

# Collective Agreement

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

**POSTAL SERVICES  
SUB-GROUP  
BARGAINING UNIT**

**EXPIRY DATE:  
JUNE 30, 2014**



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**ARTICLE 1**

**PURPOSE AND SCOPE OF AGREEMENT**

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

**ARTICLE 2**

**INTERPRETATION AND DEFINITIONS**

- 2.01 For the purpose of this Agreement:
- (a) "PSAC" means the Public Service Alliance of Canada;
  - (b) "bargaining unit," means the employees of the Employer in the Sub-Group described in Article 6;
  - (c) "compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the day immediately prior to the day on which leave is taken;
  - (d) "continuous employment" means continuous service of an employee with the Employer from their latest date of hire with allowable breaks in service as specified in the collective agreement and includes continuous employment with:
    - (i) the House of Commons;
    - (ii) the office of a Member of Parliament;



- (iii) the Senate;
  - (iv) the Library of Parliament;
  - (v) the Office of the Senate Ethics Officer;
  - (vi) the Office of the Conflict of Interest and Ethics Commissioner,
- or
- (vii) the Departments and portions of the Public Service referred to or listed in Schedule I, IV and V of the *Financial Administration Act*;
- (e) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
  - (f) "day of rest" in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of their position other than by reason of his being on leave or absent from duty without permission;
  - (g) "double time" means two (2) times the employee's hourly rate of pay;
  - (h) "employee" means a person so defined in the *Parliamentary Employment and Staff Relations Act* and who is a member of the bargaining unit;
  - (i) "Employer" means the House of Commons as represented by the Board of Internal Economy and includes any person authorized to exercise the authority of the Board of Internal Economy;
  - (j) "holiday" means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement;
  - (k) "hourly rate of pay" means a full-time employee's weekly rate of pay divided by thirty-five (35);
  - (l) "lay-off" means the termination of an employee's employment because of lack of work or because of the discontinuance of function;
  - (m) "leave" means authorized absence from duty by an employee during the employee's regular or normal hours of work;

(n) "membership dues" means the dues established pursuant to the constitution of PSAC as the dues payable by its members as a consequence of their membership in PSAC, and shall not include any initiation fee, insurance premium, or special levy;

(o) "overtime" means authorized work performed in excess of an employee's scheduled hours of work on a regular work day and all hours worked on a day of rest or designated holiday;

(p) "time and one-half" means one and one-half (1½) times the employee's hourly rate of pay;

and

(q) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176.

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

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

and

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

### ARTICLE 3

#### APPLICATION

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

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

3.03 Throughout this Agreement, words importing the masculine gender shall include the feminine gender.

**ARTICLE 4**

**PRECEDENCE OF LEGISLATION AND THE  
COLLECTIVE AGREEMENT**

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

**ARTICLE 5**

**MANAGERIAL RESPONSIBILITIES**

- 5.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the House of Commons.
- 5.02 The Employer undertakes to exercise its managerial rights and discretion in a fair and reasonable manner.

**ARTICLE 6**

**RECOGNITION**

- 6.01 The Employer recognises PSAC as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the Public Service Staff Relations Board on September 30, 1987 covering employees of the Postal Services (OPS) Sub-Group.

**ARTICLE 7**

**EMPLOYEE REPRESENTATIVES**

- 7.01 The Employer acknowledges the right of PSAC to appoint or otherwise select employees as representatives.
- 7.02 PSAC and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of organisation, the number and distribution of employees at the work place and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance/adjudication procedure.

- 7.03 PSAC shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 7.02 and shall advise promptly of any change made to the list.
- \* 7.04 Except for cases of an urgent nature, a representative shall obtain the permission of their immediate supervisor before leaving his work to investigate employee complaints, to meet with local Management for the purpose of dealing with grievances and to attend meetings called by Management and for any other meetings or hearings specified in Article 12. Permissions provided in this clause shall not be unreasonably withheld. Where practicable, the representative shall report back to their supervisor before resuming their normal duties.

## ARTICLE 8

### CHECK-OFF

- 8.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.
- 8.02 PSAC shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 8.03 For the purpose of applying clause 8.01, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.
- 8.04 An employee who satisfies the Employer to the extent that the employee declares in an affidavit that the employee is a member of a religious organisation whose doctrine prevents the employee as a matter of conscience from making financial contributions to an employee organisation and that the employee will make contributions to a charitable organisation registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organisation involved.

- 8.05 No employee organisation, as defined in Section 3 of the *Parliamentary Employment and Staff Relations Act*, other than PSAC, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.
- 8.06 The amounts deducted in accordance with clause 8.01 shall be remitted to the Comptroller of PSAC by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 8.07 The Employer agrees to make deductions for other purposes on the basis of the production of appropriate documentation.
- 8.08 PSAC agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

## ARTICLE 9

### TECHNOLOGICAL CHANGE

- 9.01 Both parties recognise 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 minimising adverse effects on employees, which might result from such changes.
- 9.02 In this Article "Technological Change" means:
- (a) the introduction by the Employer of equipment or material of a different nature than previously utilised;
  - and
  - (b) a change in the Employer's operation directly related to the introduction of that equipment or material.
- 9.03 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and twenty (120) calendar days written notice to PSAC of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

- 9.04 The written notice provided for in clause 9.03 will provide the following information:
- (a) the nature and degree of change.
  - (b) the anticipated date or dates on which the Employer plans to effect change.
  - (c) the location or locations involved.
  - (d) all other pertinent data relating to the anticipated effects on the employees.
- 9.05 As soon as reasonably practicable after notice is given under clause 9.03, the Employer shall consult with PSAC concerning the effects of the technological change referred to in clause 9.03 on each group of employees. Such consultation will include but not necessarily be limited to the following:
- (a) the approximate number, class and location of employees likely to be affected by the change.
  - (b) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.
- 9.06 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

**ARTICLE 10**  
**INFORMATION**

- 10.01 The Employer agrees to supply PSAC on a semi-annual basis with the name, geographic location and classification of each employee. The list will be submitted in January and July.
- 10.02 New employees shall be provided with a copy of the collective agreement, a description of their duties and responsibilities and detailed information concerning the pension plan and insurance plans within ten (10) working days of their hiring. Changes made to the above documents shall be communicated in writing to the employees.

- 10.03 As part of their orientation, a new employee will be granted a 15-minute period with pay, during normal working hours, within their first two (2) weeks of employment, to meet with their shop steward or the local PSAC representative.
- 10.04 The Employer will notify PSAC Local on a monthly basis of the name, classification and work location as who have been hired, retired, dismissed, transferred in or out of the bargaining unit, resigned or deceased.

## ARTICLE 11

### USE OF EMPLOYER FACILITIES

- 11.01 Reasonable space on bulletin boards in convenient locations will be made available to PSAC for the posting of official PSAC notices. PSAC shall endeavour to avoid requests for posting of notices, which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices of meetings of their members and elections, the names of PSAC representatives, and social and recreational events. Such approval shall not be unreasonably withheld.
- 11.02 The Employer will make available to PSAC specific locations on its premises for the placement of reasonable quantities of literature of PSAC.
- 11.03 A duly accredited representative of PSAC may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case be obtained from the Employer.

## ARTICLE 12

### LEAVE WITH OR WITHOUT PAY FOR PSAC BUSINESS

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

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

and

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

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

12.02 When operational requirements permit, the Employer will grant leave without pay:

- (a) to an employee who represents PSAC in an application for certification or in an intervention,

and

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

12.03 The Employer will grant leave with pay:

- (a) to an employee called as a witness by the Public Service Labour Relations Board,

and

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

**Arbitration Board Hearings**

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

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

**Adjudication**

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

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

and



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

**Meetings during the Grievance Process**

- 12.07 When operational requirements permit, the Employer will grant time off with pay to an employee who has presented a grievance so that the employee may attend a meeting with the Employer.
- 12.08 When an employee wishes to represent, at a meeting with the Employer, an employee who has presented a grievance, the Employer will arrange the meeting having regard to operational requirements, and will grant time off with pay to the representative.
- 12.09 Where an employee has asked or is obliged to be represented by PSAC in relation to the presentation of a grievance and an employee acting on behalf of PSAC wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where operational requirements permit, be given reasonable time off with pay for this purpose.

**Contract Negotiation Meetings**

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

**Preparatory Contract Negotiation Meetings**

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

**Meetings between PSAC and Management not otherwise specified in this Article**

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

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

**Representatives' Training Courses**

- 12.14 When operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of PSAC to undertake training related to the duties of a representative. During such leave, the Employer shall maintain the regular salary of such employee(s). PSAC will reimburse the Employer for salary recovery upon presentation of an invoice to PSAC stating amounts for each employee involved.
- 12.15 When operational requirements permit, employees who are elected to a full-time position or obtain term employment with PSAC for a period not exceeding three (3) years, may be granted leave without pay subject to conditions to be established by the Employer prior to the granting of such leave.
- 12.16 Overtime pay and other forms of compensation shall not be paid to employees for hours spent beyond their normal work hours conducting or participating in PSAC business.

**ARTICLE 13**

**NO DISCRIMINATION**

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

- 13.03 (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of paragraph (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.
- 13.04 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.

#### **ARTICLE 14**

##### **JOINT CONSULTATION**

- 14.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.
- 14.02 Within five (5) working days of notification of consultation served by either party, PSAC shall notify the Employer in writing of the representatives authorized to act on behalf of PSAC for consultation purposes.
- 14.03 Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.
- 14.04 The subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties.

#### **ARTICLE 15**

##### **EMPLOYEES ON PREMISES OF OTHER EMPLOYERS**

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

**ARTICLE 16**

**RESTRICTION ON OUTSIDE EMPLOYMENT**

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

**ARTICLE 17**

**LEAVE GENERAL**

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

- (b) Notwithstanding the above, in clause 20.02 Bereavement Leave with Pay, a “day” will mean a calendar day.

## ARTICLE 18

### VACATION LEAVE WITH PAY

- 18.01 The vacation year shall be from January 1st to December 31st, inclusive.
- 18.02 **Accumulation of Vacation Leave Credits**

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

  - (a) one and two-thirds ( $1\frac{2}{3}$ ) days per month when employees have less than fifteen (15) years of continuous employment;
  - (b) two and one-twelfth ( $2\frac{1}{12}$ ) days per month when employees have more than fifteen (15) years of continuous employment;

and

  - (c) two and one-half ( $2\frac{1}{2}$ ) days per month when employees have more than twenty-eight (28) years of continuous employment.
- 18.03
  - (a) Except as otherwise specified in this collective agreement, for the purpose of clause 18.02 only, all continuous employment shall count toward vacation leave.
  - (b) Notwithstanding clause 18.03(a) above, no employee shall have their currently recognised years of employment reduced by the implementation of this Article.
- \*
  - (c) Effective January 1, 2013, on a go forward basis, any service in the Canadian Forces for a continuous period of six months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.

**18.04 Entitlement to Vacation Leave with Pay**

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

**18.05 Scheduling of Vacation Leave with Pay**

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

(a) to schedule an employee's vacation leave in an amount and at such time as the employee may request;

and

(b) not to recall an employee to duty after the employee has proceeded on vacation leave.

Seniority for scheduling of vacation leave shall be deemed to have commenced on the date of appointment to the Postal Services Sub-Group and secondly to the date of hiring to the House of Commons, without any break in continuous employment.

**18.06** The Employer shall give an employee as much notice as is practicable and reasonable of approval, disapproval or cancellation of a request for vacation leave. In the case of disapproval, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.

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

(a) is granted bereavement leave,

or

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

or

(c) is granted sick leave on production of a medical certificate, the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

18.08 Where in any vacation year an employee has not been granted all of the vacation leave credited to the employee, the unused portion of their vacation leave shall be carried over into the following vacation year. Carry-over beyond one year shall be by mutual consent.

18.09 Upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits from previous years may be paid at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on December 31<sup>st</sup> of the year previous to the one in which the request is submitted.

**18.10 Recall from Vacation Leave with Pay**

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

(i) in proceeding to their place of duty,

and

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

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

(b) The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 18.10(a) to be reimbursed for reasonable expenses incurred by him.

**18.11 Leave when Employment Terminates**

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

**18.12 Advance Payments**

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

**18.13 Cancellation of Vacation Leave**

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

**ARTICLE 19**

**DESIGNATED PAID HOLIDAYS**

19.01 Subject to clause 19.02, the following days shall be designated paid holidays for employees:

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



- (i) Remembrance Day,
  - (j) Christmas Day,
  - (k) Boxing Day,
  - (l) one additional day in each year that, in the opinion of the Employer, is recognised to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognised as a provincial or civic holiday, the first Monday in August.
- 19.02 An employee absent without pay on both their full working day immediately preceding and their full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 12, Leave with or without Pay for PSAC Business.
- 19.03 When a day designated as a holiday under clause 19.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.
- When two (2) days designated as holidays under clause 19.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.
- 19.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 19.03:
- (a) work performed by an employee on the day from which the holiday was moved shall be considered as worked performed on a day of rest,
  - and
  - (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

- 19.05 When an employee works on a holiday, 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 the employee not worked on the holiday,
  - (b) two (2) times the straight-time rate for time worked by the employee on the holiday when the holiday is not the employee's scheduled day of work and is contiguous to a day of rest on which the employee also worked and received overtime in accordance with clause 24.12,  

or
  - (c) upon request, and with the approval of the Employer, the employee may be granted:
    - (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday,  

and
    - (ii) pay at one and one-half (1½) 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 the employee on the holiday in excess of the regular daily scheduled hours of work.
  - (d)
    - (i) Subject to operational requirements, and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.
    - (ii) When in a calendar year an employee has not been granted all of his lieu days as requested by the employee, at the employee's option, such lieu days shall be paid off at the employee's 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 19.05(d)(ii) shall be the rate in effect when the lieu day was earned.

- 19.06 When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:
- (a) compensation in accordance with the provisions of clause 19.05;
  - or
  - (b) compensation equivalent to four (4) hours' pay at the employee's straight time rate of pay.
- 19.07 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to their residence shall not constitute time worked.
- 19.08 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

## ARTICLE 20

### OTHER LEAVE WITH OR WITHOUT PAY

20.01 **Introduction**

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

20.02 **Bereavement Leave with Pay**

- \* For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), step-child or ward of the employee, grand-child, father-in-law, mother-in-law, grand-parent and relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of five (5) working days, which does not extend beyond the day following the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for that employee. In addition, the employee may be granted up to two (2) days' leave with pay for the purpose of travel related to the death.
- (b) In special circumstances and at the request of the employee, the five (5) day bereavement period may be moved beyond the day following the day of the funeral but must include the day of the funeral.
- \* (c) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (d) If, during a period of compensatory leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave with pay under paragraph (a), (b) or (c) of this clause, the employee shall be granted bereavement leave with pay and the employee compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (e) It is recognised by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, Management may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clauses 20.02(a) and (c).

**20.03 Maternity Leave without Pay**

- (A) (1) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
  - (a) Notwithstanding sub-clause 20.03 (A) (1):
    - (i) where the employee has not yet proceeded on maternity leave without pay and her new-born child is hospitalized;

or

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

the period of maternity leave without pay defined in sub-clause 20.03 (A) (1) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.

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

20.04 **Maternity Allowance**

(A) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clause 20.04 (C), provided that she:

- (1) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay;
- (2) provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer; and
- (3) has signed an agreement with the Employer stating that:
  - (a) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
  - (b) following her return to work, as described in clause (a), she will work for a period equal to the period she was in receipt of the maternity allowance;
  - (c) should she fail to return to work in accordance with clause (a), or should she return to work but fail to work for the total period specified in clause (b), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in clause (b), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows;

$$\begin{array}{r}
 \text{(allowance received)} \quad \times \quad \text{(remaining period to be worked} \\
 \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \text{following her return to work)} \\
 \hline
 \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \text{[total period to be worked as} \\
 \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \text{specified in (b)]}
 \end{array}$$

However, an employee whose specified period of employment expired and who is rehired by the House of Commons within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in paragraph (b).

- (B) For the purpose of sub-clauses 20.04 (A) (3) (b), and (c) periods of 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 clause (A) (3) (b), without activating the recovery provisions described in clause (A) (3) (c).
- (C) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- (1) (a) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period; and
  - (b) for each week in respect of which the employee receives maternity benefits under the Employment Insurance or the Quebec Parental Insurance Plan, the difference between the gross weekly amount of the maternity benefits she is eligible to receive and nine-three per cent (93%) of her weekly rate of pay, less any other monies earned during this period which may result in a decrease in the maternity benefits to which she would have been eligible if no extra monies had been earned during this period.
- (2) At the employee's request, the payment referred to in subparagraph 20.04 (C) (1) (a) will be estimated and advanced to the employee. Adjustments shall be made once the employee provides proof of receipt of Employment Insurance or Quebec Parental Insurance maternity benefits.
- (3) The maternity allowance to which an employee is entitled is limited to that provided in clause 20.04 (C) (1), and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*, or the *Parental Insurance Act* in Quebec.
- (4) The weekly rate of pay referred to in sub-clause 20.04 (C) (1) shall be:
- (a) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;

- (b) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in sub-clause 20.04 (C) (4) (a) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- (5) The weekly rate of pay referred to in sub-clause 20.04 (C) (4) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (6) Notwithstanding sub-clause 20.04 (C) (5), and subject to sub-clause 20.04 (C) (4) (b), if on the day immediately preceding the commencement of maternity leave without pay, an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (7) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (8) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

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

- (A) An employee who:
  - (1) fails to satisfy the eligibility requirement specified in sub-clause 20.04 (A) (2) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance or Quebec Parental Insurance maternity benefits; and
  - (2) has satisfied all of the other eligibility criteria specified in sub-clause 20.04 (A), other than those specified in sub-clauses 20.04(A)(3)(a) and 20.04(A)(3)(b);



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

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

**20.06 Parental Leave without Pay**

- (A) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on 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) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (A) and (B) above may be taken in two periods.
- (D) Notwithstanding paragraphs (A) and (B):
- (1) where the employee's child is hospitalized within the period defined in the above paragraphs and the employee has not yet proceeded on parental leave without pay; or
  - (2) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized;

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

- \* (E) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the commencement of such leave.
- (F) The Employer may:
  - (1) defer the commencement of parental leave without pay at the request of the employee;
  - (2) grant the employee parental leave without pay with less than four (4) weeks' notice;
  - (3) require an employee to submit a birth certificate or proof of adoption of the child.
- (G) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

**20.07 Parental Allowance**

- (A) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clause 20.07 (C) below, providing the employee:
  - (1) has completed six (6) months of continuous employment before the commencement of parental leave without pay;
  - (2) provides the Employer with proof that the employee has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer;

and

  - (3) has signed an agreement with the Employer stating that:
    - (a) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to

work date is modified by the approval of another form of leave;

- (b) following the employee's return to work, as described in paragraph (a), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in paragraph 20.04 (A) (3) (b), if applicable;
- (c) should the employee fail to return to work in accordance with paragraph (a), or should the employee return to work but fail to work the total period specified in paragraph (b), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in paragraph (b), or having become disabled as defined in the *Public Service Superannuation Act*, the employee will be indebted to the Employer for an amount determined as follows:

$$\begin{array}{r} \text{(allowance received)} \quad \times \quad \text{(remaining period to be worked} \\ \text{following his/her return to work)} \\ \hline \text{[total period to be worked as} \\ \text{specified in (b)]} \end{array}$$

However, an employee whose specified period of employment expired and who is rehired by the House of Commons within a period of ninety (90) days or less is not indebted for the amount if the employee's new period of employment is sufficient to meet the obligations specified in paragraph (b).

- (B) For the purpose of sub-paragraphs 20.07 (A) (3) (b) and (c), periods of leave with pay will count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but will interrupt the period referred to in sub-paragraph 20.07 (A) (3) (b), without activating the recovery provisions described in sub-paragraph 20.07 (A) (3) (c).
- (C) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
  - (1) (a) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance

- parental benefits, ninety-three percent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
- (b) other than as provided in sub-paragraph 20.07 (c) (1) (c), for each week in respect of which the employee receives parental, paternity or adoption benefits under the Employment Insurance or the Quebec Parental Insurance Plan, the difference between the gross weekly amount of the parental, paternity or adoption benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay less any other monies earned during this period which may result in a decrease in the parental, paternity or adoption benefits to which the employee would have been eligible if no extra monies had been earned during this period;
  - (c) where an employee has received the full eighteen (18) weeks of maternity benefits and the full thirty-two (32) weeks of parental benefits under the Quebec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, at ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
- (2) At the employee's request, the payment referred to in sub-paragraph 20.07 (C) (1) (a) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of parental, paternity or adoption benefits under the Employment Insurance or the Quebec Parental Insurance Plan.
  - (3) The parental allowance to which an employee is entitled is limited to that provided in paragraph 20.07 (C) (1) and an employee will not be reimbursed for any amount that the employee is required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Quebec.
  - (4) The weekly rate of pay referred to in sub-paragraph 20.07 (C) (1) shall be:
    - (a) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
    - (b) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of

maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in sub-paragraph 20.07 (C) (4) (a) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.

- (5) The weekly rate of pay referred to in paragraph 20.07 (C) (4) shall be the rate to which the employee is entitled for the substantive level to which the employee is appointed.
- (6) Notwithstanding paragraph 20.07 (C) (5), and subject to sub-paragraph 20.07 (C) (4) (b), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (7) Where an employee becomes eligible for a pay increment or pay revision while in receipt of a parental allowance, the allowance shall be adjusted accordingly.
- (8) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (9) The maximum duration of any period in respect of which the maternity and parental allowances are payable shall not exceed fifty-two (52) weeks.

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

- (A) An employee who:
  - (1) fails to satisfy the eligibility requirement specified in sub-paragraph 20.07 (A) (2) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving parental benefits under the Employment Insurance or the Quebec Parental Insurance Plan; and
  - (2) has satisfied all of the other eligibility criteria specified in paragraph 20.07 (A), other than those specified in sub-paragraphs 20.07 (A) (3) (a) and (b);

shall be paid, in respect of each week of benefits under the parental allowance not received for the reasons described in sub-clause 20.08 (A) (1), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of the employee's weekly disability benefit under the DI Plan, the LTD Plan, the PSMIP, or via the *Government Employees Compensation Act*.

- (B) An employee shall be paid an allowance under this clause and under clause 20.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Quebec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Quebec Parental Insurance Plan benefits for the reasons described in sub-paragraph 20.08 (A) (1).

**20.09 Leave without Pay for the Care and Nurturing of Pre-School Age Children**

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

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave;
- (b) leave granted under this clause shall be for a minimum period of six (6) consecutive weeks;
- (c) the total leave granted under this clause shall not exceed one (1) year during an employee's total period of employment in the House of Commons;
- (d) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

**20.10 Leave without Pay for Personal Needs**

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

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

**20.11 Leave with Pay for Family-Related Responsibilities**

- (a) For the purpose of this clause, 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 step-parents 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) for a medical or dental appointment when a family member is incapable of attending the appointment without accompaniment, or for appointments with appropriate authorities in schools or adoption agencies when alternative arrangements are not possible, provided that the employee requesting leave under this provision shall notify the supervisor of the appointment as far in advance as possible and is

expected to make every reasonable effort to schedule such appointments for family members to minimize or preclude absences from work;

- (ii) to provide for the immediate and temporary care of a sick family member and to make alternative care arrangements where the illness is of a longer duration; and
  - (iii) for needs directly related to the birth or to the adoption of the employee's child.
- (c) The total leave with pay, which may be granted under sub-clauses (b) (i), (ii) and (iii) shall not exceed five (5) days in a calendar year.

**20.12 Court Leave**

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

- (a) to be available for jury selection;
  - (b) to serve on a jury;
  - (c) by subpoena or summons to attend as a witness in any proceeding held:
    - (i) in or under the authority of a court of justice or before a grand jury,
    - (ii) before a court, judge, justice, magistrate or coroner,
    - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
    - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorised by law to compel the attendance of witnesses before it,
- or
- (v) before an arbitrator or umpire or a person or body of persons authorised by law to make an inquiry and to compel the attendance of witnesses before it.
- (d) Notwithstanding clause 20.09(c) where the employee's involvement in the proceedings as a witness arise out of the employee's employment outside the House of Commons, leave without pay shall be granted.



**20.13 Injury-on-duty Leave**

An employee shall be granted injury-on-duty leave with pay when a claim has been made pursuant to a Government Employee's Compensation Act, and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

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

or

(b) an industrial illness or a disease arising out of and in the course of the employee's employment,

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

**20.14 Personnel Selection Leave**

Where an employee participates in a personnel selection process for a position in the House of Commons, the Office of a Member of Parliament, the Senate or the Library of Parliament, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process.

\* **20.15 One Time Vacation Leave Credit**

(a) Employees with less than two years of continuous employment and all new employees shall be credited a one-time entitlement of thirty-five (35) hours of vacation leave with pay upon reaching two years of continuous House of Commons employment.

(b) **Transitional Provisions**

Employees with more than two (2) years of continuous House of Commons employment shall be credited a one-time entitlement of thirty-five (35) hours of vacation leave with pay.

- (c) The vacation leave credits provided in clauses 20.15 (a) and (b) above shall be excluded from the carry-over of vacation leave provisions stipulated in clause 18.08.

\* 20.16 **Personal Leave**

Subject to operational requirements, as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each calendar year, a single period of up to seven (7) hours of leave with pay for reasons of a personal nature.

The leave will be scheduled at times convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request.

20.17 **Leave with or without Pay for Other Reasons**

At its discretion, the Employer may grant:

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

20.18 **Leave without Pay for the Long-term Care of Immediate Family**

- (a) Both parties recognize the importance of access to leave for the purpose of long-term care of the immediate family.
- (b) For the purpose of this article, immediate family is defined as spouse (or common-law partner resident with the employee), children (including foster children or children of the spouse or common-law partner), parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) Subject to clause 20.18 (b), an employee shall be granted leave without pay for the care of immediate family in accordance with the following conditions:

- (i) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance, such notice cannot be given;
  - (ii) leave granted under this Article shall be for a minimum period of three (3) weeks;
  - (iii) the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the House of Commons;
  - (iv) leave granted for periods of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.
  - (v) leave without pay granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.
- (d) An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional clots to the Employer.

20.19 **Compassionate Care leave**

- (a) Notwithstanding the definition of "immediate family" found in clause 20.18 (b) and notwithstanding paragraphs 20.18 (c) (ii) and 20.18 (c) (iv) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.
- (b) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph 20.18 (c) (iii) only for the period where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.
- (c) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.

- (d) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (a) and (b) above cease to apply.

**20.20 Election Leave**

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

**20.21 Maternity-Related Reassignment or Leave**

- (a) An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24<sup>th</sup>) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child.
- (b) An employee's request under clause 20.21 (a) must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.
- (c) An employee's who has made a request under clause 20.21 (a) is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
  - (i) modifies her job functions or reassigns her,
  - or
  - (ii) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- (d) Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.

- (e) Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.
- (f) An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks' notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

## ARTICLE 21

### SICK LEAVE WITH PAY

#### 21.01 Credits

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

#### 21.02 Granting of Sick Leave

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

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

and

- (b) the employee has the necessary sick leave credits.

21.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury the employee was unable to perform their duties, shall, when delivered to the Employer, be considered as meeting the requirements of clause 21.02(a).

- 21.04 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 21.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee:
- (a) for a period of up to twenty-five (25) days if a decision on an application for injury-on-duty leave is being awaited,
  - or
  - (b) for a period of up to fifteen (15) days in all other cases, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.
- 21.05 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.
- 21.06 An employee shall not be granted sick leave with pay during any period in which the employee is on leave of absence without pay, or under suspension.
- 21.07 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.
- 21.08 An employee's accumulated sick leave credits with a previous Employer as defined in clause 2.01(d), shall be recognised by the Employer.
- 21.09 **Medical Certificates**
- When an employee is asked to provide a medical certificate by the employer, the employee shall be reimbursed by the employer for the cost of the certificate.

**ARTICLE 22**  
**EDUCATION LEAVE WITHOUT PAY AND**  
**CAREER DEVELOPMENT LEAVE**

**22.01 Education Leave without Pay**

The Employer recognises the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognised institution for studies in some field of education in which preparation is needed to fill his present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

22.02 At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to 100% (one hundred per cent) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organisational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

22.03 Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

22.04 As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

If the employee:

- (a) fails to complete the course;
- (b) does not resume employment with the Employer on completion of the course;

or

- (c) ceases to be employed before termination of the period the employee has undertaken to serve after completion of the course;

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

**22.05 Career Development Leave with Pay**

- (a) Career development refers to an activity, which is, in the opinion of the Employer, likely to be of assistance to the individual in furthering his career development and to the organisation in achieving its goals. The following activities shall be deemed to be part of career development:
  - (i) a course given by the Employer;
  - (ii) a course offered by a recognised academic institution;
  - (iii) a seminar, convention or study session in a specialised field directly related to the employee's work.
- (b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 22.05 (a) above. The employee shall receive no compensation under the Overtime provision of this collective agreement during the time spent on career development leave provided for in this clause.
- (c) An employee on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by the employee, which the Employer may deem appropriate.
- (d) An employee on career development leave agrees to remit to the Receiver General of Canada any amount received by the employee in compensation from another source in respect to this leave.

**22.06 Examination Leave with Pay**

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



\*

**ARTICLE 23**  
**SEVERANCE PAY**

Effective on July 2, 2013, Article 23.01 (b) & (d) are deleted from the collective agreement.

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

**(a) Lay-off**

- (i) On the first (1<sup>st</sup>) lay-off, for the first (1<sup>st</sup>) complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- (ii) On the second (2<sup>nd</sup>) or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under paragraph (a)(i).

**(b) Resignation**

- (i) On resignation, subject to clause 23.01(d) and with ten (10) or more years of continuous employment, one-half (½) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.
- (ii) Notwithstanding the above, for employees hired prior to July 8, 1985, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks' pay. **(Effective until July 1, 2013)**

(c) **Rejection on Probation**

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

(d) **Retirement**

On retirement, when an employee is entitled to an immediate annuity under the *Public Service Superannuation Act* or when he is entitled to an immediate annual allowance, under the *Public Service Superannuation Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of thirty (30) weeks' pay. **(Effective until July 1, 2013)**

(e) **Death**

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

(f) **Termination for Incapacity**

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

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

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

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

For greater certainty, payments made pursuant to 23.04 to 23.08 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

23.04 An employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* shall be paid all severance payments resulting from the application of 23.01 (b) or 23.04 to 23.08.

23.05 **Severance Termination**

(a) Subject to 23.01(b) above, indeterminate employees on July 2, 2013 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.

(b) Subject to 23.01 (b) above, term employees on July 2, 2013 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

**Terms of Payment**

23.06 **Options**

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

(a) As a single payment at the rate of pay of the employee's substantive position as of July 2, 2013, or

(b) As a single payment at the time of the employee's termination of employment, based on the rate of pay of the employee's substantive position at the date of termination of employment, or

(c) As a combination of (a) and (b), pursuant to 23.07 (c).

23.07 **Selection of Option**

(a) The Employer will advise the employee of his or her years of continuous employment no later than four (4) months following July 2, 2013.

(b) The employee shall advise the Employer of the term of payment option selected within six (6) months from July 2, 2013.

- (c) The employee who opts for the option described in 23.06 (c) must specify the number of complete weeks to be paid out pursuant to 23.06 (a) and the remainder to be paid out pursuant to 23.06 (b).
- (d) An employee who does not make a selection under 23.07 (b) will be deemed to have chosen option 23.06 (b).

**23.08 Appointment from a Different Bargaining Unit**

This clause applies in a situation where an employee is appointed into a position in the Postal Services Sub-Group bargaining unit from a position outside the Postal Services Sub-Group bargaining unit where, at the date of appointment, provisions similar to those in 23.01 (b) and (d) are still in force, unless the appointment is only on an acting basis.

- (a) Subject to 23.02 above, on the date an indeterminate employee becomes subject to this agreement after July 2, 2013, he or she shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (b) Subject to 23.02 above, on the date a term employee becomes subject to this agreement after July 2, 2013, he or she shall be entitled to a severance payment payable under 23.06 (b), equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (c) An employee entitled to a severance payment under subparagraph (a) or (b) shall have the same choice of options outlined in 23.06, however the selection of option must be made within three (3) months of being appointed to the bargaining unit.

**ARTICLE 24**

**HOURS OF WORK AND OVERTIME**

**HOURS OF WORK**

- 24.01 For the purpose of this Article,
- (a) "day" means a twenty-four (24)-hour period commencing at 00:01 hour;
  - (b) "week" means a period of seven (7) consecutive days beginning at 00:01 hour Monday morning and ending at 24:00 hours the following Sunday night.
- 24.02 The employer shall normally schedule the hours of work so that employees work five (5) consecutive days per week Monday to Friday, thirty-five (35) hours per week (seven (7) hours per day) between the hours of 6:00 a.m. and 6:00 p.m., exclusive of a minimum one-half (1/2) hour and a maximum one (1) hour meal period per day. Saturday and Sunday shall be days of rest.
- 24.03 Notwithstanding 24.02 above, the Employer may schedule the hours of work at Centre Block counters to coincide with Parliamentary hours.
- Should a Centre Block shift become vacant, the Employer shall offer the Centre Block to all employees. Should there be more volunteers than required, seniority shall be the determining factor for assigning the shift. Should there be no volunteer, or should insufficient employees volunteer, the Centre Block shift shall be assigned to employees in reverse order of seniority. Only those employees having worked for at least twelve (12) months as a counter clerk will be considered for the Centre Block shift.
- 24.04 Schedules of hours of work shall normally be posted one (1) week in advance, and the Employer shall, where practical, arrange schedules, which will cover the normal requirements of the work area.
- 24.05 The staffing, preparation, posting and administration of schedules of hours of work are the responsibility of the Employer.
- 24.06 **Rest Periods**
- The Employer shall continue its past practice in providing rest periods. The parties recognize that assigned break times shall continue to be subject to operational requirements.

**GENERAL**

- 24.07 Upon request from the local PSAC representative(s) the parties will meet to review existing hours of work. The Employer will review with the local PSAC representative(s) any change in hours of work which the Employer proposes to institute, when such change will affect the majority of the employees of the Postal, Distribution Service. In all cases following such reviews, the Employer will, where practical, accommodate such employee representations as may have been conveyed by PSAC representative(s) during the meeting.
- By mutual agreement, the Employer and PSAC representative(s) may waive the application of clause 24.04.
- 24.08 Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
- 24.09 An employee may be required to register his attendance on a form or forms to be determined by the Employer.
- 24.10 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to their residence shall not constitute time worked.

**OVERTIME**

**24.11 Assignment of Overtime Work**

Subject to the operational requirements of the House of Commons, the Employer shall make every reasonable effort to allocate overtime work as equitably as practicable among readily available qualified employees and to provide as much advance notice as possible. The Employer shall not repeatedly assign excessive overtime hours of work to employees.

**24.12 Overtime Compensation**

Subject to clause 24.13, when an employee is required by the Employer to work overtime, overtime shall be compensated for at the following rates:

- (a) time and one-half (1½), except as provided for in sub-clause 24.12(b);
- (b) double (2) time for each hour of overtime worked after ten (10) hours work in any twenty-four (24)-hour period or after seven (7) hours' work on the employee's first day of

rest, and for all hours worked on the second or subsequent day of rest, provided the employee also worked on the first day of rest. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may, however, be separated by a designated paid holiday;

- (c) overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent time off with pay. The granting of such request shall not be unreasonably denied.
- (d) the Employer shall grant compensatory leave at times convenient to both the employee and the Employer. The granting of such request shall not be unreasonably denied.
- (e) compensatory leave earned in a calendar year and outstanding on March 31 of the next following calendar year shall be paid at the employee's daily rate of pay on December 31;
- (f) if an employee reports for work after being given instructions before the termination of the employee's work shift, or at any earlier time or day to work overtime at a specified time on a regular working day for a period which is not contiguous to the employee's scheduled shift, the employee shall be paid for the time actually worked, or a minimum of four (4) hours' pay at straight time, whichever is the greater;
- (g) the Employer shall endeavour to pay cash overtime compensation by the twenty-first (21<sup>st</sup>) day of the month following the month in which it is earned.

24.13 An employee is entitled to overtime compensation for each completed fifteen (15)-minute period of overtime worked by the employee.

24.14 **Overtime Meal Allowance**

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

or

- (ii) immediately following the employee scheduled hours of work,

shall be reimbursed for one (1) meal in the amount of eleven dollars and fifty cents (\$11.50) except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, (to a maximum of thirty (30) minutes), shall be allowed the employee in order that the employee may take a meal break either at or adjacent to their place of work.

- (b) When an employee works overtime continuously beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of eleven dollars and fifty cents (\$11.50) for each four (4)-hour period of overtime worked thereafter, except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay (to a maximum of thirty (30) minutes), shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- (c) This clause shall not apply to an employee who is in travel status, which entitles the employee to claim expenses for lodging and/or meals.

**24.15 Transportation**

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

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

or

- \* (b) works overtime and leaves work after 22:00 hours.

**24.16 Travelling Time**

- (a) For the purpose of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.



- (b) When an employee is required to travel outside the National Capital Region on House of Commons business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 24.16(c) and 24.16(d).

Travelling time shall include time necessarily spent at each stop-over en-route provided such stop-over is not longer than three (3) hours.

- (c) For the purposes of clauses 24.16(b) and 24.16(d), the travelling time for which an employee shall be compensated is as follows:
  - (i) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.
  - (ii) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or work place.
  - (iii) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.
- (d) If an employee is required to travel as set forth in clauses 24.16(b) and 24.16(c):
  - (i) On a normal working day on which the employee travels but does not work, the employee shall receive their regular pay for the day.
  - (ii) On a normal working day on which the employee travels and works, the employee shall be paid:
    - a) their regular pay for the day for a combined period of travel and work not exceeding their regular scheduled working hours,

and

- b) at the applicable overtime rate for additional travel time in excess of their regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed seven (7) hours' pay at the straight-time rate of pay.
- (iii) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of seven (7) hours' pay at the straight-time rate of pay.
- (e) This Article does not apply to an employee when the employee travels by any type of transport in which the employee is required to perform work, and/or which also serves as the employee's living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:
  - (i) on a normal working day, their regular pay for the day,
  - or
  - (ii) pay for actual hours worked in accordance with Article 19, Designated Paid Holidays, and the overtime provisions of Article 24.
- (f) Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer.

## ARTICLE 25

### PAY ADMINISTRATION

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

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

or

- (b) the pay specified in Appendix "A" for the classification prescribed in the employee's certificate of appointment if that classification and the classification of the position to which the employee is appointed do not coincide.
- 25.02
- (a) The rates of pay set forth in Appendix "A" shall become effective on the dates specified therein.
  - (b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this Agreement the following shall apply:
    - (i) "retroactive period" for the purpose of clauses (ii) and (iii) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the Agreement is signed;
    - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the bargaining unit during the retroactive period;
    - (iii) rates of pay shall be paid in an amount equal to what would have been paid had the Agreement been signed on the effective date of the revision in rates of pay;
    - (iv) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with clause (b) (iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) calendar days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;
    - (v) no payment or no notification shall be made pursuant to clause 25.02(b) for one dollar or less.
- 25.03
- Only rates of pay and compensation for overtime which has been paid to an employee during the retroactive period will be recomputed and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the employee.

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

25.05 **Acting Pay**

- (a) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for a period of at least one (1) working day, the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts. Such pay is to be determined in accordance with clauses 25.10 and 25.11.
- (b) When a day designated as a paid holiday occurs during the qualifying period of acting pay, the holiday shall be considered as a day worked for purposes of the qualifying period.
- (c) The Employer shall endeavour to pay acting pay by the twenty-first (21<sup>st</sup>) day of the month following the month in which it is earned.
- (d) The Employer endeavours to distribute acting opportunities on an equitable basis taking into consideration the employee's desire for an opportunity to perform the duties of a higher classification, the organization of the establishment, operational requirement, qualifications of employees to perform the acting assignments and the different needs of the work unit.

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

25.07 **Pay Increment Administration**

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

**25.08 Pay Increment Periods**

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

**25.09 Pay Increment Date**

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

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

25.11 (a) An employee appointed to a classification level having the same maximum rate of pay as the employee's former classification level shall be paid a rate of pay in the new scale of rates nearest to but not less than the rate the employee was receiving immediately before the appointment; except that when the employee is being paid a holding rate and the appointment is to the same classification level the employee shall retain the holding rate.

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

25.12 On demotion, an employee is paid at the rate in the range of rates of the employee's new position/classification, which is closest to or equal to the employee's former rate of pay.

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

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

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

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

25.15 If, during the term of this Agreement, a new classification standard is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with PSAC the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

**ARTICLE 26**  
**UNIFORM AND CLOTHING**

- 26.01 All designated employees, on commencement of employment, shall receive an initial issue, at the Employer's expense, of the following items:
- (a) 5 pairs of trousers or skirts
  - (b) 5 shirts or blouses
  - (c) 1 pair of safety boots or shoes
  - (d) 5 pairs of socks
  - (e) 1 belt
  - (f) 1 pullover
  - \* (g) 1 winter jacket (for Mail Clerks only)
  - \* (h) 1 pair of winter gloves (for Mail Clerks only)
- 26.02 The following are safety or pooled items that are available to employees as required:
- (a) raincoats
  - (b) overalls
  - (c) parkas
  - (d) smocks
  - (e) gloves
- 26.03
- (a) Items in 26.01 may be retained by the employee upon termination of employment.
  - (b) Items in 26.01 (b), (d), (e) and (f) will be issued annually in the same quantity.
  - \* (c) Items in 26.01(a), (c) and (h) will be issued annually in the following quantity: (a) 3 and (c) 1 with a second pair as required and (h) 1.
  - (d) Items in 26.02 will be replaced at the Employer's discretion.
  - \* (e) Item 26.01 (g) will be issued every 2 years. The Employer shall reimburse for one (1) dry cleaning per year for the winter jacket.

- 26.04 Employees shall be responsible for the proper care and maintenance of their issued items of clothing.
- 26.05 Additional items of clothing may be purchased at cost by employees, subject to their availability.
- 26.06 Where the Employer issues items of clothing to an employee, the employee shall wear these items of clothing during working hours unless otherwise excused.

**ARTICLE 27**

**CALL-BACK PAY**

- 27.01 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 their work for the day and has left their place of work,
    - and returns to work, the employee shall be paid the greater of:
      - (i) the minimum of four (4) hours' pay at the straight-time rate of pay for each call-back to a maximum of eight (8) hours' pay in an eight (8)-hour period.
        - or
      - (ii) compensation at the applicable rate of overtime compensation for time worked,
- 27.02 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.



**No Pyramiding of Payments**

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

**ARTICLE 28**

**WASH-UP TIME**

- 28.01 Where the Employer determines that due to the nature of work there is a clear-cut need, wash-up time up to a maximum of ten (10) minutes will be permitted before the end of the working day.

**ARTICLE 29**

**JOB DESCRIPTIONS**

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

**ARTICLE 30**

**EMPLOYEE PERFORMANCE REVIEW AND  
EMPLOYEE FILES**

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

**ARTICLE 31**

**SUSPENSION AND DISCIPLINE**

- 31.01 When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The Employer shall endeavour to give such notification at the time of suspension.
- 31.02 The Employer shall notify the local representative of PSAC that such suspension has occurred.
- 31.03 (a) When an employee is required to attend a meeting, the purpose of which is to:
- (i) discuss a matter which may lead to a disciplinary sanction being imposed on the employee;
  - or
  - (ii) render a disciplinary decision concerning the employee,

The Employer shall advise the employee that the employee is entitled to have a representative of PSAC attend these meetings.

An employee shall receive a minimum of twenty-four (24) hours' notice of a meeting under (a) above, unless waived by mutual consent by the employee and management.

- 31.04 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.
- 31.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

**ARTICLE 32**

**GRIEVANCE PROCEDURE**

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

- 32.02 Subject to and as provided in Section 62 of the *Parliamentary Employment and Staff Relations Act*, an employee who feels that the employee has been treated unjustly or considers aggrieved by any action or lack of action by the Employer is entitled to present a grievance in the manner prescribed in clause 32.04 except that:
- (a) where there is another administrative procedure provided by or under any Act of Parliament to deal with the employee's specific complaint, such procedure must be followed,
- and
- (b) where the grievance relates to the interpretation or application of this Collective Agreement or a related Arbitral Award, the employee is not entitled to present the grievance unless he has the approval of and is represented by PSAC.
- 32.03 Management shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies.
- 32.04 An employee who wishes to present a grievance at a prescribed level in the grievance procedure, shall transmit their grievance to their immediate supervisor or local officer-in-charge who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level;
  - (b) provide the employee with a receipt stating the date on which the grievance was received by the supervisor; and
  - (c) The grievance procedure shall contain three (3) steps as follows:
    - Level 1: First level of management
    - Level 2: Director or equivalent
    - Level 3: The Clerk or the designated representative

- 32.05 A grievance of an employee shall not be deemed to be invalid by reason only that it is not in accordance with the form supplied by the Employer.
- 32.06 PSAC shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 32.07 An employee may present a grievance to the First Level of the procedure in the manner prescribed in clause 32.04, not later than the twentieth (20<sup>th</sup>) working day after the date on which the employee is notified orally or in writing or on which the employee first becomes aware of the action or circumstances giving rise to grievance.
- 32.08 The Employer shall normally reply to an employee's grievance, at any level in the grievance procedure, except the final level, within fifteen (15) working days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the employee, the employee may submit a grievance at the next higher level in the grievance procedure within ten (10) working days after that decision or settlement has been conveyed to the employee in writing.
- 32.09 If the Employer does not reply within fifteen (15) working days from the date that a grievance is presented at any level, except the final level, the employee may, within the next ten (10) working days, submit the grievance at the next higher level of the grievance procedure.
- 32.10 The Employer shall normally reply to an employee's grievance at the final level of the grievance procedure within thirty (30) working days after the grievance is presented at that level.
- 32.11 Where an employee has been represented by PSAC in the presentation of the employee's grievance, the Employer will provide the appropriate representative of PSAC with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 32.12 The decision given by the Employer at the final level in the grievance procedure shall be final and binding upon the employee unless the grievance is a class of grievance that may be referred to adjudication.
- 32.13 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.

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

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

### **ARTICLE 33**

#### **HEALTH AND SAFETY**

- 33.01 (a) The Employer will carry on its operations in a manner that will not endanger the health and safety of any of its employees and shall adopt and carry out reasonable procedures and techniques designed or intended to prevent or reduce the risk of physical injury in its operations. An employee shall take all reasonable and necessary precautions to ensure their own safety and the safety of their fellow employees. The working environment and facilities will be maintained in a clean and sanitary condition by the Employer.
- (b) Management agrees to adhere to the basic principles in the Canada Labour Code and the Canada Occupational Safety and Health Regulations in terms of minimum standard for health and safety of employees in the bargaining unit within the workplace.
- 33.02 The Employer shall continue to give full and complete consideration to the capabilities of an employee for assignments involving climbing.
- 33.03 (a) Where an employee deems it unsafe for the employee to undertake work alone and the situation presents a clear and definite hazard to life and limb, it shall be the employee's responsibility to notify their supervisor, or if that is not possible, to summon help as is required. If neither course of action is possible, and if the situation still

presents a clear and definite hazard to life and limb, the employee may refuse to complete the job, pending the elimination or lessening of the hazardous situation. Nevertheless, if the perceived hazard does not present a situation of imminent danger, the complaint shall be referred to the Joint Occupational Safety and Health Committee.

- (b) Notwithstanding the above and where it can be shown that the situation did not present a clear and definite hazard to life and limb, the employee may be subject to the appropriate disciplinary measure.

33.04 The Employer shall supply adequate protective clothing and/or safety devices for employees where conditions require their use. When such clothing or devices are supplied for an employee's protection, their use is mandatory. The employee shall not be held responsible for the maintenance or the normal wear or accidental damage caused to the protective clothing and/or safety devices supplied to the employee by the Employer. A list of protective clothing and safety devices is specified in Article 26.

33.05 The Employer agrees to discuss the health and safety aspects of equipment with the Joint Occupational Safety and Health Committee wherever Health and Safety problems with regards to its use are raised by the employees concerned.

33.06 **Joint Occupational Safety and Health Committee**

- (a) The Employer will establish a Joint Occupational Safety and Health Committee, which will have the following powers:
  - (i) shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the Committee;
  - (ii) shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the Committee;
  - (iii) shall cooperate with any occupational health service established to serve the workplace;
  - (iv) may establish and promote safety and health programs for the education of the employees represented by the Committee;



- (v) shall, within reason, participate in inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters;
  - (vi) may develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;
  - (vii) shall monitor on a regular basis programs, measures and procedures related to the safety and health of employees;
  - (viii) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;
  - (ix) shall cooperate with the Safety Officers;
  - (x) may request from the Employer such information, as the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the workplace;
- and
- (xi) shall have full access to all reports prepared by the Employer or PSAC or at the Employer's or PSAC's request, relating to the safety and health of the employees represented by the Committee, but shall not have access to the medical records of any person except with the consent of that person.
- (b) The Postal Services Sub-group shall have one (1) member on this Committee.
  - (c) Meetings will be held at least once each quarter. Special meetings required on an urgent basis shall be held at the call of either co-chairperson, who should both be present at that meeting. The absence of one of the co-chairpersons will not prevent the holding of an emergency meeting.
  - (d) The Committee will establish procedures for the conduct of its meetings, as it considers advisable.

- (e) Minutes of each committee meeting shall be distributed in both official languages to all committee members and posted on designated bulletin boards.
  - (f) The Committee shall have two (2) co-chairpersons of equal standing chosen from the members of the Committee, one being an employee representative selected by the employee representatives in the Committee and the other being a managerial representative selected by the managerial representatives on the Committee. The chairmanship shall alternate quarterly or as agreed by the Committee.
  - (g) A secretary will be selected by the Committee but need not be a member of the Committee. The secretary's duties will include the keeping of minutes, records and the preparation of agendas.
  - (h) The Committee shall have the authority to create sub-committees where needed. The sub-committees may include advisors who are not Committee members.
- 33.07 Matters referred to the Joint Occupational Safety and Health Committee shall be dealt with in an expeditious and appropriate manner. In the event that complaint is not resolved by the Joint Occupational Safety and Health Committee, employee(s) may file a grievance that would be expeditiously processed in accordance with Article 32.
- 33.08 The Employer will grant reasonable time off with pay to the Committee member to attend meetings of the Joint Occupational Safety and Health Committee.
- 33.09 Leave of absence with pay of up to six (6) months will be granted by the Employer to any employee on account of physical injury and/or mental strain received in the performance of their duties which is compensable under provisions of the Government Employees' Compensation Act and approved by the Workplace Safety and Insurance Board. This leave will not be charged against any of the employees' sick leave credits.

**ARTICLE 34**

**HEALTH AND INSURANCE BENEFITS**

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

**ARTICLE 35**

**JOB SECURITY**

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

**ARTICLE 36**

**SENIORITY**

- 36.01 Seniority shall be deemed to have commenced on the date of appointment to the Postal Services Sub-Group and secondly to the date of hiring to the House of Commons, without any break in continuous employment.
- 36.02 Notwithstanding clause 36.01 above, the seniority credited to an employee by the Employer at the time when this agreement is signed shall be retained by the employee.
- 36.03 The seniority of an employee shall be the determining factor in vacation leave scheduling.

- 36.04 When two (2) or more employees have the same seniority, the employee whose surname is first alphabetically will be shown as such on the seniority list.
- 36.05 A seniority list covering each occupational sub-group consisting of name, date from which seniority shall accumulate, total accumulated seniority and classification of each employee shall be maintained and revised each year by the Employer and posted on bulletin boards.

**ARTICLE 37**

**AGREEMENT REOPENER**

- 37.01 This Agreement may be amended by mutual consent.

**ARTICLE 38**

**DURATION**

- \* 38.01 This collective agreement shall expire on June 30, 2014.
- \* 38.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on July 11, 2013.

COLLECTIVE AGREEMENT

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Signed at Ottawa, this \_\_\_\_ day of \_\_\_\_\_ 2013.

**THE HOUSE OF COMMONS  
Of CANADA**

**THE PUBLIC SERVICE  
ALLIANCE OF CANADA  
(PSAC)**

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Robert Frenette

---

Larry Rousseau  
Regional Executive  
Vice-President

---

Monique Enright

---

Carl Bisson

---

Carole Piette, Negotiator

---

David Sabourin

---

Morgan Gay, Negotiator

**APPENDIX A  
RATES OF PAY**

**Postal Services Sub-Group (PSG)**

**A Effective July 1st, 2011 – Economic increase – 1.75 %**

**B Effective July 1st, 2012 – Economic increase – 1.5 %**

**C Effective July 1st, 2013 – Economic increase – 2.0 %**

Level		1	2	3	4	5	6	7
B	From	\$78,368	\$81,503	\$84,763	\$88,153	\$91,678	\$95,347	\$99,160
	A	\$79,739	\$82,929	\$86,246	\$89,696	\$93,283	\$97,015	\$100,895
	B	\$80,935	\$84,173	\$87,540	\$91,041	\$94,682	\$98,470	\$102,409
	C	\$82,554	\$85,857	\$89,290	\$92,862	\$96,576	\$100,440	\$104,457
C	From	\$71,632	\$74,497	\$77,477	\$80,576	\$83,799	\$87,151	\$90,637
	A	\$72,886	\$75,801	\$78,832	\$81,986	\$85,266	\$88,676	\$92,223
	B	\$73,979	\$76,938	\$80,015	\$83,216	\$86,545	\$90,006	\$93,606
	C	\$75,458	\$78,477	\$81,615	\$84,880	\$88,275	\$91,806	\$95,479
D	From	\$62,809	\$65,320	\$67,934	\$70,652	\$73,477	\$76,416	\$79,473
	A	\$63,908	\$66,464	\$69,123	\$71,888	\$74,762	\$77,754	\$80,864
	B	\$64,867	\$67,460	\$70,160	\$72,967	\$75,884	\$78,920	\$82,076
	C	\$66,164	\$68,810	\$71,563	\$74,426	\$77,401	\$80,498	\$83,718
E	From	\$56,547	\$58,809	\$61,160	\$63,608	\$66,152	\$68,798	\$71,550
	A	\$57,536	\$59,838	\$62,230	\$64,721	\$67,310	\$70,001	\$72,802
	B	\$58,399	\$60,736	\$63,164	\$65,692	\$68,319	\$71,052	\$73,894
	C	\$59,567	\$61,950	\$64,427	\$67,005	\$69,686	\$72,473	\$75,372
F	From	\$51,044	\$53,086	\$55,209	\$57,417	\$59,713	\$62,103	\$64,587
	A	\$51,937	\$54,015	\$56,175	\$58,422	\$60,758	\$63,189	\$65,717
	B	\$52,716	\$54,825	\$57,018	\$59,298	\$61,669	\$64,137	\$66,703
	C	\$53,771	\$55,922	\$58,158	\$60,484	\$62,903	\$65,420	\$68,037
G	From	\$45,730	\$47,560	\$49,462	\$51,442	\$53,498	\$55,637	\$57,863
	A	\$46,530	\$48,392	\$50,327	\$52,342	\$54,434	\$56,611	\$58,876
	B	\$47,228	\$49,118	\$51,082	\$53,127	\$55,251	\$57,460	\$59,759
	C	\$48,173	\$50,101	\$52,104	\$54,189	\$56,356	\$58,609	\$60,954

**RATES OF PAY (continued)**  
**Postal Services Sub-Groups - PSG**

- A Effective July 1st, 2011 – Economic increase – 1.75%**
- B Effective July 1st, 2012 – Economic increase – 1.5 %**
- C Effective July 1st, 2013 – Economic increase – 2.0 %**

Level		1	2	3	4	5	6	7
H	From	\$40,987	\$42,625	\$44,331	\$46,105	\$47,948	\$49,866	\$51,861
	A	\$41,704	\$43,371	\$45,107	\$46,911	\$48,787	\$50,739	\$52,769
	B	\$42,330	\$44,022	\$45,784	\$47,615	\$49,519	\$51,500	\$53,560
	C	\$43,177	\$44,902	\$46,699	\$48,567	\$50,509	\$52,530	\$54,632
I	From	\$36,907	\$38,383	\$39,918	\$41,514	\$43,176	\$44,903	\$46,699
	A	\$37,553	\$39,055	\$40,617	\$42,241	\$43,931	\$45,688	\$47,516
	B	\$38,116	\$39,641	\$41,226	\$42,875	\$44,590	\$46,374	\$48,229
	C	\$38,878	\$40,434	\$42,051	\$43,732	\$45,482	\$47,301	\$49,193
J	From	\$31,308	\$32,562	\$33,864	\$35,218	\$36,627	\$38,092	\$39,616
	A	\$31,856	\$33,132	\$34,456	\$35,835	\$37,268	\$38,759	\$40,309
	B	\$32,334	\$33,629	\$34,973	\$36,372	\$37,827	\$39,340	\$40,914
	C	\$32,981	\$34,301	\$35,673	\$37,100	\$38,583	\$40,127	\$41,732
K	From	\$27,609	\$28,713	\$29,861	\$31,057	\$32,299	\$33,590	\$34,934
	A	\$28,092	\$29,216	\$30,384	\$31,600	\$32,865	\$34,178	\$35,545
	B	\$28,514	\$29,654	\$30,840	\$32,074	\$33,358	\$34,691	\$36,078
	C	\$29,084	\$30,247	\$31,457	\$32,716	\$34,025	\$35,384	\$36,800

**APPENDIX B  
MEMORANDUM OF AGREEMENT**

**BETWEEN  
THE HOUSE OF COMMONS  
AND  
THE POSTAL SERVICES BARGAINING UNIT**

**RE: A DEFERRED SALARY LEAVE PLAN**

This Memorandum of Agreement will confirm an understanding reached between the parties in respect of a deferred salary leave plan for the employees of the Postal Services bargaining unit.

Subject to prior approval, indeterminate employees of this Bargaining Unit may be eligible for Self-Funded Leave (S.F.L.) for up to one year.

**Purpose**

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

**Definition**

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

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

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

**Eligibility**

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

**Approval**

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



### Procedures

1. Employee applies for SFL, including salary deduction arrangements, providing as much advance notice as possible but not less than 18 months prior to the period of leave in question. Applications received involving shorter notice 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 months prior to the date for which the change is being requested but not later than six months prior to the leave start date.

2. Application is reviewed by authorized manager and approved if it meets the conditions stipulated in this document.
3. Copy of approved application is forwarded to Pay & Benefits section and to the Financial Institution.
4. Pay & Benefits Section prepares necessary pay action and notifies pay office.
5. DSS Pay Office deducts and transfers funds to an account opened by the employee with the Civil Service Co-Op.

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

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

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

### Taxation

1. It is understood that income tax deductions will not apply to the portion of salary being deferred into the SFL account.
2. It is understood that a source deduction will be made by the financial institution involved for income tax and other statutory deductions, in accordance with Section 153 of the Income Tax Act, upon release of the funds to the employee. The principal portion of such funds shall be deemed as wages.

3. It is the employee's responsibility to obtain the relevant tax interpretation bulletins as they affect the employee's own situation.

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

**Withdrawal/Deferral**

1. An employee may withdraw from the plan no later than six months prior to the planned leave date by giving written notice to the Employer. Withdrawal upon shorter notice will require Employer consent.
2. Where an employee who is a participant in the plan is identified as being redundant, the withdrawal notice period shall be waived and the employee shall have free access to the accumulated fund. Should an employee die or be placed on Long Term Disability prior to going on leave or is otherwise terminated the withdrawal notice period shall be waived and the estate or employee shall have immediate access to the accumulated fund.
3. Withdrawal from the program may entail an additional tax burden for the employee. The employee may on one occasion only, request that the leave be advanced or delayed where this will avoid the need to withdraw from the program. Management will make every reasonable effort, based upon operational feasibility, to accommodate the employee's request.
4. Given the financial liabilities that an employee would incur if called back to work while on self-funded leave, the Employer will exhaust all other available options prior to recalling the employee.
5. Due to significant unforeseen operational circumstances beyond the employer's control and where no other feasible option exists a participating employee's period of leave may be postponed by up to six months at the employer's request.
6. Since termination of employment would require withdrawal from the Self-Funded Leave program, participating employees will be responsible for the financial implications of such terminations.

### **Funding**

1. Employees fund the leave by authorizing the withholding of a portion of their basic salary, up to a maximum of 33⅓%, for deposit into a trust fund, on an ongoing basis, prior to the leave period.

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

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

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

**Note:** The employee may not be in receipt of salary, allowance or tuition reimbursement from the House of Commons while on Self-Funded Leave. (Reference: 1(a)(iii) Part LXVIII of the Income Tax Regulations).

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

### **Costs incurred by House of Commons**

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

### **Benefits to Employees**

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

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

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

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