

AGREEMENT

BETWEEN

THE SENATE OF CANADA

AND

**THE SENATE PROTECTIVE SERVICE
EMPLOYEES ASSOCIATION**

Expiry date: December 31, 2003

TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1	Purpose of Agreement	1
2	Interpretation and Definitions	1
3	Application	2
4	Precedence of Legislation and the Collective Agreement	2
5	Managerial Responsibilities	2
6	Recognition	3
7	Appointment of Representatives	3
8	Check-Off	3
9	Information	4
10	Information for Employees	4
11	Provision of Bulletin Board Space and Other Facilities	4
12	Leave for Union Business	5
13	Present Conditions and Benefits	7
14	Leave - General	7
15	Vacation Leave with Pay	7
16	Designated Paid Holidays	10
17	Other Leave With or Without Pay	12
18	Sick Leave	24
19	Severance Pay	26
20	Hours of Work	26
21	Overtime	28
22	Meal Allowance	30
23	Pay	30
24	Premiums	31
25	Surveillance	31
26	Grievance Procedure	32
27	Joint Consultation	34
28	Suspension and Discipline	35
29	Contracting Out	36
30	Seniority	36
31	Employee Performance Review and Employee Files	37
32	Clothing and Uniforms	37
33	Job Security	38
34	Health and Safety	39
35	Technological Change	39
36	Rights of Employees	40
37	Personal and Sexual Harassment	41
38	No Discrimination	41
39	Travel Expenses	41
40	Call-Back Pay	42
41	Standby	42
42	Changes to the Agreement	43
43	Duration	43

Signature.....

TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
Appendix A	Salary Scales	45
Appendix B	Issue and Replacement of Clothing and Accessories	46
Appendix C	Overtime Allocation	49
Appendix D	Work Schedule	51
Appendix E	Memorandum of Agreement respecting Deferred Salary Leave Plan	52
Appendix F	Memorandum of Agreement with respect to the Use of Personnel on Contract	56

ARTICLE 1
PURPOSE OF AGREEMENT

- 1.01** - The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Association, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.
- 1.02** - The parties to this Agreement share a desire to improve the quality of the services to the Senate of Canada and to promote the well-being and increased efficiency of its employees to the end that the Senate of Canada 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 Senate in which members of the bargaining unit are employed.

ARTICLE 2
INTERPRETATION AND DEFINITIONS

2.01 - For the purpose of this Agreement:

- (a) **"Association"** means the "Senate Protective Service Employees Association";
- (b) **"bargaining unit"** means the employees of the Employer in the Group described in Article 6;
- (c) **"continuous employment"** has the same meaning as in the existing policies of the Employer on the date of the signing of this Agreement;
- (d) **"daily rate of pay"** means an employee's weekly rate of pay divided by five (5);
- (e) **"employee"** means a person who is a member of the bargaining unit;
- (f) **"Employer"** means The Senate of Canada as defined in the Parliamentary Employment and Staff Relations Act;
- (g) **"holiday"** means the twenty-four (24) hour period commencing at 00h01 hour of a day designated as a designated paid holiday in this Agreement;
- (h) **"hourly rate of pay"** means a full-time employee's annual rate of pay divided by 1820 hours;
- (i) **"lay-off"** means the termination of an employee's employment because of lack of work or because of the discontinuance of a function;
- (j) **"leave"** means authorized absence from duty by an employee during his regular or normal hours of work;
- (k) **"membership dues"** means the dues established pursuant to the constitution of the Association as the dues payable by its members as a consequence of their membership in the Association, and shall not include any initiation fee, insurance premium, or special levy;
- (l) **"weekly rate of pay"** means an employee's annual rate of pay divided by 52.176;
- (m) **"non-operating employee"** means an employee who performs administration duties on a regular basis;
- (n) a **"common-law spouse"** relationship is said to exist when, for a continuous period of at least

one year, an employee has lived with another person, publicly represented that person to be his spouse, and lives and intends to continue to live with that person as if that person were his spouse;

- (o) **"seniority"** means the length of an employee's continuous employment at the same rank, within the bargaining unit, calculated as the time from the date that he first worked at that position;
- (p) **"day of rest"** in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave or absent from duty without permission;
- (q) **"spouse"** means common-law as well as legally recognized spouse;
- (r) **"minimum staffing"** is defined and specified in the Operations Manual of the Protective Service, in consultation with the bargaining agent.

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

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

ARTICLE 3 **APPLICATION**

3.01 - The provisions of this Agreement apply to the Association, the employees and the Employer.

3.02 - Both the English and French texts of this Agreement shall be official.

3.03 - In this Agreement, words importing the masculine gender include the feminine gender.

3.04 - All letters of understanding appended to this agreement form part of this agreement.

ARTICLE 4 **PRECEDENCE OF LEGISLATION AND THE COLLECTIVE AGREEMENT**

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

ARTICLE 5 **MANAGERIAL RESPONSIBILITIES**

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

ARTICLE 6
RECOGNITION

- 6.01** - The Employer recognizes the Association as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the twenty-fourth (24th) day of March 1987 covering employees of the Employer in the Protective Service Sub-group in the Operational Group.

ARTICLE 7
APPOINTMENT OF REPRESENTATIVES

- 7.01** - The Employer acknowledges the right of the Association to appoint representatives from amongst the members of the bargaining unit for which the Association is the certified bargaining agent.
- 7.02** - The Association shall determine the area of jurisdiction of each representative, having regard to the plan of organization and the distribution of its members.
- 7.03** - The Association shall inform the Employer promptly and in writing of the representatives' names, their jurisdiction and of any subsequent changes.
- 7.04** - Operational requirements permitting, the Employer shall grant time-off with pay to an employee to enable him to carry out his functions as a representative on the Employer's premises. When the discharge of these functions requires an employee who is a representative to leave his normal place of work, the employee shall report his return to his supervisor whenever practicable.
- 7.05** - A duly authorized representative of the Association will be permitted access to the Employer's premises, to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case be obtained from the employer.
- 7.06** - The Association shall provide the Employer with a list of such Association representatives and shall advise promptly of any changes to the list.

ARTICLE 8
CHECK-OFF

- 8.01** - Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.
- 8.02** - The Association shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 8.03** - For the purpose of applying clause 8.01, deductions from pay for each employee in respect of each

calendar month will start with the first full calendar month of employment to the extent that earnings are available.

- 8.04** - An employee who satisfies the Employer to the extent that he declares in an affidavit that he is a member of a religious organization registered pursuant to the Income Tax Act, whose doctrine prevents him as a matter of conscience from making financial contributions to an employee organization and that he will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved.
- 8.05** - No employee organization, as defined in Section 2 of the Parliamentary Employment and Staff Relations Act, other than the Association shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.
- 8.06** - The amounts deducted in accordance with clause 8.01 shall be remitted to the Treasurer of the Association by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 8.07** - The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.

ARTICLE 9 **INFORMATION**

- 9.01** - The Employer agrees to supply the Association, as soon as a person is hired in the Protective Service directorate, the name, classification and status of that person.
- 9.02** - The Employer agrees to inform the Association in writing of any change in status of any person employed in the Protective Service directorate.

ARTICLE 10 **INFORMATION FOR EMPLOYEES**

- 10.01** - The Employer agrees to supply the Association with one hundred (100 copies of the signed Collective Agreement as soon as possible, further to the signature of this Collective Agreement, in the format agreed upon between the parties.

ARTICLE 11 **PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES**

- 11.01** - Reasonable space on bulletin boards in convenient locations will be made available to the Association for the posting of official Association notices. The Association shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Association, including the names of Association representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

11.02 - The Employer will also continue its present practice of making available to the Association specific locations on its premises for the placement of reasonable quantities of literature of the Association.

11.03 - The Employer may make its premises available to the Association provided the following conditions are met:

- (a) permission is obtained from the Employer prior to entering the premises;
- (b) there is no additional cost incurred by the Senate. Exceptions may be made where in the opinion of the Employer adherence to this provision would make it virtually impossible for the bargaining agent to communicate with members of the Association that it represents;
- (c) the purpose for which the Association seeks to use the premises are not considered by the Employer to be adverse to the Employer's interest;
- (d) meetings will not be held during the working hours of the employee unless, in the opinion of management, the circumstances are appropriate.

11.04 - The Employer will deliver any mail originating from the Association addressed to members in accordance with the Employer's normal internal mail distribution system. However, the Association agrees to indemnify and save the Employer harmless against any claim arising out of the application of this clause.

ARTICLE 12 **LEAVE FOR UNION BUSINESS**

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

12.01 - The Employer will grant leave with pay:

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

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

12.02 - The Employer will grant leave without pay:

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

12.03 - The Employer will grant leave with pay to an employee called as a witness by the Public Service Staff Relations Board.

Board Arbitration

12.04 - The Employer will grant leave with pay to a reasonable number of employees representing the Association before an Arbitration Board.

12.05 - The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board.

Adjudication

12.06 - The Employer will grant leave with pay to an employee who is:

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

Meetings During the Grievance Process

12.07 - The Employer will grant to an employee time-off with pay when the Employer originates a meeting with the employee who has presented a grievance or when the employee who has presented a grievance seeks to meet with the Employer.

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

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

Contract Negotiation Meetings

12.10 - The Employer will grant leave with pay to a maximum of three (3) employees for the purpose of attending contract negotiation meetings on behalf of the Association.

Preparatory Contract Negotiation Meetings

12.11 - Provided the Association gives the Employer sufficient advance notice, the Employer will grant leave with pay to a maximum of three (3) employees for the purpose of attending preparatory contract negotiations meetings. The Association agrees to reimburse the Employer an amount equivalent to the daily rate of pay of each employee who is granted leave under this clause, plus salary related benefits costs in the amount of fifteen and one-half percent (15.5%) for each day the employee is granted leave under this clause.

Meetings Between the Association and Management Not Otherwise Specified in this Article

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

Representatives' Training Courses

12.13 - (a) Where operational requirements permit, the Employer will grant leave without pay to employees appointed as representatives by the Association, to undertake training sponsored by the Association related to the duties of a representative.

(b) Where operational requirements permit, the Employer will grant leave with pay to employees appointed as representatives by the Association, to attend training sessions concerning Employer-employee relations sponsored by the Employer.

ARTICLE 13 **PRESENT CONDITIONS AND BENEFITS**

13.01 - Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

ARTICLE 14 **LEAVE - GENERAL**

14.01 - An employee is entitled, twice in each fiscal year, to be informed upon request, of the balance of his vacation and sick leave credits.

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

14.03 - An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

14.04 - For the purpose of leave or time-off, operational requirements are deemed to exist when:

(a) the absence of the employee will prevent a deadline to be met because the employee cannot readily be replaced,

or

(b) the absence of the employee will cause an interruption or a reduction of a service or activity which is necessary for the maintenance of security or ceremonial services.

ARTICLE 15 **VACATION LEAVE WITH PAY**

15.01 - The vacation year shall be from April 1st to March 31st of the following calendar year, inclusive.

Entitlement to Vacation Leave With Pay

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

Vacation Leave With Pay

- 15.03** - (a) Employees are expected to take their vacation leave during the vacation year in which it is earned;
- (b) Employees are expected to submit their tentative vacation leave schedule by April 15 of each year;
- (c) An employee who wishes to alter the vacation leave schedule submitted before April 15, may do so if he gives the Employer a minimum of fifteen (15) working days notice and if the change does not conflict with other leave approval;
- (d) Notwithstanding Article 30 the Employer will ensure that every effort is made to allow every employee the opportunity to have two (2) consecutive weeks of vacation leave during the period of June to September;
- (e) Subject to (a), (b), (c) and (d) above, the Employer will make every reasonable effort to schedule an employee's vacation leave at a time acceptable to him;
- (f) The Employer will respond as soon as possible following submission of requests for vacation leave.
- (g) An employee will be allowed to carry forward for a period of one year, from one fiscal year to the next, a maximum of five days of annual leave credits;
- (h) The carried over vacation leave of an employee may not be booked by that employee until all members of his team have booked their respective allotment of vacation leave for that year.

Employee entitlements

15.04 - An employee is entitled to vacation leave if he has earned at least ten (10) days of pay in a calendar month.

Depending on the length of an employee's continuous service and the date he was taken on strength, he will receive the following entitlements:

<u>Length of Service</u>	<u>Vacation Leave</u>
Less than 15 years	1 2/3 days per month 4 weeks per fiscal year
15 years to 27 years	2 1/12 days per month 5 weeks per fiscal year
28 years or more	2 ½ days per month 6 weeks per fiscal year

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

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

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

15.06 - In order to maintain operational requirements, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort to provide an employee's vacation leave in an amount and at such time as the employee may request.

15.07 - (a) When an employee has been prevented by the employer, from taking all the vacation leave credited to him, the unused portion may be carried over in the next fiscal year (such carry-over will not exceed one year's entitlement)

- (b) During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits may be paid-off at the employee's regular rate of pay as of March 31 of the fiscal year in which the vacation was earned.

15.08 - The Employer will make every possible effort to permit an employee to use, at an agreed time in the following vacation year, any unused vacation credits earned by him in the current vacation year, provided that the employee has filed by September 30th a request in writing which includes his reason(s) for such request. Approval of such requests will be limited to exceptional circumstances which would require a vacation period of longer consecutive duration than that to which the employee would be entitled in the following vacation year, and which can be accommodated having regard to the projected vacation entitlements of others for the time requested. However, if the circumstances warrant, consideration will be given to requests which, while not entailing a longer consecutive duration, do entail a longer period of vacation than the employee would otherwise have available in that year.

15.09 - When an employee dies or otherwise ceases to be employed, he or his estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation and furlough leave with pay to his credit by the hourly rate of pay as calculated from the rate specified in his certificate of appointment.

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

15.11 - An employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in clause 15.09, if he requests it within six (6) months following the date upon which his employment is terminated.

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

15.13 - Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to the employee's last working day before the employee proceeds on leave. Any over payment in respect of such pay advances shall be an immediate charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

Recall from Vacation Leave

15.14 - The Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave.

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

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

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

15.16 - The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under clause 15.15 to be reimbursed for reasonable expenses incurred by him.

Cancellation of Vacation Leave

15.17 - When the Employer cancels or alters a period of vacation or furlough 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 is responsible for mitigating any losses incurred and will provide proof of such action, when available, to the Employer.

ARTICLE 16 **DESIGNATED PAID HOLIDAYS**

16.01 - Subject to clause 16.02, the following days shall be designated paid holidays:

- (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) The day recognized by the Province of Quebec for the celebration of St. John the Baptist Day;
 - (f) Canada Day;
 - (g) First Monday of August;
 - (h) Labour Day;
 - (i) Thanksgiving Day;
 - (j) Remembrance Day;
 - (k) Christmas Day;
 - (l) Boxing Day;
 - (m) One additional day when proclaimed by an Act of Parliament as a national holiday.

16.02 - An employee absent without pay on both his full working day immediately preceding and his full working day immediately following a designated paid holiday is not entitled to pay for the holiday.

16.03 - When a day designated as a holiday under clause 16.01 coincides with an employee's day of rest, the holiday shall be moved to the first day the employee is scheduled to work following his day of rest.

Work on a Designated Holiday

16.04 - When an employee works on a holiday, he shall be paid:

- (a) time and one-half (1½) for all hours worked up to the regular daily scheduled hours of work and double (2) time thereafter, in addition to the pay that the employee would have been granted had he not worked on the holiday,
or
- (b) upon request, and with the approval of the Employer, the employee may be granted:
 - (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday,
and
 - (ii) pay at one and one-half (1 1/2) times the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work,
and
 - (iii) pay at two (2) times the straight-time rate of pay for all hours worked by him or her on the holiday in excess of the regular daily scheduled hours of work.
- (c)
 - (i) Subject to operational requirements and adequate advance notice, the employer shall grant lieu days at such times as the employee may request.
 - (ii) When in a fiscal year an employee has not been granted all of his lieu days as requested by him, at the employee's option, such lieu days shall be paid off at his straight-time rate of pay or carried over for one year. In all other cases unused lieu days shall be paid off at the employee's straight-time rate of pay.
 - (iii) The straight-time rate of pay referred to in 16.04(c)(ii) shall be the rate in effect when the

lieu day was earned.

Designated Paid Holiday coinciding with a Day of Paid Leave

16.05 - Where a day that is a designated paid holiday for an employee coincides with a date of leave with pay or is moved as a result of the application of clause 16.03, the designated paid holiday shall not count as a day of leave.

16.06 - Notwithstanding clauses 16.05 and 18.02, an employee who is scheduled to work on a designated paid holiday but is unable to report to work because of illness, will be deemed to have used the said Designated Paid Holiday.

ARTICLE 17
OTHER LEAVE WITH OR WITHOUT PAY

Marriage Leave With Pay

17.01 - Employees will be granted five (5) days of leave with pay for the purpose of getting married. Such leave shall be requested as far in advance as possible.

Bereavement Leave With Pay

17.02 - For the purpose of this clause immediate family comprises, spouse (including common-law spouse) children, children of immediate spouse, father, mother, brother, sister, step-mother, step-father, step-sister, step-brother, parents of immediate spouse, and any relative living with the employee.

- (a) If a member of an employee's immediate family dies, the employee is entitled to bereavement leave with pay for five (5) consecutive working days, to include the day of the funeral. Up to two (2) additional days for travel time may be granted, if required.
- (b) An employee is entitled to one (1) day of bereavement leave with pay for purposes related to the death of his or his immediate spouse's grand-parent, grand-child, son-in-law, daughter-in-law, brother-in-law or sister-in-law. In the case of the death of the employee's grandparent, two (2) supplementary days of leave with pay shall be granted.
- (c) If, during a period of compensatory leave, an employee is bereaved in circumstances under which he would have been eligible for bereavement leave with pay under paragraph (a) or (b) of this clause, he shall be granted bereavement leave with pay and his compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (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 clause 17.02 (a) and (b).

Maternity Leave Without Pay

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

(b) Notwithstanding paragraph (a):

(i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized;

or

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

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

(c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

(d) The Employer may require an employee to submit a medical certificate certifying pregnancy.

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

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

(ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 18, Sick Leave. For purposes of this subparagraph, the terms "illness" or "injury" as used in Article 18, Sick Leave, shall include medical disability related to pregnancy.

(f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.

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

Maternity Allowance

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

- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,

- (ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the Employment Insurance Act in respect of insurable employment with the Employer,

and

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

- (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;

- (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;

- (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, she will be indebted to the Employer for an amount determined as follows:

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

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

- (b) For the purpose of sections (a)(iii)(B) and (a)(iii)(C), periods of leave with pay shall count as time

worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and
 - (ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the Employment Insurance Act, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 17.04 (c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings that the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the

maternity allowance, the allowance shall be adjusted accordingly.

- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

Special Maternity Allowance for Totally Disabled Employees

17.05 - (a) An employee who:

- (i) fails to satisfy the eligibility requirement specified in subparagraph 17.04(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the Government Employees Compensation Act prevents her from receiving Employment Insurance pregnancy benefits;

and

- (ii) has satisfied all of the other eligibility criteria specified in paragraph 17.04(a) other than those specified in sections (A) and (B) of subparagraph 17.04 (a)(iii),

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

- (b) An employee shall be paid an allowance under this clause and under clause 17.04 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the Employment Insurance Act had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

Transitional Provision

17.06- If, on the date of signature of this agreement, an employee is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, she shall upon request be entitled to the provisions of this clause. Any application must be received before the termination date of the leave period originally requested.

Parental Leave Without Pay

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

- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or

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

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

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

or

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

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than 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 birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).

(e) The Employer may:

(i) defer the commencement of parental leave without pay at the request of the employee;

(ii) grant the employee parental leave without pay with less than four (4) week's notice;

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

(f) Parental leave without pay taken by a couple employed in the Senate shall not exceed a total of thirty-seven (37) weeks for both individuals combined.

(g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

Parental Allowance

17.08 - (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he:

(i) has completed six (6) months of continuous employment before the commencement of parental

leave without pay,

- (ii) provides the Employer with proof that he has applied for and is in receipt of parental benefits pursuant to Section 23 of the Employment Insurance Act in respect of insurable employment with the Employer,

and

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

- (A) the employee will return to work on the expiry date of his parental leave without pay, unless the return to work date is modified by the approval of another form of leave;

- (B) following his return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 17.04 (a)(iii)(B), if applicable;

- (C) should he fail to return to work in accordance with section (A) or should he return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, he will be indebted to the Employer for an amount determined as follows:

Allowance X received	Remaining period to be worked <u>following his return to work</u> Total period to be worked as specified in (B)
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However, an employee whose specified period of employment expired and who is rehired by the Senate within a period of five (5) days or less is not indebted for the amount if his new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B) and (a)(iii)(C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

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

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

- (ii) other than as provided in subparagraph (iii) below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the Employment Insurance Act, the difference between the gross weekly amount of the Employment Insurance parental benefits he is eligible to receive and ninety-three per cent (93%) of his weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he would have been eligible if no extra monies had been earned during this period;
 - (iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the Employment Insurance Act, the parental allowance payable under the SUB Plan described in subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12(7) of the Employment Insurance Act.
- (d) At the employee's request, the payment referred to in subparagraph 17.08(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of the employment insurance parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he is required to repay pursuant to the Employment Insurance Act.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing in an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an

employee's deferred remuneration or severance pay.

Special Parental Allowance for Totally Disabled Employees

17.09 - (a) An employee who:

- (i) fails to satisfy the eligibility requirement specified in Parental Allowance sub-clause 17.08(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Plan (PSMIP) or 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 sub-clause 17.08(a) except in sub-clause 17.08(a)(ii) and (iii);

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

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

Transitional Provision

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

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

17.11 - An employee shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children in accordance with the following conditions:

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

period of employment in the Senate;

- (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 from the calculation of "service" for the purposes of calculating vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

Leave Without pay for Personal Needs

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

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

Leave With Pay for Family-Related Responsibilities

- 17.13** - (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including stepparents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:
 - (i) up to one-half (½) day for a medical or dental appointment when the dependent family member is incapable of attending the appointment by himself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;

- (ii) up to two (2) consecutive days of leave with pay to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
 - (iii) up to three (3) days leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be taken on separate days;
- (c) The total leave with pay which may be granted under sub-clause (b)(i), (ii) and (iii) shall not exceed five (5) days in a fiscal year.

Court Leave With Pay

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

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

before a court, judge, justice, magistrate or coroner;

before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of his position;

before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;

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

Injury-on-duty Leave With Pay

17.15 - (a) An employee shall be granted injury-on-duty leave with pay for a period not exceeding six (6) months, when a claim has been made to and approved by the Work Place Safety and Insurance Board and such Board certifies that the employee is unable to work because of:

- (i) personal injury received in the performance of his duties and not caused by the employee's wilful misconduct,
- or
- (ii) illness due to the nature of his employment.

Any sick leave credits utilized or advanced pending approval of a claim shall be reimbursed on proof of approval by the WSIB.

- (b) Upon request, an employee will be advanced a maximum of twenty-five (25) days of paid sick leave pending a WSIB decision.
- (c) An employee who has an accident or falls ill at work shall, if possible, have the choice of the hospital or doctor to which he is to be sent. If he is not capable of expressing a preference before being sent to a hospital, he will be sent to the hospital of the employer's choice until the time when he is capable of expressing his preference.
- (d) The Protective Service's first aid equipment is at the disposal of employees, in case of illness or accident occurring during working hours.
- (e) The injured employee will be transported to the hospital at the employer's expense, and will be paid his full salary on the day of the injury.

Professional Leave

17.16 - An employee shall be granted leave with pay to participate in the personnel selection process for positions in the Senate or in other professional activities.

Leave With or Without Pay for Other Reasons

17.17 - At its discretion, the Employer may grant:

- (a) Deferred leave (see Appendix E).
- (b) Military leave:

The Senate will grant reservists the necessary time for Reserve Forces activities. Such leave should conform to the provisions of the Reserve Forces Training Leave Regulations, made pursuant to the National Defence Act.

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

Education Leave

17.18 - Education leave may be granted, with or without pay to an employee who attends a training or development program in a discipline considered relevant to the organizational priorities of the Senate.

Election Leave

17.19 - Employees who are qualified electors shall be granted leave with pay for the purpose of casting their

votes in federal, provincial and municipal elections and referenda. The standards are:

(a) Federal elections and referenda

The time needed to allow as many consecutive hours, during which the polls are open, as provided by law, in the jurisdiction involved.

(b) Quebec elections and referenda, both provincial and municipal

The time needed to allow as many consecutive hours, during which the polls are open, as provided by law, in the jurisdiction involved.

(c) Ontario elections and referenda, both provincial and municipal

The time needed to allow as many consecutive hours, during which the polls are open, as provided by law in the jurisdiction involved.

General

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

Other leave

17.21 - If, during the life of the collective agreement, occasions arise where the Senate grants time-off with pay to all its employees, and such time-off cannot be applied to employees of the Protective Service because they are required to remain on duty, an equivalent amount of time-off with pay will be credited to such employees at the straight-time rate of compensation.

This time-off with pay will be taken at times mutually agreeable to the Employer and the employee. These credits will not be compensated in cash.

It is also understood that this arrangement is applicable only to employees who are on duty at the time the time-off is given to all employees of the Senate and does not apply to break periods.

17.22 - In the past, there have been occasions where some time-off (generally unrecorded) was allowed in order to accommodate employees who had medical or dental appointments. Such time-off normally never exceeded one quarter of a day.

The Senate will continue such a practice provided the employee has made every reasonable effort to schedule his appointment during his off-duty hours and that sufficient advance notice is given by the employee so that management can arrange for a suitable replacement, when required, during the period of absence.

The above does not apply where a series of continuing appointments take up considerable work time. Such absences will be deducted from sick leave credits.

ARTICLE 18
SICK LEAVE

Credits

18.01 - An employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days per month (15 days per fiscal year) in which the employee has earned at least ten (10) days of pay.

Granting of Sick Leave

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

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

18.03 - Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 18.02(a), if the period of leave with pay requested does not exceed five (5) days, but no employee shall be granted more than ten (10) days' sick leave with pay in a fiscal year solely on the basis of statements signed by him.

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

- (a) for a period of up to twenty-five (25) days if a decision on an application for injury-on-duty leave is being awaited,
- or
- (b) for a period of up to fifteen (15) days in all other cases,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

18.05 - 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.

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

18.07 - A new employee who previously worked for another employer listed in clause 19.02(b) shall be credited

with the balance of his sick leave credits with the previous employer provided the employee can show evidence of such credits.

18.08- An employee may be granted sick leave without pay when no credits are available. Such leave shall not exceed one (1) year.

In special circumstances, an employee may be advanced up to fifteen (15) days sick leave, but only if the employee is:

- (a) not already receiving an advancement of credits; and
- (b) is expected to continue employment to earn the advanced credits.

ARTICLE 19 **SEVERANCE PAY**

19.01 - An employee is entitled to severance pay when he ceases to be employed by the Senate for any of the following reasons, provided certain requirements are met:

- (a) resignation;
- (b) retirement;
- (c) death;
- (d) release for incompetence or incapacity;
- (e) rejection on probation;
- (f) lay-off.

An employee who has been discharged or who has abandoned his position is not entitled to severance pay.

19.02 - Pursuant to clause 19.01 the entitlement to severance pay is subject to the following conditions:

- (a) Persons who have two (2) years or more of continuous employment with the Senate are entitled upon termination to be paid severance pay at the rate of one (1) week's pay for each completed year of continuous employment up to a maximum of 28 years. The total amount of severance pay shall not exceed 28 weeks' salary.
- (b) Employees with less than two (2) years of continuous employment with the Senate who, on appointment, had their severance pay entitlements transferred from the Public Service, House of Commons or Library of Parliament to the Senate will be entitled to severance pay upon termination, as provided in the applicable terms and conditions set by their previous employer.
- (c) If an employee dies, severance pay shall be paid to the employee's estate at the rate of one (1)

week's pay for each completed year of continuous employment, up to a maximum of 28 years.

- (d) The amount of severance pay shall be reduced by any period in respect of which the employee was already granted severance pay, retirement leave, or a cash gratuity in lieu thereof. Under no circumstances shall the maximum severance pay provided be pyramidal.

ARTICLE 20
HOURS OF WORK

20.01 - Subject to 20.02, the standard work week shall be thirty-five (35) hours in duration and the standard work day shall be seven (7) hours including break periods but excluding a one hour lunch period.

20.02 - Notwithstanding clause 20.01, the standard work week for employees working irregular hours (shift work) shall be an average of thirty (35) hours and a standard day for these employees shall be an average of seven (7) hours including break periods but excluding a one hour lunch period.

20.03 - (a) The standard hours of work for non-operating employees shall be from 09:00 to 17:00 hours including break periods but excluding a one (1) hour lunch break.

- (c) The normal hours of employees working on day shift (F-Team) are Monday to Friday, including breaks but excluding the one (1) hour lunch period, are from 08:30 to 16:30 hours with the exception of one (1) constable whose shift shall be from 10:00 to 18:00 hours.

4

- (e) The normal hours of work for employees working as console operators, on day shift (F Team), Monday to Friday, including breaks but excluding the one (1) hour lunch period are:

6

7(i) if there is one console operator: from 08:30 to 16:30

8

9(ii) if there is a second console operator: from 07:00 to 15:00

10

from 12:00 to 20:00

11

12(iii) if there is a third console operator: from 07:00 to 15:00

13

from 08:30 to 16:30

14from 12:00 to 20:00

15

- 16 The assignment to a console operator shift shall be determined by length of service in the bargaining unit.

17

- (r) Notwithstanding paragraph (c), should the Employer establish five (5) console operator positions, they shall be assigned to a team and the normal hours of work shall be as set out in Appendix "D".

19

- (t) Should a console operator be appointed from within the ranks of the Senate Protective Service, the Employer will permit this employee (should he choose) to maintain the level of training he had as a constable. This will permit the console operator to:

(xxi) apply for a lateral transfer to a constable position if a vacancy arises, or

(xxiii) apply in a competition for a promotion providing he meets the necessary requirements of the position.

20.04 - The standard hours of work, including break periods but excluding the one hour lunch period, for employees in the Traffic section, shall be, from Monday to Friday:

- from 07:00 to 15:00 hours
- from 08:30 to 16:30 hours
- from 10:00 to 18:00 hours – when the Senate is in session
- from 11:00 to 19:00 hours

20.05 - The time table described in Appendix “D” will not be modified as long as this collective agreement applies, save by agreement by both parties involved.

However, in case of serious and permanent changes to the operations of the Senate, the employer, having presented and documented these serious and permanent changes to the Association, will present a proposal for a modification to Appendix “D” for discussion between the parties.

All proposals accepted by both parties will be reflected in a memorandum of understanding.

In case of a disagreement concerning a proposed change, after reasonable consultation, the employer will proceed with the implementation of the proposed change. The Association may thereafter grieve this decision, which may eventually be referred to adjudication.

20.06 - (a) The Employer may amend the shift cycle applicable to an employee. A notice in writing must be received by the employee at least fifteen (15) calendar days prior to the change in shift cycle of the employee.

(b) Where such notice is not received in writing fifteen (15) calendar days prior to the change in shift cycle of the employee, the employee shall be compensated at the rate of one and a half (1½) his straight-time hourly rate of pay for the first shift of the new shift cycle.

20.07 - The employee may request an amendment to his position in the applicable shift cycle where the requirement for amendment will be consistent for thirty (30) consecutive calendar days or more, and notice of the request is provided to the employer at least thirty (30) calendar days prior to the change. No overtime compensation shall be payable for such a change in shift cycle, except that overtime compensation at the applicable rate shall be payable for all hours worked in excess of those normally expected to be worked as a result of the change.

20.08 - It is recognized that the meal period may be staggered for employees on continuous operations.

20.09 - Provided sufficient advance notice is given, and does not result in additional cost to the Employer, the Employer may, at its discretion, authorize employees to exchange shifts.

20.10 - Notwithstanding the provisions of 20.06, during periods of recess, prorogation or dissolution of Parliament, employees whose services are not required for the Sitting Shift may be re-assigned to other

shifts or training courses as long as such assignments do not result in additional cost to the Employer.

No Pyramiding of Payments

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

ARTICLE 21 **OVERTIME**

21.01 - (a) For the purpose of this Article, "overtime" is defined as authorised work performed in excess or outside of the standard work day or work week.

(b) The Employer will administer overtime in keeping with the provisions of Appendix "C".

(c) Notwithstanding the provisions of 21.01 (b), and with the exception of the Sitting Shift, the Employer will make every reasonable effort to satisfy its overtime requirements by recourse to the Standby roster described in Article 41.

21.02 - When an employee is required by the Employer to work overtime, as defined in clause 21.01, he shall be compensated as follows:

(x) on his normal work day, at the rate of time and one-half (1½) for the first four (4) hours of overtime, and at double time (2) for all subsequent hours;

(b) on his first day of rest, at time and one-half (1½) for each hour of overtime worked;

(c) on his second or subsequent days of rest at double time (2) for each hour of overtime worked, provided the employee also worked on the first or previous day of rest. Second and subsequent days of rest mean the second or subsequent days in an unbroken series of consecutive and contiguous calendar days of rest.

21.03 - All calculations for overtime shall be based on each completed fifteen (15) minutes. No less than one hour of overtime will be paid to an employee who agrees to accept an overtime request even if the overtime worked is less than an hour or if the request is withdrawn.

21.04 - When an employee is called in to work without prior notice at any time outside his normal hours of work, for work not contiguous to his normal hours of work, the employee shall be entitled to the greater of:

(y) compensation at the applicable overtime rate for each hour worked,

or

(b) a minimum of four (4) hours' pay at the applicable overtime rate.

21.05 - Compensation under this Article shall be paid in cash or in equivalent leave. The employee must signify his option to the Employer when submitting his monthly time sheet. The option selected will be applied

for all overtime earned during that month.

(z) Cash payments referred to in 21.05 shall be made at the end of the month following the month during which overtime was earned.

27

(ab) Employees should be held to the option selected under 21.05 except in exceptional circumstances.

21.06 - When an overtime condition exists where consecutive days of overtime are involved, the employee who worked on the first day shall be offered the choice of continued overtime work, up to a maximum of four consecutive shifts.

21.07 - The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

21.08 - Compensatory leave with pay not used at the end of the fiscal year shall be paid in cash. In special circumstances, the Employer may authorize the carry-over of a portion of leave credits to the next fiscal year. Such credits shall not be carried over for more than one year. If, at the end of the carry-over year, the employee has still not used his compensatory leave credits, they will be paid in cash at the rate of pay in existence at the time the carry-over was requested and authorized.

21.09 - Compensation under this Article shall not be paid for study or preparation time required outside scheduled hours of formal training or training sessions.

ARTICLE 22 **MEAL ALLOWANCE**

22.01 - (a) An employee who works two (2) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed for one meal in the amount of ten dollars (\$10.00), except where free meals are provided. This reimbursement will be provided within a reasonable period of time. 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 his place of work.

(b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, he shall be reimbursed for one additional meal in the amount of ten dollars (\$10.00) except where free meals are provided. Reasonable time with pay to be determined by the Employer, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.

(c) Clause 22.01 (a) and (b) 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 **PAY**

23.01 - (a) Except as provided in this Article, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

- (b) The pay increment date for an employee appointed to a position shall be the first day following this anniversary date of appointment subject to satisfactory performance of duties.

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

23.03 - Where a salary increment and a salary revision are affected on the same date, the salary increment shall be applied first and the resulting rate shall be revised in accordance with the salary revision.

Pay Adjustment Administration

23.04 - (a) Employees who have been at the maximum rate of pay for their level for one year or more on January 1, 2002 shall move to the new maximum rate of pay effective January 1, 2002, subject to satisfactory performance of duties.

- (b) Employees who have been at the maximum step of their salary range for less than one year on January 1, 2002 shall move to the new maximum of their salary scale on their regular increment date; this is also subject to a satisfactory performance of duties.

Acting Pay

23.05 - (a) When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for a period of at least three (3) consecutive shifts, he shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts.

- (b) Designated paid holidays and authorized leave of absence with pay do not break the qualifying period.

ARTICLE 24 **PREMIUMS**

Shift Premiums

24.01 - An employee will receive a shift premium of one dollar fifty (\$1.50) per hour for all hours worked between 19:30 hours and 07:30 hours.

24.02 - The shift premium shall be paid in cash at the end of the month following the month during which the shift premium was earned.

24.03 - When an employee on shift has worked an extra two hours over a period of five (5) weeks which corresponds to a shift cycle, this extra time will be compensated by the employer as compensatory leave at a rate of time and a half at a time mutually acceptable to both parties.

Weekend Premium

24.04 - Employees shall receive an additional premium of one dollar twenty-five (\$1.25) per hour for all hours of

work performed from 19:30 hours on any Friday and before 07:30 hours of the following Monday.

24.05 - Weekend premium shall be payable in respect of all regularly scheduled hours at straight-time rates worked on the hours specified in Article 24.04.

24.06 - All hours worked during statutory holidays will be considered as weekend hours.

ARTICLE 25 **SURVEILLANCE**

25.01 - The electronic security surveillance system shall not be used as a means to evaluate the performance of employees or to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act.

ARTICLE 26 **GRIEVANCE PROCEDURE**

26.01 - The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance.

26.02 - An employee who feels that he has been treated unjustly or considers himself aggrieved by any actions or lack of action by the Employer, is entitled to present a grievance in the manner prescribed below except where there is another administrative procedure provided by or under any Act of Parliament to deal with his specific complaint.

26.03 - A grievance shall be processed by recourse to the following levels:

- (a) Level 1 - first level of management;
- (b) Level 2 - intermediate level;
- (c) Final Level - the Clerk of the Senate, or his designate who will not be a representative from Parliamentary Precinct Services.

26.04 - 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 persons so designated together with the name and address of the Specified Officer to whom a grievance is to be presented.

This information shall be communicated to employees by means of notices posted in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies.

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

- (ac) forward the grievance to the representative of the Senate authorized to deal with grievances at the appropriate level, and

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

- 26.06** - A grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the date it is delivered. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.
- 26.07** - A grievance of an employee shall not be deemed to be invalid by reason only that it is not in accordance with the form supplied by the Employer.
- 26.08** - An employee may present a grievance to the first level of the procedure, not later than the employee's twenty-fifth (25th) working day after the date on which he is notified orally or in writing, or on which he first becomes aware of the action or circumstances giving rise to the grievance.
- 26.09** - The Employer shall normally reply to an employee's grievance at any level in the grievance procedure, except the final level, within ten (10) days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the employee, he may submit his grievance at the next higher level in the grievance procedure not later than the employee's tenth (10) working day after that decision or settlement has been conveyed to him in writing.
- 26.10** - If the Employer does not reply within fifteen (15) days from the date that a grievance is presented at any level, except the final level, the employee may no later than his tenth (10) working day, submit the grievance at the next higher level of the grievance procedure.
- 26.11** - The Employer shall normally reply to an employee's grievance at the final level of the grievance procedure within thirty (30) days after the grievance is presented at that level.
- 26.12** - The decision given by the Employer at the final level in the grievance procedure shall be final and binding upon the employee, unless the grievance is a class of grievance that may be referred to adjudication.
- 26.13** - The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Association.
- 26.14** - Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels, except the final level, may be eliminated by agreement of the Employer and the employee, and where appropriate, the Association.
- 26.15** - Where the grievance relates to termination of employment, demotion, appointment or classification the grievance may be presented at the final level only.
- 26.16** - (a) An employee may abandon a grievance by written notice to his Specified Officer.
- (b) In the case of grievances involving any provisions of this Collective Agreement, the employer shall provide a copy of the written notice specified in 26.16 (a) to the Bargaining Agent, within a

reasonable period of time after it has been received by the Specified Officer.

- (c) In the case of all other grievances, the employer shall provide a copy of the written notice specified in 26.16 (a) to the grievor's representative, within a reasonable period of time after it has been received by the Specified Officer.

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

26.18 - No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his grievance or refrain from exercising his right to present a grievance.

26.19 - Where an employee has presented a grievance up to and including the final level in the grievance procedure with respect to disciplinary action resulting in discharge, suspension or a financial penalty, the interpretation or application of a provision of a collective agreement or an arbitral award, termination of employment, demotion, appointment, classification and his grievance has not been dealt with to his satisfaction, he may refer the grievance to adjudication in accordance with the provisions of the Parliamentary Employment and Staff Relations Act.

26.20 - Where the grievance of an employee alleges that the employee is aggrieved by reason of the interpretation or application in respect of the employee of a provision of a collective agreement or arbitral award, the grievance shall be deemed not to have been presented under this section unless:

- (a) the grievance contains a statement signed by an authorized representative of the Association signifying that the employee, on presenting the grievance, has the approval of and will be represented by the Association; and
- (b) the statement contains an address for service of the authorized representative.

26.21 - Where a grievance relates to the interpretation or application in respect of an employee of a provision of a collective agreement or arbitral award, a copy of the reply of the authorized representative of the Employer shall be served on the authorized representative of the Association at the address referred to in clause 26.20 within the time prescribed in clause 26.08.

26.22 - Where a grievance relates to an action or circumstance other than the interpretation or application in respect of an employee of a provision of a collective agreement or arbitral award and the employee who presents the grievance states therein that the employee wishes to be assisted by or represented in the presentation of the grievance by the Association, a copy of the reply of the authorized representative of the Employer shall be served on the authorized representative of the Association named by the employee at the address given in the statement.

26.23 - An employee may be assisted and/or represented by a representative of the Association when presenting a grievance at any level.

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

Sundays and designated paid holidays shall be excluded.

ARTICLE 27
JOINT CONSULTATION

27.01 - The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions on matters of common interest.

27.02 - Without prejudice to the position the Employer or the Association may wish to take in the future about the desirability of having the subjects dealt with by the provisions of collective agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties. Without restricting the generality of the above, the following subjects, for example, as they affect employees covered by this Agreement, shall be regarded as appropriate subjects of consultation involving the Employer and the Association during the term of this Agreement:

- (a) Pay administration;
- (b) Training;
- (c) Safety and Health;
- (d) Uniforms and Protective Clothing;
- (e) Parking; and
- (f) Firearms issue.

27.03 - With respect to the subjects listed in clause 27.02, or other subjects raised by either party in consultation meetings, the Employer agrees that new policies will not be introduced, cancelled or amended by the Employer in such a way as to affect employees covered by this Agreement, until such time as the Association has been given a reasonable opportunity to consider and to consult on the Employer's proposals.

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

27.05 - Employees who represent the Association at consultation meetings (including Senate Health and Safety Committee meetings) shall be protected against any loss of normal pay by reason of attendance at such meetings with management.

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

ARTICLE 28
SUSPENSION AND DISCIPLINE

28.01 - When an employee is suspended from duty, the Employer undertakes to notify the employee in writing, with a copy to the Association, of the motives and facts which form the basis for the suspension. The

Employer shall give such notification at the time of suspension.

- 28.02** - When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him, the employee is entitled to have, at his request, a representative of the Association attend the meeting. The Employer shall provide a minimum of one day's notice of such a meeting and shall advise the employee of the general subject matter and of his right to have an Association representative of his choice in attendance.
- 28.03** - The Employer agrees not to introduce as evidence, in a hearing relating to disciplinary action, any document from the file of an employee the content of which the employee was not aware of at the time of filing or within the following 25 calendar days.
- 28.04** - Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.
- 28.05** - Normally, disciplinary notices will be filed within thirty (30) days, or within a reasonable period of the infraction.
- 28.06** - Oral instructions, if of a permanent nature, which would amend, alter or otherwise change operational procedures, will be confirmed by written instructions, and will be distributed to all employees.

ARTICLE 29 **CONTRACTING OUT**

- 29.01** - The Employer will not hire employees other than those accredited as per the accreditation certificate of the Association, or any other person on contract or employee of another governmental service to assume duties presently performed by employees covered by this collective agreement, or in relation to duties to be performed in the future which are linked to the normal growth of duties presently performed by employees covered by the current collective agreement. This must not be construed as limiting the right of the Employer to hire personnel on contract as per Appendix F, on a term basis, or to assign Senate administration personnel or employees from other organizations to Protective Service Directorate.

ARTICLE 30 **SENIORITY**

- 30.01** - The seniority credited to an employee by the Employer at the time when this agreement is signed, shall be retained by the employee.
- 30.02** - The seniority of an employee within each team, first by rank and then by seniority, shall be the determining factor in the selection of vacation, compensatory time and designated holiday leave selection.
- 30.03** - When two (2) or more employees start work on the same calendar date, the employee who scored highest on the selection process will be ranked ahead of the others on the seniority list established pursuant to 30.01.
- 30.04** - A seniority list consisting of name, date of entry, accumulated months of seniority and classification of

each employee shall be jointly maintained and revised semi-annually by the Employer and by a representative of the Association and posted on bulletin boards.

30.05 - Employees retain and accumulate seniority in the following cases:

- (a) while they are on continuous employment;
- (b) while they are on paid leave as provided in this collective agreement;
- (c) while they are away from work as the result of a work-related accident or illness.

30.06 - Employees retain their seniority without accumulation while they are on leave without pay.

30.07 - An employee who is called upon to occupy a position which is excluded from the bargaining unit keeps his seniority for a period of one year. If he returns to a position within the bargaining unit before the expiration of the one year period, and thereafter retains a position in the bargaining unit for a minimum period of six months, he recovers his seniority as it existed before his departure. After this period, unless there has been an understanding between the parties, immediately from the time of his departure, which would extend the period beyond one year, the employee loses his seniority rights for the purposes of the collective agreement.

ARTICLE 31

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

31.01 - For the purpose of this Article,

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

31.02 - (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. An employee's signature on his assessment form shall be considered to be an indication only that its contents have been read and shall not indicate his concurrence with the statements contained on the form.

A copy of the employee's assessment form shall be provided to him at the time the assessment is signed by the employee.

- (b) The supervisor(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (½) of the period for which the employee's performance is evaluated.

31.03 - When an employee disagrees with the assessment and/or appraisal of his work, he shall have the right to

present written counter arguments.

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

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

ARTICLE 32 **CLOTHING AND UNIFORMS**

32.01 - The Senate will provide its employees with adequate clothing and accoutrements free of charge to the employees.

32.02 - The employees shall wear issued items of clothing during working hours unless otherwise excused and shall be responsible for their upkeep except for the cleaning, laundering and repairs caused by normal wear and tear which remain the responsibility of the Employer.

32.03 - All issued items remain the property of the Senate unless declared unserviceable by management.

32.04 - The Senate will make every reasonable effort to provide employees with clothing and uniforms as soon as possible following initial appointment.

32.05 - The scale of issue in force on the date of signing of this collective agreement is at Appendix B. This scale of issue may be amended from time to time following consultation with the bargaining agent pursuant to clause 27.02.

32.06 - The Senate will issue appropriate maternity clothing for pregnant employees. Employees should inform management of the pregnancy at an early stage to ensure clothing is provided on a timely basis.

ARTICLE 33 **JOB SECURITY**

33.01 - The Employer shall make every reasonable effort not to lay-off employees during the term of this collective agreement, through organizational changes or otherwise, and to ensure that reductions in the workforce are accomplished through attrition. This is subject to the willingness of and capacity of individual employees to undergo training and accept reassignment.

33.02 - In workforce adjustment situations, affected employees will be let go in reverse order of their seniority and they will be recalled in order of seniority.

Seniority - Right of recall

33.03 - (a) Persons hired on a determinate basis will be appointed from the eligibility list established by the employer which is valid at the time of the appointment;

Any person hired on a determinate basis for a period of six (6) months or more becomes, as soon as he is hired, an employee as per Article 2.01(e) of the collective agreement.

- (b) Any person hired on a determinate basis for a period of less than six months becomes an employee as per Article 2.01 (e) of this collective agreement after six months of continuous service.

The person who obtains employee status has his seniority, for the purpose of the application of this collective agreement, as well as the calculation of salary scales, made retroactive to the date of arrival as soon as he reaches six (6) months of service.

- (c) A person who has obtained the status of employee, whose period of employment is interrupted, keeps his seniority in relation to the period he has worked. He enjoys a right of recall for a period of one (1) year following the day he last worked. This right of recall ceases to apply in cases where an employee refuses a recall offer.

All periods worked following a recall are calculated for seniority purposes. This right of recall also applies between employees, by order of seniority, taking into consideration the length of the period during which they were at work.

- (d) The time worked by a person who has obtained employee status is also calculated for the purposes of the probation period.

ARTICLE 34 **HEALTH AND SAFETY**

34.01 - The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Association, and the parties undertake to consult with a view to adopting and, as expeditiously as possible, carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

34.02 -The Employer shall provide proven devices for the screening of persons and packages.

34.03 -The Employer shall ensure that all employees work in the safest environment possible and provide properly functioning practical security equipment. Further, the Employer shall formulate policies and practices, which will provide for the safety of all employees as well as the people they serve.

ARTICLE 35 **TECHNOLOGICAL CHANGE**

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

35.02 - The Employer agrees to provide as much advance notice as is practicable but, except in cases of

emergency, not less than one hundred and twenty (120) days written notice to the Association of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

35.03 - The written notice provided for in clause 35.02 will provide the following information:

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

35.04 - As soon as reasonably practicable after notice is given under clause 35.02, the Employer shall consult with the Association concerning the effects of the technological change referred to in clause 35.03 on each group of employees. Such consultation will include but not necessarily be limited to the following:

- (a) The approximate number, class and location of employees likely to be affected by the change.
- (b) The effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

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

ARTICLE 36 **RIGHTS OF EMPLOYEES**

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

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

36.02 - (a) Employees will not be expected to conduct guided tours.

- (b) On written application and/or when there are significant changes to the duties of a position, the Senate will provide the incumbent with a complete and up-to-date job description.

36.03 - The Employer shall continue coverage for employees in respect of the Dental Plan according to the terms of the Agreement between the Unions and the Employers dated March 10, 1988.

Staffing and disclosure

36.04 - (a) The Employer will adhere to the Protective Service staffing policy, which is in line with the

Senate's Staffing policy. Any departure from the policy may be subject to the grievance procedure, and may be subject to adjudication.

- (b) (i) Every candidate to a competition, further to being advised of his results, is entitled to an information session during which he will be given a detailed verbal briefing on his performance in the context of the competition, and on the rationale for his evaluation.
- (ii) If the candidate to a competition is dissatisfied with his results, even after obtaining some verbal information on his results, he has the right to file a grievance in this regard.
- (iii) This grievance, which must be filed within twenty-five (25) days further to the employee's being informed in relation to the competition, will be filed and heard directly at the third level of the grievance procedure.
- (iv) As soon as the staffing grievance is filed, the employee will be entitled, upon request, to a full and complete disclosure of documents related to his performance, and to the rationale for his evaluation.
- (v) If, after the disclosure session, the employee wishes to pursue his grievance, it will be reviewed at the third level of the grievance procedure within the deadlines provided in the procedure.
- (xxx) The third level employer's representative will have access to all the information he will deem necessary in order to be able to make a just and equitable decision. The grievance may be referred to adjudication, with the Association's concurrence, if the employee is not satisfied with the reply that is given at the third level. If the grievance is referred to adjudication, the employer will provide the adjudicator with all the information required in order to make a fair and

ARTICLE 37

PERSONAL AND SEXUAL HARASSMENT

37.01 - The Association and the Employer recognize the right of employees to work in an environment free from personal and/or sexual harassment, and agree that neither form of harassment will be tolerated in the workplace.

37.02 - In the case of grievances alleging personal and/or sexual harassment:

- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of 37.02 (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

ARTICLE 38

NO DISCRIMINATION

38.01 - There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability or membership or activity in the union.

38.02 - It is not a discriminatory practice for the Employer to adopt or carry out special programs, plans or arrangements designed to prevent disadvantages that are likely to be suffered by, or to eliminate or reduce disadvantages that are suffered by, any group of individuals when those disadvantages would be or are based on or related to the race, creed, national, or ethnic origin, colour, religious affiliation, age, sex, or sexual orientation or disabilities of members of that group, by improving opportunities respecting services, facilities, accommodation or employment in relation to that group.

ARTICLE 39
TRAVEL EXPENSES

39.01 - When an employee is required by the Employer to attend courses, training sessions, medical/language tests, conferences and seminars outside of the National Capital Region, he shall be reimbursed for all reasonable expenses incurred in accordance with the Senate travel policy.

ARTICLE 40
CALL-BACK PAY

40.01 - If an employee is called back to work:

- (a) on a designated paid holiday which is not the employee's scheduled day of work,
or
- (b) on the employee's day of rest,
or
- (c) after the employee has completed his work for the day and has left his place of work, and returns to work, the employee shall be paid the greater of:
 - (i) the minimum of four (4) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' pay in an eight (8)-hour period,

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

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

ARTICLE 41
STANDBY

41.01 - Where the Employer requires an employee to be available on standby during off-duty hours, an employee

shall be entitled to a standby payment of ten dollars (\$10.00) for each eight (8) consecutive hours or portion thereof that he is on standby.

41.02 - An employee designated by letter or by list for standby duty shall be available during his period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

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

41.04 - An employee on standby who is required to report for work shall be paid, in addition to the standby pay, the greater of:

(a) the applicable overtime rate for the time worked,

or

(b) the minimum of four (4) hours' pay at the hourly rate of pay, except that this minimum shall apply only the first time that an employee is required to report for work during a period of standby of eight (8) hours.

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

ARTICLE 42 **CHANGES TO THE AGREEMENT**

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

42.02 - The employer undertakes that if a new position is created having duties relating to the protection or security function of the Senate Protective Service, it will provide the bargaining agent with a copy of the job description and a declaration by the employer as to whether or not it proposes that the new position be excluded from the bargaining unit. It is understood that, in case of a disagreement between the parties, the bargaining agent may refer the matter to the Public Service Staff Relations Board for a binding determination of the status of the position.

ARTICLE 43 **DURATION**

43.01 - The provisions of this Agreement governing pay administration, salary increments, overtime and premiums shall be applied retroactively to January 1, 2001 as if they had been effective on that date. All other provisions of this agreement shall become effective on the day the agreement is signed.

43.02 - This agreement shall expire on December 31, 2003.

SIGNED IN OTTAWA, this 5th day of the month of November 2001.

THE SENATE OF CANADA

**THE SENATE PROTECTIVE SERVICE
EMPLOYEES ASSOCIATION**

Serge Gourgue
Director, Parliamentary Precinct Services

Michael McMahon
President

Raymond Pitre
Assistant Director, Protective Service

Steve Loubier
Vice-President

Gérald A. Boulet
Director, Human Resources

Guy Joly
Representative

Nicole Proulx
Manager, Staff Relations and Compensation

Noël Fredette
Representative

SALARY SCALES

PROTECTIVE SERVICE SUB-GROUP

A - Annual rates of pay, effective January 1st, 2001 (3%)

B - Annual rates of pay, effective January 1st, 2002 (2.5%)

C - Annual rates of pay, effective January 1st, 2003 (2.5%)

Console Operator

FROM:	31,028	32,270	34,166	36,064	37,962	39,481	
A:	31,959	33,238	35,191	37,146	39,101	40,665	
B:	32,758	34,069	36,071	38,075	40,079	41,682	42,515
C:	33,577	34,921	36,973	39,027	41,081	42,724	43,578

Constable

FROM:	31,028	32,270	34,166	36,064	37,962	39,481	
A:	31,959	33,238	35,191	37,146	39,101	40,665	
B:	32,758	34,069	36,071	38,075	40,079	41,682	42,515
C:	33,577	34,921	36,973	39,027	41,081	42,724	43,578

Corporal

FROM:	38,439	40,040	41,702	43,482	45,221		
A:	39,592	41,241	42,953	44,786	46,578		
B:	40,582	42,272	44,027	45,906	47,742	48,698	
C:	41,597	43,329	45,128	47,054	48,936	49,915	

Sergeant

FROM:	42,823	44,611	46,462	48,390	50,325		
A:	44,108	45,949	47,856	49,842	51,835		
B:	45,211	47,098	49,052	51,088	53,131	54,194	
C:	46,341	48,275	50,278	52,365	54,459	55,549	

ISSUE AND REPLACEMENT OF CLOTHING AND ACCESSORIES

This new procedure aims at streamlining expenditures for the issue and replacement of clothing and accessories required by members of the Senate Protection Service.

Notwithstanding the following, the Employer will provide a sufficient number of bullet-proof vests for employees assigned to access points as well as to employees responsible for traffic control.

Issue of clothing and accessories to members appointed for an indeterminate period:

On appointment for an indeterminate period, members shall be issued the clothing and accessories they require to carry out their duties. These items shall remain the property of the Senate. Members shall return clothing and accessories issued to them while they were appointed for determinate periods, on contract or on probation.

Members shall be responsible for replacing, at their own expense, clothing and accessories lost or destroyed through negligence or deliberate damage for the duration of their employment.

Members assigned to specific duties such as console operation, traffic control, and key control shall be issued clothing and accessories appropriate to their duties according to the attached Appendices.

Issue of clothing and accessories to members appointed for determinate periods, on probation or persons hired on contract:

On their arrival, members appointed for determinate periods, on contract or on probation shall be issued the clothing and accessories they require to carry out their duties. These items shall remain the property of the Senate.

The person responsible for stores shall ensure that clothing and accessories meet the standards of the Senate Protective Service.

While appointed for determinate periods, on contract or on probation, members shall be responsible for replacing, at their own expense, clothing and accessories lost or destroyed through negligence or deliberate damage.

Members shall sign for clothing and accessories, and shall be responsible for them for the duration of their employment.

Annual replacement

Clothing and accessories shall remain the property of the Senate. Items that are subject to normal wear and tear shall be replaced. Items replaced shall be returned to stores. Items identified thereafter may be replaced annually on request.

Notes:

Damaged items shall be repaired, when feasible, before being replaced.

All clothing and accessories replaced shall be returned to stores.

Starting now, shoes and boots issued to members shall be marked in order to monitor yearly replacement.

Replacement shoes and boots shall be marked and given to members for personal use. Once marked, they may no longer be worn on duty.

Clothing and Accessories Issued to Members Appointed for an Indeterminate Period

Unless they were issued new clothing and accessories when appointed for determinate periods, on contract or on probation, members appointed for an indeterminate period members shall be issued the following clothing and accessories in return for those issued on their arrival.

- 1 tunic
- 3 pairs pants
- 1 skirt, instead of one pair pants (for women members)
- 8 short-sleeved shirts (for men members)
- 8 blouses (for women members)
- 1 cap
- 2 wool V-neck sweaters
- 1 pair additional leather shoes or boots

Clothing and Accessories Issued to Members Appointed for Determinate Periods, on Probation or Persons Hired on Contract

- 1 tunic (except for console operators)
- 3 pairs pants (for men members)
- 3 pairs pants (for women members)
- 1 skirt, instead of one pair pants (for women members)
- 8 short-sleeved shirts (for men members)
- 8 blouses (for women members)
- 1 cap (except for console operators)
- 1 cap badge (except for console operators)
- 1 belt
- 2 ties
- 1 tie pin
- 2 wool V-neck sweaters
- 1 pair leather shoes or boots
- 1 pair winter underwear (for men members)
- 1 pair winter boots (for women members)
- 1 pair black leather winter gloves (except for console operators)
- 1 winter parka (except for console operators)
- 2 pairs white ceremonial gloves
- 6 pairs black wool socks (for men members)
- 12 pairs nylon hose (for women members)
- 1 imitation fur winter hat (except for console operators)

- 2 identity cards
- 1 surveillance kit (ear piece) (except for console operators)
- 1 white ceremonial belt (except for console operators)
- 1 ceremonial belt buckle (except for console operators)
- 1 white ceremonial lanyard (except for console operators)
- 1 leather key carrier (except for console operators)
- 1 glasses case (if required)
- 1 lightweight coat (except for console operators)
- 1 mini mag light (except for console operators)
- 1 billy stick and sheath (except for console operators)
- 1 pair handcuffs and case (except for console operators)
- 1 utility belt (except for console operators)
- 1 first aid pouch (mouth piece and latex gloves)

Clothing and Accessories that may be replaced annually on Request

- 1 pair pants
- 4 short-sleeved shirts (for men members)
- 4 blouses (for women members)
- 6 pairs black wool socks (for men members)
- 12 pairs nylon hose (for women members)
- 4 pairs winter socks (for members assigned to traffic control)
- 2 dark blue shirts (for members assigned to key control)
- 1 wool V-neck sweater

Clothing and Accessories Issued to Members Assigned to Traffic Control

In addition to the clothing and accessories issued to members, the following items shall be issued to members assigned to traffic control.

- 1 super-insulated winter parka
- 1 summer patrol coat
- 1 raincoat
- 1 scarf
- 6 long-sleeved shirts
- 1 pair insulated winter boots
- 1 pair leather mitts
- 1 cap protector
- 1 Stetson summer hat
- 6 pairs black wool socks

Note: Only the wool socks and insulated boots shall remain the property of members. The other items shall be returned at the end of members' assignments to traffic control.

Clothing and Accessories Issued to Members Assigned to Key Control

In addition to the clothing and accessories issued to members, the following items shall be issued to members assigned to key control.

- 4 dark blue shirts
- 1 baseball cap
- 2 pairs work pants

Overtime Allocation

Following past practices and a formal agreement between the Senate Protective Service Employees' Association and the Senate and notwithstanding Article 21.01, it has been agreed that overtime allocation will be distributed as follows:

1. Members wishing to be considered for overtime will do so by writing their names on the form called "Overtime Allocation" for the appropriate week that the overtime is solicited. This form is maintained in the Operations Center;
2. The Overtime Allocation form shall be in effect from 00:01 hours on Friday until 23:59 hours on the following Thursday. Therefore, members have until 23:59 hours on Thursday to submit their names for the following week;
3. Notwithstanding exceptional circumstances, the list will be rigorously adhered to for the allocation of all overtime where such overtime is expected to be for a period of four (4) hours or more in duration;
4. When overtime is expected to be for a period of four (4) hours or more, it is to be offered, as per paragraph 5 of this Appendix, to members whose names appear on the seniority list;
5. The Duty NCO will call the senior member on the list, leaving a message to the effect that he called if he does not get an answer. There will be no waiting period. If the member is not home, the Duty NCO will pass to the next most senior member on the list. In cases where an NCO is required to work overtime, the overtime will be offered to the most senior NCO (sergeant and corporal combined) whose names appear on the list.
6. If the number of overtime hours is not expected to exceed four (4) hours in duration and is to be incurred at the end of a shift, the following procedures shall apply:
 - a) When the requirement for overtime could not be anticipated (less than twenty-four hour notice):
 - xxxix) members of the team finishing work will be offered to work the overtime period as per Article 30.02;
 - 32
 - xxxiii) in the absence of volunteers, the Employer will assign overtime to members of the team finishing work using a reverse order of seniority.
 - ah) When the requirement for overtime can be anticipated (more than twenty-four hour notice):
 - xxxv) members of the team finishing work will be offered to work the overtime period as per Article 30.02;
 - 36
 - xxxvii) in the absence of volunteers from the team finishing work, members of the following team

will be offered to work the overtime period as per Article 30.02;

38

39

x) in the absence of volunteers; the Employer will assign overtime to members of the team finishing work using a reverse order of seniority.

WORK SCHEDULE

	A	B	C	D	E
Monday	12:30 -19:30	07:30 -14:30	*19:30 -07:30	Off	Off
Tuesday	12:30 -19:30	07:30 -14:30	*19:30 -07:30	Off	11:00 -18:00
Wednesday	12:30 -19:30	07:30 -14:30	*19:30 -07:30	Off	11:00 -18:00
Thursday	12:30 -19:30	07:30 -14:30	*19:30 -07:30	Off	11:00 -18:00
Friday	12:30 -19:30	07:30 -14:30	Off	*19:30 -07:30	Off
Saturday	Off	Off	Off	*19:30 -07:30	07:30 -19:30
Sunday	Off	Off	Off	*19:30 -07:30	07:30 -19:30

*** - Night shift begins on previous evening**

MEMORANDUM OF AGREEMENT

RESPECTING 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 Senate Protective Service Employees Association.

Policy

Subject to approval, indeterminate employees may be eligible for Deferred Salary Leave for up to one year.

Purpose

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

Definition

Deferred Salary Leave is defined as a period of leave without pay of not less than six (6) consecutive months that is to commence immediately after a period not exceeding six (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 which will serve to support him during the period of leave.

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

Eligibility

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

Approval

Approval of participation on the Deferred Salary Leave (DSL) program is based upon operational requirements.

Procedures

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

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

requests are received for approval three (3) months prior to the date for which the change is being requested but not later than six (6) months prior to the leave start date.

2. Application is reviewed by the Director or his delegate and approved if operationally feasible.
3. Copy of approved application is forwarded to the 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. 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 employee concerned.the written authorization of the Director or his delegate and the

6. Accrued interest should be reported annually 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 Senate.

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 DSL 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 DSL.

Withdrawal/Deferral

1. An employee may withdraw from the plan no later than six (6) months prior to the planned leave date by giving written notice to the Employer. Withdrawal upon shorter notice will require Employer's 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 deferred Salary 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 (6) months at the Employer's request.
6. Since termination of employment would require withdrawal from the Deferred Salary 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, lumpsum payments.

Employees' 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 Senate while on Deferred Salary Leave. (Reference: 1(a)(iii) Part LXVIII of the Income Tax Regulations).

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

Costs Incurred by the Senate

Cost of administration: paperwork, enquiries, handling, etc.

Benefits to Employees

- The period of leave counts as pensionable service and the employee's position is guaranteed on his return to work.
- In the event that an employee participating in DSL be declared surplus prior to or on return from leave, the Senate 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, of course, on the employee's tax bracket.

The Employer and the Senate Protective Service Employees Association agree that the provisions of this plan shall form part of the Collective Agreement and shall be subject to any modifications made to the Income Tax Act and Regulations.

**MEMORANDUM OF AGREEMENT
WITH RESPECT TO THE USE OF PERSONNEL ON CONTRACT**

The Senate and the Senate Protective Service Employees Association (SPSEA) have agreed to the following:

41. During the summer period, normally June to September, the Association will not oppose the employment of contractual personnel.
- 42
43. The above-mentioned personnel will be paid by statement of account at an hourly rate determined by the Senate.
- 44
45. The personnel, thus hired on contract, will not execute all the functions normally assigned to security employees.
- 46
47. Except under exceptional circumstances, which will be discussed with the Association, if the Senate Protective Service needs to hire non Senate personnel to temporarily replace regular employees away for extended periods of absence, it will be done through term appointments.
- 48
49. Term employees shall then be compensated at the rates of pay prescribed in the SPSEA collective agreement.