

*Wages  
off  
98-01-01*

SOURCE	Senate	
EFF.	98	07 02
TERM.	00	12 31
No. OF EMPLOYEES	80	
NOMBRE D'EMPLOYÉS	AA	

**AGREEMENT**

**BETWEEN**

**THE SENATE OF CANADA**

**AND**

**THE SENATE PROTECTIVE SERVICE  
EMPLOYEES ASSOCIATION  
(SPSEA)**

Code: 98200

Expiry date: December 31, 2000

*08762(04)*

TABLE OF INTEN

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1	Purpose of Agreement .....	1
2	Interpretation and Definitions .....	1
3	Application .....	2
4	Precedence of Legislation and the Collective Agreement .....	2
5	Managerial Responsibilities .....	2
6	Recognition .....	3
7	Appointment of Representatives .....	3
8	Check-Off .....	3
9	Information .....	4
10	Information for Employees .....	4
11	Provision of Bulletin Board Space and Other Facilities .....	4
12	Leave With or Without Pay for Association Business or for <b>Other</b> Activities Under The Parliamentary Employment and <b>Staff</b> Relations Act .....	5
13	Present Conditions and Benefits .....	7
14	Leave - General .....	7
15	Vacation Leave <b>with</b> Pay .....	7
16	Designated Paid Holidays .....	10
17	Other Leave With or Without Pay .....	12
18	Sick Leave .....	20
19	Severance Pay .....	21
20	Hours of <b>Work</b> .....	22
21	Overtime .....	23
22	Meal Allowance .....	25
23	Pay .....	25
24	<b>Premiums</b> .....	26
25	Surveillance .....	26
26	Grievance Procedure .....	26
27	Joint Consultation .....	29
28	Suspension and Discipline .....	30
29	<b>Contracting</b> Out .....	31
30	Seniority .....	31
31	Employee Performance Review and Employee <b>Files</b> .....	32
32	<b>Clothing and Uniforms</b> .....	32
33	Job Security .....	33
34	Health and <b>Safety</b> .....	33
35	Technological <b>Change</b> .....	34
36	<b>Rights</b> of Employees .....	34
37	Personal and Sexual Harassment .....	35
38	No <b>Discrimination</b> .....	36
39	Travel Expenses .....	36
40	Call-Back Pay .....	36
41	Standby .....	37
42	Changes to <b>the</b> Agreement .....	38
43	Duration .....	38
	Signature .....	38

**TABLE OF CONTENTS**

<b><u>Article</u></b>	<b><u>Subject</u></b>	<b><u>Page</u></b>
Appendix A	Salary Scales.....	40
Appendix B	Issue and Replacement of Clothing and Accessories.....	41
Appendix C	Overtime Allocation.....	44
Appendix D	Work Schedule.....	45
Appendix E	Memorandum of Agreement respecting Deferred Salary Leave Plan.....	46
Appendix F	Memorandum of Agreement with respect to the Use of Personnel on Contract.....	49

**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** another person, 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) "day of rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than **by** reason of his being on leave or absent from duty without permission.
- (q) "spouse" means common-law as well as legally recognized spouse.
- (r) "**minimum staffing**" is defined and specified in the Operations Manual of the Protective Service, in consultation with the bargaining agent.

**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,

5

**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 representatives 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 representative, 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 representatives' 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 representative on the Employer's premises. When the discharge of **these** functions requires an employee who is a representative 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 deductions 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.

#### **ARTICLE 9** **INFORMATION**

- 9.01** - The Employer agrees to supply the Association, as soon as a person is hired in the Protective Service directorate, the name, classification and **status** of that person.
- 9.02** - The Employer agrees to inform the Association in writing of any change in **status** of any person employed in the Protective Service directorate.

#### **ARTICLE 10** **INFORMATION FOR EMPLOYEES**

- 10.01** -The Employer agrees to supply the Association **with** 100 copies **of** the signed Collective Agreement **as** soon **as** possible, further to the signature of this Collective Agreement, in the format agreed upon between **the** parties.

#### **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 -~~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** a complaint.

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

12.02 -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 -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 -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 -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, 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 be given reasonable time-off with pay for **this** purpose.

#### Contract Negotiation Meetings

12.10 -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.

#### 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 percent (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 ~~the~~ off with pay to a reasonable number of employees who are meeting with management on behalf of the Association.

**Representatives' Training Courses**

**12.13 - (a)** Where operational requirements permit, the Employer will grant leave without pay to employees appointed as representatives by the Association, to **undertake training** sponsored **by** the Association related to the duties of a representative.

**(b)** Where operational requirements permit, the Employer will grant leave with pay to employees appointed as representatives by ~~the~~ Association, to attend **training** sessions concerning Employeremployee 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** -For the purpose of leave or thne-off, operational requirements are ~~cleared~~ 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 Leave With Pay**

- 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 following submission of requests for vacation leave.
- (g) **An** employee will be allowed to **carry** forward for a period of one year, **from** one fiscal year to the next, a maximum of five **days** of annual leave credits.

**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:

<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

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 employee is responsible for mitigating any losses incurred and will provide proof of such action, when available, to the Employer.

### ARTICLE 16 DESIGNATED PAID      DA

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

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;

- (d) The **day** fixed by proclamation of **the** Governor in Council for celebration of the Sovereign's Birthday;
- (e) The day recognized by the Province of Quebec for the celebration of St. John the Baptist Day;
- (f) Canada Day;
- (g) First Monday of August;
- (h) **Labour** Day;
- (i) Thanksgiving Day;
- (j) Remembrance Day;
- (k) Christmas Day;
- (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**
  - (ii) 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, 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 day of bereavement leave with pay for purposes related to the death of his or her immediate **spouse**, 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) (i) **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-seven (**27**) weeks after the termination date of pregnancy, subject to the Paternity Leave Without Pay clause 17.09.
  - (a) Nevertheless, where the employee's new-born child is born prematurely, or is born with, or contracts, a condition that requires its hospitalisation within the period defined in subsection (i) above, the period of maternity leave without pay therein defined may be extended beyond the date falling twenty-seven (27) weeks after the **date** of childbirth by a period **equal** to the period during which the child is hospitalised.
  - (b) In **any** case described in subsection (i)(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 new-born child is hospitalised, she may resume her maternity leave without pay **when** the child's hospitalisation is over and remain on maternity leave without pay to the extent provided for in subsection (i)(a).
  - (c) The extension described in subsection (i) (a) or (b) shall end no later than fifty-two (**52**) weeks after the termination date of pregnancy.
- (ii) At its 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 employment insurance benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a maternity leave allowance in accordance ~~with~~ the Supplementary Employment 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)(ii)(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 Employment Benefit Plan will consist of the following:
  - (i) where **an** employee is subject to a waiting period of two **(2) weeks** before receiving employment 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
  - (ii) up to a **maximum of** fifteen (15) weeks, payment equivalent to the difference **between** the EI 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 EI benefits to which the employee would have been eligible if **no** extra monies had been earned **during this** period.
  - (iii) (a) 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 letter 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(D)(i) and (ii) shall be the full-time weekly rate of pay for the classification prescribed in her letter 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.
- (F) An employee is entitled to payments pursuant to the Supplemental Employment Benefits Plan only in respect of employment insurance periods specified in clause 17.05(d), which give rise to the employment insurance.

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

**17.06 - (a)** An employee shall be granted injury-on-duty leave with pay for a period not exceeding six (6) months, when a claim has been made to and approved by the Work Place Safety and Insurance Board and such Board certifies that the employee is unable to work because of

- (i) personal injury received in the performance of his duties and not caused by the employee's wilful misconduct,  
or
- (ii) 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 WSIB.

- (b) Upon request, an employee will be advanced a maximum of 25 days of paid sick leave pending a WSIB decision.
- (c) An employee who has an accident or falls ill at work shall, if possible, have the choice of the hospital or doctor to which he is to be sent. If he is not capable of expressing a preference before being sent to a hospital, he will be sent to the hospital of the employer's choice until the time when he is capable of expressing his preference.
- (d) The Protective Service's first aid equipment is at the disposal of employees, in case of illness or accident occurring during working hours.
- (e) The injured employee will be transported to the hospital at the employer's expense, and will be paid his full salary on the day of the injury.

## 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 **as many** consecutive hours, during which the polls are open, as provided by law, in the jurisdiction involved.

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

The time needed **to** allow as many consecutive hours, during which the polls are open, as provided by law, in the jurisdiction involved.

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

The time needed **to** allow **as many** consecutive hours, during which the polls are open, as provided by law in the jurisdiction involved.

## Paternity Leave Without Pay

17.09 - (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-seven **(27) 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 utilised by an **employee-couple** in conjunction with **the** birth of their child shall not exceed a total of twenty-seven **(27) 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.

### **Adoption Leave Without Pay**

- 17.10 - (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 to 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-seven (27) weeks after the date of such acceptance of custody.
- (c) The Employer may:
  - (i) 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 utilised by an employee-couple in conjunction with the adoption of a child shall not exceed a total of twenty-seven (27) 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 Support 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:
  - (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
  - (b) leave granted under this clause shall be for a minimum period of six (6) weeks;
  - (c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Senate;
  - (d) leave granted under this clause for a period of more than three (3) months shall be deducted from the Calculation of "continuous employment" for the purpose of calculating severance pay and from the calculation of "service" for the purposes of calculating vacation leave;

- (e) time spent on such leave shall not be counted for pay increment purposes.

### **I 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 ( $\frac{1}{2}$ ) **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;
  - (ii) 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) up to three days (3) 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 taken on separate days;

- (c) The total leave with pay which may be granted under sub-clause (b)(i), (ii) 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) Deferred leave (see Appendix E).
- (b) Military leave:

The Senate will grant reservists the necessary time for Reserve Forces activities. Such leave should conform to the provisions of the Reserve Forces Training Leave Regulations, made pursuant to the National Defence Act.

- (c) leave with pay when circumstances not directly attributable to the employee prevent his reporting for duty. Such leave shall not be unreasonably withheld;
- (d) 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.

### **Other leave**

**17.16** -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.

**17.17** -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.

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 work time. Such absences will be deducted ~~from~~ sick leave credits,

## 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-onduty 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-onduty~~ 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 **provide** 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 has been discharged or who has abandoned 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 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.
- (b) 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.
- (c) 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.



- (d) 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,

## **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 - (a) 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.

- (b) The normal hours of ~~employees~~ working on day shift (team f including the Console Operator) are Monday to Friday ~~from~~ 08:30 hours to 16:30 hours, including breaks but excluding the one hour lunch break.

Notwithstanding this last provision, the normal hours of work of a Constable (team f) **are** Monday to Friday from 10:00 hours to 18:00 hours, including breaks but excluding the one hour lunch break.

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 time table described in Appendix D will not be modified **as** long as this collective agreement applies, save **by** agreement by both parties involved.

However, in case of serious and permanent changes to the operations of the Senate, ~~the~~ employer, having presented and documented these serious and permanent changes to the Association, will present **a** proposal for a modification to Appendix D for discussion between the parties.

All proposals accepted **by both** parties will be reflected in a memorandum of understanding.

In case of a disagreement concerning a proposed change, after reasonable consultation, the employer will proceed with **the** implementation of the proposed change. The Association may thereafter grieve **this** decision, which may eventually be referred to adjudication.

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** meal 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** authorised work performed in excess or outside of the standard work day or work week.

(b) The Employer will administer overtime in **keeping** with the provisions of Appendix C.

(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 four **(4)** hours' pay at the applicable overtime rate.

**21.05** -Compensation under this Article shall be paid in cash or in equivalent leave, under 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, up to a maximum of four consecutive **shifts**.

**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 ten dollars (\$10.00), except where free meals are provided. This reimbursement will be provided within a reasonable period of time. 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 ten dollars (\$10.00) 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 - (a)** Except as provided in this Article, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

- (b) The pay increment date for an employee appointed to a position shall be the First day following this anniversary date of appointment subject to satisfactory performance of duties.

**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.

#### **Pay Adjustment Administration**

**23.04 - (a)** Employees who have been at the maximum rate of pay for their level for one year or more on January 1, 1998 shall move to the new maximum rate of pay effective January 1, 1998, subject to satisfactory performance of duties.

- (b) Employees who have been at the maximum step of their salary range for less than one year on January 1, 1998 shall move to the new maximum of their salary scale on their regular increment date; this is also subject to a satisfactory performance of duties.

#### **Acting Pay**

**23.05 - (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 three (3) 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** **PREMIUMS**

### **Shift Premiums**

- 24.01 -An employee will receive a **shift** premium of one dollar fifty (\$1.50) 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 the month following the **month** during which the shift premium was **earned**.
- 24.03 -When an employee on **shift** has worked an extra two hours over **a** period of five **(5) weeks** which corresponds **to a** shift cycle, **this extra** time will be compensated **by** the employer as compensatory leave at a rate of time and **a** half at a time mutually acceptable to both parties.

### **Weekend Premium**

- 24.04 Employees shall receive **an** additional premium of one dollar twenty-five **(\$1.25)** per hour for all hours of work performed from 19:30 hours on any Friday and before 07:30 hours of **the** following Monday.
- 24.05 -Weekend premium shall **be** payable in respect of all regularly scheduled hours at straight-time rates worked on the hours **specified** in Article 24.04.
- 24.06 -All hours worked during statutory holidays will be considered **as** weekend hours.

## **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. -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) Parking.
- 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 motives and facts which form the basis for the 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 the following 25 calendar days.

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 not hire employees other than those accredited as per the accreditation certificate of the Association, or any other person on contract or employee of another governmental service to assume duties presently performed by employees covered by this collective agreement, or in relation to duties to be performed in the future which are linked to the normal growth of duties presently performed by employees covered by the current collective

agreement. This must not be construed as limiting the right of the Employer to hire ~~personnel~~ on contract ~~as~~ per Appendix F, on a term basis, or to assign Senate administration ~~personnel~~ or employees from other organizations to Protective Service Directorate.

### **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 ranked ahead of the others on the seniority list established pursuant to 30.01.
- 30.04** -A seniority list consisting of name, ~~date~~ of entry, accumulated months of seniority and classification of each employee shall be jointly ~~maintained~~ and revised semi-annually by the Employer and by ~~a~~ representative of the Association 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.
- 30.07** -An employee ~~who~~ is called upon to occupy a position which is excluded from the bargaining unit keeps his seniority for a period of one year. ~~If~~ he returns to ~~a~~ position ~~within~~ the bargaining unit before the expiration of the one year period, and thereafter retains a position in the bargaining unit for a minimum period of six months, he recovers his seniority as it existed before his departure. After this period, unless there has been an understanding between the parties, immediately from the time of his departure, which would extend the period beyond one year, the employee loses his seniority rights for the purposes of the collective agreement.

### **ARTICLE 31**

#### **PERFORMANCE REVIEW [ EMPLOYEE FILE ]**

- 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 ( $\frac{1}{2}$ ) 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 twice per year for **his examination** in the presence of an authorised 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, 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 Appendix **B**. 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, through organizational changes or otherwise, and to ensure that reductions in the workforce are accomplished through attrition. This is subject to the willingness of and capacity of **individual** employees to undergo training and accept reassignment.

**33.02** -In workforce adjustment situations, affected employees will be let **go** in reverse order of their seniority and they will be recalled in order of seniority.

**33.03 - Seniority - Right of recall**

(a) Persons hired on a determinate basis will be appointed from **the** eligibility list established by the employer which is valid at the time of the appointment;

**Any** person hired on a determinate basis for a period of six (6) months or more becomes, as **soon** as he is hired, an employee as per Article 2.01(e) of the collective agreement.

(b) **Any** person hired on a determinate basis for a period of less than six months becomes an employee **as** per Article 2.01 (e) of **this** collective agreement after **six** months of continuous service.

The person who obtains employee status has **his** seniority, for the purpose of the application of **this** collective agreement, as well as the calculation of salary scales, **made** retroactive to the date of arrival as soon as he reaches six (6) months of service.

(c) A person who has obtained the status of employee, whose period of employment is interrupted, keeps **his** seniority in relation to the period he has worked. He enjoys a right of recall for a period of one (1) year **following** the day he last worked. **This** right of recall ceases to apply in cases where **an** employee refuses a recall offer.

All periods worked following a recall are calculated for seniority purposes. This right of recall also applies **between** employees, by order of seniority, taking into consideration the length of the period during which they were at work.

(d) The time worked by a person who has obtained employee status is also calculated for the purposes of the probation period.

**ARTICLE 34**

---

**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**

**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 - (a) 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**.

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

36.02 - (a) Employees will not be expected to conduct guided tours.

- (b) On written application and/or when there are significant changes to the **duties** of a position, the Senate will provide the incumbent with a complete and up-to-date job description.

36.03 -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.

**36.04 -Staffing and disclosure**

- (a) The Employer **will** adhere to the Protective Service staffing policy, which is in line with the Senate's Staffing policy. Any departure from the policy may be subject to the grievance procedure, and **may** be subject to adjudication.
- (b)
  - (i) Every candidate to a competition, further to being advised of **his** results, is entitled to an information session during which he will be given a detailed verbal briefing on his performance in the context of the competition, and on the rationale for his evaluation.
  - (ii) If the candidate to a competition is dissatisfied **with his** results, even after obtaining some verbal information on his results, he has the right to file a grievance in this regard.
  - (iii) This grievance, which must be filed within **25 days** further to the employee's being informed in relation **to** the competition, will be filed and heard directly at the third level of the grievance procedure.
  - (iv) As **soon as** the staffing grievance is filed, the employee will be entitled, upon request, to **a full and complete** disclosure of documents related to his performance, and to the rationale for his evaluation.
  - (v) If, after the disclosure session, the employee wishes to pursue **his** grievance, this grievance will be reviewed at the third level of the grievance procedure within the deadlines provided in the procedure.
  - (vi) The third level employer's representative will have access to all the information he will deem necessary in order to be able to make a just and equitable decision. The grievance may be referred to adjudication, with the Association's concurrence, if the employee is not satisfied with the reply that is given at the third level. If the grievance is referred to adjudication, the employer will provide the adjudicator with all the information required in order to make a fair and equitable decision.

**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 Capital 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 four (4) 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 (\$10.00) for each ~~eig~~ (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 TO THE AGREEMENT

**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.

**42.02** -The employer undertakes that if a new position is created having duties relating to the protection or security function of the Senate Protective Service, it will provide the bargaining agent with a copy of the job description and a declaration by the employer as to whether or not it proposes that the new position be excluded from the bargaining unit. It is understood that, in case of a disagreement between the parties, the bargaining agent may refer the matter to the Public Service Staff Relations Board for a binding determination of the status of the position.

#### ARTICLE 43 DURATION

**43.01** -The provisions of this Agreement governing pay administration, salary increments, overtime and premiums shall be applied retroactively to January 1, 1998 as if they had been effective on that date. All other provisions of this agreement shall become effective on the day the agreement is signed.

**43.02** -This agreement shall expire on December 31, 2000.





SIGNED IN OTTAWA, this 2<sup>nd</sup> day of the month of July 1998.

**THE SENATE CANADA**

**THE SENATE PROTECTIVE SERVICE  
EMPLOYEES ASSOCIATIONS**

---

**Serge Gourgue**  
**Director, Protective Service**

**Noël Fredette**  
**President**

---

**Suzanne Beaudoin**  
**Director, Human Resources**

**Jean Lacroix**  
**Vice-president**

---

**Guy Fortier**  
**Manager, Staff Relations and Compensation**

**Steve Loubier**  
**Representative**

---

**Suzanne Leroux**  
**Pay and Benefits Officer**

**Denis Boyer**  
**Representative**

---

**Guy Joly**  
**Representative**

## SALARY SCALES

## PROTECTIVE SERVICE SUB-GROUP

A - Annual rates of pay, effective December 31, 1997

B - Annual rates of pay, effective January 1st, 1998

C - Annual rates of pay, effective January 1st, 1999

D - Annual rates of pay, effective January 1st, 2000

## Console Operator

<b>A:</b>		30,409	32,195	33,984	35,773	
<b>B:</b>	29,824	31,017	32,839	34,664	36,488	37,948
<b>C:</b>	30,420	31,637	33,496	35,357	37,218	38,707
<b>D:</b>	31,028	32,270	34,166	36,064	37,962	39,481

## Constable

<b>A</b>		30,409	32,195	33,984	35,773	
<b>B:</b>	29,824	31,017	32,839	34,664	36,488	37,948
<b>C:</b>	30,420	31,637	33,496	35,357	37,218	38,707
<b>D:</b>	31,028	32,270	34,166	36,064	37,962	39,481

## Corporal

<b>A:</b>	36,222	37,730	39,296	40,974	
<b>B:</b>	36,946	38,485	<b>40,082</b>	41,793	43,465
<b>C:</b>	37,685	39,255	40,884	42,629	44,334
<b>D:</b>	38,439	40,040	41,702	43,482	45,221

<b>A</b>	40,353	42,037	43,782	45,599	
<b>B:</b>	41,160	42,878	44,658	46,511	48,371
<b>C:</b>	41,983	43,736	45,551	47,441	49,338
<b>D</b>	42,823	44,611	46,462	48,390	50,325

## ISSUE AND REPLACEMENT OF CLOTHING AND ACCESSORIES

**This** new procedure aims at streamlining expenditures for the issue and replacement of clothing and accessories required by members of the Senate Protection Service.

### **Issue of clothing and accessories to members appointed for an indeterminate period:**

On appointment for an indeterminate period, members shall be issued the clothing and accessories they require to carry out their duties. These items shall remain the property of the Senate. Members shall return clothing and accessories issued to them while they were appointed for determinate periods, on contract or on probation.

Members shall be responsible for replacing, at their own expense, clothing and accessories lost or destroyed through negligence or deliberate damage for the duration of their employment.

Members assigned to specific duties such as console operation, traffic control, and key control shall be issued clothing and accessories appropriate to their duties according to the attached Appendices.

### **Issue of clothing and accessories to members appointed for determinate periods, on probation or persons hired on contract:**

On their arrival, members appointed for determinate periods, on contract or on probation shall be issued the clothing and accessories they require to carry out their duties. These items shall remain the property of the Senate.

The person responsible for stores shall ensure that clothing and accessories meet the standards of the Senate Protective Service.

While appointed for determinate periods, on contract or on probation, members shall be responsible for replacing, at their own expense, clothing and accessories lost or destroyed through negligence or deliberate damage.

Members shall sign for clothing and accessories, and shall be responsible for them for the duration of their employment.

### **Annual replacement**

Clothing and accessories shall remain the property of the Senate. Items that are subject to normal wear and tear shall be replaced. Items replaced shall be returned to stores. Items identified thereafter may be replaced annually on request.

Notes:

Damaged items shall be repaired, when feasible, before being replaced.

All clothing and accessories replaced shall be returned to stores.

**Starting** now, shoes and boots issued to members shall be marked in order to monitor yearly replacement. Replacement shoes and boots shall be marked and given to members for personal use. Once marked, they may no longer be worn on duty.

### Clothing and Accessories Issued to Members Appointed for an Indeterminate Period

Unless they were issued new clothing and accessories when appointed for determinate periods, on contract or on probation, members appointed for an indeterminate period members shall be issued the following clothing and accessories in return for those issued on their arrival.

- 1 tunic
- 3 pairs pants
- 1 ~~skirt~~, instead of one pair pants (for women members)
- 8 short-sleeved shirts (for men members)
- 8 blouses (for women members)
- 1 cap
- 2 wool V-neck sweaters
- 1 pair additional leather shoes or boots

### Clothing and Accessories Issued to Members Appointed for Determinate Periods, on Probation or Persons Hired on Contract

- 1 tunic (except for console operators)
- 3 pairs pants (for men members)
- 3 pairs pants (for women members)
- 1 skirt, instead of one pair pants (for women members)
- 8 short-sleeved shirts (for men members)
- 8 blouses (for women members)
- 1 cap (except for console operators)
- 1 cap badge (except for console operators)
- 1 belt
- 2 ties
- 1 tie pin
- 2 wool V-neck sweaters
- 1 pair leather shoes or boots
- 1 pair winter underwear (for men members)
- 1 pair winter boots (for women members)
- 1 pair black leather winter gloves (except for console operators)
- 1 winter parka (except for console operators)
- 2 pairs white ceremonial gloves
- 6 pairs black wool ~~socks~~ (for ~~men~~ members)
- 12 pairs nylon ~~hose~~ (for women members)
- 1 imitation fur winter hat (except for console operators)
- 2 identity cards
- 1 surveillance kit (ear piece) (except for console operators)
- 1 white ceremonial belt (except for console operators)
- 1 ceremonial belt buckle (except for console operators)
- 1 white ceremonial lanyard (except for console operators)
- 1 leather key carrier (except for console operators)
- 1 glasses case (if required)
- 1 lightweight coat (except for console operators)
- 1 mini mag light (except for console operators)
- 1 billy stick and sheath (except for console operators)

- 1 pair handcuffs and case (except for console operators)
- 1 utility belt (except for console operators)
- 1 first aid pouch (mouth piece and latex gloves)

**Clothing and Accessories that may be replaced annually on Request**

- 1 pair pants
- 4 short-sleeved shirts (for men members)
- 4 blouses (for **women** members)
- 6 pairs black wool socks (for men members)
- 12 pairs nylon hose (for **women** members)
- 4 pairs winter **socks** (for members assigned to traffic control)
- 2 dark blue shirts (for members assigned to key control)
- 1 wool V-neck sweater

**Clothing and Accessories Issued to Members Assigned to Traffic Control**

In addition to the clothing and accessories issued to members, the following **item** shall be issued to members assigned to traffic control.

- 1 super-insulated winter parka
- 1 summer patrol coat
- 1 raincoat
- 1 scarf
- 6 long-sleeved shirts
- 1 pair insulated winter boots
- 1 pair leather **mitts**
- 1 cap protector
- 1 Stetson summer hat
- 6 pairs black wool **socks**

Note: **Only** the wool socks and insulated boots shall remain the property of members. The other items shall be returned at the end of members' assignments to traffic control.

**Clothing and Accessories Issued to Members Assigned to Key Control**

In addition to the clothing and accessories issued to members, **the** following items shall be issued to members assigned to key control.

- 4 **dark** blue shirts
- 1 baseball cap
- 2 pairs work pants

**OVER ALLOCATION**

Following past practices and a formal agreement between the Senatè Protective Service Employees' Association and the Senate and notwithstanding Article 21.01, it has been agreed that overtime allocation will be distributed **as** follows:

1. Members wishing to be considered for overtime will do so by writing their names on the form called "Overtime Allocation" for the appropriate week that the overtime is solicited. This form is maintained in the Operations Center;
2. The Overtime Allocation form shall be in effect from 12:00 hours. on Thursday until 11:59 hours on the following Thursday. Therefore, members have until 11:59 hours on Thursday to submit their names for the following week;
3. Notwithstanding exceptional circumstances, the list will be rigorously adhered to for the allocation of all overtime where such overtime is expected to be for **a** period of four **(4)** hours or more in duration;
4. When overtime is expected to be for a period of four **(4)** hours or more, it is to be offered, **as** per paragraph 5 of this Appendix, to members whose names appear on the seniority list;
5. The Duty NCO will call the senior member on the list, leaving **a** message to the effect that he called if he does not get **an** answer. There will be no waiting period. If the member is not home, the **Duty** NCO will pass to the next most senior **member** on the list; and
6. If the number of overtime hours is not expected **to** exceed four **(4)** hours in duration **and is** to be incurred at the end of a shift, then members of the team finishing work will be offered to work the overtime period **as** per Article 30.02.

WORK SCHEDULE

	A	B	C	D	E
Monday	12:30 -19:30	07:30 -14:30	*19:30 -07:30	Off	Off
Tuesday	12:30 -19:30	07:30 -14:30	*19:30 -07:30	Off	11:00 -18:00
Wednesday	12:30 -19:30	07:30 -14:30	*19:30 -07:30	Off	11:00 -18:00
Thursday	12:30 -19:30	07:30 -14:30	*19:30 -07:30	Off	11:00 -18:00
Friday	12:30 -19:30	07:30 -14:30	Off	*19:30 -07:30	Off
Saturday	Off	Off	Off	*19:30 -07:30	07:30 -19:30
Sunday	Off	Off	Off	*19:30 -07:30	07:30 -19:30

\* - Night shift begins on previous evening



**MEMORANDUM OF AGREEMENT****RESPECTING DEFERRED SALARY LEAVE PLAN**

**This** Memorandum of Agreement will confirm an understanding reached between the parties in respect of a Deferred Salary Leave **Plan** for members of the Senate Protective Service Employees Association.

**Policy**

Subject to approval, indeterminate employees **may** be eligible for Deferred Salary Leave for up to **one** year.

**Purpose**

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

**Definition**

Deferred Salary Leave is defined **as** a period of leave without pay of not less than **six (6)** consecutive months that is to commence immediately after a period not exceeding six (6) years after the **date on** which the earnings deferrals for the leave of absence commence.

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

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

**Eligibility**

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

**Approval**

Approval of participation on the Deferred Salary Leave (DSL) program is based upon operational requirements.

**Procedures**

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

**Note:** Salary deduction arrangements **may** be amended by **mutual** agreement in writing, provided such requests are received for approval three (3) **months** prior to the date for which the **change** is being requested but not later than six (**6**) **months** prior to the leave start date.

2. Application is reviewed by **the** Director or his delegate **and** approved if operationally feasible.

3. Copy of approved application is forwarded to the Pay & Benefits section and to the financial institution.
4. Pay & Benefits section prepares necessary pay action and notifies pay office.
5. The financial institution chosen by the employee establishes an employee trust account. Pay Office deducts and transfers funds to the appropriate account.

Note: It is agreed that access to this account prior to the maturity of the Trust agreement may **only** be allowed with the written authorization of the Director or his delegate and the employee concerned.

6. Accrued interest should be reported annually by the financial institution to the employee.
7. On maturity of the individual trust agreement, monies are released to an account accessible by the employee, without additional involvement of the Senate.

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

### **Taxation**

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

**The** Employer **is** not expected to provide **tax** advice. The employee should **be** cognisant of all **tax issues** pertaining **to** his participation in **the** DSL.

### **Withdrawal/Deferral**

1. An employee may withdraw from the plan no later than **six (6)** months prior to the planned leave date by giving written notice to the Employer. Withdrawal upon shorter notice will require Employer's consent.
2. Where **an** employee who is a participant in the plan is identified as being redundant, the withdrawal notice period shall be waived and **the** employee shall have free access to the accumulated fund. Should an employee die or be placed on Long Term Disability prior to **going** on leave or is otherwise terminated, the withdrawal notice period shall be waived and the estate or employee shall have immediate access to the accumulated fund.
3. Withdrawal **from** the program **may** entail **an** additional **tax** burden for the employee. The employee **may** on one occasion only, request that the leave be advanced or delayed where this will avoid **the** need to withdraw from the program. Management will make every reasonable effort, based upon operational feasibility, to accommodate the employee's request.
4. Given the financial liabilities that an employee would **incur** if called back to work while on deferred **Salary** Leave, the Employer will exhaust all other available options prior to recalling the employee.

5. ~~Due~~ to significant unforeseen operational circumstances beyond ~~the~~ Employer's control and where no other feasible option exists, a participating employee's period of leave may be postponed by up to **six (6)** months at the Employer's request.
6. Since termination of employment would require withdrawal from the Deferred Salary Leave program, participating employees **will** be responsible for ~~the~~ financial implications of such terminations.

### **Funding**

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

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

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

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

**Note:** The employee may not be in receipt of salary, allowance or tuition reimbursement from ~~the~~ Senate while on Deferred Salary Leave. (Reference: 1(a)(iii) Part LXVIII of the Income Tax Regulations).

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

### **Costs Incurred by the Senate**

1. Cost of administration: paperwork, enquiries, handling, etc.

### **Benefits to Employees**

- The period of leave counts **as** pensionable service and the employee's position is guaranteed on his return to work.
- In the event that an employee participating in DSL be declared surplus prior to or on return from leave, the Senate policy **would** apply **and such** employees will be considered for new vacancies and retrained and redeployed accordingly.
- **As** deposits **with** a financial institution are subject to **tax** deferral, the reduction in **take home pay** could be considerably smaller than the deposit itself, based of course on the employer's **tax** bracket.

The Employer and the ~~Senate~~ Protective Service ~~Employees~~ Association agree that the provisions of **this** plan shall form part of the Collective Agreement and shall be subject to any modifications made to the Income Tax Act and Regulations.

**MEMORANDUM OF AGREEMENT  
WITH RESPECT TO THE USE OF PERSONNEL ON CONTRACT**

The Senate and the Senate Protective Service Employees Association (SPSEA) have agreed to the following:

1. **During** the summer period, normally June to September, the Association will not oppose to the employment of contractual personnel.
2. The above-mentioned personnel will be paid by ~~statement~~ of account at **an** hourly rate determined by the Senate.
3. The personnel, ~~thus~~ hired on contract, will not execute all the functions normally assigned to security employees.
4. Except under exceptional circumstances, which will be discussed **with the** Association, **if** the Senate Protective Service **needs** to **hire** non Senate personnel to temporarily replace regular employees away for extended periods of absence, it will be done through ~~term~~ appointments.
5. Term employees shall ~~then be~~ compensated at the rates of pay prescribed in the SPSEA collective agreement.

