	50,301	51,306
<b>OP-PSC-08</b>	<b>From</b>	49,668	52,152	53,195
	<b>To</b>	50,701	53,237	54,301
<b>OP-GSG-01</b>	<b>From</b>	23,831	24,288	
	<b>To</b>	24,327	24,793	
<b>OP-TRD-01</b>	<b>From</b>	37,691	39,576	40,368
	<b>To</b>	38,475	40,399	41,208
<b>OP-CUD-01</b>	<b>From</b>	39,294	41,259	42,084
	<b>To</b>	40,111	42,117	42,959
<b>OP-SPR-01</b>	<b>From</b>	44,519	46,745	47,680
	<b>To</b>	45,445	47,717	48,672

**OP-PST-01**

<b>From</b>	49,763	52,253	53,299
<b>To</b>	50,798	53,340	54,408

**\*RATES OF PAY****OPERATIONAL GROUP**

- A. Effective April 1, 2005 (Conversion to Senate Universal Scale)  
 B. Effective April 1, 2005 (2.4%)  
 C. Effective April 1, 2006 (2.5%)  
 D. Effective April 1, 2007 (1.25%)

<b>Level 1</b>	<b>A</b>	24,542	31,053
	<b>B</b>	25,131	31,798
	<b>C</b>	25,759	32,593
	<b>D</b>	26,081	33,000
<b>Level 2</b>	<b>A</b>	27,830	35,215
	<b>B</b>	28,498	36,060
	<b>C</b>	29,210	36,962
	<b>D</b>	29,575	37,424
<b>Level 3</b>	<b>A</b>	32,807	41,511
	<b>B</b>	33,594	42,507
	<b>C</b>	34,434	43,570
	<b>D</b>	34,864	44,115
<b>Level 4</b>	<b>A</b>	36,434	46,100
	<b>B</b>	37,308	47,206
	<b>C</b>	38,241	48,386
	<b>D</b>	38,719	48,991
<b>Level 5</b>	<b>A</b>	40,649	51,435
	<b>B</b>	41,625	52,669
	<b>C</b>	42,666	53,986
	<b>D</b>	43,199	54,661
<b>Level 6</b>	<b>A</b>	45,373	57,411
	<b>B</b>	46,462	58,789
	<b>C</b>	47,624	60,259
	<b>D</b>	48,219	61,012
<b>Level 7</b>	<b>A</b>	50,265	63,601
	<b>B</b>	51,471	65,127
	<b>C</b>	52,758	66,755
	<b>D</b>	53,417	67,589
<b>Level 8</b>	<b>A</b>	55,831	70,644
	<b>B</b>	57,171	72,339
	<b>C</b>	58,600	74,147
	<b>D</b>	59,333	75,074
<b>Level 9</b>	<b>A</b>	63,674	80,567
	<b>B</b>	65,202	82,501
	<b>C</b>	66,832	84,564
	<b>D</b>	67,667	85,621
<b>Level 10</b>	<b>A</b>	69,661	88,144
	<b>B</b>	71,333	90,259
	<b>C</b>	73,116	92,515
	<b>D</b>	74,030	93,671

**\* PAY NOTES - CONVERSION RATES OF PAY**

**NEW CLASSIFICATION STRUCTURE AND NEW PAY STRUCTURE ( See A in Appendix "A-1")**  
**FOR THE SENATE - PSAC**

**Pay Administration**

**A.1 Transitional**

Subject to Article 28, employees will receive an economic increase in salary of 2.08% on June 1, 2004. The salary bands in Appendix "A" shall apply until the day before the conversion date, March 31, 2005 and on April 1, 2005 they will be superseded by the rates referred to in Appendix "A-1" and these Pay Notes.

**A.2 Rates of Pay**

Rates of pay applicable to jobs evaluated under the new classification structure are found in Appendix "A-1" of the collective agreement.

**A.3 Rates of Pay on Conversion to a Level with an Equal or a Higher Maximum Rate of Pay**

On conversion to a level under the new classification structure having an equal or a higher maximum rate of pay, the employee shall be paid at the same rate of pay as the rate of pay previously received.

If the employee's salary on the day prior to the classification conversion is less than the minimum of the salary range established for his new classification level, the employee's salary shall be adjusted upward to the minimum of that new salary range.

**A.4 Pay Increment Date:**

On conversion, the employee will retain the pre-conversion increment date (anniversary date) unless the employee receives an increase on conversion equal to or greater than the amount that would have been received on promotion. In this instance, the new increment date shall be established from the date of conversion.

When an employee's pre-conversion increment date is the same date as the date of the conversion, the increment shall be applied to the employee's salary prior to conversion taking place.

**A.5 Incremental Increases:**

On the employee's increment date (anniversary date) an employee shall be entitled to receive an incremental increase of four percent (4%), or such percentage increase as would bring the employee's salary to the maximum of his job level, whichever is the lesser.

The salary increment date for an employee upon promotion, demotion or from an external appointment, shall be the anniversary date of such action.

**A.6 Acting Positions:**

Employees who occupy acting positions on the date of conversion will have their rate of pay recalculated as follows:

- Where the substantive position and the acting position are converted to a different job level in the new classification structure, employee salaries are converted on the basis of the substantive position and a new salary rate for the substantive position is determined. Using this new salary rate, the acting salary will be determined by applying the rules for calculating pay upon promotion. Should this converted acting salary be less than the previous acting salary, the employee will maintain the former higher acting salary for the duration of the acting assignment.
  
- Where the substantive position and the acting position are converted to the same job level in the new classification structure, the employee no longer meets the definition of an acting appointment. However, should the acting salary of the former classification be higher than the employee's substantive salary at the point of conversion, the employee will continue to receive the higher acting salary for the duration of the acting assignment.

**PROVISIONS RESPECTING PAY ON RECLASSIFICATION OR CONVERSION OF EMPLOYEES  
IN THE  
OPERATIONAL GROUP DURING THE LIFE  
OF THIS COLLECTIVE AGREEMENT**

The parties hereto agree that, effective on the day of signature of this collective agreement, the following terms shall apply in respect of an employee in the Operational Group whose position is reclassified or converted to a classification having a lower attainable maximum rate of pay:

1. Prior to a position being reclassified or converted to a classification having a lower attainable maximum rate of pay, the incumbent shall be so notified in writing at least ninety (90) days in advance of the effective date of this change.
2. An incumbent of a position notified pursuant to section 1 above that his position will be reclassified or converted to a classification having a lower maximum rate of pay shall be granted "Salary Protection Status" as described in section 3 below, commencing the stipulated effective date of reclassification or conversion, which will be no earlier than the date of signature of this collective agreement.
3. (a) An incumbent who is designated for "Salary Protection Status" shall continue to retain his former classification for purposes of determining his rate of pay and shall continue to receive increments, economic increases and all other salary adjustments as if his position continues to bear his former classification as long as the incumbent occupies his position. Incumbents of positions thus affected who are already beneficiaries of the provisions contained in Appendix "A" will continue to benefit from these provisions.  
  
(b) If the classification at which the employee's salary is protected ceases to exist, or if "Salary Protection Status" is made necessary by a conversion of the existing classification plan to a new classification plan, the incumbent shall continue to be paid in a scale of rates equivalent to that assigned the former classification of his position, increased from time to time by applying thereto all economic increases and other salary adjustments as are applied to the scale for the new classification of his position. The incumbent shall also be eligible for increments until he has reached the maximum of his scale of rates as provided under Article 28, Pay Administration.  
  
(b) When the incumbent of an affected position vacates the position, the position will fall back to the level established in the context of the conversion or reclassification, and will be staffed at that level.



**\*SCALE OF ISSUE-CLOTHING**

*TO BE INSERTED IN THE COLLECTIVE AGREEMENT*

*Agreed to on April 13, 2005*

**TERMS AND CONDITIONS**  
**OF**  
**PART TIME EMPLOYEES**

**Definition**

Part-time employees are employees whose normal assigned hours of work are on average less than thirty-five (35) hours per week, but not less than those prescribed in the *Parliamentary Employment and Staff Relations Act*.

**General**

Unless otherwise specified in this Appendix, part-time employees shall be entitled to the benefits provided under this agreement in the same proportion as their normal weekly hours of work compare with those of employees working thirty-five (35) hours per week.

**Additional hours**

Part-time employees shall be paid at the straight-time hourly rate of pay of the assigned position(s), for all work performed up to seven (7) hours in a day or thirty-five (35) hours in a week. All excess work will be compensated at the regular rate of overtime pay corresponding to the assigned position.

**Days of rest**

The days of rest provisions of this agreement apply only in a week when a part-time employee has worked five days or thirty-five (35) straight-time hours.

**Leave**

Leave will only be provided:

- (a) during those periods in which employees are scheduled to perform their duties; or
- (b) where it may displace other leave as prescribed by this agreement.

A part-time employee shall earn prorated leave credits proportionate to his assigned work week, for each month in which the employee receives pay for at least twice the number of hours in the employee's normal assigned work week. However, there shall be no prorating of a day in clause 21.02, which deals with bereavement leave.

**Pay for a Designated Paid Holiday**

- (a) A part-time employee shall not be paid for the designated holiday but shall, instead be paid four decimal six (4.6%) percent for all straight-time hours worked on a bi-weekly basis.
- (b) If the hours of work are divided equally, based on a regular work week of five (5) working days, provisions of clause 20.01 shall apply.

### **Work on a Designated Paid Holiday**

When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 20.01 of this agreement, this employee shall be paid one and one-half (1 ½) of the straight-time rate of pay for all hours worked up to seven (7) hours and double (2) time thereafter in addition to the pay he would have been granted, had he not worked on the holiday.

A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for an employee normally working thirty-five (35) hours a week, as per clause 20.01 of this agreement, shall be paid for the time actually worked, or a minimum of three (3) hours' pay at the straight-time rate, whichever is greater.

### **Overtime**

- (a) Overtime means authorized work performed in excess of seven (7) hours per day or thirty-five (35) hours per week, but does not include time worked on a statutory holiday.
- (b) Subject to (a) above, a part-time employee who is required to work overtime shall be paid overtime as specified in Article 27 of this agreement.

### **Call Back and Reporting Pay**

If an employee is called back to work from home or reports back to work as scheduled after he has completed his regular schedule for the day, he shall be paid a minimum of four (4) hours' pay at the straight time rate of pay of the assigned position.

### **Shift and weekend premiums**

Applicable as per Article 26.

### **Severance pay**

Applicable as per Article 24.

### **Wash-up Time**

Article 40 of this agreement does not apply to light duties maintenance employees.

\* **MEMORANDUM OF AGREEMENT BETWEEN**  
**THE SENATE**  
**AND**  
**THE OPERATIONAL GROUP BARGAINING UNIT**  
**CONVERSION REVIEW PROCESS FOR THE TRANSITION TO**  
**A NEW CLASSIFICATION STRUCTURE**

## 1.0 **Classification Conversion Review Process**

The purpose of this process is to ensure that employees have a way of seeking clarification, addressing areas of concern and, if necessary, identifying the need for redress if and when the employee believes that the classification results are not appropriate.

The parties recognize that implementation of a new Classification Structure may result in a number of classification review requests. The parties agree to the following process for dispute resolution consisting of two (2) levels of review:

- 1) Informal Review Process; and
- 2) Classification Review Committee.

This process shall apply to all classification review requests arising from the implementation of the new Classification Structure and replaces the current grievance procedure under the collective agreement. Employees involved in the conversion review process have the right to be represented by their Union.

### 1.1 **First Level - Informal Review Process**

The Informal Review Process sets out constructive and effective steps for managers and/or employees to follow where the employee disagrees with the results of the evaluation of the employee's job.

#### **Intent**

To ensure that the transition between the existing and the new Classification Structure can be addressed in the most efficient manner possible and that the employee's entitlements are respected in a transparent, efficient and expedient manner.

To facilitate communication and understanding between employees and their managers.

- 1.1.2 An employee who has concerns about the evaluation results of his substantive position shall bring them to the attention of the Employer by submitting a written request outlining his concerns directly to the attention of both the employee's non-represented immediate supervisor and manager. A copy

shall also be forwarded to the Human Resources Directorate. This request shall be made no later than fifteen (15) working days after the date of the receipt of the Official Employee Notification (O.E.N.) letter.

- 1.1.3 More than one incumbent may have concerns with respect to the same position and submit a request. In such a case, these concerns shall be collected and handled simultaneously to resolve all requests related to the same generic job.
- 1.1.4 The Human Resources Directorate shall review the concerns with the employee's manager and the employee will be provided with a response in writing within thirty (30) working days.
- 1.1.5 Time limits may be extended by mutual agreement; such agreement shall be in writing.

## **1.2 Second Level — Classification Review Committee**

- 1.2.1 An employee, who believes that his position has been improperly classified and is unsatisfied with the response provided under clause 1.1 above, may submit a request for review to the Classification Review Committee. Such request shall be submitted no later than fifteen (15) working days after the employee has received the results of the Informal Review Process.
- 1.2.2 The Classification Review Committee shall conduct a review of all requests and shall inform each employee of the results no later than twenty (20) working days after the submission for a review. Time limits may be extended by mutual agreement; such agreement shall be in writing.
- 1.2.3 The Classification Review Committee shall endeavour to reach consensus on all evaluations. Failing consensus, the Third Party shall decide.
- 1.2.4 The decision of the Classification Review Committee is final and binding.

## **2.0 Classification Review Committee — Administration and Composition**

- 2.1 A Classification Review Committee shall be established. The Classification Review Committee shall be composed of one (1) representative appointed by the Senate, one (1) Union representative and a third party specialist with knowledge and expertise in the area of job classification. The Third Party shall be mutually agreed upon by both parties and shall act as Chair. Either party may replace its representative on the Committee.
- 2.2 The Classification Review Committee shall determine its own rules of procedure, except for section 1.2.3 above.
- 2.3 The Classification Review Committee shall be responsible for determining the proper classification and level of the position, in accordance with the Senate Job Evaluation Plan.

In addition to the job description documentation, evidence as to the duties actually performed and that have been assigned, shall be considered relevant and admissible evidence.

- 2.4 The Classification Review Committee shall meet as frequently as is necessary in order to fulfill its mandate.

- 2.5 The Senate shall be responsible for the salaries and benefits of all the employee members of the Committee. If the Union representative requires leave, it shall be provided pursuant to the collective agreement.
- 2.6 The Senate shall be responsible for the fees of the Third Party.
- 2.7 The Committee shall have no jurisdiction to review, amend, or otherwise modify the job factors and degrees of the Senate Job Evaluation Plan.