

# Collective Agreement

AGREEMENT BETWEEN  
THE HOUSE OF COMMONS  
AND THE  
PUBLIC SERVICE ALLIANCE  
OF CANADA

SCANNER GROUP  
BARGAINING UNIT

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## ARTICLE 1

### PURPOSE AND SCOPE OF AGREEMENT

- 1.01 • The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the PSAC and the employees and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 1.02 The parties to this Agreement share a desire to improve the quality of services to the House of Commons and to promote the well being and increased efficiency of its employees to the end that the House of Commons will be efficiently served. Accordingly, they are determined to establish within the framework provided by law, an effective working relationship at all levels of the House of Commons in which members of the bargaining unit are employed.

## ARTICLE 2

### INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) "PSAC" means the Public Service Alliance of Canada;
  - (b) "bargaining unit" means the employees of the Employer in the Group described in Article 6;
  - (c) "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 the employee's certificate of appointment on the day immediately prior to the day on which leave is taken;



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- (d) “continuous employment“ means continuous service of an employee with the Employer from their latest date of hire with allowable breaks in service as specified in the collective agreement and includes employment with:
- (i) the House of Commons;
  - (ii) the office of a Member of Parliament;
  - (iii) the Senate;
  - (iv) the Library of Parliament;
- or
- (v) the Departments and portions of the Public Service referred to or listed in Schedule A of the Public Service Terms and Conditions of Employment Regulations made pursuant to Section 7 of the Financial Administration Act;
- (e) “day of rest“ in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of their position other than by reason of their being on leave or absent from duty without permission;
- (f) “double time” means two (2) times the employee’s hourly rate of pay;
- (g) “employee” means a person so defined in the Parliamentary Employment and Staff Relations Act and who is a member of the bargaining unit;
- (h) “Employer” means the House of Commons as represented by the Board of Internal Economy and includes any person authorized to exercise the authority of the Board of Internal Economy;
- (i) “Full-time employee” means an employee who is expected to work one thousand eight hundred and twenty (1,820) hours in a calendar year, inclusive of all leave the employee is entitled to, and to be present at work during the hours prescribed, unless otherwise authorized;
- (j) “Designated Paid Holiday” means:
- (i) the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement;
  - (ii) however, for the purpose of administration of a shift that does not commence and end on the same day,

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such shift shall be deemed to have been entirely worked:

(a) on the day it commenced where half ( $\frac{1}{2}$ ) or more of the hours worked fall on that day,

or

(b) on the day it terminates where more than half ( $\frac{1}{2}$ ) of the hours worked fall on that day;

(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 the employee's regular or normal hours of work;

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

(o) "Overtime" for a full-time employee means authorized work performed in excess of an employee's scheduled hours of work;

(p) "time and one-half" means one and one-half (1½) times the employee's hourly rate of pay;

(q) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176;

and

(r) "seniority" means the length of an employee's continuous employment at the House of Commons. In the case of employees hired on the same date, seniority is based on the order of merit as established on the eligibility list. Seniority credited to an employee by the Employer at the time this agreement is signed shall be retained by the employee.

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- 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 PSAC, 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**

**PRECEDENCE OF LEGISLATION AND THE  
COLLECTIVE AGREEMENT**

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

**ARTICLE 5**

**MANAGERIAL RESPONSIBILITIES**

- 5.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the House of Commons.
- 5.02 The Employer undertakes to exercise its managerial rights and discretion in a fair and reasonable manner.

**ARTICLE 6**

**RECOGNITION**

- 6.01 The Employer recognizes the PSAC as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the Public Service Staff Relations Board on December 11, 2003 covering of all employees of the Security Services directorate of the House of Commons working as Scanners.

**ARTICLE 7**

**EMPLOYEE REPRESENTATIVES**

- 7.01 The Employer acknowledges the right of the PSAC to appoint or otherwise select employees as representatives.
- 7.02 The PSAC and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of organization, the number and distribution of employees at the work place and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance/adjudication procedure.
- 7.03 The PSAC shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 7.02 and shall advise promptly of any change made to the list.
- 7.04 Operational requirements permitting, the Employer shall grant time off with pay to an employee to enable the employee to

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carry out their functions as a Representative on the Employer's premises. When the discharge of these functions requires an employee who is a Representative to leave their normal place of work, the employee shall report their return to their supervisor whenever practicable,

**ARTICLE 8**

**CHECK-OFF**

- 8.01 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 obligated to make such deduction from subsequent salary.
- 8.02 The PSAC shall inform the Employer in writing of the authorized monthly deduction to be checked *off* for each employee.
- 8.03 For the purpose of applying clause 8.01, 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.
- 8.04 An employee who satisfies the PSAC and the Employer to the extent that the employee declares in an affidavit that the employee is a member of a religious organization whose doctrine prevents the employee, as a matter of conscience, from making financial contributions to an employee organization and that the employee will make contributions to a charitable organization 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.

- 8.05 No employee organization, as defined in Section 3 of the Parliamentary Employment and Staff Relations Act, other than the PSAC, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.
- 8.06 The amounts deducted in accordance with clause 8.01 shall be remitted to the Comptroller of the PSAC by cheque within two (2) months after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on their behalf.
- 8.07 The Employer agrees to make deductions for other purposes on the basis of the production of appropriate documentation.
- 8.08 The PSAC agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

## ARTICLE 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 In this Article "Technological Change" means:
- (a) the introduction by the Employer of equipment or material of a different nature than that previously utilized;
  - and
  - (b) a change in the Employer's operations directly related to the introduction of that equipment or material.
- 9.03 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and twenty (120) calendar days written notice to the PSAC of the introduction or implementation of

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technological change when it will result in significant changes in the employment status or working conditions of the employees.

- 9.04 The written notice provided for in clause 9.03 would 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.
  - (d) All other pertinent data relating to the anticipated effects on employees.
- 9.05 As soon as reasonably practicable after notice is given under clause 9.03, the Employer shall consult with the PSAC concerning the effects of the technological change referred to in clause 9.02.
- 9.06 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

**ARTICLE 10**

**INFORMATION**

- 10.01 The Employer agrees to supply the PSAC on a semi-annual basis with the name, classification and seniority of each employee. The list will be submitted in January and July.
- 10.02 The Employer agrees to supply each employee with a copy of the Collective Agreement and will endeavour to do so within one (1) month after receipt from the printer.

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- 10.03 The Employer will provide to each employee detailed information concerning the pension plan and insurance plan. This information will be provided normally within ten **(10)** working days following the date that they become employees of the House of Commons.
- 10.04 As part of their orientation, a new employee will be granted a fifteen **(15)** minute period with pay, during normal working hours to meet with their shop steward or the local PSAC representative. When feasible, the orientation period will be scheduled to group a number of employees.
- 10.05 The Employer will notify Union Local on a monthly basis of the name, classification and work location of employees as defined in clause 2.01(g) who have been retired, transferred in or out of the bargaining unit, resigned or deceased.

**ARTICLE 11**

**USE OF EMPLOYER FACILITIES**

- 11.01 Reasonable space on bulletin boards in convenient locations will be made available to PSAC for the posting of official Union notices. PSAC shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices of meetings of their members and elections, the names of PSAC representatives, and social and recreational events. Such approval shall not be unreasonably withheld. The bulletin boards referred to in this clause shall be cork backed.
- 11.02 The Employer will make available to the PSAC specific locations on its premises for the placement of reasonable quantities of literature of the PSAC.
- 11.03 Except in cases of an urgent nature, a duly accredited representative of the PSAC shall provide the Employer with a 24-hour notice prior to be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case be obtained from the Employer.



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- 11.04 The Employer agrees to provide the local PSAC representatives with an Internet account. In recognition of their roles with the Union, the representatives will be allowed to use this account to communicate with the National PSAC representative.

**ARTICLE 12**

**LEAVE WITH OR WITHOUT PAY FOR PSAC BUSINESS**

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

- 12.01 When operational requirements permit, the Employer will grant leave with pay:
- (a) to an employee who makes a complaint on their 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 PSAC making a complaint.

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

- 12.02 When operational requirements permit, the Employer will grant leave without pay where operational requirements permit:
- (a) to an employee who represents the PSAC in an application for certification or in an intervention,
  - and
  - (b) to an employee who makes personal representations with respect to a certification.

- 12.03 The Employer will grant leave with pay:
- (a) to an employee called as a witness by the Public Service Staff Relations Board,
  - and

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- (b) Where operational requirements permit, to an employee called as a witness by an employee or the PSAC.

**ARBITRATION BOARD HEARINGS**

Employee representative

- 12.04 Where operational requirements permit, the Employer will grant leave with pay to an employee representing the PSAC before an Arbitration Board.

Employee as a Witness

- 12.05 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board and, where operational requirements permit, leave with pay to an employee called as a witness by the PSAC.

Adjudication

- 12.06 When operational requirements permit, the Employer will grant leave with pay to an employee where operational requirements permit who is:
  - (a) a party to the adjudication,
  - (b) the representative of an employee who is a party to an adjudication,and
  - (c) a witness called by an employee who is a party to an adjudication.

Meetings during the Grievance Process

- 12.07 Where operational requirements permit the Employer will grant time off with pay to an employee who has presented a grievance so that the employee may attend a meeting with the Employer.

Employee **Who Acts as** Representative

- 12.08 Where an employee wishes to represent at a meeting with the Employer, an employee who has presented a grievance, the Employer will, where operational requirements permit, grant time off with pay to the representative.

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Grievance Investigations

- 12.09 Where an employee has asked or is obliged to be represented by PSAC in relation to the presentation of a grievance and an employee acting on behalf of PSAC 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 Negotiation Meetings

- 12.10 When operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of PSAC. During such leave, the Employer will maintain the regular salary of such employee(s). PSAC will reimburse the Employer for salary recovery upon presentation of an invoice to the Local PSAC stating amounts for each employee involved.

Preparatory Contract Negotiation Meetings

- 12.11 When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings. During such leave, the Employer will maintain the regular salary of such employee(s). PSAC will reimburse the Employer for salary recovery upon presentation of an invoice to the Local PSAC stating amounts for each employee involved.

Meetings between the **PSAC and** Management Not Otherwise Specified in this Article

- 12.12 Where operational requirements permit, the Employer will grant leave with pay to an employee who are meeting with management on behalf of the PSAC.
- 12.13 Subject to operational requirements and on receipt of reasonable advance notice, the Employer will grant leave without pay to a reasonable number of employees selected as delegates to attend Executive Council meetings and conventions of PSAC, and conventions of the Canadian Labour Congress and of Provincial Federations of Labour.

### **Representatives' Training Courses**

- 12.14 When operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the PSAC to undertake training related to the duties of a representative. During such leave, the Employer will maintain the regular salary of such employee(s). The Union will reimburse the Employer for salary recovery upon presentation of an invoice to the Local Union stating amounts for each employee involved.
- 12.15 Subject to operational requirements and on receipt of reasonable advance notice, the Employer will grant leave of absence with pay for one (1) hour at straight-time to members of the bargaining unit for the purpose of attending a meeting for the ratification of the collective agreement following negotiations. The leave of absence with pay will be granted on one occasion following negotiations of the collective agreement.

## **ARTICLE 13**

### **NO DISCRIMINATION**

- 13.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, disability, conviction for which a pardon has been granted or membership or activity in the PSAC.
- 13.02 The PSAC and the Employer recognize the right of employees to work in an environment free from any form of harassment. The parties agree that harassment will not be tolerated in the work place. For purposes of this Agreement, harassment, sexual harassment and abuse of authority shall have the same meanings as the terms are given in the House of Commons Harassment Prevention Policy.
- 13.03 (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

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(b) If by reason of paragraph (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

- 13.04 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.

### **ARTICLE 14**

#### **JOINT CONSULTATION**

- 14.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.
- 14.02 Within five (5) working days of notification of consultation served by either party, the PSAC shall notify the Employer in writing of the representatives authorized to act on behalf of the PSAC for consultation purposes.
- 14.03 Upon request of either party, the parties to this Agreement shall consult at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.
- 14.04 The subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties.

### **ARTICLE 15**

#### **LEAVE— GENERAL**

- 15.01 An employee is entitled, once in each calendar year, to be informed of the balance of their vacation and sick leave credits.
- 15.02 The amount of leave with pay earned but unused credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.

- 15.03 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.
- 15.04 An employee is not entitled to leave with pay during periods the employee is on leave without pay or under suspension.
- 15.05 In the event of termination of employment for reasons other than death, lay-off or dismissal for which an employee has filed a grievance, 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 classification prescribed in the employee's certificate of appointment on the date of the termination of their employment.
- 15.06 An employee shall not earn leave credits under this Collective Agreement in any month for which leave has already been credited to the employee under the terms of any other collective agreement to which the Employer is a party or under other rules or regulations of the Employer.
- 15.07 When leave is granted, it shall be considered to be granted on an hourly basis with the hours debited being the same as the hours the employee did not work because of the employee being on leave.

## ARTICLE 16

### VACATION LEAVE WITH PAY

- 16.01 The vacation year shall be from January 1st to December 31st inclusive.
- 16.02 Accumulation of Vacation Leave Credits
- An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least ten (10) days:
- (a) one and two-thirds (1 $\frac{2}{3}$ ) days per month when employees have less than fifteen (15) years of continuous employment;

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- (b) two and one-twelfth (2 1/12) days per month when employees have more than fifteen (15) years of continuous employment;
- (c) two and one half (2%) days per month when employees have more than twenty-eight (28) years of continuous employment.
- (d) When vacation leave is granted it shall be debited on an hourly basis.

- 16.03 (a) For the purpose of clause 16.02 only and subject to clauses 18.09(d), 18.10(e) and 18.11(e), all continuous employment shall count toward vacation leave.
- (b) Notwithstanding clause 16.03(a) above, no employee shall have their currently recognized years of employment reduced by the implementation of this Article.

16.04 Entitlement to Vacation Leave with **Pay**

An employee is entitled to vacation leave with pay to the extent of the employee's 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 current vacation year.

16.05 Scheduling of Vacation Leave with **Pay**

- (a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- (b) In order to maintain operational requirements, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:
  - (i) to schedule an employee's vacation leave in an amount and at such time as the employee may request;
  - and
  - (ii) not to recall an employee to duty after the employee has proceeded on vacation leave.

House of Commons seniority for scheduling of vacation leave shall be deemed to have commenced on the date of hiring.

16.06 Replacement of Vacation Leave

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,

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 reinstated for use at a later date.

16.07 Carry Over

Where in any vacation year an employee has not been granted all the vacation leave credited to the employee, the unused portion of the employee's vacation leave shall be carried over. Leave credits carried over shall not normally exceed the equivalent of the employee's entitlement for one (1) year.

16.08 Liquidation

In order to minimize the amount of vacation leave credits to be carried over when the employee's bank contains more than the equivalent of one (1) year's entitlement of earned but unused vacation leave credits, the employer reserves the right to:

- (i) to schedule the employee's vacation: or
- (ii) pay to the employee the credits at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on December 31st.



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16.09 Recall from Vacation Leave with Pay

- (a) Where, during any period of vacation leave an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:
  - (i) in proceeding to the employee's place of duty,  
and
  - (ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer.
- (b) The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 16.09(a) to be reimbursed for reasonable expenses incurred by the employee.

16.10 Leave when Employment Terminates

When an employee dies or otherwise ceases to be employed, the employee or their estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave to the employee's credit by the daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of their employment.

16.11 Advance Payments

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 and provided 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 departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

**16.12 Cancellation of Vacation Leave**

When the Employer cancels or alters a period of vacation leave which it has 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 if it is available to the Employer.

**ARTICLE 17**

**DESIGNATED PAID HOLIDAYS**

**17.01** Subject to clause 17.02, 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) St. John the Baptist Day,
- (f) Canada Day,
- (g) Labour Day.
- (h) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (i) Remembrance Day,
- (j) Christmas Day,
- (k) Boxing Day,
- (l) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August.

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17.02 An employee absent without pay on both their full working day immediately preceding and their full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 12, Leave With or Without Pay For PSAC Business.

17.03 When a day designated as a holiday under clause 17.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. When a day that is a designated holiday is so 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 17.01 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.

17.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 17.03:

(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.

17.05 When an employee works on a holiday, the employee shall be paid:

(a) time and one-half (1½) for all hours worked up to the regular daily scheduled hours of work, and double (2) time thereafter, in addition to the pay that the employee would have been granted had the employee not worked on the holiday,

(b) two (2) times the straight-time rate for time worked by the employee on the holiday when the holiday is not the employee's scheduled day of work and is contiguous to a day of rest,

or

(c) upon request, and with the approval of the Employer, the employee may be granted:

(i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday,

and

(ii) pay at one and one-half (1 ½) times the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work,

and

(iii) pay at two (2) times the straight-time rate of pay for all hours worked by the employee on the holiday in excess of the regular daily scheduled hours of work.

(d) (i) Operational requirements permitting, subject to adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.

(ii) When in a calendar year an employee has not been granted all of their lieu days as requested by the employee, at their option, such lieu days shall be paid off at the employee's 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.

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

(a) compensation in accordance with the provisions of clause 17.05;

or

(b) compensation equivalent to four (4) hours' pay at the employee's straight time rate of pay.

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- 17.07 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than their normal place of work, time spent by the employee reporting to work or returning to their residence shall not constitute time worked.
- 17.08 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 18**

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

18.01 Introduction

In respect of any requests for leave under this Article, the employee may be required to provide satisfactory validation of the circumstances necessitating such requests.

18.02 Bereavement Leave **With Pay**

For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), step-child or ward of the employee, father-in-law, mother-in-law, grandparent, legal ward and relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of five (5) consecutive calendar days which does not extend beyond the day following the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for that employee. In addition, the employee may be granted up to two (2) days' leave with pay for the purpose of travel related to the death.

- (b) In special circumstances and at the request of the employee, the five (5) day bereavement period may be moved beyond the day following the day of the funeral but must include the day of the funeral.
- (c) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of their grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (d) If, during a period of compensatory leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave with pay under paragraph (a), (b) or (c) of this clause, the employee shall be granted bereavement leave with pay and the employee's compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (e) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, Management may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clauses 18.02(a) and (c).

**18.03 Maternity Leave Without Pay**

- (A) (1) 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.
  - (a) Notwithstanding sub-clause 18.03(A) (1):
    - (i) where the employee has not yet proceeded on maternity leave without pay and her new-born 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 new-born child is hospitalised;

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the period of maternity leave without pay defined in sub-clause 18.03(A) (1) 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 child's hospitalization during which the employee was not on maternity leave, to a maximum of seventeen (17) weeks.

- (b) The extension described in sub-clause 18.03(A) (1)(a) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
  - (2) The Employer may require an employee to submit a medical certificate certifying pregnancy.
  - (3) An employee who has not commenced maternity leave without pay may elect to:
    - (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
    - (b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 19 Sick Leave with Pay. For purposes of this sub-clause, the terms 'illness' or 'injury' used in Article 19 (Sick Leave Article) shall include medical disability related to pregnancy.
- (B) 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.
- (C) 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.

18.04 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 sub-clause 18.04(C), provided that she:

(1) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay;

(2) 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

(3) 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 clause (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 clause (a), or should she return to work but fail to work for the total period specified in clause (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 clause (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:

$$\begin{array}{r} \text{Allowance} \\ \text{received} \end{array} \quad \times \quad \begin{array}{r} \text{Remaining period to be} \\ \text{worked following her return} \\ \text{to work} \end{array} \\ \hline \text{Total period to be worked as} \\ \text{specified in (b)}$$



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however, an employee whose specified period of employment expired and who is rehired by the House of Commons 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 paragraph (b).

- (B) For the purpose of sub-clauses 18.04(A) (3)(b), and (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 clause (A) (3)(b), without activating the recovery provisions described in clause (A) (3)(c).
- (C) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
  - (1) (a) 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
  - (b) 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 nine-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.
  - (2) At the employee's request, the payment referred to in subparagraph 18.04(C) (1)(a) will be estimated and advanced to the employee. Adjustments shall be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.

- (3) The maternity allowance to which an employee is entitled is limited to that provided in clause 18.04(C) (1), and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act.
- (4) The weekly rate of pay referred to in sub-clause 18.04(C) (1) shall be:
  - (a) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay:
  - (b) 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 sub-clause 18.04(C) (4)(a) 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.
- (5) The weekly rate of pay referred to in sub-clause 18.04(C) (4) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (6) Notwithstanding sub-clause 18.04(C) (5), and subject to sub-clause 18.04(C) (4)(b), 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.
- (7) 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.
- (8) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

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18.05 Special Maternity Allowance for Totally Disabled Employees

(A) An employee who:

(1) fails to satisfy the eligibility requirement specified in sub-clause 18.04(A) (2) 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 Employee Compensation Act prevents her from receiving Employment Insurance Pregnancy benefits:

(2) satisfies all of the other eligibility criteria specified in sub-clause 18.04(A), other than those specified in sub-clauses 18.04(A) (3)(a) and 18.04(A) (3)(b);

shall be paid, in respect of each week of maternity allowance not received for the reason described in clause 18.05 (A) (1), 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 Disability Insurance Plan, the Long Term Disability Plan, the Public Service Medical Insurance Plan or via the Government Employees Compensation Act.

(B) An employee will be paid an allowance under this clause and under clause 18.04 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 sub-clause 18.05(A) (1).

18.06 Parental Leave without Pay

(A) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), 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 paragraphs (A) and (B):

(1) 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

(2) 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 or her 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 fifty-two (52) weeks after the day on which the child comes into the employee's care.

(D) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (A) and (B).

(E) The Employer may:

(1) defer the commencement of parental leave without pay at the request of the employee:

(2) grant the employee parental leave without pay with less than four (4) weeks' notice:

(3) require an employee to submit a birth certificate or proof of adoption of the child.

(F) Parental leave without pay taken by a couple employed by the House of Commons shall not exceed a total of thirty-seven (37) weeks for both individuals combined.

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(G) 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.

• 18.07 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 sub-clause 18.07(C) below, providing the employee:

- (1) has completed **six (6)** months of continuous employment before the commencement of parental leave without pay;
- (2) provides the Employer with proof that the employee has applied for and is in receipt of parental benefits pursuant to section 22 of the Employment Insurance Act in respect of insurable employment with the Employer:

and

- (3) has signed an agreement with the Employer stating that:
  - (a) the employee will return to work on the expiry date of their parental leave without pay, unless the return-to-work date is modified by the approval of another form of leave;
  - (b) following the employee's return to work, as described in paragraph (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 paragraph 18.04(A) (3)(b), if applicable;
  - (c) should the employee fail to return to work in accordance with paragraph (a), or should the employee return to work but fail to work the total period specified in paragraph (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 paragraph (b), or having become disabled **as** defined in the Public Service Superannuation Act, the employee will be

indebted to the Employer for an amount determined as follows:

$$\begin{array}{rcl}
 \text{Allowance} & & \text{Remaining period to be} \\
 \text{received} & \times & \text{worked following her return} \\
 & & \text{to work} \\
 \hline
 & & \text{Total period to be worked} \\
 & & \text{as specified in (b)}
 \end{array}$$

however, an employee whose specified period of employment expired and who is rehired by the House of Commons within a period of five (5) days or less is not indebted for the amount if the employee's new period of employment is sufficient to meet the obligations specified in paragraph (b).

- (B) For the purpose of sub-paragraphs 18.07(A) (3)(b) and (c), periods of leave with pay will count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but will interrupt the period referred to in sub-paragraph 18.07(A) (3)(b), without activating the recovery provisions described in sub-paragraph 18.07(A) (3)(c).
- (C) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
  - (1) (a) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three percent (93%) of their weekly rate of pay for each week of the waiting period, less any other monies earned during this period:
  - (b) other than as provided in sub-paragraph 18.07(C) (1)(c), 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 the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which the employee would have been eligible if no extra monies had been earned during this period;

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- (c) where the employee becomes entitled to an extension of parental benefits pursuant to subsection 12(7) of the Employment Insurance Act, the parental allowance payable under the **SUB** Plan described in sub-paragraph 18.07(C) (1)(b) will be extended by the number of weeks of extended benefits which the employee receives under subsection 12(7) of the Employment Insurance Act.
- (2) At the employee's request, the payment referred to in sub-paragraph 18.07(C) (1)(a) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance parental benefits.
- (3) The parental allowance to which an employee is entitled is limited to that provided in paragraph 18.07(C) (1) and an employee will not be reimbursed for any amount that the employee is required to repay pursuant to the Employment Insurance Act.
- (4) The weekly rate of pay referred to in sub-paragraph 18.07(C) (1) shall be:
- (a) 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;
- (b) 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 sub-paragraph 18.07(C) (4)(a) 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.
- (5) The weekly rate of pay referred to in paragraph 18.07(C) (4) shall be the rate to which the employee is entitled for the substantive level to which the employee is appointed.
- (6) Notwithstanding paragraph 18.07(C) (5), and subject to sub-paragraph 18.07(C) (4)(b), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for

at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.

- (7) Where an employee becomes eligible for a pay increment or pay revision while in receipt of a parental allowance,
  - the allowance shall be adjusted accordingly.
- (8) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

18.08 Special **Parental** Allowance **for** Totally Disabled Employees

(A) An employee who:

- (1) fails to satisfy the eligibility requirement specified in subparagraph 18.07(A) (2) 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 via the Government Employees Compensation Act prevents the employee from receiving Employment Insurance parental benefits;

and

- (2) satisfies all of the other eligibility criteria specified in paragraph 18.07(A), other than those specified in subparagraphs 18.07(A) (3)(a) and (b);

shall be paid, in respect of each week of benefits under the parental allowance not received for the reasons described in sub-clause 18.08(A) (1), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of the employee's 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 18.07 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 Employment Insurance parental benefits for the reasons described in subparagraph 18.08(A) (1).



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

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;
- (b) leave granted under this clause shall be for a minimum period of six (6) consecutive weeks;
- (c) the total leave granted under this clause shall not exceed one **(1)** year during an employee's total period of employment in the House of Commons;
- (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 purposes of calculating severance pay and vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

**18.10 Leave Without Pay for the Long-term Care of a Parent**

Both parties recognize the importance of access to leave for the purpose of long-term care of a parent. An employee shall be granted leave without pay for the long-term personal care of the employee's parents, including step-parents, or foster parents, 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 three (3) 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 House of Commons;

- (d) leave granted for periods of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.
- (e) leave without pay 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 vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

**18.11 Leave Without Pay for Personal Needs**

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

- (a) leave without pay for a consecutive period of up to three (3) months may be granted to an employee for personal needs;
- (b) leave without pay for a consecutive period of more than three (3) months but not exceeding one (1) year may 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 the employee's total period of employment in the House of Commons. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer;
- (d) leave without pay 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 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.

18.12 Leave With Pay **for** Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependant children (including foster children or children of legal or common-law spouse), parents (including step-parents or foster parents), legal ward 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 their 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 alone, or for appointments with appropriate authorities in schools or adoption agencies. **An** employee requesting leave under this provision must notify their supervisor of the appointment as far in advance **as** possible;
  - (ii) up to two (2) consecutive days of leave with pay for the immediate and temporary care of a 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) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.
- (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 calendar year.

**18.13 Court Leave**

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

- (a) to be available for jury selection;
- (b) to serve on a jury;
- (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 their 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,or
  - (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.
- (d) Notwithstanding clause 18.13(c) where the employee's involvement in the proceedings as a witness arise out of the employee's employment outside the House of Commons, leave without pay shall be granted.

**18.14 Injury-on-duty Leave**

An employee shall be granted injury-on-duty leave with pay for such reasonable period when a claim has been made pursuant to a Government Employee's Compensation Act and a Workers' Compensation authority 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 the employee's 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 the employee's employment,

if the employee agrees to remit to the Receiver General of Canada any amount received by the employee 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 their agent has paid the premium.

**18.15 Personnel Selection Leave**

Where an employee participates in a personnel selection process for a position in the House of Commons, the Office of a Member of Parliament, the Senate 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.

**18.16 Leave With Pay for Marriage**

(a) After the completion of one (1) year's continuous employment at the House of Commons, and providing an employee gives the Employer at least twenty (20) calendar days' notice, the employee shall be granted five (5) consecutive working days' 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, dismissal for which an employee has filed a grievance 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.

**18.17** Leave With or Without Pay for Other Reasons

- (a) At its discretion, the Employer may grant leave with or without pay for purposes other than those specified in this Agreement.
- (b) 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 purposes of calculating severance pay and vacation leave.

**18.18** Election Leave

Employees who are qualified electors shall be granted leave with pay, for a specified duration in accordance with the applicable legislation, for the purpose of casting their votes.

**18.19** Position Upon Returning From Leave

An employee granted leave without pay under the provisions of this Article shall be entitled to return to the employee's former position at the end of such leave or to a similar position at an equivalent classification level.

**18.20** Following the request of an employee, the date of return to work from a leave of absence without pay can be altered at the Employer's discretion.

## ARTICLE 19

### SICK LEAVE WITH PAY

**19.01** 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 the employee receives pay for at least ten (**10**) days. Leave will be granted on an hourly basis and the hours debited for the day, or portion thereof, of sick leave shall be the same as the hours not worked by the employee by reason of being on sick leave.

**19.02 Granting of Sick Leave**

An employee shall be granted sick leave with pay when the employee is unable to perform their duties because of illness or injury provided that:

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

and

(b) the employee has the necessary sick leave credits.

19.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury the employee was unable to perform their duties shall, when delivered to the Employer, be considered as meeting the requirements of sub-clause 19.02(a).

19.04 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 19.02, 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.

19.05 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.

19.06 An employee shall not be granted sick leave with pay during any period in which the employee is on leave of absence without pay, or under suspension.

- 19.07 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on the 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 or reinstated for use at a later date.
- 19.08 An employee's accumulated sick leave credits with a previous Employer as defined in clause 2.01(d), shall be recognized by the Employer.

## ARTICLE 20

### SEVERANCE PAY

- 20.01 Under the following circumstances and subject to clauses 20.02, 18.09(d), 18.10(e) and 18.11(e) an employee shall receive severance benefits calculated on the basis of their weekly rate of pay:
- (a) **Lay-off**
- (i) ~~On~~ the first lay-off two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment.
- (ii) On second or subsequent lay-off one (1) week's pay for each complete year of continuous employment less any period in respect of which the employee was granted severance pay under 20.01(a)(i) above.
- (b) **Resignation**
- On resignation, subject to clause 20.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment with a maximum of thirteen (13) weeks' pay.
- (c) **Rejection on Probation**
- On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary



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period, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) weeks.

(d) Retirement

On retirement, when an employee is entitled to an immediate annuity under the Public Service Superannuation Act or when the employee is entitled to an immediate annual allowance, under the Public Service Superannuation Act, one (1) week's pay for each complete year of continuous employment with a maximum of thirty (30) weeks pay.

(e) Death

In the event of an employee's death, there shall be paid to the employee's estate, one (1) week's pay for each complete year of continuous employment regardless of any other benefit payable with a maximum of thirty (30) weeks pay.

(f) Termination for Incapacity

The Employer agrees that an employee terminated from employment for incapacity shall, on termination of their employment, be entitled to severance pay on the basis of one (1) week's pay for each complete year of continuous employment with a maximum of twenty-eight (28) weeks pay.

20.02 (a) For the purpose of this Article, all continuous employment shall count for the purpose of calculating severance pay.

(b) The amount of severance pay shall be reduced by any period in respect of which the employee was already granted severance pay, retirement leave, or a cash gratuity in lieu thereof.

20.03 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 the employee's certificate of appointment on the date of the termination of the employee's employment.

## ARTICLE 21

### HOURS OF WORK AND OVERTIME

#### HOURS OF WORK

- 21.01** For the purpose of this Article, a week shall consist of seven (7) consecutive days beginning at **00:01** hours Monday morning and ending at **24:00** hours Sunday. The day is a twenty-four (**24**) hour period commencing at **00:01** hours.
- 21.02** Within five (5) working days of notification of consultation served by either party, the PSAC shall notify the Employer in writing of the representative authorized to act on behalf of the PSAC for consultation purposes.
- 21.03** The Employer shall schedule hours of work to meet operational requirements. The hours of work schedule will be posted fifteen (**15**) calendar days in advance of implementation.
- 21.04 Day Work**
- (a) Subject to clause 21.05, the scheduled workweek shall be thirty-five (**35**) hours from Monday to Friday inclusive, and the scheduled workday shall average seven (7) consecutive hours, exclusive of the meal period which shall be for a maximum of one (**1**) hour per day.
  - (b) Employees shall be informed by written notice of their scheduled hours of work. Changes to the scheduled hours shall normally be by written notice to the employee(s) concerned, and shall normally be given one (1) week in advance.
  - (c) Day work may be performed at any time during the day between 0700 hours and 1800 hours. No premium shall be paid other than for overtime hours worked.
- 21.05** With the exception of the provision concerning the meal period, it is understood by the parties that the provisions of clause **21.04** will not be applicable in respect of employees whose workweek is less than thirty-five (**35**) hours per week.

**Shift Work**

- 21.06 When, because of the operational requirements of the Service, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees, over a period of not more than seventy (70) calendar days:
- (a) work an average of thirty-five (35) hours per week;
  - (b) obtain an average of two (2) days of rest per week;
  - (c) usually obtain at least two (2) consecutive calendar days of rest at any one time, except when days of rest are separated by a designated paid holiday which is not worked.
- 21.07 Taking into consideration clause 21.04a), it is recognised that certain continuous operations require some employees being on the job for a full shift. In these operation, such employees will be paid for a one (1) hour meal period because they will not be able to leave the work place for a meal break. A specified meal period shall be provided as close to the mid-point of the shift as possible. The one (1) hour meal period will be subject to the applicable overtime provisions. An employee's meal period may be staggered at different times during the workday.
- 21.08 The Employer will make every reasonable effort:
- (a) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift,
- and
- (b) to avoid excessive fluctuation in hours of work.
- 21.09 When an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:
- (a) on the day it commenced, where half ( $\frac{1}{2}$ ) or more of the hours worked fall on that day,
- or
- (b) on the day it terminates, where more than half ( $\frac{1}{2}$ ) of the hours worked fall on that day.

21.10 The staffing, preparation, posting and administration of schedules of hours of work are the responsibility of the Employer.

**21.11 Rest Periods**

Except where operational requirements do not permit, the Employer will provide rest periods during each working day or shift.

**GENERAL**

21.12 Where an employee's average weekly schedule hours of work over a twelve (12) month period exceed or are less than thirty-five (35) hours per week, the employee shall not receive lesser compensation or more compensation at the applicable hourly rate solely due to the irregular work pattern.

21.13 Consultation will be held with the PSAC when developing new shift schedules. Such consultation will include all aspects of arrangement of shift schedules. Both parties will endeavour to meet the preferences of employees in regards to such arrangement.

21.14 Provided sufficient advance notice is given, and there *is* no cost, the Employer may at its discretion, authorize employees to exchange shifts.

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

21.16 Nothing in this Agreement shall be construed as guaranteeing minimum or maximum hours of work.

21.17 The Employer may require employees to register their attendance in a manner to be determined by the Employer.

21.18 Where full-time hours of work are scheduled in an irregular pattern, employees shall receive regular pay as though they worked a regular workweek.

**OVERTIME**

**21.19 Assignment of Overtime Work**

- (a) Subject to operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis among readily available qualified employees who normally perform those duties.
- (b) The Employer will keep records of overtime opportunities for each employee and these records will be made available to employees upon request.

**21.20 Overtime Compensation**

Subject to clause 21.21, when an employee is required by the Employer to work overtime, overtime shall be compensated for at the following rates:

- (a) time and one-half (1½), except as provided for in sub-clause 21.20(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 seven (7) hours' work on the employee's 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;
- (c) overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent time *off* with pay.
- (d) the Employer shall grant compensatory leave at times convenient to both the employee and the Employer. The granting of such request shall not be unreasonably denied;
- (e) Compensatory leave with pay not used by the end of the calendar year will be paid for in cash. Upon request of an employee and approval of the Employer, the compensatory leave may be taken at a later date.

(f) the Employer shall pay cash overtime compensation by the twenty-first (**21st**) day of the month following the month in which it is earned.

**21.21** An employee is entitled to overtime compensation for each completed fifteen (**15**) minutes of overtime worked by the employee.

**21.22** Overtime Meal Allowance

(a) An employee who works three (**3**) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed their expenses for one meal in the amount of ten dollars (\$10.00) except where free meals are provided. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.

(b) When an employee works overtime continuously beyond the period provided in (a) above, the employee 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 the employee is being compensated on some other basis. Reasonable time with pay (to a maximum of thirty (30) minutes), shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.

(c) This clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

**21.23** Transportation

When approved by the Employer, an employee who meets one of the following criteria, and has not been issued a House of Commons parking permit, shall be provided with a taxi voucher or will be reimbursed for reasonable taxi fare upon presentation of a receipt when the employee:

(a) works contiguous overtime after public transportation has been suspended for the day,

or

- (b) works four (4) hours of contiguous overtime and leaves work after 2200 hours.
- (c) Notwithstanding the above when employees are required to work unscheduled overtime, Management reserves the discretion to make exceptions to the provisions contained in clauses (a) and (b) when individual circumstances warrant.

## ARTICLE 22

### PAY ADMINISTRATION

- 22.01 An employee is entitled to be paid for services rendered at:
- (a) the pay specified in Appendix "A" and Appendix A-I, for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee's certificate of appointment;
- or
- (b) the pay specified in Appendix "A" and Appendix A-I, for the classification prescribed in the employee's certificate of appointment if that classification and the classification of the position to which the employee is appointed do not coincide.
- 22.02 The rates of pay set forth in Appendix "A" and Appendix A-1 shall become effective on the dates specified therein.
- 22.03 Where the rates of pay set forth in Appendix "A" and Appendix A-1 have an effective date prior to the date of signing of this Agreement the following shall apply:
- (i) "retroactive period" for the purpose of clauses (ii) and (iii) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the Agreement is signed:
  - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the bargaining unit during the retroactive period:
  - (iii) rates of pay shall be paid in an amount equal to what would have been paid had the Agreement been signed on the effective date of the revision in rates of pay:

- (iv) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with clause (iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) calendar days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases:
  - (v) no payment or no notification shall be made pursuant to clause 22.03 for one dollar or less.
- 22.04 Only rates of pay and compensation for overtime which has been paid to an employee during the retroactive period will be recomputed and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the employee.
- 22.05 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.
- 22.06 **Acting Pay**
  - (a) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least one (1) full shift or working day, the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts. Such pay is to be determined in accordance with clauses 22.11 and 22.12.
  - (b) When a day designated as a paid holiday occurs during the qualifying period of acting pay, the holiday shall be considered as a day worked for purposes of the qualifying period.
  - (c) The Employer shall pay compensation of acting pay on the employee's regular pay.
  - (d) When an employee is granted leave of absence with pay during the qualifying period, such leave of absence will not break the qualifying period but will extend the qualifying period by an amount equal to the period of leave of absence with pay.



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### 22.07 Pay Increment Administration

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 the employee's classification is reached.

### 22.08 Pay Increment Periods

- (a) Full-Time Employees: The pay increment period for full-time employees is twelve (12) months. A pay increment shall be to the next rate in the scale of rates.
- (b) Part-Time Employees: A part-time employee shall be entitled to receive a pay increment when the employee has worked a total of eighteen hundred and twenty (1,820) straight-time hours during a period of continuous employment, provided that the maximum rate for the employee's level is not exceeded.

### 22.09 Change of Time

There will no compensation paid for the extra hour worked and conversely, there will be no reduction in compensation for the hour not worked due to the time conversion in Spring and Fall as a result of the implementation and withdrawal of daylight saving time.

### 22.10 Pay Increment Date

The pay increment date for a full-time employee appointed to a position classification in the bargaining unit upon promotion, demotion or from outside the House of Commons of Canada shall be the anniversary date of such appointment.

### 22.11 Rate of pay on Promotion

An employee appointed to a classification level having a maximum rate of pay four percent (4%) or more greater than the maximum of the employee's former classification level shall be paid in the new classification level at the rate of pay, nearest to the rate the employee was receiving immediately before the appointment, that gives an increase in pay of not less than the smallest pay increment for the new classification level. If there is no such rate, the employee shall be paid the maximum rate in the new scale.

22.12 Rate of Pay on Appointment to a Position with a Classification Level Having —

- (a) The same maximum rate of pay:

An employee appointed to a position with a classification level having the same maximum rate of pay as the employee's former classification level shall be paid a rate of pay in the new scale of rates nearest to but not less than the rate the employee was receiving immediately before the appointment; or, if there is no such rate the employee shall be paid the maximum of the new scale of rates, except that when the employee is being paid a holding rate and the appointment is to the same classification level the employee shall retain the holding rate.

or

- (b) A maximum rate which exceeds the employee's former maximum rate by less than four percent **4%**:

An employee appointed to a position with a classification level having a maximum rate of pay which exceeds the maximum rate of his former classification level by less than four percent (**4%**) shall be paid a rate of pay in the new scale of rates nearest to but not less than the rate the employee was receiving immediately before the appointment, except that if there is no such rate, the maximum of the new scale of rates shall be paid.

22.13 Rate of pay on Demotion

On demotion, an employee is paid at the rate in the range of rates of the employee's new position/classification which is closest to or equal to the employee's former rate of pay.

22.14 Rate of Pay on Reclassification to a Level with a Lower Maximum Rate

Where an employee's duties and responsibilities are reclassified to a level with a lower maximum rate of pay than the level at which the employee is being paid, the following shall apply:

- (a) Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.

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- (b) Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In respect to the pay of the incumbent, this may be cited as Salary Protection Status and subject to Section (c)(ii) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time. to the former classification level.
  - (c) (i) The Employer will make a reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group and/or level of the position.
    - (ii) In the event that an incumbent declines an offer of transfer to a position as in (i) above without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.
- 22.15 In the event of an employee's death, the salary due to the employee on the last working day preceding their death shall continue to accrue to the end of the month in which the employee dies. Salary so accrued which has not been paid to the employee as at the date of the employee's death shall be paid to the employee's estate.
- 22.16 If, during the term of this Agreement, a new classification standard for a group is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the PSAC the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

**ARTICLE 23**

**CLOTHING**

- 23.01 Where the Employer determines that an employee's work is of a nature where special identification is necessary, the House of Commons will continue its practice of providing adequate clothing to employees.
- 23.02 Where the Employer issues items of clothing to an employee, the employee shall wear these items of clothing during working hours unless otherwise excused.

- 23.03 All employees, on commencing employment, shall receive an initial issue, at the expense of the House of Commons, of the following item of clothing:
- (a) 1 belt
  - (b) 6 pairs of socks (females may exchange socks for panty hose at the ratio of 1 pair of socks equals 3 pairs of panty hose)
  - (c) 1 pair of overshoes or rubbers
  - (d) 2 pairs of shoes or boots (female may choose 1 pair of ceremonial shoes in lieu of 1 pair of regular issue shoes)
  - (e) 6 shirts
  - (f) 2 pairs of trousers
  - (g) 2 ties
  - (h) 1 tie clip
  - (i) 1 sweater
  - (j) 1 scarf
  - (k) 1 Bomber Jacket (winter)
  - (l) 1 raincoat
  - (m) 1 pair of winter gloves.
- 23.04 Initial issue of items in 23.03 will be timed in keeping with seasonal requirements.
- 23.05 (a) Items of clothing listed in Article 23.03 (b) will be issued annually in the same quantity.
- (b) Items listed in Article 23.03 (e) will be issued annually to a maximum of two (2) shirts.
- (c) All other items of clothing will be replaced at the Employer's discretion.
- 23.06 An employee, designated for uniformed service, who becomes pregnant shall, upon request, receive the following maternity items of clothing:
- (a) 4 blouses (to issue with pants only)
  - (b) 1 pair of pants
  - (c) 1 sweater

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Items (a) may be retained by the employee and other must be returned to the employer upon termination of pregnancy.

- 23.07 Employees shall be responsible for the proper care and maintenance of their issued items of clothing, except that:
- (a) employees' items of clothing damaged or destroyed in the line of duty shall be repaired or replaced at the Employer's expense;
  - (b) two (2) pairs of pants, one (1) tie may be dry cleaned by the Employer up to two (2) times per month and one (1) bomber jacket (winter) may be dry cleaned by the Employer once (1) a year;
  - (c) employees will receive a shirt cleaning allowance of eleven dollars and fifty cents (\$11.50) per month.
- 23.08 Additional items of clothing may be purchase at cost by employees, subject to availability.

**ARTICLE 24**

**CALL-BACK PAY**

- 24.01 When an employee reports to work as requested by the Employer, at a time which is not contiguous to the employee's work period, any time outside the employee's normal working hours or on a day of rest the employee shall be entitled to the greater of:
- (a) a minimum of three (3) hours' pay at the applicable overtime rate,
- or
- (b) compensation at the applicable overtime rate for each hour worked.
- 24.02 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

## ARTICLE 25

### PREMIUMS

#### 25.01 Shift Premium

An employee on shift work shall receive a shift premium for all hours worked between 17:00 and 08:00 hours. The shift premium will not be paid for hours worked between 08:00 and 17:00 hours.

Effective October 12, 2004, the premium shall be one dollars seventy five cents (\$1.75) for all hours worked.

Effective April 1, 2005, the premium shall be two dollars (\$2.00) for all hours worked.

#### 25.02 Weekend Premium

(a) Employees shall receive an additional premium Saturday and/or Sunday for hours worked as stipulated in sub-clause 25.02(b) below:

(i) Effective October 12, 2004, the premium shall be one dollar and sixty cents (\$1.60) for all hours worked.

(ii) Effective April 1, 2005, the premium shall be two dollars (\$2.00) for all hours worked.

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

## ARTICLE 26

### STATEMENT OF DUTIES

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

**ARTICLE 27**

**EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

- 27.01 (a) When a competency measurement is made on an employee, the employee concerned must be given an opportunity during working hours to examine and acknowledge the measurement in questions. An employee's acknowledgment will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (b) The Employer's representative(s) who measure the employee's competence must have observed or been aware of the employee's work behaviour and performance for the measurement period.
- (c) An employee has the right to make written comments on his competency measurement once the measurement is made. These comments will be placed on the employee's personnel file.
- 27.02 (a) Prior to an competency measurement, the employee shall have access to:
- (i) the measurement standards that will be used;
- (ii) the measurement process that will be followed;
- (b) if during the employee competency measurement, either the standards or processes are changed, access will be given to the employee.
- 27.03 Upon written request of an employee, the personnel file of that employee shall be made available twice (2) per year for their examination in the presence of an authorized representative of the Employer.
- 27.04 A copy of all documents used to measure the competence of an employee at work which are added to the personnel file of the employee shall be given to the employee within ten (10) working days following the filing of the documents in the employee's personnel file. Failing which, such documents will not be used in a prejudicial manner against the employee.

**ARTICLE 28**

**DISCIPLINE**

- 28.01 It is recognised by the parties that discipline should normally be progressive and the aim is that of correction. Discipline will be applied fairly and for just cause. When the Employer imposes an employee a disciplinary measure other than a verbal reprimand, the Employer undertakes to notify the employee in writing of the reason for such a measure. The Employer shall endeavour to give such notification at the time of the imposition of the measure and informs the local representative of the PSAC that such a measure was imposed.
- 28.02 When an employee is required to attend a meeting, the purpose of which is to:
- (a) discuss a matter which may lead to a disciplinary sanction being imposed on the employee;
  - or
  - (b) render a disciplinary decision concerning the employee.
  - (c) The Employer shall advise the employee that the employee is entitled to have a representative of the PSAC attend these meetings.
  - (d) An employee shall receive a written notice of at least twenty-four (24) hours of a meeting under (b) above.
- 28.03 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.
- 28.04 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken.
- 28.05 Electronic surveillance equipment shall not be used as a means to evaluate the performance of employees or to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act and or breach of security.



## ARTICLE 29

### GRIEVANCE PROCEDURE

- 29.01 The parties recognise the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When an employee, within the time limits prescribed in clause 29.08 gives notice that the employee wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.
- 29.02 Subject to and as provided in Section 62 of the Parliamentary Employment and Staff Relations Act, an employee who feels that the employee has been treated unjustly or considers aggrieved by any action or lack of action by the Employer is entitled to present a grievance in the manner prescribed in clause 29.06 except that, where the grievance relates to the interpretation or application of this Collective Agreement or a related Arbitral Award, the employee is not entitled to present the grievance unless the employee has the approval of and is represented by the PSAC.
- 29.03 There shall be no more than a maximum of three (3) levels in the grievance procedure. These steps shall be as follows:
- (a) Level 1 — first level of management:
  - (b) Level 2 — intermediate level where such level is established:
  - (c) Level 3 — Clerk or designate.
- 29.04 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.
- 29.05 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.

- 29.06** An employee who wishes to present a grievance at a prescribed level in the grievance procedure, shall transmit their grievance to their immediate supervisor or local **officer-in-charge** 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 with a receipt stating the date on which the grievance was received by the immediate supervisor or local officer in charge.
- 29.07** The PSAC shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 29.08** An employee may present a grievance to the first level of the procedure in the manner described in clause **29.06**, not later than the fifteenth (15th) working day after the date on which the employee is notified orally or in writing or on which the employee first becomes aware of the action or circumstances giving rise to the grievance.
- 29.09** An employee may present a grievance at each succeeding level in the grievance procedure beyond the first level either:
- (a) where the decision or settlement is not satisfactory to the employee within ten (10) working days after that decision or settlement has been conveyed in writing to the employee by the Employer,
  - or
  - (b) where the Employer has not conveyed a decision to the employee within the time prescribed in clause **29.10**, within fifteen (15) working days after the employee presented the grievance at the previous level.
- 29.10** The Employer shall normally reply to an employee's grievance at any level of the grievance procedure, except the final level, within ten (10) working days after the grievance is presented, and within thirty (30) working days where the grievance is presented at the final level.

**COLLECTIVE AGREEMENT**

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- 29.11 Where an employee has been represented by the PSAC in the presentation of their grievance, the Employer will provide the appropriate representative of the PSAC 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.
- 29.12 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.
- 29.13 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.
- 29.14 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the PSAC representative.
- 29.15 (a) 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 PSAC.
- (b) Where a decision has been rendered by the employer's representative who normally hears grievances at the first (1st) level, any resulting grievance will, at the request of the grievor, be referred directly to the second (2nd) level of the grievance process.
- 29.16 Where the Employer terminates, demotes, denies an appointment or denies a classification level to an employee, the grievance procedure set forth in this Agreement shall apply except that:
- (a) the grievance shall be presented at the final level only,  
and
- (b) the time limit within which the Employer is to reply may be extended by mutual agreement to sixty (60) days.
- 29.17 An employee may abandon a grievance by written notice to the employee's immediate supervisor or officer-in-charge.

- 29.18 An employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance.
- 29.19 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 their grievance or refrain from exercising their right to present a grievance as provided in this Collective Agreement.
- 29.20 Where an employee has presented a grievance that may be referred to adjudication and the employee's grievance has not been dealt with to the employee's satisfaction at the Final Level of the grievance procedure, the employee may refer the grievance to adjudication in accordance with the provisions of the Parliamentary Employment and Staff Relations Act.
- 29.21 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of the employee of a provision of this Collective Agreement or a related Arbitral Award, the employee is not entitled to refer the grievance to adjudication unless the bargaining agent for the bargaining unit to which this Collective Agreement or related Arbitral Award applies signifies in 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.

### **ARTICLE 30**

#### **HEALTH AND SAFETY**

- 30.01 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 or intended to prevent or reduce the risk of physical injury in its operations. An employee shall take all reasonable and necessary precautions to ensure their own safety and the safety of their fellow employees. The working environment and facilities will be maintained in a clean and sanitary condition by the Employer.

COLLECTIVE AGREEMENT

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- 30.02 Management agrees to adhere to the basic principles in the Canada Labour Code and the Canada Occupational Safety and Health Regulations in terms of minimum standard for health and safety of employees in the bargaining unit within the workplace.
- 30.02 Leave of absence with pay up to six **(6)** months will be granted by the Employer to any employee on account of physical injury and/or mental strain received in the performance of their duties which is compensable under provisions of the Government Employees' Compensation Act and approved by the Workplace Safety and Insurance Board. This leave will not be charged against any of the employees' sick leave credits.
- 30.03 (a) Where an employee deems it unsafe for the employee to undertake work alone and the situation presents a clear and definite hazard to life and limb, it shall be the employee's responsibility to notify their 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, the employee may refuse to complete the job, pending the elimination or lessening 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 measure.
- 30.04 The Employer shall supply adequate protective clothing and/or safety devices for employees where conditions require their use. The employee shall not be held responsible for the maintenance or the normal wear or accidental damage caused to the protective clothing and/or safety devices supplied to the employee by the Employer.
- 30.05 The Employer agrees to discuss the health and safety aspects of equipment with the Joint Occupational Safety and Health Committee wherever Health and Safety problems with regards to its use are raised by the employees concerned.

**30.06** Joint Occupational Safety and Health Committee

- (a) The Employer will establish a Joint Occupational Safety and Health Committee which will have the following powers:
    - (i) shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the Committee;
    - (ii) shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the Committee;
    - (iii) shall cooperate with any occupational health service established to serve the workplace;
    - (iv) may establish and promote safety and health programs for the education of the employees represented by the Committee;
    - (v) 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) may develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;
    - (vii) shall monitor on a regular basis programs, measures and procedures related to the safety and health of employees;
    - (viii) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;
    - (ix) shall cooperate with the Safety Officers;
    - (x) may request from the Employer such information as the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the workplace;
- and
- (xi) shall have full access to all reports prepared by the Employer or Union or at the Employer's or Union's

COLLECTIVE AGREEMENT

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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 either co-chairperson, who should both be present at that meeting. The absence of one of the co-chairpersons 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) The Committee shall have two (2) co-chairpersons of equal standing chosen from the members of the Committee, one being an employee representative selected by the employee representatives in the Committee and the other being a managerial representative selected by the managerial representatives on the Committee. The chairmanship shall alternate quarterly or as agreed by the Committee.
  - (f) 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 agendas.
  - (g) The Committee shall have the authority to create sub-committees where needed. The sub-committees may include advisors who are not Committee members.
- 30.07 Matters referred to the Joint Occupational Safety and Health Committee shall be dealt with in an expeditious and appropriate manner. In the event that a complaint is not resolved by the Joint Occupational Safety and Health Committee, employee(s) may file a grievance that would be expeditiously processed in accordance with Article 29.
- 30.08 The Employer will grant reasonable time off with pay to the PSAC representatives to attend meetings of the Joint Occupational Safety and Health Committee.

## **ARTICLE 31**

### **HEALTH AND INSURANCE BENEFITS**

- 31.01 Current practices will prevail for the duration of this Agreement, except that any changes in medical, dental, hospital and disability plans, including the premium payable by employees, applicable to the majority of those employed in the Public Service of Canada for whom Treasury Board is the employer, will, during the life of this Agreement, be applicable to the employees under this Agreement.
- 31.02 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 to the Public Service Management Insurance Plan during the term of this Agreement, unless the employee wishes to cancel their coverage.

## **ARTICLE 32**

### **EMPLOYMENT SECURITY**

- 32.01 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 this workforce are accomplished through attrition. This is subject to the willingness and capacity of individual employees to undergo retraining and accept reassignment.
- 32.02 Failing that, any lay-offs shall be made in reverse order of seniority.

## **ARTICLE 33**

### **LEGAL ISSUES**

- 33.01 The Employer shall indemnify and protect members of the bargaining unit from legal expenses incurred in defending a legal matter which arises from the performance of their duties subject to guidelines established by the Administration of the House of Commons.



- 33.02 Such indemnification shall not extend to conduct on the part of employees which constitutes gross negligence or wilful misconduct.

## ARTICLE 34

### PART-TIME EMPLOYEES

- 34.01 Employees whose normal scheduled hours of work are on average less than thirty-five (35) hours per week shall be entitled to the benefits provided under this agreement in the same proportion as their weekly hours of work compared with the normal scheduled weekly hours of work of full-time employees, except that:
- (a) such employees shall be paid at the hourly rate specified at Appendix A and Appendix A-I for all hours of work performed up to thirty-five (35) hours in a week except when the hours worked by an employee are averaged less than thirty-five (35) hours per week over a period of not more than seventy (70) calendar days;
  - (b) leave will only be provided:
    - (i) where it may displace other leave as prescribed by this Agreement,
    - or
    - (ii) during those periods in which the employees are scheduled to perform their duties;
  - (c) the days of rest provisions in this collective agreement apply only in a week when the employee has worked a minimum of thirty-five (35) hours in the week;
  - (d) a part-time employee shall not be paid for the designated holidays but shall, instead, be paid a premium of four point six **(4.6)** per cent for all straight-time hours during the period of part-time employment;
  - (e) A part-time employee shall not earn vacation leave credits, but shall, for each month in which the employee receives pay for at least seventy (70) hours, be paid a premium of six (6%) per cent for all straight time hours worked;
  - (f) 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 17.01 of this Agreement, the employee shall be compensated time and one-half (1%) the hourly rate of pay for all hours worked on the holiday;

- (g) notwithstanding the provisions of Article 20 (Severance Pay), an employee whose continuous employment is a combination of both full-time and part-time continuous employment shall, for the purpose of Severance Pay, have those completed years of part-time continuous employment reduced in the same proportion as the part-time weekly hours of work compare with the normal scheduled weekly hours of work of full-time employee. For such an employee who, on the date of the termination of their employment is a part-time employee, the weekly rate of pay referred to in Article 22 shall be the weekly rate of pay that the employee is being paid on termination, adjusted to the full-time weekly rate.
- (h) Continuous employment for part-time employees shall include all time in the bargaining unit pro-rated in the ratio of the part-time employees' hours of work as compared to a full-time employees' hours of work (1820 hours).

### **ARTICLE 35**

#### **PRIVACY AND CONFIDENTIALITY**

- 35.01 The Employer recognizes and respects the employee's right to privacy, including the confidentiality of an employee's personal communications and the protected status of personal information.
- 35.02 The PSAC recognizes the employee's responsibility to use means of communication in an informed and responsible manner and the Employer's right to ensure acceptable usage.

### **ARTICLE 36**

#### **TRAINING**

- 36.01 Training is a process designed to help employees acquire the knowledge, skills and experience needed to perform current work related tasks.

## **COLLECTIVE AGREEMENT**

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- 36.02 The parties recognise the benefits derived from training and agree that training priorities should be aligned with:
- (a) The need to provide direct training to employees to ensure they are able to perform their function(s) in accordance with operational requirements.
  - (b) the need to provide training to employees whose jobs are undergoing change due to changing priorities of the organisation.
- 36.03 The Employer shall communicate the general business priorities and plans, strategies, directions as well as associated training plans of the Security Service to the PSAC and the employees.
- 36.04 The PSAC recognises the responsibility of employees to manage their careers at the House of Commons and to take ownership of their development with a view to reaching their fullest potential. To this extent, employees are encouraged to identify their specific interest in career development and training to the employer.

### **ARTICLE 37**

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

- 37.01 If employees are prevented from performing their duties because of a strike or lock-out on the premises of another employer, the employees shall report the matter to the Employer, and the Employer will make reasonable efforts to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.

### **ARTICLE 38**

#### **PROBATION PERIOD**

- 38.01 New employees, hired on an indeterminate basis in the bargaining unit shall be subject to a probationary period of twelve (12) months beginning on their date of employment with the Employer.

**ARTICLE 39**

**AGREEMENT REOPENER**

39.01 This Agreement may be amended by mutual consent.

**ARTICLE 40**

**DURATION**

40.01 Unless otherwise expressly stipulated in this Agreement, the provisions of this Agreement shall become effective on October 12, 2004 and shall remain in force until March 31, 2006.

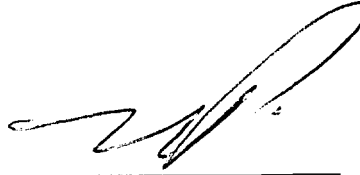
COLLECTIVE AGREEMENT

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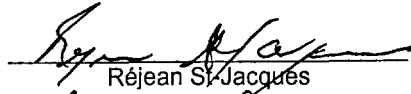
Signed at Ottawa, this 12 day of the month of October 2004.

**FOR THE HOUSE OF COMMONS**

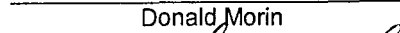
**FOR THE PUBLIC SERVICE  
ALLIANCE OF CANADA**



Neal Parker



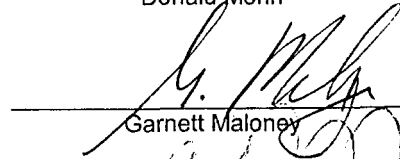
Réjean St-Jacques



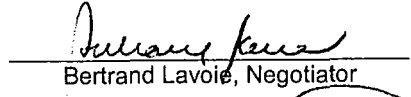
Donald Morin



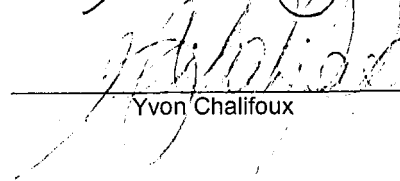
Serge Séguin



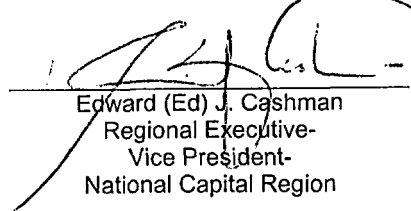
Garnett Maloney



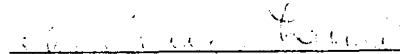
Bertrand Lavoie, Negotiator



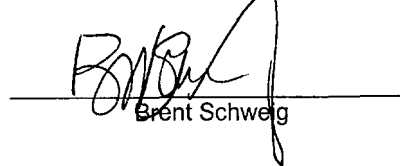
Yvon Chalifoux



Edward (Ed) J. Cashman  
Regional Executive-  
Vice President-  
National Capital Region



Danielle Labonté



Brent Schweig

Muriel B. Droessler

Marcel Dubé, Negotiator

**APPENDIX A**

Salary Scale of ADS-I effective December 31, 2003.

FROM	24,828	25,449	26,211	26,998	27809
	28,641	29,501	30,385	31,298	31,924

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**APPENDIX A-1**

**RATES OF PAY / UNIVERSAL SCALE**

Effective January 1, 2004, employees will be paid in accordance with the A line of Level J at the salary nearest to but not less than their former rate of pay.

**Scanner (SCA)**

**A Effective January 1, 2004      Conversion to Universal Scale**  
**B Effective April 1, 2004      3.0% — Economic increase**  
**C Effective April 1, 2005      3.0% — Economic increase**

STEP		1	2	3	4	5	6	7
Level B	A	67,238	69,928	72,725	75,634	78,659	81,806	85,078
	B	69,255	72,026	74,907	77,903	81,019	84,260	87,630
	C	71,333	74,187	77,154	80,240	83,449	86,788	90,259
Level C	A	61,459	63,917	66,474	69,133	71,898	74,774	77,765
	B	63,303	65,835	68,468	71,207	74,055	77,017	80,098
	C	65,202	67,810	70,522	73,343	76,277	79,328	82,501
Level D	A	53,889	56,044	58,286	60,618	63,042	65,564	68,186
	B	55,506	57,725	60,035	62,437	64,933	67,531	70,232
	C	57,171	59,457	61,836	64,310	66,881	69,557	72,339
Level E	A	48,516	50,457	52,474	54,574	56,757	59,027	61,388
	B	49,971	51,971	54,048	56,211	58,460	60,798	63,230
	C	51,471	53,530	55,670	57,898	60,214	62,622	65,127
Level F	A	43,795	45,547	47,368	49,263	51,233	53,283	55,414
	B	45,109	46,913	48,789	50,741	52,770	54,881	57,076
	C	46,462	48,321	50,253	52,263	54,353	56,528	58,789
Level G	A	39,236	40,806	42,438	44,136	45,901	47,736	49,646
	B	40,413	42,030	43,711	45,460	47,278	49,168	51,135
	C	41,625	43,291	45,022	46,824	48,696	50,643	52,669
Level H	A	35,166	36,572	38,036	39,557	41,139	42,784	44,496
	B	36,221	37,669	39,177	40,744	42,373	44,068	45,831
	C	37,308	38,799	40,352	41,966	43,644	45,390	47,206
Level I	A	31,666	32,932	34,249	35,619	37,044	38,526	40,067
	B	32,616	33,920	35,276	36,688	38,155	39,682	41,269
	C	33,594	34,938	36,335	37,788	39,300	40,872	42,507
Level J	A	26,862	27,938	29,055	30,217	31,425	32,683	33,990
	B	27,668	28,776	29,927	31,124	32,368	33,663	35,010
	C	28,498	29,639	30,824	32,057	33,339	34,673	36,060
Level K	A	23,688	24,636	25,621	26,646	27,712	28,820	29,973
	B	24,399	25,375	26,390	27,445	28,543	29,685	30,872
	C	25,131	26,136	27,181	28,269	29,400	30,575	31,798

**APPENDIX B**

**MEMORANDUM OF AGREEMENT  
IN RESPECT OF A DEFERRED SALARY LEAVE PLAN  
MEMORANDUM OF AGREEMENT  
BETWEEN  
THE HOUSE OF COMMONS  
AND  
THE SCANNERS BARGAINING UNIT**

This Memorandum of Agreement will confirm an understanding reached between the parties in respect of a deferred salary leave plan for the employees of the Scanners bargaining unit.

Subject to prior approval, indeterminate employees of this Bargaining Unit may be eligible for Self-funded Leave (S.F.L.) for up to one year.

**Purpose**

This will allow employees to fund a period of absence from their employment.

**Definition**

Self-Funded Leave is defined as a period of Leave Without Pay of not less than 6 consecutive months that is to commence immediately after a period not exceeding 6 years after the date on which the earnings deferrals for the leave of absence commence.

Prior to the period of leave, the employee deposits monies with a recognized financial institution of the employee's choice which will serve to support the employee during the period of leave.

With the exception of the House of Commons Conflict of Interest and Partisan Political Activities Guidelines, the Employer places no restrictions on the activities the employee wishes to pursue during the leave. A commitment from the employee to return to work for a period equal to the leave of absence granted is required. The employee's position is guaranteed upon return from leave.



COLLECTIVE AGREEMENT

Eligibility

All indeterminate employees who have completed their probationary period are eligible to apply.

**Approval**

Approval of participation on the SFL program is based upon operational requirements.

Procedures

1. Employee applies for SFL, including salary deduction arrangements, providing as much advance notice as possible but not less than 18 months prior to the period of leave in question. Applications received involving shorter notice periods may be considered in the light of operational requirements.

Note: Salary deduction arrangements may be amended by mutual agreement in writing, provided such requests are received for approval three months prior to the date for which the change is being requested but not later than six months prior to the leave start date.

2. Application is reviewed by authorized manager and approved if it meets the conditions stipulated in this document.
3. Copy of approved application is forwarded to Pay & Benefits section and to the Financial Institution.
4. Pay & Benefits Section prepares necessary pay action and notifies pay office.
5. DSS Pay Office deducts and transfers funds to an account opened by the employee with the Civil Service Co-Op.

Note: It is agreed that access to this account prior to the maturity of the Trust agreement may only be allowed with the written approval of the authorized manager and the employee concerned.

6. Accrued interest should be reported by the Financial Institution to the employee.

7. On maturity of the individual trust agreement, monies are released to an account accessible by the employee, without additional involvement of the House of Commons.

**Note:** No monies may be payable to the employee on a date which would be later than the end of the first year that commences after the end of the deferral period.

#### Taxation

1. It is understood that income tax deductions will not apply to the portion of salary being deferred into the SFL account.
2. It is understood that a source deduction will be made by the financial institution involved for income tax and other statutory deductions, in accordance with Section 153 of the Income Tax Act, upon release of the funds to the employee. The principal portion of such funds shall be deemed as wages.
3. It is the employee's responsibility to obtain the relevant tax interpretation bulletins as they affect the employee's own situation.

The Employer is not expected to provide tax advice. The employee should be cognizant of all tax issues pertaining to the employee's participation in the SFL.

#### Withdrawal/Deferral

1. An employee may withdraw from the plan no later than six months prior to the planned leave date by giving written notice to the Employer. Withdrawal upon shorter notice will require Employer consent.
2. Where an employee who is a participant in the plan is identified as being redundant, the withdrawal notice period shall be waived and the employee shall have free access to the accumulated fund. Should an employee die or be placed on Long Term Disability prior to going on leave or is otherwise terminated the withdrawal notice period shall be waived and the estate or employee shall have immediate access to the accumulated fund.

## COLLECTIVE AGREEMENT

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3. Withdrawal from the program may entail an additional tax burden for the employee. The employee may on one occasion only, request that the leave be advanced or delayed where this will avoid the need to withdraw from the program. Management will make every reasonable effort, based upon operational feasibility, to accommodate the employee's request.
4. Given the financial liabilities that an employee would incur if called back to work while on self-funded leave, the Employer will exhaust all other available options prior to recalling the employee.
5. Due to significant unforeseen operational circumstances beyond the employer's control and where no other feasible option exists a participating employee's period of leave may be postponed by up to six months at the employer's request.
6. Since termination of employment would require withdrawal from the Self-Funded Leave program, participating employees will be responsible for the financial implications of such terminations.

### Funding

1. Employees fund the leave by authorizing the withholding of a portion of their basic salary, up to a maximum of 33 $\frac{1}{3}$ %, for deposit into a trust fund, on an ongoing basis, prior to the leave period.

Basic salary means a participating employee's regular salary including any retroactive pay adjustments but does not include overtime or any other special payments, e.g., allowances, differentials, lump-sum payments.

Employee benefits deductions will continue to be made on the full amount of earnings in the period during which the employee's salary is being deferred.

The employee will be responsible for payment of all employee benefits while on leave as well as the applicable employer's share of superannuation and certain other benefit plans.

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## SCANNER BARGAINING UNIT

Note: The employee may not be in receipt of salary, allowance or tuition reimbursement from the House of Commons while on Self-Funded Leave. (Reference: 1(a)(iii) Part LXVIII of the Income Tax Regulations).

2. **As** participation in the SFL program will have significant impact on employee benefits, costs and taxation, it is strongly recommended that the employee consult with the pay and benefits section prior to making formal application for SFL.

### Costs incurred by House of Commons

1. Cost of administration: paperwork, enquiries, handling, etc.
2. Employer share of CPP premiums during the leave period.

### Benefits to Employees

The period of leave counts as pensionable service and the employee's position is guaranteed on the employee's return to work.

In the event that an employee participating in SFL be declared surplus prior to or on return from leave, the House of Commons policy would apply and such employees will be considered for new vacancies and retrained and redeployed accordingly.

As deposits with a financial institution are subject to tax deferral, the reduction in take home pay could be considerably smaller than the deposit itself, based on the employee's tax bracket. The Employer and the Public Service Alliance of Canada agree that the provisions of this plan shall form part of the Collective Agreement and is subject to any modifications made to the Income Tax Act.

**APPENDIX C**

MEMORANDUM OF AGREEMENT  
IN RESPECT OF A DEFERRED SALARY LEAVE PLAN  
MEMORANDUM OF AGREEMENT  
BETWEEN  
THE HOUSE OF COMMONS  
AND  
THE SCANNERS BARGAINING UNIT

RE: TRANSITION TO NEW PAY STRUCTURE

1.0 Pay Administration

1.1 Rates of Pay

Rates of pay applicable to jobs evaluated under the new Job Evaluation Plan (the Plan) are found in Appendix "A-I" of the collective agreement.

1.2 Rates of Pay on Conversion to a Level with an Equal or Higher Maximum Rate of Pay

On conversion to a level under the Plan having an equal or higher maximum rate of pay, the employee shall be paid at the rate of pay nearest to but not less than the rate previously received.

1.3 Rate of Pay on Reclassification to a Level with a Lower Maximum Rate of Pay

On conversion to a level under the Plan having a lower maximum rate of pay, the employee shall be deemed to have retained for all purposes his/her former group and level. With respect to the pay of the incumbent, this may be cited as "Salary Protection Status" and shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level.

Employees under the "Salary Protection Status" shall receive the same economic increases as those granted to employees under the Plan.

**1.4 Pay Increment Administration**

On conversion, the employee retains the pre-conversion increment date applicable unless:

- the employee receives an increase on conversion equal to or greater than that which would have been received on promotion: or
- the employee was paid at the maximum of the former group and level and is not paid at the maximum in the new group and level.
- In these instances, a 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.

**2.0 Conversion Review Procedure**

The parties recognize that implementation of a new Job Evaluation Plan is likely to 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 procedure shall apply to all classification review requests arising from the implementation of the Plan and replaces the current grievance procedure under the collective agreement. Employees involved in the conversion review procedure have the right to be represented by their Union.

**2.1 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 or the manager disagree with the results of the evaluation of the employee's job.

**2.1.1 Intent**

To provide House employees with the opportunity to obtain clarification regarding evaluation results:

and

## COLLECTIVE AGREEMENT

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to ensure that the transition between the existing and the new Hay Job Evaluation Plan is conducted in a transparent, efficient and expedient manner.

- 2.1.2 An employee who has concerns about the evaluation results of his/her substantive position shall bring them to the attention of the Employer by submitting a written request outlining his/her concerns directly to the attention of the Classification Renewal Program Office. A copy shall also be forwarded to the employee's immediate supervisor. This request shall be made no later than fifteen (15) working days after the date of signature of the collective agreement.
- 2.1.3 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.
- 2.1.4 The Classification Renewal Program Office shall review the concerns and respond in writing within thirty (30) working days.
- 2.1.5 Time limits may be extended by mutual agreement; such agreement shall be in writing.
- 2.2 Second Level — Classification Review Committee
  - 2.2.1 An employee who believes that his/her position has been improperly classified and is unsatisfied with the response provided by the Classification Renewal Program Office under clause 2.1 above, may submit a request for review to the Classification Review Committee. Such request shall be submitted no later than fifteen (15) working days from the date the employee receives the Official Employee Notification (EON) of conversion.
  - 2.2.2 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 review. Time limits may be extended by mutual agreement; such agreement shall be in writing.
  - 2.2.3 The Classification Review Committee shall endeavour to reach consensus on all evaluations. Failing consensus, the Third Party shall decide.
  - 2.2.4 The decision of the Classification Review Committee is final and binding.

- 3.0 Classification Review Committee — Administration and Composition
- 3.1 A Classification Review Committee shall be established by February 1, 2004. The Classification Review Committee shall be composed of *two* (2) representatives appointed by the House of Commons, *two* (2) Union representatives 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 representatives on the committee.
- 3.2 The Classification Review Committee shall determine its own rules of procedure, except for section 2.2.3 above.
- 3.3 The Classification Review Committee shall be responsible for determining the proper classification and level of the position, in accordance with the Job Evaluation Plan Manual.
- 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.
- 3.4 The Classification Review Committee shall meet as frequently as is necessary in order to fulfill its mandate.
- 3.5 Meetings of the Classification Review Committee shall commence no later than February 15, 2004. The Classification Review Committee shall meet at the House of Commons, or such other premises provided by the House of Commons. The House of Commons shall be responsible for the expenses of the Classification Review Committee, including the salaries and benefits of all members of the Committee who are not full-time Union representatives, in accordance with the collective agreement and the House of Commons' expense guidelines. If the Union representatives require leave, it shall be provided pursuant to the collective agreement.
- 3.6 The House of Commons shall be responsible for the fees and expenses of the Third Party.
- 3.7 The House of Commons agrees that employees shall be granted the necessary time during business hours to participate in the Conversion Review Procedure.
- 3.8 The Committee shall have no jurisdiction to review, amend, or otherwise modify the job factors, degrees and benchmarks identified in the Conversion Review Procedure.



COLLECTIVE AGREEMENT

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**FOR THE HOUSE OF  
COMMONS**



Neal Parker

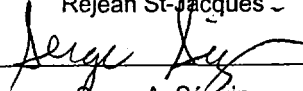
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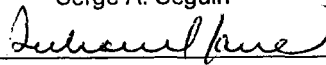
**FOR THE PUBLIC SERVICE  
ALLIANCE OF CANADA  
(PSAC)**



Réjean St-Jacques



Serge A. Séguin



Bertrand Lavoie

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**APPENDIX D**  
**LETTER OF INTENT**  
**IN RESPECT OF A DEFERRED SALARY LEAVE PLAN**  
**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE HOUSE OF COMMONS**  
**AND**  
**THE SCANNERS BARGAINING UNIT**

During negotiations, the PSAC raised the subject of education leave for the Scanner Group.

The Security Services recognizes the importance of education leave without pay for the members of the bargaining unit, and as such, will commit to the following. Applications for leave without pay for education purposes will be considered if:

1. Operational requirements permit;
2. Studies will enable employees to fill their present role more adequately;
3. To undertake studies in some field in order to provide service to Security Services; and
4. Financial assistance is available to employees wishing to participate in a study program outside of regular working hours, subject to the prior approval of the responsible manager. An employee's tuition or registration fees shall be reimbursed according to the following criteria:
  - (i) at one hundred percent (100%) when a training or development program or activity is directly related to the employee's work or responsibilities;
  - (ii) at fifty percent (50%) to one hundred percent (100%), at the discretion of the Employer, when a training or development program or activity is related to the evolving environment of the employee's work in order to provide a service