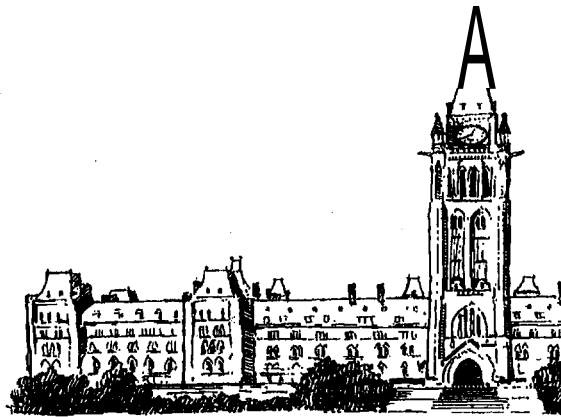


**AGREEMENT BETWEEN
THE HOUSE OF COMMONS
AND THE
PUBLIC SERVICE ALLIANCE
OF CANADA**

**REPORTING AND
TEXT PROCESSING
SUB-GROUPS
BARGAINING UNIT**

**EXPIRY DATE:
June 30, 2006**



08828(08)

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ARTICLE 1

PURPOSE AND SCOPE OF AGREEMENT

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

ARTICLE 2

INTERPRETATION AND DEFINITIONS

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

*

- (a) "PSAC" means the Public Service Alliance of Canada;
- (b) "bargaining unit" means the employees of the Employer in **the** Sub-Groups described in Article 6 ;
- (c) "compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked **multipl**ed by the applicable overtime rate. **The** rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the day immediately prior to **the** day on which leave is taken:

*

- (d) "continuous employment" means continuous service of an employee **with** the Employer from their latest date of hire with allowable breaks in service as **spec**ified in the collective agreement and includes continuous employment with:
 - (i) the House of Commons;

COLLECTIVE AGREEMENT

- (ii) the office of a Member of Parliament;
 - (iii) the Senate;
 - (iv) the Library of Parliament;
- or
- (v) **the** Departments and portions of **the** Public Service referred to or listed in Schedule A of the Public Service Terms and Conditions of Employment Regulations made pursuant to Section 7 of **the Financial Administration Act**;
- (e) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
 - (f) "day of rest" in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of their position other than by reason of their being on leave or absent from duty without permission;
 - (g) "double time" means **two (2)** times the employee's hourly rate of pay;
 - (h) "employee" means a person so defined in the Parliamentary **Employment and Staff Relations Act** and who is a member of the bargaining unit;
 - (i) "Employer" means the House of Commons as represented by the Board of Internal Economy and includes any person authorized to exercise the authority of the Board of internal Economy;
 - (j) "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, except,
 - (ii) in the case of a shift that **does** not commence and **end** on the same day, the twenty-four **(24)** hour period commencing from the time at which the shift commenced on a day designated as a paid holiday in **this** Agreement,
 - (k) "hourly rate of pay" means a full-time employee's weekly rate of pay divided by thirty-five **(35)**;
 - (l) "lay-off" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function:

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- (m) "leave" means authorized absence from duty by an employee during the employee's regular or normal hours of work;
- (n) "membership dues" means the dues established pursuant to the constitution of PSAC as the dues payable by **its** members as a consequence of their membership in PSAC, and shall not include any initiation fee, insurance premium, or special levy;
- (o) "overtime" means in the case of a full-time employee, authorized work in excess of the employee's scheduled hours of work;
- (p) "time and one-half" means one and one-half (1%) times the employee's hourly rate of pay;
- (q) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176.

and

*

- (r) Seasonal Certified Indeterminate Employees (SCI) (Full-time or Part-time) means employees ordinarily working more than seven hundred (700) hours but less than eighteen hundred and twenty (**1820**) hours in a calendar year, SCI employees may be required to work on **shifts** and weeks of more or **less** than **thirty-five (35)** hours. Scheduling of hours of work is subject to operational requirements and the **collective** agreement. The terms and conditions of employment are determined by Article 40 of the collective agreement and Memorandum of Agreement, Appendix "F". Seasonal certified Indeterminate employees are subject to be struck-off strength at any time.

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

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

and

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

ARTICLE 3

APPLICATION

- 3.01 The provisions of this Agreement apply to PSAC, employees and the Employer.
- 3.02 Both the English and French texts of this Agreement shall be official.
- 3.03 Throughout this Agreement, words importing the masculine gender shall include the feminine gender.

ARTICLE 4

**PRECEDENCE OF LEGISLATION OVER
THE COLLECTIVE AGREEMENT**

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

ARTICLE 5

MANAGERIAL RESPONSIBILITIES

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

ARTICLE 6

RECOGNITION

- 6.01 The Employer recognizes PSAC as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the Public Service Staff Relations Board on September 30, 1987, covering employees of the Reporting and Text Processing (RPT and TXT) Sub-Groups.

ARTICLE 7

EMPLOYEE REPRESENTATIVES

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

Time Off for Representatives

- 7.04 Except for cases of an urgent nature, a representative shall obtain the permission of their immediate supervisor at least twenty-four (24) hours before leaving their work to investigate employee complaints, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management and for any other meetings or hearings specified in Article 12. In emergency situations, management will make every reasonable effort to waive the notice period provided herein. Permissions provided in this clause shall not be unreasonably withheld. Where practicable, the representative shall report back to their supervisor before resuming their normal duties.

ARTICLE 8

CHECK-OFF

- 8.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.

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- 8.02 PSAC shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 8.03 For the purpose of applying clause 8.01, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.
- 8.04 An employee who satisfies the Employer to the extent that the employee declares in an affidavit that the employee is a member of a religious organization, whose doctrine prevents the employee as a matter of conscience from making financial contributions to an employee organization and that the employee will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved.
- 8.05 No employee organization, as defined in Section 3 of the *Parliamentary Employment and Staff Relations Act*, other than PSAC, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.
- 8.06 The amounts deducted in accordance with clause 8.01 shall be remitted to the Comptroller of PSAC by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on their behalf.
- 8.07 The Employer agrees to make deductions for other purposes on the basis of the production of appropriate documentation..
- 8.08 PSAC agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

ARTICLE 9

TECHNOLOGICAL CHANGE

- 9.01 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.
- 9.02 In this Article "Technological Change" means:
- (a) the introduction by the Employer of equipment or material of a different nature than that previously utilized;
 - and
 - (b) a change in the Employer's operation directly related to the introduction of that equipment or material.
- 9.03 The Employer agrees to provide **as** much advance notice as is practicable but, except in cases of emergency, not **less** than one hundred and twenty (120) calendar days written notice to PSAC of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.
- 9.04 The written notice provided for in clause 9.03 will provide the following information:
- (a) The nature and degree of change;
 - (b) The anticipated date or dates on which the Employer plans to effect change;
 - (c) The location or locations involved;
 - (d) Other pertinent data relating to the anticipated effects on employees.
- 9.05 As soon **as** reasonably practicable after notice is given under clause 9.03, the Employer shall consult with PSAC concerning the effects of the technological change referred to in clause 9.03 on each group of employees. Such consultation will include but not necessarily be limited to the following:

*

COLLECTIVE AGREEMENT

- (a) The approximate number, class and location of employees likely to be affected by the change;
 - (b) The effect the change may be expected to have on working conditions or terms and conditions of employment on employees.
- 9.06 When, as a **result** of technological change, the Employer determines that an employee requires new **skills** or knowledge in order to perform the duties of their substantive position, the Employer will make every reasonable effort to provide **the** necessary training **during** the employee's working hours and at no cost to **the** employee.

ARTICLE 10

INFORMATION

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

ARTICLE 11

USE OF EMPLOYER FACILITIES

Bulletin Boards

- 11.01 Reasonable space on bulletin boards and reasonable access to means of communication available at the House of Commons will **be** made available to **PSAC** for the dissemination of official **PSAC** notices. **PSAC** shall endeavour to avoid requests for dissemination of notices which the Employer, acting reasonably, could consider adverse to **its** interests or to the interests of any of its representatives. Dissemination of notices or other materials shall require **the** prior approval of the Employer, except notices relating to the **business affairs** of **PSAC** and social and recreational events. Such approval shall not be unreasonably withheld,

PSAC Literature

- 11.02 The Employer will make available to PSAC specific locations on its premises for the placement of reasonable quantities of literature of PSAC.
- 11.03 A duly accredited representative of PSAC may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance. A twenty-four (24) hour notice is required except for cases of an urgent nature or meetings called by management. Persons not members of the bargaining unit will be accorded the same privilege under the same conditions. Permission to enter the above premises shall, in each case, be obtained from Employer.

ARTICLE 12

LEAVE WITH OR WITHOUT PAY FOR PSAC BUSINESS

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

- 12.01 When operational requirements permit, the Employer will grant leave with pay:
- (a) to an employee **who** makes a complaint on their own behalf, before the Public Service Staff Relations Board:

and

 - (b) to an employee who acts **on** behalf of an employee making a complaint, or who acts on behalf of PSAC making a complaint,

Applications for Certification, Representations and interventions with respect to Applications for Certification

- 12.02 When operational requirements permit, the Employer will grant leave without pay:
- (a) to an employee who represents PSAC in an application for certification or in an intervention;

and

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

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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) when operational requirements permit, to an employee called as a witness by an employee or PSAC.

Arbitration Board Hearings

12.04 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing PSAC before an Arbitration Board.

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

Adjudication

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

(a) a party to the adjudication;

(b) the representative of an employee who is a party to an adjudication:

and

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

Meetings During the Grievance Process

12.07 When operational requirements permit, the Employer will grant time off with pay to an employee who has presented a grievance so that the employee may attend a meeting with the Employer. Such request shall not be unreasonably denied.

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

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12.09 Where an employee has asked or is obliged to be represented by PSAC in relation to the presentation of a grievance and an employee acting on behalf of PSAC wishes to *discuss* the grievance with that employee, the employee and the representative of the employee will, where operational requirements permit, be given reasonable time off with pay for this purpose.

Contract Negotiation Meetings

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

Preparatory Contract Negotiation Meetings

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

Meetings Between PSAC and Management Not Otherwise Specified in this Article

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

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Representatives' Training Courses

- * 12.14 When operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of PSAC to undertake training related to the duties of a representative. During such leave, the Employer shall maintain the regular salary of such employee(s). PSAC will reimburse the Employer for salary recovery upon presentation of an invoice to Local Union stating amounts for each employee involved.

ARTICLE 13

NO DISCRIMINATION

- 13.01 (a) There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, mental or physical disability, conviction for which a pardon has been granted, family status, marital status or membership or activity in PSAC.
- * (b) The Union and the Employer recognize the right of employees to work in an environment free from any form of harassment. The parties agree that harassment will not be tolerated in the work place. For the purpose of this Agreement, harassment, sexual harassment and abuse of authority shall have the same meaning as the terms are given in the House of Commons Harassment Prevention Policy.
- 13.02 (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of paragraph (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.
- 13.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.

ARTICLE 14

JOINT CONSULTATION

- 14.01 The parties acknowledge the mutual benefits **to** be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate machinery for the purpose *of* providing joint consultation on matters of common Interest.
- 14.02 Within five **(5)** working days of notification *of* consultation **served** by either party, PSAC and the Employer shall inform each other in writing of the representatives authorized to act on their behalf for consultation purposes.
- 14.03 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,
- 14.04 Without prejudice to the position the Employer or PSAC may wish to take in future about the desirability of having the subjects dealt with by **the** provisions of collective agreements, the subjects that may **be** determined as appropriate for joint consultation will **be** by agreement of the parties.

ARTICLE 15

EMPLOYEES ON PREMISES OF OTHER EMPLOYERS

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

ARTICLE 16

RESTRICTION ON OUTSIDE EMPLOYMENT

- 16.01** Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer provided that the other employment will not affect the employee's level of performance or productivity.

ARTICLE 17

LEAVE GENERAL

- 17.01** An employee is entitled, once (1) in each calendar year, to be informed of the balance of their vacation and sick leave credits.
- 17.02** The amount of leave with pay earned but unused credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.
- 17.03** An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.
- 17.04** An employee is not entitled to leave with pay during periods the employee is on leave without pay or under suspension.
- 17.05** In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.
- 17.06** An employee shall not earn leave credits under this Collective Agreement in any month for which leave has already been credited to the employee under the terms of any other collective agreement to which the Employer is a party or under other rules or regulations of the Employer.

- 17.07 When leave is granted, it shall be considered to be granted on an hourly basis.

ARTICLE 18

VACATION LEAVE WITH PAY

- 18.01 The vacation year shall be from January 1~~st~~ to December 31st, Inclusive.

Accumulation of Vacation Leave Credits

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

- (a) (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-eight (28) years of continuous employment.

*

- (b) When vacation leave is granted, it shall be deducted on an hourly basis.

- 18.03 (a) For the purpose of clause 18.02 only, all service within the House of Commons, whether continuous or discontinuous, 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 clause 18.03(a) above, no employee shall have their currently recognized years of employment reduced by the implementation of this Article.

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Entitlement to Vacation Leave **With** Pay

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

Scheduling of Vacation Leave **With** Pay

18.05 (a) The Employer shall consult regarding an employee's vacation leave and shall make every reasonable effort, subject to operational requirements, to schedule an employee's vacation leave in an amount and at such time as the employee may request.

Granting **of** Vacation Leave with Pay

- (b) When responding to an employee's request for vacation leave, the Employer, subject to operational requirements, shall make every reasonable effort:
- (i) to grant 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 the employee has proceeded on vacation leave,
 - (iii) to approve requests for leave, which may be granted for **exceptional and/or** special circumstances, while the House is in session,
 - (iv) when a request for annual **leave is** denied, to inform **the** employee in writing of the reasons and of reasonable efforts made to accommodate the request.

Requests for such leave shall not be unreasonably denied.

(c) Notwithstanding clause 18.08 and 18.09, If an employee has not made a request for vacation leave as requested by the Employer, a **specific** request for vacation leave dates,, shall be Issued by the Employer. If the Employer does not **receive** the dates within 15 (fifteen) working days of the letter being delivered to the employee, the Employer shall have the right to schedule the employee's vacation leave.

Seniority

(d) House of Commons seniority for granting of vacation leave shall be deemed to have commenced on the date of hiring.

18.06 The Employer shall make every reasonable effort to give a written reply within thirty (30) calendar days of an employee's request for vacation leave but shall reply to an employee's request no later than thirty (30) calendar days prior to the commencement date of the requested leave.

(a) Should the commencement date of a request for vacation leave be **less** than thirty (30) calendar days from the request, the Employer shall give a written reply within ten (10) calendar days of the request.

(b) When circumstances are such and upon request from the employee, the Employer may schedule vacation leave on shorter notice.

(c) In the case of disapproval, alteration or cancellation of vacation leave, upon written request from the employee, the Employer shall give the written reason therefore.

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

(a) is granted bereavement leave;

or

(b) is granted leave with pay because of illness in the immediate family;

or

(c) **Is** granted sick leave on production of a medical certificate;

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

18.08 Where in any vacation year an employee has not requested and/or has not been granted all of the vacation leave credited to the employee, the unused portion of employee's vacation leave shall be carried over into the following vacation year. Carry-over beyond one year of up to one (1) year's leave entitlement shall **be** by mutual consent.

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

Recall from Vacation Leave With Pay

- 18.10 (a) Where, during any period of vacation leave an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:
- (i) in proceeding to their place of duty,
and
 - (ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer.
- (b) The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 18.10(a) to be reimbursed for reasonable expenses incurred by the employee.

Leave when Employment Terminates

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

Advance Payments

18.12 The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences and provided the employee has been authorized to proceed on vacation leave for the period concerned. Pay in advance of going on vacation

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

Cancellation of Vacation Leave

- 18.13 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 to the Employer.

ARTICLE 19

DESIGNATED PAID HOLIDAYS

- 19.01 Subject to clause 19.02, the following days shall be designated paid holidays for employees:
- (a) New Year's Day;
 - (b) Good Friday;
 - (c) Easter Monday;
 - (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday;
 - (e) St. John the Baptist Day;
 - (f) Canada Day;
 - (g) Labour Day;
 - (h) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving;
 - (i) Remembrance Day;
 - (j) Christmas Day;
 - (k) Boxing Day; and
 - (l) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where,

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in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August.

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

19.03 (a) When a day designated as a holiday under clause 19.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest.

Notwithstanding the above, if such following day is **also** a sitting day for the House of Commons, ~~the~~ Employer may opt to move the designated holiday to the normal working day immediately preceding the designated paid holiday.

(b) When a day that is a designated holiday is moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

(c) When two (2) days designated as holidays under clause 19.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are ~~designated~~ holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

19.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 19.03:

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

and

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

19.05 When an employee works on a holiday, the employee shall be compensated:

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- (a) time and one-half (1%) for all hours worked up to the regular daily scheduled hours of work, and double **(2)** time thereafter, in addition to the pay that the employee would have been granted had the employee not worked on the holiday:
- (b) two **(2)** times the straight-time rate for time worked by the employee on **the** holiday when the holiday is not the employee's scheduled day of work and **is** contiguous to a day of rest on which the employee also worked and received overtime in accordance with clause **24.10**;

or

- (c) upon request, and with the approval of the Employer, the employee may be granted:
 - (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday,
and
 - (ii) compensation at one and one-half **(1%)** times the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work,
and
 - (iii) compensation at two **(2)** times the straight-time rate of pay for all hours worked by the employee on the holiday in excess of the regular daily scheduled hours of work.
- (d) (i) Subject to operational requirements, and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.

- * (ii) When in a calendar year an employee has not been granted **all** of their lieu days as requested by the employee, at the employee's option, such lieu days shall be paid off at their straight-time rate of pay or carried over for one (1) year. In all other cases unused lieu days shall **be** paid off at the employee's straight-time rate of pay. Lieu days carried over shall not normally exceed **the** equivalent of the employee's entitlement for one (1) year.
- (iii) The straight-time rate of pay referred to in 19.05(d)(ii) shall be the rate in effect when the lieu day was earned.

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

- (a) compensation in accordance with the provisions of clause **19.05**;

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or

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

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

19.08 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

ARTICLE 20

OTHER LEAVE WITH OR WITHOUT PAY

20.01 Introduction

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

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

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

(b) In special circumstances and at the request of the employee, the five **(5)** day bereavement period may **be** moved beyond **the** day following **the** day of **the** funeral but **must** include the day of the funeral.

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- (c) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of the employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (d) If, during a period of compensatory leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave with pay under paragraph (a), (b) or (c) of this clause, the employee shall be granted bereavement leave with pay and the employee's compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (e) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clauses 20.02(a) and (c).

20.03 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 20.03(A) (1):
 - (i) where **the** employee has not yet proceeded on maternity leave without pay and her new-born child is hospitalized,
 - or
 - (ii) where **the** employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her new-born child is hospitalised,

the period of maternity leave without pay defined in sub-clause 20.03(A) (1) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the child's hospitalization during which the employee was not on maternity leave, to a maximum of seventeen (17) weeks.

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- (b) The extension described in sub-clause 20.03(A)(1)(a) shall end not later than *fifty-two (52) weeks* after the termination date of pregnancy.
- (2) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (3) An employee who has not commenced maternity leave without pay may elect to:
 - (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 21 Sick Leave with Pay. For purposes of this sub-clause, the terms 'illness' or 'injury' used in Article 21 (Sick Leave Article) shall include medical disability related to pregnancy.
- (B) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of *continuous* leave of absence during which termination of pregnancy is expected to occur, unless there is a valid reason why the notice cannot be given.
- (C) Leave granted under this clause shall be counted for the calculation of "*continuous employment*" for the purpose of calculating severance pay and "*service*" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

20.04 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 (SUE) Plan described in sub-clause 20.04(C), provided that she:
 - (1) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay;
 - (2) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to section 22 of the *Employment Insurance* Act in respect of insurable employment with the Employer:

and

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

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

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

- (B) For the purpose of sub-clauses 20.04(A) (3)(b), and (c) periods of during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in clause (A) (3)(b), without activating the recovery provisions described in clause (A) (3)(c).
- (C) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - (1) (a) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;

and

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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 Employment Insurance Pregnancy benefit she is eligible to receive and nine-three **per** cent (93%) of **her** weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which **she** would have been eligible if no extra monies had been earned during this period.
- (2) At the employee's request, the payment referred to in subparagraph 20.04(C)(1)(a) will be estimated and advanced to the employee. Adjustments shall be made once the employee provides proof of receipt of Employment insurance pregnancy benefits.
- (3) The maternity allowance to which an employee is entitled is limited to that provided in clause 20.04(C) (1), and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the **Employment Insurance Act**.
- (4) The weekly rate of pay referred to in sub-clause 20.04(C)(1) shall be:
 - (a) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
 - (b) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in sub-clause 20.04(C) (4)(a) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- (5) The weekly rate of pay referred to in sub-clause 20.04(C) (4) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (6) Notwithstanding sub-clause 20.04(C) (5), and subject to sub-clause 20.04(C) (4)(b), if on the day immediately preceding the commencement of maternity leave without pay, an employee has been on an acting assignment for at least four (4) **months**, the weekly rate shall be the rate she was being paid on that day.

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

20.05 Special Maternity Allowance for Totally Disabled Employees

(A) An employee who:

- (1) fails to satisfy the eligibility requirement specified in sub-clause 20.04(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 or the Government *Employee Compensation Act* prevents her from receiving Employment Insurance Pregnancy benefits:
- (2) satisfies all of the other eligibility criteria specified in sub-clause 20.04(A), other than those specified in sub-clauses 20.04(A) (3)(a) and 20.04(A) (3)(b);

shall be paid, in respect of each week of maternity allowance not received for the reason described in clause 20.05 (A) (1), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the Disability Insurance Plan, the Long Term Disability Plan, the Public Service Medical Insurance Plan or via the Government *Employees Compensation Act*.

(B) An employee will be paid an allowance under this clause and under clause 20.04 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to section 22 of the *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in sub-clause 20.05(A) (1).

20.06 Parental Leave without Pay

(A) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on

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the day on which the child is born or the day on which the child comes into the employee's care.

(B) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

(C) Notwithstanding paragraphs (A) and (B):

(1) where the employee's child is hospitalized within the period defined in the above paragraphs and the employee has not yet proceeded on parental leave without pay;

or

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

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than fifty-two (52) weeks after the day on which the child comes into the employee's care.

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

(E) The Employer may:

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

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

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

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- (F) Parental leave without pay taken by a couple employed by the House of Commons shall not exceed a total of thirty-seven (37) weeks for both individuals combined.
- (G) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

20.07 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 20.07(C) below, providing the employee:

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

and

- (3) has signed an agreement with the Employer stating that:
 - (a) the employee will return to work on the expiry date of the employee's parental leave without pay, unless the return-to-work date is modified by the approval of another form of leave;
 - (b) following the employee's return to work, as described in paragraph (a), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in paragraph 20.04(A) (3)(b), if applicable;
 - (c) should the employee fail to return to work in accordance with paragraph (a), or should the employee return to work but fail to work the total period specified in paragraph (b), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in paragraph (b), or having become disabled as defined in the **Public Service Superannuation Act**, the employee will be indebted to the Employer for an amount determined as follows:

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

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

- (B) For the purpose of sub-paragraphs 20.07(A) (3)(b) and (c), periods of leave with pay will count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but will interrupt the period referred to in sub-paragraph 20.07(A) (3)(b), without activating the recovery provisions described in sub-paragraph 20.07(A) (3)(c).
- (C) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (1) (a) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three percent (93%) of the employee's weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (b) other than as provided in sub-paragraph 20.07(C) (1)(c), for each week in respect of which the employee receives parental benefits pursuant to section 23 of the **Employment Insurance Act**, the difference between the gross weekly amount of the Employment Insurance parental benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which the employee would have been eligible if no extra monies had been earned during this period;
 - (c) where the employee becomes entitled to an extension of parental benefits pursuant to subsection 12(7) of the **Employment Insurance Act**, the parental allowance payable under the SUB Plan described in sub-paragraph 20.07(C) (1)(b) will be extended by the number of weeks of extended

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benefits which the employee receives under subsection 12(7) of the *Employment Insurance Act*.

- (2) At the employee's request, the payment referred to in sub-paragraph 20.07(C) (1)(a) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance parental benefits.
- (3) The parental allowance to which an employee is entitled is limited to that provided in paragraph 20.07(C) (1) and an employee will not be reimbursed for any amount that the employee is required to repay pursuant to the *Employment Insurance Act*.
- (4) The weekly rate of pay referred to in sub-paragraph 20.07(C) (1) shall be:
 - (a) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (b) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in sub-paragraph 20.07(C) (4)(a) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- (5) The weekly rate of pay referred to in paragraph 20.07(C) (4) shall be the rate to which the employee is entitled for the substantive level to which the employee is appointed.
- (6) Notwithstanding paragraph 20.07(C) (5), and subject to sub-paragraph 20.07(C) (4)(b), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (7) Where an employee becomes eligible for a pay increment or pay revision while in receipt of a parental allowance, the allowance shall be adjusted accordingly.
- (8) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

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20.08 Special Parental Allowance for Totally Disabled Employees

(A) An employee who:

- (1) fails to satisfy the eligibility requirement specified in subparagraph 20.07(A) (2) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the **Government Employees Compensation Act** prevents the employee from receiving Employment Insurance parental benefits;

and

- (2) satisfies all of the other eligibility criteria specified in paragraph 20.07(A), other than those specified in subparagraphs 20.07(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 20.08(A) (1), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of the employee's weekly disability benefit under the DI Plan, the LTD Plan, the PSMIP, or via the **Government Employees Compensation Act**.

- (B) An employee shall be paid an allowance under this clause and under clause 20.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to section 23 of the **Employment Insurance Act**, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph 20.08(A) (1).

20.09 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 personal care and nurturing of the employee's pre-school age children in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave;
- (b) leave granted under this clause shall be for a minimum period of six (6) consecutive weeks;

- (c) the total leave granted under this clause shall not exceed one (1) year during an employee's total period of employment in the House of Commons;
- (d) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

20.10 Leave Without Pay for Personal Needs

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

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

20.11 Leave With Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, the definition of family includes spouse (or common-law spouse resident with the employee), dependent children (including foster children, children of legal

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or common-law spouse), parents (including step-parents or foster parents), and any relative permanently residing in the employee's household or with whom the employee permanently resides.

- (b) The Employer shall grant leave with pay under the following circumstances:
 - (i) while an employee is expected to make reasonable effort to schedule medical or dental appointments for dependent family members to minimize or preclude the employee's absence from work, however, when alternate arrangements are not possible an employee shall be granted up to one (1) day for a medical or dental appointment when the dependent family member is incapable of attending the appointments alone, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible,
 - (ii) up to two (2) consecutive days of leave with pay to provide for the immediate and temporary care of a member of the employee's family and to provide an employee with the time to make alternate care arrangements where the illness is of a longer duration,
 - (iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.
- (c) The total leave with pay which may be granted under sub-clauses (b)(i), (ii) and (iii) shall not exceed five (5) days in a calendar year.

20.12 Court Leave

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

- (a) to be available for jury selection;
- (b) to serve on a jury;
- (c) by subpoena or summons to attend as a witness in any proceeding, except one to which an employee is a party, held:
 - (i) in or under the authority of a court of justice or before a grand jury,

- (ii) before a court, judge, justice, magistrate or coroner,
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,
- or
- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.
- (d) Notwithstanding clause 20.12(c) where the employee's involvement in ~~the~~ proceedings as a witness arises out of the employee's employment outside the House of Commons, leave without pay shall be granted.

20.13 Injury-on-duty Leave

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

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

or

- (b) an Industrial Illness or a disease arising out of and in the course of **the** employee's employment;

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

- (c) Where an employee returns to work after an illness or injury, the Employer will make all reasonable efforts to accommodate the employee with integration back into the workplace.

20.14 Personnel Selection Leave

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

20.15 Marriage Leave With Pay

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

20.16 Leave With or Without Pay for Other Reasons

At its discretion, the Employer may grant:

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

20.17 Subject to operational requirements:

- (a) Employees will be allowed time off with pay to a maximum of two hours for medical and dental appointments:
- (b) An employee shall use their sick leave credits to attend a medical/dental appointment if:
 - (i) the employee has already taken two such appointments during a one month period,
 - or
 - (ii) the employee is away for more than two hours during the employee's normal scheduled working hours.

*

20.18 Deferred Leave

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

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

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

Application

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

Funding for Deferred Leave

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

Taking of Deferred Leave

- (c) (i) The deferred leave shall occur according to, and be governed by, a separate agreement between the Employer and the employee.
- (ii) If the Employer is unable to obtain a suitable replacement for an employee for the period of a deferred leave specified

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by that employee, the Employer may, at its discretion, and upon six (6) months notice to the employee, defer the deferred leave until a suitable replacement is found in accordance with the agreement.

- (iii) On return from the deferred leave, the employee shall be assigned to their previous position or any other similar position that the employee may agree to without the requirement of a probationary period.
- (iv) After participation in this leave plan, the employee's salary and benefits will be as set out in the agreement then in force between the Employer and PSAC governing such matters.
- (v) Deferred leave shall not be deemed to be an interruption in continuous employment and seniority, nor shall it affect the number of days of accumulated sick leave or vacation leave, but it shall not count for salary increment purposes.

Benefits

- (d) During a deferred leave, the responsibility for payment of premiums for benefits for an employee shall be as set forth in the Agreement then in force between the Employer and PSAC governing such matters.

Withdrawal

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

20.19 Election Leave

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

20.20 Position on Returning from Leave

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

Leave Without Pay for the Long-Term Care of a Parent

- 20.21 Both parties recognize the importance of access to leave for the purpose of long-term care of a parent.
- 20.22 An employee shall be granted leave without pay for the long-term personal care of the employee's parents, including step-parents or foster parents, in accordance with the following conditions:
- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance, such notice cannot be given;
 - (b) leave granted under this Article shall be for a minimum period of three (3) weeks;
 - (c) the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the House of Commons;
 - (d) leave granted for periods of one year or less shall be scheduled in a manner which ensures continued service delivery.
- 20.23 An employee who has proceeded on leave without pay may change their return to work date if such change does not result in additional costs to the Employer.

ARTICLE 21

SICK LEAVE WITH PAY

Credits

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

Granting of Sick Leave

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

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- (a) the employee satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer:
 - and
 - (b) the employee has the necessary sick leave credits.
- 21.03 Unless otherwise Informed by the Employer, a statement signed by the employee stating that because of Illness or Injury the employee was unable to perform their duties, shall, when delivered to the Employer, be considered as meeting the requirements of clause 21.02(a).
- 21.04 When an employee has Insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 21.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee:
- (a) for a period of up to twenty-five (25) days if a decision on an application for injury-on-duty leave is being awaited:
 - or
 - (b) for a period of up to fifteen (15) days in all other cases; subject to the deduction of such advanced leave from any sick leave credits subsequently earned,
- 21.05 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.
- 21.06 An employee shall not be granted sick leave with pay during any period in which the employee is on leave of absence without pay, or under suspension.
- 21.07 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,
- 21.08 An employee's accumulated sick leave credits, with a previous Employer as defined in clause 2.01(d), shall be recognized by the Employer.

ARTICLE 22

EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE

- 22.01 The Employer recognizes the usefulness of education leave and career development leave. Both parties recognize the benefits derived from training and agree that training priorities should be aligned with:
- (a) (i) the need to provide direct training to employees to ensure they are able to perform their function(s) in accordance with operational requirements,
 - (ii) the need to provide training to employees whose jobs are undergoing change due to changing priorities of the organization,
 - (iii) the need to provide employees with opportunities which address career development and assist employees in reaching their fullest potential,
- (b) The Employer shall meet with employees and PSAC to communicate the general business priorities and plans, strategies and directions;
- (c) Employees recognize the need 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.

Education Leave Without Pay

- 22.02 (a) An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement.
- (i) Where an employee on education leave attends a recognised institution for additional or special studies in some field of education in which special preparation is needed to enable the employee to fill a present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide, the employee shall receive an allowance in lieu of salary equivalent to from fifty percent (50%) to one hundred percent (100%) of basic salary. The percentage of the allowance is at the discretion of the

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Employer. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

- (ii) Where an employee on education leave is undertaking additional or special studies in some field of education that is not directly related to current work, but nonetheless contributes to professional development and may eventually help the employee assume other duties and responsibilities within the organisation, or corresponds to professional development interests linked to career advancement possibilities within the House, the employee may receive an allowance in lieu of salary. The percentage of the allowance, up to fifty percent (50%) of basic salary, is at the discretion of the Employer. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship,
 - (iii) Where an employee on education leave is undertaking additional or special studies in some field of education not covered by sub-sections (i) or (ii) above, the employee shall receive no allowance.
- (b) Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- (c) As a condition to the granting of education leave, the employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:
- (i) falls to complete the course,
 - (ii) does not resume employment with the Employer on completion of the course,
- or
- (iii) ceases to be employed, except by reason of death or lay-off, before termination of the period the employee has undertaken to serve after completion of the course, the employee shall repay the Employer all allowances paid

under this clause during the education leave or such lesser sum as shall be determined by the Employer.

Career Development Leave With Pay

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

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

- * (b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 22.03(a) above. The employee shall receive no compensation under the Overtime and Travelling Time provisions of this collective agreement during the time spent on career development leave provided for in this clause.
- (c) An employee on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by the employee which the Employer may deem appropriate.
- (d) An employee on career development leave agrees to remit to the Receiver General of Canada any amount received by the employee in compensation from another source in respect to this leave.

Attendance at Conferences and Conventions

- 22.04 (a) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- (b) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions which are related to the employee's field of specialization, subject to operational constraints.

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- (c) The Employer may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- (d) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.
- (e) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to the employee's field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for payment of convention or conference registration fees and reasonable travel expenses.
- (f) An employee shall not be entitled to any compensation under Article 24 (Overtime) and Article 26 (Travelling Time) in respect of hours the employee is in attendance at, or travelling to or from a conference or convention under the provisions of this clause, except as provided by paragraph(d) above.

Course Reimbursement

- 22.05 (a) Financial assistance is available to employees wishing to participate in a study program outside of regular working hours, subject to the prior approval of the responsible manager, An employee's tuition or registration fees shall be reimbursed according to the following criteria:
- (i) at one hundred percent (100%) when a training or development program or activity is directly related to the employee's work or responsibilities,
 - (ii) at fifty percent (50%) to one hundred percent (100%), at the discretion of the Employer, when a training or development program or activity is related to the evolving environment of the employee's work in order to provide a service which the Employer requires or is planning to provide,
 - (iii) at fifty percent (50%) when a training or development program or activity is not directly related to current work, but nonetheless contributes to professional development and may eventually help the employee assume other duties and responsibilities within the organisation; or corresponds to

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professional development interests linked to career advancement possibilities within the House.

- (b) Reimbursement procedures and the list of inadmissible fees shall be as described under the House of Commons Training and Development Policy.

Examination Leave With Pay

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

ARTICLE 23

SEVERANCE PAY

- 23.01 Under the following circumstances and subject to clause 23.02, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay:

Lay-off

- (a) 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.

Resignation

- (b) On resignation, subject to clause 23.01(d) and with ten (10) or more years of continuous employment, one (1) week's pay for each complete year of continuous employment up to a maximum of twenty-eight (28) weeks' pay.

Rejection on Probation

- (c) 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-seven (27) weeks' pay.

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Retirement

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

Death

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

Termination for Incapacity

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

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

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

23.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.

ARTICLE 24

HOURS OF WORK AND OVERTIME

HOURS OF WORK

24.01 For the purpose of this Article,

- (a) "day" means a twenty-four (24) hour period commencing at 00:01 hour:
- (b) "week" means a period of seven (7) consecutive days beginning at 00:01 hour Monday morning and ending at 24:00 hours the following Sunday night.

24.02 (a) The work year for a full-time employee shall be eighteen hundred and twenty (**1,820**) hours per calendar year.

(b) Except as provided for in clause 24.02(e) below, the normal work week shall be thirty-five (35) hours per week.

(c) Except as provided for in clause 24.02(e) below, the normal work day shall be seven (7) hours per day, exclusive of a meal period.

* (d) Subject to clause 24.17, Saturday and Sunday shall be normal days of rest.

(e) **Variable Hours of Work**

* An Employee may, by notifying the Employer in writing within ten (10) working days of the annual calendar of long and short weeks being announced, or December 15, whichever is later, elect to vary, with the concurrence of the Employer, the hours referred to in clauses 24.02(b) and (c), to one of the following two options:

1. **37½/27½ Hour Work Weeks**

(I) ~~For thirty-nine (39) weeks per year, the work week shall be thirty-seven and one-half (37½) hours and for thirteen (13) weeks the work week shall be twenty-seven and one-half (27½) hours.~~

(II) Workweek twenty-seven and one-half (27½) hours shall normally be completed in four (4) days. At the request of the employee and with the concurrence of the Employer, an

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employee may complete these hours of work in a period of other than four (4) days.

2. 40/20 Hour Work Weeks

- (i) For long work weeks the hours of work shall be forty (40) hours and short work weeks shall be twenty (20) hours.
 - (ii) Work weeks of twenty (20) hours shall normally be completed in three (3) days. At the request of the employee and with the concurrence of the Employer, an employee may complete these hours of work in a period of other than three (3) days.
- 3. The employee or the Employer may designate, at any time, up to two (2) of the short work weeks as "floating weeks" to be scheduled at times agreed to by the employee and the Employer.
 - 4. The Employer shall establish, as soon as practicable, for the following year, individual schedules for employees on variable hours of work. In so doing, the Employer shall consult with and consider the wishes of employees. Employees shall be informed in writing of the yearly schedule before the beginning of the year in question.
 - 5. The Employer may, at any time, change the annual calendar of long and short work weeks established pursuant to clause e) above in order to meet operational requirements of the House of Commons. The Employer agrees to make every reasonable effort to minimize the number and scope of changes to the annual calendar arising from operational requirements of the House of Commons and will consult with the local joint consultation committee prior to implementing such changes. The Employer, after consultation with the employee, reserves the right to modify an employee's schedule. Upon request of an employee, the Employer may modify the employee's schedule of variable work hours.
 - 6. Notwithstanding clause (e) above, the Employer may, following reasonable notice to, and following meaningful consultation with representatives of PSAC, implement a continuing thirty-five (35) hour work week.
 - 7. The Employer or the employee reserves the right to terminate participation in variable hours of work within thirty (30) working days' written notice.
 - 8. There shall be no additional cash payment to the employee solely by reason of a withdrawal from a variable hours of work

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schedule, Remaining hours of work in a calendar year shall be adjusted accordingly.

*

9. 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.

24.03 The Employer will make every reasonable effort:

- (a) to allow a minimum eight (8)-hour unpaid rest period from one continuous working period to the next;
- (b) to avoid excessive fluctuation in hours of work:
and
- (c) to post schedules of hours of work two (2) weeks in advance which will cover the normal requirements of the work area.

24.04 When an employee's scheduled hours of work do not commence and end on the same day, such hours shall be deemed for all purposes to have been entirely worked:

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

or

- (b) on the day they terminate, where more than half ($\frac{1}{2}$) of the hours worked fall on that day.

Accordingly, the first day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked the employee's last scheduled day of the week; and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated holiday if days of rest are separated thereby.

24.05 All scheduled hours of work shall be continuous and exclude a meal period of at least one-half ($\frac{1}{2}$) hour.

24.06 Staffing and the preparation, posting and administration of schedules of hours of work are the responsibility of the Employer.

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Rest Periods

- 24.07 The Employer shall, except when operational requirements do not permit, schedule two (2) ~~rest~~ periods of fifteen (15) minutes each for each seven (7)-hour period of work.
- 24.08 An employee may be required to register their attendance on a form or forms to be determined by the Employer.

OVERTIME

Assignment of Overtime Work

- 24.09 (a) Subject to the operational requirements of the House of Commons, the Employer shall make every reasonable **effort** to avoid excessive overtime and to allocate overtime work as equitably as practicable among readily available qualified employees and to provide as much advance notice as possible
- (b) Whenever possible and where it does not hamper service delivery, overtime will initially be offered to employees on a voluntary basis. In the absence of sufficient volunteers, the Employer will assign the overtime.
- (c) The application of this clause shall not result in a negative impact on operations or incur additional costs to the Employer.

Overtime Compensation

- 24.10 Subject to clause 24.09, when an employee is required by the Employer to work overtime, overtime shall be credited in hours at the following rates:
- (a) time and one-half (1½) for each hour of overtime actually worked after seven (7) hours per day, and for the first seven (7) hours of work on a first day of rest:
- (b) double (2) time for each hour of overtime worked after ten (10) hours' work in any twenty-four (24)-hour period or after seven (7) hours' work on the employee's first day of rest, and for all hours worked on the second or subsequent day of rest, provided the employee **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:

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- (c) overtime shall be compensated ~~in~~ equivalent time off with pay except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in cash;
 - (d) in periods of inactivity or reduced activity, the Employer reserves the right to schedule an employee's compensatory leave;
 - (e) compensatory leave earned in a calendar year and outstanding on December 31st of the next following calendar year shall be paid at the employee's daily rate of pay on December 31;
 - (f) an employee whose employment with the Employer is terminated shall receive pay in lieu of accumulated but unused compensatory leave at the employee's daily rate of pay on the employee's final day of employment. The accumulated but unused compensatory leave is the pro-rated amount at termination date;
 - (g) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer. An employee's request for compensatory leave shall not be unreasonably denied;
 - (h) Upon approval by the Employer of an employee's request for payment, when a payment is being made as a result of the application of this Article, the Employer will endeavour to make such payment by the twenty-first (21st) day of the month following the month in which the overtime is earned.
- * 24.11 An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked.
- 24.12 Time spent by the employee reporting to work or returning to their residence shall not constitute time worked.

Overtime Meal Allowance

- 24.13 (a) An employee who works three (3) or more hours of overtime,
- (i) immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period,
- or
- (ii) Immediately following the employee's scheduled hours of work,
- *

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shall be reimbursed for one **(1)** meal in the amount of eleven dollars **(\$11)** except where free meals are provided or when the employee **is** being compensated on some other basis. Reasonable **time** with pay, **to** be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to employee's place of work.

- * (b) When an employee works overtime continuously beyond the period provided in (a) above, the employee shall be reimbursed for one additional meal in the amount of eleven dollars **(\$11)** for each four (4)-hour period of overtime worked thereafter, except where **free** meals are provided or when the employee **is** being compensated on some other basis. Reasonable **time** with pay, **to** be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent **to** the employee's place **of** work.
- * (c) An employee who works ten (10) or more hours on a day of rest or a statutory holiday shall be reimbursed for one (1) meal in the amount of eleven dollars **(\$11)** and under the conditions specified in paragraph (a) above.
- (d) This clause shall not apply **to** an employee who is in travel status which entitles the employee **to** claim expenses for lodging and/or meals.

Transportation

24.14 An employee who **meets** one of the following criteria and has not been issued a House of Commons parking permit shall be provided with taxi voucher or taxi fare when required, upon presentation of a receipt and approved by the Employer:

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

or

(b) works four **(4)** hours of overtime and leaves work after 10:00 p.m.

Shift Premium

- * 24.15 (a) Effective July 1, 2003, an employee will receive a shift premium of one dollar and seventy-five cents **(\$1.75)** per hour for all hours worked, including overtime hours worked, on shifts, where four **(4)** or more hours are regularly scheduled between 6:00 p.m. and 6:00 a.m.

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- * (b) Effective July 1, 2004, an employee will receive a shift premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours worked, on shifts, where four (4) or more hours are regularly scheduled between 6:00 p.m. and 6:00 a.m.
- 24.16 An employee who is required to change their scheduled shift without receiving at least five (5) working days notice in advance of the starting time of such change in their scheduled shift, shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1½). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.
- * 24.17 Workload Scheduling

When because of operational requirements, and depending on the Parliamentary schedule, hours of work are scheduled to meet low, regular and peak workloads. They shall be scheduled as follows:

 - (a) **Low Workload Weeks**

On a weekly basis thirty-five (35) hours per week including two (2) consecutive days of rest which shall be Saturday and Sunday,
 - (b) **Regular and Peak Workload Weeks**

On a weekly basis thirty-five (35) hours per week including two (2) consecutive days of rest which shall normally be Saturday and Sunday.
 - (c) **In scheduling employees to work evenings and/or Saturday and Sunday, the Employer will endeavour in the following order, and in keeping with operational requirements to:**
 - (i) Offer the work on a voluntary basis to all employees who are normally required to perform the work;
 - (ii) Assign work on a rotational basis should there not be the required number of volunteers; and
 - (iii) Allocate IND/SCI resources in a mix with IND resources having a higher proportion of the day and weekday shifts.
 - (d) The clause on Workload Scheduling also applies to employees on variable hours of work. Consequential adjustments to their schedules of work will be established in order to address operational requirements and agreed to variable schedules.

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- (e) Clauses (a) and (b) above may not apply to seasonal certified indeterminate employees and uncertified indeterminate employees.

24.18 Weekend Premium

*

- (a) Effective July, 1, 2003, employees shall receive an additional premium of one dollar and sixty cents (\$1.60) per hour for all regularly scheduled hours worked at straight-time rates on a Saturday and/or Sunday.

*

- (b) Effective July, 1, 2004, employees shall receive an additional premium of two dollars (\$2.00) per hour for all regularly scheduled hours worked at straight-time rates on a Saturday and/or Sunday.

ARTICLE 25

PAY ADMINISTRATION

- * 25.01 An employee is entitled to be paid for services rendered at:

- (a) the pay specified in Appendix "A and Appendix "A-I" for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee's certificate of appointment;

or

- (b) the pay specified in Appendix "A and Appendix "A-I" for the classification prescribed in the employee's certificate of appointment if that classification and the classification of the position to which the employee is appointed do not coincide.

*

- * 25.02 (a) The rates of pay set forth in Appendix "A and Appendix "A-I" shall become effective on the dates specified therein.

*

- (b) Where the rates of pay set forth in Appendix "A and Appendix "A-I" have an effective date prior to the date of signing of this Agreement the following shall apply:

- (i) "retroactive period" for the purpose of clauses (i) and (ii) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the Agreement is signed,

- (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the

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estates of former employees who were employees in the bargaining unit during the retroactive period,

- (iii) rates of pay shall be paid in an amount equal to what would have been paid had the Agreement been signed on the effective date of the revision in rates of pay,
- (iv) in order for former employees or, in the case of death, for **the** former employees' **representatives** to receive payment in accordance with clause (b)(iii), the Employer shall notify, by registered mail, such Individuals at their last known address that they have thirty (30) calendar days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases,
- (v) no payment or no notification shall be made pursuant to clause 25.02(b) for one dollar or **less**.

25.03 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.

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

Acting Pay

25.05 (a) When an employee is required by the Employer to substantially perform the duties of a **higher** classification level in an acting capacity and performs those duties for a period of at least one **(1)** working day, the employee shall be paid acting pay calculated from **the** date **on** which the employee commenced **to** act as if the employee had been appointed to that higher classification level for the period in which the employee acts. Such pay **is** to be determined in accordance with clauses 25.10 **and** 25.11.

(b) When an employee is required by the Employer to substantially perform the **duties** of **a** higher classification level in an acting capacity for a continuous period of more than one year, they shall receive the increment increase established for the higher classification.

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- * (c) The Employer endeavours to distribute acting opportunities on an equitable basis taking into consideration the employee's desire for an opportunity to perform the duties of a higher classification, the organization of the establishment, operational requirements, qualifications of employees to perform the acting assignments, and the different needs of the work units.

25.06 When the regular pay day for an employee falls on the employee's day of rest, every effort shall be made to issue the employee's cheque on the employee's last working day, provided it is available at employee's regular place of work.

Pay Increment Administration

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

25.08 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** and Seasonal Certified Indeterminate (**SCI**) Employees

Part-Time and Seasonal Certified Indeterminate employees shall be entitled to receive a pay increment when employees have worked a total of eighteen hundred and twenty (1820) straight-time hours during a period of continuous employment, provided that the maximum rate for the employee's level is not exceeded.

Pay Increment Date

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

25.10 An employee appointed to a classification level having a maximum rate of pay four percent (4%) or more greater than the maximum of

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the employee's former classification level shall be paid in the new classification level at the rate of pay, nearest to the rate the employee was receiving immediately before the appointment, that gives an increase in pay of not less than the smallest pay increment for the new classification level. if there is no such rate, the employee shall be paid the maximum rate in the new scale.

- 25.11 (a) An employee appointed to a classification level having the same maximum rate of pay as the employee's former classification level shall be paid a rate of pay in the new scale of rates nearest to but not less than the rate the employee was receiving immediately before the appointment; except that when the employee is being paid a holding rate and the appointment is to the same classification level the employee shall retain the holding rate.
- (b) An employee appointed to a classification level having a maximum rate of pay which exceeds the maximum rate of their 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 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.
- 25.12 On demotion, an employee is paid at the rate in the range of rates of the employee's new position/classification which is closest to or equal to the employee's former rate of pay.

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

- 25.13 Where an employee's duties and responsibilities are reclassified to a level with a lower maximum rate of pay than the level at which the employee is being paid, the following shall apply:
- (a) Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.
- (b) Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. in respect to the pay of the incumbent, this may be cited as Salary Protection Status and subject to Section (c)(ii) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level.

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- (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.

25.14 When an employee dies, the salary due to the employee on the last working day preceding the employee's death shall continue to accrue to the end of the month in which the employee dies. Salary so accrued which has not been paid to the employee as at the date of the employee's death shall be paid to the employee's estate.

ARTICLE 26

TRAVELLING TIME

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

Stop-Over

26.02 Travelling time shall include time necessarily spent at each stop-over en-route provided such stop-over is not longer than five (5) hours.

26.03 For the purposes of clauses 26.02 and 26.04, the travelling time for which an employee shall be compensated is as follows:

- (a) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure and, upon return, direct to the employee's residence or work place;
- (b) for travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's 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

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authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

Travelling Time Compensation

- 26.04 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) an employee who travels on a normal working day shall receive the regular pay for that day and be compensated at the applicable overtime rate for the first five (5) hours travelled in excess of the normal daily hours of work and at straight time for the remaining contiguous hours travelled;
 - (b) an employee who travels on a day of rest or on a designated paid holiday shall be compensated at the applicable overtime rate for the first five (5) hours travelled and at straight time for the remaining contiguous hours travelled;
- 26.05 Overtime under this Article shall not be recognized for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer,
- 26.06 All calculations for travelling time shall be based on each completed period of fifteen (15) minutes.
- 26.07 Employees who are required to travel will be reimbursed all expenses incurred for the purchase of traveller's cheques.

Telephone Calls ~~While~~ on Travel Status

- 26.08 When an employee is on travel status, which includes at least one (1) overnight stay, an employee will be allowed a 10-minute personal long distance telephone call per day using the Government Intercity Calling Card.
- * 26.09 An employee whose schedule for returning home from travel status has been altered for reasons outside their control shall be reimbursed the cost of a three (3) minute station-to-station call home. A receipt is not required. The change in schedule shall be noted on the travel claim.

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Time Zone Changes — Rest Period

- 26.10 (a) To alleviate fatigue caused by rapid time zone changes or overnight travel, a suitable rest period will be arranged between the time the employee arrives at the destination and the time the employee is required to report to work.

Leave Upon Return from Travel

- * (b) Upon advance request and based on operational requirements, the Employer will make every reasonable effort to grant the employee's request for up to a maximum of seven (7) hours of annual or compensatory leave with pay when returning from travel status.

- 26.11 In situations not otherwise covered by the terms and conditions of employment or collective agreements, employees who are required to work through or beyond normal meal hours and who are clearly placed in situations of having to spend more for the meal than would otherwise be the case, may be reimbursed, based on receipts, or when circumstances dictate, actual and reasonable expenses may be reimbursed where employees are placed in situations where a meal is of exceptionally high or low cost in the following circumstances:

- (a) when employees are required to attend conferences, seminars, meetings or public hearings at which weekend sessions are scheduled;
- (b) when employees are required to attend formal full day conferences, seminars, meetings or hearings and where meals are an integral part of the proceedings;
- (c) when intensive task force or committee studies are enhanced by keeping participants together over a normal meal period;
- (d) other exceptional situations resulting directly from an employee's duties, where the reimbursement of meal expenses is clearly reasonable and Justifiable.

- 26.12 Where an employee is obliged to incur meal costs that are higher than the established per diem rate, the employee shall be reimbursed the actual and reasonable expenses incurred, based on receipts, for all meal expenses incurred on that travel day.

- 26.13 (a) Payment for the use of a suitable conveyance, such as an ambulance or taxi, shall be authorized where an employee becomes ill or is injured while on duty or while in travel status

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when, in the opinion of the Employer or the attending physician, the nature of the illness or injury requires that the employee be transported to a medical treatment facility, to the accommodation occupied while in travel status, or home.

- (b) An employee shall be reimbursed the necessary expenses incurred as a result of illness or accident occurring while in travel status, to the extent that the Employer is satisfied the expenses were additional to those which might have been incurred had the employee not been absent from home, and which were not otherwise payable to the employee under an insurance policy or other authority.

An employee who becomes ill or is injured while in a foreign country will, where practical, be provided with a justifiable, accountable advance when incurring sizeable medical expenses. Such advances would subsequently be repaid to the Employer under the employee's private insurance plans or other authority,

- (c) When, in the opinion of the attending physician, an employee's condition resulting from illness or injury while in travel status warrants the presence of the next of kin or a representative of the family, actual and reasonable travel expenses in accordance with this policy may be reimbursed, subject to the Employer's approval as if that person were an employee.
- (d) An employee in travel status in Canada or the continental USA may be authorized to return to the headquarters area as a result of personal illness or accident, or in the event of emergency situations at home (e.g., serious illness) when, in the opinion of a physician, the employee should return home.
- (e) When a trip home for the reasons specified in this article is not warranted, actual and reasonable expenses incurred for long distance telephone calls home (e.g., one five (5) minute, station-to-station call per day) may be reimbursed when supported by evidence of need (e.g., doctor's certificate).

Death

- 26.14 When an employee dies while in travel status, the Employer shall authorize the payment of necessary expenses that are additional to those which might have been incurred had the death occurred in the National Capital Region. Included in the expenses payable under this article are:

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- (a) at the place where death occurred: ambulance, hearse, embalming, outside crate (but not the cost of a coffin) and any other services or things required by local health laws; and
- (b) transportation of the remains to the National Capital Region or, if desired by the survivors, to another location, up to the cost of transportation to the National Capital Region, Costs for an escort over and above the costs included in transporting the remains are payable only when the attendance of an escort is required by law.

Child Care Assistance

26.15 An employee who is required to be absent from home overnight on House of Commons business travel and whose dependants for whom the employee has sole responsibility reside with the employee and are all under 16 years of age, may receive assistance for each night's absence for child care expenses incurred in excess of those incurred by the employee for care of the children during the work day. For the purpose of this article, "sole responsibility" indicates a situation where there is no other individual sixteen years or older permanently residing with the family or where the individual 16 or over remaining at home is incapable of providing child care for reasons of either physical or mental disability. The terms of assistance are as follows:

- (a) an allowance of ten dollars (\$10) for each night when the child(ren) are left in the care of a friend or relative not normally residing with the family;
- (b) fifteen dollars (**\$15**) for each night for nannies/ housekeepers who normally reside with the family;
- (c) up to thirty dollars (\$30) for each night to individuals at arms length who provide child care as a regular source of income and who do not reside with the family;
- (d) up to fifty five dollars (**\$55**) for each night the child(ren) are left in the care of a bonded sitter provided by a company in the business of providing child care services and which is taxed as a company.

Receipts for (b) and (c) shall include the costs, dates of employment, the sitter's name, phone number and social insurance number, and (d) would be reimbursed based on an invoice which includes the cost, dates of employment, the company name and phone number and the sitter's name.

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26.16 When a payment is being made **as** a result of the application of this Article, the Employer will endeavour to make such payment by the **twenty-first (21st)** day of the month following the month in which the request for payment has been approved by the Employer.

Luggage

26.17 When an employee's luggage is damaged or rendered in a **condition** beyond repair **while** travelling **on** official business and the carrier has no compensation policy for luggage, the Employer agrees to pay for either repair if the employee's luggage is damaged or full replacement if beyond repair. **The** maximum compensation per **piece** of luggage under this clause will be \$75.00.

ARTICLE 27

CALL-BACK PAY

27.01 If an employee is called back to work

(a) on the employee's day of **rest**,

or

(b) after the employee has completed their work for the day and has left their place of work, and returns to work, the employee, shall be paid the greater of:

* (i) the minimum of four **(4)** hours' pay at the straight-time rate of pay for each call-back to a maximum of eight **(8)** hours' pay in an eight **(8)** hour period:

or

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

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

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

COLLECTIVE AGREEMENT

No Pyramiding of Payments

- * 27.03 Payments provided under Overtime and Call-Back provisions of this Agreement shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.
- 27.04 Notwithstanding clause 27.01(b)(i), an employee on travel status may not benefit from the minimum remuneration provision of this Article.
- * 27.05 When an employee is required to report for work and reports under the conditions described in clause 27.01, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
 - (a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use their automobile when the employee travels by means of the employee's own automobile,
 - or
 - (b) out-of-pocket expenses for other means of commercial transportation.

ARTICLE 28

HEALTH AND SAFETY

The Employer agrees to adhere to the basic principles in the Canada Labour Code and the Canada Occupational Safety and Health Regulations in terms of minimum standards for the health and safety of employees in the bargaining unit within the workplace.

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

- 28.02 (a) Where an employee deems it unsafe for the employee to undertake work and the situation presents a clear and definite hazard to life and limb, it shall be the employee's responsibility to notify their supervisor, or if that is not possible, to summon help as is required. If neither course of action is possible, and if the situation still presents a clear and definite hazard to life and limb, the employee may refuse to complete the job, pending the elimination of the hazardous situation. Nevertheless, if the perceived hazard does not present a situation of imminent danger, the complaint shall be referred to the Joint Occupational Safety and Health Committee.
- (b) Notwithstanding the above and where it can be shown that the situation did not present a clear and definite hazard to life and limb, the employee may be subject to the appropriate disciplinary measure.
- 28.03 Leave of absence with pay up to six (6) months will be granted by the Employer to any employee on account of physical injury and/or mental strain received in the performance of their duties which is compensable under provisions of the Government Employees' Compensation Act and approved by the Workplace Safety and Insurance Board. This leave will not be charged against any of the employees' sick leave credits.
- 28.04 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 the employee by the Employer.
- 28.05 The Employer agrees to discuss the health and safety aspects of equipment with the Joint Occupational Safety and Health Committee wherever Health and Safety problems with regards to its use are raised by the employees concerned.

Joint Occupational Safety and Health Committee

- 28.06 (a) The Employer will establish a Joint Occupational Safety and Health Committee which will have the following powers:
- (i) shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the Committee,

COLLECTIVE AGREEMENT

- (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 PSAC or at the Employer's or PSAC's request, relating to the safety and health of the employees represented by the Committee, but shall not have access to the medical records of any person except with the consent of that person,
- (b) The Reporting and Text Processing Sub-Groups Bargaining Unit shall have **one** member on ~~this~~ Committee.
- (c) Meetings will **be** held at least once each quarter. Special meetings required on an urgent basis shall be held at the call of either co-chairperson, who should both be present at that

meeting. The absence of one of the co-chairpersons will not prevent the holding of an emergency meeting.

- (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.

28.07 Matters referred to the Joint Occupational Safety and Health Committee shall be dealt with in an expeditious and appropriate manner. In the event that a complaint is not resolved by the Joint Occupational Safety and Health Committee, employee(s) may file a grievance that would be expeditiously processed in accordance with Article 32.

28.08 The Employer will grant reasonable time off with pay to the PSAC representative to attend meetings of the Joint Occupational Safety and Health Committee.

ARTICLE 29

STATEMENT OF DUTIES

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

- 29.02 When a job description is going to be rewritten, the Employer shall provide reasonable notice of their intention to consult and seek the employees' input. Employees shall be granted a minimum of five (5) working days notice to develop and provide their input. The employees' input shall be taken into consideration when finalizing the job description. The employee shall receive a copy of the revised job description at least five (5) working days prior to its implementation.

ARTICLE 30

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 30.01 (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 the employee at that time. An employee's signature on the employee's assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (½) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.
- 30.02 (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 document which provides instructions to the person conducting the review.
- (b) If during the employee performance review, either the form or instructions are changed they shall be given to the employee.
- 30.03 Upon written request of an employee, the personnel file of that employee shall be made available twice (2) per year for their examination in the presence of an authorized representative of the Employer and, at the employee's request, a representative of the employee. Then the employee may obtain a copy of any document on the personnel file.

REPORTING AND TEXT PROCESSING BARGAINING UNIT

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

ARTICLE 31

SUSPENSION AND DISCIPLINE

31.01 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.

31.02 The Employer shall notify the local representative of PSAC that such suspension has occurred.

* 31.03 When an employee is required to attend a meeting, the purpose of which is to:

(a) Discuss a matter which may lead to a disciplinary sanction being imposed on the employee or,

(b) render a disciplinary decision concerning the employee, then

(i) The Employer shall advise the employee that the employee is entitled to have a representative of the Union attend these meetings, and

(ii) An employee shall receive a written notice of at least twenty-four (24) hours of a meeting under (b) above.

31.04 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

31.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

ARTICLE 32

GRIEVANCE PROCEDURE

- 32.01** The parties recognize the value of informal discussion between employees and their supervisors to the end that problems may be resolved without recourse to a formal grievance.
- 32.02** Subject to and as provided in Section 62 of the Parliamentary Employment and Staff Relations Act, an employee who feels that the employee has been treated unjustly or considers himself aggrieved by any action or lack of action by the Employer is entitled to present a grievance in the manner prescribed in clause 32.04 except that, where the grievance relates to the interpretation or application of this Collective Agreement or a related Arbitral Award, the employee is not entitled to present the grievance unless the employee has the approval of and is represented by PSAC.
- 32.03** The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies,
- 32.04** An employee who wishes to present a grievance at a prescribed level in the grievance procedure, shall transmit their grievance to their immediate supervisor or local officer-in-charge who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level:
 - and
 - (b) provide the employee with a receipt stating the date on which the grievance was received by him;
 - (c) The grievance procedure shall contain three (3) steps as follows:
Level 1 : First level management or manager on duty,

REPORTING AND TEXT PROCESSING BARGAINING UNIT

Level 2: Director or equivalent,

Level 3: The Clerk or their designated representative.

- 32.05** A grievance of an employee shall not be deemed to be invalid by reason only that it is not in accordance with the form supplied by the Employer.
- 32.06** PSAC shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 32.07** An employee may present a grievance to the First Level of the procedure in the manner prescribed in clause **32.04**, not later than the fifteenth (15th) working day after the date on which the employee is notified orally or in writing or on which the employee first becomes aware of the action or circumstances giving rise to grievance.
- 32.08** The Employer shall normally reply to an employee's grievance, at any level in the grievance procedure, except the final level, within fifteen (15) working days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the employee, the employee may submit a grievance at the next higher level in the grievance procedure within ten (10) working days after that decision or settlement has been conveyed to the employee in writing.
- 32.09** If the Employer does not reply within fifteen (15) working days from the date that a grievance is presented at any level, except the final level, the employee may, within the next ten (10) working days, submit the grievance at the next higher level of the grievance procedure.
- 32.10** The Employer shall normally reply to an employee's grievance at the final level of the grievance procedure within thirty (30) working days after the grievance is presented at that level.
- 32.11** Where an employee has been represented by PSAC in the presentation of their grievance, the Employer will provide the appropriate representative of PSAC with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 32.12** The decision given by the Employer at the Final Level in the grievance procedure shall be final and binding upon the employee unless the grievance is a class of grievance that may be referred to adjudication.

COLLECTIVE AGREEMENT

- 32.13** in determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.
- 32.14** The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, PSAC representative.
- 32.15** (a) Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels, except the final level, may be eliminated by agreement of the Employer and the employee, and, where applicable, PSAC.
- * (b) Where a decision has been rendered by the employer's representative who normally hears grievances at the first (1st) level, any resulting grievance will, at the request of the grievor, be referred directly to the second (2nd) level of the grievance process.
- 32.16** Where the Employer terminates, demotes, denies an appointment or denies a classification level to an employee, the grievance procedure set forth in this Agreement shall apply except that:
- (a) the grievance shall be presented at the final level only;
- and
- (b) the time limit within which the Employer is to reply may be extended by mutual agreement to sixty (60) working days.
- 32.17** An employee may abandon a grievance by written notice to their immediate supervisor or officer-in-charge.
- 32.18** An employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance.
- 32.19** No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon their grievance or refrain from exercising the employee's right to present a grievance as provided in this Collective Agreement.
- 32.20** Where an employee has presented a grievance that may be referred to adjudication and the employee's grievance has not been dealt with to the employee's satisfaction at the Final Level of the grievance procedure, the employee may refer the grievance to

adjudication in accordance with the provisions of the Parliamentary *Employment and Staff Relations Act*.

- 32.21 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of the employee of a provision of this Collective Agreement or a related arbitral award, the employee is not entitled to refer the grievance to adjudication unless the bargaining agent for the bargaining unit to which this Collective Agreement or related arbitral award applies signifies in prescribed manner:
- (a) its approval of the reference of the grievance to adjudication;
 - and
 - (b) its willingness to represent the employee in the adjudication proceedings.

ARTICLE 33

HEALTH AND INSURANCE BENEFITS

- 33.01 Current practices will prevail for the duration of this Agreement, except that any changes in medical, dental, hospital and disability plans, including the premium payable by employees, applicable to the majority of those employed in the Public Service of Canada for whom Treasury Board is the employer, will, during the life of this Agreement, be applicable to the employees under this Agreement.
- 33.02 An employee who, prior to the signing of this collective agreement, was covered under the terms of the Public Service Management Insurance Plan shall continue to be so covered, and shall be entitled to receive any improvement made in respect to the Public Service Management Insurance Plan during the term of this Agreement, unless the employee wishes to cancel their coverage.

ARTICLE 34

STANDBY

- 34.01 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of ten dollars (\$10) for each eight (8)

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consecutive hours or portion thereof that the employee is on standby.

- 34.02** An employee designated by list for standby duty shall be available during their period of standby at a known telephone number and be available to report for duty within two (2) hours if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.
- 34.03** No standby payment shall be granted if an employee is unable to report for duty when required.
- 34.04** 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.
- 34.05** Time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

No Pyramiding of Payments

- 34.06** Payments provided under the Overtime, Designated Paid Holidays and Call-Back Pay provisions of this Agreement and clause **34.04** above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

ARTICLE 35

JOB SECURITY

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

ARTICLE 36

PRIVACY AND CONFIDENTIALITY

- 36.01 The Employer recognizes and respects the employee's right to privacy, including the confidentiality of an employee's personal communications and the protected status of personal information.
- 36.02 PSAC recognizes the employee's responsibility to use means of communication in an informed and responsible manner and the Employer's right to ensure acceptable usage.
- 36.03 Changes to policy and practice with regard to acceptable usage and monitoring shall be the subject of timely joint consultation,

ARTICLE 37

AGREEMENT REOPENER

- 37.01 This Agreement may be amended by mutual consent.

ARTICLE 38

DURATION

- * 38.01 This collective agreement shall expire on June 30, 2006.
- * 38.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the 12th day of the month of October 2004.

ARTICLE 39

PAY NOTES

- * **Employees who are on "Salary Protection Status", refer to Appendix "A" and clauses 39.01, 39.02 and 39.03.**
- * 39.01 Effective July 1, 2003, an employee will move to the A line at the rate of pay nearest to, but not less than, the employee's rate of pay.

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- * 39.02 Effective July 1, 2004, an employee will move to the B line at the rate of pay nearest to, but not less than, the employee's rate of pay.
- * 39.03 Effective July 1, 2005, an employee will move to the C line at the rate of pay nearest to, but not less than, the employee's rate of pay.
Employees who are not on the "Salary Protection Status" refer to Appendix "A" and Appendix "A-I" for clauses 39.04, 39.05, 39.06 and 39.07.
- * 39.04 Effective July 1, 2003, an employee will move to the "A" line on Appendix "A" at the rate of pay nearest to, but not less than, the employee's rate of pay.
- * 39.05 Effective January 1, 2004, an employee will be converted to the following levels in the Universal salary scale, Appendix "A-1":

Senior Editor	Level C
Editor	Level D
Transeditor	Level F
Proofreader	Level E
Publishing and Quality Assurance Coordinator	Level E
Publishing and Quality Assurance Officer	Level G
- * 39.06 Effective July 1, 2004, employees will move from the A line on Appendix "A-I", to the B line at the rate of pay nearest to, but not less than the employee's rate of pay.
- * 39.07 Effective July 1, 2005, employees will move from the B line on Appendix "A-I", to the C line at the rate of pay nearest to, but not less than the employee's rate of pay.

ARTICLE 40

* **Part-time and Seasonal Certified Indeterminate (SCI) Employees**

- 40.01 Seasonal Certified Indeterminate employees working thirty-five (35) hours per week or less and part-time employees whose normal scheduled hours of work are on average less than thirty-five (35) hours per week shall be **entitled** to the following benefits:

REPORTING AND TEXT PROCESSING BARGAINING UNIT

- (a) These employees shall be paid at the hourly rate of pay for all hours of work performed up to seven (7) hours in a day or up to thirty-five (35) hours in a week.
- (b) The days of rest provisions in this Collective Agreement apply only in a week when these employees have worked five (5) days and a minimum of thirty five (35) hours in the week.
- (c) These employees shall not be paid for the designated holidays but shall, for each month in which the employee receives pay for at least seventy (70) hours, be paid a premium of four point six (4.6%) percent for all straight-time hours worked.
- (d) When such employees are required to work on a day which is prescribed as designated paid holiday for a full-time employee in clause 19.01 of this Agreement, the employees shall be paid time and one-half (1 ½) the hourly rate of pay for the first seven (7) hours worked on the holiday and double (2) time thereafter.
- (e) (i) Overtime means authorized work performed in excess of the normal daily or weekly hours of work of a full-time employee as specified by this Agreement but does not include time worked on a holiday
(ii) Subject to clauses (e)(i), employees who are required to work overtime shall be paid overtime rates as specified by this Agreement.
- (f) Employees shall not earn vacation leave credits, but shall, for each month in which the employees receive pay for at least seventy (70) hours, be paid a premium of six (6%) percent for all straight-time hours worked.
- (g) Notwithstanding the provisions of Article 23 (Severance Pay), where the period of continuous employment in respect of which severance benefit is to be paid consists of both full and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.
- (h) Unless otherwise specified in the Article, employees shall be entitled to the benefits provided under this Agreement, in the same proportion as their actual hours of work for their previous two (2) consecutive pay periods divided by one hundred and forty (140) hours.

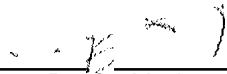
COLLECTIVE AGREEMENT

- (i) Continuous employment for employees shall include all time in the bargaining unit pro-rated in the ratio of the employees' hours of work as compared to a full-time employees' hour of work of eighteen hundred and twenty (1820) hours.

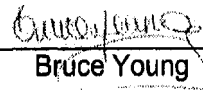
REPORTING AND TEXT PROCESSING BARGAINING UNIT

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


THE HOUSE OF
COMMONS OF CANADA



Bonita Neri



Bruce Young



Christine Burbridge



Vina Godier

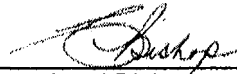


Muriel B. Droessler

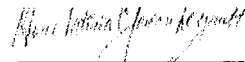


Marcel Dubé, Negotiator

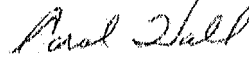
THE PUBLIC SERVICE
ALLIANCE OF CANADA



Carol Bishop



Anne Patricia Gareau-Legault



Carol Wall, Negotiator



Ed Cashman
Regional Executive-
Vice President-
National Capital Region

COLLECTIVE AGREEMENT

APPENDIX A

RATES OF PAY

Reporting(RPT) and Text Processing(TXT) Sub-Groups

Reporting Sub-Group (RPT)

- F Effective June 30, 2003
- A Effective July 1, 2003 3.0% — Economic Increase
- B Effective July 1, 2004 3.0% — Economic Increase
- C Effective July 1, 2005 3.0% — Economic Increase

STEP		1	2	3	4	5	6	7
RPT-1	FROM	59,180	61,827	64,580	67,458	70,462	73,625	75,098
	A	60,965	63,682	66,517	69,482	72,578	75,834	77,351
	B	62,784	65,692	68,513	71,566	74,753	78,109	79,671
	C	64,668	67,560	70,568	73,713	76,996	80,852	82,062
RPT-2	FROM	54,250	56,669	59,181	61,827	64,580	67,458	68,807
	A	55,878	58,369	60,966	63,682	66,517	69,482	70,871
	B	57,554	60,120	62,785	65,592	68,513	71,566	72,997
	C	59,280	61,924	64,669	67,560	70,568	73,713	75,187
RPT-3	FROM	50,105	52,136	54,250	56,458	58,753	61,136	62,359
	A	51,608	53,700	55,878	58,152	60,516	62,970	64,230
	B	53,156	55,311	57,554	59,896	62,331	64,859	66,157
	C	54,751	56,970	59,280	61,693	64,201	66,805	68,141
RPT-4	FROM	42,756	44,484	46,288	48,159	50,083	52,087	53,130
	A	44,039	45,819	47,677	49,604	51,585	53,650	54,724
	B	45,360	47,193	49,107	51,092	53,133	55,259	56,366
	C	46,721	48,609	50,580	52,625	54,727	56,917	58,057
RPT-5	FROM	37,442	38,920	40,459	42,049	43,712	45,440	46,349
	A	38,565	40,088	41,673	43,310	45,023	46,803	47,739
	B	39,722	41,290	42,923	44,610	46,374	48,207	49,172
	C	40,914	42,529	44,211	45,948	47,765	49,654	50,647
RPT-6	FROM	34,531	35,892	37,302	38,780	40,318	41,908	42,747
	A	35,567	36,969	38,421	39,943	41,528	43,165	44,029
	B	36,634	38,078	39,574	41,142	42,773	44,460	45,350
	C	37,733	39,220	40,761	42,376	44,057	45,794	46,711

REPORTING AND TEXT PROCESSING BARGAINING UNIT

Text Processing Sub-Group (TXT)

F: Effective June 30, 2003

A: Effective July 1, 2003 3.0% - Economic Increase

B: Effective July 1, 2004 3.0% - Economic Increase

C: Effective July 1, 2005 3.0% - Economic Increase

TXT-1

Step	1	2	3	4	5	6	7	8	9
FROM	42,756	44,484	46,288	48,159	50,105	52,136	54,250	56,458	57,588
A:	44,039	45,819	47,677	49,604	51,608	53,700	55,878	58,152	59,316
B:	45,360	47,193	49,107	51,092	53,156	55,311	57,554	59,896	61,095
C:	46,721	48,609	50,580	52,625	54,751	56,970	59,280	61,693	62,928

TXT-2

Step	1	2	3	4	5	6	7	8	9	10	11
FROM	31,151	32,404	33,715	35,077	36,486	37,964	39,501	41,092	42,756	44,484	45,374
A:	32,086	33,376	34,726	36,129	37,581	39,103	40,686	42,325	44,039	45,819	46,735
B:	33,048	34,377	35,768	37,213	38,708	40,276	41,907	43,595	45,360	47,193	48,137
C:	34,040	35,409	36,841	38,330	39,869	41,484	43,164	44,901	46,721	48,609	49,581

APPENDIX A-1

RATES OF PAY / UNIVERSAL SCALE

Reporting(RPT) and Text Processing (TXT) Sub-Groups

A Effective January 1, 2004 Conversion to Universal Scale
 B Effective July 1, 2004 3.0% — Economic Increase
 C Effective July 1, 2005 3.0% — Economic Increase

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

APPENDIX B

MEMORANDUM OF AGREEMENT

RE: LOCAL JOINT CONSULTATION

During negotiations, both parties recognized the benefits to be derived from local joint consultation in the work environment and indicated a desire to initiate a formal consultation process within the Parliamentary Publications Directorate. Among other topics, **the** parties agree to engage in meaningful consultation regarding the introduction of equipment, material or work practices of a different nature than previously used.

The parties recognize that technological change is an important issue facing the workforce today. Therefore, the topic of technological change will remain **as a** standing item for joint consultation at all meetings.

In an **effort to** foster Union-Management consultation at the local level, Management undertakes to co-ordinate the creation of a joint consultation committee for the Parliamentary Publications Directorate.

The parties agree **to** retain the services of a facilitator to assist them in the establishment of the committee's terms of reference and to provide committee members with training on the principles and mechanisms of joint consultation.

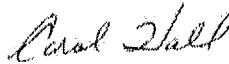
The parties will mutually agree on the selection of the facilitator and their fees will be Management's responsibility.

**On behalf of the
House of Commons
of Canada**



Bonita Neri

**On behalf of the
Public Service Alliance
of Canada**



Carol Wall

APPENDIX C
MEMORANDUM OF AGREEMENT

**RE: RESPECTING HOURS OF WORK —
EARNING CREDITS ON AN HOURLY BASIS**

The parties agree that the collective agreement shall be administered according to the following provisions:

1. **Article 21 — Sick Leave**

Clause 21.01 — An employee shall earn sick leave credits at the rate of eight point seventy-five (8.75) hours for each calendar month for which an employee receives pay for at least ten (10) days,

2. **Article 18 — Vacation Leave with Pay**

Clause 18.02 — An employee shall earn vacation leave credits at the following rate for each calendar month during which an employee receives pay for at least ten (10) days:

(a) (i) ...eleven point six hundred and sixty-seven (11.667) hours per month..

(ii) ...fourteen point five hundred and eighty-three (14.583) hours per months,..

(iii) ...seventeen point five (17.5) hours per month...

3. In accordance with clause 17.07 of the collective agreement, when leave is granted, it shall 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 schedule to work on that day.

**On behalf of the
House of Commons
of Canada**

**On behalf of the
Public Service Alliance
of Canada**

Bonita Neri


Carol Wall

APPENDIX D

MEMORANDUM OF AGREEMENT

RE: VARIABLE HOURS OF WORK

The following provisions of the collective agreement shall apply to employees on variable hours of work as per clause 24.02(e).

1. **Article 2 — Interpretation and Definitions**

Clause 2.01(e) — “daily rate of pay” — not applicable

Clause 2.01(k) — “hourly rate of pay” — not applicable

2. **Article 20 — Other Leave with or without Pay**

Clause 20.02 — Bereavement — A day specified in this clause means a calendar day.

3. **Article 24 — Overtime**

Clause 24.10 — Overtime Compensation — Overtime shall be paid on a normal work day for time worked in **excess** of the employee's scheduled hours of work for that day.

4. **Article 24 — Work on a Day of Rest — As per clause 24.10 of the collective agreements.**

5. **Article 19 — Designated Paid Holiday**

Clause 19.05 — Employee Working on a Holiday — Where an employee works on a holiday, the employee shall be compensated as per clause 19.05. A designated paid holiday shall account for seven **(7)** hours.

6. When the schedule of an employee is arranged **so** that no hours of work are scheduled for one or more days during the work week (Monday to Friday) each day shall **be** considered a day of rest,

7. In accordance with clause 17.07 of **the** collective agreement, when leave is granted, it will be granted on an hourly basis and the

COLLECTIVE AGREEMENT

number of hours debited for each day of leave being equal to the number of hours scheduled for the employee for that day.

8. Article 24.10- OVERTIME COMPENSATION

Employees shall not receive:

(a) more compensation at the applicable hourly rate solely because regularly scheduled "variable workweeks" exceed thirty-five (35) hours per week,

or

(b) less compensation at the applicable hourly rate solely because regularly scheduled "variable workweeks" are less than thirty-five (35) hours per week.

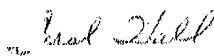
9. The implementation of the 37½/27½ and 40/20 work schedules shall not result in any additional overtime work or additional payment by reason only of such variation in the work schedules. There shall be no additional compensation earned by an employee as a result of the application of the 37½/27½ and 40/20 work schedules.

**On behalf of the
House of Commons
of Canada**



Bonita Neri

**On behalf of the
Public Service Alliance
of Canada**



Carol Wall

APPENDIX E

MEMORANDUM OF AGREEMENT

in order to provide employees who are in a "Salary Protection Status" with appropriate skills and knowledge to improve their employment opportunities, one hundred percent (100%) reimbursement not exceeding two thousand dollars (\$2000), shall be available to them for the successful completion of professional development courses taken outside regular working hours during the duration of this agreement, subject to the prior approval of the responsible manager.

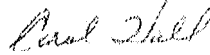
This memorandum is signed at Ottawa on the 7th day of January 2004.

**On behalf of the
House of Commons
of Canada**



Bonita Neri

**On behalf of the
Public Service Alliance
of Canada**



Carol Wall

APPENDIX F

MEMORANDUM OF AGREEMENT

Seasonal Certified Indeterminate(SCI) Employees

The conditions listed below are to be applied/followed to obtain or lose the status of Seasonal Certified Indeterminate Employee.

1. A person who works seven hundred (700) hours in two (2) consecutive calendar years will obtain the status of seasonal certified indeterminate employee effective January 1st of the year following these two (2) consecutive years in which the seven hundred (700) hour threshold was surpassed. The collective agreement and the terms and conditions of employment for SCI employees will begin on ~~the~~ first (1st) day that employment resumes in that year.
2. A SCI employee who works less than seven hundred (700) hours in two (2) consecutive years will no longer be recognized as a SCI employee effective December 31st of the second (2nd) year in which the SCI employee did not reach the threshold of seven hundred (700) hours for those two (2) consecutive years,
3. Due to the irregularity of work available during election years, if a SCI employee works less than seven hundred (700) hours during an election year and therefore the threshold of seven hundred (700) has not been met for that year, this discrepancy will not be used to lose the status of a SCI employee.
4. Notwithstanding clauses 1 and 2 above, when a person works less than seven hundred (700) hours in an election year, and works more than seven hundred (700) hours in the year preceding the election year and in the year following this election year, SCI employee status is granted on January 1st following this three (3) year period.
5. Notwithstanding clauses 1 and 2 above, when a SCI employee works less than seven hundred (700) hours in the year preceding the election year and in the year following this election year, SCI employee status is ~~lost~~ on January 1st following this three (3) year period.

6. Local Joint Consultation Committee

The Employer will provide twice a year, statistical information to the Local Union concerning the hours worked by uncertified and by seasonal certified indeterminate employees. The data will **be** provided in July and January of each year for the period covering the previous six (6) months. Persons who believe that they should have been Included in **the** bargaining unit, under the terms of this Memorandum of Agreement, or that their hours of work were incorrectly recorded, may refer the matter to the Local Joint Consultation Committee for correction.

7. Vacant SCI positions will **be** filled through the normal staffing process of the House of Commons. The successful candidate will be covered by **the** collective agreement and this MOU on the first **day** of work. The Employer may appoint persons with the status of SCI employee **at** any time.

APPENDIX G

MEMORANDUM OF AGREEMENT

RE: WORKLOAD SCHEDULING

During negotiations, the Employer proposed language dealing with shift work and normal rest days other than Saturday and Sunday. Other consequential amendments to other clauses dealing with this issue were also proposed.

Both parties have recognized the value and benefits derived from having local joint consultation prior to the implementation of a shift schedule. The Employer commits to address the concerns and issues of employees.


This memorandum is signed at Ottawa on the 7th day of January 2004.

**On behalf of the
House of Commons
of Canada**



Bonita Neri

**On behalf of the
Public Service Alliance
of Canada**



Carol Wall

**APPENDIX H
MEMORANDUM OF AGREEMENT**

RE: TRANSITION TO NEW PAY STRUCTURE

1.0 Pay Administration

1.1 Rates of Pay

Rates of pay applicable to jobs evaluated under the new Job Evaluation Plan (the Plan) are found in Appendix "A-1" of the collective agreement.

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

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

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

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

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

1.4 Pay Increment Administration

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

COLLECTIVE AGREEMENT

the employee receives an increase on conversion equal to or greater than that which would have been received on promotion:
or

the employee was paid at the maximum of the former group and level and is not paid at the maximum in the new group and level.

In these instances, a new increment date shall be established from the date of conversion.

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

2.0 Conversion Review Procedure

The parties recognize that implementation of a new Job Evaluation Plan is likely to result in a number of classification review requests. The parties agree to the following process for dispute resolution consisting of two (2) levels of review:

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

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

2.1 First Level — Informal Review Process

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

2.1.1 Intent

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

and

REPORTING AND TEXT PROCESSING BARGAINING UNIT

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

- 2.1.2 An employee who has concerns about the evaluation results of his/her substantive position shall bring them to the attention of the Employer by submitting a written request outlining his/her concerns directly to the attention of the Classification Renewal Program Office. A copy shall also be forwarded to the employee's immediate supervisor. This request shall be made no later than fifteen (15) working days after the date of signature of the collective agreement,
- 2.1.3 More than one incumbent may have concerns with respect to the same position and submit a request. In such a case, these concerns shall be collected and handled simultaneously to resolve all requests related to the same generic Job.
- 2.1.4 The Classification Renewal Program Office shall review the concerns and respond in writing within thirty (30) working days.
- 2.1.5 Time limits may be extended by mutual agreement; such agreement shall be in writing.
- 2.2 **Second Level — Classification Review Committee**
 - 2.2.1 An employee who believes that his/her position has been improperly classified and is unsatisfied with the response provided by the Classification Renewal Program Office under clause 2.1 above, may submit a request for review to the Classification Review Committee. Such request shall be submitted no later than fifteen (15) working days after the employee has received the results of the Informal Review Process.
 - 2.2.2 The Classification Review Committee shall conduct a review of all requests and shall inform each employee of the results no later than twenty (20) working days after the submission for review. Time limits may be extended by mutual agreement; such agreement shall be in writing.
 - 2.2.3 The Classification Review Committee shall endeavour to reach consensus on all evaluations. Failing consensus, the Third Party shall decide.
 - 2.2.4 The decision of the Classification Review Committee is final and binding.

COLLECTIVE AGREEMENT

- 3.0 **Classification Review Committee — Administration and Composition**
- 3.1 A Classification Review Committee shall be established by February 1, 2004. The Classification Review Committee shall be composed of two (2) representatives appointed by the House of Commons, two (2) Union representatives and a third party specialist with knowledge and expertise in the area of job classification. The Third Party shall be mutually agreed upon by both parties and shall act as Chair. Either party may replace its representatives on the Committee.
- 3.2 The Classification Review Committee shall determine its own rules of procedure, except for section 2.2.3 above.
- 3.3 The Classification Review Committee shall be responsible for determining the proper classification and level of the position, in accordance with the Job Evaluation Plan Manual.
- In addition to the job description documentation, evidence as to the duties actually performed and that have been assigned, shall be considered relevant and admissible evidence.
- 3.4 The Classification Review Committee shall meet as frequently as is necessary in order to fulfill its mandate.
- 3.5 Meetings of the Classification Review Committee shall commence no later than February 15, 2004. The Classification Review Committee shall meet at the House of Commons, or such other premises provided by the House of Commons. The House of Commons shall be responsible for the expenses of the Classification Review Committee, including the salaries and benefits of all members of the Committee who are not full-time Union representatives, in accordance with the collective agreement and the House of Commons' expense guidelines. If the Union representatives require leave, it shall be provided pursuant to the collective agreement.
- 3.6 The **House** of Commons shall be responsible for the fees and expenses of the Third Party.

REPORTING AND TEXT PROCESSING BARGAINING UNIT

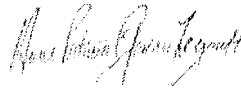
- 3.7 The House of Commons agrees that employees shall **be** granted the necessary time during business hours to participate in the Conversion Review Procedure.

The Committee shall have no jurisdiction to review, amend, or ~~otherwise~~ modify the job factors, degrees and benchmarks identified in the Conversion Review Procedure.

Signed at Ottawa on **the 7th** day of January 2004.

**On behalf of the
House of Commons
of Canada**

**On behalf of the
Public Service Alliance
of Canada**



Bonita Neri

Anne Patricia Gareau-Legault

COLLECTIVE AGREEMENT

APPENDIX I

MEMORANDUM OF AGREEMENT

This memorandum constitutes a full and final settlement of all matters in dispute between the parties in relation to grievance file #HC-384-02 Virginia Honeywell and Lynne M. Noël. It is agreed that the employees will immediately withdraw grievances HC-384-02 and HC-356-01 from the grievance procedure.

As part of the settlement, Management agrees to grandfather the grievors' job description (Committee Reporting Secretary) to keep the console work and travel as part of their regular duties. In addition, Virginia Honeywell and Lynne M. Noël will be salary protected in accordance with clause 25.13 of the Reporting and Text collective agreement.

This memorandum or agreement shall apply to Virginia Honeywell and Lynne M. Noël only for as long as the employees occupy a Committee Reporting Secretary position.

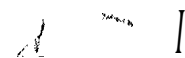
It is understood and agreed by the parties that this settlement in no way constitutes an admission that the Employer violated either the collective agreement, or any other policy, directive or practice of the House of Commons,

Furthermore, this memorandum of settlement is without precedent or prejudice to positions that may be taken by the parties with regards to future case of a like, similar or identical nature.

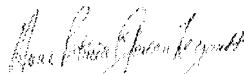
Signed at Ottawa, on the 7th day of January 2004.

**On behalf of the
House of Commons
of Canada**

**On behalf of the
Public Service Alliance
of Canada**



Bonita Neri



Anne Patricia Gareau-Legault

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