

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE SENATE OF CANADA**

**AND**

**THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA**



**Expiry date: September 30, 2018**



## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	Purpose of agreement .....	1
2	Interpretation and definitions .....	1
3	Official texts .....	2
4	Application .....	2
5	Management rights .....	3
6	Rights of employees .....	3
7	Parliamentary privilege .....	3
8	Future legislation and the collective agreement .....	3
9	No discrimination .....	3
10	Recognition .....	4
11	Union Dues .....	4
12	Use of Employer facilities .....	5
13	Information .....	6
14	Stewards .....	6
15	Leave for staff relations matters .....	7
16	Interpretation of agreement .....	9
17	Grievance procedure .....	9
18	Joint consultation .....	12
19	Employee performance review and employee files .....	13
20	Statement of duties .....	14
21	Employment references .....	14
22	Contracting out .....	14
23	Standards of discipline and disciplinary action .....	14
* 24	Hours of work and compensation for extra hours worked .....	15
25	Travelling .....	18
26	Designated paid holidays .....	18
27	Leave - general .....	20
28	Vacation leave .....	20
29	Sick leave .....	23
* 30	Other leave with or without pay .....	24
31	Career development .....	38
32	Severance Pay .....	41
33	Technological change .....	43
34	Health and safety .....	44
35	Insurance plans .....	45
36	Pay administration .....	46
37	Agreement re-opener .....	48
38	Harassment .....	48
39	Restriction from outside employment .....	48
40	Job security .....	48
41	Publications and authorship .....	49
42	Privacy and confidentiality .....	49
43	Terms and conditions of part-time employees .....	50
* 44	Duration of agreement .....	50
*	Signatures .....	50

\* indicates a modification

## **APPENDICES**

* APPENDIX "A"	- Rates of pay .....	52
APPENDIX "B"	- Memorandum of Agreement respecting pay on reclassification or conversion of employees in the legislative clerk sub-group Senate of Canada.....	53
APPENDIX "C"	- Memorandum of Agreement respecting variable hours of work .....	54
APPENDIX "D"	- Memorandum of Agreement respecting Pre-Retirement Transition Leave Policy .....	56
APPENDIX "E"	- Archived Provisions for the Elimination of Severance Pay for Voluntary Separations (Resignation and Retirement) .....	58

## **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 Institute, to set forth certain terms and conditions of employment relating to compensation, hours of work, employee benefits and general working conditions affecting employees covered by this agreement.

**1.02** - The parties to this agreement share a desire to maintain and respect the professionalism of employees, to continue the effective performance of assigned duties in the work place and to promote the well-being of members of the bargaining unit to the end that the Senate of Canada and the people of Canada will be well served. Accordingly, they are determined to establish within the framework provided by law an effective working relationship at all levels of the Senate of Canada in which members of the bargaining unit are employed.

## **ARTICLE 2**

### **INTERPRETATION AND DEFINITIONS**

**2.01** - For the purpose of this agreement

- (a) "bargaining unit" means the employees of the Employer in the Legislative Clerk Sub-group as described in the certificate issued by the Public Service Staff Relations Board on March 24, 1987 (unité de négociation);
- (b) "common-law partner" means a person living in a conjugal relationship with an employee for a continuous period of at least one year (conjoint de fait);
- (c) "daily rate of pay" means an employee's weekly rate of pay divided by five (5) (taux de rémunération journalier);
- (d) "day of rest" in relation to an employee means a day, other than a designated paid holiday, on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave (jour de repos);
- (e) "employee" means a person so defined by the *Parliamentary Employment and Staff Relations Act* who is a member of the bargaining unit (employé);
- (f) "Employer" means the Senate of Canada and includes any person authorized to exercise the authority of the Senate of Canada pursuant to the *Parliamentary Employment and Staff Relations Act* (employeur);
- (g) "holiday" means the twenty-four (24) hour period commencing at 00:01 hour of a day designated as a designated paid holiday in this agreement (jour férié);
- (h) "hourly rate of pay" means a full-time employee's weekly rate of pay divided by thirty-five (35) (taux de rémunération horaire);
- (i) "Institute" means the Professional Institute of the Public Service of Canada (Institut);

- (j) "lay-off" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function (licenciement);
- (k) "leave" means authorized absence from duty by an employee during his regular or normal hours of work (congé);
- (l) "spouse" will, when required, be interpreted to include "common-law partner" (époux);
- (m) "time and one-half" means one and one-half (1½) times the employee's hourly rate of pay (tarif et demi);
- (n) "union dues" means the dues established pursuant to the by-laws and regulations of the Institute as the dues payable by its members as a consequence of their membership in the Institute, and shall not include any initiation fee, insurance premium, or special levy (cotisations syndicales);
- (o) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176 (taux de rémunération hebdomadaire).

**2.02** - Except as otherwise provided in this agreement, expressions used in this agreement:

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

### **ARTICLE 3**

#### **OFFICIAL TEXTS**

**3.01** - Both the English and French texts of this agreement shall be official.

**3.02** - Appendixes and attached documents are part of this Agreement.

### **ARTICLE 4**

#### **APPLICATION**

**4.01** - The provisions of this agreement apply to the Institute, employees and the Employer.

**4.02** - In this agreement, words importing the masculine gender shall include the feminine gender.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

**5.01** - All the functions, rights, power and authority which the Employer has not specifically abridged, delegated or modified by this agreement are recognized by the Institute as being retained by the Employer.

**5.02** - The Employer agrees that new policies which would affect the majority of employees in the bargaining unit or existing policies similarly affecting the majority of employees in the bargaining unit will not be introduced or cancelled without prior consultation with the Institute.

## **ARTICLE 6**

### **RIGHTS OF EMPLOYEES**

**6.01** - Nothing in this agreement shall be construed as an abridgement or restriction of an employee's constitutional rights or of any right expressly conferred in an Act of the Parliament of Canada.

## **ARTICLE 7**

### **PARLIAMENTARY PRIVILEGE**

**7.01** - Nothing in this agreement abrogates or derogates from any of the privileges, immunities and powers referred to in Section 4 of the *Parliament of Canada Act*.

## **ARTICLE 8**

### **FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT**

**8.01** - If any law now in force or enacted during the term of this agreement renders null and void any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement. The parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable law.

## **ARTICLE 9**

### **NO DISCRIMINATION**

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

**9.02 -**

- (a) It is not a discriminatory practice for the Employer to adopt or carry out a special program, plan or arrangement designed to prevent disadvantages that are likely to be suffered by, or to eliminate or reduce disadvantages that are suffered by any group of individuals when those disadvantages would be or are based on or related to the race, creed, national or ethnic origin, colour, religion, age, sex or sexual orientation or disability of members of that group, by improving opportunities respecting services, facilities, accommodation or employment in relation to that group.
- (b) The Employer will consult the Institute before making program endeavours as per clause 9.02(a).

**ARTICLE 10**

**RECOGNITION**

**10.01** - The Employer recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on March 24, 1987 in respect of the Legislative Clerk Sub-Group.

**10.02** - The Employer recognizes that it is a proper function and a right of the Institute to bargain with a view to arriving at a collective agreement and the Employer and the Institute agree to bargain in good faith, in accordance with the provisions of the *Parliamentary Employment and Staff Relations Act*.

**ARTICLE 11**

**UNION DUES**

**11.01** - The Employer will as a condition of employment deduct an amount equal to the amount of the union dues from the monthly pay of all employees in the bargaining unit.

**11.02** - The Institute shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee as defined in clause 11.01.

**11.03** - For the purpose of applying clause 11.01, deductions from pay for each employee in respect of each month will start with the first full month of employment to the extent that earnings are available.

**11.04** - An employee who satisfies the Employer and the Institute by affidavit that he, the employee:

- (a) is a member of a religious organization whose doctrine prevents him as a matter of conscience from making financial contributions to an employee organization;

and

- (b) will make contributions equal to dues to a charitable organization;



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.

**11.05** - No employee organization as defined in Section 3 of the *Parliamentary Employment and Staff Relations Act*, other than the Institute, shall be permitted to have union dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

**11.06** - The amount deducted in accordance with clause 11.01 shall be remitted to the Institute within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee, his social insurance number and the deductions made on his behalf.

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

**11.08** - The Institute agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer, in which case the liability shall be limited to the amount of the error.

**11.09** - When it is mutually acknowledged that an error has been committed, the Employer shall endeavour to correct such error within the two (2) pay periods following the acknowledgement of that error.

**11.10** - The Employer agrees to supply each employee with an official receipt for income tax purposes of union dues deducted from pay pursuant to this Article, such receipt to be provided on or before February 28<sup>th</sup> following the taxation year in question.

## **ARTICLE 12**

### **USE OF EMPLOYER FACILITIES**

#### **Access by an Institute Representative**

**12.01** - Accredited representatives of the Institute shall be permitted access to the Employer's premises on stated Institute business and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer.

#### **Communications**

**12.02** - Reasonable access to means of communication available at the Senate will be provided to the Institute 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 Institute and social and recreational events. The Employer shall have the right to refuse the dissemination of any information it considers adverse to the interests of any of its representatives.

#### **Institute Literature**

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

## **Meeting Rooms**

**12.04** - Subject to the availability of meeting rooms, the Employer agrees on request to provide the Institute with a room on its premises for the purpose of holding a meeting of Institute members.

## **ARTICLE 13**

### **INFORMATION**

**13.01** - The Employer agrees to supply the Institute on a quarterly basis with a list of all employees in the bargaining unit. The list referred to herein shall include the name and classification of each employee and shall be provided within one month following the termination of each quarter.

**13.02** - The Employer agrees to supply each employee with a copy of the collective agreement and any amendments thereto. For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to this Agreement.

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

**13.04** - The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and to provide such employees with a copy of the collective agreement within five (5) working days from the first day of working on the job.

**13.05** - The Employer agrees to introduce new and/or newly transferred employees to their union representative on the first day of working on the job, or as soon thereafter as possible.

**13.06** - When employees enter or leave the bargaining unit, the Employer shall notify the Institute within 15 (fifteen) working days.

**13.07** - New employees shall be provided with a copy of the job description related to their position, and the pertinent organizational chart as well as a detailed folder concerning the employee's pension plan and insurance plans. Changes made to the above documents shall be communicated in writing to the employee.

## **ARTICLE 14**

### **STEWARDS**

**14.01** - The Employer acknowledges the right of the Institute to appoint Stewards from amongst the members of the bargaining unit for which the Institute is the certified bargaining agent.

**14.02** - The Institute shall determine the area of jurisdiction of each Steward, having regards to the structure of organization and the distribution of employees.

**14.03** - The Institute shall inform the Employer promptly and in writing of the names of its Stewards, their jurisdiction, and of any subsequent changes.

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

## **ARTICLE 15**

### **LEAVE FOR STAFF RELATIONS MATTERS**

#### **Public Service Labour Relations and Employment Board Hearings; complaint made to the Public Service Labour Relations and Employment Board pursuant to Section 13 of the *Parliamentary Employment and Staff Relations Act***

**15.01** - Where operational requirements permit, the Employer will grant leave with pay:

- (a) to an employee who makes a complaint on his own behalf, before the Public Service Staff Relations Board,
- and
- (b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Institute making a complaint.

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

**15.02** - Where operational requirements permit, the Employer will grant leave without pay:

- (a) to an employee who represents the Institute in an application for certification or in an intervention,
- and
- (b) to an employee who makes personal representations with respect to a certification.

#### **Employee called as a Witness**

**15.03** - The Employer will grant leave with pay:

- (a) to an employee called as a witness by the Public Service Staff Relations Board,
- and
- (b) where operational requirements permit, to an employee called as a witness by an employee or the Institute.

#### **Arbitration Board**

**15.04** - Where operational requirements permit, the Employer will grant leave with pay to an employee representing the Institute before an Arbitration Board.

**Employee called as a Witness**

**15.05** - The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board and, where operational requirements permit, leave with pay to an employee called as a witness by the Institute.

**Adjudication**

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

- (a) a party to an adjudication,  
or
- (b) the representative of an employee who is a party to an adjudication,  
or
- (c) a witness called by an employee who is a party to an adjudication.

**Meetings during the Grievance Process**

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

**Employee who acts as representative**

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

**Grievance Investigations**

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

**Contract Negotiations Meetings**

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

### **Preparatory Contract Negotiations Meetings**

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

### **Meetings Between the Institute and Management**

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

### **Institute Meetings and Conventions**

**15.13** - Where operational requirements permit, the Employer will grant leave without pay to an employee to attend meetings and conventions of the Institute.

### **Stewards Training Courses**

**15.14** -

- (a) Where operational requirements permit, the Employer will grant leave without pay to employees appointed as Stewards by the Institute, to undertake training sponsored by the Institute related to the duties of a Steward.
- (b) Where operational requirements permit, the Employer will grant leave with pay to employees appointed as Stewards by the Institute, to attend training sessions concerning Employer-employee relations sponsored by the Employer.

## **ARTICLE 16**

### **INTERPRETATION OF AGREEMENT**

**16.01** - The parties agree that, in the event of a dispute arising out of the interpretation of a clause or Article in this agreement, it is desirable that the parties should meet within a reasonable time and seek to resolve the problem. This Article does not prevent an employee from availing himself of the grievance procedure provided in this agreement.

## **ARTICLE 17**

### **GRIEVANCE PROCEDURE**

**17.01** -

- (a) The parties share a desire to resolve disputes and disagreements through prompt and open discussion and creative problem solving. These processes might involve the use of a mediator, if the parties agree. The parties recognize the value of informal discussion between employees and their supervisors in order to resolve outstanding issues, both prior to the issuance of a grievance or during the grievance process.
- (b) When an employee, within the time limits prescribed in clause 17.08 gives notice that he wishes to take advantage of this clause, it is agreed that the time spent attempting to

resolve the issues at hand through formal alternative resolution processes shall not count as elapsed time for the purpose of grievance time limits.

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

- (a) forward the grievance to the representative of the Senate authorized to deal with grievances at the appropriate level,  
  
and
- (b) provide the employee with a receipt stating the date on which the grievance was received by him.

**17.03** - A grievance of an employee shall not be deemed to be invalid by reason only of the fact that it is not filed on the form supplied by the Senate.

**17.04** - Subject to and as provided in Section 62 of the *Parliamentary Employment and Staff Relations Act*, an employee who feels that he has been treated unjustly or considers himself aggrieved by an action or lack of action by the Employer is entitled to present a grievance in the manner prescribed in clause 17.02, except that:

- (a) where there is another administrative procedure provided by or under any Act of Parliament to deal with his specific complaint, such procedure must be followed,  
  
and
- (b) where the grievance relates to the interpretation or application of this collective agreement or an arbitral award, he is not entitled to present the grievance unless he has the approval of and is represented by the Institute.

**17.05** - There shall be no more than three (3) levels in the grievance procedure. These levels shall be as follows:

- (a) Level 1 – First level of management.
  - (i) Where appropriate and agreed by the parties, the services of a mediator may be employed. A decision rendered at this level in the context of mediation shall report only that the grievance has been resolved or that it has not been resolved.
- (b) Level 2 – Directorate level.
- (c) Final Level – Clerk of the Senate or his representative.

**17.06** - The Clerk of the Senate shall inform each employee to whom the procedure applies of the name or title of the persons so designated together with the name or title and address of the Specified Officer to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or as otherwise determined between the Employer and the Institute.

**17.07** - If he so desires, an employee may be assisted or represented by the Institute when presenting a grievance at any step. The Institute shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

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

**17.09** - A grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Senate on the date it is delivered to the branch or division concerned.

Similarly, the Administration of the Senate shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his grievance at the next higher level shall be calculated from the date on which the Senate's reply was delivered to the address shown on the grievance form.

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

**17.11** - If the Employer does not reply within fifteen (15) days from the date that a grievance is presented at the first level, the employee may, within the next ten (10) days, submit the grievance at the final level of the grievance procedure.

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

**17.13** - Where an employee has been represented by the Institute in the presentation of his grievance, the Employer will provide the appropriate representative of the Institute 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.

**17.14** - The decision given by the Senate 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.

**17.15** - 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.

**17.16** - The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Institute representative, except as provided in clause 17.18.

**17.17** - The first and/or the second levels may be eliminated by agreement between the Employer and the employee and, where appropriate, the Institute.

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

**17.19** - An employee may abandon a grievance by written notice to his Specified Officer.

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

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

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

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

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

**17.23** - Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him of a provision of this agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the Institute signifies in prescribed manner:

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

## **ARTICLE 18**

### **JOINT CONSULTATION**

**18.01** - The parties acknowledge the mutual benefits to be derived from joint consultation and



will consult on matters of common interest.

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

**18.03** - Consultation meetings shall be held at mutually satisfactory times and shall normally take place on the Employer's premises during working hours.

**18.04** - Employees who represent the Institute at consultation meetings shall be protected against any loss of normal pay by reason of attendance at such meetings with management.

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

**18.06** - Wherever possible, the Employer shall consult with representatives of the Institute at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this agreement.

## **ARTICLE 19**

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

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

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

**19.02** -

- (a) When a formal assessment of an employee's performance is made, that employee must be given an opportunity to sign the assessment form thus provided upon its completion to indicate that its contents have been read. An employee's signature on his assessment form shall be considered to be an indication only that its contents have been read and shall not indicate his concurrence with the statements contained on the form. A copy of the employee's assessment form shall be provided to him at the time the assessment is signed by the employee.
- (b) The employer's representative who assesses an employee's performance must have observed or been aware of the employee's performance for at least one half (½) of the period for which the employee's performance is evaluated.

**19.03** - When an employee disagrees with the assessment and/or appraisal of his work, he shall have the right to present written counter arguments to the manager(s) or committee(s) responsible for the assessment or appraisal decision and to have such written arguments placed on his personnel file.

**19.04** - Upon written request of an employee, the Human Resources file of that employee shall

be made available once per year for his examination in the presence of an authorized representative of the Employer.

**19.05** - When a report pertaining to an employee's performance or conduct is placed on that employee's Human Resources file, that employee shall be given an opportunity to sign the report thus provided to indicate that he has read its contents.

## **ARTICLE 20**

### **STATEMENT OF DUTIES**

**20.01** - Upon written request, an employee shall be entitled to a complete and current statement of the duties and responsibilities of his position, including the position's classification level and, where applicable, the point rating allotted by factor to his position.

## **ARTICLE 21**

### **EMPLOYMENT REFERENCES**

**21.01** - On application by an employee, the Employer shall provide personal references to the prospective employer of such employee, indicating length of service, principal duties and responsibilities and performance of such duties. Personal references requested by a prospective employer other than the Senate will not be provided without the written consent of the employee.

## **ARTICLE 22**

### **CONTRACTING OUT**

**22.01** - Except to the extent and to the degree agreed upon locally by the parties, bargaining unit work shall be performed by members of the bargaining unit. It is understood that bargaining unit work pertains to the aggregate functions of a position.

**22.02** - No employee shall be laid off as a result of contracting out of a function in whole or in part.

## **ARTICLE 23**

### **STANDARDS OF DISCIPLINE AND DISCIPLINARY ACTION**

**23.01** - Where written standards of discipline are developed or existing standards of discipline are amended, the Employer agrees to supply a copy of such documents to the Institute and to each employee.

**23.02** - Where an employee is required to attend a meeting on disciplinary matters, that employee is entitled to have a representative of the Institute attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting.

**23.03** - The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document concerning the conduct or performance of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable time thereafter.

**23.04** - Notice of disciplinary action which may have been placed on the Human Resources 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 of a similar nature has been recorded during this period.

## **ARTICLE 24**

### **HOURS OF WORK AND COMPENSATION**

#### **FOR EXTRA HOURS WORKED**

**24.01** - 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.

**24.02** -

- (a) The standard work week shall be thirty-five (35) hours in duration and the standard work day shall be seven (7) hours excluding break periods for a standard work year of eighteen hundred and twenty (1820) hours. The standard work week shall be from Monday to Friday inclusive. The standard hours of work shall be from 08:00 and 18:00 hours.
- (b) If an employee is not required to work all the hours in a standard work year, there shall be no recovery for the hours not worked unless the employee is on leave without pay or under suspension.
- (c) Upon the request of an employee and with the concurrence of the Employer, an employee may work flexible hours on a daily basis so long as the daily hours amount to seven (7) hours.
- (d) The Employer will make a reasonable effort to enable the employee to have a minimum rest period of eight (8) continuous hours between periods when the employee is required to work.
- (e) Notwithstanding the provision 24.02(d), the parties to this agreement recognize that the dictates of parliament, including the activities of the Senate Chamber, a Senate committee, the official functions of parliamentary associations and interparliamentary exchanges, and when the employee is travelling, may result in an employee not receiving an eight (8) hour rest period.

**24.03** - Notwithstanding the provisions of clause 24.02, the parties to this agreement recognize that the operational requirements of the Senate and the preferences of individual employees may be best served by providing for variability in weekly and daily hours of work. Accordingly, an employee may request a work schedule that varies from seven (7) hours per day, Monday

through Friday each week and/or varies from five (5) days per week. Such a request by an employee shall be granted subject to the following conditions:

- (a) It is consistent with the operational requirements of the Senate.
- (b) The implementation of any variation in hours shall not result in any additional overtime or any additional payment by reason only of such variation.
- (c) The implementation of any variation in hours shall not be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this agreement.
- (d) The departure from the standard work week and/or work day may be terminated when the operational requirements of the Senate so dictate, provided an employee receives written notice two (2) working days in advance of the change.

**24.04** - For the purposes of administering the provisions of this agreement, an employee who works variable hours pursuant to clause 24.03 shall be subject to Appendix " C", Memorandum of agreement Respecting Variable Hours of Work, which forms part of this agreement.

**24.05** - Any work in excess of seven (7) hours in a day or in excess of thirty-five (35) hours in a week must receive prior approval by the Employer.

**24.06** - When an employee has been required to work by the Employer and has worked in excess of eighteen hundred and twenty (1820) hours in a work year commencing on October 1 and ending on September 30 of each year, he shall be compensated at the end of this time period:

- (a) at the rate of time and one-half (1½) of his hourly rate of pay for each hour worked in excess of eighteen hundred and twenty (1820) hours;
- (b) at double (2) rate of his hourly rate of pay for each hour worked in excess of two thousand and one hundred (2100) hours.

The employee shall be compensated in the form of compensatory leave or paid at his hourly rate of pay in effect when the payment is made, after agreement with the Employer. In case of a disagreement in this regard, the employee will be paid for all hours exceeding eighteen hundred and twenty (1820) hours. All calculations of time worked shall be based on each completed period of fifteen (15) minutes.

**24.07** - The Employer shall make every reasonable effort to avoid requiring an employee to work excessive hours beyond his standard work day or work week.

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

**24.09** –

- (a) Authorized leave with pay shall be included in the calculation of hours worked in a fiscal year.
- (b) For purposes of applying clause 24.06(a), the number of hours taken by an employee on authorized leave without pay will be included in the calculation of hours worked in a fiscal year.

**24.10** - When an employee is required to work on a day of rest or is called in to work without prior notice at any time outside his standard hours of work, for work not contiguous with his standard hours, the employee shall be entitled to register the greater of:

- (a) the total number of hours worked;
- or
- (b) a minimum of four and one half (4½) hours.

**\* 24.11 -**

- (a) An employee who works two (2) or more hours immediately before or immediately after his standard work day shall be reimbursed for one (1) meal in the amount of twelve dollars (\$12.00), except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order to take a meal break either at or adjacent to his place of work.
- (b) An employee who works continuously extending four (4) hours or more beyond the period provided in (a) above, shall be reimbursed for one additional meal in the amount of twelve dollars (\$12.00) except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.
- (c) Clauses 24.11 (a) and (b) shall not apply to an employee who is in travel status, which entitles him to claim expenses for lodging and/or meals.

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

**24.13** - Employees required to work until or beyond 20:00 hours are entitled to be reimbursed for the cost of the transportation back to their residence providing they have not reported to work using their privately owned vehicle.

**Scheduling of Off-Duty**

**24.14 -**

- (a) When the services of an employee are not required, he shall be informed in writing at least five (5) working days in advance. The notice shall include the date from which his services will not be required and the date on which he shall report back to work. The minimum off-duty period shall be five (5) consecutive working days.

- (b) Before imposing leave under clause 24.14, the Employer will inquire as to the employee's preference, whether to take or not take, his vacation leave credits as provided for in clause 28.05.

**24.15** - The Employer shall make every possible effort not to recall an employee during the period indicated on the notification made pursuant to clause 24.14. In case of a recall or cancellation prior to proceeding on off duty leave, the provisions of clauses 28.08 to 28.10, as appropriate, shall apply.

**24.16** - Notwithstanding clauses 24.14 and 24.15, an employee may, by mutual agreement with the Employer, be placed on off duty status for any period, and the minimum notice period of five (5) days may be waived.

**24.17** - Where an employee enters the bargaining unit other than on the first day of the fiscal year, the eighteen hundred and twenty (1820) hour work requirement pursuant to clause 24.02(a) and 24.06 shall be pro-rated in the same proportion as the remaining standard hours in the employee's work year compared to eighteen hundred and twenty (1820).

## **ARTICLE 25**

### **TRAVELLING**

**25.01** - When the Employer requires an employee to travel outside his headquarters area for the purpose of performing duties, the employee shall register the number of hours worked and the number of hours travelled, for the purpose of Article 24.

**25.02** - For the purpose of clause 25.01, the travelling time for which an employee shall be compensated is as follows:

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

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

**25.04** - Subject to the provisions of clause 25.02 (c), travelling time shall include time necessarily spent at each stop-over en route provided that such a stop-over does not include an overnight stay.

**25.05** - This Article does not apply for travel time to courses, training sessions, conferences and seminars unless so provided for in the Career Development Article.

## **ARTICLE 26**

### **DESIGNATED PAID HOLIDAYS**

**26.01** - Subject to clause 26.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday.
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) Fête nationale (Québec),
- (l) the first Monday in August,  
and
- (m) one additional day when proclaimed by an Act of Parliament as a National Holiday.

**26.02** - An employee absent without pay on both his full working day immediately preceding and his full working day immediately following a designated paid holiday, is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 15 (Leave for Staff Relations matters).

#### **Designated Paid Holiday Falling on a Day of Rest**

**26.03** - When a day designated as a paid holiday under clause 26.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first normal working day following his day of rest.

**26.04** - When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause 26.03:

- (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.

### **Work on a Designated Paid Holiday**

**26.05** - When an employee is required to work on a designated paid holiday, he shall be granted a day of leave at a later date as a substitute for the designated holiday at a time mutually agreed by the Employer and the employee. In addition to compensation already received for the paid designated holiday, the employee shall also receive compensation for all hours worked on that day.

### **Designated Paid Holiday Coinciding with a Day of Paid Leave**

**26.06** - Where a day that is a designated paid holiday for an employee coincides with a day of leave with pay or is moved as a result of the application of clause 26.03, the designated paid holiday shall not count as a day of leave.

## **ARTICLE 27**

### **LEAVE - GENERAL**

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

**27.02** - An employee is entitled, once in each fiscal year, to be informed, upon request, of the balance of his vacation, or sick leave with pay credits.

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

**27.04** - An employee shall not be granted two (2) different types of leave with pay in respect of the same period of time.

**27.05** - An employee is not entitled to leave with pay during periods he is on leave without pay, on educational leave or under suspension.

## **ARTICLE 28**

### **VACATION LEAVE**

**28.01** - The vacation year shall be from April 1<sup>st</sup> to March 31<sup>st</sup>, inclusive.

### **Accumulation of Vacation Leave Credits**



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

- (a) one and two thirds ( $1 \frac{2}{3}$ ) days per month until the month in which his fifteenth (15) anniversary of continuous employment occurs; this is equivalent to twenty (20) days on an annualized basis.
- (b) Two and one twelfth ( $2 \frac{1}{12}$ ) days per month commencing on the month in which his fifteenth (15) anniversary of continuous employment occurs; this is equivalent to twenty-five (25) days on an annualized basis.
- (c) Two and one half ( $2\frac{1}{2}$ ) days per month commencing on the month in which his twenty-eight (28) anniversary of continuous employment occurs; this is equivalent to thirty (30) days on an annualized basis.

### **One-time entitlement**

**28.03 -** Employees shall be credited a one-time entitlement of thirty-five (35) hours of vacation leave with pay on the first (1<sup>st</sup>) day of the month following the employee's second (2<sup>nd</sup>) anniversary of service with the Senate. This entitlement applies only once during the employee's total period of employment in the Senate.

### **Continuous employment**

**28.04 -**

- (a) (i) For the purpose of clause 28.02 only, all employment within the Senate, whether continuous or discontinuous, shall count towards vacation leave except where a person who, on leaving the Senate, 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 re-appointed to the Senate within one (1) year following the date of lay-off.

For greater certainty, severance termination payments pursuant to clauses 32.04 to 32.07 under Appendix 'E' or similar provisions in other collective agreements do not reduce the calculation of service for employees who have not yet left the Senate.

- (a) (ii) For the purpose of clause 28.04 (a) only, effective April 2012 on a go forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.
- (b) For the purpose of this Article, continuous employment shall also include continuous employment and other employment with breaks in service of less than six (6) months in:
  - (i) the office of a Member of Parliament;
  - (ii) the House of Commons;
  - (iii) the Library of Parliament;
  - (iv) the Office of the Senate Ethics Officer;

- (v) the Office of the Conflict of Interest and Ethics Commissioner; or
  - (vi) a department named in Schedule 1, a portion of the federal public administration named in Schedule IV, or a separate agency named in Schedule V of the *Financial Administration Act*.
- (c) Notwithstanding clause 28.03 (a) and (b) above, no employee shall have his currently recognized years of employment reduced by the implementation of this Article.

### **Entitlement to Vacation Leave With Pay**

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

### **Provision for Vacation Leave**

**28.06** - In order to maintain operational requirements, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:

- (a) to provide an employee's vacation leave in an amount and at such time as the employee may request;
- (b) not to recall an employee to duty after he has proceeded on vacation leave.

### **Replacement of Vacation Leave**

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

- (a) is granted bereavement leave,  
or
- (b) is granted leave with pay because of illness in the immediate family,  
or
- (c) is granted sick leave on production of a medical certificate,  
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 and approved by the Employer, or reinstated for use at a later date.

### **Carry Over of Annual Leave**

**28.08** -

- (a) Where, in any vacation year, an employee has not been granted all the vacation leave

credited to him, the unused portion of his vacation leave shall be carried over.

### **Liquidation of Annual Leave**

- (b) During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits shall be compensated at the employee's daily rate of pay as calculated from the classification prescribed in his letter of offer related to his substantive position on March 31<sup>st</sup>.

### **Recall from Vacation Leave**

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

- (a) in proceeding to his place of duty,  
  
and
- (b) in returning to the place from which he was recalled, if he immediately resumes vacation upon completing the assignment for which he was recalled,

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

**28.10** - The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under clause 28.08 to be reimbursed for reasonable expenses incurred by him.

### **Cancellation of Vacation Leave**

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

### **Leave When Employment Terminates**

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

### **Recovery on termination**

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

## **ARTICLE 29**

## **SICK LEAVE**

### **Credits**

**29.01** - An employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days for each calendar month for which he receives pay for at least ten (10) days.

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

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

and

(b) he has the necessary sick leave credits.

**29.03** - Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 29.02(a). The Employer may only require a medical certificate or equivalent proof of illness or injury where the Employer has reasonable cause to believe that the employee has abused his sick leave entitlement.

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

**29.05** - When an employee is granted sick leave with pay and, injury-on-duty leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

**29.06** - Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 29.02, sick leave with pay may, at the discretion of the Employer, be granted:

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

or

(b) for a period of up to fifteen (15) days if he has not submitted an application for injury-on-duty leave, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for reason other than death or lay-off, to the recovery from the advance of any monies owed the employee.

**29.07** - A new employee who previously worked for another employer listed in clause 28.04(b) shall be credited with the balance of his sick leave credits with the previous employer provided the employee can show evidence of such credits.

## **ARTICLE 30**

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

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

#### **Bereavement Leave With Pay**

**30.02** - For the purpose of this clause, immediate family is defined as father, mother, child (or alternatively stepparent, foster parent, stepchild or ward) of the employee or the employee's spouse (including common-law partner), grandchild, brother, sister, spouse (including common-law partner) or grandparent of the employee or any other relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) When a member of his immediate family dies, an employee is entitled to bereavement leave with pay for five (5) consecutive working days, to include the day of the funeral. Up to two (2) additional days for travel time may be granted if required.
- (b) An employee is entitled to one (1) day's bereavement leave with pay for purposes related to the death of his son-in-law, daughter-in-law, brother-in-law, sister-in-law or the grandparent of the employee's spouse.
- (c) If, during a period of off-duty, an employee is bereaved in circumstances under which he would have been eligible for bereavement leave with pay under paragraphs (a) or (b) of this clause, he shall be granted bereavement leave with pay.
- (d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances.

On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clauses 30.02 (a) and (b).

#### **Maternity leave without pay**

**30.03** –

- (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 eighteen (18) 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 eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalisation during which the employee was not on maternity leave, to a maximum of eighteen (18) 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 29, Sick Leave. For purposes of this subparagraph, the terms "illness" or "injury" as used in Article 29, Sick Leave, shall include medical disability related to pregnancy.
- (f) 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.

### **Maternity Allowance**

#### **\* 30.04 –**

- (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 maternity benefits pursuant to the *Employment Insurance Act* or *Québec Parental Insurance Plan* 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:

<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: right;"> Allowance received </div> <div style="text-align: center;"> X </div> </div>	<div style="text-align: center;"> <div>Remaining period to be worked following her return to work</div> <hr style="width: 50%; margin: 0 auto;"/> <div>Total period to be worked as specified in (B)</div> </div>
--	---

However, an employee whose specified period of employment expired and who is rehired by the Senate 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 before receiving Employment Insurance maternity 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 maternity benefit pursuant to the *Employment Insurance Act* or *Québec Parental Insurance Plan*, the difference between the gross weekly amount of maternity 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 maternity benefits to which she would have been eligible if no extra monies had been earned during this period; and
  - (iii) where an employee has received the full fifteen (15) weeks of maternity benefit under *Employment Insurance* and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety three per cent (93%) of her weekly rate of pay, less any other moneys earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 30.04(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of *Employment Insurance* or *Québec Parental Insurance* maternity 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* or *Québec Parental Insurance Plan*.
- (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 that 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 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 severance pay.

### **Special Maternity Allowance for Totally Disabled Employees**



**30.05 –**

(a) An employee who:

- (i) fails to satisfy the eligibility requirement specified in subparagraph 30.04(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 the *Government Employees Compensation Act* prevents her from receiving Employment Insurance or Québec Parental Insurance maternity benefits;

and

- (ii) has satisfied all of the other eligibility criteria specified in paragraph 30.04(a) other than those specified in sections (A) and (B) of subparagraph 30.04(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 30.04 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits pursuant to the *Employment Insurance Act* or *Québec Parental Insurance Plan* had she not been disqualified from Employment Insurance or *Québec Parental Insurance Plan* pregnancy benefits for the reasons described in subparagraph (a)(i).

**Parental Leave Without Pay**

**30.06 -**

- (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 (52) week 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 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 one hundred and four (104) 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 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) week's notice;
  - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (f) Parental leave without pay taken by a couple employed in the Senate 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.

### **Parental Allowance**

#### **30.07 -**

- (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 (k), providing he:
  - (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 has applied for and is in receipt of parental, paternity or adoption benefits pursuant to the *Employment Insurance Act* or *Québec Parental Insurance Plan* 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 parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
- (B) following his 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 30.04 (a)(iii)(B), if applicable;
- (C) should he fail to return to work in accordance with section (A) or should he 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 will be indebted to the Employer for an amount determined as follows:

Allowance received	X	Remaining period to be worked following his return to work
		<hr/>
		Total period to be worked as specified in (B)

However, an employee whose specified period of employment expired and who is rehired by the Senate within a period of five (5) days or less is not indebted for the amount if his 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 before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his 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, adoption or paternity benefits pursuant to the *Employment Insurance Act* or *Québec Parental Insurance Plan*, the difference between the gross weekly amount of the Employment Insurance

parental, adoption or paternity, benefits he is eligible to receive and ninety-three per cent (93%) of his weekly rate of pay less any other monies earned during this period which may result in a decrease in his parental, adoption or paternity benefits to which he would have been eligible if no extra monies had been earned during this period;

- (iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the *Québec Parental Insurance Plan* and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any monies earned during this period; and
- (iv) where an employee has received the full thirty five (35) weeks of parental benefit under the *Employment Insurance* and thereafter remains on parental leave without pay, she/he is eligible to receive a further parental allowance for a period of one (1) at ninety three per cent (93%) of his/her weekly rate of pay, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 30.04 (c) (iii).
- (d) At the employee's request, the payment referred to in subparagraph 30.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of the employment insurance or *Québec Parental Insurance Plan* 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 is required to repay pursuant to the *Employment Insurance Act* or the *Québec Parental Insurance Plan*.
- (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 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 in 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 severance pay.
- (k) The maximum combined maternity and parental allowances payable to a couple employed in the Senate shall not exceed a total of fifty-two (52) weeks for each combined maternity and parental leave without pay.

### **Special Parental Allowance for Totally Disabled Employees**

#### **30.08 –**

- (a) An employee who:
  - (i) fails to satisfy the eligibility requirement specified in Parental Allowance sub-clause 30.07(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 Plan (PSMIP) or the *Government Employees Compensation Act* prevents the employee from receiving employment insurance or *Québec Parental Insurance Plan* benefits;
  - and
  - (ii) has satisfied all of the other eligibility criteria specified in sub-clause 30.07(a) except in sub-clause 30.07(a)(ii) and (iii);

shall be paid, in respect of each week of benefits under the parental allowance not received for the reasons described in sub-clause 30.07(a)(i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his 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 30.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits pursuant to the *Employment Insurance Act* or the *Québec Parental Insurance Plan*, had the employee not been disqualified from employment insurance or the *Québec Parental Insurance Plan* benefits for the reasons described in sub-clause 30.07(a)(i) above.

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

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

- (i) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (ii) leave granted under this clause shall be for a minimum period of six (6) weeks;
- (iii) the total leave granted under this clause shall not exceed five (5) years during an

employee's total period of employment in the Senate;

- (iv) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave;
- (v) time spent on such leave shall not be counted for pay increment purposes.

### **Leave Without Pay for Personal Needs**

#### **30.10 -**

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

Time spent on such leave shall not be counted for pay increment purposes.

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

#### **30.11 -**

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including stepparents or foster parents), foster children, 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) an employee is expected to make every reasonable effort to schedule medical or dental appointments for dependant family members to minimize or preclude his absence from work; however, when alternate arrangements are not possible, an employee shall be granted up to one (1) day for a medical or dental appointment when the dependent family member is incapable of attending the appointment by himself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;

- (ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
  - (iii) 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.
  - (iv) one (1) day per year, to provide for the employee's dependent child in the case of an unforeseeable closure of the school or daycare facility.
- (c) The total leave with pay which may be granted under sub-clauses (b)(i), (ii), (iii) and (iv) shall not exceed five (5) days in a fiscal year.

### **Court Leave With Pay**

**30.12** - Leave with pay shall be given to every employee, other than an employee already on leave without pay, on education leave, or under suspension who is required:

- (a) to be available for jury selection;
  - (b) to serve on a jury;
- or
- (c) by subpoena or summons to attend as a witness in any proceeding held:
    - (i) in or under the authority of a Court of Justice,
    - (ii) before a Court, Judge, Justice, magistrate or coroner,
    - (iii) before the Senate or House of Commons of Canada or a Committee of the Senate or House of Commons otherwise than in the performance of the duties of his position,
    - (iv) before a legislative council, legislative assembly or House of assembly, or any Committee thereof that is authorized by law to compel the attendance of witnesses before it,
    - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

### **Human Resources Selection Leave With Pay**

#### **30.13**

- (a) Where an employee participates in a Human Resources selection process, including the grievance process where applicable, for a position in the Senate, the House of Commons or the Library of Parliament, 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, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required.
- (b) Where an employee participates in a Human Resources selection process for a position

in the Public Service, as defined in the *Public Service Labour Relations Act*, 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, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required, with the understanding that such leave is only granted if operational requirements permit.

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

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

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

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

### **Examination Leave**

**30.15** - Leave with pay to take examinations or defend dissertations may be granted by the Employer to an employee who is not on education leave. Such leave will be granted only where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his qualifications.

### **Election Leave**

**30.16** - Employees who are qualified electors shall be granted sufficient leave with pay for the purpose of casting their votes in federal, provincial and municipal elections and referenda, as per current applicable legislative provisions.

### **Other Leave With Pay**

**30.17** - At its discretion, the Employer may grant leave with pay for purposes other than those specified in this agreement, including military or civil defence training, emergencies affecting the community or place of work, and when circumstances not directly attributable to the employee prevent his reporting for duty.

### **Other Leave Without Pay**

**30.18** - At its discretion, the Employer may grant leave without pay for purposes other than those specified in this agreement, including enrolment in the Canadian Armed Forces and election to a full-time municipal office.



### **Leave Without Pay for Relocation of Spouse**

#### **30.19 –**

- (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) Leave without pay granted under this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved, except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

### **General**

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

### **Leave With Pay for Religious Observance**

**30.21** - In response to an employee's request for time off to participate in a religious observance required by that employee's faith, the Employer will make every reasonable effort to allow the employee to be absent from duty. In order to protect the employee from a loss of pay during this absence, the Employer shall be permitted to vary the hours of work. Where operational requirements do not permit the employee to vary hours of work, or where the employee so chooses, use of accumulated compensatory leave or annual leave shall be permitted for this purpose.

### **Leave Without Pay for the Long Term Care of a Parent**

**30.22** - At the discretion of the Employer, an employee may be granted leave without pay for the long term personal care of the employee's parents, foster parents and parents-in-law, in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing at least four (4) weeks in advance of the commencement date of such leave unless, because of unforeseeable circumstances, such notice cannot be given;
- (b) leave granted under this clause shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment;
- (d) such leave in excess of three (3) months shall be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and service for the purpose of calculating vacation leave.

### **Volunteer Leave with Pay**

**30.23** - Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven (7) hours of leave with pay to work as a volunteer for a

charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

### **Compassionate Care Leave**

**30.24** - An employee may be granted leave without pay of up to eight (8) weeks for the purposes of compassionate care as defined in the *Employment Insurance Act* 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 urgent or unforeseeable circumstances, such notice cannot be given;
- (b) notwithstanding the definition of "family" found in clauses 30.02 and 30.11 and notwithstanding paragraphs 30.22 (b), an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits;
- (c) when notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted; and
- (d) when an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraph (b) above ceases to apply.

## **ARTICLE 31**

### **CAREER DEVELOPMENT**

#### **Career Development - General**

**31.01** - The parties recognize that it is essential that employees possess the appropriate skills and knowledge to improve the capacity of the Senate Administration to adapt to change as well as to enhance their own career advancement and employment security. The parties agree that employees, from time to time, need opportunities to attend or participate in career development activities described in this Article and will cooperate to promote such opportunities based on the following principles:

- (a) Career development is a shared responsibility of management and employees requiring joint planning and investment.
- (b) Individual employees are responsible for identifying their career development needs in consultation with management and for planning, investing in, and implementing a career development program as agreed with management. Once registered, employees will make every reasonable effort to attend planned training sessions.
- (c) Management is responsible for actively promoting and guiding career development and, to this end, will make every effort to provide appropriate resources and opportunities.
- (d) The performance appraisal process shall be used to ensure effective planning and monitoring of career development opportunities. The employee and management shall

discuss the appropriate career development activities necessary to achieve immediate and longer-term objectives.

- (e) The Institute and the Employer agree that consultation on career development initiatives will occur at Joint Consultation Committee meetings or through such other means as may be agreed to by the parties.
- (f) The parties recognize that career development opportunities must be designed to meet individual and Senate needs and may take many forms, including, but not limited to, those set out in this Article.

### **Education Leave**

#### **31.02 –**

- (a) An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement.
  - (i) Where an employee on education leave attends a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable the employee to fill a present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide, the employee shall receive an allowance in lieu of salary equivalent to from fifty percent (50%) to one hundred percent (100%) of basic salary. The percentage of the allowance is at the discretion of the Employer. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
  - (ii) Where an employee on education leave is undertaking additional or special studies in some field of education that is not directly related to current work, but nonetheless contributes to professional development and may eventually help the employee assume other duties and responsibilities within the Senate, the employee may receive an allowance in lieu of salary. The percentage of the allowance, which may reach up to one hundred percent (100%) of basic salary, is at the discretion of the Employer. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- or
- (iii) Where an employee on education leave is undertaking additional or special studies in some field of education not covered by sub-sections (i) or (ii) above, the employee shall receive no allowance.
- (b) Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- (c) As a condition to the granting of education leave, the employee shall, if required, give

a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:

- (i) fails to complete the course,
- (ii) does not resume employment with the Employer on completion of the course,
- or
- (iii) ceases to be employed, except by reasons of death or lay-off, before termination of the period the employee has undertaken to serve after completion of the course,

the employee shall repay the Employer all allowances paid under this clause during the education leave or such lesser sum as shall be determined by the Employer.

### **Attendance at Conferences and Conventions**

#### **31.03 -**

- (a) The parties to this agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- (b) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions which are related to his field of specialization, 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, on 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 field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his payment of convention or conference registration fees and reasonable travel expenses.
- (f) An employee shall not be entitled to any additional compensation under Article 24.06 (Overtime) and Article 25 (Travelling) in respect of hours during which he is in attendance at or travelling to or from a conference or convention under the provisions of this clause, except as provided by paragraph (d).

### **Professional Development**

#### **31.04 -**

- (a) The parties to this agreement share a desire to improve professional standards by giving the employees the opportunity on occasion:

- (i) to participate in workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields,
  - (ii) to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer,
  - (iii) to carry out research in the employee's field of specialization not specifically related to his assigned work projects when, in the opinion of the Employer, such research is needed to enable the employee to fill his present role more adequately.
- (b) Subject to the Employer's approval, an employee shall receive leave with pay in order to participate in the activities described in clause 31.04(a).
- (c) An employee may apply at any time for professional development under this clause, and the Employer may select an employee at any time for such professional development.
- (d) When an employee is selected by the Employer for professional development under this clause, the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- (e) An employee selected for professional development under this clause shall continue to receive his normal compensation, including any increase for which he may become eligible. The employee shall not be entitled to any additional compensation under clause 24.06 (Overtime) and Article 25 (Travelling) while on professional development under this clause.
- (f) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

### **Course Reimbursement**

#### **31.05 -**

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

- (b) Reimbursement procedures and the list of inadmissible fees shall be as described under the Senate Administration Policy on Learning, Training and Development.

## **ARTICLE 32**

### **SEVERANCE PAY**

**32.01** - Under the following circumstances and subject to clause 32.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he is entitled for the classification prescribed in his letter of offer on the date of his termination of employment.

(a) Lay-off

- (i) On the first (1st) lay-off, for the first (1st) complete year of continuous employment two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of twenty-eight (28) weeks' pay.
- (ii) On the second (2nd) or subsequent lay-off, one (1) week's pay for each complete year of continuous employment, less any period in respect of which the employee was granted severance pay under subparagraph (a)(i), to a maximum of twenty-eight (28) weeks' pay.

(b) 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' pay.

(c) Death

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of thirty (30) weeks' pay.

(d) Termination for Cause for Reasons of Incapacity or Incompetence

- (i) 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, two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of twenty-eight (28) weeks'

pay.

- (ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence, two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of twenty-eight (28) weeks' pay.

(e) Discharge or Abandonment of Position

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

**32.02** - 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 any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clauses 32.01 and 32.04 be pyramided.

For greater certainty, payments made pursuant to clauses 32.04 to 32.07 under Appendix "E" or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

**32.03** - Appointment outside the Senate

An employee who resigns to accept an appointment with an organization outside the Senate shall be paid all any outstanding payment in lieu of severance if applicable under Appendix "E".

**32.04** – For employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) and who opted to defer their payment in whole or in part, the former provisions outlining the payment in lieu are found in Appendix "E".

**32.05** Continuous Employment

- (a) For the purpose of this Article, all employment within the Senate, 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 six (6) months in:
  - (i) the office of a Member of Parliament;
  - (ii) the House of Commons;
  - (iii) the Library of Parliament;
  - (iv) the Office of the Senate Ethics Officer;
  - (v) the Office of the Conflict of Interest and Ethics Commissioner; or

- (vi) a department named in Schedule 1, a portion of the federal public administration named in Schedule IV, or a separate agency named in Schedule V of the Financial Administration Act.
- (c) Notwithstanding clause 32.05 (a) and (b) above, no employee shall have his currently recognized years of employment reduced through the implementation of this Article.

### **ARTICLE 33**

#### **TECHNOLOGICAL CHANGE**

**33.01** - Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

**33.02** - The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and twenty (120) days written notice to the Institute 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.

**33.03** - The written notice provided for in clause 33.02 will provide the following information:

- (a) the nature and degree of change;
- (b) the anticipated date or dates on which the Employer plans to effect change;
- (c) the location or locations involved.

**33.04** - As soon as reasonably practicable after notice is given under clause 33.02, the Employer shall consult with the Institute concerning the effects of the technological change referred to in clause 33.02 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 of employees.

**33.05** - When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of his substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

### **ARTICLE 34**

#### **HEALTH AND SAFETY**



**34.01** - The Employer shall make all reasonable provisions for the occupational health and safety of employees. The Employer, through the Senate Administration's Joint Occupational Health and Safety Committee, or joint consultation, shall consider suggestions on the subject from the Institute. 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.

**34.02** - Where an employee deems that a situation exists which may be harmful to the employee's health and/or safety, the employee shall

(a) take all reasonable action to avoid injury or harm;

and

(b) so inform the immediate supervisor and/or designated Senate Health and Safety Officer as soon as possible.

**34.03** - Without limiting the generality of clause 34.01, the Employer shall make every reasonable effort to provide a smoke-free working environment for employees.

#### **Maternity-Related Reassignment Or Leave**

**34.04** - An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child.

**34.05** - An employee's request under clause 34.04 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.

**34.06** - An employee who has made a request under clause 34.04 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:

(a) modifies her job functions or reassigns her,

or

(b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

**34.07** - Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.

**34.08** - Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the

medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.

**34.09** - An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

## **ARTICLE 35**

### **INSURANCE PLANS**

**35.01** - The Employer shall continue coverage for employees in respect of the Public Service Health Care Plan and Disability Insurance according to the terms outlined in the Senate Policy.

**35.02** - Notwithstanding clause 35.01, the Employer shall extend any improvements made in respect of the Provincial Health Care Plan, the Public Service Health Care Plan, Disability Insurance, Long-Term Disability Insurance, the Supplementary Death Benefit (Life Insurance) Plan, the Public Service Superannuation Plan and the Dental Care Plan, during the term of this agreement to employees in the bargaining unit.

**35.03** - 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 of the Public Service Management Insurance Plan during the term of this agreement, unless he wishes to cancel his coverage.

## **ARTICLE 36**

### **PAY ADMINISTRATION**

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

**36.02** -

- (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) to (v) 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 therefore;
  - (ii) a retroactive upwards 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 an arbitral award rendered therefore on the effective date of the revision in rates of pay;
- (iv) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with clause (b)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment after which time any obligation upon the Employer to provide payment ceases;
- (v) no payment or notification shall be made pursuant to clause 36.02(b) for one dollar (\$1.00) or less.

**36.03** - Only rates of pay and compensation for overtime which has been paid to an employee during the retroactive period will be recalculated 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.

**36.04** - When two (2) or more of the following actions occur on the same date, namely appointment, pay increment and/or pay revision, the employee's rate of pay shall be calculated in the following sequence:

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

### **Acting Pay**

**36.05** - 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, he shall be paid acting pay calculated from the date on which he commenced to act as if he had been promoted to that higher position for the period in which he acts.

**36.06** - 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.

**36.07** - 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.

### **Pay Increment Administration**

**36.08** -

- (a) An employee other than an employee whose performance is evaluated as unsatisfactory

shall be granted pay increments until the maximum rate of the range established for his classification is reached.

- (b) A pay increment shall be of four percent (4%) of his substantive rate of pay.
- (c) Where, on the increment date, a final increment falls within \$100.00 from the maximum rate of the range, the incumbent's salary will be placed at the maximum rate.

### **Pay Increment Period**

**36.09** - The pay increment period for an employee is twelve (12) months. Employees shall be entitled, on their increment date, to receive an incremental increase of four percent (4%), or such percentage, increase as would bring the employee's salary to the maximum of his salary band, whichever is the lesser.

### **Pay Increment Date**

**36.10** - The pay increment date for an employee appointed to a position/classification in the bargaining unit upon promotion, demotion or from outside the Senate of Canada, shall be the anniversary date of such appointment.

### **Promotion, Demotion, Transfer**

**36.11** - The appointment of an employee to a different position/classification constitutes:

- (a) a promotion, where the maximum of the new position/classification is higher than the maximum of the old position/classification.
- (b) A demotion, where the maximum of the new position/classification is lower than the maximum of the old position/classification.
- (c) A transfer, where the appointment is neither a promotion nor a demotion.

### **Salary Protection Status**

**36.12** - Appendix "B", a Memorandum of agreement respecting pay on reclassification or conversion, shall form part of this agreement.

## **ARTICLE 37**

### **AGREEMENT RE-OPENER**

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

## **ARTICLE 38**

## **HARASSMENT**

**38.01** - The Institute and the Employer recognize the right of employees to work in an environment free from any form of harassment, including abuse of authority, sexual harassment and personal harassment. The parties agree that harassment will not be tolerated in the workplace.

**38.02** - The parties to this agreement shall make every reasonable effort to ensure that information relating to complaints under this Article is maintained in confidence.

**38.03** - Any level in the grievance procedure, except the final level, shall be waived if the person designated to hear the grievance at the level is the subject of the complaint under this Article.

## **ARTICLE 39**

### **RESTRICTION FROM OUTSIDE EMPLOYMENT**

**39.01** - Unless mutually determined by the Employer and the Institute 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 40**

### **JOB SECURITY**

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

## **ARTICLE 41**

### **PUBLICATIONS AND AUTHORSHIP**

**41.01** - The Employer agrees to continue the present practice of ensuring that employees have ready access to all publications considered necessary to their work by the Employer.

**41.02** - The Employer agrees that original articles, professional and technical papers prepared by an employee, within the scope of his employment, will be retained on appropriate Senate Administration files for the normal life of such files. The Employer will not unreasonably withhold permission for the publication of original articles, professional and technical papers in professional media. At the Employer's discretion, recognition of authorship will be given where practicable in Senate publications.

**41.03** - When an employee acts as a sole or joint author or editor of an original publication, his authorship or editorship shall normally be shown on the title page of such publication.

**41.04 –**

- (a) The Employer may suggest revisions to material and may withhold approval to publish an employee publication.
- (b) When approval for publication is withheld, the author(s) shall be so informed.
- (c) Where the Employer wishes to make changes in material submitted for publication with which the author does not agree, the employee shall not be credited publicly if he so requests.

**ARTICLE 42**

**PRIVACY AND CONFIDENTIALITY**

**42.01** - The Employer recognizes and respects the employee's right to privacy, including the confidentiality of an employee's personal communications and the protected status of personal information. Such communications or information are of a nature analogous to those an employee would communicate on private premises.

**42.02** - Notwithstanding clause 42.01, the parties agree that files, correspondence, reports, electronic messages and other work instruments of a professional nature are the property of the Employer and that management may need to recover such work instruments from the employee's work station, computer, desk drawers or office files from time to time, in the absence of the employee.

**42.03** - The Institute recognizes the employee's responsibility to use means of communication in an informed and responsible manner and the Employer's right to ensure acceptable usage.

**42.04** - Changes to policy and practice with regards to acceptable usage and monitoring will be a subject of timely joint consultation.

**ARTICLE 43**

**TERMS AND CONDITIONS**

**OF PART-TIME EMPLOYEES**

**43.01** - Part-time employees shall be entitled to the benefits provided under this agreement in the same proportion as their normal hours of work as per current practices at the date of this agreement.

**43.02** - The provisions of various collective regimes apply as per the rules of said regimes.

**ARTICLE 44**

### **DURATION OF AGREEMENT**

- \* **44.01** - The duration of this agreement shall be from the date it is signed to September 30<sup>th</sup>, 2018.

**44.02** - Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date of signature.

SIGNED AT OTTAWA, this 1<sup>st</sup> day of the month of March 2019.

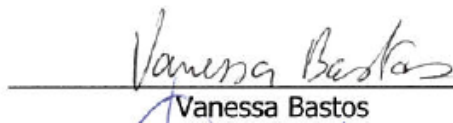
**For the Employer**

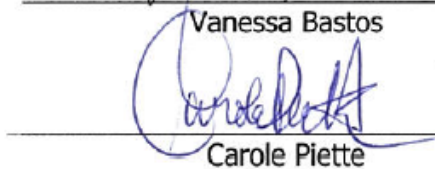
  
Blair Armitage

  
Gérald Lafrenière

  
Shaila Anwar

  
Diane Blais

  
Vanessa Bastos

  
Carole Piette

**For the Union**

  
Mark Palmer

  
Pierre Ouellet

  
Debi Daviau



## RATES OF PAY

### LEGISLATIVE CLERKS SUB-GROUP

The rates of pay in Appendix "A" is to be updated in accordance with the Senate-PIPSC MOU of March 30, 2015 (as follows:

- A. Effective October 1, 2015 (1.25%)
- B. Effective October 1, 2016 (1.50%)
- C. Effective October 1, 2017 (1.25%)

Level 1	A	30,264	38,294
	B	30,718	38,868
	C	31,102	39,354
Level 2	A	34,319	43,427
	B	34,834	44,078
	C	35,269	44,629
Level 3	A	40,455	51,190
	B	41,062	51,958
	C	41,575	52,607
Level 4	A	44,928	56,849
	B	45,602	57,702
	C	46,172	58,423
Level 5	A	50,126	63,428
	B	50,878	64,379
	C	51,514	65,184
Level 6	A	55,950	70,795
	B	56,789	71,857
	C	57,499	72,755
Level 7	A	61,984	78,430
	B	62,914	79,606
	C	63,700	80,601
Level 8	A	68,847	87,110
	B	69,883	88,420
	C	70,757	89,525
Level 9	A	78,520	99,353
	B	79,698	100,843
	C	80,694	102,104
Level 10	A	85,903	108,694
	B	87,192	110,324
	C	88,282	111,703

Note: Only levels 7 and 9 of the Senate Universal Scale form part of this collective agreement and apply to the Legislative Clerk Subgroup bargaining unit, as negotiated by the Professional Institute of the Public Service of Canada.

Upon ratification by the Union and the Steering Committee of the Standing Committee on internal Economy, Budgets and Administration, each of the members of the Legislative Clerk Sub-Group, represented by PIPSC, shall receive a signing bonus in the amount of \$650.

**MEMORANDUM OF AGREEMENT**  
**RESPECTING PAY ON RECLASSIFICATION OR CONVERSION**  
**OF EMPLOYEES IN THE LEGISLATIVE CLERK SUB-GROUP**  
**SENATE OF CANADA**

The parties agree that the following terms shall apply in respect of an employee in the Legislative Clerk Sub-Group whose position is reclassified or converted to a classification having a lower attainable maximum rate of pay.

1. Prior to a position being reclassified or converted to a classification having a lower attainable maximum rate of pay, the incumbent shall be so notified in writing at least ninety (90) days in advance of the effective date of this change.
2. An incumbent of a position notified pursuant to Section 1 above that his position will be reclassified or converted to a classification having a lower maximum rate of pay shall be granted "Salary Protection Status" as described in Section 3 below, commencing the stipulated effective date of reclassification or conversion.
3.
  - (a) An incumbent who is designated for "Salary Protection Status" shall continue to retain his former classification for purposes of determining his rate of pay and shall continue to receive merit increments, economic increases and all other salary adjustments as if his position continued to bear his former classification as long as the incumbent occupies his position.
  - (b) If the classification at which the employee's salary is protected ceases to exist, or if "Salary Protection Status" is made necessary by a conversion of the existing classification plan to a new classification plan, the incumbent shall continue to be paid in a scale of rates equivalent to that assigned to the former classification of his position, increased from time to time by applying thereto all economic increases and other salary adjustments as are applied to the scale for the new classification of his position. The incumbent shall also be eligible for merit increments until he has reached the maximum of his scale of rates as provided under Article 36 (Pay Administration).

**MEMORANDUM OF AGREEMENT**  
**RESPECTING VARIABLE HOURS OF WORK**

The Employer and the Professional Institute of the Public Service of Canada agree that the collective agreement shall be administered according to the following provisions in the case of an employee who works variable hours of work pursuant to clause 24.03 (Hours of Work):

**General**

1. An employee's accrued leave credits are calculated in hours, at the rate of one (1) day equals seven (7) hours.
2. The provisions of the collective agreement which specify days shall be converted to hours. Where the collective agreement refers to a "day", it shall be converted to seven (7) hours.
3. Where the schedule of an employee is arranged so that no hours of work are scheduled for one or more days during the work week (Monday to Friday), such a day(s) shall be considered a day(s) of rest for purposes of this agreement.

**Article 2 - Interpretation and Definitions**

4. Clause 2.01(c) - "daily rate of pay" - shall not apply.

**Article 26 - Designated Paid Holidays**

5. Time worked on a designated paid holiday shall be compensated in accordance with clause 26.05.
6. A designated paid holiday shall account for seven (7) hours only.

**Articles 28 and 29 - Vacation Leave and Sick Leave**

7. For greater certainty, the converted amounts are as follows:
  - (a) one and one quarter ( $1\frac{1}{4}$ ) days equals eight decimal seven five (8.75) hours;
  - (b) one and two thirds ( $1\frac{2}{3}$ ) days equal eleven decimal six six seven (11.667) hours;
  - (c) two and one twelfth ( $2\frac{1}{12}$ ) days equals fourteen decimal five eight three (14.583) hours;
  - (d) two and one half ( $2\frac{1}{2}$ ) days equals seventeen decimal five (17.5) hours.

### **Leave - Usage**

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

**MEMORANDUM OF AGREEMENT**  
**RESPECTING PRE-RETIREMENT TRANSITION LEAVE POLICY**

**Policy Objective**

To provide flexibility in working arrangements to help employees better balance their work and personal lives and make the transition into retirement easier, while at the same time helping managers reduce salary budgets.

**Policy Statement**

It is the policy of the Employer to create a work environment that allows employees the flexibility to better manage their work and personal lives while meeting operational requirements at a reasonable cost. This policy is one of several voluntary flexible working arrangements available to employees and managers.

**Application**

This Memorandum applies to all employees represented by the Bargaining Unit of The Professional Institute of the Public Service of Canada and forms of this agreement and its subsequent updates.

**Policy Requirements**

Pre-retirement transition leave (PRTL) enables employees who are within two (2) years of retirement to reduce the length of their workweek by up to forty percent (40%). Pay for participating employees would be adjusted to reflect the shorter workweek, but their pension and benefits coverage, as well as premiums or contributions, would continue at pre-arrangement levels. Employees may take PRTL for up to two (2) years, but must agree to resign at the end of the leave period. Under this policy, employees are responsible for their share of premiums or contributions because pension and benefits coverage will continue at pre-arrangement levels.

Pre-retirement transition leave is subject to managerial approval and discretion, based on operational feasibility. To be eligible for this type of leave, employees must:

- be indeterminate in the Senate;
- not be surplus at the start of the leave arrangement;
- be eligible for an unreduced pension at the start of the leave arrangement, or be within two (2) years of becoming eligible for an unreduced pension (i.e. an employee who is fifty-three (53) years of age with at least twenty-eight (28) years of pensionable service, or one who is fifty-eight (58) years old with at least two (2) years of pensionable service at the time of retirement);
- agree to resign or retire at the end of the leave arrangement. The Employer's

acceptance of the resignation shall be conditional upon the leave arrangement being completed;

- agree not to work for the Senate or the Federal Public Service while on leave;
- agree to respect the Conflict of Interest Guidelines while on leave.

Cancellation or changes to approved leave arrangements may be made only in rare and unforeseen circumstances. In the few cases where the cancellation is initiated by the Employer, employees shall be reimbursed for certain reasonable expenses as determined by the Employer (e.g. non-refundable portion of vacation contracts).

Employee requested changes to, or cancellation of, leave arrangements may occur only prior to the end of the leave arrangement. Employee requests to change or cancel leave arrangements must be provided in writing with reasonable notice. Approval will be at the discretion of the Employer.

**ARCHIVED PROVISIONS FOR THE ELIMINATION OF SEVERANCE PAY  
FOR VOLUNTARY SEPARATIONS (RESIGNATION AND RETIREMENT)**

*The Appendix is to reflect the language agreed to by the Employer and the Professional Institute of the Public Service of Canada for the elimination of severance pay for voluntary separations (resignation and retirement) on December 20, 2012 (date of signature of the collective agreement that expired on September 30, 2014). These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.*

**ARTICLE 32**

**SEVERANCE PAY**

**32.01** - Under the following circumstances and subject to clause 32.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he is entitled for the classification prescribed in his letter of offer on the date of his termination of employment.

(a) Lay-off

- (i) On the first (1<sup>st</sup>) lay-off, for the first (1<sup>st</sup>) complete year of continuous employment two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of twenty-eight (28) weeks' pay.
- (ii) On the second (2<sup>nd</sup>) or subsequent lay-off, one (1) week's pay for each complete year of continuous employment, less any period in respect of which the employee was granted severance pay under subparagraph (a)(i), to a maximum of twenty-eight (28) weeks' pay.

(b) 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' pay.

(c) Death

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of thirty (30) weeks' pay.

(d) Termination for Cause for Reasons of Incapacity or Incompetence

- (i) 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, two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of twenty-eight (28) weeks' pay.
- (ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence, two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of twenty-eight (28) weeks' pay.

(e) Discharge or Abandonment of Position

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

**32.02** - 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 any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clauses 32.01 and 32.04 be pyramided.

For greater certainty, payments made pursuant to clauses 32.04 to 32.07 under Appendix 'E' or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

**32.03** - Appointment outside the Senate

An employee who resigns to accept an appointment with an organization outside the Senate shall be paid any outstanding payment in lieu of severance if applicable under Appendix 'E'.

**32.04** - Severance Termination

- (a) Subject to clause 32.02, indeterminate employees on March 31, 2013 shall be entitled to a severance payment equal to two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of thirty (30) weeks' pay.
- (b) Subject to clause 32.02, term employees on March 31, 2013 shall be entitled to a severance payment equal to two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of thirty (30) weeks' pay.

**Terms of Payment**

**32.05 – Options**



The amount to which an employee is entitled under clause 32.04 shall be paid, at the employee's discretion, either:

- (a) as a single payment at the rate of pay of the employee's substantive position as of March 31, 2013, or
- (c) as a single payment at the time of the employee's termination of employment, based on the rate of pay of the employee's substantive position at the date of termination of employment, or
- (c) as a combination of (a) and (b), pursuant to paragraph 32.06(c).

### **32.06 - Selection of Option**

- (a) The employer will advise the employee of his years of continuous employment no later than June 30, 2013.
- (b) The employee shall advise the employer of the term of payment option selected no later than September 30, 2013.
- (c) The employee who selects the option described in paragraph 32.05(c) must specify the number of complete weeks to be paid out pursuant to paragraph 32.05(a) and the remainder to be paid out pursuant to paragraph 32.05(b).
- (d) An employee who does not make a selection under paragraph 32.06(b) will be deemed to have chosen the option in paragraph 32.05(b).

### **32.07 - Appointment from a Different Bargaining Unit**

This clause applies in a situation where an employee is appointed into a position in the bargaining unit from a position outside the bargaining unit where, at the date of appointment, the employee was still entitled to severance pay on retirement and resignation. This clause does not apply in cases where the appointment is on an acting basis.

- (a) Subject to clause 32.02, on the date an indeterminate employee becomes subject to this collective agreement after March 31, 2013, he shall be entitled to severance payment equal to two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (b) Subject to clause 32.02, on the date a term employee becomes subject to this collective agreement after March 31, 2013, he shall be entitled to severance payment payable under paragraph 32.05(b), equal to two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of thirty (30) weeks' pay, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (c) An employee entitled to a severance payment under paragraph (a) or (b) shall have the same choice of options outlined in clause 32.05; however the selection of which

option must be made within three (3) months of being appointed to the bargaining unit.

### **32.08 Continuous Employment**

- (a) For the purpose of this Article, all employment within the Senate, 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 six (6) months in:
  - (i) the office of a Member of Parliament;
  - (ii) the House of Commons;
  - (iii) the Library of Parliament;
  - (iv) the Office of the Senate Ethics Officer;
  - (v) the Office of the Conflict of Interest and Ethics Commissioner; or
  - (vi) a department named in Schedule 1, a portion of the federal public administration named in Schedule IV, or a separate agency named in Schedule V of the *Financial Administration Act*.
- (c) Notwithstanding clause 32.08 (a) and (b) above, no employee shall have his currently recognized years of employment reduced through the implementation of this Article.