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COLLECTIVE AGREEMENT

BETWEEN

THE LIBRARY OF PARLIAMENT

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

LIBRARY SCIENCE

EXPIRY DATE:
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Asterisk (*) denotes arbitral award

Asterisks (**) denote changes from previous Agreement

ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Alliance, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of employees.
- 1.02 The parties to this Agreement share a desire to improve the quality of the Library of Parliament and to promote the well-being and increased efficiency of its employees to the end that the Parliamentarians and the general public will be well and efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Library of Parliament in which members of the Bargaining Unit are employed.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- a) "Alliance" means the Public Service Alliance of Canada.
 - b) "Bargaining Unit" means the employees of the Employer in the Group described in the certificate issued by the Public Service Staff Relations Board on eighth (8th) May, 1987.
 - c) A "common law spouse" relationship is said to exist when, for a continuous period of at least one (1) year, an employee has lived with a person, publicly represented that person to be his/her spouse and continues to live with that person as if that person was his/her spouse.
 - d) "Compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in his/her certificate of appointment on the day immediately prior to the day on which leave is taken.
 - e) "Component" means the National Component of the Public Service Alliance of Canada.
 - f) "Continuous employment" includes continuous employment and other employment with breaks in service of less than three (3) months in:
 - i) the Library of Parliament;
 - ii) the office of a Member of Parliament;
 - iii) the Senate;
 - iv) the House of Commons

and

- 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*.
- g) “Daily rate of pay” means an employee’s weekly rate of pay divided by five (5).
- h) “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 his/her position other than by reason of her/his being on leave or absent from duty without permission. Where 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 such day shall not be considered a day of rest for purposes of this Agreement.
- i) “Double time” means two (2) times the employee’s hourly rate.
- j) “Employee” means a person so defined in the *Parliamentary Employment and Staff Relations Act*, and who is a member of this bargaining unit.
- k) The “employer” means the Library of Parliament as represented by the Parliamentary Librarian acting, subject to the *Parliament of Canada Act*, on behalf of both Houses of Parliament and includes any person authorised to exercise the authority of the Library of Parliament.
- l) “Holiday” means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement.
- m) “Hourly rate of pay” means a full-time employee’s weekly rate of pay divided by thirty-five (35).
- n) “Lay off” means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function.
- o) “Leave” means authorized absence from duty by an employee during his/her regular or normal hours of work.
- p) “Membership dues” means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium or special levy.
- q) “Probation” means a period of twelve (12) months from the day upon which an employee is appointed to the Library of Parliament.
- r) “Time and one-half” means one and one-half (1½) times the hourly rate.
- s) “Weekly rate of pay” means an employee’s annual rate of pay divided by 52.176.

2.02

Except as otherwise provided in this Agreement, expressions used in this Agreement 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 if defined in the *Interpretation Act* but not defined in the *Parliamentary Employment and Staff Relations Act*, have the same meaning as given to them in the Interpretation Act.

ARTICLE 3

APPLICATION

- 3.01 The provisions of this Agreement apply to the Alliance, employees and the Employer.
- 3.02 Both the English and French texts of this Agreement shall be official.
- 3.03 Feminine, masculine, singular and plural pronouns used in this Agreement shall be interchangeable in the interpretation of this Agreement except where specifically precluded by the context.
- 3.04 Employees whose normal scheduled hours of work are less than the normal weekly hours worked by a full-time employee shall be entitled to the benefits provided under this agreement in the same proportion as their weekly hours of work compared with the normal scheduled weekly hours of work of full-time employees, except that:
- a) Such employees shall be paid at the hourly rate of pay for all hours of work performed up to the normal daily or weekly hours worked by a full-time employee. Employees will be compensated at the overtime rate as specified in Article 24.03 for all work performed in excess of the normal daily or weekly hours of work.
 - b) leave will only be provided
 - i) where it may displace other leave as prescribed by this Agreement,
 - or
 - ii) during those periods in which the employees are scheduled to perform their duties.
 - c) the days of rest provisions in this collective agreement apply only in a week when the employee has worked five (5) days and a minimum of the normal weekly hours worked by a full-time employee.
 - d) a part-time employee shall not be paid for the designated holidays but shall, instead, be paid a premium of four point six per cent (4.6%) for all straight-time hours during the period of part-time employment.
 - e) when a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 18.01 of this Agreement, the employee shall be paid at the applicable rate paid to a full-time employee for all hours worked on the holiday.
 - f) notwithstanding the provisions of Article 22 (Severance Pay), an employee whose continuous employment is a combination of both full-time and part-time continuous employment shall, for the purpose of Severance Pay, have those completed years of part-time continuous employment reduced in the same proportion as the part-time weekly hours of work compare with the normal scheduled weekly hours of work of full-time employee. For such an employee who, on the date of the termination of his employment is a part-time employee, the weekly rate of pay shall be the weekly rate of pay that the employee is being paid on termination, adjusted to the full-time weekly rate.

ARTICLE 4

PRECEDENCE OF LEGISLATION AND THE COLLECTIVE AGREEMENT

- 4.01 In the event that any law passed by Parliament, applying to the Library of Parliament 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.
- 4.02 In the circumstances of 4.01, either party may, upon notice to the other party, reopen the agreement with the purpose of ensuring that the Agreement is, in its entirety, consistent with the new law. Any resulting dispute shall be referred to arbitration in accordance with the provisions of the Parliamentary Employment and Staff Relations Act.

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 Library of Parliament.

ARTICLE 6

RECOGNITION

- 6.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees described in the certificate issued to the Public Service Alliance of Canada by the Public Service Staff Relations Board covering employees in the Library Science Sub-group in the Research and Library Services Group of the Library of Parliament.

ARTICLE 7

EMPLOYEE REPRESENTATIVES

- 7.01 The Employer acknowledges the right of the Alliance to appoint representatives.
- 7.02 The Alliance shall determine the jurisdiction of each Representative, having regard to the plan of the organization, the distribution of employees at the work place and the administrative structure.
- 7.03 The Alliance shall notify the Employer in writing of the name and jurisdiction of its representatives.
- 7.04 A representative shall obtain the permission of her/his immediate supervisor before leaving his/her work to investigate employee complaints of an urgent nature, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to her/his supervisor before resuming his/her normal duties.
- 7.05 The Employer shall provide a list of employee representatives to all new employees.

ARTICLE 8

TECHNOLOGICAL CHANGE

- 8.01 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.
- 8.02 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 make every reasonable effort to minimize adverse effects on employees which might result from such changes.
- 8.03 The Employer agrees to provide as much advance notice as is practicable but not less than one hundred and twenty (120) days written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.
- 8.04 The written notice provided for in clause 8.03 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.
- 8.05 As soon as is reasonably practicable after notice is given under clause 8.03, the Employer shall consult with the Alliance concerning the effects of the technological change referred to in clause 8.03 on each group of employees. Such consultation will include but not necessarily be limited to the following:
- a) The approximate number, class and location of employees likely to be affected by the change.
 - b) The effect the change may be expected to have on working conditions or terms and conditions of employment on employees.
- 8.06 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 her/his substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee’s working hours and at no cost to the employee.

ARTICLE 9

CHECK OFF

- 9.01 Subject to this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obliged to make such deduction from subsequent salary.
- 9.02 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 9.03 For the purpose of applying clause 9.01, 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.
- 9.04 No employee organization, as defined in Section 3 of the *Parliamentary Employment and Staff Relations Act*, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.
- 9.05 The amounts deducted in accordance with clause 9.01 shall be remitted to the Comptroller of the Alliance by cheque in the month following that in which their deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on his/her behalf.
- 9.06 The Employer agrees to make deductions for other purposes on the basis of the production of appropriate documentation. The Employer will not levy a charge upon the Alliance rendering this service.
- 9.07 The Alliance 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 of liability arising out of an error committed by the Employer limited to the amount actually involved in the error.
- 9.08 An employee who satisfies the Employer to the extent that he/she declares in an affidavit that he/she is a member of a religious organization, whose doctrine prevents him/her, as a matter of conscience, from making financial contributions to an employee organization and that he/she will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved.

ARTICLE 10

INFORMATION

- 10.01 The Employer agrees to supply the Alliance on a quarterly basis with a list of all employees in the bargaining unit. This list shall include the name, work location and classification of each employee and shall be provided within one month following the termination of each quarter. As soon as practicable, the Employer agrees to add to the above list the date of appointment for new employees.

- 10.02 The Employer agrees to supply each employee with an electronic copy of the Collective Agreement and any amendments thereto and will do so within one (1) month following the signature of the Collective Agreement. The Employer will also ensure that official copies of the Collective Agreement are printed and made available in the Library's collections.
- 10.03 When employees enter or leave the bargaining unit, the Employer shall advise the Alliance within ten (10) working days.
- 10.04 Upon the written request of an employee, the Employer shall make available at a mutually satisfactory time any policy or directive which has a direct bearing on the requesting employee's terms and conditions of employment.

ARTICLE 11

PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

- 11.01 Reasonable access to means of communication available at the Library of Parliament will be provided to the Alliance for the dissemination of official notices. Notices or other material shall require the prior approval of the Employer, except notices relating to the business affairs of the Alliance and social recreational events. The Employer shall have the right to refuse the dissemination of any information it considers adverse to its interests or to the interests of any of its representatives.
- 11.02 The Employer shall make available to the Alliance specific locations on the premises for the placement of bulk quantities of literature of the Alliance.

ARTICLE 12

LEAVE FOR STAFF RELATIONS MATTERS

- 12.01 **Public Service Staff Relations Board Hearings:**
- a) Complaints made to the Public Service Staff Relations Board (PSSRB) alleging the employer failed to apply or respect provisions of the *Parliamentary Employment and Staff Relations Act*
- When operational requirements permit, the Employer will grant leave with pay, for time spent appearing before the PSSRB:
- i) to an employee who makes a complaint on his or her own behalf,
- and
- ii) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Alliance making a complaint.
- b) Application for Certification, Representations and Interventions with respect to Application for Certification

When operational requirements permit, the Employer will grant leave without pay for time spent appearing before the PSSRB:

- i) to an employee who represents the Alliance in an application for certification or in an intervention,
and
 - ii) to an employee who makes personal representations with respect to a certification.
- c) Employee called as a witness for 12.01 a) and b) above
- i) The Employer will grant leave with pay to an employee called as a witness by the PSSRB for time spent appearing before the Board.
 - ii) The employer will grant leave with pay when operational requirements permit, to an employee called as a witness by an employee or the Alliance for time spent appearing before the PSSRB.

12.02 Preparatory Contract Negotiation Meetings:

When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

12.03 Contract Negotiation Meetings:

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 the Alliance.

12.04 Arbitration Board Hearings:

- a) When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees, representing the Alliance before an Arbitration Board for time spent appearing before the Arbitration Board.
- b) 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 the Alliance for time spent appearing before the Arbitration Board.

12.05 Meetings during the Grievance Process:

- a) When operational requirements permit, the Employer will grant to an employee time-off with pay to meet with the Employer.
- b) 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 for time spent **at** the meeting.

12.06 **Adjudication:**

When operational requirements permit, the Employer will grant leave with pay, for time spent at an adjudication hearing to an employee who is:

a) a party to the adjudication,

or

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

or

c) a witness called by an employee or the Alliance who is a party to an adjudication.

12.07 **Meetings between the Alliance and Management not Otherwise Specified in this Article:**

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

12.08 **Meetings between Employees and the Alliance to Deal with Alliance Matters not Otherwise Specified in this Article:**

When operational requirements permit, the Employer shall grant time-off without pay to a reasonable number of employees participating in the meeting.

12.09 **The Alliance Executive Meetings, Congress and Conventions:**

When operational requirements permit, the Employer shall grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the Alliance and conventions of the Alliance, conventions of the Canadian Labour Congress and conventions of provincial Federations of Labour.

12.10 **Representatives' Training Courses:**

When operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.

12.11 **Alliance Employment:**

When operational requirements permit, employees who are elected to a full-time position or obtain term employment with the Alliance may be granted leave without pay subject to conditions to be established by the Employer prior to the granting of such leave.

12.12 **Supplementary Remuneration:**

Overtime pay and other forms of special compensation shall not be paid to employees for hours spent beyond their normal work hours conducting or participating in Alliance affairs.

ARTICLE 13

NO DISCRIMINATION

- 13.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national and ethnic origin, religious affiliation, sex, sexual orientation, marital status, family status, mental or physical disability, conviction for which a pardon has been granted, or membership or activity in the Alliance.

ARTICLE 14

EMPLOYEES ON PREMISES OF OTHER EMPLOYERS

- 14.01 If employees are prevented from performing their duties because of a strike, lock-out or demonstration on the premises of another employer, the employees shall report the matter to the Employer, and the Employer will make every reasonable effort 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 15

RESTRICTION FROM OUTSIDE EMPLOYMENT

- 15.01 Unless mutually determined by the Employer and the Alliance 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.

ARTICLE 16

LEAVE GENERAL

- 16.01 An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of his/her vacation and sick leave credits.
- 16.02 Employees shall accumulate leave credits, unless specified otherwise, on an hourly basis.
- 16.03 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 he/she becomes subject to this Agreement, shall be retained by the employee.
- 16.04 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.
- 16.05 In the event of termination of employment for reasons other than death, incapacity 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 his/her certificate of appointment on the date of the termination of his/her employment.

- 16.06 An employee shall not earn leave credits in any month for which leave has already been credited to him/her under the terms of any other collective agreement to which the Employer is a party or under other rules or regulations of the Employer.
- 16.07 An employee is not entitled to leave with pay during periods he/she is on leave without pay or under suspension.
- 16.08 When leave is granted it will be on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.
- 16.09 Notwithstanding Article 16.11, in Article 19.02 (Bereavement Leave With Pay), a day will mean a calendar day and leave will be granted in accordance with Article 16.08.
- 16.10 Except as otherwise specified in this Agreement:
- a) Where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be deducted from “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave;
 - b) Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.
- 16.11 Where a leave provision of the Collective Agreement refers to a “day”, it shall be converted to seven (7) hours.

ARTICLE 17

VACATION LEAVE

- 17.01 The vacation year shall be from April 1st to March 31st.
- 17.02 **Accumulation of Vacation Leave Credits**
- An employee who has earned at least ten (10) days’ pay in a calendar month shall earn vacation leave at the following rates:
- a) eleven decimal six six seven (11.667) hours per month, up to a maximum of one hundred forty (140) hours per year, where employees have less than fifteen (15) years employment;
 - b) fourteen decimal five eight three (14.583) hours per month, up to a maximum of one hundred seventy-five (175) hours per year, where employees have fifteen (15) or more years of employment;
 - c) seventeen decimal five (17.5) hours per month, up to a maximum of two hundred ten (210) hours per year, where employees have more than thirty (30) years continuous employment [effective July 1, 2002: “where employees have more than twenty-eight (28) years’ continuous employment”].

- d) For the purpose of clause 17.02 only, all employment within the Library of Parliament, whether continuous or discontinuous, shall count towards vacation leave except where a person who, on leaving the Library of Parliament, 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 Library of Parliament within one year following the date of lay-off.

17.03 **Entitlement to Vacation Leave with Pay**

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

- **17.04 If, at the end of a fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less than one (1) hour, the entitlement shall be increased to the nearest hour.

17.05 **Scheduling of Vacation Leave with Pay**

- a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- b) The Employer shall, subject to operational requirements, make every reasonable effort to:
 - i) grant an employee's vacation leave in the vacation year in which it is earned;
 - ii) grant the employee's vacation leave with pay for at least two (2) consecutive weeks during the period requested, provided written notice of the period requested is given by the employee as soon as possible to allow for operational planning but at the latest by April 15.
 - iii) the Employer will respond to an employee's request by May 15.
- c) Upon request from the employee, the Employer may grant vacation leave with pay on shorter notice than that specified above.
- d) In the case of disapproval, alteration or cancellation of vacation leave, the Employer shall give the written reason therefor.
- e) Library of Parliament seniority for scheduling of vacation leave shall be deemed to have commenced on date of hiring in the Library of Parliament.

17.06 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 as defined under clause 19.09 a),

or

- c) is granted sick leave on production of a medical certificate,

or

- d) is granted court leave,

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

17.07 Carry-over Provisions

- a) Where in any vacation year the Employer has not granted all of the vacation leave credited to the employee, the unused portion of her/his vacation leave shall be carried over into the following vacation year. Carry-over beyond one year will be by mutual consent.
- b) Employees shall submit their written request for carry-over stating the amount of vacation leave to be carried forward, the reason for this request, and, where possible, the specific dates when the carried-over vacation leave will be taken.
- c) Vacation leave credits accumulated prior to January 1, 1986 shall be carried over, but must be used by June 30, 2003, failing which these unused leave credits will be paid off at the employee's daily rate of pay he or she is earning on that date,
- d) During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of fifteen (15) days may be paid at the employee's daily rate of pay as calculated from the classification prescribed in his/her certificate of appointment of her/his substantive position on April 1 of the previous vacation year.
- e) During any vacation year, to avoid carrying over vacation leave in excess of one year's entitlement, the Employer will have the option of paying earned but unused vacation leave credits in excess of the employee's annual vacation entitlement at the employee's daily rate of pay calculated as in 17.07 d) or, after October 1, of scheduling such leave on the employee's behalf.

17.08 Recall from Vacation Leave with Pay

- a) The Employer shall make every reasonable effort not to recall an employee to duty after he/she has proceeded on vacation leave with pay.
- b) Where, during any period of vacation leave with pay, an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he/she incurs:
 - i) in proceeding to his/her place of duty,

and

ii) in returning to the place from which he/she was recalled if he/she immediately resumes vacation upon completing the assignment for which he/she was recalled,

and

iii) such expenses shall include any non-refundable deposit that the employee may have lost in consequence of his/her having been recalled to duty,

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

c) The employee shall not be considered as being on vacation leave with pay during any period in respect of which he/she is entitled under sub-clause 17.08 b) to be reimbursed for reasonable expenses incurred by him.

17.09 **Cancellation of Vacation Leave with Pay**

When the Employer cancels or alters a period of vacation leave with pay 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 will make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.

17.10 **Leave when Employment Terminates**

When an employee dies or otherwise ceases to be employed, she/he or his/her estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation with pay to his/her credit by the hourly rate of pay to which she/he is entitled by virtue of the certificate of appointment in effect at the time of the termination of his/her employment.

17.11 **Advance Payments**

The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last day before the employee's vacation period commences.

Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to commencement of leave. 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.

ARTICLE 18

DESIGNATED PAID HOLIDAYS

18.01 Subject to clause 18.02, the following days shall be designated paid holidays for employees:

a) New Year's Day,

- b) Good Friday,
- c) Easter Monday,
- d) Victoria Day
- e) St. John the Baptist Day,
- f) Canada Day,
- g) first Monday in August,
- h) Labour Day,
- i) Thanksgiving Day,
- j) Remembrance Day,
- k) Christmas Day,
- l) Boxing Day.

18.02 An employee absent without pay on both his/her full working day immediately preceding and his/her 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 for Staff Relations Matters.

18.03 When a day designated as a holiday under clause 18.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following his/her day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

When two (2) days designated as holidays under clause 18.01 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.

18.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 18.03,

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

and

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

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

ARTICLE 19

OTHER LEAVE WITH OR WITHOUT PAY

19.01 **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.

19.02 **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), child (including child of common-law spouse or stepchild), ward, grandchild, grandparents, 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 her/his immediate family dies, an employee shall be entitled to a bereavement period of five (5) consecutive calendar days which must include the day of the funeral. During such period he/she 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) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his/her son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- c) If, during a period of sick leave, vacation leave, or compensatory leave, an employee is bereaved in circumstances under which he/she would have been eligible for bereavement leave with pay under a) or b) of this clause, he/she shall be granted bereavement leave with pay and his/her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clause 19.02 a) and b).

19.03 **Maternity Leave without Pay**

- (a) 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.
- (b) Notwithstanding paragraph (a):
 - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn 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 newborn child is hospitalized,

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

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 20, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 20, Sick Leave With Pay, shall include medical disability related to pregnancy.
- (9)** 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.
- (g) 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.

19.04

Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that she:
 - (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - (ii) 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
 - (iii) 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 section (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 section (A), or should she return to work but fail to work for the total period specified in section (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 section (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:

Allowance received	X	$\frac{\text{Remaining period to be worked following her return to work}}{\text{Total period to be worked as specified in (B)}}$
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However, an employee whose specified period of employment expired and who is rehired by the Library of Parliament 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 section (B).

- (b) For the purpose of sections (a)(iii)(B) and (a)(iii)(C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Maternity allowance payments made in accordance with the **SUB** Plan will consist of the following:
 - (i) 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
 - (ii) 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 ninety-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.
- (d) At the employee's request, the payment referred to in subparagraph 19.04 (c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of *Employment Insurance* pregnancy benefits.

- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) 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 subparagraph (i) 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.
- (g) The weekly rate of pay referred to in paragraph (9) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), 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.
- (i) 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.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

19.05

Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 19.04(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Longterm Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance pregnancy benefits,

and

- (ii) has satisfied all of the other eligibility criteria specified in paragraph 19.04(a), other than those specified in sections (A) and (B) of subparagraph 19.04(a)(iii),

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

- (b) An employee shall be paid an allowance under this clause and under clause 19.04 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 subparagraph (a)(i).

19.06 Transitional Provisions

if, on the date of signature of the Memorandum of Agreement modifying the provisions of this Article, an employee is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

19.07 Parental Leave Without Pay

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

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

- (c) Notwithstanding paragraphs (a) and (b):

- (i) 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

- (ii) 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 :
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (9) Parental leave without pay taken by a couple employed in the Library of Parliament 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.

19.08 **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 paragraphs (c) to (i), providing he or she:
 - (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and

 - (iii) has signed an agreement with the Employer stating that:
 - (A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - (B) following his or her return to work, as described in section (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 section 19.04 (a)(iii)(B), if applicable;
 - (C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (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 section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

Allowance received	X	Remaining period to be worked following his/her return to work
		Total period to be worked as specified in (€)

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

- (b) For the purpose of sections (a)(iii)(B) and (a)(iii)(C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving *Employment Insurance* parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) other than as provided in subparagraph (iii) below, 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 he or she is eligible to receive and ninety-three per cent (93%) of his or 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 he or she would have been eligible if no extra monies had been earned during this period;
 - (iii) 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 subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12(7) of the *El Act*.
- (d) At the employee's request, the payment referred to in subparagraph 19.08(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of *El* parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) 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;

- (ii) 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 subparagraph (i) 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.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), 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.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

19.09

Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 19.08(a)(ii) 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

 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 19.08 (a), other than those specified in sections (A) and (B) of subparagraph 19.08(a)(iii),

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

- (b) An employee shall be paid an allowance under this clause and under clause 19.08 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 (a)(i).

19.10 **Transitional Provisions**

If, on the date of signature of the Memorandum of Agreement modifying the provisions of this Article, an employee is currently on parental leave without pay or has requested a period of such leave without pay but has not commenced the leave, he or she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

19.11 **Leave Without Pay for the Care and Nurturing of Children**

Subject to operational requirements, an employee shall be granted leave without pay for the personal care and nurturing of the employee's children in accordance with the following conditions:

- a) An employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave; unless, because of an urgent or unforeseeable circumstance, such notice cannot be given;
- b) Leave granted under this clause shall be for a minimum period of three (3) consecutive weeks;
- c) The total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Library of Parliament.

19.12 **Leave Without Pay for the Care and Nurturing of a Parent**

Subject to operational requirements, an employee shall be granted leave without pay for the personal care and nurturing of the employee's parents (including step-parents, foster-parents, and parents-in-law) 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 of such leave; unless, because of an urgent or unforeseeable circumstances, such notice cannot be given.
- b) Leave granted under this clause shall be for a minimum period of three (3) consecutive weeks.
- c) The total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Library of Parliament.
- d) The total number of leaves granted under this clause inclusive of requests for extension shall not exceed five (5) granted requests notwithstanding that the total accumulated leaves are less than the total leave specified in c).

19.13 **Leave Without Pay for Personal Needs**

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

- a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;

- b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- c) an employee is entitled to leave without pay for personal needs only once under each of a) and b) of this clause during her/his total period of employment in the Library of Parliament. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer;

19.14 Leave With Pay for Family-Related Responsibilities

- a) For the purpose of this clause, family is defined as spouse (or common-law spouse), dependent children (including children of legal or common-law spouse), ward, parents (including stepparents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.

- b) The Employer shall grant leave with pay under the following circumstances:

- i) up to the full amount of regularly scheduled hours on a given day to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;

- ** ii) leave with pay to provide for the immediate and temporary care or support of a member of the employee's family and to provide an employee with the time to make alternate care arrangements;

- iii) 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 thirty-five (35) hours in a fiscal year.

- ** d) It is recognized by the parties that the circumstances which call for leave for family-related responsibilities are based on individual circumstances. On request, the Employer may, at its discretion after considering the circumstances, grant leave with pay for a period greater than that provided for in paragraph (c) above.

19.15 Marriage Leave With Pay

- a) After the completion of one (1) year's continuous employment at the Library of Parliament and providing an employee gives the Employer at least five (5) days' notice, he/she shall be granted thirty-five (35) hours 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 to the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

19.16 **Court Leave**

The Employer shall grant leave with pay to an employee for the period of time he/she 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 his position,
 - iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,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.
- d) Notwithstanding clause 19.16 c) where the employee's involvement in the proceedings as a witness arises out of his/her employment outside the Library of Parliament, leave without pay shall be granted.

19.17 **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 the 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 his/her 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 his/her employment, if the employee agrees to remit to the Receiver General of Canada any amount received by him/her 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 his/her agent has paid the premium.

****19.18 Personnel Selection Leave**

Where an employee participates in a personnel selection process for a position on Parliament Hill or the Public Service (National Capital Region), 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.

19.19 Leave With or Without Pay for Other Reasons

The Employer may grant:

- a) leave with pay when circumstances not directly attributable to the employee prevent her/his reporting for duty;
- b) leave with or without pay for purposes other than those specified in this Agreement,

Such leave shall not be unreasonably withheld.

19.20 Leave Without Pay for Relocation of Spouse

- a) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is relocated.
- b) An employee who is granted leave without pay under the provisions of this Article shall be entitled to return to her/his position at the end of such leave or to a similar position at the equivalent classification if such position(s) is available.

19.21 Medical and Dental Appointments

Subject to operational requirements:

- a) Employees will be allowed time off with pay to a maximum of two (2) hours for medical and dental appointments.
- b) An employee shall use his/her sick leave credits to attend a medical/dental appointment if:
 - i) he/she has already taken two (2) such appointments during a one month period, and
 - ii) she/he is away for more than two (2) hours during his/her normal scheduled working hours.

19.22 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 her/his 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 (4) 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 (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:

a) Application

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

b) Funding for Deferred Leave

- i) During the fiscal year(s) prior to the leave, the employee will receive her/his current remuneration, less the amount which the employee has specified in his/her 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.

c) Taking of Deferred Leave

- 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 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 her/his previous position or any other similar position that he/she 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 the Alliance 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 hours of accumulated sick leave or vacation leave, but it shall not count as experience for salary purposes.

d) Fringe Benefits

During a deferred leave, the responsibility for payment of premiums for fringe benefits for an employee shall be as set forth in the agreement then in force between the Employer and the Alliance governing such matters.

e) Withdrawal

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.

19.23 **Leave With Income Averaging**

At their request and with the concurrence of the Employer, employees shall be entitled to reduce the number of weeks they work in any 12 month period by taking leave without pay for a minimum of five (5) weeks to a maximum of three (3) months, with income averaged over the full 12 month period. Pension and other benefits will be calculated as if the employee was on paid leave.

19.24 **Leave for Religious Observance**

- a) The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations
- b) Employees may, in accordance with the provisions of this agreement, request annual leave, compensatory leave, leave without pay for other reasons or a shift exchange (in the case of a shift worker) in order to fulfill their religious obligations.
- c) Notwithstanding clause 19.24 b), at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payment by the Employer.
- d) An employee who intends to request leave or time off under this clause must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

ARTICLE 20

SICK LEAVE

CREDITS

20.01 An employee shall earn sick leave credits at the rate of eight decimal seven five (8.75) hours for each calendar month for which he or she receives pay for at least ten (10) days,

20.02 **Granting Sick Leave**

- a) An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:
 - i) he or she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer,

and

- ii) he or she has the necessary sick leave credits.
 - b) Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 20.02 a) i).
- 20.03 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 20.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to one hundred and seventy-five (175) working hours subject to the deduction of such advanced leave from any sick leave credits subsequently earned.
- 20.04 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.
- 20.05 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.
- 20.06 An employee shall not be granted sick leave with pay during any period in which he/she is on leave of absence without pay, or under suspension.
- 20.07 An employee's accumulated sick leave credits with a previous Employer as defined in clause 2.01 f) (Interpretation and Definitions), shall be recognized by the Employer.

ARTICLE 21

**EDUCATION LEAVE WITHOUT PAY
AND CAREER AND PROFESSIONAL DEVELOPMENT LEAVE**

Education Leave Without Pay

- 21.01 The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill his/her 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.
- 21.02 At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to one hundred per cent (100%) of his/her annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. 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.
- 21.03 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.

21.04 As a condition of the granting of education leave without pay, an 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:

- a) fails to complete the course;
 - b) does not resume employment with the Employer on completion of the course;
- or
- c) ceases to be employed before termination of the period he/she has undertaken to serve after completion of the course;

he/she shall repay the Employer all allowances paid to him/her under this Article during the education leave or such lesser sum as shall be determined by the Employer.

21.05 **Career and Professional Development Leave With Pay**

- a) Career and/or professional development refers to an activity which, in the opinion of the Employer, is likely to be of assistance to the individual in furthering her/his career and/or professional development and to the organization in achieving its goals. The following activities shall be deemed to be part of career and/or professional development:
 - i) a course given by the Employer;
 - ii) a course offered by a recognized academic institution;
 - iii) a seminar, convention or study session directly related to the employee's profession.
- b) Upon written application by the employee, and with the approval of the employer, career and/or professional development leave with pay may be given for any one of the activities described in sub-clause 21.05 a) above. The employee shall receive no compensation under the Overtime provisions of the collective agreement during time spent on career and/or professional development leave provided for in this clause,
- c) Employees on career and/or professional development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the employer may deem appropriate.

21.06 **Tuition Fees**

The following scales will apply:

- a) Reimbursement at the rate of one hundred per cent (100%) may be approved for a language training course at a recognized institution approved by the employer.

- b) Reimbursement at the rate of one hundred per cent (100%) may be approved for education or training considered immediately pertinent to the performance of the job and of direct necessity to the Library.

- c) Reimbursement at the rate of seventy-five per cent (75%) may be approved for education or training appropriate to the work of the Library or for compulsory courses toward a diploma or a degree appropriate to the work of the Library but not deemed immediately essential.
- d) Reimbursement at the rate of fifty per cent (50%) may be approved for other education or training deemed to be desirable to the Library or useful to the improvement of the individual's performance.

21.07 **Attendance at Conferences and Conventions**

- 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. The employee will prepare a report on his/her attendance at a course, conference or seminar in a form specified by the employer.
- b) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasions to attend conferences and conventions which are related to his/her assigned work projects, subject to operational constraints.
- 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 his/her field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his/her 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) in respect of hours he/she is in attendance at or travelling to or from a conference or convention under the provisions of this clause, except as provided by sub-clause (d).

21.08 **Examination Leave With Pay**

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 his/her qualifications.

ARTICLE 22

SEVERANCE PAY

22.01 Under the following circumstances and subject to clause 22.02 and 22.03, an employee shall receive severance benefits calculated on the basis of his/her weekly rate of pay:

a) Lay-Off

- i) On lay-off, two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365.
- ii) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment, and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, less any period in respect of which he/she was granted Severance Pay under 22.01 a) i) above.

b) Resignation

On resignation, subject to clause 22.01 c) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay. Notwithstanding the above, for employees hired prior to 1 January, 1986 the amount of severance pay shall be one (1) week's pay for each completed year of continuous employment with a maximum benefit of twenty-eight (28) weeks' pay.

c) Retirement

On retirement, when an 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 and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks pay.

d) Death

If an employee dies, there shall be paid to his/her estate, one (1) week's pay for each complete year of continuous employment to a maximum of twenty-eight (28) weeks' pay, regardless of any other benefit payable.

e) Rejection on Probation

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) weeks.

f) Termination for Cause for Reasons of Incapacity or Incompetence

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

g) Dismissal or Abandonment of Position

Severance pay shall not be payable to an employee who has been dismissed or who has abandoned his/her position.

22.02

a) For the purpose of this Article, all employment within the Library of Parliament whether continuous or discontinuous, shall count for the purpose of calculating severance pay.

b) For the purpose of this Article, continuous employment shall also include continuous employment and other employment with breaks in service of less than three (3) months in:

the office of a Member of Parliament;

ii) the Senate;

iii) the House of Commons;

and

iv) 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*.

c) Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under clause 22.01 be pyramided.

22.03

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

ARTICLE 23

HOURS OF WORK

23.01

General

For the purpose of this Article, a week shall consist of seven (7) consecutive days beginning at 00:01 hours Monday and ending at 24:00 hours Sunday. The day is a twenty-four (24) hour period commencing at 00:01 hours.

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

b) The work year shall be eighteen hundred and twenty (1,820) hours.

c) The workweek shall be Monday to Friday inclusive. The workweek shall be set out in the schedule established in clause 23.02.

d) The normal hours of work shall be worked between 07:30 hours and 21:00 hours. Subject to operational requirements, an employee may request to be scheduled to work variable starting and finishing times which fall between 07:30 hours and 21:00 hours.

** e) Core hours shall be from 9:30 to 16:00 hours unless otherwise specified for particular work areas by the Employer.

** f) Notwithstanding the provisions of 23.01 and 23.02 a) and b), upon request of an employee and the concurrence of the Employer and subject to operational requirements, an employee may complete his/her weekly hours of employment in a period of other than five (5) full days provided that over a period of up to twenty-eight (28) calendar days, the employee works on an average her/his normal work week.

23.02 **Annual Schedule**

Upon the request of an employee and with the concurrence of the Employer, an employee may work flexible hours on a daily basis provided such hours are worked between 07:30 hours and 21:00 hours.

a) No later than March 15 of each year, the Employer, after consultation with the Alliance, will establish a flexible schedule of long weeks of no more than thirty-seven and one-half (37 ½) hours and short weeks of no less than thirty (30) hours, totalling 1,820 hours per year.

b) The Employer confirms that, upon request of an employee and the concurrence of the Employer and subject to operational requirements, the Employer will consider on an individual basis, the requests of employees to work a four (4) day work week during short weeks.

** c) The employee or the Employer may designate up to five (5) of the short weeks as “floating weeks” to be scheduled subject to mutual agreement during a period when both Houses are not in session.

d) Where an employee is required to change her or his scheduled shift without receiving five (5) days notice in advance of the starting time of such change, the employee shall be paid at the rate of time and one-half (1½) for all hours worked beyond the initial schedule within the five (5) day notice period. Following the five (5) day period, hours worked beyond the initial schedule shall be credited towards the eighteen hundred and twenty (1,820) hour work year.

e) Notwithstanding 23.02 a), upon request of the employee, and with the agreement of the Employer, an employee may work a schedule other than that outlined in this Article.

f) Notwithstanding 23.02 a), based on operational requirements, the Employer may following reasonable notice to and consultation with the Alliance, implement a continuing thirty-five (35) hour work week to a maximum of eighteen hundred and twenty (1,820) hours in a year.

23.03 Notwithstanding anything to the contrary contained in the 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 except for conditions outlined in clause 23.02 d).

23.04 **Rest Periods**

Except when operational requirements do not permit, the Employer shall schedule two (2) rest periods of fifteen (15) minutes each per scheduled working day.

23.05 The Employer reserves the right to require employees to register their attendance in a manner that shall, from time to time, be determined by the Employer.

ARTICLE 24

OVERTIME

24.01 **Definition**

"Overtime" means work required by the Employer to be performed by the employee in excess of his/her normal scheduled hours of work.

24.02 The Employer shall make every reasonable effort to avoid excessive overtime work and to offer overtime on an equitable basis among readily available qualified employees who normally perform those duties.

24.03 When an employee is required by the Employer to work overtime, compensation shall be calculated as follows:

- a) on his/her normal day, at time and one-half (1½) for the first seven (7) hours of overtime worked and double time for all overtime hours worked in excess of seven (7) consecutive hours of overtime worked in any contiguous period;
- b) on his/her first day of rest, at time and one-half (1½) for the first seven (7) hours of overtime worked and double (2) time thereafter,
- c) on his/her second day of rest or on a designated paid holiday, at double (2) time for all overtime worked. Second day means the second day in an unbroken series of consecutive calendar days of rest.
- d) where an employee on a flexible schedule, as provided for under 23.01e) or 23.02b) or 23.02e), is required to work on a scheduled day off between Monday and Friday, at time and one-half (1½) for the first seven (7) hours of overtime worked and double (2) time thereafter.

24.04 All calculations for overtime shall be based on each completed period of fifteen (15) minutes.

24.05 a) Upon request of an employee and with the approval of the employer overtime worked may be compensated in equivalent time off calculated at the applicable overtime rate. Such request shall not be unreasonably withheld.

- ** b) Notwithstanding 24.05 a) an employee who has worked overtime during a late Parliamentary sitting shall not be required to start work the next day until ten (10) hours have elapsed for those employees who work past midnight.
- c) Compensatory leave earned in a fiscal year and still outstanding on January 31 of the next following fiscal year shall be paid in cash at the applicable overtime rate of pay at the time that it was earned.

24.06 An employee whose employment with the Employer is terminated shall receive cash in lieu of accumulated but unused compensatory leave at the applicable overtime rate of pay on his/her final day of employment.

24.07 When a payment is being made as a result of the application of this Article, the Employer will endeavour to make such payment within six (6) weeks following the employee's request for payment.

24.08 **Meal Allowance**

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

** b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of ten dollars (\$10.00) for each additional four (4) hour period of overtime worked thereafter, except where free meals are provided. Reasonable time, to be determined by the Employer, shall be allowed the employee in order to take this meal break either at or adjacent to her/his place of work.

24.09 Compensation under this article shall not be paid for any period of time under the provisions of Article 21, Education Leave and Career and Professional Development.

24.10 **Call-Back**

If an employee is called back and returns to work:

- a) on his/her day of rest or on a designated paid holiday or
- b) after he/she has completed his/her work for the day and has left his/her place of work,

he/she shall be paid the greater of:

- c) i) compensation at the applicable rate of overtime compensation for time worked, or
- ii) the minimum of four (4) hours' pay at the straight-time rate of pay for each call-back to a maximum of seven and one half (7 ½) hours' pay at the straight time rate in a seven and one half (7 ½) hour period

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

24.11 Time spent by the employee reporting to work or returning to his/her residence shall not constitute time worked.

24.12 When an employee is required to report to work and reports under the conditions described in clause 24.10, is required to use transportation services other than normal public transportation services, he/she 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 his/her automobile when the employee travels by means of his/her own automobile, or
- b) out-of-pocket expenses for other means of commercial transportation.

**24.13 Requests for compensation that are made as a result of the application of this Article must be submitted to the Employer by the last day of the month following the month in which the overtime was performed by the employee.

ARTICLE 25

PAY ADMINISTRATION

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

25.02 a) The rates of pay set forth in Appendix "A" shall become effective on the date specified therein.

b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of the collective agreement the following shall apply:

i) "retroactive period" for the purpose of clauses ii) and iii) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the collective agreement is signed, or when an arbitral award is rendered therefor.

ii) a retroactive upward revision in rates of pay shall apply to employees, former employees, or in the case of death, the estates of former employees who were employees in the bargaining unit during the retroactive period.

iii) rates of pay shall be paid in an amount equal to what would have been paid had the collective agreement been signed or when an arbitral award is rendered there or 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 30 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.

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

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

25.05 **Acting Pay**

When an employee is required by the Employer to substantially perform the duties of a higher position on an acting basis for a period of at least five (5) consecutive working days, she/he shall be paid acting pay calculated from the date on which he/she commenced to act as if she/he had been promoted to that higher position for the period in which he/she acts, such pay to be determined in accordance with clause 25.11.

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

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

25.08 **Pay increment Administration**

An employee other than an employee whose performance is evaluated as unsatisfactory shall be granted pay increments until the maximum rate of the range established for his/her level is reached. A pay increment shall be to the next rate in the scale of rates.

25.09 **Pay increment Periods**

- a) Full-Time Employees: The pay increment period for full-time employees is twelve (12) months.
- b) Part-Time Employees: The pay increment period for part-time employees is eighteen hundred and twenty (1,820) hours, exclusive of overtime.

25.10 **Pay increment Date**

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

25.11 **Rate of Pay on Promotion**

An employee appointed to a classification level having a maximum greater than the maximum of his/her former classification level shall be paid in the new classification level at the rate of pay, nearest to the rate he/she 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.

25.12 **Rate of Pay on Demotion**

On demotion, an employee is paid at the rate in the range of rates of his/her new position/classification which is closest to or equal but not more than his/her former rate of pay.

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

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

- a) Prior to a position being reclassified to a sub-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 sub-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 equal to or greater than that applicable, as revised from time to time, to the former classification level.
- c)
 - i) The Employer will make a reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former sub-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 If an employee dies, the salary due to him/her on the last working day preceding his/her death, shall continue to accrue to the end of the month in which he/she dies. Salary so accrued which has not been paid to the employee as at the date of his/her death shall be paid to his/her estate within thirty (30) calendar days of his/her death.

25.15 **Pay Recovery**

Where an employee has been overpaid, the Employer will advise the appropriate pay office and will, before recovery action has been commenced, advise the employee in writing of the amount of the overpayment and the intention of the Employer to recover the overpayment. Where the overpayment has occurred and at the request of the employee, the recovery of the overpayment shall be extended over a number of pay periods at a normal recovery rate of ten percent (10%) of the gross salary entitlement of the employee for a pay period. However, in extenuating circumstances the Employer may authorize a lower recovery rate at the employee's request or a higher rate of recovery may be applied at the request of the employee.

ARTICLE 26

STATEMENT OF DUTIES

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

ARTICLE 27

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILE

- 27.01 a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to him/her at that time. An employee's signature on his/her assessment form will be considered to be an indication only that its contents have been read and shall not indicate his/her concurrence with the statements contained on the form.
- b) The Employer's representative(s) who assesses an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
- c) An employee has the right to make written comments to be attached to the performance review form.
- 27.02 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.
- 27.03 a) Upon written request of an employee, the personnel file of that employee shall be made available at such reasonable times as may be determined by the Employer, but not less than once per year, for his/her examination in the presence of an authorized representative of the Employer. The employee shall have the right to a copy of any document on the file.
- b) The employee shall have the right, at his/her request, to have an Alliance Representative present when he/she examines his/her personnel file.
- 27.04 When a report pertaining to an employee's performance or conduct is placed on that employee's file, the employee 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 28

SUSPENSION AND DISCIPLINARY ACTION

- 28.01 When an employee is suspended from duty, the Employer undertakes to notify the employee in writing, with a copy to the Alliance, of the reason for such suspension. The Employer shall endeavour to give such notification at the time of suspension.
- 28.02 When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him/her, the employee is entitled to have, at his/her request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting.
- 28.03 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.
- 28.04 Any document or written statement related to disciplinary action, which may have been placed on the personal 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 29

GRIEVANCE PROCEDURE

- 29.01 Subject to and as provided in Section 62 of the *Parliamentary Employment and Staff Relations Act*, an employee who feels that he/she has been treated unjustly or considers himself/herself aggrieved by any action or lack of action by the Employer is entitled to present a grievance in the manner prescribed in clause 29.04 except that,
- a) where there is another administrative procedure provided by or under any Act of Parliament to deal with his/her specific complaint, such procedure must be followed,
- and
- b) where the grievance relates *to* the interpretation or application of this Collective Agreement or an Arbitral Award, he/she is not entitled to present the grievance unless he/she has the approval of and is represented by the Alliance.
- 29.02 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following levels:
- a) Level 1 – First level of management
 - b) Level 2 – Director General or his/her authorized representative from the Information and Documentation Branch.
 - c) Final level – Parliamentary Librarian or his/her authorized representative.

- 29.03 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 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, or otherwise as determined by agreement between the Employer and the Alliance.
- 29.04 An employee who wishes to present a grievance at a prescribed level in the grievance procedure, shall transmit this grievance to his/her immediate supervisor 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/her.
- 29.05 Where it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the date it is delivered to the appropriate office. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his/her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.
- 29.06 A grievance of an employee shall not be deemed to be invalid by reason only that it is not in accordance with the form supplied by the Employer.
- 29.07 An employee may be assisted and/or represented by the Alliance when presenting a grievance at any level.
- 29.08
- a) Where an employee wishes to present a grievance, the employee shall do so in the manner prescribed in section 29.04 and on the approved form,
 - i) where the grievance does not relate to termination of employment, demotion, or a denial of an appointment or classification, at the first level of the grievance process; and
 - ii) where the grievance relates to termination of employment, demotion, or a denial of an appointment or classification, at the final level of the grievance process.
 - b) A grievance shall be presented by an employee,
 - i) where it does not relate to termination of employment, demotion, appointment or classification, not later than the 20th day, and
 - ii) where it relates to termination of employment, demotion or classification, not later than the 25th day
 - iii) where it relates to a denial of an appointment, not later than the 15th day

after the day on which the employee was notified orally or in writing, or where the employee was not so notified, after the day on which the employee first had knowledge of any action or circumstances giving rise to the grievance.

- 29.09 An employee may present a grievance, other than a grievance presented under section 29.08 a) ii), at a level higher than the first level in the grievance process, not later than
- a) the 10th day after the day on which the employee received a reply to the grievance at the preceding lower level; or
 - b) where the employee does not receive a reply to the grievance, the 30th day after the last day on which the Employer was required to reply to the grievance at the preceding lower level.
- 29.10
- a) Subject to 29.10 b), where a grievance has been presented by an employee at any level in the grievance process in accordance with sections 29.08 and 29.09, the authorized representative of the Employer at that level shall serve on the employee a reply to the grievance in writing not later than the 15th day after the day on which the grievance was presented at that level.
 - b) Where a grievance that relates to classification has been presented in the manner referred to in subsection 29.08 b) ii), the authorized representative of the Employer at the final level shall serve on the employee a reply to the grievance in writing not later than the 30th day after the day on which the grievance was presented at that level.
 - c) An employee may wish to be assisted or represented by an employee organization in the presentation of a grievance. If the employee organization agrees to the request, a copy of the reply of the authorized representative of the Employer shall be served on the authorized representative of the employee organization named by the employee at the address given in the statement.
- 29.11 Where an employee has been represented by the Alliance in the presentation of his/her grievance, the Employer will provide the appropriate representative of the Alliance with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 29.12 The decision given by the Employer at the Final Level in the grievance procedure shall be final and binding upon the employee unless the grievance is a class of grievance that may be referred to adjudication.
- 29.13 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.
- 29.14 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Alliance representative.
- 29.15 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels, except the final level, may be eliminated by agreement of the Employer and the employee, and, where applicable, the Alliance.
- 29.16 An employee may abandon a grievance by written notice to his/her immediate supervisor.

29.17 An employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless he/she was unable to comply with the prescribed time limits due to circumstances beyond his/her control.

29.18 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his/her grievance or refrain from exercising his/her right to present a grievance as provided in this Collective Agreement.

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

- a) the interpretation or application in respect of the employee of a provision of a collective agreement or an arbitral award,
- b) disciplinary action against the employee resulting in suspension or a financial penalty,
- c) the termination of employment of the employee, other than rejection on probation in respect of an initial appointment,
- d) demotion of the employee,
- e) where the employee has been denied an appointment, the Employer's evaluation of the skill, fitness and ability of the employee with respect to the employee's qualification for the appointment, or
- f) subject to subsection 5(3) of the *Parliamentary Employment and Staff Relations Act*, the Employer's classification of the employee,

and his/her grievance has not been dealt with to his/her satisfaction, he/she may refer the grievance to adjudication in accordance with the provisions of the *Parliamentary Employment and Staff Relations Act*.

29.20 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him/her of a provision of a Collective Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the bargaining agent for the bargaining unit to which the Collective Agreement or arbitral award applies signifies:

- a) its approval of the reference of the grievance to adjudication,
- and
- b) its willingness to represent the employee in the adjudication proceedings.

ARTICLE 30

HARASSMENT

30.01 The Alliance and the Employer recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment and abuse of authority will not be tolerated in the work place.

30.02 An employee, who feels he or she has suffered harassment, may seek redress through the confidential complaints procedure of the Harassment in the Workplace Policy of the Library of Parliament, or, through the filing of a grievance under the provisions of Article 29 of this collective agreement. In the latter instance, the grievance will be referred immediately to the final level of the grievance procedure.

ARTICLE 31

HEALTH AND SAFETY

- 31.01
- a) The Employer shall make every reasonable provision for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Alliance, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury and to protect the safety and health of employees.
 - b) Upon written request from either party and within fifteen (15) days of such request, the parties will meet for the purpose of consultation.

ARTICLE 32

HEALTH AND WELFARE PLANS

32.01 **Dental Plan**

Employees shall become members of the Dental Plan which has been extended to employees in the same manner as to employees in the Public Service of Canada.

Furthermore, the Employer undertakes to pay the same share of premium costs as paid by the Treasury Board of Canada in respect of employees of the Public Service of Canada.

- 32.02
- a) Current practices will prevail for the duration of this Agreement, except that any changes in medical, 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.
 - b) 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 she/he wishes to cancel his/her coverage.

ARTICLE 33

JOINT CONSULTATION

- 33.01 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.
- 33.02 Within five (5) days of notification of consultation served by either party, the Alliance shall notify the Employer in writing of the representatives authorized to act on behalf of the Alliance for consultation purposes.
- 33.03 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 the Agreement.
- 33.04 Without prejudice to the position the Employer or the Alliance 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 34

AUTHORSHIP

- 34.01 When an employee acts as a sole or joint author or editor of a publication, his/her authorship or editorship shall normally be shown in the title page of such publication.

ARTICLE 35

USE OF TAXIS

- 35.01 An employee, who has not been issued with a Library of Parliament parking permit, shall be provided with a taxi fare on condition that he/she meets one of the following criteria:
- a) on his/her scheduled work day he/she begins or finishes outside the hours of public transportation
 - b) she/he works three (3) hours of overtime and leaves work after 21:00 hrs.
 - c) his/her scheduled work day ends at 21:00 hrs or later.
- 35.02 The cost of the taxi fare will be limited to a journey of no further than a radius of twenty (20) kilometres (12 miles) from the employee's work place.
- 35.03 The use of taxi will be subject to prior approval of the Employer and in a case when the taxi fare is paid by the employee, he/she will present a receipt.



ARTICLE 36

SHIFT PREMIUM

- **36.01 An employee on shift work shall receive a shift premium of two dollars (\$2.00) per hour for all hours worked between 17:30 and 08:00 hours. The shift premium will not be paid for hours worked between 08:00 and 17:30 hours. All calculations for a shift premium shall be based on each completed period of fifteen (15) minutes.
- **36.02 Requests for compensation that are made as a result of the application of this Article must be submitted to the Employer by the last day of the month following the month in which the shift premium is being requested by the employee.

ARTICLE 37

BI NGU⁴ I IUS

- 37.01 Effective April 1, 1999, the Employer shall pay a differential of eight hundred dollars (\$800) per annum to all employees covered by this agreement who are required by the Employer to work in both official languages.

ARTICLE 38

JOB SECURITY

- 38.01 The Library of Parliament will continue its past practice of making every reasonable effort to ensure that reductions in the workforce are accomplished through attrition. It should be understood that this is subject to the willingness and capacity of individual employees to undergo retraining and accept reassignment.

ARTICLE 39

AGREEMENT RE-OPENER

- 39.01 This Agreement may be amended by mutual consent.

ARTICLE 40

DURATION

- **40.01 This Collective Agreement shall expire on August 31, 2005.
- **40.02 Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date of ratification (February 28, 2003).

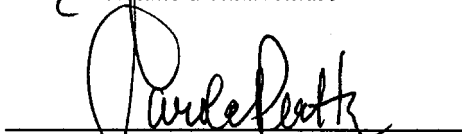
SIGNED AT OTTAWA,

this 29th day of the month of April 2003

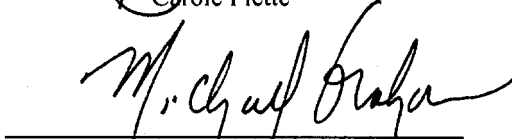
THE LIBRARY
OF PARLIAMENT



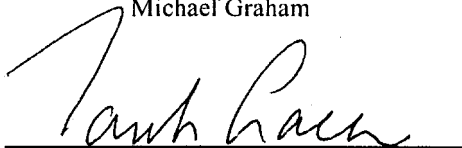
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Carole Piette

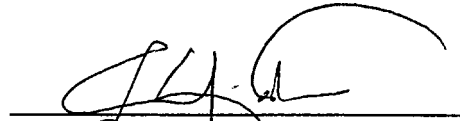


Michael Graham

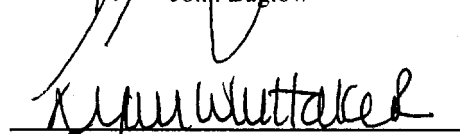


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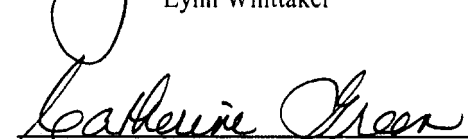
THE PUBLIC SERVICE
ALLIANCE OF CANADA



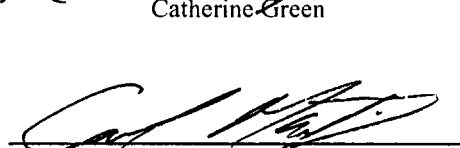
John Baglow



Lynn Whittaker



Catherine Green



Carl Martinez

****APPENDIX A**

RATES OF PAY

LIBRARY SCIENCE BARGAINING UNIT

A:	Effective September 1, 2002	2.00 % on current maximum
B:	Effective September 1, 2002	2.90%
C:	Effective September 1, 2003	2.50 %
D:	Effective September 1, 2004	2.50%

LIBRARY SCIENCE

LS-01	From:	\$47,071	\$48,447	\$49,817	\$51,190	\$52,564	\$53,937	\$55,624
	A:	\$47,071	\$48,447	\$49,817	\$51,190	\$52,564	\$53,937	\$55,716
	B:	\$48,436	\$49,852	\$51,262	\$52,675	\$54,088	\$55,501	\$57,332
	C:	\$49,647	\$51,098	\$52,543	\$53,991	\$55,441	\$56,889	\$58,765
	D:	\$50,888	\$52,376	\$53,857	\$55,341	\$56,827	\$58,311	\$60,234
LS-02	From:	\$50,547	\$52,313	\$54,068	\$55,884	\$57,761	\$58,700	
	A:	\$50,547	\$52,313	\$54,068	\$55,884	\$57,761	\$59,874	
	B:	\$52,013	\$53,830	\$55,636	\$57,505	\$59,436	\$61,610	
	C:	\$53,313	\$55,176	\$57,027	\$58,942	\$60,922	\$63,151	
	D:	\$54,646	\$56,555	\$58,453	\$60,416	\$62,445	\$64,729	
LS-03	From:	\$57,389	\$59,400	\$61,385	\$63,434	\$65,552	\$66,612	
	A:	\$57,389	\$59,400	\$61,385	\$63,434	\$65,552	\$67,944	
	B:	\$59,053	\$61,123	\$63,165	\$65,274	\$67,453	\$69,914	
	C:	\$60,530	\$62,651	\$64,744	\$66,905	\$69,139	\$71,662	
	D:	\$62,043	\$64,217	\$66,363	\$68,578	\$70,868	\$73,454	

LIBRARY SCIENCE PROTECTED

Level 2	From:	\$50,398	\$52,230	\$54,059	\$55,892	\$57,787	\$59,747	\$60,726
	A:	\$50,398	\$52,230	\$54,059	\$55,892	\$57,787	\$59,747	\$61,940
	B:	\$51,860	\$53,745	\$55,627	\$57,513	\$59,463	\$61,480	\$63,736
	C:	\$53,156	\$55,088	\$57,017	\$58,951	\$60,949	\$63,017	\$65,330
	D:	\$54,485	\$56,465	\$58,443	\$60,424	\$62,473	\$64,592	\$66,963