



PARLIAMENTARY PROTECTIVE SERVICE
SERVICE DE PROTECTION PARLEMENTAIRE
CANADA

AGREEMENT BETWEEN THE
PARLIAMENTARY PROTECTIVE SERVICE
AND THE
SENATE PROTECTIVE SERVICE
EMPLOYEES ASSOCIATION

EXPIRY DATE
2020-03-31



Parliamentary Protective Service
Labour Relations, Health & Safety and Wellness
165 Sparks Street
Ottawa, Ontario K1P 5E1

This document is available on [Collab](#).

Senate Protective Service Employees Association
140 Wellington Street, Room 112
Ottawa, ON K1A 0A4

Table of contents

Part I: General provisions	5
Article 1: Purpose of Agreement	5
Article 2: Interpretation and Definitions	5
Article 3: Application	7
Article 4: Precedence of legislation and the collective agreement	7
Article 5: Managerial Responsibilities	7
Part II: Union security and labour relations matters	7
Article 6: Recognition	7
Article 7: Appointment of Representatives	8
Article 8: Check-off	8
Article 9: Information	9
Article 10: Information for Employees	9
Article 11: Provision of Bulletin Board Space and Other Facilities	9
Article 12: Leave for Union business	10
Article 13: Present conditions and benefits	12
Part III: Leave provisions	12
Article 14: Leave – general	12
Article 15: Vacation leave with pay	12
Article 16: Designated paid holidays	16
Article 17: Other leave with or without pay	17
Article 18: Sick leave	30
Article 19: Severance pay	31
Part IV: Working conditions	33
Article 20: Hours of work	33
Article 21: Overtime	36
Article 22: Meal allowance	38
Article 23: Pay	38
Article 24: Premiums	39
Part V: Other terms and conditions of employment	40
Article 25: Surveillance	40
Article 26: Grievance procedure	40

Article 27: Joint consultation.....	43
Article 28: Suspension and discipline	43
Article 29: Contracting out.....	44
Article 30: Seniority	44
Article 31: Employee performance review and employee files	45
**Article 32: Uniform.....	46
Article 33: Job security	47
Article 34: Health and Safety	49
Article 35: Technological change.....	49
Article 36: Rights of employees	50
Article 37: Personal and Sexual harassment.....	50
Part VI: Pay and duration	50
Article 38: Call-back pay	50
Article 39: Standby	51
Article 40: Changes to the Agreement.....	51
Article 41: Duration.....	52
** Appendix A Rate of pay	53
**Appendix B Memorandum of Settlement of May 2015	54
Appendix C Overtime Allocation.....	56
Appendix D Work Schedule (A to E Teams)	58
Appendix D-1 Work Schedule (G Team)	59
Appendix E Archived Provisions for the Elimination of Severance Pay for Voluntary Separations (Resignation and Retirement)	60
Appendix F	64
**Appendix U Uniform and Apparel Entitlements.....	65

Part I: General provisions

Article 1: Purpose of Agreement

- 1.01** The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Association, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.
- 1.02** The parties to this Agreement share a desire to improve the quality of the services on Parliament Hill and throughout the Parliamentary Precinct and to promote the well-being and increased efficiency of its employees to the end that the Parliament of Canada will be well and efficiently served. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Parliamentary Protective Service in which members of the bargaining unit are employed.

Article 2: Interpretation and Definitions

2.01 For the purpose of this Agreement:

- (a) **“Association”** means the “Senate Protective Service Employees Association” or “SPSEA” (Association);
- (b) **“bargaining unit”** means the employees of the Employer in the Group described in Article 6 (unité de négociation);
- (c) a **“common-law partner”** means a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year (conjoint de fait);
- (d) **“daily rate of pay”** means an employee’s weekly rate of pay divided by five (5) (taux journalier de rémunération);
- (e) **“day of rest”** in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave or absent from duty without permission (jour de repos);
- (f) **“employee”** means a person so defined in the *Parliamentary Employment and Staff Relations Act* who is a member of the bargaining unit (Employee);

- (g) **“Employer”** means the Parliamentary Protective Service as defined in the *Parliamentary Employment and Staff Relations Act* (Employer);
- (h) **“holiday”** means the twenty-four (24) hour period commencing at 00h01 hour of a day designated as a designated paid holiday in this Agreement (jour férié);
- (i) **“hourly rate of pay”** means a full-time employee’s annual rate of pay divided by 1820 hours (taux de rémunération horaire);
- (j) **** “immediate family”** is defined as:
- i. spouse (including common-law spouse or same sex partner);
 - ii. children (including foster children, step-children and children of spouse or common-law partner and ward of the employee) and grandchildren;
 - iii. parents (including stepparents or foster parents) of the employees, father-in-law, mother-in-law;
 - iv. brother, sister, step-brother, step-sister;
 - v. grandparents of the employee;
 - vi. any relative permanently residing in the employee’s household or with whom the employee permanently resides; and
 - vii. a person who stands in the place of an immediate family member for the employee whether or not there is any degree of consanguinity between such person and the employee.
- (k) **“lay-off”** means the termination of an employee’s employment because of lack of work or because of a discontinuance of a function (mise en disponibilité)
- (l) **“leave”** means authorized absence from duty by an employee during his regular or normal hours of work (congé);
- (m) **“membership dues”** means the dues established pursuant to the constitution of the Association as the dues payable by its members as a consequence of their membership in the Association, and shall not include any initiation fee, insurance premium, or special levy (cotisations syndicales);
- (n) **“seniority”** means the length of an employee’s continuous employment at the same rank, within the bargaining unit, calculated as the time from the date that he first worked at that position (ancienneté);
- (o) **“weekly rate of pay”** means an employee’s annual rate of pay divided by 52.176 (taux de rémunération hebdomadaire).

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

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

Article 3: Application

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

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

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

3.04 All letters of understanding appended to this Agreement form part of this Agreement.

Article 4: Precedence of legislation and the collective agreement

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

Article 5: Managerial Responsibilities

5.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities within the Parliamentary Protective Service.

Part II: Union security and labour relations matters

Article 6: Recognition

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

Article 7: Appointment of Representatives

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

Article 8: Check-off

- 8.01** Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.
- 8.02** The Association shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 8.03** For the purpose of applying clause 8.01, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.
- 8.04** An employee who satisfies the Employer to the extent that he declares in an affidavit that he is a member of a religious organization registered

pursuant to the *Income Tax Act*, whose doctrine prevents him as a matter of conscience from making financial contributions to an employee organization and that he will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved.

8.05 No employee organization, as defined in Section 3 of the *Parliamentary Employment and Staff Relations Act*, other than the Association shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

8.06 The amounts deducted in accordance with clause 8.01 shall be remitted to the Treasurer of the Association within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

8.07 The Employer agrees to continue the past practice of making deductions for other purposes where feasible on the basis of the production of appropriate ~~documentation~~.

Article 9: Information

****9.01** The Employer agrees to supply the Association in writing, within fifteen (15) working days, the name, classification and status of employees who enter or leave the bargaining unit.

Article 10: Information for Employees

****10.01** The Employer agrees to make a copy of the signed Collective Agreement available electronically to all employees as soon as possible, after ratification.

Article 11: Provision of Bulletin Board Space and Other Facilities

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

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

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

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

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

Article 12: Leave for Union business

**** Complaint made to the Federal Public Sector Labour Relations and Employment Board Pursuant to Section 13 of the *Parliamentary Employment and Staff Relations Act*.**

12.01 The Employer will grant leave with pay:

(a) to an employee who makes a complaint on his own behalf, before the Federal Public Sector Labour Relations and Employment Board,

and

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

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

12.02 The Employer will grant leave without pay:

(a) to an employee who represents the Association in an application for certification or in an intervention,

and

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

12.03 The Employer will grant leave with pay to an employee called as a witness by the Federal Public Sector Labour Relations and Employment Board.

Board Arbitration

12.04 The Employer will grant leave with pay to two (2) designated representatives to represent the Association before an Arbitration Board.

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

Adjudication

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

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

Meetings During Grievance Process

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

12.08 When a designated representative is required and/or requested to represent, at a meeting with the Employer, an employee who has presented a grievance, the Employer will arrange the meeting, and will grant time-off with pay to the designated representative.

12.09 Where an employee has asked or is obliged to be represented by the Association in relation to the presentation of a grievance and a designated representative of the Association pursuant to Article 7.02 wishes to discuss the grievance with that employee, the employee and the designated representative of the employee will be given reasonable time-off with pay for this purpose.

Collective Bargaining Meetings

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

12.11 Where operational requirements permit, the Employer will grant leave with pay to a maximum of three (3) employees for the purpose of attending preparatory contract negotiations meetings. The Association agrees to reimburse the Employer an amount equivalent to the daily rate of pay of each employee who is granted leave under this clause, plus salary related benefits costs in the amount of twenty percent (20%) for each day the employee is granted leave under this clause.

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

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

Representatives' Training Courses

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

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

Article 13: Present conditions and benefits

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

Part III: Leave provisions

Article 14: Leave – general

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

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

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

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

or

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

14.04 An employee is not entitled to leave with pay during periods he is on leave without pay or under suspension.

Article 15: Vacation leave with pay

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

Entitlement to vacation leave with pay

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

15.03 (a) Employees are expected to take their vacation leave during the vacation year in which it is earned;

(b) Employees are required to submit their tentative annual vacation leave schedule for approval when requested by the Employer;

i. Each employee has two working days to submit his tentative vacation leave schedule from the time it is requested;

ii. After the two-working day period specified in 15.03(a)(i), no modification will be made to the employee's tentative vacation leave schedule until all team members have submitted and received approval of their vacation schedule;

(c) Once approved, an employee may request to alter his vacation leave schedule by submitting a new request for approval if he gives the Employer ten (10) calendar days' notice;

(d) Notwithstanding Article 30, the Employer will ensure that every effort is made to allow every employee the opportunity to have two (2) consecutive weeks of vacation leave during the period of June to September;

(e) Subject to (a), (b), (c) and (d) above, the Employer will make every reasonable effort to schedule an employee's vacation leave at a time acceptable to him;

(f) The Employer will respond as soon as possible following submission of requests for vacation leave;

(g) An employee will be allowed to carry over to the next fiscal year, a maximum of seventy (70) hours of annual leave credits;

(h) The carried over vacation leave of an employee may not be booked by that employee until all members of his team have booked their respective allotment of vacation leave for that year.

Accumulation of Vacation Leave Credits

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

<u>Length of Service</u>	<u>Vacation Leave</u>
Less than 15 years	11.66 hours per month (4 weeks per fiscal year)
15 years to 27 years	14.58 hours per month (5 weeks per fiscal year)

28 years or more	17.5 hours per month (6 weeks per fiscal year)
-------------------------	---

(b) For the purpose of this clause "length of service" means "continuous employment" as defined in clause 19.08.

(c) For the purpose of clause 15.04(a) only, effective April 1, 2012 on a go forward basis, any service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.

One-time entitlement

15.05 Employees shall be credited a one-time entitlement of thirty-five (35) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service with the Senate. This entitlement applies only once during the employee's total period of employment in the Senate.

(b) The vacation leave credits provided in clause 15.05 shall be excluded from the carry-over of vacation leave provisions stipulated in paragraph 15.03(g).

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

- (a) is granted bereavement leave, or
- (b) is granted sick leave on production of a medical certificate,
- or
- (c) is granted leave with pay for family related responsibilities on production of a medical certificate,

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

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

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

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

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

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

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

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

Recall from vacation leave

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

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

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

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

15.15 The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under clause 15.13 to be reimbursed for reasonable expenses incurred by him.

Cancellation of vacation leave

15.16 When the Employer cancels or alters a period of vacation leave which it has previously approved in writing, the Employer shall reimburse the employee for the non- returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee is

responsible for mitigating any losses incurred and will provide proof of such action, when available, to the Employer.

Article 16: Designated paid holidays

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

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) The day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday;
- (e) The day recognized by the Province of Quebec for the celebration of St. John the Baptist Day;
- (f) Canada Day;
- (g) First Monday of August;
- (h) Labour Day;
- (i) Thanksgiving Day;
- (j) Remembrance Day;
- (k) Christmas Day;
- (l) Boxing Day;
- (m) One additional day when proclaimed by an Act of Parliament as a national holiday.

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

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

Work on a designated holiday

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

- (a) time and one-half ($1\frac{1}{2}$) for all hours worked up to the regular daily scheduled hours of work and double (2) time thereafter, in addition to the pay that the employee would have been granted had he not worked on the holiday, or
- (b) upon request, and with the approval of the Employer, the employee may be granted:
 - (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday, and
 - (ii) pay at one and one-half ($1\frac{1}{2}$) times the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work, and
 - (iii) pay at two (2) times the straight-time rate of pay for all hours worked by him or her on the holiday in excess of the regular daily scheduled hours of work.
- (c)

- (i) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.
- (ii) When in a fiscal year an employee has not been granted all of his lieu days as requested by him, at the employee's option, such lieu days shall be paid off at his straight-time rate of pay or carried over for one year. In all other cases unused lieu days shall be paid off at the employee's straight-time rate of pay.
- (iii) The straight-time rate of pay referred to in 16.04(c)(ii) shall be the rate in effect when the lieu day was earned.

Designated paid holiday coinciding with a day of paid leave

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

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

Article 17: Other leave with or without pay

Bereavement leave with pay

17.01 (a) When a member of his immediate family dies, an employee is entitled to bereavement leave with pay for five (5) consecutive working days, to include the day of the funeral. Up to two (2) additional days for travel time may be granted, if required.

(b) An employee is entitled to one (1) day of bereavement leave with pay for purposes related to the death of his or his immediate spouse's grand-parent, grand-child, son-in-law, daughter-in-law, brother-in-law or sister-in-law. In the case of the death of the employee's grandparent, two (2) supplementary days of leave with pay shall be granted.

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

(d) The parties recognize that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clause (a) and (b).

Maternity leave without pay

17.02 (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.

(b) Notwithstanding paragraph (a):

- (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized;
or
- (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized;

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

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

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

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

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

(f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least six (6) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless because of an urgent or unforeseeable circumstance such notice cannot be given.

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

Maternity allowance

17.03

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

- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
- (ii) provides the Employer with proof that she has applied for and is in receipt of maternity benefits pursuant to the *Employment Insurance Act* or *Québec Parental Insurance Plan* in respect of

insurable employment with the Employer,

and

- (iii) has signed an agreement with the Employer stating that:
 - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
 - (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:

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

However, an employee whose specified period of employment expired and who is rehired by the Senate within a period of 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 section (B).

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

- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
 - and
 - (ii) for each week that the employee receives a maternity benefit pursuant to the *Employment Insurance Act* or *Québec Parental Insurance Plan*, the difference between the gross weekly amount of the Employment Insurance maternity benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been granted during this period.
- (d) At the employee's request, the payment referred to in subparagraph 17.04 (c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance maternity benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act* or *Québec Parental Insurance Plan*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings that the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is

appointed.

- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's severance pay.

Special maternity allowance for totally disabled employees

17.04 (a) An employee who:

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

and

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

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

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

Parental leave without pay

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

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

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

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

or

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

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

(d) An employee who intends to request parental leave without pay shall notify the Employer at least six (6) weeks in advance of the expected date of birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b) unless because of an urgent or unforeseeable circumstance such notice cannot be given.

(e) The Employer may:

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

(ii) grant the employee parental leave without pay with less than six (6) weeks' notice;

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

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

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

Parental allowance

17.06

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

- (iv) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
- (v) provides the Employer with proof that he has applied for and is in receipt of parental, paternity or adoption benefits pursuant to the *Employment Insurance Act* or *Québec Parental Insurance Plan* in respect of insurable employment with the Employer,

and

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

- (A) the employee will return to work on the expiry date of his parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
- (B) following his return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 17.04 (a)(iii)(B), if applicable;

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

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

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

- (b) For the purpose of sections (a)(iii)(B) and (a)(iii)(C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) other than as provided in subparagraph (iii) below, for each week in respect of which the employee receives parental, paternity or adoption benefits pursuant to the *Employment Insurance Act* or *Québec Parental Insurance Plan*, the difference between the gross weekly amount of the Employment Insurance parental, paternity or adoption benefits he is eligible to receive and ninety-three per cent (93%) of his weekly rate of pay less any other monies earned during this period which may result in a decrease in his parental, paternity or adoption benefits to which he would have been eligible if no extra monies had been earned during this period;
 - (iii) 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 *Québec 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, ninety-three per cent (93%) of her weekly rate of pay for each week, less any monies earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 17.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of the employment insurance or *Québec Parental Insurance Plan* parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any

amount that he is required to repay pursuant to the *Employment Insurance Act* or the *Québec Parental Insurance Plan*.

- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing in an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's severance pay.
- (k) The maximum combined maternity and parental allowances payable to a couple employed in the Senate shall not exceed a total of fifty-two (52) weeks for each combined maternity and parental leave without pay.

Special parental allowance for totally disabled employees

17.07

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in Parental Allowance sub-clause 17.07(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Plan (PSMIP) or the *Government Employees Compensation Act* prevents the employee from receiving employment insurance or *Québec*

Parental Insurance Plan benefits;

and

- (i) has satisfied all of the other eligibility criteria specified in sub-clause 17.07(a) except in sub-clause 17.07(a)(ii) and (iii);

shall be paid, in respect of each week of benefits under the parental allowance not received for the reasons described in sub-clause 17.07(a)(i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 17.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits pursuant to the *Employment Insurance Act* or the *Québec Parental Insurance Plan*, had the employee not been disqualified from employment insurance or the *Québec Parental Insurance Plan* benefits for the reasons described in sub-clause 17.07(a)(i) above.

Leave without pay for the care of family

****17.08** For the purpose of this clause, the definition of "Immediate family", contained in article 2, shall also include any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.

- (a) An employee shall be granted leave without pay for the care of a family member in accordance with the following conditions:
 - i. an employee shall notify the Employer in writing as far in advance as possible but not less than six (6) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
 - ii. leave granted under this clause shall be for a minimum period of six (6) weeks;
 - iii. the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Parliamentary Protective Service;
 - iv. leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and from the calculation of "service" for the purposes of calculating vacation leave;
 - v. time spent on such leave shall not be counted for pay increment purposes.

Leave without pay for personal needs

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

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

Leave with pay for family-related responsibilities

17.10

- (a) ** For the purpose of this clause, the definition of “Immediate family”, contained in article 2, shall also include any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.
- (b) The Employer shall grant leave with pay under the following circumstances:
 - (i) up to one-half ($\frac{1}{2}$) day for a medical or dental appointment when the dependent family member is incapable of attending the appointment by himself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;
 - (ii) up to two (2) consecutive days of leave with pay to provide for the immediate and temporary care of a sick member of the employee’s family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
 - (iii) up to three (3) days leave with pay for needs directly related to the birth or to the adoption of the employee’s child. This leave may be taken on separate days;
- (c) The total leave with pay which may be granted under sub-clause (b)(i), (ii) and (iii) shall not exceed thirty-five (35) hours in a fiscal year.

Court leave with pay

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

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

Injury-on-duty leave with pay

17.12 An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer when a claim has been made to the *Government Employees Compensation Act* and approved by a Provincial Worker's Compensation Board and such Board certifies that the employee is unable to work because of:

- (i) personal injury received in the performance of his duties and not caused by the employee's willful misconduct,

or

- (ii) illness due to the nature of his employment,

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

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

Personnel selection leave

****17.13** An employee shall be granted leave with pay for the period during which the employee's presence is required to participate in the personnel selection process for positions in the Parliamentary Protective Service, the Senate, the House of Commons, with the Office of a Member of Parliament, the Library of Parliament, the Office of the Senate Ethics Officer or the Office of the Conflict of Interest and Ethics Commissioner, the office of the Parliamentary Budget Officer and a department named in Schedule I, a portion of the federal public administration named in Schedule IV, or a separate agency named in Schedule V of the *Financial Administration Act*.

Leave with or without pay for other reasons

17.14 At its discretion, the Employer may grant:

(a) Military leave:

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

(b) leave with pay when circumstances not directly attributable to the employee prevent his reporting for duty. Such leave shall not be unreasonably withheld;

(c) leave with or without pay for purposes other than those specified in this Agreement.

Education leave

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

General

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

Other leave

17.17 If, during the life of the Collective Agreement, occasions arise where the Senate grants time-off with pay to all its employees, and such time-off cannot be applied to

employees of the Protective Service because they are required to remain on duty, an equivalent amount of time-off with pay will be credited to such employees at the straight-time rate of compensation.

This time-off with pay will be taken at times mutually agreeable to the Employer and the employee. These credits may only be taken as leave.

****All employees will be entitled to be compensated based on the above except employees who are on leave.**

17.18 In the past, there have been occasions where some time-off (generally unrecorded) was allowed in order to accommodate employees who had medical or dental appointments. Such time-off shall not exceed two (2) hours.

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

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

17.19 ****Subject to operational requirements as determined by the Employer and with at least five working (5) days advance notice, the employee shall be granted, in each fiscal year, a single period of up to seven (7) hours of leave with pay for reasons of a personal nature. This leave can be taken in two (2) equal periods taken separately or jointly.**

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

Article 18: Sick leave

Credits

18.01 An employee shall earn sick leave credits at the rate of eight point seventy-five (8.75) hours per month (105 hours per fiscal year) in which the employee has earned at least seventy (70) hours of pay.

Granting of sick leave

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

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

18.03 (a) Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 18.02(a).

(b) A duly completed employee sick-leave submission in the Employer's electronic leave administration system is deemed to be the equivalent to the provision of a signed statement under 18.03(a) above.

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

- (a) for a period of up to one hundred and seventy-five
- (b) (175) hours if a decision on an application for injury-on-duty leave is being awaited,
or
- (c) for a period of up to one hundred and five (105) hours in all other cases,
- (d) subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

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

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

18.07 A new employee who previously worked for another employer listed in clause 19.05 shall be credited with the balance of his sick leave credits with the previous employer provided the employee can show evidence of such credits.

18.08 An employee may be granted sick leave without pay when no credits are available.

In special circumstances, an employee may be advanced up to one-hundred and five (105) hours of sick leave, but only if the employee is providing a medical certificate satisfactory to the Senate and is:

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

Article 19: Severance pay

19.01 Under the following circumstances and subject to clause 19.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he is entitled for the classification prescribed in his letter of offer on the date of his termination of employment.

(a) Lay-off

- (i) On the first (1st) lay-off, for the first (1st) complete year of continuous employment two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of twenty-eight (28) weeks.
- (ii) On the second (2nd) or subsequent lay-off, one (1) week's pay for each complete year of continuous employment, less any period in respect of which the employee was granted severance pay under subparagraph (a)(i).

(b) Rejection on Probation

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

(c) Death

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of thirty (30) weeks.

(d) Termination for Cause for Reasons of Incapacity or Incompetence

- (i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity, two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of twenty-eight (28) weeks.
- (ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence, two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of

twenty-eight (28) weeks.

19.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clauses 19.01 and 19.04 be pyramided.

For greater certainty, payments in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) made pursuant to clauses 19.04 to 19.07 under Appendix “E” or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

Appointment outside the Parliamentary Protective Service

19.03 An employee who resigns to accept an appointment with an organization outside the Parliamentary Protective Service shall be paid any outstanding payment in lieu of severance if applicable under Appendix “E”.

19.04 For employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) and who opted to defer their payment in whole or in part, the former provisions outlining the payment in lieu are found in Appendix “E”.

Continuous employment

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

- (i) the office of a member of Parliament,
- (ii) the Senate,
- (iii) the House of Commons,
- (iv) the Library of Parliament,
- (v) the Office of the Senate Ethics Officer,
- (vi) the Office of the Conflict of Interest and Ethics Commissioner;
- (vii) the Office of the Parliamentary Budget Officer; or
- (viii) a department named in Schedule I, a portion of the federal public administration named in Schedule IV, or a separate agency named in Schedule V of the *Financial Administration Act*.

Notwithstanding clause 19.05, no employee shall have his currently recognized years of employment reduced by the implementation of this Article.

Part IV: Working conditions

Article 20: Hours of work

20.01 For the purpose of this Article, a week shall consist of seven (7) consecutive days

beginning at 00:01 hours Monday and ending at 24:00 hours Sunday. The day is a twenty-four (24) hour period commencing at 00:01 hours.

20.02 Subject to 20.03, the standard work week shall be thirty-five (35) hours in duration and the standard work day shall be seven (7) hours including break periods but excluding a one (1) hour lunch period.

20.03 Notwithstanding clause 20.02, the standard work week for employees working irregular hours (shift work) shall be an average of thirty (35) hours and a standard day for these employees shall be an average of seven (7) hours including break periods but excluding a one (1) hour lunch period.

20.04

- (a) The standard hours of work for non-operating employees shall be seven (7) hours including break periods but excluding a one (1) hour lunch break and scheduled by the employer to start between 07:00 and 10:00 hours based on operational requirements.
- (b) The normal hours of employees working on day shift (F Team) are Monday to Friday, including breaks but excluding the one (1) hour lunch period, from 08:15 to 16:15 hours with the exception of one (1) constable whose shift may be from 10:00 to 18:00 hours if required and, subject to operational requirements, up to three (3) constables whose shift may be from 07:00 to 15:00 hours. Corporals assigned to the F Team may also be scheduled to work from 07:00 to 15:00 hours and 10:00 to 18:00 hour shifts.
- (c) The normal hours of work for employees working as console operators, on day shift (F Team), Monday to Friday, including breaks but excluding the one (1) hour lunch period are:
 - (i) if there is one console operator:
 - from 08:15 to 16:15
 - (ii) if there is a second console operator:
 - from 07:00 to 15:00
 - from 12:00 to 20:00
 - (iii) if there is a third console operator:
 - from 07:00 to 15:00
 - from 08:15 to 16:15
 - from 12:00 to 20:00

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

- (d) Should a console operator be appointed from within the ranks of the Protective Service, the Employer will permit this employee (should he choose) to maintain the level of training he had as a constable. This will permit the console operator to:
- (e) All rotational teams work as per the work schedules described in Appendices "D" and "D-1".

20.05

(a) The standard hours of work, including break periods but excluding the one (1) hour lunch period, for employees performing exterior duties, shall be, from Monday to Friday:

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

(b) ** For Protection Supervisors (e.g. Corporal Rank) assigned to Vehicle Screening Facility (VSF), the standard hours of work including break period and excluding the one (1) hour lunch period shall be:

- 05:30 to 13:30 hours; and
- 11:15 to 19:15 hours.

****20.06**

(a) The work schedules shall not be modified as long as this Collective Agreement applies except by agreement by both parties involved, such modification can be proposed by either the Employer or the Bargaining Agent.

(b) Notwithstanding the provisions of 20.06(a), due to operational requirements, the Employer can present a proposal for modification of the current work schedules of teams regarding changes to the start and end times. For any special team (e.g. Mobile Response Team (MRT)), such modification may also include the duration of shifts.

c) If any modification is implemented, the hours for which shift, and weekend premiums apply under clauses 24.01 or 24.03 may be changed by mutual agreement.

d) All proposals accepted by both parties will be reflected in a memorandum of understanding. In the case of a disagreement of a proposed change, after a reasonable consultation, the Employer may proceed with the implementation of the proposed change. Except for emergency situations, the Employer will provide a notice in writing to the Bargaining Agent of not less than 60 calendar days informing of such change.

20.07

(a) The Employer may amend the shift cycle applicable to an employee. A notice in writing must be received by the employee at least ten (10) calendar days prior to the change in shift cycle of the employee. Where such a change is for purposes of training, seven (7) calendar days' notice must be provided.

(b) Where such notice is not provided in accordance with 20.07(a), the employee shall

be compensated at the rate of one and a half (1½) his straight-time hourly rate of pay for the first shift of the new shift cycle.

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

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

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

20.11 Notwithstanding the provisions of 20.07, during periods of recess, prorogation or dissolution of Parliament, employees whose services are not required for the Sitting Shift may be re-assigned to other shifts or training courses as long as such assignments do not result in additional cost to the Employer.

No Pyramiding of Payment

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

Article 21: Overtime

21.01

- (a) For the purpose of this Article, "overtime" is defined as authorized work performed in excess or outside of the scheduled work day or work week.
- (b) The Employer will administer overtime in keeping with the provisions of Appendix "C".
- (c) Notwithstanding the provisions of 21.01 (b), and with the exception of the Sitting Shift, the Employer will make every reasonable effort to satisfy its overtime requirements by using the overtime eligibility list.

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

- (a) on his normal scheduled work day, at the rate of time and one-half (1½) for the first four (4) hours of overtime, and at double time (2) for all subsequent hours;
- (b) on his first day of rest, at the rate of time and one-half (1½) for the first four (4) hours of overtime, and at double time (2) for all subsequent hours.
- (c) on his second or subsequent days of rest at double time (2) for each hour of overtime worked, provided the employee also worked on the first or previous day of rest. Second and subsequent days of rest mean the second or subsequent days in an

unbroken series of consecutive and contiguous calendar days of rest.

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

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

- (a) compensation at the applicable overtime rate for each hour worked, or
- (b) a minimum of four (4) hours' pay at the applicable overtime rate.

****21.05** Compensation under this Article shall be paid or provided through equivalent leave. The employee must signify his options to the Employer when submitting his monthly time sheet. The options selected will be applied for all overtime earned during each day for which an option is chosen by the employee.

- (a) The Employer shall endeavor to make the payments referred to in 21.05 by the end of the month following the month during which overtime was earned.
- (b) Employees should be held to the option selected under 21.05 except in exceptional circumstances.

21.06 When an overtime condition exists where consecutive days of overtime are involved, the employee who worked on the first day shall be offered the choice of continued overtime work, up to a maximum of four (4) consecutive shifts.

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

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

21.09 The Employer may authorize an employee's request for pay-out of compensatory leave credits earned in the fiscal year. Such payment shall be made at the employee's daily rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position.

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

Article 22: Meal allowance

22.01

- (a) An employee who works two (2) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed for one meal in the amount of eleven dollars and fifty cents (\$11.50), except where free meals are provided. This reimbursement will be provided within a reasonable period of time. Reasonable time with pay to be determined by the Employer shall be allowed the employee in order to take a meal either at or adjacent to his place of work.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, he shall be reimbursed for one additional meal in the amount of eleven dollars and fifty cents (\$11.50) except where free meals are provided. Reasonable time with pay to be determined by the Employer, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.
- (c) Clause 22.01 (a) and (b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

Article 23: Pay

23.01

- (a) Except as provided in this Article, the terms and conditions governing the application of pay to employees are not affected by this Agreement.
- (b) The pay increment date for an employee appointed to a position shall be the anniversary date of such appointment to that position.
- (c) An employee, other than an employee whose performance is evaluated unsatisfactory, shall be granted pay increments on his increment date (anniversary date) until the maximum rate of the range established for his classification is reached.
- (d) ** 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 the employee's former classification level shall be paid in the new classification level at the rate of pay, nearest to the rate the employee was receiving immediately before the appointment, that gives an increase in pay of not less than the smallest pay increment for the new classification level. If there is no such rate, the employee shall be paid the maximum rate in the new scale.

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

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

Acting Pay

23.04

- (a) When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for a period of at least three (3) consecutive shifts, he shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts.
- (b) Designated paid holidays and authorized leave of absence with pay do not break the qualifying period.

Pay for the month of death

23.05 If an employee dies, the salary due to him on the last working day preceding his death shall continue to accrue to the end of the month in which he dies. Salary so accrued which has not been paid to the employee as at the date of his death shall be paid to his estate within thirty (30) calendar days of his death.

Retroactive pay

23.06 The rates of pay in Appendix "A" that are effective prior to the signing of the Agreement shall also be applied to persons who ceased to be employees in this bargaining unit during the retroactive period.

Article 24: Premiums

Shift premiums

24.01 An employee will receive a shift premium of two dollars and twenty-five cents (\$2.25) per hour for all hours worked between 19:15 hours and 07:15 hours.

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

Weekend premium

24.03 Employees shall receive an additional premium of two dollars and twenty-five cents (\$2.25) per hour for all hours of work performed from 19:15 hours on any Friday and before 07:15 hours of the following Monday.

24.04 Weekend premium shall be payable in respect of all regularly scheduled hours at straight-time rates worked on the hours specified in Article 24.03.

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

Part V: Other terms and conditions of employment

Article 25: Surveillance

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

Article 26: Grievance procedure

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

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

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

- (a) Level 1 – first level of management;
- (b) Level 2 – intermediate level;
- (c) Final Level – Speaker(s) or their designate.

26.04 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the persons so designated together with the name and address of the Specified Officer to whom a grievance is to be presented.

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

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

- (a) forward the grievance to the representative of the Senate authorized to deal with grievances at the appropriate level, and
- (b) provide the employee with a receipt stating the date on which the grievance was received by him.

26.06 A grievance shall be deemed to have been presented on the day on which it is postmarked, and it shall be deemed to have been received by the Employer on the date it is delivered. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

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

26.08 An employee may present a grievance to the first level of the procedure, not later than the employee's twenty-fifth (25th) working day after the date on which he is notified orally or in writing, or on which he first becomes aware of the action or circumstances giving rise to the grievance.

26.09 The Employer shall normally reply to an employee's grievance at any level in the grievance procedure, except the final level, within ten (10) days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the employee, he may submit his grievance at the next higher level in the grievance procedure not later than the employee's tenth (10) working day after that decision or settlement has been conveyed to him in writing.

26.10 The Employer shall normally reply to an employee's grievance at any level in the grievance procedure, except the final level, within ten (10) days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the employee, he may submit his grievance at the next higher level in the grievance procedure not later than the employee's tenth (10) working day after that decision or settlement has been conveyed to him in writing.

26.11 The Employer shall normally reply to an employee's grievance at the final level of the grievance procedure within thirty (30) days after the grievance is presented at that level.

26.12 The decision given by the Employer at the final level in the grievance procedure shall be final and binding upon the employee, unless the grievance is a class of grievance that may be referred to adjudication.

26.13 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Association.

26.14 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Association.

26.15 Where the grievance relates to termination of employment, demotion, appointment or classification the grievance shall be presented at the final level only.

26.16

- (a) An employee may abandon a grievance by written notice to his Specified Officer.
- (b) In the case of grievances involving any provisions of this Collective Agreement, the Employer shall provide a copy of the written notice specified in 26.16(a) to the Bargaining Agent, within a reasonable period of time after it has been received by the Specified Officer.

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

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

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

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

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

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

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

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

26.23 An employee may be assisted and/or represented by a representative of the Association pursuant to Article 7.02 when presenting a grievance at any level.

26.24 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.

Article 27: Joint consultation

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

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

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

27.03 The Employer agrees that policies will not be introduced, cancelled or amended by the Employer in such a way as to affect employees covered by this Agreement, until such time as the Association has been given a reasonable opportunity to consider and to consult on the Employer's proposals.

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

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

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

Article 28: Suspension and discipline

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

28.02 When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him, the employee is entitled to have, at his request, a representative of the Association attend the meeting. The Employer shall provide a minimum of twenty-four (24) hours' notice of such a meeting and shall advise the employee of the general subject matter and of his right to have an Association representative of his choice in attendance.

28.03 The Employer agrees not to introduce as evidence, in a hearing relating to disciplinary action, any document from the file of an employee the content of which the employee was not aware of at the time of filing or within the following twenty-five (25) calendar days.

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

28.05 Normally, disciplinary notices will be filed within thirty (30) days, or within a reasonable period of the infraction.

28.06 Oral instructions, if of a permanent nature, which would amend, alter or otherwise change operational procedures, will be confirmed by written instructions, and will be distributed to all employees.

Article 29: Contracting out

29.01 The Employer shall not hire persons or subcontractors, to execute the totality of the duties normally assigned to members in the bargaining unit, except to the extent agreed upon by the parties.

29.02 No employee shall be laid off resulting from the hiring or subcontracting of normal employee duties in whole or in part.

Article 30: Seniority

30.01 The seniority credited to an employee by the Employer at the time when this Agreement is signed, shall be retained by the employee.

30.02 The seniority of an employee within each team, first by rank and then by seniority, shall be the determining factor in the selection of vacation, compensatory time and designated holiday leave selection.

30.03 When two (2) or more employees start work on the same calendar date, the employee who scored highest on the selection process will be ranked ahead of the others on the seniority list established pursuant to 30.01.

30.04 A seniority list consisting of name, date of entry, accumulated months of seniority and classification of each employee shall be jointly maintained and revised by the Employer and by a designated representative of the Association and posted.

30.05 Employees retain and accumulate seniority in the following cases:

- (a) while they are on continuous employment;
- (b) while they are on paid leave as provided in this Collective Agreement;

- (c) while they are away from work as the result of a work-related accident or illness.

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

30.07

- (a) An employee who is called upon to occupy a position which is excluded from the bargaining unit, shall maintain and continue to accrue seniority for a period of eighteen (18) months. After this period, the employee shall maintain his seniority without accrual for a further six (6) month period. Subsequently, the employee loses his seniority rights for the purposes of the Collective Agreement.
- (b) With the exception of employees who have lost their seniority rights, employees returning from a position excluded from the bargaining unit must stay in a position within the bargaining unit for a period of six (6) months in order to have their seniority adjusted as indicated in the preceding paragraph.
- (c) If an employee returns to a position excluded from the bargaining unit before having completed the six (6) month period in a bargaining unit position, he shall lose all seniority rights.

Article 31: Employee performance review and employee files

31.01 For the purpose of this Article,

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

31.02

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

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

- (b) The supervisor(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half ($\frac{1}{2}$) of the period for which the employee's performance is evaluated.

31.03 When an employee disagrees with the assessment and/or appraisal of his work, he shall have the right to present written counter arguments.

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

31.05 Upon written request of an employee, the personnel files of that employee shall be made available once per year for his examination in the presence of an authorized representative of the Employer.

****Article 32: Uniform**

32.01 All employees will be provided with an adequate quantity of uniform apparel and accessories to fulfill their roles and responsibilities as per Appendix U.

32.02 All uniform apparel identified as eligible in Appendix U will be cleaned by the employer.

32.03 All uniform apparel that has reached the end of their useful life due to normal wear and tear and/or deemed defective or destroyed or damaged in the line of duty will be replaced by the employer as an exchange (except items listed as consumables in Appendix U) or repaired where possible.

32.04 All uniform apparel identified as an allocation in Appendix U will be available on an annual (calendar year) basis.

32.05 Employees required to report for duty in civilian clothes (plain clothes unit) on a regular basis shall receive an allowance in the amount of: two thousand and one hundred dollars (\$2,100) per year or one hundred seventy-five dollars (\$175) per month until the employer provides a PPS standardized plain clothes uniform.

32.06 Employees who are required to report for duty in civilian clothing (plain clothes unit) on an as in needed basis shall receive an allowance of seventeen dollars and fifty cents (\$17.50) per day up to a maximum of one hundred seventy-five dollars (\$175.00) per calendar month until the employer provides a PPS standardized plain clothes uniform.

32.07 The employees shall wear issued items as per the Dress and Department Policy (DDP) during working hours unless otherwise excused and shall be responsible and accountable for their upkeep.

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

32.09 All uniform apparel and accessories identified as controlled goods in Appendix U are the property of the PPS, must remain within the Parliamentary precinct or where PPS operates, as authorized by the Employer, and must be returned to the PPS upon retirement or termination of employment.

32.10 All uniform apparel and accessories identified as consumables in Appendix U may be retained by the employee upon retirement or termination of employment.

32.11 The Employer will put in place a Uniform Apparel and Accessories Working Group to make recommendation in order to continually work towards improving uniform apparel and accessories through research and development and ensure that the employees are equipped with the appropriate and modern uniform apparels as well as ensure it is provided in adequate quantity.

32.12 The employer shall reimburse up to 150\$ for sunglasses and up to 350\$ for prescription sunglasses once every two years.

Article 33: Job security

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

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

Seniority – Right of recall

33.03

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

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

- (b) Any person hired on a determinate basis for a period of less than six months becomes an employee as per Article 2.01(f) of this Collective Agreement after six (6) months of continuous service.

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

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

All periods worked following a recall are calculated for seniority purposes. This right of recall also applies between employees, by order of seniority, taking into

consideration the length of the period during which they were at work.

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

Article 34: Health and Safety

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

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

Article 35: Technological change

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

35.02 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and twenty (120) calendar days written notice to the Association of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

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

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

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

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

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

Article 36: Rights of employees

36.01

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

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

36.02

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

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

36.03 The Employer shall continue coverage for employees in respect of the Public Service Dental Plan.

Article 37: Personal and Sexual harassment

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

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

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

Part VI: Pay and duration

Article 38: Call-back pay

38.01 If an employee is called back to work:

- (a) on a designated paid holiday which is not the employee's scheduled day of work,
or
- (b) on the employee's day of rest, or
- (c) after the employee has completed his work for the day and has left his place of work, and returns to work, the employee shall be paid the greater of:

- (i) the minimum of four (4) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' pay in an eight (8) hour period,
or
- (ii) compensation at the applicable rate of overtime compensation for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

Article 39: Standby

39.01 Where the Employer requires an employee to be available on standby during off-duty hours, such employee shall be entitled to a standby payment at the rate of one-half (1/2) hour at straight time rate for each four (4) consecutive hours or portion thereof that the employee is on standby.

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

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

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

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

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

Article 40: Changes to the Agreement

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

40.02 The Employer undertakes that if a new position is created having duties relating to the protection or security function of the Parliamentary Protective Service, it will provide the bargaining agent with a copy of the job description and a declaration by the Employer as to whether or not it proposes that the new position be excluded from the bargaining unit. It is

understood that, in case of a disagreement between the parties, the bargaining agent may refer the matter to the Federal Public-Sector Labour Relations and Employment Board for a binding determination of the status of the position.

Article 41: Duration

41.01 The provisions of this Agreement governing pay administration, salary increments, overtime and salary increases shall be applied retroactively to October 1, 2017, as if they had been effective on that date. All other provisions of this Agreement shall become effective on the latest date of ratification of the Agreement.

****41.02** This Agreement shall expire on March 31, 2020.

Signed at Ottawa

For the Employer

[Original signed by]

Kimberlee Hemming

For the Association

[Original signed by]

Brian Faust

**** Appendix A**

Rate of pay

Economic increases:

A = Effective October 1, 2017 (1.25%)

B = Effective April 1, 2018 (1.25%)

C = Effective April 1, 2019 (1.25%)

	Level	1	2	3	4	5	6	7	8
Protection Manager (e.g. Sergeant rank)									
	A	62,916						79,608	
	B	70,752	73,582	76,526	79,587	82,770	86,081	89,524	93,105
	C	71,637	74,502	77,482	80,581	83,805	87,157	90,643	94,269
	Level	1	2	3	4	5	6	7	8
Protection Supervisor (e.g. Corporal rank)									
	A	56,791						71,858	
	B	63,698	66,247	68,895	71,652	74,518	77,498	80,598	83,822
	C	64,494	67,075	69,756	72,548	75,449	78,466	81,605	84,869
	Level	1	2	3	4	5	6	7	8
Protection Officer (e.g. Constable rank)									
	A	50,879						64,380	
	B	57,499	59,799	62,191	64,678	67,265	69,957	72,754	75,664
	C	58,218	60,547	62,968	65,487	68,105	70,831	73,664	76,610

MEMORANDUM OF SETTLEMENT

Between

THE SENATE OF CANADA

(the 'Employer')

And

THE SENATE PROTECTIVE SERVICE EMPLOYEES ASSOCIATION

(the 'Association')

WHEREAS a grievance was filed on March 6, 2015 alleging that employees of the Association are not being compensated for time worked as a result of the requirement to fully equip, prepare, carry and store their firearm, other equipment and uniform and to report to and from their duty post;

AND WHEREAS the Association alleges a violation of the Collective Agreement including Article 20;

AND WHEREAS the parties wish to resolve all matters arising out of the above noted requirement;

THEREFORE the parties agree as follow:

1. It is recognized that employees of the Association are required to get into uniform, retrieve equipment including firearms and attend their duty post prior to the commencement of their shift. It is further recognized that employees of the Association are required to return from their duty post, remove and securely store their firearm, equipment and uniform after their shift has been completed.
2. In order to compensate for time spent to fulfill the requirements as described in paragraph 1, the Employer agrees that all employees shall be paid a monthly premium of three hundred dollars (\$300) for each calendar month for which the employee receives pay for at least seventy (70) hours. This monthly premium will commence on December 1, 2014.
3. An employee who is not required to carry a firearm shall not receive the monthly premium.

4. In the event that an employee ultimately fails to qualify to carry firearms or ceases to be qualified to carry firearms as determined by the Employer, the premium provided in paragraph 2 shall cease to be paid as of the first day of the month following the determination that the employee is not qualified or ceases to be qualified.
5. Notwithstanding paragraph 4, in the event that an employee fails to be qualified or ceases to be qualified to carry firearms due to a disability, the premium shall be paid or shall continue to be paid.
6. It is understood that the premium provided in paragraph 2 will be subject to the usual payroll deductions. It is further understood that the premium will be considered as pensionable earnings.
7. It is agreed that no further premium shall be paid for the requirements described in paragraph 1 for the duration of all shifts and/or periods of work.
8. The Parties further agree that this Agreement resolves all outstanding issues between the parties with respect to the matters described in paragraph 1 and agree that there will be no further action taken by the Union pursuant to the Collective Agreement.

For the Employer

[Original signed by]

Gilles Duguay

Mike McDonald

For the Association

[Original signed by]

Brian Faust

Eric Carrière

Sébastien Tessier

OVERTIME ALLOCATION

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

1. Employees, as per clause 2.01(f) of the Collective Agreement wishing to be considered for overtime for a period of more than four (4) hours will do so by writing their names on the form called "Monthly Overtime Allocation List" for the appropriate month that the overtime is solicited. This list is maintained in the Operations Center.
2. The monthly overtime allocation list shall be in effect from 20:00 hours on the last day of the preceding month until 19:59 hours on the last day of the current month. Therefore, employees have until 19:59 hours on the last day of the preceding month to submit their names for the following month.

In the absence of volunteers from the monthly overtime allocation list, the Duty NCO will assign overtime to the members from the general SPSEA seniority list using the reverse order of seniority.

3. Notwithstanding exceptional circumstances, the monthly overtime allocation list will be rigorously adhered to for the allocation of all overtime where such overtime is expected to be for a period of more than four (4) hours in duration.
4. The Duty NCO will call the senior member on the monthly overtime allocation list, leaving a message to the effect that he called if he does not get an answer. There will be no waiting period. If the member is not home, the Duty NCO will pass to the next most senior member on that list. In cases where an NCO is required to work overtime, the overtime will be offered to the most senior NCO (sergeant and corporal combined) whose names appear on the list.
5. If the number of overtime hours is not expected to exceed four (4) hours in duration and is to be incurred at the end of a shift, the following procedures shall apply:
 - (a) When the requirement for overtime could not be anticipated (less than twenty-four (24) hour notice):
 - i) members of the team finishing work will be offered to work the overtime period as per clause 30.02;

- ii) in the absence of volunteers, the Employer will assign overtime to members of the team finishing work using a reverse order of seniority.
- b) When the requirement for overtime can be anticipated (more than twenty-four (24) hour notice):
 - i) members of the team finishing work will be offered to work the overtime period as per clause 30.02; in the absence of volunteers from the team finishing work, members of the following team will be offered to work the overtime period as per clause 30.02;
 - ii) in the absence of volunteers; the Employer will assign overtime to members of the team finishing work using a reverse order of seniority.

Appendix D

Work Schedule (A to E Teams)

WORK SCHEDULE

A to E Teams are rotational teams working on a five-week rotation from Monday to Sunday as follows:

	Week 1	Week 2	Week 3	Week 4	Week 5
Monday	12:15 – 19:15	07:15 – 14:15	*19:15 – 07:15	OFF	OFF
Tuesday	12:15 – 19:15	07:15 – 14:15	*19:15 – 07:15	OFF	11:00 – 18:00
Wednesday	12:15 – 19:15	07:15 – 14:15	*19:15 – 07:15	OFF	11:00 – 16:00
Thursday	12:15 – 19:15	07:15 – 14:15	*19:15 – 07:15	OFF	11:00 – 18:00
Friday	12:15 – 19:15	07:15 – 14:15	OFF	*19:15 – 07:15	OFF
Saturday	OFF	OFF	OFF	*19:15 – 07:15	07:15 – 19:15
Sunday	OFF	OFF	OFF	*19:15 – 07:15	07:15 – 19:15

* Night shift begins on previous evening.

Appendix D-1 Work Schedule (G Team)

WORK SCHEDULE

G Team is composed of a number of constables divided into three (3) different groups working in a three (3) week rotation from Monday to Sunday as follows:

	Week 1	Week 2	Week 3 *
Monday	7:15 – 19:15	Day off	8:15 – 16:15
Tuesday	7:15 – 19:15	Day off	8:15 – 16:15
Wednesday	Day off	7:15 – 19:15	8:15 – 16:15
Thursday	Day off	7:15 – 19:15	8:15 – 16:15
Friday	7:15 – 19:15	Day off	8:15 – 16:15
Saturday	9:00 – 17:30	Day off	Day off
Sunday	9:00 – 17:30	Day off	Day off

* Subject to operational requirements, up to three (3) constables may be assigned a shift of 07:00 to 15:00 hours on Week 3.

Appendix E Archived Provisions for the Elimination of Severance Pay for Voluntary Separations (Resignation and Retirement)

This Appendix is to reflect the language agreed to by the Employer and the Senate Protective Service Employees Association for the elimination of severance pay for voluntary separations (resignation and retirement) on July 17, 2012 (date of signature of the collective agreement that expired on September 30, 2014). These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.

ARTICLE 19

SEVERANCE PAY

19.01 Under the following circumstances and subject to clause 19.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he is entitled for the classification prescribed in his letter of offer on the date of his termination of employment.

(a) Lay-off

- (i) On the first (1st) lay-off, for the first (1st) complete year of continuous employment two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of twenty-eight (28) weeks.
- (ii) On the second (2nd) or subsequent lay-off, one (1) week's pay for each complete year of continuous employment, less any period in respect of which the employee was granted severance pay under subparagraph (a)(i).

(b) Rejection on Probation

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

(c) Death

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of thirty (30) weeks.

(d) Termination for Cause for Reasons of Incapacity or Incompetence

- (i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity, two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's

pay for each complete year of continuous employment thereafter, to a maximum of twenty-eight (28) weeks.

- (ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence, two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of twenty-eight (28) weeks.

19.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clauses 19.01 and 19.04 be pyramided.

For greater certainty, payments made pursuant to clauses 19.04 to 19.07 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

19.03 Appointment outside the Senate

An employee who resigns to accept an appointment with an organization outside the Senate shall be paid all severance payments resulting from the application of clauses 19.04 to 19.07.

19.04 Severance Termination

- (a) Subject to clause 19.02, indeterminate employees on the date of signing this collective agreement shall be entitled to a severance payment equal to two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of thirty (30) weeks.
- (b) Subject to clause 19.02, term employees on the date of signing this collective agreement shall be entitled to a severance payment equal to two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of thirty (30) weeks.

Terms of Payment

19.05 Options

The amount to which an employee is entitled under clause 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 the date of signing this collective agreement, 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 paragraph 19.06(c).

19.06 Selection of Option

- (a) The employer will advise the employee of his years of continuous employment no later than three (3) months following the official date of signing this collective agreement.
- (b) The employee shall advise the employer of the term of payment option selected within six (6) months from the official date of signing this collective agreement.
- (c) The employee who selects the option described in paragraph 19.05(c) must specify the number of complete weeks to be paid out pursuant to paragraph 19.05(a) and the remainder to be paid out pursuant to paragraph 19.05(b).
- (d) An employee who does not make a selection under paragraph 19.06(b) will be deemed to have chosen the option in paragraph 19.05(b).

19.07 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the bargaining unit from a position outside the bargaining unit where, at the date of appointment, the employee was still entitled to severance pay on retirement and resignation. This clause does not apply in cases where the appointment is on an acting basis.

- (a) Subject to clause 19.02, on the date an indeterminate employee becomes subject to this collective agreement after the date of signature of this collective agreement, he shall be entitled to severance payment equal to two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (b) Subject to clause 19.02, on the date a term employee becomes subject to this collective agreement, he shall be entitled to severance payment payable under paragraph 19.05(b), equal to two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, 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 paragraph (a) or (b) shall have the same choice of options outlined in clause 19.05; however, the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

Continuous Employment

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

- (i) the office of a member of Parliament,
- (ii) the House of Commons,
- (iii) the Library of Parliament,
- (iv) the Office of the Senate Ethics Officer,
- (v) the Office of the Conflict of Interest and Ethics Commissioner; or

(vi) a department named in Schedule I, a portion of the federal public administration named in Schedule IV, or a separate agency named in Schedule V of the *Financial Administration Act*.

Notwithstanding clause 19.08, no employee shall have his currently recognized years of employment reduced by the implementation of this Article.

LETTER OF AGREEMENT

Whereas employees are called upon by the Employer to deliver training sessions in the following areas of expertise:

- Firearms
- Defensive Tactics
- First/Aid/ CPR/ Defibrillation/ Oxygen Administration

the parties agree as follows:

an employee who is certified as a trainer in the above noted areas as recognized by the Employer and who provides such training to employees of the Senate or its security partners at the request of the Employer, shall receive thirty dollars (\$30) per day for any day in which four (4) or more hours of training have been provided by the employee;

once an employee has been trained at the expense of the Employer to be a certified trainer in any of the above noted areas, the employee may be required to provide training at the Employer's request.

This letter takes effect on June 15, 2015.

****Appendix U****Uniform and Apparel Entitlements**

		Controlled Goods	Allocation	Consumables	Initial Distribution	Annual Distribution	Dry Cleaner
	ITEMS						
UNIFORM	Black Belt			X	1		
	Bomber Jacket 3 in 1	X			1		X
	Boots			X	3		
	Boots - Winter						
	Boots - Spring/Fall						
	Boots - Training						
	Caps - Baseball	X			2		
	Caps - Kepi	X			1		X
	Cargo Pants			X	3		X
	Fur Hat	X			1		X
	Gloves - Spring/Fall			X	1		X
	Gloves - Winter			X	1		X
	Hat Badge	X			1		
	High Visibility Vest	X			1		X
	Kepi Rain Cover			X	1		
	Military Sweater	X			1		X
	Name Tags - Material			X	2		
	Neck Warmer			X	1		X
	Pants - Duty		X	X	4	1	X
	Pants - Wind proof & Waterproof			X	1		X
	Pants - Winter	X			1		X
	Parka	X			1		X
	Polo Shirt - L/S	X			3		X

EQUIPMENT	Polo Shirt - S/S						
	Raincoat	X			1		X
	Scarf			X	1		X
	Shirts - Long Sleeve	X			12		X
	Shirts - Short Sleeve						
	Socks - Summer		X	X	6	6	
	Socks - Winter		X	X	4	4	
	Pants Thermal Underwear		X	X	2	1	
	L/S Shirt - Thermal Underwear		X	X	2	1	
	Toque	X			1		X
	Badge + ID	X			1		
	Baton	X			1		
	Baton Holster	X			1		
	Belt Keepers	X			6		
	Bio Kit	X			1		
	Canteen – Gas Mask	X			1		
	Double Mag Pouch	X			1		
	Duty Belt	X			1		
	Firearm	X			1		
	Flashlight	X			1		
	Flashlight Pouch	X			1		
	Gas Mask	X			1		
	Gas Mask Carrier	X			1		
	Glasses case			X	1 On demand		
	Glove Pouch	X			1		
	Gloves - CBRN	X			1		
	Gloves - Search	X			1		
	Handcuff Pouch	X			1		
	Handcuff	X			1		
	Handcuff Key	X			1		
	Holster - Gun	X			1		
	Key Pouch	X			1		
	Molded ear piece			X	1 On demand		
	Notebook	X			1		

	OC Spray	X			1		
	OC Spray Pouch	X			1		
	Radio	X			1		
	Radio Case	X			1		
	Radio Clip	X			1 On demand		
	SBA - Carrier	X			2		X
	SBA - Panel	X			2		
	Shoulder Mic	X			1		
	Sunglasses			X	1 On demand		
	Surveillance Kit	X			1		
	Suspenders			X	1		
	Training Bag			X	1		
CEREMONIAL	Ceremonial Belt	X			1		
	Buckle - Member	X			1		
	Gloves - White			X	1		X
	Pants			X	1		X
	Shirt - White			X	1		X
	Lanyard	X			1		
	Lapel Pin	X			1		
	Name Tag - Metal	X			1		
	Tie			X	1		X
	Tie Clip	X			1		
	Tunic	X			1		X
OTHER	Suit for employee required to report for duty in civilian clothes for duty (plain clothes unit) (Jacket, shirt dress pants, T-shirt and tie)	X			4		X
	Suit for employee required to report for duty in civilian clothes for duty (plain clothes unit) on an needed basis (Jacket, shirt, dress pants, T-shirt and tie)	X			2		X