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THE SENATE OF CANADA

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AGREEMENT

BETWEEN

THE SENATE OF CANADA

AND

THE SENATE PROTECTIVE SERVICE
EMPLOYEES ASSOCIATION

DEC 11 1990

Code: 98200

Expiry date: December 31, 1991

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ARTICLE 1

PURPOSE OF AGREEMENT

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

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

ARTICLE 2

INTERPRETATION AND DEFINITIONS

**2.01 - For the purpose of this Agreement:

- (a) "Association" means the "Senate Protective Service Employees Association"
- (b) "bargaining unit" means the employees of the Employer in the Group described in Article 6;
- (c) "continuous employment" has the same meaning as in the existing policies of the Employer on the date of the signing of this Agreement;

- (d) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
- (e) "employee" means a person who is a member of the bargaining unit;
- (f) "Employer" means The Senate of Canada as defined in the Parliamentary Employment and Staff Relations Act.
- (g) "holiday" means the twenty-four (24) hour period commencing at 00h01 hour of a day designated as a designated paid holiday in this Agreement;
- ** (h) "hourly rate of pay" means a full-time employee's annual rate of pay divided by 1820 hours.
- (i) "lay-off" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function;
- (j) "leave" means authorized absence from duty by an employee during his regular or normal hours of work;
- (k) "membership dues" means the dues established pursuant to the constitution of the Association as the dues payable by its members as a consequence of their membership in the Association, and shall not include any initiation fee, insurance premium, or special levy;
- (l) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176.
- (m) "non-operating employee" means an employee who performs administration duties on a regular basis;
- ** (n) a "common-law spouse" relationship is said to exist when, for a continuous period of at

Least one year, an employee has lived with a person of the opposite sex, publicly represented that person to be his/her spouse, and lives and intends to continue to live with that person as if that person were his/her spouse;

- ** (o)** "seniority" means the length of an employee's continuous employment at the same rank, within the bargaining unit, calculated as the time from the date that he first worked at that position.
- ** (p)** Way of rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on Leave or absent from duty without permission.
- ** (q)** "spouse" means common-law as well as legally recognized spouse.

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 Association, the employees and the Employer.

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

3.03 - In this Agreement, words importing the masculine gender include the feminine gender.

****3.04 - All letters of understanding appended to this agreement form part of this agreement.**

ARTICLE 4

PRECEDENCE OF LEGISLATION AND THE COLLECTIVE AGREEMENT

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

ARTICLE 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 Senate of Canada.

ARTICLE 6

RECOGNITION

6.01 - The Employer recognizes the Association as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the twenty-fourth (24th) day of March 1987 covering employees of the Employer in the Protective Service sub-group in the Operational Group.

ARTICLE 7

APPOINTMENT OF REPRESENTATIVES

****7.01** - The Employer acknowledges the right of the Association to appoint stewards from amongst the members of the bargaining unit for which the Association is the certified bargaining agent.

****7.02** - The Association shall determine the area of jurisdiction of each steward, having regard to the plan of organization and the distribution of its members.

****7.03** - The Association shall inform the Employer promptly and in writing of the steward's names, their jurisdiction and of any subsequent changes.

****7.04** - Operational requirements permitting, the Employer shall grant time-off with pay to an employee to enable him to carry out his functions as a steward on the Employer's premises. When the discharge of these functions requires an employee who is a steward to leave his normal place of work, the employee shall report his return to his supervisor whenever practicable.

****7.05** - A **duly authorized** representative of the Association will 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**.

****7.06** - The Association **shall** provide the Employer with a List of such Association representatives and shall advise **promptly** of any **changes** to the list.

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 Association **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 Employer to the extent that he declares in an affidavit that he is a **member** of a religious organization registered

pursuant to the Income tax Act, whose doctrine prevents him as a matter of conscience from making financial contributions to an employee organization and that he will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved.

8.05 - No employee organization, as defined in Section 2 of the Parliamentary Employment and Staff Relations Act, other than the Association 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 Treasurer of the Association by cheque within a reasonable period of time after deduction are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

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

8.08 - The Association 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
INFORMATION

9.01 - The Employer agrees to supply the Association each quarter with the name and classification of each new employee.

ARTICLE 10
INFORMATION FOR EMPLOYEES

10.01 - The Employer agrees to supply each employee with a copy of the Collective Agreement and will endeavour to do so within one (1) month after receipt from the printer.

ARTICLE 11
PROVISION OF BULLETIN BOARD SPACE
AND OTHER FACILITIES

**11.01 - Reasonable space on bulletin boards in convenient locations will be made available to the Association for the posting of official Association notices. The Association shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Association, including the names of Association representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

**11.02 - The Employer will also continue its present practice of making available to the Association specific Locations on its premises for the

placement of reasonable quantities of literature of the Association.

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

(a) permission is obtained from the Employer prior to entering the premises;

(b) there is no additional cost incurred by the Senate. Exceptions may be made where in the opinion of the Employer adherence to this provision would make it virtually impossible for the bargaining agent to communicate with members of the Association that it represents;

(c) the purpose for which the Association seeks to use the premises are not considered by the Employer to be adverse to the Employer's interest;

****d)** meetings will not be held during the working hours of the employee unless, in the opinion of management, the circumstances are appropriate.

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

ARTICLE 12

**LEAVE WITH OR WITHOUT PAY FOR ASSOCIATION
BUSINESS OR FOR OTHER ACTIVITIES UNDER THE
PARLIAMENTARY EMPLOYMENT AND STAFF RELATIONS ACT**

**Complaint 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 his own behalf, before the Public Service Staff Relations Board,

and

(b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Association making e 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:

(a) to an employee who represents the Association 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 to an employee called as a witness by the Public Service Staff Relations Board.

Arbitration Board

****12.04** - When operational requirements permit, the Employer will grant leave with pay to a reasonable

number of employees representing the Association before an Arbitration Board.

12.05 - The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board.

Adjudication

**12.06 - When operational requirements permit, the Employer will grant leave with pay to an employee who is:

- (a) a party to the adjudication,
- (b) the representative of an employee who is a party to an adjudication.

Meetings During the Grievance Process

12.07 - When operational requirements permit, the Employer will grant to an employee time-off with pay when the Employer originates a meeting with the employee who has presented a grievance or when the employee who has presented a grievance seeks to meet with the Employer.

12.08 - When an employee wishes to represent, at a meeting with the Employer, an employee who has presented a grievance, the Employer will arrange the meeting having regard to operational requirements, and will grant time-off with pay to the representative.

12.09 - Where an employee has asked or is obliged to be represented by the Association in relation to the presentation of a grievance and an employee acting on behalf of the Association 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 -** Provided the Association gives the Employer sufficient advance notice, the Employer will grant leave with pay to a maximum of three (3) employees for the purpose of attending contract negotiation meetings on behalf of the Association. The Association agrees to reimburse the Employer an amount equivalent to the daily rate of pay of each employee who is granted leave under this clause plus salary related benefits costs in the amount of fifteen and one-half percent (15.5%) for each day the employee is granted Leave under this clause.

Preparatory Contract Negotiation Meetings

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

Meetings Between the Association and Management Not Otherwise Specified in this Article

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

Representatives's Training Courses

****12.13 (a)** Where operational requirements permit, the Employer will grant leave without

pay to **employees** appointed as Stewards by the Association, to undertake **training sponsored by the Association** related to the **duties** of a Steward.

- (b) **Where operational** requirements permit, the Employer will grant leave with pay to **employees** appointed as **Stewards** by the Association, to attend training **sessions concerning Employer-employee relations** sponsored by the Employer.

ARTICLE 13

PRESENT CONDITIONS AND BENEFITS

13.01 - Upon **request** of either **party**, the parties to this Agreement shall consult meaningfully at the appropriate level about **contemplated** changes in conditions of employment or **working** conditions not governed by **this** Agreement.

ARTICLE 14

LEAVE - GENERAL

14.01 - An **employee** is entitled, **twice** in each **fiscal** year, to be informed upon request, of the balance of his vacation and sick Leave credits.

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

14.03 - 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.

****14.04** • When the Employer cancels or alters a period of vacation leave or furlough 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, when available, to the Employer.

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

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

or

(b) the absence of the employee will cause an interruption or a reduction of a service or activity which is necessary for the maintenance of security or ceremonial services.

ARTICLE 15

VACATION LEAVE WITH PAY

15.01 • The vacation year shall be from April 1st to March 31st of the following calendar year, inclusive.

Entitlement to Vacation Leave With Pay

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

credits equivalent to the anticipated credits for the vacation year.

Vacation L _____

- **15.03** (a) Employees are expected to take their vacation leave during the vacation year in which it is earned.
- (b) Employees are expected to submit their tentative vacation Leave schedule by April 15 of each year;
- (c) an employee who wishes to alter the vacation leave schedule submitted before April 15, may do so if he gives the Employer a minimum of fifteen (15) working days notice and if the change does not conflict with other leave approval ;
- (d) notwithstanding Article 30 the Employer will ensure that every effort is made to allow every employee the opportunity to have two (2) consecutive weeks of vacation leave during the period of June to September;
- (e) subject to a.b.c. and d. above, the Employer will make every reasonable effort to schedule an employee's vacation leave at a time acceptable to him.
- (f) the employer will respond as soon as possible after their submission to requests for vacation leave.

Employee entitlements

****15.04** - An employee is entitled to vacation leave if he has earned at least ten (10) days of pay in a calendar month.

Depending on the length of an employee's continuous service and the date he was taken on strength, he will receive the following entitlements:

(e) **Employees taken on strength prior to October 1, 1985:**

<u>Length of Service</u>	<u>Vacation leave</u>
Less than 15 years	1 2/3 days per month 4 weeks per fiscal year
15 years to 29 years	2 1/12 days per month 5 weeks per fiscal year
30 years or more	2 1/2 days per month 6 weeks per fiscal year

Employees taken on strength on or after October 1, 1985:

<u>Length of Service</u>	<u>Vacation Leave</u>
Less than 5 years	1 1/4 days per month 3 weeks per fiscal year
5 - 14 years	1 2/3 days per month 4 weeks per fiscal year
15 to 29 years	2 1/12 days per month 5 weeks per fiscal year
30 years or more	2 1/2 days per month 6 weeks per fiscal year

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

(a) is granted bereavement Leave,
or

(b) 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.

15.06 - In order to maintain operational requirements, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort to provide an employee's vacation leave in an amount and at such time as the employee may request.

****15.07 (a)** When an employee has been prevented by the employer, from taking all the vacation leave credited to him, the unused portion may be carried over in the next fiscal year (such carry-over will not exceed one year's entitlement)

(b) During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits may be paid-off at the employee's regular rate of pay as of March 31 of the fiscal year in which the vacation was earned.

****15.08** - The Employer will make every possible effort to permit an employee to use at an agreed time in the following vacation year, any unused vacation credits earned by him in the current vacation year, provided that the employee has filed by September 30th a request in writing which includes his reason(s) for such request. Approval of such requests will be limited to exceptional circumstances which would require a vacation period of longer consecutive duration than that to which

the employee would be entitled in the following vacation year, and which can be accommodated having regard to the projected vacation entitlements of others for the time requested. However, if the circumstances warrant, consideration will be given to requests which, while not entailing a longer consecutive duration, do entail a longer period of vacation than the employee would otherwise have available in that year.

15.09 - When an employee dies or otherwise ceases to be employed, he or his estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation and furlough leave with pay to his credit by the hourly rate of pay as calculated from the rate specified in his certificate of appointment.

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

15.11 - An employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in clause 15.09, if he requests it within six (6) months following the date upon which his employment is terminated.

****15.12** - The Employer agrees to issue advance payments of estimated net salary for vacation period 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 his Last working day before the employee's vacation period commences.

****15.13** - Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to the employee's Last working day before the employee proceeds on leave. Any over payment in respect of such pay advances shall be an immediate charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

Recall from Vacation Leave

****15.14** - The Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave.

****15.15** - Where during any period of vacation leave, an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he incurs:

(a) in proceeding to his place of duty,

and

(b) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled.

after submitting such accounts as are normally required by the Employer.

****15.16** - The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under clause 15.15 to be reimbursed for reasonable expenses incurred by him.

Cancellation of Vacation Leave

****15.17** - When the Employer cancels or alters a period of vacation or furlough 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 mitigate any losses incurred and will provide proof of such action, when available, to the Employer.

ARTICLE 16

DESIGNATED PAID HOLIDAYS

16.01 - Subject to clause 16.02, the following days shall be designated paid holidays:

- (a)** New-Year's Day,
- (b)** Good Friday,
- (c)** the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (d)** the day recognized by the Province of Quebec for celebration of St. John the Baptist Day,
- (e)** Canada Day,
- (f)** labour Day,
- (g)** Thanksgiving Day,
- (h)** Remembrance Day,
- (i)** Christmas Day,
- (j)** Easter Monday,
- (k)** First Monday of August,
- (l)** Boxing Day,
- (m)** one additional day when proclaimed by an Act of Parliament as a national holiday.

16.02 - An employee absent without pay on both his full working day immediately preceding and his full

working day immediately following a designated paid holiday is not entitled to pay for the holiday.

16.03 - When a day designated as a holiday under clause 16.01 coincides with an employee's day of rest, the holiday shall be moved to the first day the employee is scheduled to work following his day of rest.

Work on a Designated Holiday

****16.04** - When an employee works on a holiday, he or she 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 he or she not worked on the holiday,

or

(b) 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

(if) pay at one and one-half (1 1/2) 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 him or her on the holiday in excess of the regular daily scheduled hours of work.

(c) (i) Subject to operational requirements and adequate advance notice, the employer

shall grant lieu days at such times as the employee may request.

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

(iii) The straight-time rate of pay referred to in 16.04(c)(ii) shall be the rate in effect when the lieu day was earned.

Designated Paid Holiday coinciding with a Day of Paid Leave

****16.05** • Where a day that is a designated paid holiday for an employee coincides with a date of leave with pay or is moved as a result of the application of clause 16.03, the designated paid holiday shall not count as a day of leave.

****16.06** • Notwithstanding clauses 16.05 and 18.02, an employee who is scheduled to work on a designated paid holiday but is unable to report to work because of illness, will be deemed to have used the said Designated Paid Holiday.

ARTICLE 17

OTHER LEAVE WITH OR WITHOUT PAY

17.01 • Employees will be granted five (5) days of Leave with pay for the purpose of getting married. Such leave shall be requested as far in advance as possible.

Bereavement Leave With Pay

****17.02** - For the purpose of this clause immediate family comprises, spouse (including common-law spouse) children, children of immediate spouse, father, mother, brother, sister, step-mother, step-father, step-sister, step-brother, parents of immediate spouse's, and any relative Living with the employee.

- (a) If a member of an employee's immediate family dies, the employee is entitled to bereavement leave with pay for five (5) consecutive working days, to include the day of the funeral. Up to two (2) additional days for travel time may be granted, if required.
- (b) An employee is entitled to one (1) day's bereavement leave with pay for purpose related to the death of his or his immediate spouse's, grand-parent, grand-child, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) If, during a period of compensatory leave, an employee is bereaved in circumstances under which he would have been eligible for bereavement leave with pay under paragraph (a) or (b) of this clause, he shall be granted bereavement leave with pay and his compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clause 17.02 (a) and (b).

Court Leave With Pay

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

- (a) to be available for jury selection;
- (b) to serve on a jury;

or

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

Professional Leave

17.04 - An employee shall be granted leave with pay to participate in the personnel selection process for positions in the Senate or in other professional activities.

****17.05 - Maternity Leave without pay**

- (A) (f) 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 twenty-six (26) weeks after the termination date of pregnancy, subject to the Paternity Leave Without Pay clause 17.09.
- (a) Nevertheless, where the employee's newborn child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period defined in subsection (f) above, the period of maternity leave without pay therein defined may be extended beyond the date falling twenty-six (26) weeks after the date of childbirth by a period equal to the period during which the child is hospitalized.
- (b) In any case described in subsection (f)(a) above where the employee has proceeded on maternity leave without pay and then returns to work during all or part of the period during which her newborn child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization is over and remain on maternity leave without pay to the extent provided for in subsection (f)(a).
- (c) the extension described in subsection (f)(a) or (b) shall end

no later than fifty-two weeks (52) after the termination date of pregnancy.

- (ii) At his discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
 - (iii) 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 the Sick Leave with Pay Article. For purposes of this clause, illness or injury as defined in the 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.
- (C) (i) After completion of six (6) months' continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive

unemployment insurance benefits pursuant to Section 30, Unemployment Insurance Act, 1971, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.

- (ii) An applicant under clause 17.05(C)(i) shall sign an agreement with the Employer, providing:
 - (a) that she will return to work and work for a period of at least six (6) months, less any period in respect of which she is granted leave with pay;
 - (b) that she will return to work on the date of expiry of her pregnancy leave, unless this date is modified with the Employer's consent.
 - (iii) Should the employee fail to return to work as per the provisions of clause 17.05(C)(i)(a) and (b) for reasons other than death or lay-off, the employee recognizes that she is indebted to the Employer for the full amount received as maternity leave allowance.
- (D) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving unemployment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two-week waiting period less any other monies earned during this period; and/or

- (ff) up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the UI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in UI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
- (fff) Ca) for a full-time employee the weekly rate of pay referred to in clause 17.05(D)(i) and (ii) shall be the weekly rate of pay, to which she is entitled for the classification prescribed in her Certificate of appointment of her substantive position, on the day immediately preceding the commencement of the maternity leave;
- (b) for a part-time employee the weekly rate of pay referred to in clause 17.05(b)(i) and (ii) shall be the full-time weekly rate of pay for the classification prescribed in her certificate of appointment of her substantive position multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6) month period of continuous employment by the regularly scheduled full-time, hours of work for the employee's classification on the day immediately preceding the commencement of the maternity leave.

(iv) where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under clause 17.05(D)(i) or (ii) shall be adjusted accordingly.

(E) 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.

Injury-on-duty Leave With Pay

17.06 - An employee shall be granted injury-on-duty leave with pay for a period not exceeding 6 months, when a claim has been made to and approved by the Provincial Worker's Compensation Board and such Board certifies that the employee is unable to work because of:

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

or

(b) suffers illness due to the nature of his employment.

Any sick leave credits utilized or advanced pending approval of a claim, shall be reimbursed on proof of approval by the Worker's Compensation Board.

Education Leave

17.07 - Education Leave may be granted, with or without pay to an employee who attends a training or development program in a discipline considered relevant to the organizational priorities of the senate.

Election Leave

17.08 - Employees who are qualified electors shall be granted leave with pay for the purpose of casting their votes in federal, provincial and municipal elections and referenda. The standards are:

(a) Federal elections and referenda

The time needed to allow four (4) consecutive hours during the period the polls are open;

(b) Quebec elections and referenda, both provincial and municipal

The time needed to allow four (4) consecutive hours during the period the polls are open;

(c) Ontario elections and referenda, both provincial and municipal

The time needed to allow three (3) consecutive hours during the period the polls are open.

****17.09 - Paternity Leave Without Pay**

(a) A male employee who intends to request paternity leave shall notify the Employer at least fifteen (15) weeks in advance of the expected date of the birth of his child.

(b) A male employee may request paternity leave without pay at least four (4) weeks prior to the expected date of the birth of his child and, subject to sections (c) and (d) of this clause, shall be granted paternity leave without pay for a period beginning on the date of the birth of his child Or at a later date requested by the employee) and ending not later than twenty-six (26) weeks after the date of the birth of his child.

- (c) The Employer may:
 - (i) defer the commencement of paternity leave without pay at the request of an employee;
 - (ii) require an employee to submit a birth certificate of the child.
- (d) Paternity leave without pay and maternity leave without pay after the termination of pregnancy utilized by an employee-couple in conjunction with the birth of their child shall not exceed a total of twenty-six (26) weeks for both employees combined.
- (e) Leave granted under 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.

****17.10 - Adoption Leave Without Pay**

- (a) An employee who intends to request adoption leave shall notify the employer as soon as the application for adoption has been approved by the adoption agency.
- (b) An employee may request adoption leave without pay at least four (4) weeks prior the acceptance of custody of a child below the age of majority and, subject to section (c) of this clause, shall be granted adoption leave without pay for a period beginning on the date of such acceptance of custody or at a later date requested by the employee and ending not later than twenty-six (26) weeks after the date of such acceptance of custody.
- (c) The Employer may:

- (f) defer the commencement of adoption leave without pay at the request of an employee;
 - (ii) grant the employee adoption leave with less than four (4) weeks' notice prior to the acceptance of custody;
 - (iii) require an employee to submit proof of adoption.
- (d) Adoption leave without pay utilized by an employee-couple in conjunction with the adoption of a child shall not exceed a total of twenty-six (26) weeks for both employees combined.
- (e) Leave granted under 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.

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

****17.11** - 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:

- i) 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;
- ii) leave granted under this clause shall be for a minimum period of six (6) weeks;

- iii) the total leave granted under this clause shall not **exceed** five (5) years during an **employee's** total period of employment in the Senate;
- iv) leave **granted** under this **clause** for a period of **more** than three (3) months shall be deducted **from** the calculation of "**continuous employment**" for the purpose of calculating severance pay and **from** the calculation of "**service**" for the **purposes** of calculating vacation leave;
- v) **time spent** on such leave shall not be counted for pay increment purposes.

Leave Without Pay for Personal Needs

****17.12** - Leave without pay will be granted for personal needs in the following manner:

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

employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall not be counted for pay increment purposes.

- e) Leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such Leave shall not be counted for pay increment purposes.

****17.13 - 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), dependent children (including children of legal or common-law spouse), parents (including stepparents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:
 - (i) up to one-half (½) day for a medical or dental appointment when the dependent family member is incapable of attending the appointment by himself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;

- (if) up to two (2) consecutive days of leave with pay to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with 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-clause (b)(i), (if) and (iii) shall not exceed five (5) days in a fiscal year.

Leave With or Without Pay for Other Reasons

****17.14** - At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his reporting for duty. Such leave shall not be unreasonably withheld;
- (b) leave with or without pay for purposes other than those specified in this Agreement.

General

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

ARTICLE 18

SICK LEAVE

Credits

18.01 - An employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days per month (15 days per fiscal year) in which the employee has earned at least ten (10) days of pay.

Granting of Sick Leave

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

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

and

(b) he has the necessary sick leave credits.

****18.03** - Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 18.02(a), if the period of leave with pay requested does not exceed five (5) days, but no employee shall be granted more than ten (10) days' sick leave with pay in a fiscal year solely on the basis of statements signed by him.

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

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

or

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

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

****18.05 -** 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.

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

****18.07 -** A new employee who previously worked for another employer listed in clause 19.02(a)(2) shall be credited with the balance of his sick leave credits with the previous employer provided the employee can show evidence of such credits.

****18.08 -** An employee may be granted sick leave without pay when no credits are available. Such leave shall not exceed 1 year maximum.

In special circumstances, an employee may be advanced up to fifteen (15) days sick leave, but only if the employee is:

- (a) not already receiving an advancement of credits; and
- (b) is expected to continue employment to earn the advanced credits.

ARTICLE 19
SEVERANCE PAY

19.01 - An employee is entitled to severance pay when he ceases to be employed by the Senate for any of the following reasons, provided certain requirements are met:

- (a) resignation
- (b) retirement
- (c) death
- (d) release for incompetence or incapacity
- (e) rejection on probation
- (f) lay-off

An employee who is dismissed, discharged or who abandons his position is not entitled to severance pay.

19.02 - Pursuant to clause 19.01 the entitlement to severance pay is subject to the following conditions:

- (a) Persons employed prior to December 15, 1985
 - (1) Persons who have two (2) years or more of continuous employment with the Senate are entitled upon termination to be paid severance pay at the rate of one (1) week's pay for each completed year of

continuous employment up to a maximum of 28 years. The total amount of severance pay shall not exceed 28 weeks' salary.

- (2) Employees with Less than two (2) years of continuous employment with the Senate who, on appointment, had their severance pay entitlements transferred from the Public Service, House of Commons or Library of Parliament to the Senate will be entitled to severance pay upon termination as provided in the applicable terms and conditions set by their previous employer.
- (3) If an employee dies, severance pay shall be paid to the employee's estate at the rate of one (1) week's pay for each completed year of continuous employment up to a maximum of 28 years.
- (4) 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. Under no circumstances shall the maximum severance pay provided be pyramidal.

(b) **Persons employed on or after December 15, 1985**

- (1) Severance pay entitlements and methods of calculation of benefits for persons employed on or after December 15, 1985 vary depending on the reason for separation and the number of completed years of continuous employment, and are defined as follows:

- (2) **Resignation:**

An employee who has ten (10) or more years of continuous employment is

entitled to severance pay on resignation equal to the amount obtained by multiplying half the employee's weekly rate of pay on resignation by the number of completed years of continuous employment to a maximum of 26 years, less any period in respect of which the employee was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave. The total amount of severance pay shall not exceed 13 weeks' pay.

(3) Retirement:

An employee who, on termination,

- (i) is entitled to an immediate annuity or an annual allowance under the Public Service Superannuation Act,
- (ii) has been continuously employed for more than one (1) year and who terminates his employment for reason of age upon attaining the age of 65 years or more and who, by reason of insufficient pensionable service, is not entitled to an immediate annuity, or
- (iii) is a part-time employee who would be entitled to an immediate annuity or an annual allowance if he were a contributor under the Public Service Superannuation Act,

shall be paid severance pay equal to the product obtained by multiplying the employee's weekly rate of pay on termination of employment by the number of completed years of continuous employment to a maximum of 28 years, less any period in respect of which he

was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave. The total amount of severance pay shall not exceed 28 weeks' pay.

(4) Death:

Regardless of any other payment to the estate, if an employee dies, there shall be paid to his estate an amount equal to the product obtained by multiplying his weekly rate of pay at the time of death by the number of completed years of continuous employment to a maximum of 28 years, less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave. The total amount of severance pay shall not exceed 28 weeks' pay.

(5) Rejection on probation

An employee who has one (1) or more years of continuous employment and who ceases to be employed for reason of rejection during the probationary period shall be paid severance pay equal to the amount obtained by multiplying his weekly rate of pay on separation by the number of completed years of continuous employment to a maximum of 27 years, less any period in respect of which the employee was granted severance pay, retiring leave or a cash gratuity in lieu thereof. The total amount of severance pay shall not exceed 27 weeks' pay.

(6) Release for incompetence or incapacity

An employee who is released on grounds of incompetence or incapacity shall be paid severance pay equal to the amount obtained by multiplying his weekly rate of pay on separation by the number of completed years of continuous employment to a maximum of 28 years, less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu or retiring leave. The total amount of severance pay shall not exceed 28 weeks' pay.

ARTICLE 20

HOURS OF WORK

****20.01** - Subject to 20.02, the standard work week shall be thirty-five (35) hours in duration and the standard work day shall be seven (7) hours including break periods but excluding a one hour lunch period.

****20.02** - Notwithstanding clause 20.01, the standard work week for employees working irregular hours (shift work) shall be an average of thirty (35) hours and a standard day for these employees shall be an average of seven (7) hours including break periods but excluding a one hour lunch period.

****20.03** - The standard hours of work for non-operating employees shall be from 09:00 hours to 17:00 hours including break periods but excluding a one hour lunch period.

****20.04** - The standard hours of work including break periods but excluding a one hour lunch period, for employees in the traffic section shall be

from 08:30 hours to 16:30 hours from Monday to Friday

from 09:00 hours to 17:00 hours when the Senate is not sitting

or

from 10:00 hours to 18:00 hours when the Senate is sitting

****20.05** - The work pattern in effect as appended at Annex G of this agreement shall not be modified during the life of this collective agreement except by agreement of both parties.

****20.06 (a)** The Employer may amend the shift cycle applicable to an employee. A notice in writing must be received by the employee at least fifteen (15) calendar days prior to the change in shift cycle of the employee.

(b) Where such notice is not received in writing fifteen (15) calendar days prior to the change in shift cycle of the employee, the employee shall be compensated at the rate of one and a half (1½) his straight-time hourly rate of pay for the first shift of the new shift cycle.

****20.07** - The employee may request an amendment to his position in the applicable shift cycle where the requirement for amendment will be consistent for thirty (30) consecutive calendar days or more, and notice of the request is provided to the employer at least thirty (30) calendar days prior to the change. No overtime compensation shall be payable for such a change in shift cycle, except that overtime compensation at the applicable rate shall be payable for all hours worked in excess of

those normally expected to be worked as a result of the change.

****20.08** - It is recognized that the mal period may be staggered for employees on continuous operations.

****20.09** - Provided sufficient advance notice is given, and does not result in additional cost to the Employer, the Employer may at its discretion authorize employees to exchange shifts.

****20.10** - Notwithstanding the provisions of 20.06, during periods of recess, prorogation or dissolution of Parliament, employees whose services are not required for the sitting shift may be re-assigned to other shifts or training courses as long as such assignments do not result in additional cost to the employer.

No Pyramiding of Payments

****20.11** - Payments provided under the Overtime provisions of this Agreement, the Designated Paid Holidays and Call-Back Pay, Standby Pay provisions shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

ARTICLE 21

OVERTIME

****21.01** (a) For the purpose of this Article, "overtime" is defined as authorized work performed in excess or outside of the standard work day or work week.

- (b) 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.
- (c) Notwithstanding the provisions of 21.01 (b), and with the exception of the Sitting Shift, the employer will make every reasonable effort to satisfy its overtime requirements by recourse to the Standby roster described in Article 41.

21.02 • When an employee is required by the employer to work overtime as defined in clause 21.01, he shall be compensated as follows:

- (a) on his normal work day, at the rate of time and one-half (1½) for each hour of overtime worked;
- (b) on his first day of rest, at time and one-half (1½) for each hour of overtime worked
- (c) on his second or subsequent days of rest at double time (2) for each hour of overtime worked provided the employee also worked on the first or previous day of rest. Second and subsequent days of rest mean the second or subsequent days in an unbroken series of consecutive and contiguous calendar days of rest.

21.03 • All calculations for overtime shall be based on each completed fifteen (15) minutes.

21.04 • When an employee is called in to work without prior notice at any time outside his normal hours of work, for work not contiguous to his normal hours of work, the employee shall be entitled to the greater of:

(a) **compensation** at the applicable overtime rate for each hour worked,

or

(b) **a minimum of three (3) hours' pay** at the applicable overtime rate.

****21.05 - Compensation** under this Article shall be paid in cash or in equivalent leave, under to the following conditions:

(a) **an employee who wishes** to be paid in cash must signify his option to the Employer within fifteen days (15) following the signing of this **collective agreement**. the **option** selected will **remain** in effect until the **end** of the fiscal year.

(b) **If the employee wishes to renew** or change his option, he shall signify his intentions to the Employer prior to April 1 and October 1 of each **fiscal year**.

(c) **Employees will be** held to the option selected under 21.05 (a) or (b) except in the case of exceptional **circumstances**.

(d) **Cash payments referred to in 21.05 (a) or (b)** shall be **made** at the **end** of the month following the **month** during which **overtime** was earned.

****21.06 - When an overtime condition exists** where consecutive days of overtime are involved, the **employee who worked on the first day** shall be offered the choice of continued overtime **work** until the condition is **resolved** or the employee decides to **decline** the offer.

****21.07 - The Employer shall grant compensatory leave** at times convenient to both the **employee** and the **Employer**.

****21.08** - Compensatory leave with pay not used at the end of the fiscal year shall be paid in cash. In special circumstances, the Employer may authorize the carry-over of a portion of leave credits to the next fiscal year. Such credits shall not be carried over for more than one year. If at the end of the carry-over year, the employee has still not used his compensatory leave credits, they will be paid in cash at the rate of pay in existence at the time the carry-over was requested and authorized.

ARTICLE 22

MEAL ALLOWANCE

- **22.01 (a)** An employee who works two (2) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed for one meal in the amount of six dollars (\$6.00), except where free meals are provided. Reasonable time with pay to be determined by the Employer shall be allowed the employee in order to take a meal either at or adjacent to his place of work.
- (b)** When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, he shall be reimbursed for one additional meal in the amount of six dollars (\$6.00) except where free meals are provided. Reasonable time with pay to be determined by the Employer, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.

- (c) Clause 22.01 (a) and (b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

ARTICLE 23

PAY

23.01 • Except as provided in this Article, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

23.02 • An employee is entitled to be paid for services rendered at the pay specified in Appendix "A" for the classification of the position to which he is appointed.

23.03 • Where a salary increment and a salary revision are affected on the same date, the salary increment shall be applied first and the resulting rate shall be revised in accordance with the salary revision.

Acting Pay

**23.04 (a) When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for a period of at least ten (10) consecutive shifts, he shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts.

- ** (b)** Designated paid holidays and authorized leave of absence with pay do not break the qualifying period.

ARTICLE 24

SHIFT PREMIUM

****24.01** - An employee will receive a shift premium of one dollar (\$1) per hour for all hours worked between 19:30 hours and 07:30 hours.

24.02 - The shift premium shall be paid in cash at the end of each quarter of the calendar year.

WEEKEND PREMIUM

****24.03 (a)** Employees shall receive an additional premium of seventy-five cents (75 ¢) per hour for work on a Saturday and/or Sunday for hours worked as stipulated in (b) below;

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

ARTICLE 25

SURVEILLANCE

****25.01** - The electronic security surveillance system 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.

ARTICLE 26
GRIEVANCE PROCEDURE

26.01 - The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance.

****26.02** - An employee who feels that he has been treated unjustly or considers himself aggrieved by any actions or lack of action by the Employer, is entitled to present a grievance in the manner prescribed below except where there is another administrative procedure provided by or under any Act of Parliament to deal with his specific complaint.

26.03 - A grievance shall be processed by recourse to the following levels:

- (a) **Level 1** - first level of management
- (b) **Level 2** - intermediate level
- (c) **Final Level** - the Clerk of the Senate

26.04 - The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the persons so designated together with the name and address of the specified Officer to whom a grievance is to be presented.

This information shall be communicated to employees by means of notices posted in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies.

26.05 • An **employee** who wishes to present a grievance at a **prescribed** level in the grievance **procedure**, shall **transmit** his grievance to his **Specified** Officer who shall forthwith:

- (a) forward the grievance to the representative of **the** Senate 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 him.

26.06 • A grievance shall be **deemed** to have been presented **on** the day on which it is postmarked and it shall **be deemed** to have **been** received by the **Employer** on the date it is delivered. Similarly, the Employer shall **be deemed** to have **delivered** a reply at any level on the date **on** which the letter **containing** the reply is postmarked, but the time limit within which the **grievor** may present his grievance at the next higher level shall be calculated **from** the date **on** which the **Employer's** reply was delivered to the address **shown** on the grievance **form**.

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

26.08 • An employee **may** present a grievance to the first level of the procedure, not later than the **employee's** twenty-fifth (25th) working day after the date on which **he** is notified orally or in writing, or **on** which he first **becomes** aware of the action or circumstances **giving** rise to the grievance.

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

****26.10** • If the Employer does not reply within fifteen (15) days from the date that a grievance is presented at any level, except the final level, the employee may no later than his tenth (10) working day submit the grievance at the next higher level of the grievance procedure.

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

26.12 • 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.

26.13 • The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Association.

26.14 • 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** appropriate, the Association.

26.15 - Where the grievance relates to **termination of employment, demotion, appointment or classification** the grievance may be **presented** at the **final** level only.

****26.16 (a)** An **employee** may abandon a grievance by written notice to his **Specified Officer**.

(b) In the case of grievances involving **any provisions of** this Collective Agreement, the **employer shall** provide a copy of the written notice specified in **26.16 (a)** to the Bargaining Agent, within a **reasonable period of time** after it has been received by the **Specified Officer**.

(c) In the case of all other grievances, the **employer shall** provide a copy of the written notice specified in **26.16 (a)** to the **grievor's representative**, within a **reasonable period of time** after it has been received by the **Specified Officer**.

26.17 - 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, unless he was unable to **comply** with the prescribed time limits due to **circumstances** beyond his control.

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

26.19 - Where an employee has presented a grievance up to and including the final level in the grievance procedure with respect to disciplinary action resulting in discharge, suspension or a financial penalty, the interpretation or application of a provision of a collective agreement or an arbitral award, termination of employment, demotion, appointment, classification and his grievance has not been dealt with to his satisfaction, he may refer the grievance to adjudication in accordance with the provisions of the parliamentary Employment and Staff Relations Act.

26.20 - Where the grievance of an employee alleges that the employee is aggrieved by reason of the interpretation or application in respect of the employee of a provision of a collective agreement or arbitral award, the grievance shall be deemed not to have been presented under this section unless:

- (a) the grievance contains a statement signed by an authorized representative of the Association signifying that the employee, on presenting the grievance, has the approval of and will be represented by the Association; and
- (b) the statement contains an address for service of the authorized representative.

26.21 - Where a grievance relates to the interpretation or application in respect of an employee of a provision of a collective agreement or arbitral award, a copy of the reply of the authorized representative of the Employer shall be served on the authorized representative of the Association at the address referred to in clause 26.20 within the time prescribed in clause 26.08.

26.22 - Where a grievance relates to an action or circumstance other than the interpretation or application in respect of an employee of a provision of a collective agreement or arbitral award and the employee who presents the grievance states therein that the employee wishes to be assisted by or represented in the presentation of the grievance by the Association, a copy of the reply of the authorized representative of the Employer shall be served on the authorized representative of the Association named by the employee at the address given in the statement.

26.23 - An employee may be assisted and/or represented by a representative of the Association when presenting a grievance at any level.

26.24 - 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.

ARTICLE 27

JOINT CONSULTATION

27.01 - The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions on matters of common interest.

****27.02** - Without prejudice to the position the Employer or the Association may wish to take in the future about the desirability of having the subjects dealt with by the provisions of collective agreements, the subject that may be determined as appropriate for Joint consultation will be by agreement of the parties. Without restricting the generality of the above, the following subjects,

for example, as they affect employees covered by this Agreement, shall be regarded as appropriate subjects of *consultation involving* the Employer and the Association during the term of this Agreement:

- (a) Pay administration;
- (b) Training;
- (c) Safety and Health
- (d) Uniforms and Protective Clothing and,
- (e) Perking

27.03 • With respect to the subjects Listed in clause 27.02, or other subjects raised by either party in consultation meetings, the Employer agrees that new policies will not be introduced, cancelled or amended by the Employer in such a way as to affect employees covered by this Agreement, until such time as the Association has been given a reasonable opportunity to consider and to consult on the Employer's proposals.

27.04 • Consultation meetings shall be held at mutually satisfactory time and shall normally take place on the Employer's premises during working hours.

****27.05** • Employees who represent the Association at consultation meetings (including Senate Health and Safety Committee meetings) shall be protected against any loss of normal pay by reason of attendance at such meetings with management.

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

ARTICLE 28
SUSPENSION AND DISCIPLINE

28.01 - When an employee is suspended from duty, the Employer undertakes to notify the employee in writing, with a copy to the Association, of the reason for such suspension. The Employer shall give such notification at the time of suspension.

28.02 • When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him, the employee is entitled to have, at his request, a representative of the Association attend the meeting. The Employer shall provide a minimum of one day's notice of such a meeting and shall advise the employee of the general subject matter and of his right to have an Association representative of his choice in attendance.

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, provided that no further disciplinary action has been recorded during this period.

****28.05** • Normally, disciplinary notices will be filed within thirty (30) days, or within a reasonable period of the Infraction.

****28.06** • Oral instructions, if of a permanent nature, which would amend, alter or otherwise change operational procedures, will be confirmed by written instructions, and will be distributed to all employees.

ARTICLE 29

CONTRACTING OUT

29.01 - The Employer will continue part practice in giving all reasonable consideration to continued employment in the Senate of employees who would otherwise become redundant because work is contracted out.

ARTICLE 30

SENIORITY

****30.01** - The seniority credited to an employee by the Employer at the time when this agreement is signed, shall be retained by the employee.

****30.02** - The seniority of an employee shall be the determining factor in the selection of vacation, overtime and designated holiday leave selection.

****30.03** - When two (2) or more employees start work on the same calendar date, the employee who scored highest on the selection process will be shown as such on the seniority list established pursuant to 30.01.

****30.04** - A seniority List consisting of name, date from which seniority shall accumulate, total accumulated seniority and classification of each

employee shall be maintained and revised semi-annually by the Employer and posted on bulletin boards.

****30.05** - Employees retain and accumulate seniority in the following cases:

- (a) while they are on continuous employment;
- (b) while they are on paid leave as provided in this collective agreement;
- (c) while they are away from work as the result of a work-related accident or illness;

****30.06** - Employees retain their seniority without accumulation while they are on leave without pay.

ARTICLE 31

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

****31.01** - For the purpose of this Article,

- (a) a formal assessment and/or appraisal of an employee's performance means any written assessment and/or appraisal by his supervisor(s) of how the employee has performed his assigned tasks during a specified period in the past;
- (b) formal assessments and/or appraisals of employee performance shall be recorded on a form prescribed by the Employer for this purpose.

****31.02** (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to

indicate that its contents have been read. An employee's signature on his assessment form shall be considered to be an indication only that its contents have been read and shall not indicate his concurrence with the statements contained on the form.

A copy of the employee's assessment form shall be provided to him at the time the assessment is signed by the employee.

(b) The supervisor(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (½) of the period for which the employee's performance is evaluated.

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

****31.04** - Upon written request of an employee, the personnel files of that employee shall be made available once per year for his examination in the presence of an authorized representative of the Employer.

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

ARTICLE 32

CLOTHING AND UNIFORMS

****32.01** - The Senate will provide its employees with adequate clothing and accoutrements free of charge to the employees.

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

****32.03** - All issued items remain the property of the Senate unless declared unserviceable by management.

****32.04** - The Senate will make every reasonable effort to provide employees with clothing and uniforms as soon as possible following initial appointment.

****32.05** - The scale of issue in force on the date of signing of this collective agreement is at Annex C. This scale of issue may be amended from time to time following consultation with the bargaining agent pursuant to clause 27.02.

ARTICLE 33

JOB SECURITY

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

ARTICLE 34
HEALTH AND SAFETY

****34.01** - The Employer shall **make** reasonable provisions for the occupational safety and health of **employees**. The Employer will **welcome** suggestions on the subject from the Association, and the parties undertake to consult with a view to adopting **and**, as expeditiously as possible, carrying out **reasonable** procedures and techniques designed or intended to prevent or reduce the risk of **employment** injury.

ARTICLE 35
TECHNOLOGICAL CHANGE

****35.01** - 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.

****35.02** - the Employer agrees to provide as **much** advance notice as is **practicable**, but, except in cases of emergency, not less than one hundred and twenty (120) days written notice to the **Association** of the introduction or implementation of technological change **when it will** result in significant changes in the **employment** status or working **conditions** of the **employees**.

****35.03** - The written notice provided for in clause **35.02** will provide the following information:

- (a) **The nature and degree** of change.

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

****35.04** - As soon as reasonably practicable after notice is given under clause 35.02, the Employer shall consult with the Association concerning the effects of the technological change referred to in clause 35.03 on each group of employees. Such consultation will include but not necessarily be limited to the following:

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

****35.05** - 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 his 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 36

RIGHTS OF EMPLOYEES

****36.01** - The Employer shall indemnify and save harmless members of the bargaining unit in respect of reasonable legal expenses incurred in defending a civil or criminal action which arises out of the performance of their duties on behalf of the Senate.

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

****36.03** - Normally, employees will not be expected to conduct guided tours.

ARTICLE 37

PERSONAL AND SEXUAL HARASSMENT

****37.01** - The Association and the Employer recognize the right of employees to work in an environment free from personal and/or sexual harassment, and agree that neither form of harassment will be tolerated in the workplace.

****37.02** - In the case of grievances alleging personal and/or sexual harassment:

- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of 37.02 (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

ARTICLE 38

NO DISCRIMINATION

****38.01** - 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, mental or physical disability or membership or activity in the union.

****38.02** - It is not a discriminatory practice for the Employer to adopt or carry out special programs, plans or arrangements designed to prevent disadvantages that are likely to be suffered by, or to eliminate or reduce disadvantages that are suffered by, any group, of individuals when those disadvantages would be or are based on or related to the race, creed, national, or ethnic origin, colour, religious affiliation, age, sex, or sexual orientation or disabilities of members of that group, by improving opportunities respecting services, facilities, accommodation or employment in relation to that group.

ARTICLE 39

TRAVEL EXPENSES

****39.01** - When an employee is required by the Employer to attend courses, training sessions, medical/language tests, conferences and seminars outside of the National Capitol Region, he shall be reimbursed for all reasonable expenses incurred in accordance with the Senate travel policy.

ARTICLE 40

CALL-BACK PAY

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

- (a) on a designated paid holiday which is not the employee's scheduled day of work,
- or
- (b) on the employee's day of rest,
- or

(c) after the employee has completed his or her work for the day and has left his or her place of work, and returns to work, the employee shall be paid the greater of:

(i) the minimum of three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' pay in an eight (8)-hour period.

or

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

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

ARTICLE 41

STANDBY

****41.01** - Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of ten dollars (\$10) for each eight (8) consecutive hours or portion thereof that he or she is on standby.

****41.02** - An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

****41.03** - No standby payment shall be granted if an employee is unable to report for duty when required.

****41.04** - An employee on standby who is required to report for work shall be paid, in addition to the standby pay; the greater of:

(a) the applicable overtime rate for the time worked,

or

(b) the minimum of four (4) hours' pay at the hourly rate of pay, except that this minimum shall apply only the first time that an employee is required to report for work during a period of standby of eight (8) hours.

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

ARTICLE 42

AGREEMENT RE-OPENER

****42.01** - This Agreement may be amended by mutual consent. If either party wishes to amend or vary this Agreement, it shall give to the other party notice of any amendment proposed and the parties shall meet and discuss such proposal not later than one (1) calendar month after receipt of such notice.



ARTICLE 43


DURATION

43.01 - Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.

****43.02** - This agreement shall expire on December 31, 1991.

SIGNED AT OTTAWA, this 16th day of the month of
November 1990.

THE SENATE PROTECTIVE
SERVICE EMPLOYEES
ASSOCIATION


Dale M. Jarvis
Director of Personnel


Jean Chartrand
Acting President

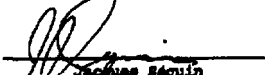

Jean Doré
Gentleman Usher

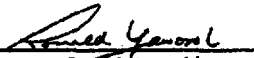

Richard Gratton
Treasurer

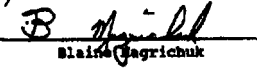

Paul Pigeau
Negotiator


Evan Weidinger
Negotiator

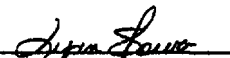

David Macdonald
Classification and Official
Languages Officer


Jacques Séguin
Secretary


Ronald Yaveraki
Acting Chief of
Protective Services


Blaine Jagrichuk


Carole Bender
Pay & Benefits Officer


Lynn Sova
Pay & Benefits Officer

RATES OF PAY
PROTECTIVE SERVICES SUB-GROUP

- A • ANNUAL RATES OF PAY, EFFECTIVE DECEMBER 31, 1989
- B • ANNUAL RATES OF PAY, EFFECTIVE JANUARY 1, 1990
- C • ANNUAL RATES OF PAY, EFFECTIVE JANUARY 1, 1991

CONSTABLE

A:	26,600	28,163	29,728	31,293
B:	28,010	29,656	31,304	32,952
C:	29,523	31,257	32,994	34,731

CORPORAL

A:	31,686	33,005	34,374	35,843
B:	33,365	34,754	36,196	37,743
C:	35,167	36,631	38,151	39,781

SERGEANT

A:	35,300	36,773	38,299	39,889
B:	37,171	38,722	40,329	42,003
C:	39,178	40,813	42,507	44,271

APPENDIX "B"

O T T A W A
November 16, 1990

Mr. J. Chartrand, A/President
Senate **Protective** Service Employees Association
P.O. Box 404
The Senate of Canada
Ottawa, Ontario **K1A 0A4**

Dear Mr. Chartrand:

This is to confirm the understanding reached between the Senate of **Canada** and the Senate **Protective** Service Employees Association that, if, during the life of the collective agreement, **occasions** arise where the Senate grants time-off with pay to all its employees, and **such** time-off **cannot** be applied to employees of the **Protective** Service because they are required to remain on duty, an equivalent amount of time-off with pay will be credited to such **employees** at the straight-time rate of **compensation**.

This time-off with pay will be taken at times mutually agreeable to the Employer and the employee. **These** credits will not **be** compensated in cash.

It is **also** understood that this arrangement is applicable only to **employees who are on duty** at the time the time-off is **given** to all employees of the Senate and does not apply to break periods.

Yours sincerely,



Dale M. Jarvis,
Director of Personnel

APPENDIX "C"

SCALE OF ISSUE

INITIAL ISSUE

- 1 Tunic
- 2 Pair of pants (Males)
- 1 Pair of pants (Females)
- 1 Skirt (Females)
- 6 Shirts (Male)
- 6 Shirts (Female)
- 1 Cap
- 1 Cap Badge
- 2 Ties
- 1 Tie Clip
- 1 Pair White Gloves
- 1 Name Plate
- 1 Pair Boots OR Shoes (Leather)
- 4 Pair Socks (Male)
- 6 Pair Pantyhose (Female)
- 1 Nylon Parka (Winter)
- 1 Pair Gloves (Lined/Black Leather-Winter)
- 1 Pair Overshoes (Winter Type, Ankle Height)
- 1 Raincoat

NOTE: The following items are issued on an AS REQUIRED basis from an equipment pool for the duration of a ceremonial function only.

- 1 Lanyard (white)
- 1 Dress Belt (white)

In addition, members assigned to Traffic Duties receive an initial Issue consisting of:

- 1 Patrol Jacket (Windbreaker)
- 1 Raincoat *****
- 1 Cap Protector
- 1 Pair Gloves (Lined/Black Leather-Winter)

- 6 Shirts (long Sleeved)
- 1 Pair Overshoes (Winter Type) (N.B. Toe Rubber Type)
- 1 H.D. Parka (Down Filled)
- 1 Pair Galoshes
- 1 Pair Winter Boots (Insulated)
- 1 Pair Winter Mitts
- 1 Fur Hat

REPLACEMENT ISSUE (Every Year)

- 2 Pair Pants (Males)
- 1 Pair Pants (Females)
- 1 Skirt (Females)
- 4 Shirts (Males)
- 4 Blouses (Females)
- 1 Pair Boots OR Shoes (Leather)
- 4 Pair Socks (Males)
- 6 Pair Pantyhose (Females)

EVERY 2 YEARS OR LONGER AS REQUIRED

- 1 Tunic
- 1 Tie
- 1 Pair Gloves (White)
- Misc. Insignia Items (i.e. Tunic Chevrons, Epaulet Chevron Sleeves, etc.)

EVERY 3 YEARS OR LONGER AS REQUIRED

- 1 Belt (Leather-Trouser Type)
- 1 Cap

TRAFFIC PERSONNEL:

- 1 Patrol Jacket
- 1 Raincoat *****
- 1 Cap Protector
- 1 Pair Gloves (Lined/Black Leather-Winter)

- 6 **Shirts** (Long-Sleeved)
- 1 **Pair** overshoes (Toe-Rubber Type)
- 1 **M.D. Parka** (Down-Filled)
- 1 **Pair Galoshes**
- 1 **Pair Winter Boots** (Insulated)
- 1 **Pair Winter Mitts**
- 1 **Fur Hat**

REPLACEMENT OF OTHER ITEMS

The following items are replaced on an as required basis due to wear and tear etc.

- Shoe/Boot Laces**
- Tie Clip**
- Badges (Hat Type)**
- Name Plater**
- Buttons**
- Chevron Sets**
- Other Insignia Items**
- White Belts**
- Lanyards**

O T T A W A
November 16, 1990

Mr. J. Chartrand, A/President
Senate Protective Service
Employees Association
P.O. Box 404
The Senate of Canada
Ottawa, Ontario
K1A 0A4

Dear Mr. Chartrand:

This is to confirm that the Employer shall continue coverage for employees in respect of the Dental Plan according to the terms of the Agreement between the Unions and the Employers dated March 10, 1988.

Yours sincerely,



Dale M. Jarvis,
Director of Personnel

O T T A W A
November 16, 1990

Mr. J. Chartrand, A/President
Senate Protective Service
Employees Association
P.O. BOX 404
the Senate of Canada
Ottawa, Ontario
K1A 0A4

Dear Mr Chartrand:

This is to confirm the understanding reached during negotiations to the effect that, in the exercise of its right to assign employees to work overtime, to call-back employees or to assign employees on stand-by duty, the Senate will continue its past practice of first offering the work to those employees who volunteered for such assignments.

Yours sincerely,



Dale M. Jarvis,
Director of Personnel

APPENDIX "F"

O T T A W A
November 16, 1990

Mr. Evan Heidinger
Senate protective Services
Employees Association
P.O. Box 404
The Senate of Canada

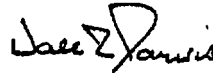
Dear Mr. Heidinger:

In the past, there have been occasions where some time-off (generally unrecorded) was allowed in order to accommodate employees who had medical or dental appointments. Such time-off normally never exceeded one quarter of a day.

As agreed during negotiations, the Senate will continue such a practice provided the employee has made every reasonable effort to schedule his appointment during his off-duty hours and that sufficient advance notice is given by the employee so that management can arrange for a suitable replacement, when required, during the period of absence.

The above does not apply where a series of continuing appointments take up considerable worktime. Such absences will be deducted from sick leave credits.

Yours sincerely,



Dale M. Jarvis,
Director of Personnel

	SHIFT "1"	SHIFT "2"	SHIFT "3"	SHIFT "4"	SHIFT "5"
Monday	11:00- 19:30	*19:30- 07:30	OFF	OFF	07:30- 13:00
Tuesday	12:30- 19:30	*19:30- 07:30	OFF	11:00- 18:00	07:30- 14:30
Wednesday	12:30- 19:30	*19:30- 07:30	OFF	11:00- 18:00	07:30- 14:30
Thursday	12:30- 19:30	*19:30- 07:30	OFF	11:00- 18:00	07:30- 14:30
Friday	11:00- 19:30	OFF	*19:30- 07:30	OFF	07:30- 14:00
Saturday	OFF	OFF	*19:30- 07:30	07:30- 19:30	OFF
Sunday	OFF	OFF	*19:30- 07:30	07:30- 19:30	OFF

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