

# **Collective Agreement**

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

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

**EXPIRY DATE:  
MARCH 31, 2020**



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**TABLE OF CONTENTS**

<b>PART A GENERAL .....</b>	<b>1</b>
PURPOSE AND SCOPE OF AGREEMENT .....	2
DEFINITIONS .....	2
OFFICIAL TEXTS.....	3
APPLICATION.....	3
4.03 Part-Time Employees .....	3
MANAGEMENT RIGHTS .....	4
RIGHTS OF EMPLOYEES .....	4
NO DISCRIMINATION OR HARASSMENT .....	4
<b>PART B STAFF RELATIONS MATTERS.....</b>	<b>5</b>
RECOGNITION.....	6
CHECKOFF .....	6
USE OF EMPLOYER FACILITIES .....	6
10.01 Access by an Institute Representative .....	6
10.02 Dissemination of Information .....	7
10.03 Institute Literature .....	7
INFORMATION .....	7
STEWARDS .....	7
12.04 Time off for Stewards .....	7
LEAVE FOR STAFF RELATIONS MATTERS FEDERAL PUBLIC SECTOR LABOUR RELATIONS AND EMPLOYMENT BOARD HEARINGS.....	8
13.01 Complaints under Section 13 of the Parliamentary Employment and Staff Relations Act .....	8
13.02 Applications for Certification, Representations and Interventions with respect to Applications for Certification .....	8

13.03 Employee Called as a Witness .....  
8

13.04 Adjudication Hearings and Alternate Dispute  
Resolution Process .....  
8

13.05 Employee Called as a Witness .....  
8

13.06 Employee Who is a Party .....  
8

13.07 Employee Who Acts as Representative .....  
8

13.08 Employee Called as a Witness .....  
8

MEETINGS DURING THE GRIEVANCE PROCESS .....  
8

13.09 Employee Presenting a Grievance .....  
8

13.10 Employee Who Acts as Representative .....  
8

13.11 Grievance Investigations.....  
9

OTHER 9

13.12 Contract Negotiation Meetings .....  
9

13.13 Preparatory Contract Negotiations Meeting .....  
9

13.14 Meetings between the Institute and Management .....  
9

13.15 Institute Meetings and Conventions .....  
9

13.16 Steward Training Courses .....  
9

13.17 Arbitration Board and Alternate Dispute Resolution  
Process .....  
9

INTERPRETATION OF AGREEMENT .....  
9

GRIEVANCES AND DISPUTE RESOLUTION.....  
9

JOINT CONSULTATION.....  
12

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE  
FILES .....  
12

DISCIPLINARY ACTION.....  
12

EMPLOYMENT REFERENCES.....  
13

EMPLOYMENT SECURITY .....  
13

---

20.02 Contracting Out .....	13
<b>PART C WORKING CONDITIONS .....</b>	<b>14</b>
HOURS OF WORK .....	15
21.01 General .....	15
21.03 Annual Schedule of Long and Short Weeks .....	15
21.04 Alternate Annual Schedule of Long and Short Weeks .....	15
21.05 Variable Schedules .....	15
OVERTIME .....	16
22.01 Definition .....	16
22.06 Call-back .....	17
22.11 Meal Allowance .....	18
TRAVELLING TIME .....	18
DESIGNATED PAID HOLIDAYS .....	19
24.03 Designated Paid Holiday Falling on a Day of Rest .....	19
24.05 Compensation for Work on a Paid Holiday .....	19
24.06 Designated Paid Holiday Coinciding with a Day of Paid Leave .....	20
LEAVE — GENERAL .....	20
VACATION LEAVE .....	20
26.02 Accumulation of Vacation Leave Credits .....	20
26.04 Entitlement to Vacation Leave with Pay .....	20
26.05 Provision for Vacation Leave .....	20
26.06 Replacement of Vacation Leave .....	21
26.07 Carry-over and Liquidation .....	21
26.08 Recall from Vacation Leave .....	21

26.10 Cancellation of Vacation Leave .....  
21

26.11 Leave when Employment Terminates .....  
21

26.12 Vacation Leave Credits for Severance Pay .....  
21

26.13 Recovery on Termination .....  
21

26.14 Supplementary Vacation Leave Credits .....  
22

26.15 One-time Vacation Leave Credit .....  
22

SICK LEAVE .....  
23

27.01 Credits .....  
23

OTHER LEAVE WITH OR WITHOUT PAY .....  
24

28.02 Bereavement Leave with Pay .....  
24

28.03 Maternity Leave without Pay .....  
24

28.04 Maternity Benefit .....  
25

28.05 Special Maternity Allowance for Totally Disabled  
Employees .....  
26

28.06 Parental Leave without Pay .....  
27

28.07 Parental Benefits .....  
27

28.08 Special Parental Allowance for Totally Disabled  
Employees .....  
29

28.09 Leave without Pay for Care and Nurturing .....  
29

28.10 Leave without Pay for Personal Needs .....  
30

28.11 Leave with Pay for Family-Related Responsibilities ..  
30

28.12 Court Leave with Pay .....  
31

28.13 Injury-on-Duty Leave with Pay .....  
31

28.14 Examination Leave .....  
31

28.15 Voting Leave .....  
31

28.16 Personnel Selection Leave .....  
31

---

28.17 Leave with Pay for Religious Observances .....	31
28.18 Leave without Pay with Income-Averaging .....	32
28.19 Personal Leave .....	32
28.20 Leave with Pay for Medical Appointment .....	32
28.21 Other Leave with Pay .....	32
28.22 Other Leave without Pay .....	32
28.23 Position on Returning from Leave .....	32
CAREER DEVELOPMENT .....	32
29.01 General .....	32
29.02 Implementation .....	32
29.03 Consultation .....	32
29.04 Career Development Activities .....	33
29.05 Education Leave .....	33
29.06 Attendance at Conferences and Conventions .....	33
29.07 Professional Development .....	34
29.08 Course Reimbursement .....	34
SEVERANCE PAY .....	35
(a) Lay-off .....	35
(b) Death .....	35
(c) Rejection on Probation .....	35
(d) Termination for Incapacity or Incompetence .....	35
30.04 Appointment to another Organization .....	35
30.05 Severance Termination .....	35
TECHNOLOGICAL CHANGE .....	35
HEALTH AND SAFETY .....	36

---

HEALTH INSURANCE PLANS .....  
36

PUBLICATIONS AND AUTHORSHIP .....  
37

CONFLICT OF INTEREST .....  
37

TELEWORK .....  
37

PRIVACY AND CONFIDENTIALITY .....  
37

**PART D PAY AND DURATION .....  
38**

PAY ADMINISTRATION .....  
39

    38.05 Acting Pay .....  
        39

    38.06 Pay Increment Administration .....  
        39

    38.07 Pay Increment Periods .....  
        40

    38.08 Pay Increment Date .....  
        40

    38.09 Rate of Pay on Promotion .....  
        40

    38.10 Where the New Maximum Rate does not exceed  
        the Former Maximum Rate by Four Percent or  
        More .....  
        40

    38.11 Rate of Pay on Demotion .....  
        40

    38.12 Rate of Pay on Reclassification to a Level with a  
        Lower Maximum Rate .....  
        40

AGREEMENT REOPENER .....  
41

DURATION .....  
41

**APPENDIX A .....  
43**

RATES OF PAY .....  
43

    Procedural Clerks and Analysis and Reference (IPG) .....  
    43

**APPENDIX B .....  
44**

LETTER OF AGREEMENT - HOURS OF WORK .....  
44

**APPENDIX C .....  
46**

MEMORANDUM OF AGREEMENT DEFERRED SALARY  
LEAVE PLAN.....



46

**APPENDIX-D** .....

**49**

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

49

**PART A  
GENERAL**

1.

**PURPOSE AND SCOPE OF AGREEMENT**

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

2.

**DEFINITIONS**

2.01 For the purpose of this Agreement:

- (a) "bargaining unit" means the employees of the Employer in the Procedural Clerks and Analysis and Reference SubGroups as described in the certificate issued by the Public Service Staff Relations Board on April 15, 1987; « *unité de négociation* »
- (b) "Continuous employment" means continuous employment and other employment with breaks in service of less than three (3) months in:
- (i) the House of Commons or another institution that is an employer under the terms of section 3 of the *Parliamentary Employment and Staff Relations Act*;
  - (ii) the office of a Member of Parliament; or
  - (iii) a department named in Schedule 1, a portion of the federal public administration named in Schedule IV, or a separate agency in Schedule V of the *Financial Administration Act*.  
« *emploi continu* »
- (c) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);  
« *taux de rémunération journalier* »
- (d) "day of rest" means a day, other than a designated paid holiday, on which an employee is not ordinarily required to perform assigned duties, other than by reason of being on leave;  
« *jour de repos* »
- (e) "designated paid holiday" means the twentyfour (24) hour period commencing at 00:01 hour on a day designated as a holiday in this Agreement;  
« *jour férié payé* »
- (f) "double time" means two (2) times the employee's hourly rate of pay;  
« *tarif double* »
- (g) "employee" means a person who is so defined by the *Parliamentary Employment and Staff Relations Act* and is a member of the bargaining unit;  
« *employé* »
- (h) "Employer" means the House of Commons as represented by the Board of Internal Economy and includes any person authorized to exercise the authority of the Board of Internal Economy;  
« *employeur* »
- (i) "hourly rate of pay" means a fulltime employee's weekly rate of pay divided by thirtyfive (35);  
« *taux de rémunération horaire* »
- (j) "Institute" means the Professional Institute of the Public Service of Canada;  
« *Institut* »
- (k) "layoff" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function;  
« *mise en disponibilité* »
- (l) "leave" means authorized absence from duty;  
« *congé* »

- (m) "membership dues" means the dues established pursuant to the bylaws and regulations of the Institute as the dues payable by its members as a consequence of their membership in the Institute, and shall not include any initiation fee, insurance premium, or special levy;  
« *cotisations syndicales* »
- (n) "straight time" means the equivalent of the employee's hourly rate of pay;  
« *tarif normal* »
- (o) "time and onehalf" means one and onehalf (1½) times the employee's hourly rate of pay; and  
« *tarif et demi* »
- (p) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176.  
« *taux de rémunération hebdomadaire* »

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

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

### 3.

#### OFFICIAL TEXTS

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

### 4.

#### APPLICATION

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

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

#### 4.03 **Part-Time Employees**

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

- (a) the part-time employee shall be paid at the hourly rate of pay for all hours of work performed up to thirtyfive (35) hours in a week;
- (b) leave will only be provided:
  - (i) where it may displace other leave as prescribed by this Agreement, or
  - (ii) during those periods in which the part-time employee is scheduled to perform assigned duties.
- (c) the day-of-rest provisions in this Agreement apply only in a week when the part-time employee has worked a minimum of thirtyfive (35) hours in the week;
- (d) the part-time employee shall not be paid for the designated holidays but shall instead be paid a premium of four point six percent (4.6%) for all straight-time hours during the period of part-time employment;
- (e) the parttime employee who is required to work on a day prescribed as a designated paid holiday for a fulltime employee in clause 24.01 of this Agreement shall be compensated at time and onehalf (1 ½) the hourly rate of pay for all hours worked on the holiday; and

- (f) notwithstanding the provisions of Article 30 (Severance Pay), an employee whose continuous employment is a combination of both fulltime and parttime continuous employment shall, for the purpose of severance pay, have those completed years of parttime continuous employment reduced in the same proportion as the parttime weekly hours of work compare with the normal scheduled weekly hours of work of a fulltime employee, and when such an employee is, on the date of the termination of employment, a parttime employee, the weekly rate of pay referred to in Article 30 shall be the weekly rate of pay that the employee is being paid on termination, adjusted to the full-time weekly rate.

**5.**

**MANAGEMENT RIGHTS**

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

**6.**

**RIGHTS OF EMPLOYEES**

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

**7.**

**NO DISCRIMINATION OR HARASSMENT**

- 7.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, mental or physical disability, conviction for which a pardon has been granted, family status, marital status, or membership or activity in the Institute.
- 7.02 The Institute and the Employer recognize the right of employees to work in an environment free from any form of harassment. The parties agree that harassment will not be tolerated in the workplace. For purposes of this Agreement, "harassment", "sexual harassment" and "abuse of authority" shall have the meaning the terms are given in the House of Commons Harassment Prevention Policy.
- 7.03 It is not a discriminatory practice for the Employer to adopt or carry out a special program, plan or arrangement designed to prevent disadvantages that are likely to be suffered by, or to eliminate or reduce disadvantages that are suffered by, any group of individuals when those disadvantages would be or are based on or related to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or disability of members of that group, by improving opportunities respecting services, facilities, accommodation or employment in relation to that group.
- 7.04 Where a person delegated by the Employer to hear a grievance dealing with discrimination or harassment is the subject of the complaint, the Employer shall appoint another representative to hear the grievance.

**PART B**  
**STAFF RELATIONS MATTERS**

8.

**RECOGNITION**

- 8.01 The Employer recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on April 15, 1987, in respect of the Procedural Clerks and the Analysis and Reference Sub-Groups.
- 8.02 The Employer recognizes that it is a proper function and a right of the Institute to bargain with a view to arriving at a Collective Agreement, and the Employer and the Institute agree to bargain in good faith in accordance with the provisions of the *Parliamentary Employment and Staff Relations Act*.

9.

**CHECKOFF**

- 9.01 The Employer shall, as a condition of employment, deduct an amount equal to the amount of the membership dues from the monthly pay of each employee.
- 9.02 The Institute shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee as stipulated in clause 9.01.
- 9.03 For the purpose of clause 9.01, deductions from pay for each employee in respect of each month shall start with the first full month of employment to the extent that earnings are available.
- 9.04 An employee who satisfies the Employer and the Institute by affidavit that the employee:
- (a) is a member of a recognized religious organization whose doctrine prevents as a matter of conscience financial contributions to an employee organization, and
  - (b) will make contributions equal to dues to a charitable organization,
- shall not be subject to this Article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved.
- 9.05 No employee organization as defined in section 3 of the *Parliamentary Employment and Staff Relations Act*, other than the Institute, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of an employee.
- 9.06 The amount deducted in accordance with clause 9.01 shall be remitted to the Institute by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee, with the social insurance number and deductions made on behalf of that employee.
- 9.07 The Employer agrees to make deductions for other purposes on the basis of the production of appropriate documentation.
- 9.08 The Institute agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer, in which case the liability shall be limited to the amount of the error.
- 9.09 When it is mutually acknowledged that an error has been committed, the Employer shall endeavour to correct such error within the two (2) pay periods following the acknowledgement of error.
- 9.10 The Employer agrees to supply each employee with an official receipt for income tax purposes of membership dues deducted from pay pursuant to this Article, such receipt to be provided on or before February 28 following the taxation year.

10.

**USE OF EMPLOYER FACILITIES**

10.01 **Access by an Institute Representative**

An accredited representative of the Institute may be permitted access to the Employer's premises on stated Institute business and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer.

**10.02 Dissemination of Information**

Reasonable access to means of communication available at the House of Commons shall be provided to the Institute for the dissemination of official notices. Notices or other material shall require the prior approval of the Employer, except notices relating to the business affairs of the Institute and social recreational events. The Employer shall have the right to refuse the dissemination of any information it considers adverse to its interests or to the interests of any of its representatives.

**10.03 Institute Literature**

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

**11.**

**INFORMATION**

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

11.02 The Employer agrees to make an electronic version of this Agreement and any amendments thereto available to employees.

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

11.04 A new employee shall have an electronic version of this Agreement made available to him or her, and also be provided with a description of duties and responsibilities and detailed information concerning the pension plan and insurance plans within five (5) working days of the employment start date. Changes made to the above documents shall be communicated electronically to the employees.

**12.**

**STEWARDS**

12.01 The Employer acknowledges the right of the Institute to appoint stewards from amongst the members of the bargaining unit.

12.02 The Employer and the Institute shall, by mutual agreement, determine the area of jurisdiction of each steward, having regard to the organization plan and the distribution of employees.

12.03 The Institute shall inform the Employer promptly and in writing of the names of its stewards, their jurisdiction, and of any subsequent changes.

**12.04 Time off for Stewards**

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



13.

**LEAVE FOR STAFF RELATIONS MATTERS  
FEDERAL PUBLIC SECTOR LABOUR RELATIONS AND EMPLOYMENT BOARD HEARINGS**

13.01 **Complaints under Section 13 of the Parliamentary Employment and Staff Relations Act**

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

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

Where operational requirements permit, the Employer shall grant leave without pay:

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

13.03 **Employee Called as a Witness**

The Employer shall grant leave with pay:

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

13.04 **Adjudication Hearings and Alternate Dispute Resolution Process**

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

13.05 **Employee Called as a Witness**

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

13.06 **Employee Who is a Party**

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

13.07 **Employee Who Acts as Representative**

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

13.08 **Employee Called as a Witness**

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

**MEETINGS DURING THE GRIEVANCE PROCESS**

13.09 **Employee Presenting a Grievance**

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

13.10 **Employee Who Acts as Representative**

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

**13.11 Grievance Investigations**

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

**OTHER**

**13.12 Contract Negotiation Meetings**

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

**13.13 Preparatory Contract Negotiations Meeting**

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

**13.14 Meetings between the Institute and Management**

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

**13.15 Institute Meetings and Conventions**

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

**13.16 Steward Training Courses**

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

**13.17 Arbitration Board and Alternate Dispute Resolution Process**

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

**14.**

**INTERPRETATION OF AGREEMENT**

14.01 The parties agree that in the event of a dispute arising out of the interpretation of a clause or Article in this Agreement, it is desirable that the parties should meet within a reasonable time and seek to resolve the problem. This Article shall not prevent an employee using the grievance procedure provided in this Agreement.

**15.**

**GRIEVANCES AND DISPUTE RESOLUTION**

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

- 15.01 The parties recognize the value of informal discussions between employees and their supervisors to the end that problems may be resolved without recourse to a formal grievance. The parties encourage such discussions and may, where appropriate and requested, provide assistance to help facilitate a resolution of the problem acceptable to the employee and the supervisor. When an employee, within the limits prescribed in clause 15.08, gives notice of a desire to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.
- 15.02 An employee who wishes to present a grievance at any prescribed level in the grievance procedure shall transmit the grievance to the immediate supervisor or local officer-in-charge, who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level, and
  - (b) provide the employee with a receipt stating the date on which the grievance was received.
- 15.03 An employee's grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.
- 15.04 Subject to and as provided in section 62 of the *Parliamentary Employment and Staff Relations Act*, an employee who feels unjustly treated or aggrieved by an action or lack of action by the Employer is entitled to present a grievance in the manner prescribed in clause 15.02, except that:
- (a) where there is another administrative procedure provided by or under any Act of Parliament to deal with the specific complaint, that procedure must be followed, and
  - (b) where the grievance relates to the interpretation or application of this Agreement or an arbitral award, the employee is not entitled to present the grievance unless the employee has the approval of and is represented by the Institute.
- 15.05 (a) There shall be no more than a maximum of two (2) levels in the grievance procedure. These levels shall be as follows:
- (i) first level - the responsible Director or Principal Clerk; and
  - (ii) final level - the Clerk or the Clerk's designate.
- (b) The purpose of the first level is to provide disclosure of information relating to the problem or disagreement, which will facilitate open discussions and the exploration of a voluntary resolution acceptable to all parties to the grievance. Where appropriate and agreed by the parties, the services of a mediator may be employed. A decision rendered at this level shall report only that the grievance has been resolved or that the grievance has not been resolved.
- 15.06 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.
- The information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Institute.
- 15.07 An employee who so wishes may be assisted and/or represented by the Institute when presenting a grievance at any level. The Institute shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 15.08 An employee may present a grievance to the first level of the procedure, in the manner prescribed in clause 15.02, not later than the fifteenth (15th) working day after the date on which the employee is notified orally or in writing or on which the employee first becomes aware of the action or circumstances giving rise to the grievance.
- 15.09 An employee may present a grievance to the final level in the grievance procedure:
- (a) where the decision at the first level is not satisfactory to the employee, within ten (10) working days after that decision has been conveyed in writing to the employee by the Employer, or
  - (b) where the Employer has not conveyed a decision at the first level to the employee within the time prescribed in clause 15.10, within fifteen (15) working days after the employee presented the grievance at the first level.
- 15.10 The Employer shall normally reply to an employee's grievance at the first level of the grievance procedure within ten (10) working days after the grievance is presented, and within thirty (30) working days where the grievance is presented at the final level.

- 15.11 Where an employee has been represented by the Institute in the presentation of a grievance, the Employer shall provide the appropriate representative of the Institute with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 15.12 Where a grievance has been presented up to and including the final level in the grievance process, and the grievance is not one that may be referred to adjudication, the decision on the grievance taken at the final level in the grievance process is final and binding and no further action may be taken under the *Parliamentary Employment and Staff Relations Act*.
- 15.13 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated holidays shall be excluded.
- 15.14 The time limits stipulated in this procedure may be extended by agreement of the Employer and the employee and, where appropriate, the Institute representative, except as provided in clause 15.16.
- 15.15 Where it appears that the nature of the grievance is such that direct reference to the final level is desirable, the first level may be eliminated by agreement of the Employer and the employee and, where applicable, the Institute.
- 15.16 Where the Employer terminates, demotes, denies an appointment or denies a classification level to an employee, the grievance procedure set forth in this Agreement shall apply except that:
- (a) the grievance may be presented at the final level only, and
  - (b) the thirty (30) working day time limit within which the Employer is to reply at the final level may be extended to a maximum of forty (40) working days by mutual agreement of the Employer and the appropriate representative of the Institute.
- 15.17 An employee may, by written notice to the immediate supervisor or local officer in charge, abandon a grievance.
- 15.18 An employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond the employee's control, the employee was unable to comply with the prescribed time limits.
- 15.19 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon a grievance or refrain from exercising the right to present a grievance, as provided in this Agreement.
- 15.20 Where an employee has presented a grievance up to and including the final level in the grievance procedure with respect to:
- (a) the interpretation or application in respect of the employee of a provision of this Agreement or a related arbitral award,
  - (b) disciplinary action resulting in suspension or a financial penalty,
  - (c) termination of employment, other than rejection on probation in respect of an initial appointment,
  - (d) demotion,
  - (e) where an employee has been denied an appointment, the Employer's evaluation of the skill, fitness and ability of the employee with respect to the employee's qualification for the appointment, and
  - (f) subject to subsection 5(3) of the *Parliamentary Employment and Staff Relations Act*, the Employer's classification of an employee,
- and the grievance has not been dealt with to the employee's satisfaction, the employee may refer the grievance to adjudication in accordance with the provisions of the *Parliamentary Employment and Staff Relations Act* and Regulations.

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

**16.**

**JOINT CONSULTATION**

- 16.01 The parties acknowledge the mutual benefits to be derived from joint consultation and will consult on matters of common interest.
- 16.02 The subjects appropriate for joint consultation shall be determined by mutual agreement of the parties.
- 16.03 The Joint Consultation Committee shall be composed of mutually agreed numbers of employees and Employer representatives and shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.
- 16.04 Employees forming the membership of the Joint Consultation Committee shall be protected against any loss of normal pay by reason of attendance at such meetings with management.
- 16.05 The Joint Consultation Committee is prohibited from agreeing to items which would alter any provision of this Agreement.
- 16.06 Wherever possible, the Employer shall consult with representatives of the Institute at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.
- 16.07 Any significant change affecting working conditions or conditions of employment shall be communicated to employees and to the Institute in writing at least thirty (30) working days prior to the introduction of the change, to the extent that this is possible.

**17.**

**EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

- 17.01 (a) For the purpose of this Article, a formal evaluation of an employee's performance is any written assessment or appraisal by any supervisor of how well the employee has performed assigned duties during a specified period in the past.
- (b) Such an evaluation shall be recorded on a form prescribed by the Employer for this purpose.
- 17.02 (a) When a formal evaluation of an employee's performance is made, the employee concerned shall be given an opportunity to sign the evaluation form in question upon its completion to indicate that its contents have been read. The employee's signature on the evaluation form shall be considered an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained in the form. A copy of the evaluation form shall be provided to the employee at the time it is signed by the employee.
- (b) The Employer's representative(s) who evaluate an employee's performance must have observed or been aware of the employee's performance for at least onehalf (1/2) of the period for which the employee's performance is evaluated.
- 17.03 An employee who disagrees with a formal performance evaluation shall have the right to present written counter arguments to the manager(s) or committee(s) responsible for the evaluation decision and to have such written arguments placed in the employee's personnel file.
- 17.04 Upon an employee's written request, the personnel file of that employee shall be made available for examination in the presence of an authorized representative of the Employer.
- 17.05 When a report pertaining to performance or conduct is placed on an employee's personnel file, the employee shall be given an opportunity to sign the report in question to indicate that its contents have been read.

**18.**

**DISCIPLINARY ACTION**

- 18.01 The Employer and the Institute agree that appropriate disciplinary action will be taken for just and reasonable cause and will normally be progressive.
- 18.02 Where an employee is required to attend a meeting on disciplinary matters, the employee is entitled to have, on request, a representative of the Institute attend the meeting. The employee shall be advised in writing of the meeting and its purpose at least forty-eight (48) hours, constituting two (2) working days, prior to the meeting. The employee may waive this minimum notice period.
- 18.03 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document concerning the conduct or performance of an employee the existence of which the employee was not aware of at the time of filing or within a reasonable time thereafter.
- 18.04 Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period. This period will automatically be extended by the length of any period of leave without pay for more than three (3) months.
- 18.05 (a) When suspension or dismissal is to be applied to an employee, the Employer undertakes to notify the employee in writing of the reason for such measures. The Employer shall endeavour to give such notification at the time the measures are taken or, if that is not possible, within a reasonable time thereafter.
- (b) The Employer shall notify a local representative of the Institute that suspension or dismissal is being applied.

**19.**

**EMPLOYMENT REFERENCES**

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

**20.**

**EMPLOYMENT SECURITY**

- 20.01 The Employer shall make every reasonable effort not to lay off employees during the term of this Agreement and to ensure that reductions in the workforce are accomplished through attrition. This is subject to the willingness and capacity of individual employees, who would otherwise be laid off, to undergo retraining and accept reassignment.
- 20.02 **Contracting Out**
- The Employer shall continue past practice in giving all reasonable consideration to continued employment in the House of Commons of employees who would otherwise become redundant because work is contracted out.

**PART C  
WORKING CONDITIONS**

**21.****HOURS OF WORK****21.01 General**

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

- 21.02 (a) The work year shall be eighteen hundred and twenty (1820) hours.
- (b) The workweek shall be Monday to Friday inclusive and shall average thirtyfive (35) hours per week exclusive of meal break periods. Saturday and Sunday shall be days of rest.
- (c) Straight time hours of work shall be worked between 07:30 hours and 20:00 hours, provided that an employee would not normally leave before 16:00 hours. An employee may not be required to work in excess of scheduled daily hours of work, exclusive of meal break periods, for regular pay.
- (d) The Employer shall make every reasonable effort to minimize the number of occasions on which an employee is required to work for regular pay beyond 18:00 hours. To this end, the Employer shall consult with affected employees and consider their wishes wherever possible in scheduling such work.

**21.03 Annual Schedule of Long and Short Weeks**

- (a) The hours of work required pursuant to clause 21.02 shall be established as follows: for thirtynine (39) weeks per year, the workweek shall be thirtyseven and onehalf (37½) hours; for thirteen (13) weeks per year, the workweek shall be twentyseven and onehalf (27½) hours.
- (b) Workweeks of twenty-seven and one-half (27 ½) hours shall normally be completed in four (4) days. At the request of the employee and with the concurrence of the Employer, an employee may complete these hours of work in a period of other than four (4) days.
- (c) The Employer shall establish, as soon as practicable, for the coming year, the schedule of 37½ and 27½ hour weeks. In so doing, the Employer shall consult with the Institute and consider the wishes of employees. Employees shall be informed in writing of the annual schedule before the beginning of the year in question.
- (d) The employee or the Employer may designate up to four (4) of the short workweeks as "floating weeks" to be scheduled at times agreed to by the employee and the Employer.
- (e) The Employer may change the annual schedule established pursuant to paragraphs (a), (b) and (c) above in order to meet operational requirements of the House of Commons or in response to employee requests regarding the annual schedule. Prior to implementing such changes, the Employer will consult with representatives of the Institute. The Employer agrees to make every reasonable effort to minimize the number and scope of changes to the annual schedule arising from operational requirements of the House of Commons.
- (f) Notwithstanding paragraphs (a), (b) and (c) above, the Employer may, following reasonable notice to and meaningful consultation with the Institute, implement a continuing thirty-five (35) hour workweek.

**21.04 Alternate Annual Schedule of Long and Short Weeks**

- (a) An employee may, by notifying the Employer in writing within ten (10) working days of the annual schedule being announced or by December 15, whichever is later, elect to vary the annual schedule in clause 21.03 as follows: long workweeks shall be forty (40) hours and short workweeks shall be twenty (20) hours, provided that all other provisions in clause 21.03 shall apply. The Employer shall permit such variation subject to operational requirements.
- (b) Workweeks of twenty (20) hours shall normally be completed in three (3) days. At the request of the employee and with the concurrence of the Employer, an employee may complete these hours of work in a period of other than three (3) days.
- (c) The employee may withdraw from this variation on the annual schedule with thirty (30) calendar days' written notice, subject to the concurrence of the Employer. In order to meet operational requirements, the Employer may end the employee's variation on the annual schedule with thirty (30) calendar days' written notice. There shall be no additional cash payment to the employee solely by reason of a withdrawal from the alternate annual schedule. Remaining hours of work in a calendar year shall be adjusted accordingly.

**21.05 Variable Schedules**



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

**(a) Variable Daily Schedule**

Notwithstanding paragraph 21.02(c), at the request of the employee and with the concurrence of the Employer, an employee may work flexible hours on a daily basis, provided that such hours are worked between 07:30 hours and 20:00 hours, and further provided that an employee would not normally leave before 16:00 hours.

**(b) Variable Weekly Schedule**

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

- 21.06 An employee shall normally be required to submit a monthly attendance report indicating leave taken and other absences. Where the Employer has reasonable cause to believe that an employee has abused hours of work provisions, an alternate attendance reporting requirement may be implemented by the Employer.
- 21.07 The provisions of this Agreement shall be administered in accordance with the terms of Appendix B, Memorandum of Agreement on Hours of Work, which forms part of this Agreement.

**22.**

**OVERTIME**

**22.01 Definition**

- (a) "Overtime" means work required by the Employer to be performed in excess of the employee's total normal daily hours of work.
- (b) An employee who is required to attend a social or cultural activity when travelling outside Canada on official business shall normally be compensated at straight time.
- (c) In the event that an employee is required to perform work during a social or cultural activity referred to in paragraph (b) above, the employee shall be compensated as per the provisions of this Article for all hours so worked.

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

- (a) at time and onehalf (1½) for each hour of overtime worked, except as provided for in paragraphs (b), (c) and (e) below;
- (b) at double time (2) for each hour of overtime worked after fifteen (15) hours' work in a normal workday or after seven (7) hours' work on a day of rest;
- (c) at double time (2) for each hour of overtime worked on the employee's second or subsequent day of rest, provided that the employee also worked on the first day of rest, where second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;
- (d) at time and onehalf (1½) for each hour worked on a designated holiday, in addition to the compensation that would have been granted had the employee not worked on the designated holiday; and
- (e) at double time (2) for all time worked on a designated paid holiday contiguous to a second day of rest on which the employee also worked and received overtime compensation in accordance with paragraph (c) above, in addition to the pay that would have been granted had the employee not worked on the holiday.

**22.03 Where the normal hours of work on a normal workday are changed by the Employer so that an employee is scheduled to perform work outside the period 07:30 hours through 18:00 hours, the following shall also apply:**

- (a) where the employee has not received a minimum written notice of thirtysix (36) hours of the requirement to work normal hours of work outside the period 07:30 hours through 18:00 hours, each hour worked outside this period shall be compensated at the applicable overtime rate; and

- (b) where the employee has received a minimum notice of thirtysix (36) hours of the requirement to work normal hours of work outside the period 07:30 hours through 18:00 hours, each hour worked beyond 20:00 hours shall be compensated at the applicable overtime rate.
- 22.04 Notwithstanding any other provision of this Article and for greater certainty, all hours of work required of an employee by the Employer in excess of an average of thirty-five (35) hours per week at year's end shall be compensated at time and onehalf (1½).
- 22.05 All calculations for overtime shall be based on each completed period of fifteen (15) minutes.
- 22.06 **Call-back**
- (a) An employee who reports to work as requested by the Employer any time outside the employee's normal working hours or on a day of rest shall be entitled to the greater of:
- (i) a minimum of three (3) hours' pay at the applicable overtime rate, or
  - (ii) compensation at the applicable overtime rate for each hour worked.
- (b) An employee on assignment away from Parliament Hill and on travel status may not benefit from the minimum remuneration provision of subparagraph (a) (i) above.
- \* For greater clarity, an employee who is notified while in transit to work that they are no longer required to report to work will be compensated as outlined in 22.06 (a).
- 22.07 (a) Notwithstanding paragraph 22.08(a), in respect of fifty percent (50%) of the overtime compensation earned in a calendar year by an employee who is paid at the IPG-E level, the employee shall be entitled to choose either:
- (i) cash at the applicable premium rate laid down in this Article for some or all of such earned credits, or
  - (ii) compensatory leave at the applicable premium rate laid down in this Article for some or all of such earned credits.
- Subject to operational requirements, the Employer shall make every reasonable effort to grant compensatory leave in such amounts and at such times as the employee may request.
- (b) In respect of the remaining fifty percent (50%) of the overtime compensation earned by an employee in a calendar year, the employee shall from time to time, at the request of the Employer, submit plans for scheduling compensatory leave. Subject to operational requirements, the Employer shall make every reasonable effort to grant compensatory leave in the amounts and at the times set out in the employee's plans.
- (c) The Employer reserves the right to schedule the employee's compensatory leave where no acceptable plan has been submitted in accordance with paragraph (b) above, but shall provide reasonable consideration to scheduling such leave according to the employee's wishes.
- (d) All compensatory leave earned in a calendar year and outstanding on September 30 of the next calendar year shall be paid at the employee's applicable rate of pay on September 30. At the request of the employee and with the concurrence of the Employer, compensatory leave may be carried forward beyond September 30 for use as leave not later than thirty (30) calendar days after the opening of the next Parliament. Where leave carried forward cannot be taken by this date, the Employer reserves the right to schedule the leave at a subsequent time, but shall provide reasonable consideration to scheduling such leave according to the employee's wishes.
- (e) An employee whose employment with the Employer is terminated shall receive pay in lieu of accumulated but unused compensatory leave at the employee's daily rate of pay on the final day of employment.
- 22.08 (a) Subject to clause 22.07, in respect of one hundred percent (100%) of the overtime compensation earned by an employee during the course of a Parliament, the employee shall be entitled to compensatory leave at the applicable premium rate laid down in this Article.
- (b) The employee shall from time to time, at the request of the Employer, submit plans for scheduling compensatory leave accumulated during the course of a Parliament. Subject to operational requirements, the Employer shall make every reasonable effort to grant compensatory leave in the amounts and at the times set out in the employee's plans.
- (c) The Employer reserves the right to schedule the employee's compensatory leave where no acceptable plan has been submitted in accordance with paragraph (b) above, but shall provide reasonable consideration to scheduling such leave according to the employee's wishes.

- (d) All or any portion of the compensatory leave outstanding thirty (30) calendar days after the opening of a Parliament shall, at the request of the employee, be paid at the employee's applicable rate of pay on that date.

Subject to the Employer's approval, which shall not be denied without just cause, the aforementioned payment may be effected at any other time of the year at the request of the employee.

The Employer reserves the right to schedule any remaining compensatory leave at a subsequent time, but shall provide reasonable consideration to scheduling such leave according to the employee's wishes.

- (e) An employee whose employment with the Employer is terminated shall receive pay in lieu of accumulated but unused compensatory leave at the employee's applicable rate of pay on the final day of employment.

22.09 Notwithstanding the provisions of article 22.07 and paragraphs 22.08(b), (c) and (d), all or any portion of an employee's accumulated but unused compensatory leave may, at any time and at the discretion of the Employer, be paid at the employee's rate of pay. Where the Employer pays any number of hours of an employee's compensatory leave under this paragraph, such payment shall also be made to all other employees who have the same or a greater amount of accumulated but unused compensatory leave. The Employer shall provide, in writing, reasonable notice of the intention to make such payment and shall give reasonable consideration to any acceptable plan submitted by an employee for scheduling compensatory leave in lieu of payment. Such a plan may not be refused without just cause.

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

22.11 **Meal Allowance**

(a) An employee who works three (3) or more hours of overtime immediately before or immediately following the scheduled hours of work shall be reimbursed for one meal in the amount of twelve dollars (\$12.00), except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order to take a meal either at or adjacent to the place of work.

(b) An employee who works ten (10) or more hours on a day of rest or a statutory holiday shall be reimbursed for one (1) meal in the amount and under the conditions specified in paragraph (a) above.

(c) An employee who works continuously for four (4) hours or more beyond the period provided in either paragraph (a) or (b) above, as the case may be, shall be reimbursed for one additional meal in the amount of twelve dollars (\$12.00), except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order to take a meal break either at or adjacent to the place of work.

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

23.

**TRAVELLING TIME**

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

(a) an employee who travels on a normal working day shall receive the regular pay for that day and be compensated at the applicable overtime rate for the first eight (8) hours travelled in excess of the normal daily hours of work and at straight time for the remaining contiguous hours travelled; and

(b) an employee who travels on a day of rest or on a designated paid holiday shall be compensated at the applicable overtime rate for the first eight (8) hours travelled and at straight time for the remaining contiguous hours travelled.

23.02 For the purpose of clause 23.01, the travelling time for which an employee shall be compensated is as follows:

(a) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure as determined by the Employer;

- (b) for travel by private means of transportation, the normal time, as determined by the Employer, to proceed from the employee's place of residence or workplace, as applicable, directly to the destination and directly back to the place of residence or workplace;
  - (c) in the event that an alternate time of departure and/or means of travel is requested by the employee and authorized by the Employer, compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination; and
  - (d) travelling time shall include time necessarily spent at each stopover en route, up to a maximum of three (3) hours, provided that such a stopover does not include an overnight stay.
- 23.03 All calculations for travelling time shall be based on each completed period of fifteen (15) minutes.
- 23.04 Travelling time shall be compensated in accordance with clauses 22.07, 22.08, 22.09 and 22.10.
- 23.05 The provisions of this Article do not apply to an employee during a stay at an intermediate stopover or final destination.
- 23.06 Compensation under this Article shall not be recognized for travel time to courses, training sessions, conferences and seminars unless so provided for in Article 29 (Career Development).

**24.****DESIGNATED PAID HOLIDAYS**

- 24.01 Subject to clause 24.02, the following days shall be designated paid holidays for employees:
- (a) New Year's Day,
  - (b) Good Friday,
  - (c) Easter Monday,
  - (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
  - (e) St. John the Baptist Day,
  - (f) Canada Day,
  - (g) Labour Day,
  - (h) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
  - (i) Remembrance Day,
  - (j) Christmas Day,
  - (k) Boxing Day, and
  - (l) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first Monday in August.
- 24.02 An employee on leave without pay on both the full working day immediately preceding and the full working day immediately following a designated paid holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 13 (Leave for Staff Relations Matters).
- 24.03 **Designated Paid Holiday Falling on a Day of Rest**
- When a designated paid holiday under clause 24.01 coincides with an employee's day of rest, the holiday shall normally be moved to the employee's first normal working day following the day of rest. However, if the following day is also a sitting day for the House of Commons, the Employer may move the holiday to the normal working day immediately preceding the designated paid holiday.
- 24.04 When a designated paid holiday is moved to another day under the provisions of clause 24.03,
- (a) work performed on the day from which the holiday was moved shall be considered work performed on a day of rest, and
  - (b) work performed on the day to which the holiday was moved shall be considered work performed on a holiday.
- 24.05 **Compensation for Work on a Paid Holiday**

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

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

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

**25.**

**LEAVE — GENERAL**

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

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

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

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

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

**26.**

**VACATION LEAVE**

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

**26.02 Accumulation of Vacation Leave Credits**

An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least seventy (70) hours:

- (a) eleven decimal sixty-six (11.66) hours per month until the month in which the employee's fifteenth (15th) anniversary of continuous employment occurs;
- (b) fourteen decimal fifty-eight (14.58) hours per month, commencing with the month in which the employee's fifteenth (15th) anniversary of continuous employment occurs; and
- (c) seventeen decimal five (17.5) hours per month, commencing with the month in which the employee's twenty-eighth (28th) anniversary of continuous employment occurs.

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

(b) Notwithstanding paragraph (a), an employee's currently recognized years of employment shall not be 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.

**26.04 Entitlement to Vacation Leave with Pay**

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

**26.05 Provision for Vacation Leave**

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

- (a) to provide vacation leave in an amount and at such time as the employee may request, and

- (b) not to recall to duty an employee who has proceeded on vacation leave.

**26.06 Replacement of Vacation Leave**

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

- (a) bereavement leave,
- (b) sick leave on production of a medical certificate,
- (c) leave with pay because of illness in the immediate family, or
- (d) court leave,

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

**26.07 Carry-over and Liquidation**

- (a) Where in any vacation year an employee has not been granted all vacation leave credited, the unused portion of vacation leave shall be carried over.
- (b) During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits shall be compensated at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment to the employee's substantive position on December 31.
- (c) Effective January 1, 2005, when the unused portion of vacation leave carried over by an employee under paragraph (a) exceeds the vacation leave credits earned during the employee's previous two vacation years, the employee shall, at the request of the Employer, submit a plan for scheduling vacation leave so as to reduce the leave credits carried over to no more than what the employee earned in the two years.
- (d) The Employer reserves the right to schedule the employee's excess vacation leave where no acceptable plan has been submitted in accordance with paragraph (c) above, but shall provide reasonable consideration to scheduling such leave according to the employee's wishes.

**26.08 Recall from Vacation Leave**

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

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

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

**26.10 Cancellation of Vacation Leave**

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

**26.11 Leave when Employment Terminates**

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

**26.12 Vacation Leave Credits for Severance Pay**

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

**26.13 Recovery on Termination**

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

**26.14 Supplementary Vacation Leave Credits**

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

- (a) The employee must submit a request for supplementary vacation leave credits by October 1 immediately prior to the vacation year in which the employee intends to use such credits. The employee's request must include a plan, provided in good faith, for using all supplementary vacation leave credits. The Employer shall reply to the employee's request by November 1.
- (b) Provision of supplementary vacation leave credits shall be governed by clause 26.05.
- (c) On approval of the employee's request, the employee's regular bi-weekly salary payments during the vacation year in which supplementary vacation leave credits are to be taken shall be reduced according to the following formula:

annual salary X number of credit hours X 0.000548

26 weeks

- (d) The reduction in salary payments required under paragraph (c) above should not affect the definition of the employee's pay for any other purpose.
- (e) The employee shall make every reasonable effort not to carry over supplementary vacation leave credits from one year to another. Paragraph 26.07(b) shall not apply.

\* **26.15 One-time Vacation Leave Credit**

- (a) Employees shall be credited a one-time entitlement of thirty-five (35) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of continuous employment.
- (b) The vacation leave credits provided in clauses 26.15 (a) above shall be excluded from the carry-over of vacation leave provisions stipulated in clause 26.07.

**27.**

**SICK LEAVE**

**27.01 Credits**

Sick leave credits shall be earned at the rate of eight decimal seventy five (8.75) hours for each calendar month for which an employee receives pay for at least seventy (70) hours.

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

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

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

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

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

27.06 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 27.02, sick leave with pay may, at the discretion of the Employer, be granted:

- (a) for a period of up to twenty-five (25) days if the employee is awaiting a decision on an application for injury-on-duty leave, or
- (b) for a period of up to fifteen (15) days if the employee has not submitted an application for injury-on-duty leave,

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

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

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

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



28.

**OTHER LEAVE WITH OR WITHOUT PAY**

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

**28.02 Bereavement Leave with Pay**

- (a) For the purpose of this clause, immediate family is defined as the father, mother, child (or alternatively stepparent, foster parent, stepchild or ward) or grandchild of the employee or the employee's spouse or common-law spouse; brother, sister, spouse or common-law spouse or grandparent of the employee; legal ward or any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) When a member of an employee's immediate family dies, the employee shall be entitled to a bereavement period of five (5) working days away from duty which does not extend beyond the day following the day of the funeral or memorial service.
  - (i) During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for that employee.
  - (ii) In special circumstances and at the request of the employee, the five (5) day bereavement period may be moved beyond the day following the day of the funeral or memorial service but must include the day of the funeral or memorial service.
  - (iii) In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (c) An employee is entitled to up to one (1) day's bereavement leave with pay for a purpose related to the death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law or grandparent of the employee's spouse or common-law spouse.
- (d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in paragraphs (b) and (c) above.
- (e) If, during a period of compensatory leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave with pay under this clause, the employee shall be granted bereavement leave with pay and compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (f) An employee may request annual, compensatory, personal leave or leave without pay in order to attend the funeral or memorial service of individuals not meeting the definition of "immediate family" as described in paragraph (a) or individuals not mentioned in paragraph (c) of the present article. Such a request shall not be unreasonably denied.

**28.03 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 28.03 (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 hospitalised;
- the period of maternity leave without pay defined in sub-clause 28.03 (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 28.03 (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 27 (Sick Leave with Pay). For purposes of this sub-clause, the terms 'illness' or 'injury' used in Article 27 (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.

#### 28.04 Maternity Benefit

- (A) An employee who has been granted maternity leave without pay shall be paid a maternity benefit in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clause 28.04 (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 benefit;
    - (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;

$$\frac{\text{(allowance received)} \quad \times \quad \text{(remaining period to be worked following her return to work)}}{\text{[total period to be worked as specified in (b)]}}$$

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 28.04 (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 benefits paid under the SUB Plan will consist of the following:

- (1) (a) where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
  - (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; and
  - (c) where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety three per cent (93%) of her weekly rate of pay, less any other monies earned during this period.
- (2) At the employee's request, the payment referred to in sub-paragraph 28.04 (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 benefits to which an employee is entitled is limited to that provided in clause 28.04 (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 28.04 (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 28.04 (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 28.04 (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 28.04 (C) (5), and subject to sub-clause 28.04 (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 benefits, the benefits shall be adjusted accordingly.
  - (8) Maternity benefits paid under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

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

(A) An employee who:

- (1) fails to satisfy the eligibility requirement specified in sub-clause 28.04 (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 28.04 (A), other than those specified in subclauses 28.04 (A) (3) (a) and 28.04 (A) (3) (b);

shall be paid, in respect of each week of maternity allowance not received for the reason described in clause 28.05 (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 a benefit under this clause and under clause 28.04 for a combined period of no more than the number of weeks during which she would have been eligible for 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 28.05 (A) (1).

(C) Transitional Provisions:

The employee who has commenced or has requested but not commenced maternity leave without pay on the day this Collective Agreement is signed shall be entitled, upon request, to the provisions of this article. Any and all requests must be received prior to the end of the leave initially requested.

#### 28.06 Parental Leave without Pay

(A) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to 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 date 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.

#### 28.07 Parental Benefits

(A) An employee who has been granted parental leave without pay, shall be paid a parental benefit in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clause 28.07 (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 benefit, in addition to the period of time referred to in paragraph 28.04 (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:

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

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 28.07 (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 28.07 (A) (3) (b), without activating the recovery provisions described in sub-paragraph 28.07 (A) (3) (c).
- (C) Parental benefits paid in accordance with the SUB Plan will consist of the following:
  - (1) (a) where an employee is subject to a waiting period 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) 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;
  - (d) where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance and thereafter remains on parental leave without pay, she/he is eligible to receive a further parental allowance for a period of one (1) week at ninety three per cent (93%) of his or her weekly rate of pay , less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in (A) (C) (1) (c) for the same child.
- (2) At the employee's request, the payment referred to in subparagraph 28.07 (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 28.07 (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 28.07 (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 28.07 (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 28.07 (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 28.07 (C) (5), and subject to sub-paragraph 28.07 (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 benefit, the benefit shall be adjusted accordingly.
- (8) Parental benefits paid 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.

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

(A) An employee who:

- (1) fails to satisfy the eligibility requirement specified in sub-paragraph 28.07 (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 28.07 (A), other than those specified in sub-paragraphs 28.07 (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 28.08 (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 benefits under this clause and under clause 28.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, 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 28.08 (A) (1).

#### 28.09 **Leave without Pay for Care and Nurturing**

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

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

**28.10 Leave without Pay for Personal Needs**

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

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

- \* (a) For the purpose of this clause, a family member is defined as a spouse or common-law spouse, child (including child of such spouse or common-law spouse), parent (including stepparent or foster parent), grandchild, legal ward as well as 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 to minimize or preclude absences from work;
  - (ii) to provide for the immediate and temporary care of a sick family member and to make alternative care arrangements where the illness is of a longer duration; and
  - (iii) for needs directly related to the birth or to the adoption of the employee's child.
- (c) The total leave with pay which may be granted under this clause shall not exceed thirty-five (35) hours in a calendar year.
- (d) It is recognized by the parties that the circumstances which call for leave for family-related responsibilities are based on individual circumstances. On request, the Employer may, at its discretion after considering the circumstances, grant leave with pay for a period greater than that provided for in paragraph (c) above.
- (e) Seven (7) hours out of the thirty-five (35) hours stipulated in clause 28.11 (c) may be used:
  - (i) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
  - (ii) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
  - (iii) to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

**28.12 Court Leave with Pay**

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

- (a) to be available for jury selection;
- (b) to serve on a jury; or
- (c) by subpoena or summons, to attend as a witness in any proceeding held:
  - (i) in order under the authority of a court of justice or before a grand jury,
  - (ii) before a court, judge, justice, magistrate or coroner,
  - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the line of duty,
  - (iv) before a provincial legislature or any committee thereof that is authorized by law to compel the attendance of witnesses before it, or
  - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

**28.13 Injury-on-Duty Leave with Pay**

An employee shall be granted injury on duty leave with pay for such reasonable period as may be determined by the Employer, where it is determined by a provincial workers' compensation board that the employee is unable to perform assigned duties because of:

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

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

**28.14 Examination Leave**

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

**28.15 Voting Leave**

An employee who is a qualified elector shall be granted leave with pay, for a specified duration in accordance with the applicable legislation, for the purpose of casting votes in federal, provincial and municipal elections and referendums.

**28.16 Personnel Selection Leave**

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

**28.17 Leave with Pay for Religious Observances**

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



**28.18 Leave without Pay with Income-Averaging**

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

**28.19 Personal Leave**

- (a) 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.
- (b) 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.

\* **28.20 Leave with Pay for Medical Appointment**

An employee shall be granted up to three (3) hours per visit with pay to attend routine medical or dental or periodic check-up appointments. Any hours spent beyond the three (3) hours may, at the employer's discretion, be deducted from the employee's sick leave.

**28.21 Other Leave with Pay**

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

**28.22 Other Leave without Pay**

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

**28.23 Position on Returning from Leave**

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

**29.**

**CAREER DEVELOPMENT**

**29.01 General**

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

- (a) Career development is a shared responsibility of management and employees, requiring joint planning and investment.
- (b) Individual employees are responsible for identifying their career development needs in consultation with management and for planning, investing in, and implementing a career development program as agreed with management.
- (c) Management is responsible for actively promoting and guiding career development and, to this end, shall make every effort to provide appropriate resources and opportunities.

**29.02 Implementation**

The performance evaluation process shall be used to ensure effective planning and monitoring of career development opportunities. The employee and the supervisor shall discuss the appropriate career development activities necessary to achieve immediate and longer-term objectives.

**29.03 Consultation**

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

**29.04 Career Development Activities**

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

**29.05 Education Leave**

- (a) An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement.
- (i) Where an employee on education leave attends a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable the employee to fill a present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide, the employee shall receive an allowance in lieu of salary equivalent to from fifty percent (50%) to one hundred percent (100%) of basic salary. The percentage of the allowance is at the discretion of the Employer. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- (ii) Where an employee on education leave is undertaking additional or special studies in some field of education that is not directly related to current work, but nonetheless contributes to professional development and may eventually help the employee assume other duties and responsibilities within the organization, or corresponds to professional development interests linked to career advancement possibilities within the House, the employee may receive an allowance in lieu of salary. The percentage of the allowance, up to fifty percent (50%) of basic salary, is at the discretion of the Employer. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- (iii) Where an employee on education leave is undertaking additional or special studies in some field of education not covered by subparagraphs (i) or (ii) above, the employee shall receive no allowance.
- (b) Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- (c) As a condition of the granting of education leave, the employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If, without the Employer's permission, the employee:
- (i) fails to complete the course,
- (ii) does not resume employment with the Employer on completion of the course, or
- (iii) ceases to be employed, except by reason of death or layoff, before termination of the period the employee has undertaken to serve after completion of the course,
- the employee shall repay the Employer all allowances paid under this clause during the education leave or such lesser sum as shall be determined by the Employer.

**29.06 Attendance at Conferences and Conventions**

- (a) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- (b) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions, which are related to the employee's field of specialization, subject to operational constraints.
- (c) The Employer may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- (d) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.
- (e) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to the employee's field of employment, may be

granted leave with pay for this purpose and may, in addition, be reimbursed for payment of convention or conference registration fees and reasonable travel expenses.

- (f) An employee shall not be entitled to any compensation under Article 22 (Overtime) and Article 23 (Travelling Time) in respect of hours the employee is in attendance at, or travelling to or from, a conference or convention under the provisions of this clause, except as provided by paragraph (d) above.

**29.07 Professional Development**

- (a) The parties to this Agreement share a desire to improve professional standards by giving employees the opportunity on occasion:
  - (i) to participate in workshops, short courses or similar outservice programs to keep up to date with knowledge and skills in their respective fields;
  - (ii) to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer; and
  - (iii) to carry out research in the employees' field of specialization not specifically related to assigned work projects when in the opinion of the Employer such research is needed to enable the employees to better fill their present roles.
- (b) Subject to the Employer's approval, an employee shall receive leave with pay in order to participate in the activities described in paragraph 29.05(a).
- (c) An employee may apply at any time for professional development under this clause, and the Employer may select an employee at any time for such professional development.
- (d) When an employee is selected by the Employer for professional development under this clause, the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- (e) An employee selected for professional development under this clause shall continue to receive normal compensation, including any increase for which the employee may become eligible. The employee shall not be entitled to any compensation under Articles 22 (Overtime) and 23 (Travelling Time) while on professional development under this clause.
- (f) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses, as the Employer deems appropriate.

**29.08 Course Reimbursement**

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

\*  
**30.****SEVERANCE PAY**

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

**(a) Lay-off**

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

**(b) Death**

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

**(c) 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) Termination for Incapacity or Incompetence**

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

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

- (b) Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 30.01 and 30.05 be pyramided.

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

For greater certainty, payments in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) made pursuant to 30.05 to 30.08 under Appendix D or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

**30.04 Appointment to another Organization**

An employee who resigns to accept an appointment with an organization listed in Schedule V of the Financial Administration Act shall be paid any outstanding payment in lieu of severance, if applicable under Appendix D.

**30.05 Severance Termination**

Employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) and who opted to defer their payment, should consult the former provisions outlining the payment in lieu found at Appendix D.

**31.****TECHNOLOGICAL CHANGE**

- 31.01 (a) The parties shall consult as far as possible in advance of the introduction of technological change in order to find ways and means of maximizing the benefits of technological change on operations and minimizing any adverse effects on employees which might result from such changes.
- (b) The Employer shall make every reasonable effort to communicate to employees the intent or purpose of any proposed technological change.
- 31.02 The subject-matter for consultation on technological change shall include, but not be limited to, the following:
- (a) effects on employees and the impact on operations,
- (b) needs and opportunities for technological change identified by either party,
- (c) technological options,
- (d) implementation strategies,
- (e) training and support, and
- (f) ergonomic considerations.
- Consultation shall occur at the Joint Consultation Committee (see clause 16.03) or through such other means as may be agreed to by the Institute and the Employer.
- 31.03 When, as a result of technological change, an employee requires new skills or knowledge in order to perform duties required by the Employer, the Employer shall make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.
- 31.04 For greater certainty, the provisions of Article 32 (Health and Safety) and Article 20 (Employment Security) apply in respect of the introduction of technological change.

**32.**

**HEALTH AND SAFETY**

- 32.01 Both the Professional Institute and the Employer recognize the right of employees to work in a safe and healthy environment. Consequently, they are committed to actively promote such an environment.
- 32.02 The Employer shall continue to make all reasonable provisions for the occupational health and safety of employees.
- 32.03 Where an employee deems that a complaint under the House of Commons Safety and Health Policy has not been resolved to his satisfaction, the employee may present a grievance which shall be reviewed promptly in accordance with article 15.
- 32.04 The Employer releases Institute representatives, without loss of pay, to attend meetings of Joint Occupational Safety and Health Committee.

**33.**

**HEALTH INSURANCE PLANS**

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

**34.**

**PUBLICATIONS AND AUTHORSHIP**

- 34.01 The Employer agrees to continue the present practice of ensuring that employees have ready access to all publications considered necessary to their work by the Employer.
- 34.02 The Employer agrees that original articles and professional or technical papers prepared by an employee within the scope of employment shall be retained on appropriate House of Commons files for the normal life of such files.
- 34.03 At the discretion of the Employer, when an employee acts as sole or joint author or editor of an original House publication, such authorship or editorship may be shown in that publication.
- 34.04 (a) The Employer may suggest revisions to an employee's material and may withhold approval to publish such material.
- (b) When approval for publication is withheld, the author shall be so informed.
- (c) Where the Employer wishes to make changes in material submitted for publication with which the author does not agree, that employee shall not be credited publicly if the employee so requests.

**35.**

**CONFLICT OF INTEREST**

- 35.01 The Employer recognizes the right of employees to conduct their personal affairs without limitation, provided that this does not conflict with the House of Commons policy on conflict of interest.
- 35.02 Changes to policy and practice with regard to conflicts of interest shall be the subject of timely joint consultation.

**36.**

**TELEWORK**

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

**37.**

**PRIVACY AND CONFIDENTIALITY**

- 37.01 The Employer recognizes and respects the employee's right to privacy, including the confidentiality of an employee's personal communications and the protected status of personal information.
- 37.02 The Institute recognizes the employee's responsibility to use means of communication in an informed and responsible manner and the Employer's right to ensure acceptable usage.
- 37.03 Changes to policy and practice with regard to acceptable usage and monitoring shall be the subject of timely joint consultation.

**PART D  
PAY AND DURATION**

**38.****PAY ADMINISTRATION**

- 38.01 (a) An employee who is not on "Salary Protection Status" is entitled to be paid for services rendered in the scale of rates of pay specified in Appendix A-1 and Appendix A-2.
- (b) An employee who is on "Salary Protection Status" is entitled to be paid for services rendered in the scale of rates of pay specified in Appendix A-1.
- 38.02 (a) The rates of pay set forth in Appendix A-1 and Appendix A-2 shall become effective on the dates specified therein.
- (b) Where the rates of pay set forth in Appendix A-1 and Appendix A-2 have effective dates prior to the date of signing of this Agreement, the following shall apply:
- (i) "retroactive period" for the purpose of subparagraphs (ii) and (iii) below means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day this Agreement is signed;
- (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or, in the case of death, the estates of former employees who were employees in the bargaining unit during the retroactive period;
- (iii) rates of pay shall be paid in an amount equal to what would have been paid had this Agreement been signed on the effective date of the revision in rates of pay;
- (iv) in order for former employees or, in the case of death, the former employees' representatives to receive payment in accordance with subparagraph (iii) above, the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) calendar days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment shall cease; and
- (v) no payment or notification shall be made pursuant to paragraph 38.02 (b) for one dollar (\$1.00) or less.
- 38.03 Only the rates of pay and compensation for overtime which have been paid to an employee during the retroactive period shall be recomputed and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay shall be paid to the employee.
- 38.04 When two or more of the following actions occur on the same date - namely, an appointment, a pay increment and a pay revision - an employee's rate of pay shall be calculated in the following order:
- (a) the employee shall receive the pay increment;
- (b) the employee's rate of pay shall be revised; and
- (c) the employee's rate of pay on appointment shall be established in accordance with this Agreement.
- 38.05 **Acting Pay**
- (a) When an employee is required by the Employer to perform substantially the duties of a higher position on an acting basis for a period of at least ten (10) consecutive working days, the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if promoted to that higher position for the period in which the employee acts, such pay to be determined in accordance with clauses 38.09 and 38.10.
- (b) When a day designated as a paid holiday occurs during the qualifying period set out in paragraph (a) above, the holiday shall be considered a day worked for purposes of the qualifying period.
- (c) When the employee is granted leave with pay during the qualifying period described in paragraph (a) above, such leave shall not break the qualifying period but shall extend it by an amount equal to the period of leave with pay.
- 38.06 **Pay Increment Administration**
- An employee, other than one whose performance is assessed as unsatisfactory, shall be granted pay increments until the maximum rate of the range established for that employee's classification level is reached.



**38.07 Pay Increment Periods**

**(a) Full-Time Employees**

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

**(b) Part-Time Employees**

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

**38.08 Pay Increment Date**

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

**38.09 Rate of Pay on Promotion**

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

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

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

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

**38.11 Rate of Pay on Demotion**

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

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

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

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

(b) Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. With respect to the pay of the incumbent, this may be cited as Salary Protection Status and, subject to subparagraph (c)(ii) below, shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level.

(c) (i) The Employer shall make a reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group and/or level of the position.

(ii) In the event that an incumbent declines an offer of transfer to a position as described in subparagraph (i) above without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.

**39.**

**AGREEMENT REOPENER**

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

**40.**

**DURATION**

\* 40.01 This Collective Agreement shall expire on March 31, 2020.

\* 40.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on October 12, 2018.

Signed in Ottawa, on \_\_\_\_\_, 2019.

**THE HOUSE OF COMMONS**

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

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Eric Janse

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Debi Daviau, President, PIPSC

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Colette Labrecque-Riel

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Jubilee Jackson

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Jeffrey LeBlanc

---

Erica Peirera

---

Jeremy LeBlanc

---

Stéphanie Haché

---

Ian McDonald

---

Isabelle Dumas

---

Antonia Francis

---

Alexandre Grandmaître

---

Annie Carpentier

---

Jean-Denis Kusion

---

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 Jennifer Robichaud

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 Pierre Ouellet

**APPENDIX A**  
**RATES OF PAY**  
**Procedural Clerks and Analysis and Reference (IPG)**  
**Bargaining Unit**

**A Effective April 1, 2018 - 1.75 % Economic Increase**

**B Effective April 1, 2019 - 1.75 % Economic Increase**

Level		1	2	3	4	5	6	7
<b>B</b>	<b>From</b>	\$87,188	\$90,677	\$94,303	\$98,075	\$101,998	\$106,079	\$110,321
	<b>A</b>	\$88,714	\$92,264	\$95,954	\$99,792	\$103,783	\$107,935	\$112,252
	<b>B</b>	\$90,267	\$93,878	\$97,633	\$101,538	\$105,599	\$109,824	\$114,216
<b>C</b>	<b>From</b>	\$79,695	\$82,882	\$86,197	\$89,645	\$93,231	\$96,961	\$100,839
	<b>A</b>	\$81,089	\$84,333	\$87,706	\$91,214	\$94,863	\$98,657	\$102,604
	<b>B</b>	\$82,508	\$85,809	\$89,241	\$92,810	\$96,523	\$100,384	\$104,399
<b>D</b>	<b>From</b>	\$69,879	\$72,673	\$75,581	\$78,604	\$81,747	\$85,018	\$88,418
	<b>A</b>	\$71,102	\$73,945	\$76,903	\$79,980	\$83,177	\$86,506	\$89,965
	<b>B</b>	\$72,346	\$75,239	\$78,249	\$81,380	\$84,633	\$88,019	\$91,540
<b>E</b>	<b>From</b>	\$62,912	\$65,428	\$68,044	\$70,767	\$73,598	\$76,541	\$79,603
	<b>A</b>	\$64,013	\$66,573	\$69,235	\$72,006	\$74,886	\$77,881	\$80,996
	<b>B</b>	\$65,133	\$67,738	\$70,446	\$73,266	\$76,196	\$79,244	\$82,414
<b>F</b>	<b>From</b>	\$56,789	\$59,062	\$61,423	\$63,880	\$66,434	\$69,093	\$71,856
	<b>A</b>	\$57,783	\$60,095	\$62,498	\$64,998	\$67,597	\$70,302	\$73,114
	<b>B</b>	\$58,794	\$61,147	\$63,592	\$66,135	\$68,780	\$71,532	\$74,393

<b>G</b>	<b>From</b>	\$50,877	\$52,913	\$55,029	\$57,232	\$59,520	\$61,900	\$64,376
	<b>A</b>	\$51,768	\$53,839	\$55,992	\$58,233	\$60,561	\$62,983	\$65,503
	<b>B</b>	\$52,673	\$54,782	\$56,972	\$59,252	\$61,621	\$64,085	\$66,649
<b>H</b>	<b>From</b>	\$45,601	\$47,423	\$49,321	\$51,294	\$53,345	\$55,479	\$57,699
	<b>A</b>	\$46,399	\$48,253	\$50,184	\$52,192	\$54,278	\$56,450	\$58,708
	<b>B</b>	\$47,211	\$49,097	\$51,063	\$53,105	\$55,228	\$57,438	\$59,736
<b>I</b>	<b>From</b>	\$41,061	\$42,704	\$44,411	\$46,187	\$48,035	\$49,957	\$51,955
	<b>A</b>	\$41,780	\$43,451	\$45,189	\$46,996	\$48,876	\$50,831	\$52,864
	<b>B</b>	\$42,511	\$44,212	\$45,979	\$47,818	\$49,731	\$51,721	\$53,790
<b>J</b>	<b>From</b>	\$34,832	\$36,227	\$37,675	\$39,182	\$40,749	\$42,380	\$44,075
	<b>A</b>	\$35,442	\$36,861	\$38,335	\$39,868	\$41,463	\$43,122	\$44,847
	<b>B</b>	\$36,062	\$37,506	\$39,006	\$40,566	\$42,188	\$43,876	\$45,631
<b>K</b>	<b>From</b>	\$30,717	\$31,945	\$33,223	\$34,552	\$35,935	\$37,371	\$38,866
	<b>A</b>	\$31,255	\$32,504	\$33,804	\$35,157	\$36,564	\$38,025	\$39,546
	<b>B</b>	\$31,801	\$33,073	\$34,396	\$35,772	\$37,204	\$38,690	\$40,238

## APPENDIX B

### LETTER OF AGREEMENT - HOURS OF WORK

The Employer and the Professional Institute of the Public Service of Canada agree that the Collective Agreement shall be administered according to the following provisions:

#### General

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

#### Article 2 — Interpretation and Definitions

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

#### Article 22 — Overtime

5. Compensation shall be paid on a normal workday for time worked in excess of the employee's scheduled hours of work for that day, at the rate of time and onehalf (1 1/2) for each hour worked.

6. Time worked on a day of rest or a designated paid holiday shall be compensated in accordance with paragraphs 22.02 (b) and (c).

**Article 24 — Designated Paid Holidays**

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

**Articles 26 and 27 — Vacation Leave and Sick Leave**

8. For greater certainty, the converted amounts are as follows:
- (a) one and onequarter (1 1/4) days equal eight decimal seven five (8.75) hours;
  - (b) one and twothirds (1 2/3) days equal eleven decimal six seven (11.667) hours; and
  - (c) two and onetwelfth (2 1/12) days equal fourteen decimal five eight three (14.583) hours;

**Leave — Usage**

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

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

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

**APPENDIX C**

**MEMORANDUM OF AGREEMENT  
DEFERRED SALARY LEAVE PLAN**

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

**SELFFUNDED LEAVE POLICY**

**Policy**

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

**Purpose**

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

**Definition**

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

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

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

**Eligibility**

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

**Approval**

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

**Procedures**

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

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

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

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

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

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

### **Taxation**

1. It is understood that income tax deductions will not apply to the portion of salary being deferred into the SFL account.
2. It is understood that a source deduction will be made by the financial institution involved for income tax and other statutory deductions, in accordance with section 153 of the *Income Tax Act*, upon release of the funds to the employee. The principal portion of such funds shall be deemed as wages.
3. It is the employee's responsibility to obtain the relevant tax interpretation bulletins as they affect his own situation.

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

### **Withdrawal/Deferral**

1. An employee may withdraw from the plan no later than six months prior to the planned leave date by giving written notice to the Employer. Withdrawal upon shorter notice will require Employer consent.
2. Where an employee who is a participant in the plan is identified as being redundant, the withdrawal notice period shall be waived and the employee shall have free access to the accumulated fund. Should an employee die or be placed on Long-Term Disability prior to going on leave or is otherwise terminated the withdrawal notice period shall be waived and the estate or employee shall have immediate access to the accumulated fund.
3. Withdrawal from the program may entail an additional tax burden for the employee. The employee may on one occasion only, request that the leave be advanced or delayed where this will avoid the need to withdraw from the program. Management will make every reasonable effort, based upon operational feasibility, to accommodate the employee's request.
4. Given the financial liabilities that an employee would incur if called back to work while on selffunded 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 SelfFunded Leave program, participating employees will be responsible for the financial implications of such terminations.

### **Funding**

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

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

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 SelfFunded 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 his/her return to work.

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

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

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

Signed in Ottawa on December 11, 2003.

## APPENDIX-D

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

This appendix is to reflect the language agreed to by the Employer and the Professional Institute of the Public Service of Canada for the elimination of severance pay for voluntary separations (resignation and retirement) on December 31, 2013. These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.

**Effective December 31, 2013, Articles 30.01 (b) & (c) are deleted from the collective agreement.**

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

**(a) Lay-off**

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

**(b) Resignation**

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

**(Effective until December 31, 2013)**

**(c) Retirement**

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

**(Effective until December 31, 2013)**

**(d) Death**

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

**(e) Rejection on Probation**

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

**(f) Termination for Incapacity or Incompetence**

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

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

(b) Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under clause 30.01 and 30.05 be pyramided.

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

For greater certainty, payments made pursuant to 30.05 to 30.08 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

30.04 **Appointment to another Organization**

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 30.01 (b) prior to December 31, 2013 or 30.05 to 30.08 commencing on January 1<sup>st</sup>, 2014.

30.05 **Severance Termination**

(a) Subject to 30.02 (b) above, indeterminate employees on January 1<sup>st</sup>, 2014, 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 30.02 (b) above, term employees on January 1<sup>st</sup>, 2014, 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**

30.06 **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 January 1<sup>st</sup>, 2014, or
- (b) As a single payment at the time of the employee's termination of employment from the House of Commons, based on the rate of pay of the employee's substantive position at the date of termination of employment from the House of Commons, or
- (c) L'employé(e) qui a droit à une indemnité de départ en vertu des alinéas a) ou b) a droit de choisir une des options décrites au paragraphe 30.06. Cependant, l'employé(e) doit faire son choix dans les trois (3) mois qui suivent sa nomination au sein de l'unité de négociation. As a combination of (a) and (b), pursuant to 30.07 (c).

30.07 **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 the date of signature.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the date of signature.
- (c) The employee who opts for the option described in 30.06 (c) must specify the number of complete weeks to be paid out pursuant to 30.06 (a) and the remainder to be paid out pursuant to 30.06 (b).
- (d) An employee who does not make a selection under 30.07 (b) will be deemed to have chosen option 30.06 (b).

30.08 **Appointment from a Different Bargaining Unit**

This clause applies in a situation where an employee is appointed into a position in the Procedural Clerks and Analysis and Reference bargaining unit from a position outside the Procedural Clerks and Analysis and Reference bargaining unit where, at the date of appointment, provisions similar to those in 30.01 (b) and (c) are still in force, unless the appointment is only on an acting basis.

(a) Subject to 30.02 (b) above, on the date an indeterminate employee becomes subject to this agreement after January 1<sup>st</sup>, 2014, he or she shall be entitled to 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 30.02 (b) above, on the date a term employee becomes subject to this agreement after January 1<sup>st</sup>, 2014, he or she shall be entitled to severance payment payable under 30.06 (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 or her substantive position on the day preceding the appointment.
- (c) An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 30.06, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.