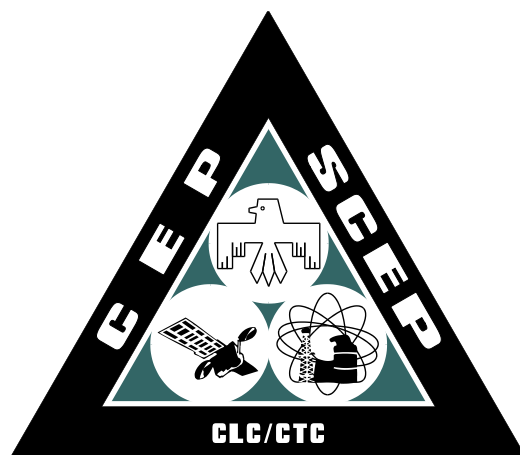


# Collective Agreement

**AGREEMENT BETWEEN  
THE HOUSE OF COMMONS  
AND THE  
COMMUNICATIONS, ENERGY  
AND PAPERWORKERS  
UNION (CEP)**

**TECHNICAL GROUP  
BARGAINING UNIT**

**EXPIRY DATE: MARCH 31, 2014**





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### **PURPOSE OF AGREEMENT**

It is the intent and purpose of this Agreement to recognize a common interest between the House of Commons and the Communications, Energy and Paperworkers Union (CEP) in promoting a harmonious and mutually beneficial relationship between the House and its employees, consistent with the rights of both parties. It is further the intent and purpose of this Agreement to foster a friendly spirit which shall prevail at all times between the Employer and the employees, and to this end this Agreement is signed in good faith by the two parties. The Agreement is therefore designed to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.

## ARTICLE 1

### DEFINITIONS

- 1.1 Hereinafter in this Agreement, reference to "Employer" shall mean the House of Commons as represented by the Board of Internal Economy and any person authorized to exercise the authority of the Board of Internal Economy.

Reference to the "Union" or "CEP" shall mean the Communications, Energy and Paperworkers Union.

Except as hereinafter specifically described the following definitions apply throughout this Agreement.

1.2 **Continuous Employment**

"Continuous employment" also includes continuous employment in the Senate, the Library of Parliament, Departments named in Schedule A to the *Financial Administration Act* and those portions of the Public Service identified in Part I of Schedule I of the *Public Service Staff Relations Act* to which the Public Service Commission has exclusive right of appointment.

- 1.3 "Days Off" shall mean, subject to clause 16.8, two (2) consecutive days, Saturday and Sunday, which shall hereafter be referred to as the scheduled days off.

- 1.4 "Employee" means a person described in the *Parliamentary Employment and Staff Relations Act* (PESRA) who is a member of the Bargaining Unit.

- 1.5 "Leave with pay" means an authorized absence from work during which an employee continues to receive their straight-time hourly rate of pay and such other benefits which an employee receives solely because the employee is in receipt of pay.

**ARTICLE 2**

**RECOGNITION**

- 2.1 The Employer recognizes the Communications, Energy and Paperworkers Union (CEP) as the exclusive bargaining agent for all employees in the Technical group as described in the certificate issued by the Public Service Staff Relations Board on March 24, 1987.
- 2.2 Short-term or long-term employees will not be hired to avoid posting and filling indeterminate position(s) in the bargaining unit. However, term appointments may be used to meet operational and organizational requirement to cover leaves specified in the collective agreement, additional requirements during peak periods, requirements for projects, contracts and service agreements, while a vacant position is being staffed or when backfilling a position to replace employees on assignments. Where term appointments are to exceed twelve (12) months, the Employer will, upon request, give the reasons to the Union.

**ARTICLE 3**

**MANAGEMENT RIGHTS**

- \* 3.1 The Communications, Energy and Paperworkers Union (CEP) recognizes the right of the Employer to manage and direct the activities of the House of Commons. However, in exercising these responsibilities the Employer must abide by the provisions of this collective agreement. The Employer agrees to exercise their management rights in a fair and reasonable manner.

**ARTICLE 4**

**UNION RIGHTS**

- \* 4.1 **Dues Check-Off**
- Union dues and assessments shall be deducted monthly by the Employer from all employees in the bargaining unit. The Union will provide the Employer with a schedule, which it may amend at any time, setting out the amount(s) to be deducted from all earnings of every employee, beginning with their date

of hiring as: indeterminate, long-term contract, part-time or more than seven hundred (700) hours over a calendar year or short-term contract when extended to more than six (6) months of continuous employment which shall be consistent with the *Parliamentary Employee Staff Relations Act* (PESRA).

4.1.1 The amounts deducted in accordance with clause 4.1 shall be remitted to CEP or its nominee monthly by cheque by the 15th of the month following the month in which the deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on their behalf.

4.2 No employee organization, as defined in Section 3 of the *Parliamentary Employment and Staff Relations Act*, other than CEP, shall be permitted to have membership dues deducted by the Employer from the pay of members in the CEP Bargaining Unit.

4.3 **Notification**

The Employer will notify the Union on a monthly basis of employees who have been hired, retired, dismissed, transferred in or out of the Bargaining Unit, resigned or deceased.

4.3.1 The Employer shall provide the Union with a monthly document in a suitable electronic format list detailing the following information:

- (a) employee name;
- (b) employment status;
- (c) classification, salary and seniority;
- (d) the amount of gross dues deducted for each employee; and
- (e) the names of employees who have been hired, resigned, retired, dismissed, promoted, transferred in or out of the bargaining unit, and the name of any employee going on or returning from child care leave since the past payment of dues.

**4.4 Access by a CEP Representative**

Representatives of the Union shall have access to the Employer's premises at reasonable notice to and free from unreasonable interference from the Employer, at reasonable hours and in a manner that will not interfere with the normal operations of the Employer.

**4.5 Bulletin Boards**

At each location, the Employer shall provide Union bulletin boards in suitable places.

The Employer reserves the right to remove all posted material considered damaging to Union/Management relations.

4.5.1 The Employer agrees to provide the Local Union with office space for the keeping of the Local's records and other administrative purposes.

**4.6 Leave for Union Activities**

Leave without pay will be granted for a reasonable period to no more than two (2) employees at any one time (exceeded only at the Employer's discretion) in order to:

- (a) attend executive council meetings, labour conventions, labour courses, etc. A request for such leave shall be submitted with reasonable advance notice and granted subject to operational requirements;
- (b) accept a position with the Union or an official labour body for a period not exceeding four (4) years. Any additional yearly periods will be granted by the Employer on receipt of a written request from the employee and the President of the Union; and
- (c) leave provided for in clause 4.6(b) shall not constitute a break in continuity of service in the computation of seniority; and with respect to clause 4.6(a), shall not constitute a break in the continuity of service in the computation of seniority or other benefits under this Agreement.

During leave pursuant to this clause, the Employer will maintain the regular salary of such employee(s). The Union will reimburse the Employer for salary recovery upon presentation of an invoice to the CEP stating the amounts for each employee involved.

**4.6.1 Leave to Attend Grievance Meetings**

Upon request by the Union, the Employer agrees to release without loss of pay or leave credits, two (2) employees named by the Union in order to attend grievance meetings with the Employer as provided for in Article 6, but any time spent in such meetings shall not be considered for the purpose of determining overtime pay, if the meetings extend beyond a normal day of work.

**4.6.2 Leave to Attend Contract Negotiations**

The Employer will grant leave without pay to not less than three (3) employees for the purpose of attending contract negotiations meetings with the Employer and pre-negotiation meetings on behalf of the Union. During such leave, the Employer will maintain the regular salary of such employee(s). The Union will reimburse the Employer for salary recovery upon presentation of an invoice to the Local Union stating amounts for each employee involved.

**4.6.3 Areas of Responsibility – Stewards or Officers of the Union**

The local Union will notify the Employer, on a regular basis, of the names of those employees designated as stewards or officers of the Union and their respective area of responsibility within ten (10) working days of a change to current listings or within ten (10) working days of new appointments to such functions.

In establishing the areas of responsibilities for the designated Union representatives, the Union undertakes to consider the organization of the workplace and the dispersment of the employees.

**4.6.4 Permission to Leave Work for Investigations**

A steward or authorized representative shall obtain the permission of their immediate supervisor before leaving their work to investigate complaints or grievances; such permission shall not be unreasonably withheld. Where practicable the representative shall report back to the immediate supervisor before resuming their normal duties. A steward or authorized representative shall inform the supervisor of the section or department before entering the section or department where the steward or the representative is to investigate complaints or grievances.

**4.6.5 Leave for Proceedings before the Public Service Labour Relations Board (PSLRB)**

The Employer will grant leave with pay to two (2) employees who are:

- (a) a party to a proceeding before the PSRLB;
- (b) the employee representative(s) in a proceeding before the PSLRB.

**4.6.6 Leave for Arbitration**

The Employer will grant leave with pay to a maximum of two (2) employees representing CEP before an Arbitration Board.

**ARTICLE 5**

**PART-TIME EMPLOYEES**

**5.1 Definition**

"Part-time employee" means a person whose normal hours of work are less than an average of thirty-five (35) hours per week, but not less than those prescribed in Section 3 of the *Parliamentary Employment and Staff Relations Act*.

**5.1.2 General**

Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work compared with the normal weekly hours of work of full-time employees unless otherwise specified.

- 5.1.3 Part-time employees shall be paid at the straight-time rate of pay for all hours of work performed up to the normal daily or weekly hours specified for a full-time employee.
- 5.1.4 (a) Part-time employees will not normally be scheduled to work on a scheduled day off.
- (b) Where a part-time employee is required to and works on a scheduled day off, the days off provisions of this Agreement will apply.
- (c) The daily hours of work for a part-time employee shall be contiguous hours.
- (d) The shift scheduling requirements of this Agreement do not apply to a part-time employee.
- 5.1.5 Leave will only be granted:
- (a) during those periods in which employees are scheduled to perform their duties;
- or
- (b) where it may displace other leave as prescribed in this Agreement.
- 5.1.6 **Designated Holidays**
- A part-time employee shall not be paid for the designated holidays but shall, instead, be paid an additional four point six percent (4.6 %) for all straight-time hours worked.
- 5.1.7 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in Article 13.1, the employee shall be paid at one and one-half (1½) times the straight-time rate of pay for all hours worked.
- 5.1.8 **Overtime**
- Overtime means authorized work performed in excess of the normal daily or weekly hours of work of a full-time employee, but does not include time worked on a designated holiday.
- 5.1.9 Subject to 5.1.8, a part-time employee who is required to work overtime shall be paid overtime as specified in this Agreement.



**5.1.10 Annual Leave**

A part-time employee shall earn annual leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal workweek, at the rate for years of employment established in the annual leave entitlement article, prorated and calculated as follows:

- (a) when the entitlement is one and one quarter ( $1\frac{1}{4}$ ) days per month, one-quarter ( $\frac{1}{4}$ ) of the hours in the employee's workweek per month;
- (b) when the entitlement is one and two-thirds ( $1\frac{2}{3}$ ) days per month, one-third ( $\frac{1}{3}$ ) of the hours in the employee's workweek per month.

**5.1.11 Sick Leave**

A part-time employee shall earn sick leave credits at the rate of one-quarter ( $\frac{1}{4}$ ) of the number of hours in an employee's workweek for each calendar month in which the employee has received pay for at least twice the number of hours in the employee's normal workweek.

**5.1.12 Annual and Sick Leave Administration**

- (a) For the purposes of administration of clauses 5.1.10 and 5.1.11, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn annual or sick leave credits in excess of the entitlement of a full-time employee.

**5.1.13 Severance Pay**

Notwithstanding the provisions of clause 14.4 (Severance Pay) of this Agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time

period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

5.1.14 **Seniority**

Article 8 will not apply, however, if part-time employees are subsequently hired on a full-time basis without any break in employment, the employees' seniority date will be back-dated to reflect the aggregate total of their working time.

**ARTICLE 6**

**GRIEVANCE PROCEDURE**

6.1 It is mutually agreed that it is the spirit and intent of the parties to resolve as quickly as possible grievances arising from the application of this Agreement. In the event of a dispute between any member(s) of the bargaining unit and the Employer, in reference to any condition of employment, the following shall be the procedure for the resolution thereof:

**Step 1:** Any dispute to be recognized as a grievance must first be discussed with the grievor's immediate management supervisor, or the individual so designated by the Employer to discuss first step grievances, by the grievor and/or Union Steward. An oral answer shall be provided to the grievor within the next five (5) working days.

**Step 2:** Failing a satisfactory settlement at Step 1, the grievance shall be submitted in writing within fifteen (15) working days to the employee's immediate supervisor or officer in charge who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate step;
- (b) provide the employee with a receipt stating the date on which the grievance was received.

The Employer shall meet with the Local Union Grievance Committee, comprised of two (2) permanent members, to attempt to resolve the grievance. Such meeting shall take place within fifteen (15) working days of submission of the grievance. Following discussions with the Grievance Committee, the Employer shall provide a written answer within ten (10) working days.

**Step 3:** If the grievance is not recorded as settled within fifteen (15) working days after the meeting described in Step 2, the grievance may be referred to the designee of the Speaker and the Union office for further discussion and consideration.

- 6.2 In the event that the representatives of the Employer and the Union cannot reach an agreement, the grievance may, within fifteen (15) working days of such referral, be submitted to adjudication, in accordance with Section 63 of the *Parliamentary Employment and Staff Relations Act*.
- 6.2.1 Notwithstanding any of the procedural provisions of this Article, a grievance in respect of termination, demotion, appointment or classification may be filed at Step 3 within fifteen (15) working days of the arising of such grievance, and if not resolved within thirty (30) working days of its presentation, may be referred to adjudication according to Sections 63 and 66 of the *Parliamentary Employment and Staff Relations Act*.
- 6.2.2 The parties shall, within ten (10) working days of the sending of such notice, attempt to select a mutually acceptable Adjudicator. If the parties are unable to agree on the selection of an Adjudicator within these ten (10) working days, the grieving party may request the Chairman of the Public Service Staff Relations Board to appoint an Adjudicator.
- 6.2.3 A joint statement or separate statements by the Employer and the Union, describing the facts of the grievance and the issue to be decided by the Adjudicator, shall be submitted to the Board within ten (10) working days of the Board's acknowledgement to hear the grievance. A hearing shall be held so that the parties may have an opportunity to present further evidence and to make necessary representations. The Adjudicator shall render a decision according to the provisions of Sections 67 and 68 of the *Parliamentary Employment and Staff Relations Act*.

6.2.4 The Adjudicator so designated shall conduct a hearing and render a decision, which shall be final and binding on both parties. The Adjudicator shall not change, modify, extend or amend the provisions of the Agreement.

6.3 If either of the parties to this Agreement considers that the other party is failing to enforce an obligation under this Agreement, the matter will be put in writing and discussed by representatives of the Employer and the Union. If not satisfactorily settled, either party may refer the matter to the Public Service Staff Relations Board as a complaint in accordance with Section 70 of the *Parliamentary Employment and Staff Relations Act*.

6.4 **Time Limits**

Any time limits mentioned under the grievance procedure may be extended by mutual consent.

6.4.1 If the Employer fails to respond within the time periods provided in these procedures, the grievance shall be submitted to the next step.

6.4.2 Where it is necessary to present a grievance by electronic mail or by post, the grievance shall be deemed to have been presented on the day on which it was dated or postmarked, and it shall be deemed to have been received by the Employer on the date it is delivered to the appropriate office concerned.

6.5 Notwithstanding the above provisions, nothing shall prevent the parties from discussing the grievance at any time during the process.

6.6 A grievance of an employee shall not be deemed to be invalid by reason only that it is not in accordance with the form supplied by the Employer.

**ARTICLE 7**

**PERFORMANCE – DISCIPLINE**

7.1 **Performance Review**

It is understood that a process may be established to provide for a regular performance assessment review for all employees. When a regular performance assessment plan is

to be established, the Employer agrees to consult with the Union to determine the provisions of a performance assessment plan. When such a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on the employee assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee concurrence with the statements contained on the form.

- 7.1.1 The Employer's representative(s) who assesses an employee's performance must have observed or been aware of the employee's performance for at least one half ( $\frac{1}{2}$ ) of the period for which the employee's performance is evaluated.
- 7.1.2 An employee may request of the Employer a formal assessment of the employee's work performance only once in every year, which shall be provided in writing.
- 7.1.3 It is agreed that performance review is an objective procedure for the development of staff consistent with organizational objectives. Employees will be encouraged to develop to their full potential. Performance review will not be used as a substitute for the disciplinary procedure.
- 7.2 Upon reasonable notice, an employee shall have access to review their personnel file a reasonable number of times each year in the presence of an authorized representative of the Employer.
- 7.3 **Discipline Procedure**
  - (a) The Employer will notify an employee in writing of any incident, which might lead to disciplinary measures being taken with respect to that employee within ten (10) working days of becoming aware of such incident.
  - (b) When disciplinary measures are to be taken with respect to an employee, the Employer undertakes to notify the employee in writing of the reason for such measures. The Employer will give such notification at the time the measures are taken or, if that is not possible, within twenty (20) working days of the initial notification provided in (a) above.

(c) Time limits provided in this Article may be extended by mutual consent of Management and the Union.

7.3.1 The Employer shall notify the local representative of the Union that such disciplinary measures are being taken.

7.3.2 When employees are required to attend a meeting regarding disciplinary measures concerning them, employees are entitled to have, at their request, a representative of the Union attend the meeting.

7.3.3 In the event of an investigation involving any disciplinary measures with respect to the employee, the employee is entitled to review their personnel file in the presence of their supervisor and, at the request of the employee, a Union representative. At the request of the employee, the Employer will supply a copy of any document relevant to the matter in question from the employee's personnel file.

\* 7.3.4 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period. This period will automatically be extended by the length of any period of leave without pay of more than three (3) months.

7.3.5 The Employer agrees that suspensions will not be applied retroactively.

7.3.6 **Discipline**

The Employer and the Union agree that appropriate disciplinary action will be taken for just and reasonable cause.

**ARTICLE 8**

**SENIORITY**

8.1 House of Commons seniority shall be deemed to have commenced on the date of hiring.

8.1.1 In the event an employee with more than one (1) year of service is laid off, seniority shall be considered unbroken if the employee is recalled within one (1) year.

- 8.1.2 The Employer shall make every reasonable effort not to lay-off employees during the term of the Agreement and to ensure that reductions in the work force, when necessary, are accomplished through attrition. It is understood that this provision is subject to the willingness and capacity of an individual employee, who would otherwise be laid off, to undergo and accept reassignment.
- 8.1.3 New employees, hired on an indeterminate basis within the bargaining unit, shall be subject to a probationary period of six (6) months beginning on their date of employment with the Employer. The Employer may extend the probationary period to a total of nine (9) months from the date of hiring. In such cases, the employee and the Local Union representative shall be informed in writing.
- 8.1.4 Employment opportunities within the bargaining unit shall be posted in the workplace for a minimum of ten (10) working days to allow interested candidates to apply.
- 8.1.5 Employees who have been promoted or transferred to a new position within the bargaining unit shall be subject to a trial period of three (3) months. The Employer may return the employee to their former position at any time during this trial period. Employees, at their request, may return to their former position. At the conclusion of the trial period, employees will be advised in writing of the confirmation into the new position.
- 8.2 Employees who are promoted or transferred into a position where they were previously performing in acting capacity will have their acting time credited to their trial period.

## ARTICLE 9

### TEMPORARY WORK ASSIGNMENTS

- 9.1 Where the Employer temporarily assigns an employee to perform duties not normally performed by the employee, the Employer will provide any necessary training. During any such training, errors by the employee which are within the normal tolerances of the training situation will not be the subject of discipline. Removal from the temporarily assigned duties will not be considered as discipline.

**ARTICLE 10**

**TECHNOLOGICAL CHANGE**

- 10.1 For the purposes of this Article, "technological change" means:
- (a) the introduction by the Employer of equipment or material of a different nature than that previously utilized;
  - and
  - (b) a change in the Employer's operation that is directly related to the introduction of that equipment or material.
- 10.1.1 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ninety (90) calendar days' written notice to CEP of the introduction of technological change when it will result in significant changes in the employment status or working conditions of the employees.
- 10.1.2 The written notice provided for in clause 10.1.1 will provide the following information:
- (a) the nature and degree of change;
  - (b) the anticipated date or dates on which the Employer plans to effect change; and
  - (c) the location or locations involved.
- 10.1.3 As soon as possible after the notice is given under clause 10.1.1, the Employer shall consult with the Union to discuss the changes thoroughly with the view of avoiding or minimizing adverse effects and to determine the appropriate alternatives available for any employees affected such as retraining and/or reassignment.
- 10.1.4 If it is determined by the Employer, following application of clause 10.1.1, that an employee is to be reassigned and that the employee will require new skills and knowledge to perform the new duties, the Employer shall provide the necessary training and assistance during the employee's working time.



**ARTICLE 11**

**EMPLOYEE BENEFITS**

**11.1 Sick Leave**

Employees are entitled to sick leave benefits in accordance with the following provisions.

**11.1.1 Credits**

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

**11.1.2**

- (a) An employee is eligible for sick leave with pay, to the extent that the employee has the necessary sick leave credits, when the employee is unable to perform their duties because of illness or injury.
- (b) An employee shall inform the Employer as soon as possible of being unable to perform their duties because of illness or injury and shall deliver to the Employer a statement to that effect signed by the employee, except that:
  - (i) for any periods of absence in excess of three (3) days, the employee must, if required produce satisfactory evidence (certified by a qualified medical practitioner) of their inability to perform their duties;
  - (ii) notwithstanding (i) above, no employee shall be granted more than nine (9) days sick leave with pay in a calendar year, solely on the basis of statements signed by the employee and would be required to produce certification of their inability to perform their duties; and
  - (iii) employees shall be reimbursed by the Employer for the medical certificates required above.

- \* (iv) an employee shall be granted 2 hours per visit with pay to attend medical appointments. Any hours spent at a medical appointment beyond the 2 hours may, at the employee's discretion, be deducted from the employee's sick time.
  
  - (c) The Employer may require an employee to undergo a medical examination by a medical doctor of its choice and at its expense. This may be required when it is necessary to establish the state of health of a particular employee or as a safeguard for other members of staff, or to determine the cause of excessive absenteeism. At the time of the examination, the employee will be advised whether the employee is well enough to return to work. If the employee so requests in writing, the results of an examination will be conveyed to the employee's personal physician.
- 11.1.3 When an employee has insufficient or no sick leave credits to cover the granting of sick leave with pay, at the discretion of the Employer, up to twenty (20) days' leave with pay may be advanced to an employee. Such "advanced sick leave credits" will be deducted from any sick leave credits subsequently earned.
- 11.1.4 An employee who suffers an injury while at work, but has insufficient or no sick leave credits available, may be advanced up to twenty-five (25) days' sick leave with pay pending a decision on the injury being accepted as compensable under the *Government Employees' Compensation Act*.
- 11.1.5 When an employee is granted sick leave and it is subsequently determined that the disability is covered by the *Government Employees' Compensation Act*, any sick leave credits used for the same time period will be reinstated to the employee's account.
- 11.1.6 An employee is not eligible for sick leave with pay during any period in which the employee is on leave of absence without pay or under suspension.
- 11.1.7 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

**11.2 Health and Insurance Benefits**

- (a) Except as provided in (b) of this Article, current practices will prevail for the duration of this Agreement, except that any changes in medical, hospital and disability plans, including the premium payable by employees, applicable to the majority of those employed by the Public Service of Canada for whom the Treasury Board of Canada represents the Employer, will, during the life of this Agreement, be applicable to the employees under this Agreement.
- (b) For each employee insured under the Disability Insurance Plan, the Employer will make a monthly contribution toward the premium cost such that the premium cost per \$1000 of annual salary for an employee so insured will be equated with the premium cost per \$1000 of annual salary for employees of this bargaining unit insured under the Long-Term Disability coverage of the Public Service Management Insurance Plan.
- (c) The parties agree that the question of health and insurance plans appropriate to the Employer and this bargaining unit will be the subject of joint consultation under clause 14.5.2 during the life of this Agreement.

**11.2.1 Dental Plan**

The Employer undertakes to continue to provide the present dental plan and to maintain the same share of premium costs as is provided by the Employer to those employees in the Public Service of Canada.

**11.3 Maternity, Paternity and Child Care Leave**

Upon the birth or legal adoption of a child, employees will be granted leave of absence in accordance with these provisions.

**11.3.1 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 11.3.1 (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 11.3.1 (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 11.3.1 (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 11 - Sick Leave with Pay. For purposes of this sub-clause, the terms 'illness' or 'injury' used in Article 11 - Sick Leave Article 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.

**11.3.2 Maternity Allowance**

(A) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clause 11.3.2 (C), provided that she:

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

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

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

- (B) For the purpose of sub-clauses 11.3.2 (A) (3) (b), and (c) periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in clause (A) (3) (b), without activating the recovery provisions described in clause (A) (3) (c).
- (C) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- (1) (a) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period; and
  - (b) for each week in respect of which the employee receives maternity benefits under the Employment Insurance or the Quebec Parental Insurance Plan, the difference between the gross weekly amount of the maternity benefits she is eligible to receive and nine-three per cent (93%) of her weekly rate of pay, less any other monies earned during this period which may result in a decrease in the maternity benefits to which she would have been eligible if no extra monies had been earned during this period.
- (2) At the employee's request, the payment referred to in subparagraph 11.3.2 (C) (1) (a) will be estimated and advanced to the employee. Adjustments shall be made once the employee provides proof of receipt of Employment Insurance or Quebec Parental Insurance maternity benefits.
- (3) The maternity allowance to which an employee is entitled is limited to that provided in clause 11.3.2 (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 11.3.2 (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 11.3.2 (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 11.3.2 (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 11.3.2 (C) (5), and subject to sub-clause 11.3.2 (C) (4) (b), if on the day immediately preceding the commencement of maternity leave without pay, an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
  - (7) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
  - (8) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

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

- (A) An employee who:
  - (1) fails to satisfy the eligibility requirement specified in sub-clause 11.3.2 (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 11.3.2 (A), other than those specified in sub-clauses 11.3.2(A)(3)(a) and 11.3.2(A)(3)(b);

shall be paid, in respect of each week of maternity allowance not received for the reason described in clause 11.3.3 (A) (1), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan, the PSMIP plan or via the *Government Employees Compensation Act*.

- (B) An employee will be paid an allowance under this clause and under clause 11.3.2 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 11.3.3 (A) (1).

#### 11.3.4 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 expected date of the birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (A) and (B).
- (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.

#### 11.3.5 Parental Allowance

- (A) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clause 11.3.5 (C) below, providing the employee:
  - (1) has completed six (6) months of continuous employment before the commencement of parental leave without pay;
  - (2) provides the Employer with proof that the employee has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance or the Quebec

Parental Insurance Plan in respect of insurable employment with the Employer; and

- (3) has signed an agreement with the Employer stating that:
- (a) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
  - (b) following the employee's return to work, as described in paragraph (a), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in paragraph 11.3.2 (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:

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

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 11.3.5 (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 11.3.5 (A) (3) (b), without activating the recovery provisions described in sub-paragraph 11.3.5 (A) (3) (c).

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

- (1) (a) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three percent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
- (b) other than as provided in sub-paragraph 11.3.5 (c) (1) (c), for each week in respect of which the employee receives parental, paternity or adoption benefits under the Employment Insurance or the Quebec Parental Insurance Plan, the difference between the gross weekly amount of the parental, paternity or adoption benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay less any other monies earned during this period which may result in a decrease in the parental, paternity or adoption benefits to which the employee would have been eligible if no extra monies had been earned during this period;

where an employee has received the full eighteen (18) weeks of maternity benefits and the full thirty-two (32) weeks of parental benefits under the Quebec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, at ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.

- (2) At the employee's request, the payment referred to in sub-paragraph 11.3.5 (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 11.3.5 (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 11.3.5 (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 11.3.5 (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 11.3.5 (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 11.3.5 (C) (5), and subject to sub-paragraph 11.3.5 (C) (4) (b), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
  - (7) Where an employee becomes eligible for a pay increment or pay revision while in receipt of a parental allowance, the allowance shall be adjusted accordingly.
  - (8) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
  - (9) The maximum duration of any period in respect of which the maternity and parental allowances are payable shall not exceed fifty-two (52) weeks.

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

(A) An employee who:

- (1) fails to satisfy the eligibility requirement specified in sub-paragraph 11.3.5 (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 11.3.5 (A), other than those specified in sub-paragraphs 11.3.5 (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 11.3.6 (A) (1), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of the employee's weekly disability benefit under the DI Plan, the LTD Plan, the PSMIP, or via the *Government Employees Compensation Act*.

(B) An employee shall be paid an allowance under this clause and under clause 11.3.5 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 11.3.6 (A) (1).

**11.3.7 Leave without Pay for Child Care**

In addition to leave benefits granted under 11.3.1 and 11.3.4, an employee may have leave without pay up to one (1) additional year.

**11.3.8 Notices**

Upon request, the Employer will send each employee on leave all notices of vacancy, promotions or available training opportunities.

**11.3.9 Return to Work**

All employees taking leave will be returned to their former positions, except that, if a valid reason exists for not being returned to the former position, the employee will be returned to their former classification and salary level.

11.3.10 An employee unable to return to work owing to disability or illness will receive the benefits provided in Article 11.1.

11.3.11 If an employee fails to return to work at the conclusion of the leave of absence that was requested and granted, the employee will be separated from staff the last date of their authorized absence.

**11.4 Bereavement Leave**

For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), grandparent, brother, sister, spouse or common-law spouse, child, stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides.

\* 11.4.1 When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of five (5) working days, which includes the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days off for the employee.

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

11.4.3 In addition, the employee shall be granted up to two (2) days' leave with pay for the purpose of travel related to the death of a person defined in 11.4 and 11.4.2, if required.

11.4.4 If, during a period of compensatory leave, an employee is bereaved in circumstances under which an employee would have been eligible for bereavement leave with pay under clauses 11.4.1, 11.4.2 and 11.4.3, an employee shall be granted bereavement leave with pay and their compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

11.4.5 It is recognized by the parties that the circumstances which call for bereavement leave are based on individual circumstances. On request, the Employer, may, at its discretion after considering the circumstances, grant leave with pay for a period exceeding those provided in the bereavement leave provisions.

11.5 **Special Leave**

Special leave for purposes other than those specified in this Agreement is designed to assist an employee coping with circumstances not directly attributable to the employee that prevent the employee from reporting to work. Such special leave will not be unreasonably withheld.

11.6 **Marriage Leave with Pay**

After the completion of one (1) year's continuous employment at the House of Commons, and providing an employee gives the Employer sufficient notice, an employee shall be granted five (5) days' marriage leave with pay for the purpose of getting married.

11.6.1 For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

11.7 **Educational Assistance and Leave**

Financial assistance will be provided to employees who complete course(s) that have been approved by the Employer. Upon satisfactory evidence of participation and success in an approved course, the employee will be reimbursed by the Employer as soon as practicable, in the following manner:

(a) **General**

Fifty percent (50%) of the total cost of the tuition and registration fees of a course that the Employer does not consider directly related to the employee's performance in their present job. Management shall convey its decision concerning reimbursement for such a course within twenty (20) working days of written application by the employee. The Employer may grant approval only if the successful

completion of the course can be reasonably expected to upgrade the employee's potential.

(b) **Job Related**

One hundred percent (100%) of the total cost of the tuition and registration fees of the course that the Employer considers to be directly related to the employee's performance in their present job.

**11.7.1 Education Leave**

An employee may be granted leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable an employee to fill their 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.

11.7.2 At the Employer's discretion, an employee on Education Leave without pay under this Article, may receive an allowance in lieu of salary equivalent to from fifty percent (50%) to one hundred percent (100%) of the employee's 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.

11.7.3 As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:

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

or



- (c) ceases to be employed, except by reason of death or lay-off, before termination of the period the employee has undertaken to serve after completion of the course.

Employees shall repay the Employer all allowances paid to them under this Article during the Education Leave or such lesser sum as shall be determined by the Employer.

- 11.7.4 Leave without pay granted under this Article shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay, annual leave, seniority and increment dates for periods of leave in excess of twenty (20) days.
- 11.7.5 An employee on educational leave may arrange to continue to contribute to and participate in the non-compulsory benefit plans during such absence.
- 11.7.6 All employees returning to work following educational leave will be returned to their former classification and wage level in effect when they left.
- 11.7.7 An employee may request leave without pay for up to one (1) year to undertake a course of study unrelated to their work. Provided operational requirements permit, such request will not be unreasonably denied. Leave without pay granted under this article shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay, annual leave, seniority and increment dates for periods of leave in excess of twenty (20) days. An employee on other training leave may arrange to continue to contribute to and participate in the non-compulsory benefit plans during such absence. All employees returning to work following other training leave will be returned to their former classification and wage level in effect when they left.

11.8 **Jury or Witness Duty**

An employee called to serve on a jury or to obey a subpoena on a scheduled workday shall receive their regular day's pay during such periods, less the amount the employee received in payment for such calls, except if they are a party to the proceedings.

11.8.1 Notwithstanding 11.8 where the employee's involvement in the proceedings as a witness arises out of their employment outside the House of Commons, leave without pay shall be granted.

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

- (a) For the purpose of this clause, family is defined as spouse or common law spouse, dependent children (including children of spouse or common law spouse), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The Employer may grant leave with pay under the following circumstances:
  - (i) an employee is expected to make every reasonable effort to schedule medical or dental appointments for dependant family members to minimize or preclude their absence from work, however, when alternative arrangements are not possible an employee shall be granted leave for a medical or dental appointment when the dependant family member is incapable of attending the appointment by themselves, or for appointments with appropriate authorities in schools or adoption agencies; and
  - (ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
  - (iii) for needs directly related to the birth or to the adoption of the employee's child.

An employee requesting leave under the above provisions must notify their supervisor of the appointment as far in advance as possible. The total leave with pay, which may be granted under sub-clauses 11.9(b) (i), (ii) and (iii) shall not exceed five (5) days in a calendar year.

**11.10 Leave with Pay for Religious Observances**

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

**11.11 Volunteer 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 to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.
- (b) The leave will be scheduled at times convenient both to the employees and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

**ARTICLE 12**

**TRAVEL EXPENSES, TRANSPORTATION**

**12.1 Travel on Business for the House of Commons**

The Employer shall reimburse each employee for all reasonable legitimate expenses necessarily incurred while travelling on official business in accordance with the provisions of the House of Commons' Travel Policy and Financial Bulletins.

- 12.1.1 The Employer undertakes to provide the Union with the House of Commons' Travel Policy and Financial Bulletins and any amendments that may be issued from time to time.

12.1.2 The Employer agrees to maintain adequate liability insurance on all its owned or rented vehicles, which it requests any employee to drive. No employee shall be authorized to use a personally owned automobile on the Employer's business unless it is covered by adequate insurance.

12.1.3 No employee shall be required by the Employer to use their own motor vehicle on Employer business. However, subject to meeting the requirements of clause 12.1.2, an employee may use their own motor vehicle on Employer business where the Employer so requests and the employee consents or where the employee requests and the Employer consents.

**12.2 Transportation**

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

(i) works overtime after public transportation has been suspended for the day;

or

\* (ii) works four (4) hours overtime and leaves work after 21:00 hours.

(b) When an employee is required to report for work and reports under the conditions described in Article 16.10 including, clauses 16.10.1 and 16.10.2, and clause 16.13.4, and is required to use transportation services other than normal public transportation service, the employee shall be reimbursed for reasonable expenses incurred as follows:

(i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use the employee automobile when the employee travels by means of the employee own automobile;

or

(ii) out-of-pocket expenses for other means of commercial transportation.

- (c) Notwithstanding the above, when employees are required to work unscheduled overtime, management reserves the discretion to make exceptions to 12.2(a) and (b) when individual circumstances warrant.
- 12.3 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to their residence shall not constitute time worked.
- 12.4 The Employer recognizes that the availability and security of parking is an appropriate topic for joint consultation.

### **ARTICLE 13**

#### **HOLIDAYS AND ANNUAL LEAVE**

##### **13.1 Designated Holidays**

- (a) The following days will be designated holidays:
  - (i) New Year's Day;
  - (ii) Good Friday;
  - (iii) Easter Monday;
  - (iv) Sovereign's Birthday;
  - (v) St. John the Baptist Day;
  - (vi) Canada Day;
  - (vii) Civic Holiday;
  - (viii) Labour Day;
  - (ix) Thanksgiving Day;
  - (x) Remembrance Day;
  - (xi) Christmas Day;
  - (xii) Boxing Day.

(b) In this Agreement, designated holiday means the twenty-four (24) hour period commencing at 0001 hours of a day listed in clause 13.1(a).

13.1.1 A full-time employee who has received pay for fifteen (15) working days in the previous thirty (30) calendar days and who is not required to work on a designated holiday shall be paid at their straight-time rate for what would otherwise have been the employee's regularly scheduled daily hours of work had it not been a holiday.

13.1.2 (a) When a designated holiday(s) coincide(s) with an employee's scheduled day(s) off, the holiday(s) normally shall be moved to the first scheduled working day(s) following the scheduled day(s) off.

However, if such following day is also a sitting day for the House of Commons, the Employer may opt to move the designated holiday to the normal working day immediately preceding the designated paid holiday.

(b) When a designated holiday(s) is moved to a day(s) on which the employee is on leave with pay that day(s) shall count as a designated holiday(s) and not as a day(s) of leave.

(c) When a designated holiday falls within a period during which an employee is on leave with pay, the designated holiday will be counted as a designated holiday and not as a day of leave.

13.1.3 When a designated holiday for an employee is moved to another day under the provisions of clause 13.1.2(a):

(a) work performed by the employee on the day from which the holiday was moved shall be considered as work performed on a day off;

and

(b) work performed by the employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

- 13.1.4 When an employee works on a designated holiday, the employee shall be paid at time and one-half (1½) for all hours worked up to the regular daily scheduled hours of work, and double (2) time thereafter, in addition to the pay the employee would have been granted had the employee not worked on the designated holiday.

Employees so assigned shall receive a minimum of four (4) hours pay at the applicable rate. The provisions of Article 17 shall apply as appropriate.

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

**13.2 Annual Leave**

An employee shall earn annual leave credits on a calendar year basis.

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

- (a) one and two-thirds (1⅔) days per month when employees have less than fifteen (15) years of continuous employment;
- (b) two and one-twelfth (2 1/12) days per month when employees have more than fifteen (15) years of continuous employment; and
- (c) two and one half (2½) days per month when employees have more than twenty-eight (28) years of continuous employment.

- 13.2.2 For the purpose of clause 13.2.1 only, all service accumulated within the House of Commons shall count toward annual leave except where a person who, having left the House of Commons, has received severance pay, such previous service will not be included. However, the above exception shall not apply to an employee who received severance pay on lay-off and is reappointed to the House of Commons within one (1) year following the date of lay-off.

**13.2.3 Entitlement**

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

- 13.2.4 (a) The unused portion of an employee's annual leave credits at the end of a calendar year shall be carried over into the following calendar year except that carry-over beyond one (1) year shall be by mutual consent. An employee who wishes to carry over annual leave to the following calendar year, shall so indicate in writing by December 15.
- (b) Notwithstanding paragraph (a), if on the date of signing of this Agreement or on the date an employee becomes subject to this Agreement, an employee has more than forty (40) days of unused vacation leave credits earned during previous years, a minimum of ten (10) days per year shall be granted, scheduled or paid in cash by December 31 of each year, commencing December 31, 2001 until all previously earned vacation leave credits in excess of forty (40) days have been liquidated. Payment shall be in one (1) instalment per year, and shall be at the employee's daily rate of pay as calculated from the classification prescribed in their certificate of appointment of their substantive position on December 31, of the previous vacation year.

**13.2.5 Holidays within Annual Leave**

Any legal or declared holiday (Article 13.1 and clause 13.1.2) falling within an employee's annual leave period shall be considered as taken. The day or half day of annual leave so displaced shall be added to the annual leave period if requested by the employee and approved by the Employer, or reinstated to the employee's annual leave credits to be taken at a later date.

**13.2.6 Sick and Bereavement Leave within Annual Leave**

Where, in respect of any period of annual leave, an employee is granted sick leave on production of a medical certificate, or bereavement leave, the period of annual leave so displaced shall either be added to the annual leave period, if requested



by the employee, and approved by the Employer, or reinstated for use at a later date.

**13.2.7 Advance Payments**

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

**13.2.8 Termination**

Upon termination of employment, an employee or the employee's estate shall be paid an amount equal to the number of days of outstanding annual leave credits, calculated on the employee's daily rate of pay according to their classification in effect at the time of termination. In the event of termination for reasons other than death or lay-off, the Employer shall recover from any monies owed to the employee, an amount equivalent to the unearned leave taken by the employee, calculated on the basis of the rate of pay applicable to the employee's classification in effect on the date of the termination.

**13.3 Scheduling of Annual Leave**

The annual leave period for scheduling purposes shall be from January 1 to December 31. The Employer will make every reasonable effort to assign annual leave in accordance with the employee's preference.

13.3.1 Annual leave preference shall be given to employees on the basis of seniority. Where an employee elects to break their annual leave entitlement into more than one time period, or is required to do so as a result of the House sitting, all employees shall be afforded their right of preference for their first time period, before seniority preference is given to their second or subsequent time periods.

- 13.3.2 Identified functional or operating groups of employees may be considered separately in establishing the annual leave preference. The identification of such groups shall be mutually resolved through the Joint Committee process.
- \* 13.3.3 On or before March 1 of each year, the Employer shall post or issue an annual leave planner in each department covering the period from June 21 to September 21. Employees shall submit their requests for annual leave on the annual leave planner by April 1. Approved annual leave schedules shall be posted by the Employer on or before April 22 each year and the dates shall not be changed after such posting without consultation with and the agreement of the employee(s) concerned. Immediately following this posting and no later than April 30, an employee who has been denied preference for their requested time period(s), may make written application for another time period, which shall be granted on the basis of seniority. Such secondary annual leave schedule shall be posted no later than May 15 after which the dates will not change without an agreement of the employee(s) concerned.
- 13.3.4 In the event an employee fails to make written application as required above, the employee will not be entitled to have preference over less senior employees who have applied.
- 13.3.5 Every effort will be made to schedule annual leave to begin and end with scheduled days off whenever a full week(s) annual leave is involved.
- 13.3.6 During any annual leave period, upon application by the employee and at the discretion of the Employer, earned but unused annual leave credits shall be compensated at the employee's daily rate of pay as calculated from their classification on December 31.
- 13.3.7 Where operational requirements so dictate, the Employer may, if no employee possessing the skills and qualifications concerned agrees to alter the employee's scheduled annual leave, require the employee with least seniority and possessing the skills and qualifications concerned, and whose annual leave had been scheduled for the relevant period, to alter the dates of such leave. Any alteration shall be for the entire number of days posted but shall not deprive the employee, if the employee so agrees, of a portion of their previously scheduled days. Any employee denied their choice of annual leave because of seniority shall be given mutually agreeable alternative dates.

- 13.3.8 The parties recognize that employees have a responsibility to submit their leave schedule as per clause 13.3.3. Furthermore, it is recognized that employees may request occasional annual leave at times other than that formally established under clause 13.3.3. Every effort will be made to reach mutual agreement in granting such occasional annual leave requests.

In the case of competing leave requests under this clause 13.3.8, preference shall be given to the employee with the most House of Commons seniority. A junior employee whose leave request has been granted and scheduled shall not be bumped out of such request by a more senior employee.

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

(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 annual leave upon completing the assignment for which the employee was recalled, after submitting such accounts as normally required by the Employer.

- 13.4.1 Employees shall not be considered as being on annual leave during any period in respect of which the employee is entitled under clause 13.4 to be reimbursed for reasonable expenses incurred by the employee.

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

**ARTICLE 14**

**GENERAL MATTERS**

**14.1 Credits/Identification**

The Employer will give audio/video credits and/or identification to members of the bargaining unit on its programs and broadcasts in a manner fully acceptable to the Employer.

**14.2 Outside Employment**

Employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer provided that:

- (a) such employment is not in conflict with the activities of the Employer;
- (b) without written permission, no employee may exploit a connection with the Employer in the course of such employment;

and

- (c) such employment does not adversely affect the work of the employee for the House of Commons.

14.2.1 In no case shall any employee incapacitated as a result of an industrial accident, which is covered by Workers' Compensation, while performing paid employment for another Employer be covered by the Employer's Salary Continuance provided under this Agreement.

**14.3 Training**

- (a) The parties recognize the benefits derived from training and agree that training shall be afforded to indeterminate employees first. However, the parties also agree that other employees shall be given equal opportunity when the priorities and objectives should be aligned with:
  - (i) the need to provide direct training to employees to ensure they are able to perform their function(s) in accordance with operational requirements;

- (ii) the need to provide training to employees whose jobs are undergoing change due to changing priorities of the organization;
    - (iii) the need to provide employees with training which addresses career development and assists employees in reaching their fullest potential. Where access to training opportunities under this clause 14.3(a)(iii) is limited, the most senior employee(s) shall be trained first.
  - (b) Management shall meet with employees and the Union to communicate the general business priorities and plans, strategies, directions as well as associated training plans for individual services.
  - (c) The Union recognizes the responsibility of employees to take ownership of their development with a view to reaching their fullest potential. To this extent, employees are encouraged to identify their specific interest and demonstrate their personal commitment in career development and training to the Employer.
  - (d) The Employer will endeavour subject to operational and service requirements and funding that senior employees will be given first opportunity to training.
- 14.3.1 The Employer will, at its expense, continue to provide training for employees when new equipment or procedures required for the performance of their duties are introduced.
- 14.3.2 Where the Employer assigns employees, not at the employees' request, to participate in training courses or seminars, etc., such will be considered as regular working time, but it is recognized that, as there are mutual benefits derived from training, home-study or after-hour personal reading, etc., will not be considered as working time.
- 14.3.3 Details concerning current courses shall be provided on request of an employee by the Employer. In addition, the Employer shall communicate information to employees on those training courses, which are open to general participation by employees and for which employees may apply, indicating the following:
- (a) type of course; date and location; prerequisite, if any; and

(b) location where applications should be sent.

14.3.4 The Employer may grant leave with or without pay for a course which has been approved by the Employer and which an employee wishes to take. Upon successful completion of such course, the Employer will reimburse the employee for all approved costs for the course including; registration or tuition, and for books. It is understood that employees will make available any reference books in the workplace to be shared with co-workers. Save for handbooks, such reference books shall remain at the workplace upon the employee leaving employment.

14.3.5 Recognizing the benefits derived from training, it is understood that the penalty and premium provisions of this Agreement will not apply.

14.3.6 **Official Languages Training**

The Employer agrees to pay one hundred percent (100%) of the total cost of the tuition and registration fees of second official language courses offered in a format and by institutions approved by the Employer. All employees will be given access to second language courses.

Official language courses that the Employer considers necessary for the effective performance of the employee's duties shall be assigned during working hours only.

\* 14.4 **Severance Pay**

Effective the day following the arbitral award article 14.4 (b) and (c) are deleted from the collective agreement.

Under the following circumstances and subject to clauses 14.4.1, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay:

(a) **Lay-off**

- (i) On the first (1<sup>st</sup>) lay-off, for the first (1<sup>st</sup>) complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty or more years of continuous employment, plus one (1) week's pay for each additional complete

year of continuous employment, and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365) ;

- (ii) On the second (2<sup>nd</sup>) or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under subparagraph (a)(i).

**(b) Resignation**

On resignation, subject to Article 14.4 (c) and with ten (10) or more years of continuous employment, one-half ( $\frac{1}{2}$ ) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay. Notwithstanding the above, for employees hired prior to July 8, 1985 the amount of severance pay shall be one (1) week's pay for each completed year of continuous employment with a maximum benefit of twenty-eight (28) weeks' pay.

**(c) Retirement**

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

**(d) Death**

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

(e) **Rejection on Probation**

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

(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.

14.4.1 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 can the maximum severance pay under this Article 14.4 be pyramided.

For greater certainty, payments made pursuant to 14.4.3-14.4.6 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

14.4.2 An employee who resigns to accept an appointment with another organization listed under article 1.2 shall be paid all severance payments resulting from the application of 14.4 b) and 14.4.3 – 14.4.6.

14.4.3 **Severance Termination**

(a) Subject to 14.4.1 above, indeterminate employees on the day following the arbitral award 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 sixty-five (365), to a maximum of thirty (30) weeks.



- (b) Subject to 14.4.1 above, term employees on (day following the arbitral award) 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**

**14.4.4 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 day following the arbitral award,

or

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

or

- (c) as a combination of (a) and (b), pursuant to 14.4.5 (c).

**14.4.5 Selection of Option**

- (a) The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of the arbitral award.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of the arbitral award.
- (c) The employee who opts for the option described in 14.4.4 (c) must specify the number of complete weeks to be paid out pursuant to 14.4.4 (a) and the remainder to be paid out pursuant to 14.4.4 (b).
- (d) An employee who does not make a selection under 14.4.5 (b) will be deemed to have chosen option 14.4.4 (b).

**14.4.6 Appointment from a Different Bargaining Unit**

This clause applies in a situation where an employee is appointed into a position in the Technical Group bargaining unit from a position outside the Technical Group bargaining unit where, at the date of appointment, provisions similar to those in 14.4 (b) and (c) are still force, unless the appointment is only on an acting basis.

- (a) Subject to 14.4.1 above, on the date an indeterminate employee becomes subject to this Agreement after the day following the arbitral award, 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 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 14.4.1 above, on the date a term employee becomes subject to this Agreement after the day following the arbitral award, he or she shall be entitled to severance payment payable under 14.4.4. (b), equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (c) An employee entitled to a severance payment under subparagraph (a) or (b) shall have the same choice of options outlined in 14.4.4, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

**14.5 Joint Consultation**

The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.

**14.5.1 Joint Consultation Committee**

- (a) The parties agree to establish a Joint Labour-Management Committee to promote harmonious relations between the Employer and the employees and to discuss matters not specifically covered by the collective agreement and to avoid misunderstandings or problems arising from the application of the Agreement. The parties agree that training will be an on-going item on the agenda.
- (b) Recommendations from the Joint Labour-Management Committee will require written approval by authorized representatives of the Union and the Employer prior to implementation. The Union shall notify the Employer in writing of the representatives authorized to act on behalf of the Union.
- (c) Nothing in this Article shall prohibit the Employer from taking action on matters, which have been the subject of joint consultation by the Joint Labour-Management Committee.

14.5.2 The Employer agrees that existing terms and conditions of employment not covered in this Agreement but which could be part of a collective agreement under the provisions of the *Parliamentary Employment and Staff Relations Act* are appropriate matters for joint consultation.

14.6 The Employer agrees to supply all employees of the bargaining unit with a printed copy of the collective agreement.

**14.7 Non-Discrimination**

There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national origin, religion, sex, sexual orientation, disability, membership or activity in the Union.

**\* 14.7.1 Harassment Prevention**

The Employer shall maintain a working environment which is free from all forms of harassment, including, sexual, racial and abuse of authority harassment. The Employer's harassment prevention policy shall act as a guide to employees in adhering to legal and social guidelines regarding the recognition and prevention of harassment.

An Employee shall have the right to consult the Union and to receive its counsel at any point in the process.

In the event that the Employer proposes to change, amend or revise the policy it will discuss such changes, amendments and revisions with the representatives of the Union at a joint management/union meeting for this purpose. The Union will be allowed to make recommendations to the Employer at such a meeting and immediately thereafter.

**14.8 Privacy and Confidentiality**

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.

14.8.1 The Union agrees that it is the employee's responsibility to use communication tools provided to them in an informed and responsible manner. Where complaints arise as to the responsible use of such tools, the Union recognizes the Employer's authority to investigate and enforce its policy concerning acceptable usage.

14.8.2 Changes to policy and practice with regard to acceptable usage and the monitoring of such usage will be the subject of timely and joint consultation.

**ARTICLE 15**

**HEALTH AND SAFETY**

15.1 The Employer shall not repeatedly assign excessive hours of work to employees.

15.1.1 The Employer will carry on its operations in a manner that will not endanger the health and safety of any of its employees and shall adopt and carry out reasonable procedures and techniques designed or intended to prevent or reduce the risk of physical injury in its operations. An employee shall take all reasonable and necessary precautions to ensure their own safety and the safety of their fellow employees. The working environment and facilities will be maintained in a clean and sanitary condition by the Employer.

- 15.1.2 Management agrees to adhere to the basic principles in the Canada Labour Code and the Canada Occupational Safety and Health Regulations in terms of minimum standard for health and safety of employees in the bargaining unit within the workplace. The parties agree to apply the Treasury Board of Canada, "Handbook of Occupational Safety and Health" which shall govern health and safety practices within the workplace.
- 15.1.3 The Employer agrees to advise the employees concerned, when it is informed, that in the opinion of the House of Commons' senior health care professional, an infectious disease has broken out among the staff which might cause a threat to the life of pregnant women or their foetus.
- 15.2 Leave of absence with pay of up to six (6) months will be granted by the Employer to any employee on account of physical injury and/or mental strain received in the performance of their duties which is compensable under provisions of the *Government Employees' Compensation Act* and approved by the Workplace Safety and Insurance Board. This leave will not be charged against any of the employees' sick leave credits.
- 15.3 The Employer shall continue to give full and complete consideration to the capabilities of an employee for assignments involving climbing.
- 15.3.1 Where any employee deems it unsafe for the employee to undertake work alone, it shall be the employee's responsibility to notify their supervisor or if that is not possible, to summon help as is required. If neither course of action is possible, and if the situation presents a clear and definite hazard to life and limb, an employee may refuse to complete the job, pending the elimination or lessening of the hazardous situation.
- 15.4 The Employer shall supply adequate protective clothing and/or safety devices for employees where conditions require their use. When such clothing or devices are supplied for an employee's protection, their use is mandatory. The employee shall not be held responsible for the maintenance or the normal wear or accidental damage caused to the protective clothing and/or safety devices supplied to an employee by the Employer. Damaged or worn out equipment or clothing shall be replaced as needed.

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

15.6 **Joint Occupational Health and Safety Committee**

The Employer will establish a Joint Occupational Safety and Health Committee which will have the following powers:

- (a) shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the Committee;
- (b) shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the Committee;
- (c) shall cooperate with any occupational health service established to serve the workplace;
- (d) may establish and promote safety and health programs for the education of the employees represented by the Committee;
- (e) shall, within reason, participate in inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters;
- (f) may develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;
- (g) shall monitor on a regular basis programs, measures and procedures related to the safety and health of employees;
- (h) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;
- (i) shall cooperate with the Safety Officers;

- (j) may request from the Employer such information as the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the workplace;

and

- (k) shall have full access to all reports prepared by the Employer or Union or at the Employer's or Union's request, relating to the safety and health of the employees represented by the Committee, but shall not have access to the medical records of any person except with the consent of that person.

- 15.6.1 The "Technical Group" shall have two (2) members on this Committee.
- 15.6.2 Meetings will be held at least once each quarter. Special meetings required on an urgent basis shall be held at the call of either co-chairperson, who should both be present at that meeting. The absence of one of the co-chairpersons will not prevent the holding of an emergency meeting.
- 15.6.3 The Committee will establish procedures for the conduct of its meetings as it considers advisable.
- 15.6.4 Minutes of each committee meeting shall be distributed in both official languages to all committee members and posted on designated bulletin boards.
- 15.6.5 The Committee shall have two (2) co-chairpersons of equal standing chosen from the members of the Committee, one being an employee representative selected by the employee representatives in the Committee and the other being a managerial representative selected by the managerial representatives on the Committee. The chairmanship shall alternate quarterly or as agreed by the Committee.
- 15.6.6 A secretary will be selected by the Committee but need not be a member of the Committee. The secretary's duties will include the keeping of minutes and records and the preparation of agendas.
- 15.6.7 The Committee shall have the authority to create sub-committees where needed. The sub-committees may include advisors who are not Committee members.

- 15.7 Matters referred to the Joint Occupational Safety and Health Committee shall be dealt with in an expeditious and appropriate manner. In the event that a complaint is not resolved by the Joint Occupational Safety and Health Committee, employee(s) may file a grievance that would be expeditiously processed in accordance with Article 6.
- 15.8 The parties recognize that legislation may be proclaimed that would establish certain minimum standards applicable to this Article. Where this agreement provides more favourable language in respect to matters of Health and Safety, it shall take precedence.
- 15.9 The Employer will release the CEP representatives without loss of pay or leave credits to attend to meetings and responsibilities as members of the Joint Occupational Safety and Health Committee.

## ARTICLE 16

### HOURS AND SCHEDULING OF WORK

#### 16.1 **Workweek and Days Off**

The thirty-five (35) hour workweek shall apply and commence at 0001 hours Monday. The hours of work shall be exclusive of the first meal period but inclusive of all breaks.

- 16.1.1 A scheduled day off, or a day off in lieu, shall be defined as twenty-four (24) hours for each such day.

#### 16.2 **Day of Work**

A day of work shall mean the hours in a day scheduled and/or assigned to an employee with a minimum credit of seven (7) hours, excluding the first meal period and any time worked as call-back (Article 16.10), all calculated to the end of the last quarter ( $\frac{1}{4}$ ) hour in which work was performed.

- 16.2.1 An employee's day of work shall not commence later than 1700 hours of the day prior to their scheduled days off as referred to in clause 16.1.1.



16.2.2 Any day of work that is broken through authorized absence with pay (e.g. short-term disability, annual, special leave or any other absence with pay) will not reduce the minimum day of work credit of seven (7) hours.

16.2.3 Absence without pay will reduce the day of work by one (1) hour for each hour of absence and overtime will only be paid for those hours actually worked in excess of seven (7) hours. Deductions from basic salary for absence without pay will only occur when the actual hours worked in a day of work are less than seven (7) hours. Not more than seven (7) hours can be deducted from basic salary for each day of such absence.

16.2.4 **Travelling Time**

When the Employer requires an employee to travel outside their headquarters area for the purpose of performing duties or to undertake training at the Employer's request, the employee will be reimbursed for reasonable expenses in accordance with Article 12 and shall be compensated in the following manner:

(a) on a normal day of work on which the employee travels but does not work, the employee shall receive their regular pay for the day;

(b) on a normal day of work on which the employee travels and works, the employee shall be paid:

(i) their regular pay for the day for a combined period of travel and work not exceeding seven (7) hours;

and

(ii) at the applicable overtime rate for additional travel time in excess of a seven (7) hour day of work and travel, with a maximum payment for such additional travel time not to exceed seven (7) hours' pay at the straight-time rate in any day;

(c) on a day off or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of seven (7) hours' pay.

16.2.5 For the purpose of clause 16.2.4, 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 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, direct to their destination and, upon their return, direct back to their residence or workplace, whichever is the lesser amount;
- (c) in the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

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

16.2.7 The provisions of this Article do not apply to an employee during their stay at an intermediate stop-over or final destination.

### 16.3 **Time Sheets and Attendance Record**

An employee's time sheet shall not be changed without notifying the employee when such change results in a reduction of the employee's claim. Such notification must be within ten (10) working days of the discovery of the error causing such reduction. At the employee's request the employee may have access to their time sheets for each overtime period.

16.3.1 Employees will continue to register their attendance in accordance with present practice.

### 16.4 **Scheduling and Posting of Schedules**

Each employee's schedule for any week shall be posted as early as possible, but in no event later than 1500 hours of the Friday three (3) weeks prior to the week covered by the schedule. It is the Employer's intent to ensure that each employee shall be advised of their work schedule at the earliest possible time.

- 16.4.1 Each employee's posted schedule shall state clearly daily starting time, finishing time and first meal period.
- 16.4.2 Notice of any change in posted hours shall be given not later than 1200 hours of the employee's last working day prior to the day in question. When changes are made to an employee's schedule on the employee's last working day, the employee will be informed directly. Otherwise the employee shall be credited with all hours originally scheduled, plus any additional hours worked.
- 16.4.3 The Employer will endeavour to ensure that the various shifts will be distributed as fairly as possible amongst qualified employees.

16.5 **Agreed Schedules**

The Employer and the Union recognize that there are different work schedules and shift patterns possible within the framework of the Employer's operation, other than the seven (7) hour day, five (5) day week. To this end, the Employer will plan with such employees work schedules which are mutually agreeable and in such cases it is agreed that overtime and other provisions of the Agreement will be modified as required. Any such agreements will be put in writing and signed by the employees and their supervisor. Each agreement will contain terms for its review and reversion back to the usual scheduling provisions of the collective agreement. Before implementation such agreements will be submitted to the Representative of the Employer and the National Union for ratification.

- 16.5.1 Provided sufficient advance notice is given, the Employer may authorize employees to exchange shifts using the form Attachment No.1, consistent with the Management Rights under Article 3.

16.6 **Overtime**

Overtime is defined as those hours added to the minimum seven (7) hour day of work, or to the mutually agreed day of work established under Article 16.5.

16.6.1 When the time worked is in excess of the minimum scheduled day of work or the agreed schedules, (clauses 16.2 and 16.5), all such hours are overtime hours and shall be paid at one and one-half (1½) times the basic rate. In addition, the employee shall be compensated at an additional half (½) times basic after three (3) hours of overtime.

16.6.2 An employee is entitled to overtime compensation under clause 16.6.1 to the end of the last quarter (¼) hour in which work was performed.

16.7 **Work on a Day Off**

When an employee works on a scheduled day off, work performed on that day shall be compensated at one and one-half (1½) times the basic rate for the first seven (7) hours and double (2) time thereafter.

Employees so assigned shall receive a minimum of four (4) hours pay at the applicable rate. The provisions of Article 17 shall apply as appropriate.

16.7.1 (a) When an employee works on both Saturday and Sunday, work performed on the Sunday shall be compensated at two (2) times the basic rate.

(b) When an employee works on the first day in an unbroken series of consecutive and contiguous days off and designated holidays, the employee shall be compensated for all hours worked on the second or subsequent day in the series at two (2) times the basic rate.

16.8 **Time Off in Lieu**

Overtime, work on a day off, or on a designated holiday, stand-by as per clause 16.13.5 and the meal displacement as per clause 17.5, shall be compensated in cash except that upon request of an employee, equivalent leave with pay shall be granted at times mutually agreeable to both the employee and the Employer.

\* 16.8.1 Compensatory leave in lieu not used by the end of the year or not authorized to be carried over, will be paid for in cash. Compensatory leave in lieu authorized to be carried over, shall be taken prior to September 30<sup>th</sup> of the next year.

16.8.2 The parties, recognizing that time off in lieu may be difficult to arrange at times, agree that the intent of this Article is to allow members of the bargaining unit to take their "lieu time" as time off instead of being paid. Best efforts must be made to meet this intent and schedule such time off.

**16.9 Turnaround Period**

A turnaround period is the period between the end of one day of work, including overtime hours, and the commencement of the next day of work. The normal turnaround period shall not be less than twelve (12) hours.

16.9.1 All time worked during any turnaround period shall be compensated at an additional one-half (½) times basic rate for the portion of such assignment which encroaches on the turnaround period.

16.9.2 No payment shall be made for the following encroachments:

- (a) on a shift where an employee is released from duty to attend negotiation or grievance meetings with management;
- (b) on a swing-in-shift on a regular rotating shift pattern which occurs in conjunction with an employee's scheduled day(s) off;
- (c) where an employee requests, and the Employer agrees to alternate temporary schedules upon signature of a waiver form.

**16.10 Call-Back**

Call-back is defined as those hours credited to an employee who, having worked and/or been credited with at least a day of work (Articles 16.2 and 16.5), has left the place of work and is called back to perform further work.

16.10.1 Should an employee who has completed a day of work and who has left their place of work be called back to work, the employee shall be paid at the rate of time and one-half (1½) for all hours worked with a minimum credit of three (3) hours' pay at the rate of time and one-half (1½). Call-back shall be computed separately from the workweek.

16.10.2 Notwithstanding clause 16.10, when an employee assigned to work and who reports for work two (2) hours or less prior to the commencement of their next scheduled work period, such hours will be considered contiguous to their day of work, and the employee shall receive the applicable overtime rate and turnaround premium.

16.11 Where there is a need for additional work assignments, the Employer shall make every reasonable effort to assign overtime, call-back, work on scheduled day(s) off or on a designated holiday equitably among readily available qualified employees.

\* 16.12 **Shift Premium**

(a) An employee will receive a shift premium of two dollars and twenty-five cents (\$2.25) per hour for all hours worked between 1800 hrs and 0600 hrs. The premium will be paid following the first hour and for all subsequent hours between 1800 hrs and 0600 hrs.

16.13 **Stand-by**

16.13.1 When the Employer requires an employee to be available on stand-by during off duty hours, an employee shall be compensated at the rate of one-half (½) hour for each four (4) hour period or portion thereof for which the employee has been designated as being on stand-by duty.

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

16.13.3 No stand-by duty payment shall be granted if an employee is unable to report for duty when required.

16.13.4 An employee on stand-by duty who is required to report for work shall be paid, in addition to the stand-by pay, the greater of:

(i) the applicable overtime rate for the time worked;

- (ii) the minimum of four (4) hours' pay at the applicable overtime rate; except that this minimum shall only apply once during a single period of eight (8) hours stand-by duty.
- 16.13.5 Overtime earned under clause 16.13.4 shall be compensated in cash except where upon application by the employee and at the discretion of the Employer, overtime may be taken in the form of compensatory leave in accordance with clause 16.8 of the collective agreement.
- 16.13.6 Time spent by the employee called back to work or returning to his residence shall not constitute time worked.
- 16.13.7 The Employer agrees that in the areas and in the circumstances where electronic paging devices are both practicable and efficient they will be provided without cost to those employees on stand-by duty.
- 16.14 Notwithstanding any other provisions of the collective agreement, when work is to be performed on Saturday or Sunday, the work will be remunerated at straight-time rates for seven (7) hours per day (except where otherwise specified in this article). More particularly, when up to (7) hours per day of weekend work is performed by the following categories of employees, it will be paid at straight-time rates:
- (a) Full-time employees who have volunteered and are qualified to do the work; or
  - (b) Any other employee, who is qualified to do the work, provided such employee has worked or is scheduled to work no more than one thousand ninety-two (1092) hours in the calendar year and provided that the total number of weekend hours so assigned at straight-time rates to all such employees in the bargaining unit does not exceed:
    - 848 hours for the balance of 2004; and
    - 5405 hours in 2005 and 2006.
- 16.14.1 Employees who perform work on both Saturday and Sunday at straight-time rates in accordance with clause 16.14 will be provided two (2) consecutive days of rest in the following week. When employees perform work on only one of Saturday or Sunday at straight time rates in accordance with clause 16.14, the other weekend day not worked, and either the day before or after it, will be scheduled as days of rest. Days of rest may

be modified by the mutual agreement of the employee and their manager.

16.14.2 Should employees be scheduled to perform work on Saturday and/or Sunday (other than in accordance with clause 16.14), the provisions of the collective agreement other than this Article will apply for remuneration.

16.14.3 On March 31, June 30, September 30 and December 31 of each year, the Employer shall provide the Union with the number of hours worked by employees to whom clause 16.14(b) applies and any other information that may be reasonably required by the Union to monitor the application of clause 16.14.

\* 16.15 **Weekend Premium**

Employees shall receive an additional premium of two dollars and twenty-five cents (\$2.25) per hour for all regularly scheduled hours worked at straight-time rates on a Saturday and/or Sunday.

**ARTICLE 17**

**MEAL AND BREAK PERIODS**

17.1 The following provisions of this Article may be modified at the request of two-thirds ( $\frac{2}{3}$ ) majority of the employees concerned. Such modifications shall require management approval and prior to implementation, approval of the Union at the National Level.

17.1.1 No meal or break period shall be scheduled during the first hour of the day of work.

17.2 **First Meal Period**

In all work assignments of five (5) hours or more, the first meal period, which shall have a duration of sixty (60) minutes, shall be scheduled as follows:

(a) between 1115 hours and 1430 hours;

or

(b) between 1630 hours and 2000 hours;



or

(c) at times mutually agreed by the employee and Employer.

\* 17.3 **Second Meal Period**

An employee who works three (3) or more hours of overtime immediately following their regular scheduled hours of work shall be reimbursed their expenses for one (1) meal in the amount of eleven dollars and fifty cent (\$11.50) except where free meals are provided. Reasonable time with pay [minimum thirty (30) minutes] to be determined by management, shall be allowed the employee in order that the employee may take a meal period at their place of work.

\* 17.4 **Subsequent Meal Periods**

When an employee works overtime continuously extending four (4) hours or more beyond the period provided in 17.3, the employee shall be reimbursed for one (1) additional meal in the amount of eleven dollars and fifty cents (\$11.50), except where free meals are provided. Reasonable time with pay [minimum thirty (30) minutes] to be determined by management shall be allowed the employee in order that the employee may take a meal period at their place of work.

17.5 **Meal Displacement**

If the scheduled meal period as per clause 16.4.1 is not changed before 1700 hours of the day prior and the meal period is displaced by more than fifteen (15) minutes in relation to the scheduled time, the scheduled meal period shall be paid at one and one-half (1½) times the employee's basic hourly rate.

17.6 **Break Periods**

During a day of work, employees will be entitled to at least two (2) fifteen (15) minute break periods that may be taken away from the employee's immediate work area.

17.6.1 Any break period which has not been given shall be added to the end of the day of work and be paid at the basic rate.

**ARTICLE 18**

**APPLICATION**

- 18.1 The provisions of this Agreement apply to the Union, employees who are members of the Technical Group Bargaining Unit and the Employer.
- 18.2 Both the English and French texts of this Agreement shall be official.

**ARTICLE 19**

**PRECEDENCE AND CONCLUSIVE AGREEMENT**

- 19.1 When there is a conflict between this collective agreement and any regulation or directive, this Agreement shall take precedence over said regulation or directive.
- 19.2 The provisions of the Appendix and Attachment contained in this Agreement form an integral part of the Agreement except that in the case of conflict between one text and the other, the provisions of the Agreement shall prevail.
- 19.3 The parties hereto agree that this Agreement is conclusive and that any matter not herein specifically dealt with shall not be subject of negotiations prior to the expiration of this Agreement unless mutually agreed. The parties further understand and declare that in case any provisions of this Agreement are now or hereafter inconsistent with any Statute of Canada, such provisions shall be applied in such a manner as will conform with the law.

**ARTICLE 20**

**EFFECTIVE DATE AND DURATION**

- \* 20.1 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on June 14, 2012 and shall remain in force until March 31, 2014.

## ARTICLE 21

### GENERAL WAGE PROVISIONS

- 21.1 An employee, other than an employee paid a holding rate, shall be paid for services rendered a rate of pay specified in Appendices A for their classification level.
- 21.2 **Pay Increment Administration**
- An employee shall be granted pay increments until the maximum rate of the range established for that employee's classification.
- 21.2.1 **Pay Increment Date**
- The pay increment date for a full-time employee appointed to a position classification in the bargaining unit upon promotion, demotion, or from outside the House of Commons of Canada shall be the anniversary date of such appointment.
- 21.2.2 **Pay Increment Periods**
- (a) Full-time employees: The pay increment period for full-time employees is twelve (12) months.
- (b) The pay increment period for part-time employees is eighteen hundred and twenty (1,820) straight-time hours during a period of continuous employment, provided that the maximum rate for the employee's level is not exceeded.
- 21.2.3 The Employer may deny a pay increment to an employee if it is satisfied that the employee is not performing the duties of their position satisfactorily. Where the Employer intends to deny an employee's pay increment, it shall notify the employee in writing at least two (2) weeks before the due date of the pay increment giving reasons for the denial. Where the Employer has denied an employee's pay increment, it may grant the increment to the employee on any Monday prior to the expiration of the next following pay increment period and the employee shall retain their increment date. The Employer shall review the employee's performance three (3) months after the date of denial and decide whether or not the employee's increment should be granted.
- 21.2.4 Pay increments shall be in accordance with Article 21.2.2.

**21.3 Rate of Pay on Appointment**

An employee appointed to a position with a classification level having a maximum rate of pay four percent (4%) or more, greater than the maximum of their former classification level, shall be paid in the new classification level at the rate of pay nearest to the rate the employee was receiving immediately before the appointment, that gives the 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.

- 21.3.1 (a) An employee appointed to a position with a classification level having the same maximum rate of pay as their former classification level shall be paid a rate of pay in the new scale of rates nearest to but not less than the rate the employee was receiving immediately before the appointment or, if there is no such rate, the employee shall be paid the maximum of the new scale of rates.
- (b) An employee appointed to a classification level having a maximum rate of pay which exceeds the maximum rate of their former classification level by less than four percent (4%) shall be paid a rate of pay in the new scale of rates nearest to but not less than the rate the employee was receiving immediately before the appointment, except that if there is no such rate, the maximum of the new scale of rates shall be paid.
- (c) An employee appointed to a position on returning to work after lay-off or leave of absence shall return at the rate according to their seniority at the time of the said lay-off or leave.

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

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

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

- (b) The incumbent of such a position shall be paid a holding rate of pay determined in accordance with the pay provisions pertaining to the former classification level, as revised from time to time, until:
  - (i) 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;
  - or
  - (ii) the incumbent is appointed to a position with a classification level having an attainable maximum rate of pay greater than that applicable, as revised from time to time, to the former classification level.
- (c) (i) The Employer will make a reasonable effort to transfer the incumbent to a position having a classification level equivalent to that of the former classification level of the position.
  - (ii) In the event that an incumbent declines an offer of transfer to a position as in (c) (i) above without good and sufficient reason, the incumbent shall, notwithstanding (b) above, immediately be paid at the rate of pay for the reclassified position.

21.4 Twice the net weekly salary (i.e., salary after a reasonable portion of the total monthly deductions have been made) will be paid not later than 1700 hours each second Wednesday.

**21.4.1 Payment of Salary and Overtime**

The Employer shall endeavour to pay cash overtime compensation by the sixth (6th) week after which it is earned.

**21.5 Announce or Voicing Duty Premium**

When an employee is required to perform announce or voicing duties on House of Commons originations which are additional to their normal duties, the employee shall be compensated by means of a flat payment, which is in addition to all other benefits to which the employee is entitled under this Agreement, as follows:

- (a) For off-camera voicing items of
  - (i) Up to two (2) minutes: \$ 50.00;
  - (ii) Two (2) up to five (5) minutes: \$ 75.00;
  - (iii) Five (5) up to fifteen (15) minutes: \$100.00; and
  - (iv) Fifteen (15) minutes or more or, a daily aggregate of fifteen (15) or more per day: \$150.00.
- (b) Should such announce duties be required on camera, the above amounts will be increased by a further fifty dollar (\$50.00) payment.

**21.6 Temporary Assignment**

The House of Commons has the right to establish temporary assignments to meet operational requirements.

**\* 21.7 Temporary Premium**

Employees temporarily assigned by management to perform the duties of a higher classification shall receive in addition to their normal pay and other premiums a flat amount of thirty dollars (\$30.00) per day of work or portion thereof. It is agreed that an employee shall not be entitled to receive this flat amount when the employee is assigned to provide relief during meal and break periods for up to two (2) hours per day. Where the temporary assignment exceeds five (5) working days, effective on the 6th day of the assignment, the employee shall receive acting pay for the duration of the period which the employee is assigned to perform the duties of a higher classification. Such pay is to be determined in accordance with clauses 21.3 and 21.3.1.

21.8 Where an employee is temporarily assigned by management to perform the duties of a higher classification and where the temporary assignment is known at the outset to exceed five (5) working days the employee shall be paid acting pay commencing from the date the employee is assigned to perform the duties of a higher classification. Such pay is to be determined in accordance with clauses 21.3 and 21.3.1.

21.9 It is understood that the provisions of this Article, Temporary Assignment, shall not be used to avoid the posting and filling of an indeterminate position in the bargaining unit.

**ARTICLE 22**

**PAY ADJUSTMENT ADMINISTRATION**

- 22.1 An employee is entitled to be paid for services rendered in the scale of rates of pay specified in Appendix "A" for the classification to which the employee is appointed.
- (a) The rates of pay set forth in Appendix "A" shall become effective on the date specified therein.
  - (b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of the collective agreement the following shall apply:
    - (i) "retroactive period" for the purpose of paragraphs (ii) and (iii) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the collective agreement is signed;
    - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees, or in the case of death, the estates of former employees who were employees in the bargaining unit during the retroactive period;
    - (iii) rates of pay shall be paid in an amount equal to what would have been paid had the collective agreement been signed on the effective date of the revision in rates of pay.
- 22.2 Only rates of pay and compensation for overtime which has been paid to an employee during the retroactive period will be recomputed and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the employee.
- 22.3 When two (2) or more of the following actions occur on the same date, namely appointment, pay increment and/or pay revision, the employee's rate of pay shall be calculated in the following sequence:
- (a) the employee shall receive his 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.

22.4 Subject to clause 21.2.3 and Appendix "B", (Letter of Agreement on the Transition to the New Pay Structure), employees who have not been at the maximum step of their salary range for at least one (1) year shall move to the new maximum on their regular increment date.



**APPENDIX "A"**

**RATES OF PAY**

**Technical Group - TKG**

A	Effective April 1, 2011	Economic increase of 1.75%
B	Effective April 1, 2012	Economic increase of 1.5%
C	Effective April 1, 2013	Economic increase of 2.0%

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

**RATES OF PAY****Technical Group - TKG**

A	Effective April 1, 2011	Economic increase of 1.75%
B	Effective April 1, 2012	Economic increase of 1.5%
C	Effective April 1, 2013	Economic increase of 2.0%

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

**Rates of Pay / TKG**

**Effective April 1, 2011**

<b>TKG-D</b>	<b>Annual</b>	<b>Weekly</b>	<b>Hourly</b>
Step 1	\$63,908	\$1,224.85	\$35.00
Step 2	\$66,464	\$1,273.84	\$36.40
Step 3	\$69,123	\$1,324.80	\$37.85
Step 4	\$71,888	\$1,377.80	\$39.37
Step 5	\$74,762	\$1,432.88	\$40.94
Step 6	\$77,754	\$1,490.23	\$42.58
Step 7	\$80,864	\$1,549.83	\$44.28

**Effective April 1, 2011**

<b>TKG-E</b>	<b>Annual</b>	<b>Weekly</b>	<b>Hourly</b>
Step 1	\$57,536	\$1,102.73	\$31.51
Step 2	\$59,838	\$1,146.85	\$32.77
Step 3	\$62,230	\$1,192.69	\$34.08
Step 4	\$64,721	\$1,240.44	\$35.44
Step 5	\$67,310	\$1,290.06	\$36.86
Step 6	\$70,001	\$1,341.63	\$38.33
Step 7	\$72,802	\$1,395.32	\$39.87

**Effective April 1, 2011**

<b>TKG-F</b>	<b>Annual</b>	<b>Weekly</b>	<b>Hourly</b>
Step 1	\$51,937	\$995.42	\$28.44
Step 2	\$54,015	\$1,035.25	\$29.58
Step 3	\$56,175	\$1,076.64	\$30.76
Step 4	\$58,422	\$1,119.71	\$31.99
Step 5	\$60,758	\$1,164.48	\$33.27
Step 6	\$63,189	\$1,211.07	\$34.60
Step 7	\$65,717	\$1,259.53	\$35.99

**Rates of Pay / TKG****Effective April 1, 2012**

<b>TKG-D</b>	<b>Annual</b>	<b>Weekly</b>	<b>Hourly</b>
Step 1	\$64,867	\$1,243.23	\$35.52
Step 2	\$67,460	\$1,292.93	\$36.94
Step 3	\$70,160	\$1,344.68	\$38.42
Step 4	\$72,967	\$1,398.48	\$39.96
Step 5	\$75,884	\$1,454.39	\$41.55
Step 6	\$78,920	\$1,512.57	\$43.22
Step 7	\$82,076	\$1,573.06	\$44.94

**Effective April 1, 2012**

<b>TKG-E</b>	<b>Annual</b>	<b>Weekly</b>	<b>Hourly</b>
Step 1	\$58,399	\$1,119.27	\$31.98
Step 2	\$60,736	\$1,164.06	\$33.26
Step 3	\$63,164	\$1,210.59	\$34.59
Step 4	\$65,692	\$1,259.05	\$35.97
Step 5	\$68,319	\$1,309.40	\$37.41
Step 6	\$71,052	\$1,361.78	\$38.91
Step 7	\$73,894	\$1,416.25	\$40.46

**Effective April 1, 2012**

<b>TKG-F</b>	<b>Annual</b>	<b>Weekly</b>	<b>Hourly</b>
Step 1	\$52,716	\$1,010.35	\$28.87
Step 2	\$54,825	\$1,050.77	\$30.02
Step 3	\$57,018	\$1,092.80	\$31.22
Step 4	\$59,298	\$1,136.50	\$32.47
Step 5	\$61,669	\$1,181.94	\$33.77
Step 6	\$64,137	\$1,229.24	\$35.12
Step 7	\$66,703	\$1,278.42	\$36.53

**Rates of Pay / TKG**

**Effective April 1, 2013**

<b>TKG-D</b>	<b>Annual</b>	<b>Weekly</b>	<b>Hourly</b>
Step 1	\$66,164	\$1,268.09	\$36.23
Step 2	\$68,810	\$1,318.81	\$37.68
Step 3	\$71,563	\$1,371.57	\$39.19
Step 4	\$74,426	\$1,426.44	\$40.76
Step 5	\$77,401	\$1,483.46	\$42.38
Step 6	\$80,498	\$1,542.82	\$44.08
Step 7	\$83,718	\$1,604.53	\$45.84

**Effective April 1, 2013**

<b>TKG-E</b>	<b>Annual</b>	<b>Weekly</b>	<b>Hourly</b>
Step 1	\$59,567	\$1,141.66	\$32.62
Step 2	\$61,950	\$1,187.33	\$33.92
Step 3	\$64,427	\$1,234.80	\$35.28
Step 4	\$67,005	\$1,284.21	\$36.69
Step 5	\$69,686	\$1,335.59	\$38.16
Step 6	\$72,473	\$1,389.01	\$39.69
Step 7	\$75,372	\$1,444.57	\$41.27

**Effective April 1, 2013**

<b>TKG-F</b>	<b>Annual</b>	<b>Weekly</b>	<b>Hourly</b>
Step 1	\$53,771	\$1,030.57	\$29.44
Step 2	\$55,922	\$1,071.80	\$30.62
Step 3	\$58,158	\$1,114.65	\$31.85
Step 4	\$60,484	\$1,159.23	\$33.12
Step 5	\$62,903	\$1,205.59	\$34.45
Step 6	\$65,420	\$1,253.83	\$35.82
Step 7	\$68,037	\$1,303.99	\$37.26

COLLECTIVE AGREEMENT

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Signed at Ottawa, on the      day of                      2012

FOR THE HOUSE OF  
COMMONS

FOR THE COMMUNICATIONS,  
ENERGY AND PAPERWORKERS  
UNION

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Elaine Diguier

---

Denise Cyr

---

Nathalie Hannah

---

Brian Martin

---

Louis Lefebvre

---

Barry Freill

---

Jean Leduc

---

Fred Bond, Negotiator

---

Monique Enright

---

Carole Piette, Negotiator

**APPENDIX "B"**  
**LETTER OF AGREEMENT BETWEEN**  
**THE HOUSE OF COMMONS**  
**AND**  
**THE COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION**  
**OF CANADA**  
**TECHNICAL GROUP BARGAINING UNIT**  
**RE: TRANSITION TO NEW PAY STRUCTURE**

**1.0 Pay Administration**

**1.1 Rates of Pay**

Rates of pay applicable to jobs evaluated under the new Job Evaluation Plan (the Plan) are found in Appendix "A-1" of the collective agreement.

**1.2 Rates of Pay on Conversion to a Level with an Equal or Higher Maximum Rate of Pay**

On conversion to a level under the Plan having an equal or higher maximum rate of pay, the employee shall be paid at the rate of pay nearest to but not less than the rate previously received.

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

On conversion to a level under the Plan having a lower maximum rate of pay, the employee shall be deemed to have retained for all purposes his/her former group and level. With respect to the pay of the incumbent, this may be cited as "Salary Protection Status" and 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.

Employees under the "Salary Protection Status" shall receive the same economic increases as those granted to employees under the Plan.

**1.4 Pay Increment Administration**

On conversion, the employee retains the pre-conversion increment date applicable unless:

the employee receives an increase on conversion equal to or greater than that which would have been received on promotion; or

the employee was paid at the maximum of the former group and level and is not paid at the maximum in the new group and level.

In these instances, a new increment date shall be established from the date of conversion.

When an employee's pre-conversion increment date is the same date as the date of the conversion, the increment shall be applied to the employee's salary prior to conversion taking place.

**2.0 Conversion Review Procedure**

The parties recognize that implementation of a new Job Evaluation Plan is likely to result in a number of classification review requests. The parties agree to the following process for dispute resolution consisting of two (2) levels of review:

- 1) Informal Review Process; and
- 2) Classification Review Committee.

This procedure shall apply to all classification review requests arising from the implementation of the Plan and replaces the current grievance procedure under the collective agreement. Employees involved in the conversion review procedure have the right to be represented by their Union.

**2.1 First Level — Informal Review Process**

The Informal Review Process sets out constructive and effective steps for managers and/or employees to follow where the employee or the manager disagree with the results of the evaluation of the employee's job.



**2.1.1 Intent**

To provide House employees with the opportunity to obtain clarification regarding evaluation results;

and

to ensure that the transition between the existing and the new Hay Job Evaluation Plan is conducted in a transparent, efficient and expedient manner.

2.1.2 An employee who has concerns about the evaluation results of his/her substantive position shall bring them to the attention of the Employer by submitting a written request outlining his/her concerns directly to the attention of the Classification Renewal Program Office. A copy shall also be forwarded to the employee's immediate supervisor. Such request shall be submitted no later than fifteen (15) working days from the date the employee receives the Official Employee Notification (OEN) of conversion.

2.1.3 More than one incumbent may have concerns with respect to the same position and submit a request. In such a case, these concerns shall be collected and handled simultaneously to resolve all requests related to the same generic job.

2.1.4 The Classification Renewal Program Office shall review the concerns and respond in writing within thirty (30) working days.

2.1.5 Time limits may be extended by mutual agreement; such agreement shall be in writing.

**2.2 Second Level — Classification Review Committee**

2.2.1 An employee who believes that his/her position has been improperly classified and is unsatisfied with the response provided by the Classification Renewal Program Office under clause 2.1 above, may submit a request for review to the Classification Review Committee. Such request shall be submitted no later than fifteen (15) working days after the employee has received the results of the Informal Review Process.

- 2.2.2 The Classification Review Committee shall conduct a review of all requests and shall inform each employee of the results no later than twenty (20) working days after the submission for review. Time limits may be extended by mutual agreement; such agreement shall be in writing.
- 2.2.3 The Classification Review Committee shall endeavour to reach consensus on all evaluations. Failing consensus, the Third Party shall decide.
- 2.2.4 The decision of the Classification Review Committee is final and binding.
- 3.0 **Classification Review Committee — Administration and Composition**
- 3.1 A Classification Review Committee shall be established by January 31, 2005. The Classification Review Committee shall be composed of two (2) representatives appointed by the House of Commons, two (2) Union representatives and a third party specialist with knowledge and expertise in the area of job classification. The Third Party shall be mutually agreed upon by both parties and shall act as Chair. Either party may replace its representatives on the Committee.
- 3.2 The Classification Review Committee shall determine its own rules of procedure, except for section 2.2.3 above.
- 3.3 The Classification Review Committee shall be responsible for determining the proper classification and level of the position, in accordance with the Job Evaluation Plan Manual.
- In addition to the job description documentation, evidence as to the duties actually performed and that have been assigned, shall be considered relevant and admissible evidence.
- 3.4 The Classification Review Committee shall meet as frequently as is necessary in order to fulfill its mandate.

- 3.5 Meetings of the Classification Review Committee shall commence no later than January 31, 2005. The Classification Review Committee shall meet at the House of Commons, or such other premises provided by the House of Commons. The House of Commons shall be responsible for the expenses of the Classification Review Committee, including the salaries and benefits of all members of the Committee who are not full-time Union representatives, in accordance with the collective agreement and the House of Commons' expense guidelines. If the Union representatives require leave, it shall be provided pursuant to the collective agreement.
- 3.6 The House of Commons shall be responsible for the fees and expenses of the Third Party.
- 3.7 The House of Commons agrees that employees shall be granted the necessary time during business hours to participate in the Conversion Review Procedure.

The Committee shall have no jurisdiction to review, amend, or otherwise modify the job factors, degrees and benchmarks identified in the Conversion Review Procedure.

Signed at Ottawa on the 12th day of October 2004.

**APPENDIX "C"**

**LETTER OF AGREEMENT – SALARY PROTECTION STATUS**

In order to provide employees who are in a "Salary Protection Status" with appropriate skills and knowledge to improve their employment opportunities, one hundred percent (100%) reimbursement not exceeding \$2000 shall be available to them for the successful completion of professional development courses taken outside regular working hours during the duration of this Agreement, subject to the prior approval of the responsible manager.

Signed at Ottawa on the 12th day of October 2004.

**APPENDIX "D"**

**EMPLOYEES BEING PAID IN HOLDING RANGES OF RATES**

An employee who, on the effective date of this Agreement, was being paid in a holding range of rates shall continue to be paid in that range of rates until such time as the maximum rate of pay for their classification level is equal to or higher than the maximum of their holding range of rates. At such time the employee will be paid at the rate which is nearest to but not less than their holding rate and the employee shall retain their increment date.

**ATTACHMENT NO. 1**

**CHANGE OF SHIFTS**

**Re: Article 16**

I/We the undersigned employee(s) request a change in scheduled shifts as follows:

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I/We agree to waive scheduling and turnaround penalties as provided in the CEP-House of Commons collective agreement that may arise as a result of the requested change in shifts.

Approved \_\_\_\_\_

Date \_\_\_\_\_

Employee \_\_\_\_\_

Employee \_\_\_\_\_

Date \_\_\_\_\_