

**AGREEMENT BETWEEN THE  
HOUSE OF COMMONS OF CANADA  
AND THE SECURITY SERVICES  
EMPLOYEE ASSOCIATION**

**PROTECTIVE SERVICES  
BARGAINING UNIT**

Expiry Date: May 31, 2000

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## **ARTICLE 1**

### **PURPOSE OF AGREEMENT**

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

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

## **ARTICLE 2**

### **DEFINITIONS AND INTERPRETATION**

2.01 For the purpose of this Agreement:

- (a) "Association" means the House of Commons Security Services Employees Association;
- (b) "Bargaining Unit" means the employees of the Employer in the Protective Services Group as described in the certificate issued by the Public Service Staff Relations Board in accordance with the provisions of the *Parliamentary Employment*

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*and Staff Relations Act* on the 24th day of March 1987;

\*

- (c) "Double time" means two (2) times the employee's hourly rate of pay;
- (d) "Day of rest" in relation to an employee means a day other than a designated paid 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;
- (e) "Employee" means a person so defined by the *Parliamentary Employment and Staff Relations Act* who is a member of the bargaining unit;
- (f) "Employer" means the House of Commons as represented by the Board of Internal Economy and includes any person authorised to exercise the authority of the Board of Internal Economy.
- (g) "Full-time employee" means an employee who is expected to work 1820 hours in a calendar year, inclusive of all leave he is entitled to, and to be present at work during the hours prescribed, unless otherwise authorised;
- (h) "Designated Paid Holiday" means:
  - (i) the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement;
  - (ii) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to



have been entirely worked:



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(a) on the day it commenced where half (1/2) or more of the hours worked fall on that day,

or

(b) on the day it terminates where more than half (1/2) of the hours worked fall on that day;

- (i) "Hourly rate of pay" means a full-time employee's weekly rate of pay divided by thirty-five (35);
- (j) "Lay-off" means the termination of an employee's employment because of lack of work or because of discontinuance of a function;
- (k) "Leave" means authorised absence from duty by an employee during his regular or normal hours of work;
- (l) "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;
- (m) "Overtime" means authorised work performed in excess of an employee's scheduled hours of work;
- (n) "Part-time employee" means an employee whose normal weekly hours of work is less than thirty-five (35) hours per week.
- (o) "Straight-time rate" means the hourly rate of pay;



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- (p) "Time and one-half" means one and one-half (1 1/2) times the straight-time rate;
  - (q) "Weekly rate of pay" means an employee's annual rate of pay divided by 52.176;
  - (r) "Continuous employment" includes continuous employment with breaks in service of less than three (3) months in:
    - (i) the House of Commons;
    - (ii) the office of a Member of Parliament;
    - (iii) the Senate;
    - (iv) the Library of Parliament;

or

- (v) the Departments and portions of the Public Service referred to or listed in Schedule A of the Public Service Terms and Conditions of Employment Regulations made pursuant to Section 7 of the *Financial Administration Act*;

- \* (s) "Seniority in the Bargaining Unit" commences as of the date that the employee becomes a member of the Bargaining Unit, or, in the case of employees hired on the same date, from the eligibility list which is based on order of merit. Where an employee is transferred from within the House and such transfer is a promotion, seniority will begin upon membership in the Bargaining Unit. Vacation leave will be granted in accordance with seniority



in rank.

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

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

and

- (b) if defined in the *Interpretation Act*, but not defined in the *Parliamentary Employment and Staff Relations Act*, have the same meaning as given them in the *Interpretation Act*.

### **ARTICLE 3**

#### **APPLICATION**

3.01 The provisions of this Agreement apply to the Association, 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 shall include the feminine gender.

\*

#### **Part-Time Employees**

3.04 Employees whose normal scheduled hours of work are on average less than thirty-five (35) hours per week shall be entitled to the benefits provided under this agreement in the same proportion as their weekly hours of work compared with the normal scheduled weekly hours of work of full-time

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employees, except that:

- (a) such employees shall be paid at the hourly rate of pay for all hours of work performed up to thirty-five (35) hours in a week;
- (b) leave will only be provided:
  - (i) where it may displace other leave as prescribed by this Agreement,
  - or
  - (ii) during those periods in which the employees are scheduled to perform their duties;
- (c) the days of rest provisions in this collective agreement apply only in a week when the employee has worked a minimum of thirty-five (35) hours in the week;
- (d) a part-time employee shall not be paid for the designated holidays but shall, instead, be paid a premium of four point six (4.6) per cent for all straight-time hours during the period of part-time employment;
- (e) when a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 16.01 of this Agreement, the employee shall be compensated time and one-half (1 1/2) the hourly rate of pay for all hours worked on the holiday;

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- (f) notwithstanding the provisions of Article 19 (Severance Pay), an employee whose continuous employment is a combination of both full-time and part-time continuous employment shall, for the purpose of Severance Pay, have those completed years of part-time continuous employment reduced in the same proportion as the part-time weekly hours of work compare with the normal scheduled weekly hours of work of full-time employee. For such an employee who, on the date of the termination of his employment is a part-time employee, the weekly rate of pay referred to in Article 22 shall be the weekly rate of pay that the employee is being paid on termination, adjusted to the full-time weekly rate.

## **ARTICLE 4**

### **JOINT CONSULTATION**

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

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

4.03 The Consultation Committee shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.

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4.04 Employees forming the membership of the Consultation Committee shall be protected against any loss of normal pay by reason of attendance at such meetings with management.

4.05 The Consultation Committee is prohibited from agreeing to items which would alter any provision of this collective agreement.

## **ARTICLE 5**

### **MANAGERIAL RESPONSIBILITIES**

5.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the House of Commons.

## **ARTICLE 6**

### **RECOGNITION**

6.01 The Employer recognises the Association as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the Public Service Staff Relations Board on March 24, 1987 covering employees in the House of Commons Protective Services Group.

## **ARTICLE 7**

### **EMPLOYEE REPRESENTATIVES**

7.01 The Employer acknowledges the right of the Association to appoint Representatives from amongst the



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members of the bargaining unit.

7.02 The Association and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of organisation, the number and distribution of employees at the work place and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance/adjudication procedure.

7.03 The Association shall inform the Employer promptly and in writing of the names of its Representatives, their jurisdiction, and of any subsequent changes.

### **Time off for Representatives**

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.

### **Access by an Association Representative**

7.05 Representatives who are not employees shall be allowed access to the Employer's premises to represent employees at grievance and discipline hearings or other meetings called by management.

7.06 The Employer shall, wherever practicable make available a suitable area where an employee may discuss a complaint of an urgent nature with an Association Representative.



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## **ARTICLE 8**

### **TECHNOLOGICAL CHANGE**

8.01 Both parties recognise 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 minimising adverse effects on employees, which might result from such changes.

\* 8.02 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) calendar 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.

8.03 The written notice provided for in clause 8.02 will provide the following information:

- (a) the nature and degree of technological change;
- (b) the date upon which the Employer plans to effect the technological change;
- (c) the approximate number, type and locations of employees likely to be affected by the change;
- (d) all other pertinent data relating to the anticipated effects on employees.

8.04 As soon as reasonably practicable after notice is given under clause 8.02, the Employer shall consult with the Association concerning the effects of the technological change

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referred to in clause 8.02.

8.05 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 hour and at no cost to the employee.

## **ARTICLE 9**

### **CHECK-OFF**

- 9.01 (a) Subject to 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.
- (b) An employee who satisfies the Employer to the extent that he declares in an affidavit that he is a member of a religious organisation registered pursuant to the *Income Tax Act*, whose doctrine prevents him as a matter of conscience from making financial contributions to an employee organisation and that he will make contributions to a charitable organisation 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 organisation and is countersigned by an official representative of the religious organisation involved. A copy of the

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affidavit will be provided to the Association.

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9.02 The Association shall inform the Employer in writing of the authorised monthly deduction to be checked off for each employee.

9.03 For the purpose of applying clauses 9.01 and 9.02, 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.

9.04 No Employee Organisation, as defined in Part I, Article 3 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.

9.05 The amounts deducted in accordance with clauses 9.01 and 9.02 shall be remitted to the Treasurer of the Association by cheque within a reasonable period of time not to exceed two months after deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

9.06 The Association agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

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## **ARTICLE 10**

### **INFORMATION**

10.01 The Employer agrees to supply the Association on a quarterly basis with a list of all employees in the bargaining unit. The list referred to herein shall include the name and classification of each employee and shall be provided within one month following the termination of each period. The Employer also agrees to add to the above list the date of appointment for new employees.

10.02 The Employer agrees to supply each employee with a copy of the collective agreement and any amendments thereto.

10.03 Upon the written request of an employee, the Employer shall make available at a mutually satisfactory time any policy or directive which has a direct bearing on the requesting employee's terms and conditions of employment.

## **ARTICLE 11**

### **USE OF EMPLOYER FACILITIES**

#### **11.01 Bulletin Boards**

Reasonable space on bulletin boards will be made available to the Association for the posting of official notices, in convenient locations determined by the Employer and the Association. Notices or other material shall require the prior approval of the Employer, except notices relating to the business affairs of the Association and social or recreational events. The Employer shall have the right to refuse the posting of any information which he considers adverse to his interests

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or to the interests of any of his representatives.

11.02      **Association Literature**

The Employer will make available to the Association a specific location on its premises for the storage and placement of a reasonable quantity of Association files and literature.

**ARTICLE 12**

**LEAVE FOR STAFF RELATIONS MATTERS**

**PUBLIC SERVICE STAFF RELATIONS BOARD  
HEARINGS**

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

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12.01      Where operational requirements permit the Employer will grant leave with pay:

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

and

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

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



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12.02 Where operational requirements permit, the Employer will grant leave without pay:

(a) to an employee who represents the Association, in an application for certification or in an intervention,

and

(b) to an employee who makes personal representations with respect to a certification.

**Employee called as a Witness**

12.03 The Employer will grant leave with pay:

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

and

(b) where operational requirements permit, to an employee called as a witness by an employee or the Association.

**ARBITRATION BOARD HEARINGS**

**Employee Representative**

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

**Employee as a Witness**

12.05 The Employer will grant leave with pay to an

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employee called as a witness by an Arbitration Board and, where operational requirements permit, leave with pay to an employee called as a witness by the Association.

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## **ADJUDICATION**

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

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

and

- (c) a witness called by an employee who is a party to an Adjudication.

## **MEETINGS DURING THE GRIEVANCE PROCESS**

### **Employee Presenting Grievance**

12.07 Where operational requirements permit, the Employer will grant time off with pay to an employee who presents a grievance.

### **Employee Who Acts as Representative**

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

### **Grievance Investigations**

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

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will, where operational requirements permit, be given reasonable time off with pay for this purpose.

### **Contract Negotiations Meetings**

12.10 Where operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiations meetings on behalf of the Association.

### **Preparatory Contract Negotiations Meeting**

12.11 Where operational requirements permit, the Employer will grant leave without pay to an employee to attend preparatory contract negotiations meetings.

### **Other Meetings between the Association and Management**

12.12 Where operational requirements permit, the Employer will grant time off with pay to an employee who is meeting with management on behalf of the Association.

### **Association Meetings and Conventions**

12.13 Where operational requirements permit, the Employer will grant leave without pay to an employee to attend meetings and conventions provided in the constitution and by-laws of the Association.

### **Representatives Training Course**

12.14 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.



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## **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.
- \*    13.02        Any significant change affecting working conditions or conditions of employment shall be communicated to employees in writing at least thirty (30) calendar days prior to the introduction of the change, to the extent that this is possible.
- \*    13.03        Within five (5) working days of notification of consultation served by either party, each party shall notify the other in writing of the representative authorised to act on their behalf for consultation purposes.

## **ARTICLE 14**

### **LEAVE - GENERAL**

- 14.01        An employee is entitled, once in each calendar year, to be informed, upon request, of the balance of his vacation or sick leave with pay 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 in respect of the same period of time.



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14.04 An Employee is not entitled to leave with pay during periods he is on leave without pay, on educational leave or under suspension.

14.05 When the employment of an employee who has been granted more vacation or sick leave with pay than he has earned is terminated by death or lay off, the employee is considered to have earned the amount of leave with pay granted to him.

## **ARTICLE 15**

### **VACATION LEAVE**

15.01 The vacation year shall be from January 1st to December 31st, inclusive.

\* 15.02 **Accumulation of Vacation Leave Credits**

An employee shall earn vacation leave credits for each calendar month during which he receives pay for at least ten (10) days at the following rate:

- (a) (i) One and two-thirds ( $1 \frac{2}{3}$ ) days per month when employees have less than fifteen (15) years of continuous employment.
- (ii) Two and one-twelfth ( $2 \frac{1}{12}$ ) days per month when employees have more than fifteen (15) years of continuous employment.
- (iii) Two and one-half ( $2 \frac{1}{2}$ ) days per month when employees have more than twenty-nine (29) years of continuous employment.



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15.03      **Entitlement to Vacation Leave with Pay**

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

15.04      **Provision for Vacation Leave**

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

\*

15.05      **Replacement of Vacation Leave**

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,

or

- (c) is granted leave with pay because of illness in the immediate family,

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 **Carry Over**

- (a) Where in any vacation year an employee has not been granted all the vacation leave credited to him, the unused portion of his vacation leave shall be carried over.

(b) **Liquidation**

During any vacation year, upon application by the employee and at the discretion of the Employer earned but unused vacation leave credits in excess of fifteen (15) days may be paid at the employee's daily rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on December 31st.

15.07 **Recall From Vacation Leave**

- \* Subject to operational requirements, the Employer will make every reasonable effort to avoid the recall of employees from vacation leave.

Where, during any period of vacation leave, an

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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.

15.08 The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under clause 15.07 to be reimbursed for reasonable expenses incurred by him.

15.09 **Cancellation of Vacation Leave**

When the Employer cancels or alters a period of vacation leave which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action, when available, to the Employer.

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15.10      **Advance Payments**

The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, providing a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay before the employee's vacation period commences, and providing the employee has been authorised to proceed on vacation leave for the period concerned. Pay in advance of going on vacation shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlement and shall be recovered in full prior to any further payment of salary.

15.11      **Leave when Employment Terminates**

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

15.12      **Vacation Leave Credits for Severance Pay**

Where the employee requests, the Employer shall grant the employee his unused vacation leave credits prior to termination of employment if this will enable him, for purposes of severance pay, to complete the first year of continuous employment in the case of lay-off, and the tenth (10th) year of continuous employment in the case of resignation.

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15.13      **Recovery on Termination**

In the event of the termination of employment for reasons other than death, lay-off or work related disability (as defined by the Workplace Safety and Insurance Board) the Employer shall recover from any monies owed the employee, an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the rate of pay applicable to his classification on the date of termination.

15.14

- (a) For the purpose of clause 15.02 only, all continuous employment shall count toward vacation leave except where a person who, on leaving the House of Commons, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the House of Commons within one year following the date of lay-off.
- (b) Notwithstanding paragraph 15.14 (a) above, no employee shall have his currently recognised years of employment reduced by the implementation of this Article.

**ARTICLE 16**

**DESIGNATED PAID HOLIDAYS**

\* 16.01      Subject to clauses 16.02 and 16.03, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,

- 
- (c) Easter Monday,
  - (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
  - (e) St. John the Baptist Day,
  - (f) Canada Day,
  - (g) Labour Day,
  - (h) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
  - (i) Remembrance Day,
  - (j) Christmas Day,
  - (k) Boxing Day,
  - (l) one additional day in each year that, in the opinion of the Employer, is recognised to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Employer, no such day is recognised as a provincial or civic holiday, the first Monday in August,

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, except in the case of an employee who is granted leave without pay under the provisions of Article 12 (Leave for Staff Relations Matters).

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\* 16.03

- (a) On January 1<sup>st</sup> of each calendar year, each employee shall be credited with a bank of lieu days for all designated paid holidays which are either a scheduled day of work or a scheduled day of rest for the employee.
- (b) The employee shall from time to time, on request of the Employer, submit plans for scheduling the days off in lieu of designated paid holidays. Subject to operational requirements, the Employer shall make every reasonable effort to grant such days off in the amounts and at the times set out in the employee's plans.
- (c) During the span of a Parliament, the Employer reserves the right to schedule and carry forward the employee's days off in lieu of designated paid holidays where no acceptable plan has been submitted in accordance with paragraph (b) above, but shall provide reasonable consideration to scheduling such leave according to the employee's wishes.

\* 16.04 All or any portion of the bank of days off in lieu of designated paid holidays outstanding as at thirty (30) calendar days after the opening of the next Parliament shall, on request of the employee, be paid at the employee's applicable rate of pay on that date. The Employer reserves the right to schedule any remaining days off at a subsequent time, but shall provide reasonable consideration to scheduling such leave according to the employee's wishes.

\* 16.05 An employee whose employment with the Employer is terminated shall receive pay in lieu of accumulated but unused days off in lieu of designated paid holidays at the

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employee's daily rate of pay on the final day of employment.

- \* 16.06 Should an employee be required to work on a day which had been identified by the Employer as a designated paid holiday for the employee and not given at least five (5) calendar days' notice, the employee shall be paid:
- (a) time and one-half (1 1/2) for all hours worked up to the regular daily scheduled hours of work and double (2) time thereafter, in addition to the pay that he would have been granted had he not worked on the holiday.
  - (b) two (2) times the straight time rate for time worked by him on the holiday when the holiday is not his scheduled day of work and is contiguous to a day of rest on which he also worked and received overtime in accordance with clause 21.02.

## **ARTICLE 17**

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

17.01 In respect to applications for leave made pursuant to this Article, the employee may be required to provide satisfactory validation of the circumstances necessitating such requests.

17.02 **Bereavement Leave With Pay**

For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of



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the employee, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.

\* It is recognised 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 this Article.

- (a) When a member of his immediate family dies, an employee:
  - (i) shall be entitled to a bereavement period of five (5) consecutive calendar days which does not extend beyond the day following the day of the funeral. During such period he shall be paid for those days which are not regularly scheduled days of rest for that employee.
  - (ii) In addition, the employee may be granted up to two (2) days' leave with pay for the purpose of travel related to the death.
- (b) In special circumstances and at the request of the employee, the five (5) day bereavement period may be moved beyond the day following the day of the funeral but must include the day of the funeral.
- (c) An employee is entitled to up to one (1) day's bereavement leave with pay for the purpose related to the death of his grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

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- (d) 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 paragraphs (a), (b) or (c) 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.

\* 17.03 **Maternity Leave Without Pay**

(A) (1) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.

(a) Notwithstanding sub-clause 17.03 (A) (1) above:

(i) where the employee's new-born child is hospitalised within the period defined in sub-clause 17.03 (A) (1) above;

and

(ii) where the employee has proceeded on maternity leave without pay and then, upon request and with the concurrence of the Employer, returns to work for all or part of the period during which her new-born child is hospitalised;

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the period of maternity leave without pay defined in sub-clause 17.03 (A) (1) above may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalisation during which the employee returned to work, to a maximum of 17 weeks.

(b) The extension described in sub-clause 17.03 (A) (1) (a) above shall end no later than fifty-two (52) weeks after the termination date of pregnancy.

(2) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.

(3) An employee who has not commenced maternity leave without pay may elect to:

(a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;

(b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in 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

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of absence during which termination of pregnancy is expected to occur.

- (C) Leave granted under this clause shall be counted for the calculation of *continuous employment* for the purpose of calculating severance pay and *service* for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

\* **17.04      Maternity Allowance**

- (A) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clause 17.04 (B), provided that she:

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

and

- (3) has signed an agreement with the Employer stating that:
  - (a) she will return to work on the expiry date of her maternity leave without pay unless this date is modified with the Employer's consent;



- (b) within eighteen (18) months following her return from maternity leave without pay, she will work an amount of hours paid at straight-time calculated by multiplying the number of hours in the work week on which her maternity allowance was calculated by twenty-six (26);
    - (c) should the employee fail to return to work as per the provisions of sub-clauses 17.04 (A) (3) (a) and (b) for reasons other than death or lay-off, the employee recognises that she is indebted to the Employer for the amount received as a maternity allowance, proportionate to the amount of hours not worked in relation to the hours to be worked as specified in sub-clause 17.04 (A) (3) (b) above.
  - (4) for the purpose of sub-clause 17.04 (A) (3) (b), periods of leave with pay shall count as time worked.
- (B) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- (1) (a) where an employee is subject to a waiting period of two (2) weeks before receiving EI maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other moneys earned during this period;

and

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- (b) for each week that the employee receives a pregnancy benefit pursuant to section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the EI benefit she is eligible to receive and nine-three per cent (93%) of her weekly rate of pay less any other moneys earned during this period.
- (2) the maternity allowance to which an employee is entitled is limited to that provided in sub-clause 17.04 (B) (1) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *EI Act*.
- (3) The weekly rate of pay referred to in sub-clause 17.04 (B) (1) shall be:
- (a) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
- (b) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in sub-clause 17.04 (B) (3) (a) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.

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- (4) (a) The weekly rate of pay referred to in sub-clause 17.04 (B) (3) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
  - (b) Notwithstanding sub-clause 17.04 (B) (4) (a), and subject to sub-clause 17.04 (B) (3) (b), if, on the day immediately preceding the commencement of maternity leave without pay, an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (5) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
  - (6) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

\* **17.05**      **Special Maternity Allowance for Totally Disabled Employees**

- (A) An employee who:
  - (1) fails to satisfy the eligibility requirement specified in sub-clause 17.04 (A) (2) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employee Compensation Act*



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prevents her from receiving EI maternity benefits;

and

- (2) has satisfied all of the other eligibility criteria specified in sub-clause 17.04 (A) except sub-clauses 17.04 (A) (3) (a) and (b);

shall be paid, in respect of each week of maternity allowance not received for the reason described in sub-clause 17.05 (A) (1), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan, the PSMIP or via the *Government Employees Compensation Act*.

- (B) An employee shall be paid an allowance under this clause and under clause 17.04 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to section 22 of the *EI Act* had she not been disqualified from EI maternity benefits for the reasons described in sub-clause 17.05 (A) (1) above.

\* **17.06 Parental Leave without Pay**

- (A) An employee who becomes a parent through the birth of a child or the adoption of a child below the age of majority shall, upon request, be granted parental leave without pay for a single period of up to twenty-four (24) consecutive weeks beginning on or after the date of the child's birth or the date of acceptance of custody of the child for adoption.

- (B) The period of parental leave without pay shall end:

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(1) no later than forty-one (41) weeks after the child is born, or, in the case of adoption, no later than twenty four (24) weeks after the date of acceptance of custody of the child for adoption;

(2) where the period of maternity leave without pay is extended as described in sub-clause 17.03 (A) (1) (a) above, is followed by a period of parental leave without pay taken by the employee, or in the case of a House of Commons couple, by the employee's spouse or common-law spouse, no later than fifty-two (52) weeks after the day the child is born;

and

(3) in all other cases, no later than twenty-four (24) weeks after the day the child is born or the acceptance of custody of the child for adoption.

(C) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the child or as soon as the application for adoption has been approved by the adoption agency.

(D) (1) The Employer may require an employee to submit a birth certificate or proof of adoption for the child.

(2) Parental leave without pay taken by a House of Commons couple shall not exceed a total of twenty-four (24) weeks for both employees combined.

(E) Leave granted under this clause shall count for the calculation of *continuous employment* for the purpose of calculating severance pay and *service* for the purpose of

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calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

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\* **17.07**      **Parental Allowance**

(A) An employee who has been granted parental leave without pay shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clause 17.07 (B) below, providing he or she:

- (1) has completed six (6) months of continuous employment before the commencement of parental leave without pay;
- (2) provides the Employer with proof that he or she has applied for and is in receipt of Employment Insurance (EI) parental benefits pursuant to section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer.

and

- (3) has signed an agreement with the Employer stating that he or she:
  - (a) will return to work on the expiry date of his or her parental leave without pay, unless this date is modified with the Employer's consent;
  - (b) within eighteen (18) months of his or her return from parental leave without pay, the employee will work an amount of hours paid at straight-time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by twenty-six (26);

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- (c) should the employee fail to return to work as per the provisions of sub-clauses 17.07 (A) (3) (a) and (b) for reasons other than death or lay-off, the employee recognises that he or she is indebted to the Employer for the amount received as a parental allowance, proportionate to the amount of hours not worked in relation to the hours to be worked as specified in sub-clause 17.07 (A) (3) (b) above.
  - (4) for the purpose of sub-clause 17.07 (A) (3) (b), periods of leave with pay shall count as time worked.
- (B) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (1) (a) where an employee is subject to a waiting period of two (2) weeks before receiving EI parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for each week of the waiting period, less any other moneys earned during this period;
  - (b) other than as provided in sub-clause 17.07 (B) (1) (c) below, for each week in respect of which the employee receives EI parental benefits pursuant to section 23 of the *Employment Insurance Act*, the difference between the gross amount of the EI parental benefits he or she is initially eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay, less any other moneys earned during this period;

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- (c) where the employee becomes entitled to an extension of parental benefits pursuant to subsection 12 (7) of the *EI Act*, the parental allowance payable under the SUB Plan described in sub-clause 17.07 (B) (1) (b) will be extended by the number of weeks of extended benefits which the employee receives under that subsection.
- (2) The parental allowance to which an employee is entitled is limited to that provided in sub-clause 17.07 (B) (1) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *EI Act*.
- (3) The weekly rate of pay referred to in sub-clause 17.07 (B) (1) shall be:
- (a) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
  - (b) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in sub-clause 17.07 (B) (3) (a) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.

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- (4) (a) The weekly rate of pay referred to in sub-clause 17.07 (B) (3) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
  - (b) Notwithstanding sub-clause 17.07 (B) (4) (a), and subject to sub-clause 17.07 (B) (3) (b), if, on the day immediately preceding the commencement of parental leave without pay, an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (5) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
  - (6) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

\* **17.08**      **Special Parental Allowance for Totally Disabled Employees**

- (A) An employee who:
  - (1) fails to satisfy the eligibility requirement specified in sub-clause 17.07 (A) (2) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents the employee from receiving EI parental

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benefits;

and

- (2) has satisfied all of the other eligibility criteria specified in sub-clause 17.07 (A) except sub-clauses 17.07 (A) (3) (a) and (b);

shall be paid, in respect of each week of benefits under the parental allowance not received for the reasons described in sub-clause 17.08 (A) (1), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan, the PSMIP, or via the *Government Employees Compensation Act*.

- (B) An employee shall be paid an allowance under this clause and under clause 17.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to section 23 of the *EI Act*, had the employee not been disqualified from EI parental benefits for the reasons described in sub-clause 17.08 (A) (1) above.

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

Subject to operational requirements an employee shall be granted leave without pay for the 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 four (4) weeks in advance of the commencement date of such leave;



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- (b) leave granted under this clause shall be for a minimum period of six (6) weeks;
  - (c) the total leave granted under this clause should not exceed two (2) years during an employee's total period of employment in the House of Commons;
  - (d) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave;
  - (e) time spent on such leave shall not be counted for pay increment purposes.

17.10 **Leave Without Pay for Personal Needs**

- (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 House of Commons. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.

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- (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 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.

17.11 **Marriage Leave With Pay**

\* After the completion of six (6) months continuous employment, and providing an employee gives the Employer at least twenty (20) calendar days' notice, he/she shall be granted five (5) consecutive working days leave with pay for the purpose of getting married. The period of leave shall normally include the wedding day.

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

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependant children (including children of legal or common-law spouse), parents (including step-parents 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:



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- (i) an employee is expected to make every reasonable effort to schedule medical or dental appointments for dependant family members to minimise or preclude his absence from work, however, when alternative arrangements are not possible an employee shall be granted up to one-half (1/2) day for a medical or dental appointment when the dependant 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) days of leave with pay to provide for the immediate and temporary care of a member of the employee's family and, in the case of illness to provide an employee with time to make alternate care arrangements;
  - (iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;
- (c) The total leave with pay which may be granted under sub-clauses 17.12 (b) (i), (ii) and (iii) shall not exceed five (5) days in a calendar year.

17.13 **Court Leave with Pay**

Leave with pay shall be given to every employee,

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other than an employee already on leave without pay, on education leave, or under suspension who 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 order 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 authorised by law to compel the attendance of witnesses before it,

or

(v) before an arbitrator or umpire or a person or body of persons authorised by law to make an inquiry and to compel the attendance of witnesses before it.

(d) Notwithstanding sub-clause 17.13 (c), where the

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employee's involvement in the proceedings as a witness arises out of his/her employment outside the House of Commons, leave without pay shall be granted.

17.14      **Injury-on-Duty Leave with Pay**

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a Provincial Worker's Compensation Board that he is unable to perform his duties because of:

- (a) personal injury accidentally received in the performance of his duties and not caused by the employee's wilful misconduct,
- (b) sickness resulting from the nature of his employment,

or

- (c) exposure to hazardous conditions in the course of his employment;

if the employee agrees to pay to the Receiver General of Canada any amount received by him for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure.

17.15      **Personnel Selection Leave**

Where an employee participates in a personnel selection process for a position on Parliament Hill, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the



selection process.

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17.16      **Election Leave**

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 three (3) consecutive hours during the period the polls are open;

(b)      Quebec Elections and Referenda, both Provincial and Municipal

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

(c)      Ontario Elections and Referenda, both Provincial and Municipal

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

17.17      **Other Leave With or Without Pay**

At it discretion, the Employer may grant leave with or without pay for purposes other than those specified in this Agreement.

17.18      **General**

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.



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## **ARTICLE 18**

### **SICK LEAVE**

#### **18.01 Credits**

An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he receives pay for at least ten (10) days.

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 sub-clause 18.02 (a).

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

18.05 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same

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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 an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 18.02, sick leave with pay may, at the discretion of the Employer, be granted:

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

or

- (b) for a period of up to fifteen (15) days if he has not submitted an application for injury-on-duty leave,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for other than death, work related disability as defined by the Workplace Safety and Insurance Board, or lay-off, the recovery of the advance from any monies owed the employee.

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

18.08 An employee's accumulated sick leave credits with a previous Employer as defined in sub-clause 2.01 (r), shall be recognised by the Employer.

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18.09 The Employer agrees that an employee recommended for release from employment for incapacity by reason of ill-health shall not be released at a date earlier than the date at which the employee will have utilised his or her accumulated sick leave credits.

## **ARTICLE 19**

### **SEVERANCE PAY**

19.01 Under the following circumstances and subject to clauses 19.02 and 19.03, an employee shall receive severance benefits calculated on the basis of his weekly rate of pay:

(a) **Lay-Off**

- (i) On lay-off, two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment.
- (ii) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment, less any period in respect of which he was granted Severance Pay under 19.01 (a) (i) above.

(b) **Resignation**

On resignation, subject to sub-clause 19.01 (c) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

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Notwithstanding the above, for employees hired prior to July 8, 1985 the amount of severance pay shall be one (1) week's pay for each completed year of continuous employment with a maximum benefit of twenty-eight (28) weeks' pay.

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(c) **Retirement**

On retirement, when an employee is entitled to an immediate annuity or to an immediate annual allowance under the *Public Service Superannuation Act*, a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay.

(d) **Death**

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay regardless of any other benefit payable.

(e) **Rejection on Probation**

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-

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seven (27) weeks.

(f) **Termination for Incapacity or Incompetence**

When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for incapacity or incompetence, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

19.02

- (a) For the purpose of this Article, all continuous employment shall count for the purpose of calculating severance pay.
- (b) Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under clause 19.01 be pyramided.

19.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in his certificate of appointment, immediately prior to the termination of his employment.

**ARTICLE 20**

**HOURS OF WORK**

20.01 For the purpose of this Article, a week shall consist of seven (7) consecutive days beginning at 00:01 hours

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Monday morning and ending at 24:00 hours Sunday. The day is a twenty-four (24) hour period commencing at 00:01 hours.

- \* 20.02 Within five (5) working days of notification of consultation served by either party, the Association shall notify the Employer in writing of the representative authorised to act on behalf of the Association for consultation purposes.

20.03 **Day Work**

- (a) Subject to clause 20.04, the scheduled workweek shall be thirty-five (35) hours from Monday to Friday inclusive, and the scheduled workday shall average seven (7) consecutive hours, exclusive of a lunch period.
- (b) Employees shall be informed by written notice of their scheduled hours of work. Changes to the scheduled hours shall normally be by written notice to the employee(s) concerned, and shall normally be given one (1) week in advance.
- (c) Day work may be performed at any time during the day between 0700 hours and 1800 hours. No premium shall be paid other than for overtime hours worked.

20.04 It is understood by the parties that the provisions of clause 20.03 will not be applicable in respect of employees whose workweek is less than thirty-five (35) hours per week.



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20.05 Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his weekly hours of employment in a period of other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-five (35) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-eight (28) day period, such employee shall be granted days of rest on such days as are not scheduled as a normal workday for him.

Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

20.06 **Shift Work**

When, because of the operational requirements of the Service, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees, over a period of not more than seventy (70) calendar days:

- (a) work an average of thirty-five (35) hours per week;
- (b) obtain an average of two (2) days of rest per week;
- (c) usually obtain at least two (2) consecutive calendar days of rest at any one time, except when days of rest are separated by a designated paid holiday which is not worked.

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20.07 The standard shifts will be from 0700 to 1500 hours, 0730 to 1930 hours, 0730 to 1530 hours, 0745 to 1545 hours, 0800 to 1600 hours, 0900 to 1700 hours, 0920 to 1550 hours, 1000 to 1800 hours, 1000 to 2200 hours, 1020 to 1840 hours, 1215 to 2005 hours, 1300 to 2100 hours, 1320 to 1820 hours, 1500 to 2300 hours, 1530 to 2330 hours, 1600 to 2400 hours, and from 1930 to 0730 hours.

20.08 Where shifts are to be changed so that they are different from those specified in clause 20.07, the Employer, except in cases of emergency, will consult in advance with the Association on the timing of such shifts.

20.09 It is recognised that certain continuous operations require some employees being on the job for a full shift. In these operations, such employees will be paid for a one (1) hour meal period because they will not be able to leave the work place for a meal break. A specified meal period shall be provided as close to the mid-point of the shift as possible. The one (1) hour meal period will be subject to the applicable overtime provisions.

20.10 It is also recognised that the meal period may be staggered for employees on continuous operations.

20.11 The Employer will make every reasonable effort:

- (a) not to schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift.

and

- (b) to avoid excessive fluctuation in hours of work.

20.12 The staffing, preparation, posting and

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administration of shift schedules is the responsibility of the Employer.

20.13

- \* (a) The Employer shall set up a master shift schedule for a seventy (70) calendar-day period, posted fifteen (15) working days in advance, which will cover the normal requirements of the work area.
- \* (b) Employees subject to the "change of duties schedule" and not subject to the master shift schedule will normally be informed of their scheduled hours of work by published notice fifteen (15) calendar days in advance.

20.14 Provided sufficient advance notice is given, the Employer may at his discretion authorise employees to exchange shifts.

- \* 20.15 An employee who is required to change his shift schedule without receiving at least five (5) calendar days' notice in advance of the starting time of the change of his shift schedule, shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1 1/2). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.

- \* 20.16 An employee on day work whose hours of work are changed to shift work, as provided in clause 20.07, and who has not received at least five (5) calendar days' notice in advance of the starting time of such change, shall be paid for the first day or shift worked as a result of such change at the rate of time and one-half (1 1/2). Subsequent days or shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.



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20.17 Notwithstanding the provisions of clauses 20.06 to 20.13, consultation may be held with a view to establishing shift schedules which may be different from those currently established under clause 20.06. Such consultation will include all aspects of arrangements of shift schedules. Such new schedules must be approved by the Association and Employer before implementation.

Both parties will endeavour to meet the preferences of the employees in regard to such arrangements.

It is understood that the flexible application of such arrangements must not be incompatible with the intent and spirit of provisions otherwise governing such arrangements. Such flexible application of this clause must respect the average hours of work over the duration of the master schedule, and must be consistent with the operational requirements as determined by the Employer.

20.18 **Rest Periods**

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

**GENERAL**

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

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

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



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

## **ARTICLE 21**

### **OVERTIME**

#### 21.01 **Assignment of Overtime Work**

- \* (a) Subject to the operational requirements of the Service, the Employer shall make every reasonable effort to avoid excessive overtime and to offer overtime work on an equitable basis among readily available qualified employees within the same rank requiring the overtime.
- (b) Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.

#### 21.02 **Overtime Compensation**

Subject to clause 21.03, an employee who is required to work overtime is entitled to compensation at time and one-half (1 1/2) for all overtime hours worked.

21.03 Subject to clause 21.04, an employee is entitled to double (2) time for each hour of overtime worked by him:

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- (a) when he is required to work on a second or subsequent day of rest, provided he also worked on the first day of rest. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may, however, be separated by a designated paid holiday;

or

- (b) after seven (7) hours of overtime in a calendar day;

or

- (c) in excess of seven (7) consecutive hours of overtime in any period of contiguous overtime.

21.04 An employee is entitled to overtime compensation under clauses 21.02 and 21.03 for each completed fifteen (15) minutes of overtime worked by him:

- (a) when the overtime work is authorised in advance by the Employer or is in accordance with standard operating instructions;

and

- (b) when the employee does not control the duration of the overtime work.

21.05 Employees shall record starting and finishing times of overtime work in a manner determined by the Employer.

21.06

- (a) Overtime shall be compensated in cash except that, upon request of an employee and approval of the



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Employer, the compensation shall be in equivalent leave with pay.

- (b) Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for in cash.
- (c) The Employer shall pay cash overtime compensation by the twenty-first (21) day of the month following the month after which it is earned.

21.07

- \* (a) An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed his expenses for one meal in the amount of seven dollars (\$7.00) except where free meals are provided. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.
- \* (b) When an employee works overtime continuously 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 seven dollars (\$7.00), except where free meals are provided. Reasonable time with pay to be determined by management, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.

21.08 For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.

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21.09 Compensation under this Article shall not be paid for overtime worked by an employee at courses, training sessions, conferences, seminars, consultation committees, and personnel selection for a position on Parliament Hill.

21.10 When an employee reports to work as requested by the Employer, at a time which is not contiguous to his work period, any time outside his normal working hours or on a day of rest he shall be entitled to the greater of:

(a) a minimum of three (3) hours' pay at the applicable overtime rate,

or

(b) compensation at the applicable overtime rate for each hour worked.

21.11 **Transportation**

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

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

or

\* (b) works four (4) hours of contiguous overtime and leaves work after 2200 hours.

\* (c) notwithstanding the above, when employees are

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required to work unscheduled overtime,  
Management reserves the right to make exceptions  
to 21.11 (a) and (b) when individual circumstances  
warrant.

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

## **ARTICLE 22**

### **PAY ADMINISTRATION**

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

- (a) The rates of pay set forth in Appendix "A" shall become effective on the date specified therein.
- (b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of the collective agreement the following shall apply:
  - (i) "retroactive period" for the purpose of paragraphs (ii) and (iii) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the collective agreement is signed;
  - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees, or in the case of death, the estates of former employees who were employees in the bargaining unit during the retroactive period.

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- (iii) rates of pay shall be paid in an amount equal to what would have been paid had the collective agreement been signed on the effective date of the revision in rates of pay;

22.02 Only rates of pay and compensation for overtime which has been paid to an employee during the retroactive period will be recomputed and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the employee.

22.03 When two or more of the following actions occur on the same date, namely appointment, pay increment and/or pay revision, the employee's rate of pay shall be calculated in the following sequence:

- (a) he shall receive his pay increment;
- (b) his rate of pay shall be revised;
- (c) his rate of pay on appointment shall be established in accordance with this Agreement.

\* 22.04 **Acting Pay**

When an employee is required by the Employer to substantially perform the duties of a higher position on an acting basis for a period of at least one full shift or working day, he shall be paid acting pay calculated from the date on which he commenced to act as if he had been promoted to that higher position for the period in which he acts, such pay to be determined in accordance with clauses 22.10 and 22.11.

22.05 When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.



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22.06 When an employee is granted leave of absence with pay during the qualifying period, such leave of absence will not break the qualifying period but will extend the qualifying period by an amount equal to the period of leave of absence with pay.

22.07 **Pay Increment Administration**

An employee other than an employee whose performance is evaluated as unsatisfactory shall be granted pay increments until the maximum rate of the range established for his classification is reached.

22.08 **Pay Increment Periods**

- (a) **Full-Time Employees**: The pay increment period for full-time employees is twelve (12) months. A pay increment shall be to the next rate in the scale of rates.
- (b) **Part-Time Employees**: A part-time employee shall be entitled to receive a pay increment when he has worked a total of eighteen hundred and twenty (1,820) straight-time hours during a period of employment, provided that the maximum rate for the employee's level is not exceeded.
- (c) Notwithstanding paragraph (a) above, the pay increment period for employees appointed to level 1 (recruitment), should be six (6) months.

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22.09      **Pay Increment Date**

The pay increment date for a full-time employee appointed to a position classification in the bargaining unit upon promotion, demotion or from outside the House of Commons of Canada shall be the anniversary date of such appointment. Notwithstanding the above, employees appointed to a position in the Bargaining Unit prior to April 1, 1988, the increment shall be paid on his established quarterly increment date.

22.10      **Rate of Pay on Promotion**

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

22.11      **Rate of Pay on Appointment to a Position with a Classification Level Having--**

(a) the same maximum rate of pay,

or

(b) a maximum rate which exceeds his former maximum rate by less than four percent

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

22.12 **Rate of Pay on Demotion**

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

22.13 **Rate of Pay on Reclassification to a Level with a Lower Maximum Rate**

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

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- (a) Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.
  - (b) Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In respect to the pay of the incumbent, this may be cited as Salary Protection Status and subject to subclause (c) (ii) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level.
  - (c)
    - (i) The Employer will make a reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group and/or level of the position.
    - (ii) In the event that an incumbent declines an offer of transfer to a position as in (i) above without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.

22.14 The Employer agrees to continue the past practice of making deductions from salary for other purposes on the basis of the production of appropriate documentation.

- \* 22.15 There will no compensation paid for the extra hour worked and conversely, there will be no reduction in compensation for the hour not worked due to the time conversion in Spring and Fall as a result of the implementation and withdrawal of daylight saving time.

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## ARTICLE 23

### TRAVELLING TIME

23.01 When the Employer requires an employee to travel outside the National Capital Region for the purpose of performing duties, the employee shall be compensated in the following manner:

- (a) On a normal working day on which he travels but does not work, the employee shall receive his regular pay for the day.
  
- (b) On a normal working day on which he travels and works, the employee shall be
  - (i) compensated at his regular pay for the day for a combined period of travel and work not exceeding seven (7) hours,
  
  - and
  
  - (ii) compensated at the applicable overtime rate for additional travel time in excess of seven (7) hour period of work and travel, with a maximum compensation for such additional travel time not to exceed seven (7) hours pay at the straight-time rate in any day.
  
- (c) On a day of rest or on a designated paid holiday, the employee shall be compensated at the applicable overtime rate for hours travelled to a maximum of seven (7) hours pay at the straight-time rate.

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23.02 For the purpose of clause 23.01, the travelling time for which an employee shall be compensated is as follows:

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

23.03 All calculations for travelling time shall be based on each completed period of fifteen (15) minutes.

23.04 Upon application by the employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form of compensatory leave.

23.05 This Article does not apply to an employee required to perform work in any type of transport in which he is travelling. In such circumstances, the employee shall receive pay for actual hours worked in accordance with the Articles (Hours of Work, Overtime).

23.06 The provisions of this Article do not apply to an employee during his stay at an intermediate stopover or final destination.

23.07 Additional compensation under this Article shall

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not be recognised for travel time to courses, training sessions, conferences and seminars.

## **ARTICLE 24**

### **TRAVEL EXPENSES**

#### **24.01 Travel on Business for the House of Commons**

The Employer shall reimburse each employee for all reasonable legitimate expenses necessarily incurred while travelling on official business in accordance with the provisions of the House of Commons' Travel Policy and Financial Bulletins.

## **ARTICLE 25**

### **STANDBY**

25.01 Where the Employer requires an employee to be available on standby during off-duty hours, such employee shall be entitled to a standby payment at the rate of one-half (1/2) hour at straight time rate for each four (4) consecutive hours or portion thereof that he is on standby.

25.02 An employee designated by letter or by list for standby duty shall be available during his 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.

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

25.04 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.

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

### **No pyramiding of payments**

25.06 Payments provided under the Overtime Article and clause 25.04 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

## **ARTICLE 26**

### **SHIFT AND WEEKEND PREMIUMS**

\* 26.01 **Shift Premium**

An employee on shift work shall receive a shift

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premium of one dollar (\$1.00) per hour for all hours worked between 17:00 and 08:00 hours. The shift premium will not be paid for hours worked between 08:00 and 17:00 hours.



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26.02      **Weekend Premium**

- \*            (a)    Effective June 1, 1998, employees shall receive an additional premium of one dollar (\$1) per hour for work on a Saturday and/or Sunday for hours worked as stipulated in sub-clause 26.02 (b) below;
- (b)    weekend premium shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.

**ARTICLE 27**

**STATEMENT OF DUTIES**

27.01        Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his position, including the classification level and an organisation chart depicting the position's place in the organisation.

**ARTICLE 28**

**CLOTHING**

- \*            28.01        All employees designated for uniformed service including the Traffic Division, on commencing employment, shall receive an initial issue, at the expense of the House of Commons, of the following items of clothing:
- (a)    1 cap badge
- (b)    1 belt
- (c)    1 peaked cap
- (d)    1 rainproof cap cover

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- (e) 1 winter parka
  - (f) 1 rainproof coat
  - (g) 1 pair of lined gloves
  - (h) 1 pair of white gloves
  - (i) 6 pairs of socks (females may exchange socks for panty hose at the ratio of 1 pair of socks equals 3 pairs of panty hose)
  - (j) 1 pair of overshoes or rubbers
  - (k) 1 pen and eye glass case
  - (l) 1 scarf
  - (m) 2 pairs of shoes or boots (females may choose 1 pair of ceremonial shoes in lieu of 1 pair of regular issue shoes)
  - (n) 12 shirts
  - (o) 2 pairs of trousers (males)
  - (p) 1 pair of trousers and 1 skirt or a combination totalling two items
  - (q) 2 ties
  - (r) 1 tunic
  - (s) 1 sweater
  - (t) 1 white shirt (long sleeves)
  - (u) 1 white lanyard
  - (v) 1 white belt and buckle
  - (w) 1 flashlight and case
  - (x) 1 badge and 1 wallet
  - (y) 1 bomber jacket
  - (z) 1 radio earpiece and 1 pouch
  - (aa) 1 pair of handcuffs and 1 case
  - (bb) 1 tie clip
  - (cc) 1 key clip
  - (dd) 1 duty belt
  - (ee) 1 biohazard kit

\* 28.02

- (a) Initial issue of items in 28.01 will be timed in keeping with seasonal requirements.



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- (b) Items 28.01 (g), (h), (i), (j), (k), (l), (m), (n), (q), (s) and (t) may be retained by the employee upon termination of employment. Other items must be returned to the Employer upon termination.

\* 28.03

- (a) Items of clothing listed in Article 28.01 (i) will be issued annually in the same quantity.
- (b) Items listed in Article 28.01 (n) will be issued annually to a maximum of two shirts.
- (c) All other items of clothing will be replaced at the Employer's discretion.

\* 28.04 An employee, designated for uniformed service, who becomes pregnant shall, upon request, receive the following maternity items of clothing (a combination of two items from (c), (d) or (e) will be provided):

- (a) 4 blouses (to issue with pants only)
- (b) 1 tunic
- (c) 1 pair of pants
- (d) 1 jumper
- (e) 1 jump-suit

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

\* 28.05 Employees shall be responsible for the proper care and maintenance of their issued items of clothing, except that:

- (a) employees' items of clothing damaged or destroyed in the line of duty shall be repaired or replaced at the Employer's expense;



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- (b) a tunic, one pair of pants or skirt and two ties may be dry cleaned by the Employer up to two times per month and one bomber jacket and one parka may be dry cleaned by the Employer once a year;
  - (c) employees will receive a shirt cleaning allowance of \$11.50 per month.

28.06 Additional items of clothing may be purchased at cost by employees, subject to availability.

## **ARTICLE 29**

### **TRAFFIC DIVISION CLOTHING**

\* 29.01 All employees designated for uniformed service in the Traffic Division, on commencing employment, shall receive an initial issue of items listed in 28.01 and the following items (at the expense of the House of Commons):

- (a) 1 breezy summer hat
- (b) 1 winter fur hat
- (c) 1 arctic parka
- (d) 1 pair of winter gloves or mitts
- (e) 1 pair of spring and fall gloves
- (f) 4 pairs of winter socks
- (g) 1 pair of winter boots
- (h) 4 winter shirts (long sleeve)
- (i) 2 pairs of winter trousers
- (j) 1 pair of thermal underwear or 1 pair of nylon thermal pants
- (k) 1 reversible raincoat
- (l) 1 pair of sunglasses

29.02

(a) Initial issue of items in 29.01 will be timed in keeping with seasonal requirements.

\* (b) Items in 29.01 (b), (d), (e), (f), (g), (h) and (j) may be retained by the employee upon termination of employment. Other items must be returned to the employer upon termination.

### 29.03

\* (a) Items of clothing listed in Article 28.01 (n) and 29.01 (h) will be issued annually up to a maximum of two shirts (any combination of short or long sleeve shirts).

\* (b) Items listed in Article 29.01 (f) will be issued annually in the same quantity.

(c) All other items of clothing will be replaced at the Employer's discretion.

29.04 Employees shall be responsible for the proper care and maintenance of their issued items of clothing, except that:

\* (a) employees' items of clothing damaged or destroyed in the line of duty shall be repaired or replaced at the Employer's expense;

\* (b) a tunic, one pair of pants or skirt and two ties may be dry cleaned by the Employer up to two times per month and one bomber jacket and one parka may be dry cleaned by the Employer once a year;

\* (c) employees will receive a shirt cleaning allowance of \$11.50 per month.

29.05 Additional items of clothing may be purchased at



cost by employees, subject to availability.



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## ARTICLE 30

### CLOTHING ALLOWANCE

#### 30.01

- \* (a) Effective June 1, 1998, employees required to report for duty in civilian clothes on a regular basis shall receive an allowance in the amount of:
    - \* (i) for male employees, twelve hundred dollars (\$1200) per year or one hundred dollars (\$100) per month,
    - \* (ii) for female employees fourteen hundred dollars (\$1400) per year or one hundred seventeen (\$117) per month,
- at the Employer's discretion.
- b) Employees who are not required to report for duty in civilian clothing on a regular basis but who are required to do so for a period of ten (10) working days or more per month, shall receive an allowance of sixty-five dollars (\$65) per month.

#### 30.02

- (a) Employee's items of clothing (except stockings and nylons) damaged or destroyed in the line of duty shall be repaired or replaced at the Employer's expense.
- \* (b) employees in receipt of the above clothing allowance will also receive a shirt laundering allowance of eleven dollars and fifty cents (\$11.50) per month.

- 
- (c) additionally, such employees may have a suit or skirt or dress dry cleaned by the Employer up to two times per month.

### **ARTICLE 31**

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

#### 31.01

- (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. A copy of the assessment form will be provided to him at that time. An employee's signature on his assessment form will 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.
- (b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.

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31.02

- (a) Prior to an employee performance review the employee shall be given:
  - (i) the evaluation form which will be used for the review;
  - (ii) any written documentation which provides instructions to the person conducting this review;
- (b) if during the employee performance review, either the form or instructions are changed they shall be given to the employee.

31.03 Upon written request of an employee, the personnel file of that employee shall be made available twice per year for his examination in the presence of an authorised representative of the Employer.

## **ARTICLE 32**

### **AGREEMENT RE-OPENER**

32.01 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 calendar month after receipt of such notice.

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## ARTICLE 33

### SAFETY AND HEALTH

\* 33.01       The Employer will carry on its operations in a manner that will not endanger the health and safety of any of its employees and shall adopt and carry out reasonable precautions, procedures and techniques designed or intended to prevent or reduce the risk of physical injury in its operations. An employee shall take all reasonable and necessary precautions to ensure his own safety and the safety of his fellow employees. The working environment and facilities will be maintained in a clean and sanitary condition by the Employer.

\*

33.02       The Employer shall continue to give full and complete consideration to the capabilities of an employee for assignments involving climbing.

- (a)   Where an employee deems it unsafe for him to undertake work alone and the situation presents a clear and definite hazard to life and limb, it shall be his responsibility to notify his supervisor, or if that is not possible, to summon help as is required. If neither course of action is possible, and if the situation still presents a clear and definite hazard to life and limb, he may refuse to complete the job, pending the elimination or lessening of the hazardous situation. Nevertheless, if the perceived hazard does not present a situation of imminent danger, the complaint shall be referred to the Health and Safety Committee.
  
- (b)   Notwithstanding the above and where it can be shown that the situation did not present a clear and definite hazard to life and limb, the employee may

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be subject to the appropriate disciplinary measure.

33.03 The Employer shall supply adequate protective clothing and/or safety devices for employees where conditions require their use. When such clothing or devices are supplied for an employee's protection, their use is mandatory. The employee shall not be held responsible for the maintenance or the normal wear or accidental damage caused to the protective clothing and/or safety devices supplied to him by the Employer.

33.04 The Employer agrees to discuss the health and safety aspects of equipment with the Joint Health and Safety Committee wherever Health and Safety problems with regards to its use are raised by the employees concerned.

33.05 **Health and Safety Committee**

- (a) The Employer will establish a Health and Safety Committee which will have the following powers:
  - (i) shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the Committee;
  - (ii) shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the Committee;
  - (iii) shall cooperate with any occupational health service established to serve the workplace;
  - (iv) may establish and promote safety and health programs for the education of the employees represented by the Committee;



- 
- (v) shall, within reason, participate in inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters;
  - (vi) may develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;
  - (vii) shall monitor on a regular basis programs, measures and procedures related to the safety and health of employees;
  - (viii) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;
  - (ix) shall cooperate with the Safety Officers;
  - (x) may request from the Employer such information as the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the workplace;

and

- (xi) shall have full access to all reports prepared by the Employer or Union or at the Employer's or Union's request, relating to the safety and health of the employees

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represented by the Committee, but shall not have access to the medical records of any person except with the consent of that person.

- (b) The Protective Services Group shall have two members on this Committee.
- (c) Meetings may be held at least once each quarter. Special meetings required on an urgent basis shall be held at the call of either co-chairperson, who should both be present at that meeting. The absence of one of the co-chairpersons will not prevent the holding of an emergency meeting.
- (d) The Committee will establish procedures for the conduct of its meetings as it considers advisable.
- (e) Minutes of each committee meeting shall be distributed in both official languages to all committee members and posted on designated bulletin boards.
- (f) The Committee shall have two (2) co-chairpersons of equal standing chosen from the members of the Committee, one being an employee representative selected by the employee representatives in the Committee and the other being a managerial representative selected by the managerial representatives on the Committee. The chairmanship shall alternate quarterly or as agreed by the Committee.
- (g) A secretary will be selected by the Committee but need not be a member of the Committee. The secretary's duties will include the keeping of minutes, records and the preparation of agendas.



- 
- (h) The Committee shall have the authority to create sub-committees where needed. The sub-committees may include advisors who are not Committee members.

33.06 Matters referred to the Health and Safety Committee shall be dealt with in an expeditious and appropriate manner. In the event that a complaint is not resolved by the Health and Safety Committee, employee(s) may file a grievance that would be expeditiously processed in accordance with Article 37.

33.07 The Employer will grant reasonable time off with pay to the Association representatives to attend meetings of the Health and Safety Committee.

## **ARTICLE 34**

### **HEALTH AND INSURANCE BENEFITS**

34.01 Current practices will prevail for the duration of this Agreement, except that any changes in medical, hospital, dental, disability and life insurance plans, including the premium payable by employees, applicable to the majority of those employed in the Public Service of Canada for whom Treasury Board is the employer, will, during the life of this Agreement, be applicable to the employees under this Agreement.

## **ARTICLE 35**

### **LAWSUIT**

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

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

## **ARTICLE 36**

### **SUSPENSION AND DISCIPLINE**

- \* 36.01 It is recognised by the parties that discipline should normally be progressive and the aim is that of correction. Discipline will be applied fairly and for just cause.
- 36.02 When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The Employer shall endeavour to give such notification at the time of suspension.
- 36.03 The Employer shall notify the Association's representative that such suspension has occurred.
- \* 36.04 When an employee is required to attend a meeting, the purpose of which is to interview him for possible disciplinary action or 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 normally provide 24 hours' notice of such meeting. The notice may be waived, reduced or increased by mutual agreement between the Employer and the employee and where appropriate, the Association's representative.
- 36.05 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 at the time of filing or within a reasonable period thereafter.



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- \* 36.06 Electronic surveillance equipment shall not be used as a means to evaluate the performance of employees or to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act and/or breach of security.
  
  - \* 36.07 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed no later than two (2) years after the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

## **ARTICLE 37**

### **GRIEVANCE PROCEDURE**

37.01 The parties recognise the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When an employee, within the time limits prescribed in clause 37.08 gives notice that he wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

37.02 An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to his immediate supervisor or local officer-in-charge who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorised to deal with grievances at the appropriate level,

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and

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

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

37.04 Subject to and as provided in Section 62 of the *Parliamentary Employment and Staff Relations Act*, an employee who feels that he has been treated unjustly or considers himself aggrieved by an action or lack of action by the Employer is entitled to present a grievance in the manner prescribed in clause 37.02, except that:

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

and

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

37.05 There shall be no more than a maximum of three (3) levels in the grievance procedure. These steps shall be as follows:

- (a) Level 1 -- first level of management;
- (b) Level 2 -- intermediate level where such level is

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established;

and

(c) Level 3 --Speaker or his designate.

37.06 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.

The information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Association.

37.07 If he so desires, an employee may be assisted and/or represented by the Association when presenting a grievance at any level. The Association shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

\* 37.08 An employee may present a grievance to the first level of the procedure in the manner described in clause 37.02, not later than the fifteenth (15th) 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.

37.09 An employee may present a grievance at each succeeding level in the grievance procedure beyond the first level either:

- 
- \* (a) where the decision or settlement is not satisfactory to him within ten (10) working days after that decision or settlement has been conveyed in writing to him by the Employer,

or

- \* (b) where the Employer has not conveyed a decision to him within the time prescribed in clause 37.10, within fifteen (15) working days after he presented the grievance at the previous level.

- \* 37.10 The Employer shall normally reply to an employee's grievance at any level of the grievance procedure, except the final level, within ten (10) working days after the grievance is presented, and within thirty (30) working days where the grievance is presented at the final level.

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

37.12 Where a grievance has been presented up to and including the final level in the grievance process, and the grievance is not one that may be referred to adjudication, the decision on the grievance taken at the final level in the grievance process is final and binding and no further action may be taken under the *Parliamentary Employment and Staff Relations Act*.

37.13 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays



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and designated paid holidays shall be excluded.

37.14 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate the Association representative, except as provided in clause 37.16.

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

37.16 Where the Employer terminates, demotes, denies an appointment or denies a classification level to an employee, the grievance procedure set forth in this agreement shall apply except that:

(a) the grievance may be presented at the final level only,

and

\* (b) the thirty (30) working day time limit within which the Employer is to reply at the final level may be extended to a maximum of forty (40) working days by mutual agreement of the Employer and the appropriate representative of the Association.

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

37.18 Any 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, due to circumstances beyond his control, he was unable to comply with the prescribed time limits.

37.19 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his grievance or refrain from exercising his right to present a grievance, as provided in this Collective Agreement.

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37.20 Where an employee has presented a grievance up to and including the final level in the grievance procedure with respect to:

- (a) the interpretation or application in respect of him of a provision of this Collective Agreement or related arbitral award,
- (b) disciplinary action resulting in suspension or a financial penalty,
- (c) termination of employment, other than rejection on probation in respect of an initial appointment,
- (d) demotion,
- (e) where an employee has been denied an appointment, the Employer's evaluation of the skill, fitness and ability of the employee with respect to the employee's qualification for the appointment,

and

- (f) subject to subsection 5 (3) of the *Parliamentary Employment and Staff Relations Act*, the Employer's classification of an employee,

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* and Regulations.

37.21 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him of a provision of this Agreement or an arbitral award, the employee is not

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entitled to refer the grievance to adjudication unless the Association signifies in prescribed manner:

(a) its approval of the reference of the grievance to adjudication,

and

(b) its willingness to represent the employee in the adjudication proceedings.

### **ARTICLE 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 or membership or activity in the Association.

38.02 It is not a discriminatory practice for the Employer to adopt or carry out a special program, plan or arrangement 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, national origin, colour, religion, age, sex, sexual orientation or family status of members of that group, by improving opportunities respecting services, facilities, accommodation or employment in relation to that group.

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## **ARTICLE 39**

### **PRECEDENCE OF LEGISLATION OVER COLLECTIVE AGREEMENT**

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

## **ARTICLE 40**

### **SENIORITY**

- \* 40.01 The parties recognise that merit is the guiding principle for promotions, courses, rotational transfers or filling job vacancies. Seniority shall be the governing factor where qualifications are determined by the Service to be equal.
- \* 40.02 Seniority shall be lost when an employee:
  - (a) Resigns or otherwise voluntarily terminates his services;
  - (b) is discharged for just cause and is not reinstated;
  - (c) is absent without leave for three (3) working days without notification;
  - (d) is laid off for a period of twenty-four months or more.
- \* 40.03 Seniority shall be accumulated during maternity or parental leave, but shall not be accumulated or lost while

outside of the bargaining unit or on leave without pay.

- \* 40.04 The Service shall maintain and publish the seniority list.

## **ARTICLE 41**

### **TRAINING**

- \* 41.01 Training is a process designed to help employees acquire the knowledge, skills and experience needed to perform current work related tasks.
- \* 41.02 The parties recognise the benefits derived from training and agree that training priorities should be aligned with:
  - (a) The need to provide direct training to employees to ensure they are able to perform their function(s) in accordance with operational requirements.
  - (b) the need to provide training to employees whose jobs are undergoing change due to changing priorities of the organisation.
- \* 41.03 The Employer shall communicate the general business priorities and plans, strategies, directions as well as associated training plans of the Security Service to the Association and the employees.
- \* 41.04 The Association recognises the responsibility of employees to take ownership of their development with a view to reaching their fullest potential. To this extent, employees are encouraged to identify their specific interest in career development and training to the employer.



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## ARTICLE 42

### EMPLOYMENT SECURITY

- \* 42.01 The Employer shall make every reasonable effort not to lay-off employees in the bargaining unit during the term of this Agreement and to ensure that reductions in the work force are accomplished through attrition. This is subject to the willingness and capacity of individual employees, who would otherwise be laid off, to undergo retraining and accept reassignment.
- \* 42.02 Personnel who are not employees shall be laid off before employees.
- \* 42.03 Employees shall be laid off in reverse order of seniority.
- \* 42.04 Employees may displace contractual personnel who are performing bargaining unit work. Should this position be contractual, the employee shall retain full layoff and bumping rights as an employee upon discontinuation of the contractual position.
- \* 42.05 An employee affected by a layoff shall displace an employee in his classification who has less seniority. Should there be no position within the employees classification, the employee shall displace an employee in a lateral or lower classification. That employee may displace an employee with less seniority in the classification. This can be stated as the bumping effect.
- \* 42.06 The Association will be advised of any planned layoffs as soon as the employer has formulated such plans. Consultation will take place within 10 working days of this notification.



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- \* 42.07 Employees will be recalled by order of seniority.
  - \* 42.08 The Employer will not contract out work that is performed by the employees in the Bargaining Unit in such a manner as to cause layoffs or the continuation of layoffs.

### **ARTICLE 43**

#### **TERM EMPLOYMENT**

- \* 43.01 When staffing positions on a term basis, the Employer shall make every reasonable effort to staff positions for the total forecasted duration of the operational need.
- \* 43.02 The Employer shall make and convey decisions regarding the renewal of term employment contracts at the earliest possible time.

### **ARTICLE 44**

#### **DURATION**

- \* 44.01 The duration of this Agreement shall be from the date it is signed until May 31, 2000.
- 44.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.

Signed at Ottawa, this 11<sup>th</sup> day of the month of December 1998.

**THE HOUSE OF COMMONS  
OF CANADA**

**THE SECURITY SERVICES  
EMPLOYEES ASSOCIATION**

\_\_\_\_\_  
Michel Thivierge

\_\_\_\_\_  
Donald Morin

\_\_\_\_\_  
Brion Brandt

\_\_\_\_\_  
Linda Baird

\_\_\_\_\_  
Robert Buss

\_\_\_\_\_  
James Short

\_\_\_\_\_  
Jocelyne Laporte

\_\_\_\_\_  
André Gravelle

\_\_\_\_\_  
Pierre Parent

\_\_\_\_\_  
Maurice Huard



**APPENDIX A**

**PROTECTIVE SERVICES BARGAINING UNIT**

**SECURITY SERVICES GROUP (SES)**

**RATES OF PAY**

X:	Effective June 1, 1998	Restructuring
A:	Effective June 1, 1998	2.5%
B:	Effective June 1, 1999	2%

<b>SES-1</b>	From	\$ 28,602	\$ 29,188	\$ 29,786	\$ 30,390
<b>NOTE A</b>	A	\$ 29,317	\$ 29,918	\$ 30,531	\$ 31,150
Recruitment	B	\$ 29,903	\$ 30,516	\$ 31,141	\$ 31,773

<b>SES-2</b>	From	\$ 30,390	\$ 31,658	\$ 32,976	\$ 34,355	\$ 35,785	
<b>NOTE B</b>	X		\$ 31,658	\$ 32,976	\$ 34,355	\$ 35,785	\$ 37,252
Constable	A		\$ 32,449	\$ 33,800	\$ 35,214	\$ 36,680	\$ 38,183
	B		\$ 33,098	\$ 34,476	\$ 35,918	\$ 37,413	\$ 38,947

<b>SES-3</b>	From	\$ 36,366	\$ 37,880	\$ 39,451	\$ 41,093	
Corporal	X	\$ 36,366	\$ 37,880	\$ 39,451	\$ 41,093	\$ 42,778
	A	\$ 37,275	\$ 38,827	\$ 40,437	\$ 42,120	\$ 43,847
	B	\$ 38,021	\$ 39,604	\$ 41,246	\$ 42,963	\$ 44,724

<b>SES-4</b>	From	\$ 40,514	\$ 42,205	\$ 43,955	\$ 45,782	
Sergeant	X	\$ 40,514	\$ 42,205	\$ 43,955	\$ 45,782	\$ 47,659
	A	\$ 41,527	\$ 43,260	\$ 45,054	\$ 46,927	\$ 48,850
	B	\$ 42,357	\$ 44,125	\$ 45,955	\$ 47,865	\$ 49,827

**NOTE A:** Semi-annual increase

**NOTE B:** Annual increase

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## **PAY NOTES**

- \* Effective June 1, 1998, an employee will move to the X line at the rate of pay nearest to, but not less than, the employee's rate of pay.
- \* Employees who have been at the maximum rate of pay for their level for twelve (12) months or more on June 1, 1998, shall move to the new maximum rate of pay effective June 1, 1998 in line X. The new increment date for these employees shall be June 1.
- \* Subject to clause 22.07, employees who have not been at the maximum step of their salary range for at least one year shall move to the new maximum on their regular increment date.

**MEMORANDUM OF AGREEMENT**

**Respecting Hours of Work**

The Employer and the Association agree that the collective agreement shall be administered according to the following provisions:

**General**

1. Effective the date on which this Memorandum of Agreement applies to an employee, his accrued leave credits will be converted from days to hours at the rate of one (1) day equals seven (7) hours.
2. The provisions of the collective agreement which specify days shall be converted to hours. Where the collective agreement refers to a "day", it shall be converted to seven (7) hours.
3. Where the schedule of an employee is arranged so that no hours of work are scheduled for one or more days during the week, such a day(s) shall be considered a day(s) of rest for purposes of this Agreement.

**Article 16 - Designated Paid Holidays**

4. A designated paid holiday shall account for seven (7) hours only.

**Article 15 and 18 - Vacation Leave and Sick Leave**

5. For greater certainty, the converted amounts are as

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follows:

- (a) one and one-quarter (1 1/4) days equal eight decimal seven five (8.75) hours;
- (b) one and two-thirds (1 2/3) days equal eleven decimal six seven (11.667) hours;
- (c) two and one-twelfth (2 1/12) days equal fourteen decimal five eight three (14.583) hours;

Sub-Clause 17.12 (c) - Leave with Pay for Family-Related Responsibilities

6. The five (5) days in a calendar year are converted to thirty-five (35) hours.

Leave - Usage

7. When leave is granted, it shall be considered to be granted on an hourly basis with the hours debited for each complete day of leave being the same as the hours the employee would normally have been scheduled to work on that day.

This memorandum of Agreement shall form part of the collective agreement between the House of Commons of Canada and the Security Services Employees' Association.

**MEMORANDUM OF AGREEMENT**  
**IN RESPECT OF A DEFERRED SALARY LEAVE PLAN**

**MEMORANDUM OF AGREEMENT BETWEEN**  
**THE HOUSE OF COMMONS**  
**AND**  
**THE PROTECTIVE SERVICES**  
**BARGAINING UNIT**

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

**SELF-FUNDED LEAVE POLICY**

**Policy**

Subject to prior approval, indeterminate House of Commons staff may be eligible for Self-Funded Leave for up to one year.

**Purpose**

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

**Definition**

Self-Funded Leave is defined as a period of Leave Without Pay of not less than 6 consecutive months that is to commence immediately after a period not exceeding 6 years



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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 recognised financial institution of his choice which will serve to support him during the period of leave.

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

### Eligibility

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

### Approval

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

### Procedures

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

Note: Salary deduction arrangements may be amended by mutual agreement in writing, provided such requests are

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received for approval three months prior to the date for which the change is being requested but not later than six months prior to the leave start date.

2. Application is reviewed by authorised manager and approved if it meets the conditions stipulated in this document.
3. Copy of approved application is forwarded to Pay & Benefits Section and to the Financial Institution.
4. Pay & Benefits Section prepares necessary pay action and notifies pay office.
5. The Financial Institution chosen by the employee establishes an employee trust account. DSS 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 approval of the authorised manager and the employee concerned.

6. Accrued interest should be reported by the Financial Institution to the employee.
7. On maturity of the individual trust agreement, monies are released to an account accessible by the employee, without additional involvement of the House of Commons.

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

### Taxation

1. It is understood that income tax deductions will not apply



to the portion of salary being deferred into the SFL account.

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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 SFL.

#### Withdrawal/Deferral

1. An employee may withdraw from the plan no later than six months prior to the planned leave date by giving written notice to the Employer. Withdrawal upon shorter notice will require Employer consent.

2. Where an employee who is a participant in the plan is identified as being redundant, the withdrawal notice period shall be waived and the employee shall have free access to the accumulated fund. Should an employee die or be placed on Long Term Disability prior to going on leave or is otherwise terminated the withdrawal notice period shall be waived and the estate or employee shall have immediate access to the accumulated fund.

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.

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4. Given the financial liabilities that an employee would incur if called back to work while on self-funded leave, the Employer will exhaust all other available options prior to recalling the employee.
  5. Due to significant unforeseen operational circumstances beyond the employer's control and where no other feasible option exists a participating employee's period of leave may be postponed by up to six months at the employer's request.
  6. Since termination of employment would require withdrawal from the Self-Funded Leave program, participating employees will be responsible for the financial implications of such terminations.

### Funding

1. Employees fund the leave by authorising 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, lump-sum payments.

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

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

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

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

#### Costs incurred by House of Commons

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

#### Benefits to Employees

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

The provisions of this plan are subject to any modifications made to the *Income Tax Act* and Regulations.



Originally signed in Ottawa, on December 14<sup>th</sup>, 1990.

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**APPENDIX D**

**LETTER OF AGREEMENT**

It is agreed and understood that matters pertaining to Health and Safety which impact on Security Services employees will be subject to discussion at the Security Services Joint Consultation meetings.

On behalf of the  
House of Commons  
of Canada

On behalf of the  
House of Commons Security  
Services  
Employee Association

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Michel Thivierge

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Don Morin



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## APPENDIX E

### LETTER OF AGREEMENT

The Employer and the Association recognise the need to adapt the workforce to the changing needs of the House of Commons. Consequently, both parties agree that work schedules should balance the need of the Employer to manage its operations efficiently and the need of employees to manage their personal lives. It is also recognised that the House's operational needs may require shifts other than 8 or 12 hours in length.

The parties agree to establish a joint committee, which will be mandated to review the work schedules and to modify them, if required, to meet operational requirements.

The Employer shall undertake to examine its operations according to the needs of the House and report the operational requirements to this Committee.

The parties agree to reopen the collective agreement and modify appropriate clauses should the results of consultations so require.

On behalf of the  
House of Commons  
of Canada

On behalf of the  
House of Commons Security  
Services  
Employee Association

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Michel Thivierge

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Don Morin

