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**AGREEMENT BETWEEN
THE HOUSE OF COMMONS
AND THE PROFESSIONAL
INSTITUTE OF THE PUBLIC
SERVICE OF CANADA**

OFFICE OF

MAY 13 2001

COLLECTIVE BARGAINING
INFORMATION

**PROCEDURAL CLERKS AND
ANALYSIS AND REFERENCE
BARGAINING UNIT**

Collective Agreement

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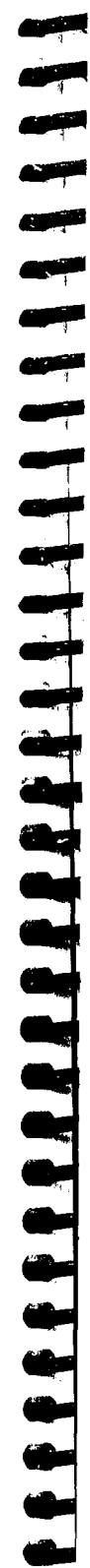
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PART A
GENERAL



ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relations between the Employer, the employees and the Institute by setting forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.
- 1.02 The parties to this Agreement share a desire to improve the quality of services to the House of Commons and to promote the well-being and professionalism of its employees to the end that the members of the House of Commons will be well and efficiently served. Accordingly, they are determined to establish, within the framework provided by law, **an** effective working relationship at all levels of the House of Commons in which members of the bargaining unit are employed.

ARTICLE 2

DEFINITIONS

- 2.01 For the purpose of this Agreement
- (a) "bargaining **unit**" means the employees of the Employer in the Procedural Clerks and Analysis and Reference Sub-Groups **as** described in the certificate issued by the Public Service Staff Relations Board on April 15, **1987**;
« unité de négociation »

- (b) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
« taux de rémunération journalier »
- (c) "day of rest" means a day, other than a designated paid holiday, on which an employee is not ordinarily required to perform assigned duties, other than by reason of being on leave;
« jour de repos »
- (d) "designated paid holiday" means the twenty-four (24) hour period commencing at 00:01 hour on a day designated as a holiday in this Agreement;
« jour férié désigné payé »
- (e) "double time" means two (2) times the employee's hourly rate of pay;
« tarif double »
- (f) "employee" means a person who is so defined by the *Parliamentary Employment and Staff Relations Act* and **is** a member of the bargaining unit;
« employe »
- (g) "Employer" means the House **of** Commons **as** represented by the Board of Internal Economy and includes any person authorized to exercise the authority of the Board of Internal Economy;
« employeur »
- (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;
« *mise en disponibilité* »
- (k) "leave" means authorized absence from duty;
« *conge* »
- (l) "membership 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* »
- * (m) "straight time" means the equivalent of the employee's hourly rate of pay;
« *tarif normal* »
- (n) "time and one-half" means one and one-half (1%) times the employee's hourly rate of pay; and
« *tarif et demi* »
- (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 meaning given to them in that Act, and
- (b) if defined in the *Interpretation Act* but **not** defined in the *Parliamentary Employment and Staff Relations Act*, have the meaning 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.

ARTICLE 4

APPLICATION

4.01 The provisions of this Agreement apply to the Institute, the employees and the Employer.

4.02 In this Agreement, words importing the masculine gender shall include the feminine gender.



4.03 Part-Time Employees

An employee whose normal scheduled hours of work are on average less than thirty-five (35) hours per week shall be entitled to the benefits provided under this Agreement in the same proportion as the employee's weekly hours of work compared with the normal scheduled weekly hours of work of a full-time employee, except that:

- (a) the part-time employee shall be paid at the hourly rate of pay for all hours of work performed up to thirty-five (35) hours in a week;
- (b) leave **will** only be provided:
 - (i) where it may displace other leave as prescribed by this Agreement, or
 - (ii) during those periods in which the part-time employee is scheduled to perform assigned duties;
- (c) the day-of-rest provisions in this Agreement apply only in a week when the part-time employee has worked a minimum of thirty-five (35) hours in the week;
- (d) the part-time employee shall not be paid for the designated holidays but shall instead be paid a premium of four point six percent (**4.6%**) for all straight-time hours during the period of part-time employment;

- (e) the part-time employee who is required to work on a day prescribed as a designated paid holiday for a full-time employee in clause 24.01 of this Agreement shall be compensated at time and one-half (1 ½) the hourly rate of pay for all hours worked on the holiday; and
- (f) notwithstanding the provisions of Article 30 (Severance Pay), an employee whose continuous employment is a combination of both full-time and part-time continuous employment shall, for the purpose of severance pay, have those completed years of part-time continuous employment reduced in the same proportion as the part-time weekly hours of work compare with the normal scheduled weekly hours of work of a full-time employee, and when such an employee is, on the date of the termination of employment, a part-time employee, the weekly rate of pay referred to in Article 30 shall be the weekly rate of pay that the employee is being paid on termination, adjusted to the full-time weekly rate.

ARTICLE 5

RIGHTS

5.01 All the functions, rights, powers and authority that the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Institute as being retained by the Employer.

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

NO DISCRIMINATION OR HARASSMENT

- * 7.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, mental or physical disability, conviction for which a pardon has been granted, family status, marital status, or membership or activity in the Institute.
- 7.02 The Institute and the Employer recognize the right of employees to work in an environment free from any form of harassment. The **parties** agree that harassment will not be tolerated in the workplace. For purposes of this Agreement, "harassment", "sexual harassment" and "abuse of authority" shall have the meaning the terms are given in the House of Commons Harassment Prevention Policy.

7.03 It is not a discriminatory practice for the Employer to adopt or carry out a special program, plan or arrangement designed to prevent disadvantages that are likely to be suffered by, or to eliminate or reduce disadvantages that are suffered by, any group of individuals when those disadvantages would **be** or are based on or related to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or disability of members of that group, by improving opportunities respecting services, facilities, accommodation or employment in relation to that group.

* 7.04 Where a person delegated by the Employer to hear a grievance dealing with discrimination or harassment is the subject of the complaint, the Employer shall appoint another representative to hear the grievance.



PART B
STAFF RELATIONS MATTERS

ARTICLE 8

RECOGNITION

- 8.01 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 April 15, 1987, in respect of the Procedural Clerks and the Analysis and Reference Sub-Groups.
- 8.02 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 9

CHECK-OFF

- 9.01 The Employer shall, as a condition of employment, deduct an amount equal to the amount of the membership dues from the monthly **pay** of each employee in the bargaining unit.
- 9.02 The Institute shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee as stipulated in clause 9.01.

9.03 For the purpose of clause 9.01, deductions from pay for each employee in respect of each month shall start with the first full month of employment to the extent that earnings are available.

9.04 An employee who satisfies the Employer and the Institute by affidavit that the employee:

(a) is a member of a recognized religious organization whose doctrine prevents as a matter of conscience 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.

9.05 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 membership dues and/or other monies deducted by the Employer from the pay of an employee in the bargaining unit.

9.06 The amount deducted in accordance with clause 9.01 shall be remitted to the Institute by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee, with the social insurance number and deductions made on behalf of that employee.

- 9.07 The Employer agrees to make deductions for other purposes on the basis of the production of appropriate documentation.
- 9.08 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.
- 9.09 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 error.
- 9.10 The Employer agrees to supply each employee with an official receipt for income tax purposes of membership dues deducted from pay pursuant to this Article, such receipt to be provided on or before February 28 following the taxation year.

ARTICLE 10

USE OF EMPLOYER FACILITIES

10.01 Access by an Institute Representative

An accredited representative of the Institute may 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.



10.02 Dissemination of Information

Reasonable access to means of communication available at the House of Commons shall 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 recreational events. The Employer shall have the *right to refuse the dissemination of any information it considers adverse to its interests or to the interests of any of its representatives.*

10.03 Institute Literature

The Employer shall 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.

ARTICLE 11

INFORMATION

11.01 The Employer agrees to supply the Institute every second month with a list of all employees in the bargaining unit. Such list shall include the name, classification and **work** unit of each employee. The list shall also include names of employees who have left **or** joined the bargaining unit and, in the case of an employee leaving the bargaining unit, whether that employee has permanently departed **or** is on leave without pay. The above lists shall be provided to the Institute within fifteen (15) calendar days of the beginning of the second month.

- 11.02 The Employer agrees to supply each employee with a copy of this Agreement and any amendments thereto.
- 11.03 **At** the written request of an employee, the Employer shall make available at a mutually satisfactory time any policy or directive which has a direct bearing on the requesting employee's terms and conditions **of** employment.
- 11.04 A new employee shall be provided with a copy of this Agreement, a description of duties and responsibilities and detailed information concerning the pension plan and insurance plans within five (5) working days of the employment start date. Changes made to the above documents shall be communicated in writing to the employees.

ARTICLE 12

STEWARDS

- 12.01 The Employer acknowledges the right of the Institute to appoint stewards from amongst the members of the bargaining unit.
- 12.02 The Employer and the Institute shall, by mutual agreement, determine the area of jurisdiction of each steward, having regard to the organization plan and the distribution of employees.
- 12.03 The Institute shall inform the Employer promptly and in writing of the names of its stewards, their jurisdiction, and of any subsequent changes.

12.04 Time off' for Stewards

Where operational requirements permit, the Employer shall grant time off with pay to enable an employee to carry out functions as a steward on the Employer's premises. When the discharge of these functions requires the employee to leave the normal place of work, the employee's return shall be reported to the supervisor whenever practicable.

ARTICLE 13

LEAVE FOR STAFF RELATIONS MATTERS

**PUBLIC SERVICE STAFF RELATIONS BOARD
HEARINGS**

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

Where operational requirements permit, the Employer shall grant leave with pay to an employee who makes a complaint on the employee's behalf before the Public Service Staff Relations Board, or to an employee who acts on behalf of another employee making a complaint or who acts on behalf of the Institute making a complaint.

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

Where operational requirements permit, the Employer shall 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 an application for certification.

13.03 Employee called as a Witness

The Employer shall 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.

* 13.04 Adjudication Hearings and Alternate Dispute Resolution Processes

Where operational requirements permit, the Employer shall grant leave with pay to an employee representing the Institute before an adjudication board or to participate in any alternate dispute resolution processes.



13.05 Employee called as a Witness

The Employer shall grant leave with pay to an employee called as a witness by an adjudication board and, where operational requirements permit, to an employee called as a witness by the Institute.

ADJUDICATION

13.06 Employee who is a Party

Where operational requirements permit, the Employer shall grant leave with pay to an employee who is a party to an adjudication.

13.07 Employee who acts as Representative

Where operational requirements permit, the Employer shall grant leave with pay to an employee who acts as the representative of an employee who is a party to an adjudication.

13.08 Employee called as a Witness

Where operational requirements permit, the Employer shall grant leave with pay to an employee who **is** called as a witness **by** an employee who is a party to an adjudication.

MEETINGS DURING THE GRIEVANCE PROCESS

13.09 Employee presenting a Grievance

Where operational requirements permit, the Employer shall grant leave with pay to an employee who presents a grievance so that the employee may attend a meeting with the Employer.

13.10 Employee who acts as Representative

Where operational requirements permit, the Employer shall grant leave with pay to an employee who, at a meeting with the Employer, acts as the representative of another employee **who** has presented a grievance.

13.11 Grievance Investigations

Where an employee has asked or is obliged to be represented by the Institute in relation to the presentation of a grievance and another employee acting on behalf of the Institute wishes to discuss the grievance with that employee, both employees shall, where operational requirements permit, be given reasonable leave with **pay** for this purpose.

GENERAL

13.12 Contract Negotiation Meetings

Where operational requirements permit, the Employer shall grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Institute.



13.13 Preparatory Contract Negotiations Meeting

Where operational requirements permit, the Employer shall grant leave without pay to an employee to attend preparatory contract negotiation meetings.

13.14 Meetings between the Institute and Management

Where operational requirements permit, the Employer shall grant leave with pay to an employee who is meeting with management on behalf of the Institute.

13.15 Institute Meetings and Conventions

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

13.16 Steward Training Courses

- (a) Where operational requirements permit, the Employer shall grant leave without pay to employees appointed 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 shall grant leave with pay to employees appointed stewards by the Institute to attend training sessions concerning Employer-employee relations sponsored by the Employer.

* 13.17 Arbitration Board and Alternate Dispute Resolution Process

Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Institute before an arbitration board or to participate in any alternate dispute resolution processes.

ARTICLE 14

INTERPRETATION OF AGREEMENT

14.01 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 shall not prevent an employee using the grievance procedure provided in this Agreement.

ARTICLE 15

DISPUTE RESOLUTION PROCEDURE

The Employer and the Institute share a desire to resolve disputes or disagreements wherever possible through a co-operative process characterized by prompt and open discussion and creative problem solving. To this end, the dispute resolution procedures below shall apply.



- 15.01 The parties recognize the value of informal discussions between employees and their supervisors to the end that problems may be resolved without recourse to a formal grievance. The parties encourage such discussions and may, where appropriate and requested, provide assistance to help facilitate a resolution of the problem acceptable to the employee and the supervisor. When an employee, within the limits prescribed in clause 15.08, gives notice of a desire to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.
- 15.02 An **employee** who wishes to present a grievance at any prescribed level in the grievance procedure shall transmit the grievance to the immediate supervisor or local officer-in-charge, who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level, and
 - (b) provide the employee with a receipt stating the date on which the grievance was received.
- 15.03 An employee's grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.

15.04 Subject to and as provided in section 62 of the *Parliamentary Employment and Staff Relations Act*, an employee who feels unjustly treated or aggrieved by an action or lack of action by the Employer is entitled to present a grievance in the manner prescribed in clause 15.02, except that:

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

15.05 (a) There shall be no more than a maximum of two (2) levels in the grievance procedure. These levels shall be as follows:

*

- (i) first level – the responsible Director or Principal Clerk; and
- (ii) final level – the **Clerk** or the Clerk’s designate.

- (b) The purpose of the first level is to provide disclosure of information relating to the problem or disagreement, which will facilitate open discussions and the exploration of a voluntary resolution acceptable to all parties to the grievance. Where appropriate and agreed by the parties, the services of a mediator may be employed. A decision rendered at this level shall report only that the grievance has been resolved or that the grievance has not been resolved.

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

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

15.07 An employee who so wishes may be assisted and/or represented by the Institute when presenting a grievance at any level. 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.

- 15.08 An employee may present a grievance to the first level of the procedure, in the manner prescribed in clause 15.02, not later than the fifteenth (15th) working day after the date on which the employee is notified orally or in writing or on which the employee first becomes aware of the action or circumstances giving rise to the grievance.
- 15.09 An employee may present a grievance to the final level in the grievance procedure:
- (a) where the decision at the first level is not satisfactory to the employee, within ten (10) working days after that decision has been conveyed in writing to the employee by the Employer, or
 - (b) where the Employer has not conveyed a decision at the first level to the employee within the time prescribed in clause 15.10, within fifteen (15) working days after the employee presented the grievance at the first level.
- 15.10 The Employer shall normally reply *to an* employee's grievance at the first level of the grievance procedure within ten (10) working days after the grievance is presented, and within thirty (30) working days where the grievance is presented at the final level.
- 15.11 Where an employee has been represented by the Institute in the presentation of a grievance, the Employer shall 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.



- 15.12 Where a grievance has been presented up to and including the final level in the grievance process, and the grievance is not one that may be referred to adjudication, the decision on the grievance taken at the final level in the grievance process is final and binding and no further action may be taken under the *Parliamentary Employment and Staff Relations Act*.
- 15.13 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated holidays shall be excluded.
- 15.14 The time limits stipulated in this procedure may be extended by agreement of the Employer and the employee and, where appropriate, the Institute representative, except as provided in clause 15.16.
- 15.15 Where it appears that the nature of the grievance is such that direct reference to the final level is desirable, the first level may be eliminated by agreement of the Employer and the employee and, where applicable, the Institute.
- 15.16 Where the Employer terminates, demotes, denies an appointment or denies a classification level to an employee, the grievance procedure set forth in this Agreement shall apply except that:
- (a) the grievance may be presented at the final level only, and

- (b) the thirty (30) working day time limit within which the Employer is to reply at the final level may be extended to a maximum of forty (40) working days by mutual agreement of the Employer and the appropriate representative of the Institute.
- 15.17 An employee may, by written notice to the immediate supervisor or officer-in-charge, abandon a grievance.
- 15.18 An employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond the employee's control, the employee was unable to comply with the prescribed time limits.
- 15.19 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon a grievance or refrain from exercising the right to present a grievance, as provided in this Agreement.
- 15.20 Where an employee has presented a grievance up to and including the final level in the grievance procedure with respect to:
- (a) the interpretation or application in respect of the employee of a provision of this Agreement or a 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 sub-section 5(3) of the *Parliamentary Employment and Staff Relations Act*, the Employer's classification of an employee,

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

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

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

ARTICLE 16

JOINT CONSULTATION

- 16.01 The parties acknowledge the mutual benefits to be derived from joint consultation and will consult on matters of common interest.
- 16.02 The subjects appropriate for joint consultation shall be determined by mutual agreement of the parties.
- 16.03 The Joint Consultation Committee shall be composed of mutually agreed numbers of employees and Employer representatives and shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.
- 16.04 Employees forming the membership of the Joint Consultation Committee shall be protected against any loss of normal pay by reason of attendance at such meetings with management.
- 16.05 The Joint Consultation Committee is prohibited from agreeing to items which would alter **any** provision of **this** Agreement.
- 16.06 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.



16.07 **Any** significant change affecting working conditions or conditions of employment shall be communicated to employees and to the Institute in writing at least thirty (30) working days prior to the introduction of the change, to the extent that this is possible.

ARTICLE 17

**EMPLOYEE PERFORMANCE REVIEW AND
EMPLOYEE FILES-**

17.01 For the purpose of this Article, a formal assessment of an employee's performance

- (a) means any written assessment or appraisal by any supervisor of how well the employee has performed assigned duties during a specified period in the past; and
- (b) shall be recorded on a form prescribed **by** the Employer for this purpose.

17.02 (a) When a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. The employee's signature on the assessment form shall be considered an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained in the form. A copy of the assessment form shall be provided to the employee at the time the assessment is signed by the employee.

(b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is assessed.

17.03 **An** employee who disagrees with a formal assessment of performance shall have the right to present written counter arguments to the manager(s) or committee(s) responsible for the assessment decision and to have such written arguments placed in the employee's personal file.

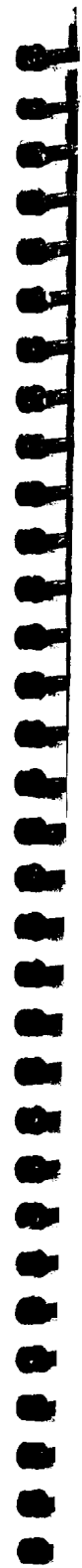
17.04 Upon an employee's written request, the personnel file of that employee shall be made available for examination in the presence of an authorized representative of the Employer.

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

ARTICLE 18

DISCIPLINARY ACTION

18.01 The Employer and the Institute agree that appropriate disciplinary action **will** be taken for just and reasonable cause and will normally be progressive.



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- 18.02 Where an employee is required to attend a meeting on disciplinary matters, the employee is entitled to have, on request, a representative of the Institute attend the meeting. The employee shall be advised in writing of the meeting and its purpose at least forty-eight (48) hours, constituting two (2) working days, prior to the meeting. The employee may waive this minimum notice period.
- 18.03 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.
- 18.04 Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 18.05 (a) When suspension or dismissal is to be applied to an employee, the Employer undertakes to notify the employee in writing of the reason for such measures. The Employer shall endeavour to give such notification at the time the measures are taken or, if that is not possible, within a reasonable time thereafter.
- (b) The Employer shall notify a local representative of the Institute that suspension or dismissal is being applied.

ARTICLE 19

EMPLOYMENT REFERENCES

19.01 On application by an employee, the Employer shall provide personal references to a prospective employer of the employee, indicating length of service, principal duties and responsibilities, and performance of such duties.

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ARTICLE 20

EMPLOYMENT SECURITY

20.01 The Employer shall make every reasonable effort **not** to lay off employees during the term of this Agreement and to ensure that reductions in the workforce are accomplished through attrition. This is subject to the willingness and capacity of individual employees, who would otherwise be laid off, to undergo retraining and accept reassignment.

20.02 Contracting Out

The Employer shall continue past practice in giving all reasonable consideration to continued employment in the House of Commons **of** employees who would otherwise become redundant because work is contracted out.





PART C
WORKING CONDITIONS

ARTICLE 21
HOURS OF WORK

21.01 General

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

- 21.02 (a) The work year shall be eighteen hundred and twenty (1820) hours.
- (b) The workweek shall be Monday to Friday inclusive and shall average thirty-five (35) hours per week exclusive of meal break periods. Saturday and Sunday shall be days of rest.
- (c) Straight-time hours of work shall be worked between 08:00 hours and 20:00 hours. An employee may not be required to work in excess of scheduled daily hours of work, exclusive of meal break periods, for regular pay.
- (d) The Employer shall make every reasonable effort to minimize the number of occasions on which an employee is required to work for regular pay beyond 18:00 hours. To this end, the Employer shall consult with affected employees and consider their wishes wherever possible in scheduling such work.

21.03 Annual Schedule of Long and Short Weeks

- (a) The hours of work required pursuant to clause 21.02 shall be established as follows: for thirty-nine (39) weeks per year, the workweek shall be thirty-seven and one-half (37½) hours; for thirteen (13) weeks per year, the workweek shall be twenty-seven and one-half (27½) hours.
- * (b) Workweeks of twenty-seven and one-half (27½) hours shall normally be completed in four (4) days. At the request of the employee and with the concurrence of the Employer, an employee may complete these hours of work in a period of other than four (4) days.
- (c) The Employer shall establish, as soon as practicable, for the following year, the schedule of 37½ and 27½ hour weeks. In so doing, the Employer shall consult with the Institute and consider the wishes of employees. Employees shall be informed in writing of the annual schedule before the beginning of the year in question.
- (d) The employee or the Employer may designate up to four (4) of the short workweeks as “floating weeks” to be scheduled at times agreed to by the employee and the Employer.

- (c) The Employer may change the annual schedule established pursuant to paragraphs (a), (b) and (c) above in order to meet operational requirements of the House of Commons or in response to employee requests regarding the annual schedule. Prior to implementing such changes, the Employer will consult with representatives of the Institute. The Employer agrees to make every reasonable effort to minimize the number and scope of changes to the annual schedule arising from operational requirements of the House of Commons.
- (f) Notwithstanding paragraphs (a), (b) and (c) above, the Employer may, following reasonable notice to and meaningful consultation with the Institute, implement a continuing thirty-five (35) hour workweek.

21.04 Alternate Annual Schedule of Long and Short Weeks

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- (a) An employee may, by notifying the Employer in writing within ten (10) working days of the annual schedule being announced or by December 15, whichever is later, elect to vary the annual schedule in clause 21.03 as follows: long workweeks shall be forty (40) hours and short workweeks shall be twenty (20) hours, provided that all other provisions in clause 21.03 shall apply. The Employer shall permit such variation subject to operational requirements.
- (b) Workweeks of twenty (20) hours shall normally be completed in three (3) days. At the request of the employee and with the concurrence of the Employer, an employee may complete these hours of work in a period of other than three (3) days.

- (c) The employee may request to withdraw from this variation on the annual schedule with thirty (30) calendar days' written notice, subject to the concurrence of the Employer. There shall be no additional cash payment to the employee solely by reason of a withdrawal from the alternate annual schedule. Remaining hours of work in a calendar year shall be adjusted accordingly.

21.05 Variable Schedules

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

(a) Variable Daily Schedule

Notwithstanding paragraph 21.02(c), at the request of the employee and with the concurrence of the Employer, an employee may work flexible hours on a daily basis, provided that such hours are worked between 08:00 hours and 20:00 hours.

(b) Variable Weekly Schedule

At the request of the employee and with the concurrence of the Employer, an employee may complete the weekly hours of work in a period of other than five (5) full days, provided that the workweek continues to average thirty-five (35) hours.

21.06 An employee shall normally be required *to* submit a monthly attendance report indicating leave taken and **other** absences. Where the Employer has reasonable cause to believe that an employee has abused hours of work provisions, an alternate attendance reporting requirement may be implemented by the Employer.

21.07 The provisions of this Agreement shall be administered in accordance with the terms of Appendix B, Memorandum of Agreement on Hours **of** Work, which forms part of this Agreement.

ARTICLE 22

OVERTIME

22.01 Definition

(a) "Overtime" means work required by the Employer to be performed in excess of the employee's total normal daily hours of work.





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(b) An employee who is required to attend a social or cultural activity when travelling outside Canada on official business shall normally be compensated at straight time.

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(c) In the event that an employee is required to perform work during a social or cultural activity referred to in paragraph (b) above, the employee shall be compensated as per the provisions of this Article for all hours so worked.

22.02 An employee who is required by the Employer to work overtime shall be compensated as follows:

(a) at time and one-half (1½) for each hour of overtime worked, except as provided for in paragraphs (b), (c) and (e) below;

(b) at double time (2) for each hour of overtime worked after fifteen (15) hours' work in a normal workday or after seven (7) hours' work on a day of rest;

(c) at double time (2) for each hour of overtime worked on the employee's second or subsequent day of rest, provided that the employee also worked on the first day of rest, where second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;

(d) at time and one-half (1½) for each hour worked on a designated holiday, in addition to the compensation that would have been granted had the employee not worked on the designated holiday; and

- (e) at double time (2) for all time worked on a designated paid holiday contiguous to a second day of rest on which the employee also worked and received overtime compensation in accordance with paragraph (c) above, in addition to the pay that would have been granted had the employee not worked on the holiday.

22.03 Where the normal hours of work on a normal workday are changed by the Employer so that an employee is scheduled to perform work outside the period 08:00 hours through 18:00 hours, the following shall also apply:

- (a) where the employee has not received a minimum written notice of thirty-six (36) hours of the requirement to work normal hours of work outside the period 08:00 hours through 18:00 hours, each hour worked outside this period shall be compensated at the applicable overtime rate; and
- (b) where the employee has received a minimum notice of thirty-six (36) hours of the requirement to work normal hours of work outside the period 08:00 hours through 18:00 hours, each hour worked beyond 20:00 hours shall be compensated at the applicable overtime rate.

22.04 Notwithstanding any other provision of this Article and for greater certainty, all hours of work required of an employee by the Employer in excess of an average of thirty-five (35) hours per week at year's end shall be compensated at time and one-half (1 ½).

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

22.06 Call-back

(a) An employee who reports to work as requested by the Employer any time outside the employee's normal working hours or on a day of rest shall be entitled to the greater of:

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

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

(b) An employee on assignment away from Parliament Hill and on travel status may not benefit from the minimum remuneration provision of sub-paragraph (a) (i) above.

22.07 (a) In respect of fifty percent (50%) of the overtime compensation earned in a calendar year by an employee who is below the equivalent of the first step of the PIU-1 salary level, the employee shall be entitled to choose either:

(i) cash at the applicable premium rate laid down in this Article for some or all of such earned credits, or

- (ii) compensatory leave at the applicable premium rate laid down in this Article for some or all of such earned credits.

Subject to operational requirements, the Employer shall make every reasonable effort to grant compensatory leave in such amounts and at such times as the employee may request.

- (b) In respect of the remaining fifty percent (50%) of the overtime compensation earned by an employee in a calendar year, the employee shall from time to time, at the request of the Employer, submit plans for scheduling compensatory leave. Subject to operational requirements, the Employer shall make every reasonable effort to grant compensatory leave in the amounts and at the times set out in the employee's plans.
- (c) The Employer reserves the right to schedule the employee's compensatory leave where no acceptable plan has been submitted in accordance with paragraph (b) above, but shall provide reasonable consideration to scheduling such leave according to the employee's wishes.



- (d) All compensatory leave earned in a calendar year and outstanding on September 30 of the next calendar year shall be paid at the employee's applicable rate of pay on September 30. At the request of the employee and with the concurrence of the Employer, compensatory leave may be carried forward beyond September 30 for use as leave not later than thirty (30) calendar days after the opening of the next Parliament. Where leave carried forward cannot be taken by this date, the Employer reserves the right to schedule the leave at a subsequent time, but shall provide reasonable consideration to scheduling such leave according to the employee's wishes.
 - (e) An employee whose employment with the Employer is terminated shall receive pay in lieu of accumulated but unused compensatory leave at the employee's daily rate of pay on the final day of employment.
- 22.08 (a) In respect of one hundred percent (100%) of the overtime compensation earned during the course of a Parliament by an employee who is at ~~or~~ above the equivalent of the first step of the PRL-1 salary level, the employee shall be entitled to compensatory leave at the applicable premium rate laid down in this Article.
- (b) The employee shall from time to time, at the request ~~of~~ the Employer, submit plans ~~for~~ scheduling compensatory leave accumulated during the course of a Parliament. Subject ~~to~~ operational requirements, the Employer shall make every reasonable effort to grant compensatory leave in the amounts and at the times set out in the employee's plans.

- (c) The Employer reserves the right to schedule the employee's compensatory leave where no acceptable plan has been submitted in accordance with paragraph (b) above, but shall provide reasonable consideration to scheduling such leave according to the employee's wishes.
- (d) All or any portion of the compensatory leave outstanding thirty (30) calendar days after the opening of a Parliament shall, at the request of the employee, be paid at the employee's applicable rate of pay on that date. The Employer reserves the right to schedule any remaining compensatory leave at a subsequent time, but shall provide reasonable consideration to scheduling such leave according to the employee's wishes.
- (e) The provisions of this clause shall apply to any overtime compensation earned on or after March 24, 1998, and to such compensation earned by employees reaching the equivalent, or greater than the equivalent, of the first step of the PRL-1 salary level after that date. However, in respect of any overtime compensation earned prior to those dates, the provisions of clause 22.07 shall apply.
- (f) An employee whose employment with the Employer is terminated shall receive pay in lieu of accumulated but unused compensatory leave at the employee's applicable rate of pay on the final day of employment.

22.09 When a payment is being made as a result of the application of this Article, the Employer shall endeavour to make such payment within six (6) weeks following the employee's request for payment or, if payment is required to liquidate outstanding compensatory leave earned in a calendar year, within six (6) weeks of the commencement of the first pay period after September 30 of the next following calendar year

* 22.10 (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the scheduled hours of work shall be reimbursed for one meal in the amount of nine dollars (\$9.00), 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 either at or adjacent to the place of work.

* (b) An employee who works overtime continuously for four (4) hours or more beyond the period provided in paragraph (a) above shall be reimbursed for one additional meal in the amount of seven dollars (\$7.00), except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order to take a meal break either at or adjacent to the place of work.

(c) Paragraphs (a) and (b) above shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

ARTICLE 23

TRAVELLING TIME

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

- (a) an employee who travels on a normal working day shall receive the regular pay for that day and be compensated at the applicable overtime rate for the first five (5) hours travelled in excess of the normal daily hours of work and at straight time for the remaining contiguous hours travelled; and
- (b) an employee who travels on a day of rest or on a designated paid holiday shall be compensated at the applicable overtime rate for the first five (5) hours travelled and at straight time for the remaining contiguous hours travelled.

23.02 For the purpose of clause 23.01, 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 workplace, as applicable, directly to the destination and directly back to the place of residence or workplace;
- (c) in the event that an alternate time of departure and/or means of travel is requested by the employee and authorized by the Employer, compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination; and
- (d) travelling time shall include time necessarily spent at each stopover en route, up to a maximum of three (3) hours, provided that such a stopover does not include an overnight stay.

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

23.04 Travelling time shall be compensated in accordance with clauses 22.07, 22.08 and 22.09.

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

23.06 Compensation under this Article shall not be recognized for travel time to courses, training sessions, conferences and seminars unless so provided for in Article 29 (Career Development).

ARTICLE 24

DESIGNATED PAID HOLIDAYS

24 01 Subject to clause 24.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration **of** the Sovereign's birthday,
- (e) St. John the Baptist Day,
- (f) Canada Day,
- (g) Labour Day,
- (h) the day fixed by proclamation of the Governor in Council as a general day **of** Thanksgiving,
- (i) Remembrance Day,
- (j) Christmas Day,
- (k) Boxing Day, and



- (I) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first Monday in August.

24.02 An employee on leave without pay on both the full working day immediately preceding and the 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 13 (Leave for Staff Relations Matters).

24.03 Designated Paid Holiday falling on a Day of Rest

When a designated paid holiday under clause 24.01 coincides with an employee's day of rest, the holiday shall normally be moved to the employee's first normal working day following the day of rest. However, if the following day is also a sitting day for the House of Commons, the Employer may move the holiday to the normal working day immediately preceding the designated paid holiday.

24.04 When a designated paid holiday is moved **to** another day under the provisions of clause 24.03, **work** performed on the day from which the holiday was moved shall be considered work performed on a day **of** rest, and work performed on the day to which the holiday was moved shall **be** considered work performed on **a** holiday.

24.05 Compensation for Work on a Paid Holiday

Compensation for work on a paid holiday shall be in accordance with Article 22 (Overtime).

24.06 Designated Paid Holiday Coinciding with a Day of Paid Leave

Where a designated paid holiday, or the day to which such a holiday is moved under the provisions of clause 24.03, coincides with an employee's day, the day shall not count as a day of leave.

ARTICLE 25

LEAVE - GENERAL

25.01 When an employee has not earned all of the vacation or sick leave with pay granted and that employee's employment is terminated by death or lay-off, the leave with pay granted shall be considered to have been earned.

25.02 Twice in each calendar year, an employee shall be informed, upon request, of the balance of vacation or sick leave credits.

25.03 An employee shall retain the **amount** of leave with pay credited by the Employer at the time this Agreement is signed or at the time the employee becomes subject to this Agreement.

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

- 25.05 An employee who is on leave without pay, on educational leave or under suspension is not entitled to leave with pay during the same period.

ARTICLE 26

VACATION LEAVE

- 26.01 The vacation year shall be from January 1 to December 31, inclusive.

26.02 Accumulation of Vacation Leave Credits

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

- (a) one and two-thirds ($1 \frac{2}{3}$) days per month until the month in which the employee's fifteenth (15th) anniversary of continuous employment occurs;
- (b) two and one-twelfth ($2 \frac{1}{12}$) days per month, commencing with the month in which the employee's fifteenth (15th) anniversary of continuous employment occurs; and
- (c) two and one-half ($2 \frac{1}{2}$) days per month, commencing with the month in which the employee's twenty-ninth (29th) anniversary of continuous employment occurs.

- 26.03 (a) For the purpose of clause 26.02 only, all employment within the House of Commons, whether continuous or discontinuous, shall count toward vacation leave, except where an employee, on leaving the House of Commons, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the House of Commons within one year following the date of lay-off.

- (b) For the purpose of this Article, continuous employment shall also include continuous employment and other employment with breaks in service of less than three (3) months in:
 - (i) the office of a member of Parliament,
 - (ii) the Senate,
 - (iii) the Library of Parliament, and
 - (iv) the Departments and portions of the Public Service referred to or listed in Schedule A of the Public Service Terms and Conditions of Employment Regulations made pursuant to section 7 of the *Financial Administration Act*.

- (c) Notwithstanding paragraphs (a) and (b) above, an employee's currently recognized years of employment shall not be reduced by the implementation of this Article.



26.04 Entitlement to Vacation Leave with Pay

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

26.05 Provision for Vacation Leave

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 vacation leave in an amount and at such time as the employee may request, and
- (b) not to recall to duty an employee who has proceeded on vacation leave.

26.06 Replacement of Vacation Leave

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

- (a) bereavement leave,
- (b) sick leave on production of a medical certificate,

(c) leave with pay because of illness in the immediate family, or

(d) court leave,

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

26.07 Carry-over and Liquidation

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

(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 the employee's certificate of appointment to the employee's substantive position on December 31.

26.08 Recall from Vacation Leave

During any period of vacation leave, an employee who is recalled to duty shall be reimbursed for reasonable expenses, as normally defined by the Employer, incurred:

(a) in proceeding to the employee's place of duty, and





- (b) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment, after submitting such accounts as are normally required by the Employer.

26.09 An employee shall not be considered **to** be on vacation leave during any period in respect of which the employee is entitled under clause 26.08 to be reimbursed for reasonable expenses incurred

26.10 Cancellation of Vacation Leave

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

26.11 Advance Payments

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

26.12 Leave when Employment Terminates

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

26.13 Vacation Leave Credits for Severance Pay

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

26.14 Recovery on Termination

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 the employee's classification on the date of termination.

26.15 Supplementary Vacation Leave Credits

An employee may be granted supplementary vacation leave credits in addition to those earned pursuant to clause 26.02 under the following conditions:

- (a) The employee must submit a request for supplementary vacation leave credits by October 1 immediately prior to the vacation year in which the employee intends to use such credits. The employee's request must include a plan, provided in good faith, for using all supplementary vacation leave credits. The Employer shall reply to the employee's request by November 1.

- (b) Provision of supplementary vacation leave credits shall be governed by clause 26.05.
- (c) On approval of the employee's request, the employee's regular hi-weekly salary payments during the vacation year in which supplementary vacation leave credits are to be taken shall be reduced according to the following formula:

$$\frac{\text{annual salary X number of credit hours X 0.000548}}{26 \text{ weeks}}$$
- (d) The reduction in salary payments required under section (c) above should not affect the definition of the employee's pay **for** any other purpose.
- (e) The employee shall make every reasonable effort not to carry over supplementary vacation leave credits from one year to another. Paragraph 26.07(b) shall not **apply**.

ARTICLE 27

SICK LEAVE

27.01 Credits

Sick leave credits shall be earned **at** the rate of one and one-quarter (1 1/4) days **for** each calendar month for which an employee receives pay for at least ten (10) days.



27.02 An employee who is unable to perform assigned duties because of illness or injury shall be granted sick leave with pay, provided that the employee:

- (a) satisfies the Employer of this condition in such a manner and at such a time as may be determined by the Employer, and
- (b) has the necessary sick leave credits

27.03 Unless otherwise informed by the Employer, an employee's signed statement that the employee was unable to perform assigned duties because of illness or injury shall, when delivered to the Employer, be considered to meet the requirements of paragraph 27.02(a).

27.04 An employee who is on leave of absence without pay or under suspension shall not be granted sick leave with pay during the same period.

27.05 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.

27.06 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 27.02, 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 the employee is awaiting a decision on an application for injury-on-duty leave, or
- (b) for a period of up to fifteen (15) days if the employee has not submitted an application for injury-on-duty leave,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for other than death or lay-off, the recovery of the advance from any monies owed the employee.

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

27.08 A new employee who previously worked for another employer listed in paragraph 26.03(b) shall be credited with the balance of sick leave credits with the previous employer, provided that the employee can show evidence of such credits.

- * 27.09 Sick leave credits earned but unused by an employee during a previous period of employment at the House of Commons shall be restored to an employee whose employment was terminated by reason of lay-off and who is reappointed to the House of Commons within two (2) years from the date of lay-off.

ARTICLE 28

OTHER LEAVE WITH OR WITHOUT PAY

- 28.01 With 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.
- 28.02 Bereavement Leave with Pay
- * (a) For the purpose of this clause, immediate family is defined as the father, mother, child (or alternatively stepparent, foster parent, stepchild or ward) or grandchild of the employee or the employee's spouse or common-law spouse; brother, sister, spouse or common-law spouse of the employee; or any **other** relative permanently residing in the employee's household or with whom the employee permanently resides.
- * (b) When a member of an employee's immediate family dies, the employee shall be entitled to a bereavement period of five (5) consecutive calendar days away from duty which does not extend beyond the day following the day of the funeral or memorial service.

(i) During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for that employee.

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

(iii) In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

*

(c) An employee is entitled to up to one (1) day's bereavement leave with pay for a purpose related to the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

(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 paragraphs (b) and (c) above.

- (e) If, during a period of compensatory leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave with pay under this clause, the employee shall be granted bereavement leave with pay and compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

* 28.03 Maternity Leave without Pay

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):
 - (i) where the employee has not yet proceeded on maternity leave without pay and her new-born child is hospitalized, or
 - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her new-born child is hospitalized,

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

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates; or
 - (ii) use her sick leave credits **up** to and beyond the date that her pregnancy terminates, subject to the provisions in Article 27 (Sick Leave) in which, for purposes of this sub-paragraph, the terms "illness" or "injury" 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.

* 28.04 Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that she:
 - (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - (ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer, and

(iii) has signed an agreement with the Employer stating that:

- (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
- (B) within eighteen (18) months following her return to work, as described in section (A), should she claim the full seventeen (17) weeks of maternity allowance, she will work a number of hours paid at straight time calculated by multiplying the number of hours in the workweek on which her maternity leave allowance was calculated by twenty-six (26);
- (C) within eighteen (18) months following her return to work, as described in section (A), should she claim only a portion of the seventeen (17) weeks of maternity allowance, she will work a number of hours paid at straight time calculated by multiplying the number of hours in the workweek on which her maternity allowance was calculated by a number determined as follows:

$$(26 \text{ weeks}) \times \frac{(\text{number of weeks during which she received the maternity allowance})}{(17 \text{ weeks})}$$




(D) should she fail to return to work in accordance with section (A), 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 sections (B) and (C), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for the full amount of the maternity allowance she has received; and

(E) should she return to work but fail to work the total number of hours as specified in sections (B) or (C), 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 sections (B) and (C), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:

(allowance received) X (number of hours not worked
following her return to work)
[total number of hours to be
worked as specified in (B) or (C)]

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

- (b) For the purpose of sections (a)(iii) (B), (C) and (E), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work shall not be counted as time worked but shall extend the eighteen (18) month period referred to in sections (a)(iii) (B) and (C).
- (c) Maternity allowance payments made in accordance with the SUB Plan shall consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, ninety-three percent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period, and

- 
- (ii) for each week that the employee receives a pregnancy benefit pursuant to section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.
 - (d) **At** the employee's request, the payment referred to in sub-paragraph 28.04(c)(i) shall be estimated and advanced to the employee. Adjustments shall be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.
 - (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and **an** employee shall not be reimbursed for any amount that **she** may be required to repay pursuant to the *Employment Insurance Act*.
 - (f) The weekly rate **of** pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay, or

- (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 sub-paragraph (i) above by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to sub-paragraph (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 shall neither reduce nor increase an employee's deferred remuneration or severance pay.

* 28.05 Special Maternity Allowance for Totally Disabled Employees

(a) An employee who:

- (i) fails to satisfy the eligibility requirement specified in sub-paragraph 28.04(a)(i) 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 pregnancy benefits, and
- (ii) has satisfied all of the other eligibility criteria specified in paragraph 28.04(a), other than those specified in sections (A) and (B) of sub-paragraph 28.04(a)(iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in sub-paragraph (i), the difference between ninety-three percent (**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 28.04 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to section 22 of the *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in sub-paragraph (a)(i) above.

* 28.06 Parental Leave without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to twenty-six (26) 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 twenty-six (26) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.

- (c) Notwithstanding paragraphs (a) and (b):
 - (i) where the employee's child is hospitalized within the period defined in the above paragraphs and the employee has not yet proceeded on parental leave without pay, or
 - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

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

- (d) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the new-born child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- (e) The Employer may:
 - (i) defer the commencement of parental leave without pay at the request of the employee;

- (ii) grant the employee parental leave without pay with less than four (4) weeks' notice; and
 - (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 by the House of Commons shall not exceed a total of twenty-six (26) 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.

* 28.07 Parental Allowance

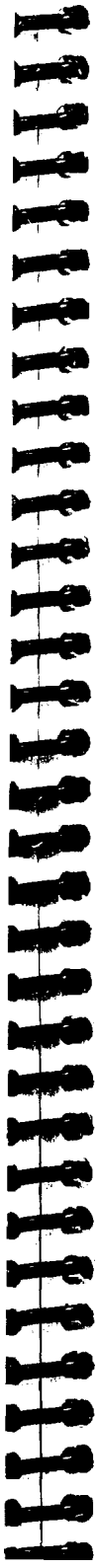
- (a) An employee who has been granted parental leave without pay shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (**SUB**) Plan described in paragraphs (c) to (i) below, provided that the employee:
- (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay, and

- (ii) provides the Employer with proof that the employee has applied for and is in receipt of parental benefits pursuant to section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer, and
- (iii) has signed an agreement with the Employer stating that:
 - (A) the employee will return to work on the expiry date of the parental leave without pay, unless the return-to-work date is modified by the approval of another form of leave;
 - (B) within ten (10) months of the employee's return to work, as described in section (A), should the employee claim the full twelve (12) weeks of parental allowance, the employee will work a number of hours paid at straight time calculated by multiplying by fifteen (15) the number of hours in the workweek on which the parental allowance was calculated;

(C) within ten (10) months of the employee's return to **work**, as described in section (A), should the employee claim only a portion of the full twelve (12) weeks of parental allowance, the employee will **work** a number of hours paid at straight time calculated by multiplying the number of hours in the workweek on which the parental allowance was calculated by a number determined as follows:

$$(15 \text{ weeks}) \times \frac{\text{(number of weeks during which he/she received the parental allowance)}}{(12 \text{ weeks})}$$

(D) should the employee fail to return to work in accordance with section (A), 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 sections (B) and (C), or having become disabled as defined in the *Public Service Sirperannuation Act*, the employee will be indebted to the Employer for the full amount of the parental allowance the employee has received; and



(E) should the employee return to work but fail to work the total number of hours as specified in sections (B) or (C), 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 sections (U) and (C), or having become disabled as defined in the *Public Service Superannuation Act*, the employee will be indebted to the Employer for an amount determined as follows:

$$\text{(allowance received) X } \frac{\text{(number of hours not worked following his/her return to work)}}{\text{[total number of hours to be worked as specified in (B) or (C)]}}$$

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

(b) For the purpose of sections (a) (iii) (B), (C) and (E), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work shall not be counted as time worked but shall extend the ten (10) month period referred to in sections (a) (iii) (B) and (C).

(c) Parental Allowance payments made in accordance with the SUB Plan shall consist of the following:

(i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three percent (**93%**) of the employee's weekly rate of pay for each week of the waiting period, less any other monies earned during this period;

(ii) other than as provided in sub-paragraph (i) below, for each week in respect of which the employee receives parental benefits pursuant to section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance parental benefits the employee is eligible to receive and ninety-three percent (**93%**) of the employee weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which the employee would have been eligible if no extra monies had been earned during this period; and

(iii) where the employee becomes entitled to an extension of parental benefits pursuant to subsection 12(7) of the *Employment Insurance Act*, the parental allowance payable under the SUB Plan described in sub-paragraph (i) will be extended by the number of weeks of extended benefits which the employee receives under subsection 12(7) of the *Employment Insurance Act*.





- (d) At the employee's request, the payment referred to in sub-paragraph 28.07(c)(i) shall be estimated and advanced to the employee. Adjustments shall be made once the employee provides proof of receipt of Employment Insurance parental benefits.

- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee shall not be reimbursed for any amount that the employee is required to repay pursuant to the *Employment Insurance Act*.

- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay; or

 - (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 sub-paragraph (i) above 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) above shall be the rate to which the employee is entitled for the substantive level to which the employee is appointed.
- (h) Notwithstanding paragraph (g) above, and subject to sub-paragraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four 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 a parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the **SUB** Plan shall neither reduce nor increase an employee's deferred remuneration or severance pay.

* 28.08 Special Parental Allowance for Totally Disabled Employees

(a) An employee who:

- (i) fails to satisfy the eligibility requirement specified in sub-paragraph 28.07(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 Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance parental benefits, and
- (ii) has satisfied all of the other eligibility criteria specified in paragraph 28.07(a), other than those specified in sections (A) and (B) of sub-paragraph 28.07(a)(iii),

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

- (b) An employee shall be paid an allowance under this clause and under clause 28.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to section 23 of the **Employment Insurance Act**, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

28.05) Leave without Pay for Care and Nurturing

Subject to operational requirements, an employee shall be granted leave without pay for the care and nurturing of the employee's children or for the care of any other relative for whom the employee has care-giving responsibilities, in accordance with the following conditions:

- (a) The employee shall notify the Employer in writing one (1) week in advance of the commencement date of such leave unless urgent or unforeseeable circumstances prevent such notice.
- (b) Leave granted under this clause shall be for a minimum period of two (2) weeks and a maximum period of one (1) year.
- (c) The total leave granted under this clause should not exceed five (5) years during an employee's total period of employment at the House of Commons.
- (d) Leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay and vacation leave.

- (e) Time spent on such leave shall not be counted for pay increment purposes.
- (f) The granting of leave pursuant to this clause shall not be unreasonably denied.

28.10 Leave without Pay for Personal Needs

- (a) Subject to operational requirements, an employee shall be granted leave without pay for personal needs for a maximum period of one (1) year.
- (b) The total leave granted under this clause should not exceed two (2) years during the employee's total period of employment in the House of Commons.
- (c) Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.
- (d) Leave granted under this clause for a period of up to three (3) months 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 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 for the employee. Time spent on such leave shall not be counted for pay increment purposes.

- (f) The granting of leave pursuant to this clause shall not be unreasonably denied.

28.11 Marriage Leave with Pay

An employee shall be granted five (5) consecutive days' leave with pay for the purpose of getting married, provided that at least five (5) working days' notice has been given. Whenever possible, the employee shall provide notice of twenty (20) working days.

28.12 Leave with Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, a family member is defined as a spouse or common-law spouse, child (including child of such spouse or common-law spouse), parent (including stepparent or foster parent); and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:

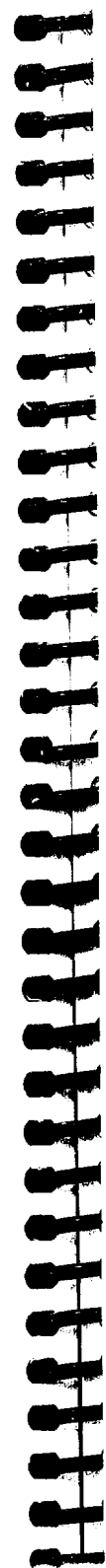


- (i) for a medical or dental appointment when a family member is incapable of attending the appointment without accompaniment, or for appointments with appropriate authorities in schools or adoption agencies when alternative arrangements are not possible, provided that the employee requesting leave under this provision shall notify the supervisor of the appointment as far in advance as possible and is expected to make every reasonable effort to schedule such appointments for family members to minimize or preclude absences from work;
 - (ii) to provide for the immediate and temporary care of a sick family member and to make alternative care arrangements where the illness is of a longer duration; and
 - (iii) for needs directly related to the birth or to the adoption of the employee's child.
- (c) The total leave with pay which may be granted under this clause shall not exceed five (5) working days in a calendar year.
- (d) It is recognized by the parties that the circumstances which call for leave for family-related responsibilities are based on individual circumstances. On request, the Employer may, at its discretion after considering the circumstances, grant leave with pay for a period greater than that provided for in paragraph (c) above.

28.13 Court Leave with Pay

Leave with pay shall be given to an 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 order under the authority of a court of justice or before a grand jury,
 - (ii) before a court, judge, justice, magistrate or coroner,
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the line of duty,
 - (iv) before a provincial legislature or any committee thereof that is authorized by law to compel the attendance of witnesses before it, or



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

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

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 workers' compensation board that the employee is unable to perform assigned duties because of:

28.14 Injury-on-Duty Leave with Pay

- (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.

28.15 Examination Leave

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

28.16 Election Leave

The Employer shall grant leave with pay to an employee who is a qualified elector for the purpose of casting a vote as follows:

- (a) four (4) consecutive hours during which the polls are open in the case of federal elections and referenda and Quebec elections and referenda, both provincial and municipal; and
- (b) three (3) consecutive hours during which the polls are open in the case of Ontario elections and referenda, both provincial **and** municipal.

28.17 Personnel Selection Leave

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



28.18 Other Leave with Pay

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 the employee from reporting for duty.

28.19 Other Leave without Pay

At its discretion, the Employer may grant leave without pay for purposes other than those specified in this Agreement. Such leave shall not be unreasonably denied.

28.20 Position on Returning from Leave

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

28.21 Leave with Pay for Religious Observances

When an employee requests time off to participate in a religious observance required by that employee's faith, the Employer shall make every reasonable effort to allow the employee to be absent from duty. To protect the employee against any **loss** of pay by reason of such absence, the Employer may, operational requirements permitting, vary the employee's hours **of** work. If it is not possible to vary the employee's hours of work or if the employee prefers that the hours **of** work not be varied, the employee may take compensatory leave or annual leave for this purpose.

* 28.22 Leave without Pay with Income-Averaging

For the purpose of reducing the number of hours worked weekly or reducing the number of weeks worked in the course of a vacation year, an employee may, by requesting supplementary vacation leave credits pursuant to clause 26.15, be granted leave without pay and the employee's resulting reduced pay shall be averaged over the year.

ARTICLE 29

CAREER DEVELOPMENT

29.01 General

The parties recognize that it is essential that employees possess the appropriate skills and knowledge to improve the capacity of the House of Commons 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 co-operate 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.
- (c) Management is responsible for actively promoting and guiding career development and, *to* this end, shall make every effort to provide appropriate resources and opportunities.

29.02 Implementation

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.

29.03 Consultation

The Institute and the Employer agree that consultation on career development will occur at the Joint Consultation Committee (see clause **16.03**) or through such other means as may **be** agreed to by the parties.

29.04 Career Development Activities

The parties recognize that career development opportunities must be designed to meet individual and House of Commons needs and may take many forms, including, but not limited to, those set **out** in this Article.

29.05 Education Leave

- (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 organization, or corresponds to professional development interests linked to career advancement possibilities within the House, the employee may receive an allowance in lieu of salary. The percentage of the allowance, up to fifty percent (50%) of basic salary, is at the discretion of the Employer. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
 - (iii) Where an employee on education leave **is** undertaking additional or special studies in some field of education not covered by subparagraphs (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 of 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, without the Employer's permission, the employee:


- (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** reason of death or lay-off, before termination of the period the employee has undertaken to serve after completion of the course,

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

29.06 Attendance at Conferences and Conventions

(a) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance **of** high professional standards.



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- (b) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions which are related to the employee's field of specialization, subject to operational constraints.
 - (c) The Employer may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
 - (d) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.
 - (e) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to the employee's field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for payment of convention or conference registration fees and reasonable travel expenses.
 - (f) An employee shall not be entitled to any compensation under Article 22 (Overtime) and Article 23 (Travelling Time) in respect of hours the employee is in attendance at, or travelling to or from, a conference or convention under the provisions of this clause, except as provided by paragraph (d) above.

29.07 Professional Development

- (a) The parties to this Agreement share a desire to improve professional standards by giving 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; and
 - (iii) *to* carry out research in the employees' field of specialization not specifically related to assigned work projects when in the opinion of the Employer such research is needed to enable the employees to better fill their present roles.
- (b) Subject to the Employer's approval, an employee shall receive leave with pay in order **to** participate in the activities described in paragraph 29.05(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 normal compensation, including any increase for which the employee may become eligible. The employee shall not be entitled to any compensation under Articles 22 (Overtime) and 23 (Travelling Time) 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.

29.08 Course Reimbursement

- (a) Financial assistance **is** available to employees wishing to participate in a study program outside regular working hours, subject to the prior approval of the responsible manager. An employee's tuition **or** registration fees shall be reimbursed according to the following criteria:
 - (i) at one hundred percent (100%) when a training or development program or activity is directly related to the employee's work or responsibilities;

- (ii) at fifty percent (50%) to one hundred percent (100%), at the discretion of the Employer, when a training or development program or activity is related to the evolving environment of the employee's work in order to provide a service which the Employer requires or is planning to provide; and
 - (iii) at fifty percent (50%) when a training or development program or activity is not directly related to current work but nonetheless contributes to professional development and may eventually help the employee assume other duties and responsibilities within the organization; or corresponds to professional development interests linked to career advancement possibilities within the House.
- (b) Reimbursement procedures and the list of inadmissible fees shall be as described under the House of Commons Training and Development Policy.

ARTICLE 30

SEVERANCE PAY

30.01 Subject to clauses 30.02 and 30.03, an employee shall receive severance benefits, calculated on the basis of the applicable weekly rate of pay, in the following circumstances:



(a) Lay-off

*

(i) On the first lay-off, two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment, and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365.

*

(ii) On the second or a subsequent lay-off, one (1) week's pay for each complete year of continuous employment, and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, less any period in respect of which severance pay was granted under sub-paragraph (i) above.

(b) Resignation

On resignation, subject to paragraph (c) below, when an employee has completed ten (10) or more years of continuous employment, one-half ($\frac{1}{2}$) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years, with a maximum benefit of thirteen (13) weeks' pay. However, for employees hired before July 8, 1985, the amount of severance pay shall be one (1) week's pay for each completed year of continuous employment, with a maximum benefit of twenty-eight (28) weeks' pay.

(c) Retirement

*

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

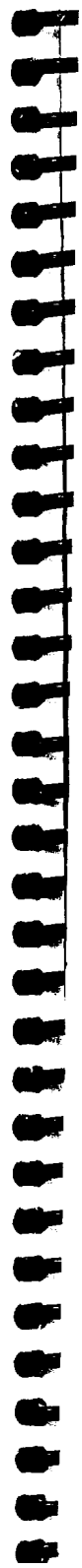
(d) Death

*

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

(e) Rejection on Probation

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.



(f) Termination for Incapacity or Incompetence

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

30.02 (a) For the purpose of this Article, all employment within the House of Commons, whether continuous or discontinuous, shall count for the purpose of calculating severance pay.

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

(i) the office of a member of Parliament,

(ii) the Senate,

(iii) the Library of Parliament, and

(iv) the Departments and portions of the Public Service referred to or listed in Schedule **A** of the Public Service Terms and Conditions of Employment Regulations made pursuant to section 7 of the *Financial Administration Act*.

- (c) Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under clause 30.01 be pyramided.

30.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which an employee is entitled for the classification prescribed in the employee's certificate of appointment immediately prior to the termination of employment.

ARTICLE 31

TECHNOLOGICAL CHANGE

- 31.01 (a) The parties shall consult as far as possible in advance of the introduction of technological change in order to find ways and means of maximizing the benefits of technological change on operations and minimizing any adverse effects on employees which might result from such changes.
 - (b) The Employer shall make every reasonable effort to communicate to employees the intent or purpose of any proposed technological change.
- 31.02 The subject matter for consultation on technological change shall include, **but** not be limited to, the following:
- (a) effects on employees and the impact on operations,



- (b) needs and opportunities for technological change identified by either party,
- (c) technological options,
- (d) implementation strategies,
- (e) training and support, and
- (f) ergonomic considerations.

Consultation shall occur at the Joint Consultation Committee (see clause 16.03) or through such other means as may be agreed to by the Institute and the Employer.

- 31.03 When, as a result of technological change, an employee requires new skills or knowledge in order to perform duties required by the Employer, the Employer shall make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.
- 31.04 For greater certainty, the provisions of Article 32 (Safety and Health) and Article 20 (Employment Security) apply in respect of the introduction of technological change,

ARTICLE 32

HEALTH AND SAFETY

- * 32.01 The parties recognize the importance of and agree to actively promote an environment conducive to the overall well-being of employees.

- 32.02 The Employer shall continue *to* make all reasonable provisions for the occupational health and safety of employees. The Employer, through the Joint Occupational Safety and Health 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.

- 32.03 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 House of Commons health and safety officer as soon as practicable.



ARTICLE 33

HEALTH INSURANCE BENEFITS

- 33.01 Current practices shall prevail for the duration of this Agreement, except that any changes in medical, dental, hospital and disability plans, including the premium payable by employees, which are applicable to the majority of those employed in the Public Service of Canada for whom Treasury Board is the employer, shall, during the life of this Agreement, be applicable to the employees under this Agreement.
- 33.02 The Employer shall continue to provide supplemental health insurance for an employee in foreign travel status, or to reimburse the employee for the premiums.

ARTICLE 34

PUBLICATIONS AND AUTHORSHIP

- 34.01 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.
- 34.02 The Employer agrees that original articles **and** professional **or** technical papers prepared by an employee within the scope of employment shall be retained on appropriate House of Commons files for the normal life of such files.

34.03 At the discretion of the Employer, when an employee acts as sole or joint author or editor of an original House publication, such authorship or editorship may be shown in that publication.

34.04 (a) The Employer may suggest revisions to an employee's material and may withhold approval to publish such material.

(b) When approval for publication is withheld, the author shall be so informed.

(c) Where the Employer wishes to make changes in material submitted for publication with which the author does not agree, that employee shall not be credited publicly if the employee so requests.

ARTICLE 35

CONFLICT OF INTEREST

35.01 The Employer recognizes the right of employees to conduct their personal affairs without limitation, provided that this does not conflict with the House of Commons policy on conflict of interest.

35.02 Changes to policy and practice with regard to conflicts of interest shall be the subject of timely joint consultation.

ARTICLE 36

TELEWORK

36.01 Given rapidly evolving technology, the Employer recognizes the opportunities that the telework option can present and agrees to consider applications for telework in light of operational requirements and the nature of the employee's work. Telework arrangements shall be governed by the Framework Agreement on Telework.

ARTICLE 37

PRIVACY AND CONFIDENTIALITY

37.01 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.

37.02 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.

37.03 Changes to policy and practice with regard to acceptable usage and monitoring shall be the subject of timely joint consultation.

PART D
PAY AND DURATION



ARTICLE 38

PAY ADMINISTRATION

- 38.01 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 the employee is appointed.
- 38.02 (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 this Agreement, the following shall apply:
- (i) "retroactive period" for the purpose of subparagraphs (ii) and (iii) below means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day this Agreement is signed;
 - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees **or**, in the case of death, the estates of former employees who were employees in the bargaining unit during the retroactive period;
 - (iii) rates of pay shall be paid in an amount equal to what would have been paid had this Agreement been signed on the effective date of the revision in rates of pay;

- (iv) in order for former employees or, in the case of death, the former employees' representatives to receive payment in accordance with subparagraph (iii) above, the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) calendar days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment shall cease; and
- (v) no payment or notification shall be made pursuant to paragraph 38.02 for one dollar (\$1.00) or less.

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

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

- (a) the employee shall receive the pay increment;
- (b) the employee's rate of pay shall be revised; and
- (c) the employee's rate of pay on appointment shall be established in accordance with this Agreement.



38.05 Acting Pay

*

- (a) When an employee is required by the Employer to perform substantially the duties of a higher position on an acting basis for a period of at least ten (10) consecutive working days, the employee shall be paid acting pay calculated from the date **on** which the employee commenced to act as if promoted to that higher position for the period in which the employee acts, such **pay** to be determined in accordance with clauses 38.09 and 38.10.
- (b) When a day designated as a paid holiday occurs during the qualifying period set out in paragraph (a) above, the holiday shall be considered a day worked for purposes of the qualifying period.
- (c) When the employee is granted leave with pay during the qualifying period described in paragraph (a) above, such leave shall not break the qualifying period but shall extend it by an amount equal to the period of leave with pay.

38.06 Pay Increment Administration

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

38.07 Pay Increment Periods

(a) Full-Time Employees

The pay increment period for full-time employees is twelve (12) months. A pay increment shall be to the next rate in the scale of rates.

(b) Part-Time Employees

A part-time employee shall be entitled to receive a pay increment after having worked a total of eighteen hundred and twenty (1,820) straight-time hours during a period of employment, provided that the maximum rate for the employee's classification level is not exceeded.

38.08 Pay Increment Date

The pay increment date for a full-time employee appointed to a position classification in the bargaining unit upon promotion, demotion or from outside the House of Commons of Canada shall be the anniversary date of such appointment. However, the pay increment date for an employee appointed to a position in the bargaining unit prior to April 1, 1987, shall be the employee's established quarterly increment date.

38.09 Rate of Pay on Promotion

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

38.10 Where the New Maximum Rate does not exceed the Former Maximum Rate by Four Percent or More

- (a) An employee appointed to a classification level having the same maximum rate of pay as the employee's former classification level shall be paid the rate of pay in the new scale of rates that is nearest to, but not less than, the rate being received immediately before the appointment. **If** there is no such rate, the employee shall be paid the maximum of the new scale of rates. However, when the employee **is** being paid a holding rate and the appointment is to the same classification level, the employee shall retain the holding rate.

- (b) An employee appointed to a classification level having a maximum rate of pay which exceeds the maximum rate of the employee's former classification level by less than four percent (4%) shall be paid the rate of pay in the new scale of rates that is nearest to, but not less than, the rate being received immediately before the appointment. If there is no such rate, the employee shall be paid the maximum rate in the new scale.

38.11 Rate of Pay on Demotion

On demotion, an employee shall be paid the rate of pay in the range of rates of the new position or classification that is nearest to or equal *to* the employee's former **rate of pay**.

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

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

- (a) Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.



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

ARTICLE 39

PAY ADJUSTMENT ADMINISTRATION

- * 39.01 Effective September 1, 1999, employees **will** move to the A line at the rate of pay nearest to, but not less than, the employee's rate of pay.
- * 39.02 Effective September 1, 2000, employees **will** move to the B line.

- * 39.03 Effective September 1, 2001, employees will move to the C line.

ARTICLE 40

AGREEMENT REOPENER

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

ARTICLE 41

DURATION

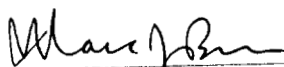
- * 41.01 This Collective Agreement shall expire on August 31, 2002.
- 41.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.




Signed at Ottawa, this 12th day of May 2000

The House of Commons
of Canada

The Professional Institute of the
Public Service of Canada



Marc Bose




Steve Hindle



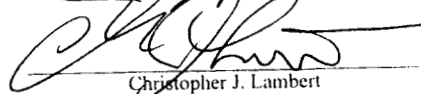
B. Thomas Hall



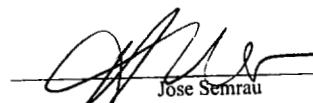
Eric Janse



Richard Dupuis



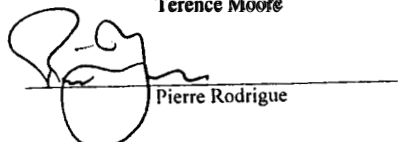
Christopher J. Lambert



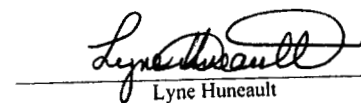
Jose Semrau



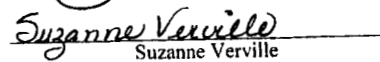
Terence Moore



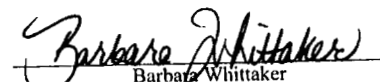
Pierre Rodrigue



Lyne Huneault

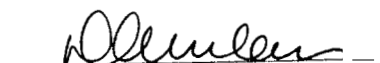


Suzanne Verville



Barbara Whittaker

Hélène Paris



Hélène Paris

APPENDIX A

RATES OF PAY

Procedural Clerks (PRL) and Analysis and Reference (IND) Bargaining Unit

- A Effective September 1, 1999
- B Effective September 1, 2000
- C Effective September 1, 2001

PRL - 1							
From	53382	55782	58289	60906	63663	66527	
To	A	56898	59455	62124	64936	67858	
	B	58605	61238	63988	66884	69893	
	C	60363	63076	65907	68891	71990	
PRL - 2							
From	46780	48888	51075	53382	55782	58289	60912
To	A		52097	54450	56898	59455	62130
	B		53659	56083	58605	61238	63994
	C		55269	57766	60363	63076	65914
PRL - 3							
From	43168	44936	46780	48703	50699		
To	A	44031	45835	47716	49677	51713	
	E	45352	47210	49147	51167	53264	
	C	46713	48626	50621	52702	54862	
IND - 2							
From,	44286	46082	47950	49902	51930	54037	
To:	A	45172	47004	48909	50900	52969	55118
	E	46527	48414	50376	52427	54558	56771
	C	47923	49866	51888	54000	56194	58474

APPENDIX B

MEMORANDUM OF AGREEMENT RESPECTING 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:

General

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

Article 2 - Interpretation and Definitions

4. Paragraph 2.01(b), "daily rate of pay", shall not apply.

Article 22 - Overtime

5. Compensation shall be paid on a normal workday for time worked in excess of the employee's scheduled hours of work for that day, at the rate of time and one-half (1 1/2) for each hour worked.
6. Time worked on a day of rest or a designated paid holiday shall be compensated in accordance with paragraphs 22.02 (b) and (c).

Article 24 - Designated Paid Holidays

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

Articles 26 and 27 - Vacation Leave and Sick Leave

8. For greater certainty, the converted amounts are as follows:
 - (a) one and one-quarter (1 1/4) days equal eight decimal seven five (8.75) hours;
 - (b) one and two-thirds (1 2/3) days equal eleven decimal **six seven (1 1.667)** hours; and
 - (c) two and one-twelfth (2 1/12) days equal fourteen decimal five eight three (**14.583**) hours;





Leave - Usage

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

This Memorandum of Agreement shall form part of the Collective Agreement between the House of Commons of Canada and the Professional Institute of the Public Service of Canada.

This memorandum of agreement was originally signed at Ottawa, the 12th day of the month of July 1989.

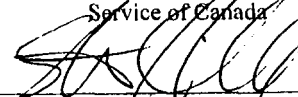
Signed at Ottawa this 12th day of May 2000.

On behalf of the
House of Commons



Marc Bosc

On behalf of the
Professional Institute of the Public
Service of Canada



Steve Hindle



Lyne Huneault



B. Thomas Hall

APPENDIX C

MEMORANDUM OF AGREEMENT IN RESPECT OF A
DEFERRED SALARY LEAVE PLAN

This Memorandum of Agreement will confirm an understanding reached between the parties in respect of a deferred salary leave plan for members of the Procedural Clerks and Analysis and Reference bargaining unit.

SELF-FUNDED LEAVE POLICY

Policy

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

Purpose

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

Definition

Self-Funded Leave is defined as a period of Leave Without Pay of not less than 6 consecutive months that is to commence immediately after a period not exceeding 6 years after the date on which the earnings deferrals for the leave of absence commence.

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



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

Eligibility

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

Approval

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

Procedures

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

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

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

Note: It is agreed that access to this account prior to the maturity of the Trust agreement may only be allowed with the written approval of the authorized manager and the employee concerned.

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

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

Taxation

1. It is understood that income **tax** deductions will not apply to the portion of salary being deferred into the SFL account.



2. It is understood that a source deduction will be made by the financial institution involved for income tax and other statutory deductions, in accordance with section 153 of the *Income Tax Act*, upon release of the funds to the employee. The principal portion of such funds shall be deemed as wages.
3. It is the employee's responsibility to obtain the relevant tax interpretation bulletins as they affect his own situation.

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

Withdrawal/Deferral

1. An employee may withdraw from the plan no later than six months prior to the planned leave date by giving written notice to the Employer. Withdrawal upon shorter notice will require Employer consent.
2. Where an employee who is a participant in the plan is identified as being redundant, the withdrawal notice **period** shall be waived and the employee shall have free access to the accumulated fund. Should **an** employee die **or** be placed on Long-Term Disability prior to going on leave or is otherwise terminated the withdrawal notice period shall be waived and the estate or employee shall have immediate access to the accumulated fund.

3. Withdrawal from the program may entail an additional tax burden for the employee. The employee may on one occasion only, request that the leave be advanced or delayed where this will avoid the need to withdraw from the program. Management will make every reasonable effort, based upon operational feasibility, to accommodate the employee's request.
4. Given the financial liabilities that an employee would incur if called back to work while on self-funded leave, the Employer will exhaust all other available options prior to recalling the employee.
5. Due to significant unforeseen operational circumstances beyond the employer's control and where no other feasible option exists a participating employee's period of leave may be postponed by up to six months at the employer's request.
6. Since termination of employment would require withdrawal from the Self-Funded Leave program, participating employees will be responsible for the financial implications of such terminations.

Funding

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

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



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

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

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

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

Costs incurred by House of Commons

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

Benefits to Employees

The period of leave counts as pensionable service and the employee's position is guaranteed on his/her return to work.

In the event that an employee participating in SFL is declared surplus prior to or on return from leave, the House of Commons policy would apply and such employees will be considered for new vacancies and retrained and redeployed accordingly.

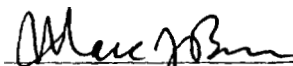
As deposits with a financial institution are subject to tax deferral, the reduction in take home pay could be considerably smaller than the deposit itself, based on the employee's tax bracket.

The Employer and the Professional Institute of the Public Service of Canada **agree** that the provisions of this plan shall form part of the Collective Agreement and is subject to any modifications made to the *Income Tax Act* and Regulations.

This memorandum of agreement was originally signed at Ottawa, the 12th day of the month of July 1989.

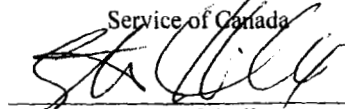
Signed at Ottawa this 12th day of May 2000.

On behalf of the
House of Commons

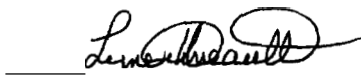


Marc Bosc

On behalf of the
Professional Institute of the Public
Service of Canada



Steve Hindle



Lyne Huneault



B. Thomas Hall



APPENDIX D

LETTER OF AGREEMENT
between


The Professional Institute of the Public Service of Canada
and
The House of Commons

The parties agree that the issue of performance evaluation will be referred to the joint consultation committee for further discussion and action. These discussions will include, but will not be limited to:

- the review of performance evaluation forms and process;
- the development of standards of dialogue between the parties involved in the evaluation process; and
- the possibility of a pilot project on 360° performance evaluation.

Signed at Ottawa this 12th day of May 2000.

On behalf of the
House of Commons


Marc Bosc


Lyne Huneault

On behalf of the
Professional Institute of the Public
Service of Canada


Steve Hindle


B. Thomas Hall

APPENDIX E

LETTER OF AGREEMENT

between

The Professional Institute of the Public Service of Canada
and
The House of Commons

The parties agree that the question of pre-retirement leave management options be referred to the Joint Consultation Committee for further discussion and action. These discussions will include, but will not be limited to the establishment of a sub-committee charged with:

- Reviewing policies, interpretations and options currently in place
- Studying the possibility of a pre-retirement account to bank accumulated vacation **and** compensatory leave.

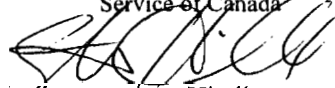
Signed at Ottawa this 12th day of May 2000.

On behalf of the
House of Commons



Marc Bosc


On behalf of the
Professional Institute of the Public
Service of Canada



Steve Hindle



Lyne Huneault



B. Thomas Hall

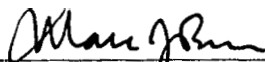
APPENDIX F

LETTER OF AGREEMENT
between
The Professional Institute of the Public Service of Canada
and
The House of Commons

For the duration of the present agreement, the parties agree that, in the event of the introduction in Parliament of legislation allowing longer periods of parental leave, and if there is a trend on the part of Treasury Board to negotiate longer periods of parental leave for Public Service employees, articles 28.06, 28.07 and 28.08 (and other related articles) will be opened to renegotiation. Upon written notice by either party, the Institute and the Employer shall meet within 30 days for this purpose.

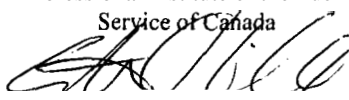
Signed at Ottawa this 12th day of May 2000.

On behalf of the
House of Commons



Marc Bosc

On behalf of the
Professional Institute of the Public
Service of Canada



Steve Hindle



Lyne Huneault

