

GUIDE OF TERMS AND CONDITIONS OF EMPLOYMENT
OF UNREPRESENTED EMPLOYEES
WITHIN THE SENATE ADMINISTRATION

April 1, 2006



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ARTICLE 1

PURPOSE OF THE GUIDE

1.01 - The purpose of this Guide is to maintain harmonious and mutually beneficial relationships between the Employer and the unrepresented employees of the Senate Administration, and to set forth certain terms and conditions of employment relating to compensation, hours of work, employee benefits and general working conditions affecting employees.

1.02 - The Guide aims at improving the quality of services to Senators and to the Senate of Canada and to promote the well-being and increased efficiency of its employees to the end that the Senate will be well and efficiently served.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 - For the purpose of this Guide,

- * (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);
- (b) "compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in his letter of offer on the day immediately prior to the day on which leave is taken (congé compensatoire);
- (c) "daily rate of pay" means an employee's weekly rate of pay divided by five (5) (taux de rémunération journalier);
- (d) "day of rest" in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave (jour de repos);
- (e) "demotion" means appointment to a position with a lower maximum rate of pay than the maximum rate of pay applicable to the employee's former position (démission);
- (f) "double time" means two (2) times the hourly rate of pay (tarif double) ;
- (g) "employee" means a person so defined in the *Parliamentary Employment and Staff Relations Act* (employé);
- (h) "Employer" means the Senate of Canada and includes any person authorized to exercise the authority of the Senate of Canada pursuant to the *Parliamentary Employment and Staff Relations Act* (employeur);
- (i) "holiday" means the twenty-four (24) hour period commencing at 00:01 hour of a day designated as a designated paid holiday in this Guide (jour férié);
- (j) "hourly rate of pay" means a full-time employee's weekly rate of pay divided by thirty-five (35) (taux de paie horaire);
- (k) "lay-off" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function (mise en disponibilité);
- (l) "leave" means authorized absence from duty by an employee during his regular or normal hours of work (congé);

- (m) "overtime" means authorized work performed in excess of an employee's regular or normal scheduled hours of work (heures supplémentaires);
- * (n) "spouse" will, when required, be interpreted to include "common-law partner" (époux);
- (o) "term employee" means an employee who has been appointed for a specified period (employé pour une période déterminée);
- (p) "time and one half" means one and one half (1½) times the hourly rate of pay (tarif et demi);
- (q) "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, expressions used in this Guide:

- (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 Guide apply to unrepresented employees within the Senate Administration except members of the Executive Category.
- 3.02** - Both the English and French texts of this Guide shall be official.
- 3.03** - Throughout this Guide, words importing the masculine gender shall include the feminine gender.
- * **3.04** - The provisions of this Guide will apply as of April 1, 2006.

ARTICLE 4

PRECEDENCE OF LEGISLATION

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

ARTICLE 5

MANAGERIAL RESPONSIBILITIES

5.01 - Except to the extent provided herein, this Guide in no way restricts the authority of those charged with managerial responsibilities in the Senate of Canada. All the functions, rights, powers and authority that the Employer has not specifically abridged, delegated or modified through this Guide are recognized as being retained by the Employer.

ARTICLE 6

TECHNOLOGICAL CHANGE

6.01 - 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.

- * **6.02** - The Employer agrees to provide as much advance written notice as is practicable, but, except in cases of emergency, not less than one hundred and twenty (120) days' written notice to the employees 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.

6.03 - The written notice mentioned in clause 6.02 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.

6.04 - As soon as reasonably practicable after notice is given under clause 6.02, the Employer will consult with the employees involved concerning the effects of technological change. Such consultation will include but not necessarily be limited to the following:

- (a) the approximate number, classification 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 of employees.

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

ARTICLE 7

INFORMATION

7.01 - The Employer will make available an electronic copy of this Guide on the Senate Organizational Site (Intrasen).

7.02 - New employees will be provided with a copy of the job description concerning their position as well as a detailed folder concerning the pension plan and the insurance plans. Changes made to the above mentioned documents will be communicated in writing to the employee.

7.03 - When an employee entering his last year of pensionable service under the Public Service Superannuation Plan requests in writing a statement of his superannuation account, the Employer will provide him with the following information:

- (a) the total period of pensionable service of that employee;
- (b) any period of service which is not pensionable;
- (c) the average annual salary for the five (5) consecutive year period during which the employee received the highest salary, the identification of said years and the salary received during each year covered by this period;
- (d) the different benefit options to which the employee may be entitled upon retirement, and an explanation of such options;

- (e) types of prior service for which an election may be made, methods by which an employee may increase his pensionable service credit, the cost thereof, and information related thereto.

ARTICLE 8

NO DISCRIMINATION

8.01 - There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religion, disability, sex or sexual orientation.

ARTICLE 9

NO HARASSMENT

9.01 - The Employer recognises the right of employees to work in an environment free from personal harassment and agrees that personal harassment and abuse of authority will not be tolerated in the work place.

ARTICLE 10

EMPLOYEES WORKING ON PREMISES OF OTHER EMPLOYERS

10.01 - If employees are prevented from performing their duties because of a strike, lock-out or demonstration outside the Parliamentary Precinct, the employees shall report the matter to the Employer, and the Employer will ensure that such employees are assigned elsewhere, so that they will receive their regular pay and benefits to which they would normally be entitled.

ARTICLE 11

RESTRICTION FROM OUTSIDE EMPLOYMENT

11.01 - Unless determined by the Employer as being in an area that could represent a conflict of interest, employees will not be restricted in engaging in other employment outside the hours they are required to work for the Employer.

ARTICLE 12

LEAVE

* **12.01** – An employee is entitled, once in each fiscal year, to be informed, upon request, of the balance of his vacation or sick leave with pay credits.

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

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

12.04 - In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the daily rate of pay of that employee for the classification prescribed in his letter of offer on the date of the termination of employment.

12.05 - The Employer will make every reasonable effort to grant requests for leave when such requests are made at least forty-eight (48) hours in advance of such leave.

ARTICLE 13

VACATION LEAVE

13.01 - The vacation year shall be from April 1st to March 31st, inclusive.

Accumulation of Vacation Leave Credits

13.02 - An employee is entitled to earn vacation leave credits for each calendar month during which he receives pay for at least ten (10) days, at the following rate:

- (a) eleven decimal six six (11.66) hours until the month in which his fifteenth (15) anniversary of continuous employment occurs (four (4) weeks per fiscal year);
- (b) fourteen decimal five eight (14.58) hours per month commencing on the month in which his fifteenth (15) anniversary of continuous employment occurs (five (5) weeks per fiscal year);
- (c) seventeen decimal five (17.5) hours per month commencing on the month in which his twenty-eight (28) anniversary of continuous employment occurs (six (6) weeks per fiscal year).

Continuous Employment

13.03

- (a) For the purpose of clause 13.02 only, all employment within the Senate, whether continuous or discontinuous, will count towards vacation leave except where a person who, on leaving the Senate, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is re-appointed to the Senate within one (1) year following the date of lay-off.
- (b) For the purpose of this Article, continuous employment also includes 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; and
 - * (iv) 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.
- (c) Notwithstanding paragraphs 13.03(a) and (b) above, no employee shall have his currently recognized years of employment reduced by the implementation of this Article.

Entitlement to Vacation Leave With Pay

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

Scheduling of Vacation Leave With Pay

13.05 - Employees are expected to take all of their vacation leave during the vacation year in which it is earned. However, upon application by an employee which must be received prior to December 31, an employee may be permitted to carry over a maximum equivalent to his total annual leave entitlement into the next fiscal year. Such carry-over must be liquidated during the carry-over year in addition to the normal vacation leave entitlement for that year.

13.06 - The Employer will, subject to operational requirements, make every reasonable effort to:

- (a) schedule an employee's vacation leave in the year in which it is earned;
- (b) schedule the employee's vacation leave with pay for at least two (2) consecutive weeks during the period requested, provided written notice of the period requested is given by the employee no later than March 1st. The Employer will normally respond to an employee's request by April 1st.

13.07 - The Employer will give an employee as much notice in writing as is practicable and reasonable of approval or disapproval of a request for vacation leave.

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

- (a) is granted bereavement leave,
or
- (b) is granted leave with pay to provide for the care of a sick member of the employee's immediate family,
or
- (c) is granted sick leave on production of a medical certificate,
or
- (d) is granted court leave,

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

13.09

- (a) The Employer will make every reasonable effort not to recall an employee to duty after he has proceeded on vacation leave with pay.
- (b) Where, during any period of vacation leave, an employee is recalled to duty, he will be reimbursed for reasonable expenses, as normally defined by the Employer, that he incurs:
 - (i) in proceeding to his place of duty;
and
 - (ii) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled;
furthermore,
 - (iii) such expenses may include any non-refundable deposit that the employee may have lost in consequence of his having been recalled to duty, after submitting such accounts as are normally

required by the Employer.

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

13.10 - When an employee dies or otherwise ceases to be employed, he or his estate will be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave with pay to his credit by the daily rate of pay to which he is entitled by virtue of the letter of offer in effect at the time of the termination of his employment.

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

13.12 - Notwithstanding clause 13.10, 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 13.10, if he requests it within six (6) months following the date upon which his employment is terminated.

Cancellation of Vacation Leave

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

Advance Payments

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

13.15 - Providing the employee has been authorized to proceed on vacation leave for the period involved, pay in advance of going on vacation shall be made prior to the commencement of leave. Any overpayment in respect of such pay advances shall be an immediate charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

ARTICLE 14

DESIGNATED PAID HOLIDAYS

14.01 - Subject to clause 14.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
- (e) Fête nationale (Québec),
- (f) Canada Day,
- (g) the first Monday in August,
- (h) Labour Day,
- (i) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (j) Remembrance Day,
- (k) Christmas Day,
- (l) Boxing day,

and

(m) one additional day when proclaimed by an Act of Parliament as a National Holiday.

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

Holiday Falling on a Day of Rest

14.03 - When a day designated as a holiday under clause 14.01 coincides with an employee's day of rest, the holiday shall be moved to the first (1st) scheduled working day following his day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

14.04 - When two (2) days designated as holidays under clause 14.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

14.05 - When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause 14.03:

(a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest,

and

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

14.06 - When an employee works on a holiday, he will be paid:

(a) time and one-half (1½) for all hours worked up to three (3) hours and double (2) time thereafter, in addition to the pay that he would have been granted had he not worked on the holiday;

or

(b) upon request, and with the approval of the Employer, he 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 time and one-half (1½) times the straight time rate of pay for all hours worked up to three (3) hours,

(iii) pay at two (2) times the straight-time rate of pay for all hours worked by him on the holiday in excess of three (3) hours of work;

(c) (i) Subject to the operational requirements and adequate advance notice, the Employer will grant lieu days at such times as the employee may request.

(ii) When in a fiscal year an employee has not been granted all the lieu days requested by him, at his 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 subparagraph 14.06(c)(ii) shall be the rate in effect when the lieu day was earned.

14.07 - When an employee is required to report for work and reports on a designated holiday, he will be paid the greater of:

- (a) compensation in accordance with the provisions of clause 14.06;
- or
- (b) compensation equivalent to four (4) hours' pay at his straight time rate of pay.

14.08 - Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

ARTICLE 15

OTHER LEAVE WITH OR WITHOUT PAY

Marriage Leave With Pay

15.01

- (a) After the completion of one (1) year's continuous employment in the Senate, and providing an employee gives the Employer at least five (5) days' notice, he is entitled to thirty-five (35) consecutive working hours leave with pay for the purpose of getting married.
- (b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid to the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

Bereavement Leave With Pay

15.02 - For the purpose of this clause, immediate family is defined as spouse (including common-law partner), children, father, mother, brother, sister, stepmother, stepfather, step-sister, step-brother, parents-in-law, stepchildren, grandchildren and any relative living with the employee.

- (a) When a member of his immediate family dies, an employee is entitled to a 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.
- * (b) An employee is entitled to one (1) day's bereavement leave with pay for purpose related to the death of a grand-parent, son-in-law, daughter-in-law, brother-in-law or sister-in-law. In the case of the death of the employee's grand-parent, one (1) supplementary day of leave with pay is 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 will be entitled to bereavement leave with pay and his compensatory leave credits will be restored to the extent of any concurrent bereavement leave with pay granted.
- (d) It is recognized that the circumstances which call for leave in respect of bereavement are based on individual circumstances.

On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a

period greater than that provided for in paragraphs 15.02(a) and (b).

Maternity Leave Without Pay

15.03

- * (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than 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 hospitalisation 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 16, Sick Leave. For purposes of this subparagraph, the terms "illness" or "injury" as used in Article 16, Sick Leave, shall include medical disability related to pregnancy.
 - (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
 - (g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

Maternity Allowance

15.04

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

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

*

(ii) provides the Employer with proof that she has applied for and is in receipt of 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 style="width: 50%; margin: 0 auto;"/>
	Total period to be worked as specified in (B)

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

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

(c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:

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

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 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 maternity benefits to which she would have been eligible if no extra monies had been earned during this period.

- * (d) At the employee's request, the payment referred to in subparagraph 15.04(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 deferred remuneration or severance pay.

Special Maternity Allowance for Totally Disabled Employees

15.05

- (a) An employee who:
 - * (i) fails to satisfy the eligibility requirement specified in subparagraph 15.04(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 15.04(a) other than those specified in sections (A) and (B) of subparagraph 15.04(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 15.04 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* pregnancy benefits for the reasons described in subparagraph (a)(i).

Parental Leave Without Pay

15.06

- (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 four (4) weeks in advance of the expected date of birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- (e) The Employer may:
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) week's notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (f) Parental leave without pay taken by a couple employed in the Senate shall not exceed a total of thirty-seven (37) weeks for both individuals combined.
- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

Parental Allowance

15.07

(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:

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

* (ii) provides the Employer with proof that he has applied for and is in receipt of parental, paternity or adoption 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) 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 15.04(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	$\frac{\text{Remaining period to be worked following his return to work}}{\text{Total period to be worked as specified in (B)}}$
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However, an employee whose specified period of employment expired and who is rehired by the Senate within a period of five (5) days or less is not indebted for the amount if his new period of employment is sufficient to meet the obligations specified in section (B).

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

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

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

* (ii) other than as provided in subparagraph (iii) below, for each week in respect of which the employee receives parental, adoption or paternity benefits pursuant to the *Employment*

Insurance Act or *Québec Parental Insurance Plan*, the difference between the gross weekly amount of the Employment Insurance parental, adoption or paternity, 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, adoption or paternity 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 benefit and the full thirty-two (32) weeks of parental benefit 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 15.07(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 deferred remuneration or 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

15.08

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in Parental Allowance subparagraph 15.07(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

- (ii) has satisfied all of the other eligibility criteria specified in subparagraph 15.07(a) except in subparagraphs 15.07(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 subparagraph 15.07(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 15.07 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 subparagraph 15.07(a)(i) above.

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

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

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (b) leave granted under this clause shall be for a minimum period of six (6) weeks;
- (c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Senate;
- (d) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and from the calculation of "service" for the purposes of calculating vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

Leave Without Pay for Personal Needs

15.10 - 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 (1) 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, paternity or adoption leave without the consent of the Employer.
- (d) Leave granted under paragraph (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 paragraph (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 Without Pay for Relocation of Spouse

15.11

- (a) At the request of an employee, leave without pay for a period of up to one (1) year will be granted to an employee whose spouse is relocated.
- (b) Leave without pay granted under 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, except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.
- (c) An employee who is granted leave without pay under the provisions of this Article is entitled to return to his position at the end of such leave or to a similar position at the equivalent classification if such position(s) is (are) available. If there is no position available, the employee will be entitled to priority staffing for positions for which he is qualified for a period of six (6) months.

Leave With Pay for Family-Related Responsibilities

* **15.12** - For the purpose of this clause, family is defined as spouse (or common-law partner), dependent children (including children of legal or common-law partner), foster children, parents (including stepparents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) The Employer will grant leave with pay under the following circumstances:
 - (i) while an employee is expected to make reasonable effort to schedule medical or dental appointments for dependent family members to minimize or preclude his absence from work, however, when alternate arrangements are not possible an employee is entitled to up to one (1) day for a medical or dental appointment when the dependent family member is incapable of attending the appointments 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) 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 the time to make alternate care arrangements where the illness is of a longer duration;
 - (iii) two (2) days' leave with pay for needs directly related to the birth or to the adoption of the employee's child.
- (b) The total leave with pay which may be granted under subparagraphs (a)(i), (ii) or (iii) shall not exceed five (5) days in a fiscal year.
- (c) Leave granted under the provisions of subparagraphs (a)(i) or (ii) is subject to the employee submitting to the Employer satisfactory evidence that alternate arrangements could not be made.

Court Leave With Pay

15.13 - 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 or before a grand jury;
 - (ii) before a court, judge, justice, magistrate or coroner;
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of 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

15.14 - 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 pursuant to the *Government Employees Compensation Act*, and a Provincial Worker's Compensation Board has notified the Employer that it has certified that the employee is unable to work because of:

- (a) personal injury accidentally received in the performance of his duties and not caused by the employee's wilful misconduct,
or
- (b) an industrial illness or a disease arising out of and in the course of 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.

Personnel Selection Leave With Pay

15.15 - Where an employee participates in a Personnel selection process for a position in the Senate, the House of Commons, or the Library of Parliament, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required.

Leave for Religious Observance

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

Leave Without Pay for the Long Term Care of a Parent

15.17 - At the discretion of the Employer, an employee may be granted leave without pay for the long term personal care of the employee's parents, foster parents and parents-in-law, in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing at least four (4) weeks in advance of the commencement date of such leave unless, because of unforeseeable circumstances, such notice cannot be given;
- (b) leave granted under this clause shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment.

Such leave in excess of three (3) months shall be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and service for the purpose of calculating vacation leave.

Deferred Leave

15.18 - Deferred leave means a period of authorized leave without pay of between six (6) and twelve (12) consecutive months duration where an employee has requested such leave in advance and at that time makes an arrangement to have a percentage of his salary deposited into a trust fund which will provide an income for the employee during the period of leave.

At the request of an employee, his salary for a four (4) year period shall be paid over five (5) years at the rate of eighty percent (80%) per year allowing one (1) year off in the five (5) year period during which the employee would be paid at eighty percent (80%) level. Provision shall be made for varying percentages and time periods.

Subject to operational requirements and at no additional cost to the Employer, an employee may be granted deferred leave in accordance with the following:

- (a) **Application**
 - (i) An application for such leave shall be in writing.
 - (ii) The reply shall be given to an employee not later than thirty (30) days after the date of the application being submitted. Such leave shall not be unreasonably withheld.
- (b) **Funding for Deferred Leave**
 - (i) During the fiscal years prior to the leave, the employee will receive his current remuneration, less the amount which the employee has specified in his application for the fiscal years which is to be retained by the Employer.
 - (ii) The monies retained by the Employer in accordance with subparagraph (b)(i) shall be deposited in a trust account designated by the employee.
- (c) **Taking of Deferred Leave and Return of the Employee**
 - (i) The deferred leave shall occur according to, and be governed by, a separate agreement between the Employer and the employee.
 - (ii) If the Employer is unable to obtain a suitable replacement for an employee for the period of a deferred leave specified by that employee, the Employer may, at its discretion, and upon six (6) months notice to the employee, defer the deferred leave until a suitable replacement is found in accordance with the agreement.
 - (iii) On return from the deferred leave, the employee shall be assigned to his previous position or any other similar position that he may agree to without the requirement of a probationary period.
 - (iv) After participation in this leave plan, the employee's salary and benefits will be those that would normally apply to the incumbent of the substantive position.

(v) Deferred leave shall not be deemed to be an interruption in continuous employment and seniority, nor shall it affect the number of days of accumulated sick leave or vacation leave, but it shall not count as experience for salary purposes.

(d) Fringe Benefits

During a deferred leave, the premiums for fringe benefits for an employee shall be those that would normally apply to the incumbent of the substantive position.

(e) Withdrawal

An employee may withdraw from the leave plan at any time up to six (6) months prior to the date the deferred leave is scheduled to commence, unless a commitment has been made to a suitable replacement employee.

* Volunteer Leave With Pay

* **15.19** - Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven (7) hours of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign .

Leave With or Without Pay for Other Reasons

15.20 - At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his reporting for duty;
- (b) leave with or without pay for purposes other than those specified in this Guide.

ARTICLE 16

SICK LEAVE

Credits

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

Granting of Sick Leave

16.02 - An employee is entitled to 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.

* **16.03** – Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 16.02(a).

16.04 - Reasonable time off may be granted for employees to give blood when the clinic is on the Employer's premises. Time off may also be granted in cases where an employee with a specific blood type is solicited by an authorized blood agency.

16.05 - When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 16.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee:

(a) for a period of up to twenty-five (25) days if a decision on an application for injury-on-duty leave is being awaited,

or

(b) for a period of up to fifteen (15) days in all other cases,

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

16.06 - 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.

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

16.08 - A new employee who previously worked for another Employer listed in clause 13.03(b) will be credited with the balance of his sick leave credits with that Employer, in hours, provided the employee can show written evidence of such credits.

ARTICLE 17

EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE

Education Leave Without Pay

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

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

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

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

If the employee:

- (a) fails to complete the course;
- (b) does not resume employment with the Employer on completion of the course;
- or
- (c) ceases to be employed before termination of the period he has undertaken to serve after completion of the course;

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

Career Development Leave With Pay

17.05

- (a) Career development refers to an activity which, in the opinion of the Employer, is likely to be of assistance to the individual in furthering his career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
 - (i) a course offered by the Employer;
 - (ii) a course offered by a recognized academic institution;
 - (iii) a seminar, convention, conference or study session in a specialized field directly related to the employee's work.
- (b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in paragraph 17.05(a) above. The employee shall receive no compensation under the Overtime and Travelling Time provisions of this Guide during time spent on career development leave provided for in this clause.
- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

Examination Leave With Pay

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

Training and Development

17.07 - When the Employer requires an employee to attend training sessions, whenever possible, the sessions will be scheduled during working hours and the attendance by the employee at these training sessions shall be considered as time worked.

17.08 - On completion of leave or training under this Article, employees shall be returned to their former position.

ARTICLE 18

SEVERANCE PAY

18.01 - Upon termination of employment and subject to clause 18.02, an employee shall receive severance benefits

calculated on the basis of his weekly rate of pay as follows:

- (a) At the rate of two (2) weeks' pay for the first completed year of continuous service, and one (1) week's pay for each completed year of continuous employment thereafter, up to a maximum of twenty-eight (28) weeks. If employment is terminated because of the employee's death or retirement, the maximum allowable will be thirty (30) weeks' salary.
- (b) If an employee dies, severance pay shall be paid to the employee's estate at the rate described in paragraph (a).
- (c) An employee who is discharged or who abandons his position is not entitled to severance pay.

18.02 - 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 clause 18.01 be pyramided.

18.03 - The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in his letter of offer on the date of the termination of his employment.

Continuous employment

18.04 - For the purpose of severance pay, "continuous employment" has the same meaning as "continuous employment" in clause 13.03, dealing with vacation leave.

ARTICLE 19

HOURS OF WORK

19.01 - The standard work week shall be thirty-five (35) hours in duration and the standard work day shall be seven (7) hours excluding a sixty (60) minute unpaid meal period, except for employees in Parliamentary Reporter positions whose standard work year consists of eighteen hundred and twenty (1,820) hours.

19.02 - Notwithstanding the provisions of this Article, upon request of an employee and further to the Employer's approval, this employee may complete his weekly hours of work in a period of other than five (5) full days provided that over a period of forty-two (42) calendar days, employees work an average of thirty-five (35) hours per week. In every such period, employees shall be granted days of rest on days not scheduled as normal work days for them. Notwithstanding anything to the contrary contained in this Guide, the implementation of any variation in hours shall not result in any overtime work or additional payment by reason only of such variation, nor shall it prohibit the rights of the Employer to schedule hours of work as per the terms of this Guide.

19.03 - The Employer shall schedule two (2) rest periods of fifteen (15) minutes each during each working day. Employees may be required to take such rest periods at their work location when the nature of their duties makes it necessary. The rest periods shall be scheduled as close as possible to the middle of each work period.

Shift Premium

19.04 - An employee whose standard shift schedule includes hours to be worked between 5:00 p.m. and 7:30 a.m. is entitled to receive a shift premium of two dollars (\$2.00) per hour for all hours worked between 5:00 p.m. and 7:30 a.m.

ARTICLE 20

OVERTIME

Assignment of Overtime Work

20.01

- (a) The Employer will make every reasonable effort to avoid excessive overtime and to offer overtime work equitably among readily available qualified employees who normally perform those duties.
- (b) In applying the principles enunciated in paragraph (a) above, the Employer will first consider those employees who have indicated their willingness to perform overtime work.

Overtime Compensation

20.02 - Middle Managers, who are eligible to performance pay, may not claim overtime compensation.

20.03 – Employees in Parliamentary Reporter positions are excluded from clause 20.04. However, when an employee in a Parliamentary Reporter position has been required to work by the Employer and has worked in excess of eighteen hundred and twenty (1,820) hours in a fiscal year, he shall be compensated at the end of this time period at the rate of time and one-half (1½) of his hourly rate of pay in effect on March 31 for each hour worked in excess of eighteen hundred and twenty (1,820) hours, in the form of compensatory leave, after agreement with the Employer. All calculations of time worked shall be based on each completed period of fifteen (15) minutes.

20.04 - When an employee is duly required by the Employer to work overtime, he shall be compensated as follows:

- (a) time and one-half (1½), except as provided for in paragraph 20.04(b);
- (b) double (2) time for each hour of overtime worked after ten (10) hours' work in any twenty-four (24) hour period or after three (3) hours' work on his first day of rest, and for all hours worked on the second or subsequent day of rest. "Second or subsequent day of rest" means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may, however, be separated by a designated paid holiday;
 - (i) An employee may be paid in cash if he signifies, in writing, to the Employer that he wishes to be paid in cash for a period of at least six (6) months.
 - (ii) If the employee wishes to renew or change his option after a minimum of six (6) months, he shall signify his intentions in writing to the Employer.
 - (iii) Employees will be held to the option selected under 20.04(b)(i) or (ii) except in the case of exceptional circumstances.
 - (iv) Cash payments referred to in 20.04(b)(i) or (ii) shall be made at the end of the month following the month during which overtime was earned.
- (c) Compensatory leave earned in a calendar year and outstanding on October 31 of the next following calendar year shall normally be paid in cash at the employee's regular rate of pay of October 31 of that year. The Employer must notify employees at least thirty (30) days prior to paying accumulated overtime.

20.05 - An employee is entitled to overtime compensation for each complete fifteen (15) minute period of overtime worked by him.

Meal Allowance

20.06

- (a) An employee who works two (2) or more hours,
 - (i) immediately before his scheduled hours of work and who has not been notified of the requirement prior to the end of his last scheduled work period,

or

(ii) immediately following his scheduled hours of work,

- * shall be reimbursed for one (1) meal in the amount of ten dollars fifty cents (\$10.50), except where free meals are provided or when he is being compensated on some other basis. 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.
- * (b) When an employee works continuously for more than two (2) hours in excess of his daily scheduled hours, as per paragraph 20.06(a), he shall be reimbursed for one (1) additional meal in the amount of ten dollars fifty cents (\$10.50) for each four (4) hour period of time worked thereafter, except where free meals are provided or when he is compensated on some other basis. Reasonable time with pay, to be determined by the Employer, shall be allowed to the employee in order that he may take a meal break either at or adjacent to his place of work.
- (c) This clause shall not apply to an employee who is in travel status which entitles him to claim expenses for lodging and/or meals.

ARTICLE 21

PAY ADMINISTRATION

21.01

- * (a) An employee is entitled to be paid every second (2) Wednesday. If a pay day should coincide with a designated paid holiday, the employee shall be paid on the preceding working day. Each employee will receive a stub indicating the employee's gross and net entitlements and details of all deductions and cumulative deductions.
- * (b) Notwithstanding paragraph 21.01(a), employees who, on April 1, 2006 were being paid by cheque will retain this privilege for as long as they remain Senate employees.

21.02 - An employee is entitled to be paid for services rendered in the position to which he is appointed, in the scale of rates of pay provided through the Senate Administration's classification system (See Appendix "C").

21.03 - Where a salary increment and a salary revision are effected 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

21.04

- (a) When an employee, other than a Middle Manager, is required by the Employer to substantially perform the duties of a position having a higher maximum rate of pay than the one held by him for a period of at least five (5) complete working days, he shall be paid acting pay calculated from the date on which he commenced to act, as if he had been promoted to that higher paid position for the period in which he acts.
- (b) When a Middle Manager is required by the Employer to substantially perform the duties of a position having a higher maximum rate of pay than the one held by him for a period of at least twenty (20) complete days, he shall be paid acting pay calculated from the day on which he commenced to act, as if he had been promoted to that higher paid position for the period in which he acts.
- (c) When a day designated as a paid holiday occurs after the date the employee has commenced to act or prior to his ceasing to act, the holiday shall be considered as a day worked for purposes of the qualifying period.

Probationary Period

- * **21.05** - The probationary period for all employees is twelve (12) months.

Pay Increment Date

- * **21.06** - The pay increment date for an employee appointed to a position/classification upon promotion, demotion or from outside the Senate of Canada, shall be the anniversary date of such appointment, subject to the satisfactory performance of his duties.

Promotion, Demotion, Transfer

21.07 - The appointment of an employee to a different position/classification level constitutes:

- * (a) a promotion, where the maximum of the new position/classification is higher than the maximum of the former position/classification;
- (b) a demotion, where the maximum of the new position/classification is lower than the maximum of the former position classification;
- (c) a transfer, where the appointment is neither a promotion or a demotion.

Pay Increment Administration

- * **21.08**
- * (a) An employee, other than an employee whose performance is evaluated as unsatisfactory, shall be granted pay increments until the maximum rate of the range established for his classification is reached.
- * (b) A pay increment shall be of four percent (4%) of his substantive rate of pay.
- * (c) Where, on the increment date, a final increment falls within one hundred (\$100.00) from the maximum rate of the range, the incumbent's salary will be placed at the maximum rate.

Pay Increment Period

- * **21.09** - Employees shall be entitled, on their increment date, to receive an incremental increase of four percent (4%), or such percentage increase as would bring the employee's salary to the maximum of his salary band, whichever is the lesser.

21.10 - If an employee is promoted or transferred on a date which coincides with the date on which he would otherwise have received a salary increment in respect of his previous position, such salary increment shall be applied before determining the rate of pay applicable to him on promotion or transfer.

Salary Protection Status

21.11 - Appendix "A" deals with pay on reclassification or conversion.

Pay for the Month of Death

21.12 - If an employee dies, the salary due to him on the last working day preceding his death will 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) days of his death.

Pay Recovery

21.13 - Recovery of a salary or wages overpayment may, at the request of the employee, be extended over a number of

pay periods at a normal recovery rate of ten percent (10%) of the employee's gross salary entitlement for a pay period.

ARTICLE 22

TRAVELLING TIME

22.01 - For the purposes of this Guide, travelling time is compensated for only in the circumstances and to the extent provided for in this Article and in Article 20, which deals with overtime.

22.02 - When an employee is required to travel outside his headquarters area on Senate business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer, and the employee will be compensated for travel time in accordance with clauses 22.03 and 22.04. Travelling time shall include time necessarily spent at each stop-over en route provided such stop-over is not longer than three (3) hours.

22.03 - For the purposes of clauses 22.02 and 22.04, the travelling time for which an employee shall be compensated is as follows:

- (a) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer;
- (b) for travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, directly to his destination and, upon his return, directly back to his residence or work place;
- (c) in the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

22.04 - If an employee is required to travel as set forth in clauses 22.02 and 22.03:

- (a) On a normal working day on which he travels but does not work, the employee shall receive his regular pay for the day.
- (b) On a normal working day on which he travels and works, the employee shall be paid:
 - (i) his regular pay for the day for a combined period of travel and work not exceeding his regular scheduled working hours,
 - (ii) at the applicable overtime rate for additional travel time in excess of his regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the straight-time rate of pay.
- (c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of eight (8) hours' pay at the straight-time rate of pay.

22.05 - This Article does not apply to an employee when he travels by any type of transport in which he is required to perform work, and/or which also serves as his living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:

- (a) on a normal working day, his regular pay for the day,

or
- (b) pay for actual hours worked in accordance with Article 14, Designated Paid Holidays, and the overtime provisions described in Article 20.

22.06 - Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer.

22.07 - An employee required to travel on Senate business is entitled to reimbursement of reasonable expenses as determined by the Senate Financial Guidelines for Committees.

22.08 - Employees required to work overtime beyond 20:00 hours are entitled to receive free transportation back to their residence providing they have not reported to work using their privately owned vehicle. The use of a taxi will be subject to prior approval of the Employer and in a case where the taxi fare is paid by the employee, he will present a receipt.

ARTICLE 23

CALL-BACK PAY

23.01 - If an employee is called back to work:

- (a) on a designated paid holiday which is not his scheduled day of work,
or
- (b) on his day of rest,
or
- (c) after he has completed his work for the day and has left his place of work, and is asked to return to work, he shall be paid the greater of:
 - (i) the minimum of three (3) hours' pay at one and one-half (1½) times the straight-time rate of pay for each call-back to a maximum of seven (7) hours pay in a seven (7) 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.

The employee who is asked to work while waiting for the start of an overtime assignment will be compensated for this time at the overtime rate applicable to his substantive position.

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

No Pyramiding of Payments

23.03 - Payments provided under the overtime and designated paid holiday provisions and under clause 23.01 above shall not be pyramided, that is, an employee shall not receive more than one compensation for the same service.

23.04 - When an employee reports to work overtime under the conditions described in clause 23.01, and is required to use transportation services other than the normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:

- (a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his

vehicle when the employee travels by means of his own vehicle,

or

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

Time spent by the employee reporting to work or returning to his residence shall not constitute time worked.

ARTICLE 24

STATEMENT OF DUTIES

24.01 - Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his position, including the classification level and an organization chart depicting the place of the position in the organization.

ARTICLE 25

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILE

25.01 - 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;
- (b) formal assessments and/or appraisals of employee performance shall normally be recorded on a form prescribed by the Employer for this purpose.

25.02

- (a) When a formal assessment of an employee's performance is made, the employee must be given an opportunity to sign the assessment form upon its completion. 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 upon completion.

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

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

25.04

- (a) Upon written request of an employee, the personal file of that employee shall be made available at such reasonable times as may be determined by the Employer, but not less than once a year, for his examination in the presence of an authorized representative of the Employer. The employee shall have the right to a copy of any document pertaining to discipline or performance placed on the employee's file if he has not previously been issued one.
- (b) The employee shall have the right, at his request, to be accompanied by a person of his choice when he examines his personal file.

25.05 - When a report pertaining to an employee's performance or conduct is placed on that employee's file, the Employer shall give a copy of the report to this employee.

ARTICLE 26

SUSPENSION AND DISCIPLINE

26.01 - When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension.

26.02 - When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision, the employee is entitled to be accompanied by a person of his choice.

26.03 - 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 a reasonable period thereafter.

26.04 - Any document or written statement related to disciplinary action, which may have been placed on the personal file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

ARTICLE 27

GRIEVANCE PROCEDURE

27.01 - Subject to and as provided in Section 62 of the *Parliamentary Employment and Staff Relations Act*, an employee who feels that he has been treated unjustly or considers himself aggrieved by any action or lack of action by the Employer is entitled to present a grievance in the manner prescribed in clause 27.04, except where there is another administrative procedure provided by an Act of Parliament to deal with his specific complaint; such procedure must then be followed.

27.02 - The Employer recognizes the value of informal discussions between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. Therefore, if the employee wishes to do so, he may discuss a complaint with his immediate supervisor or manager before presenting a grievance.

27.03 - Except as otherwise provided in this Guide, a grievance shall be processed by recourse to the following levels:

- (a) Level 1 - First level of management;
- (b) Level 2 - Directorate level;
- (c) Final level - Clerk of the Senate or his designate.

27.04 - The Employer shall designate a representative at each level in the grievance procedure and shall inform employees of the name or title of the person so designated together with the name, title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies.

27.05 - An employee who wishes to present a grievance at a prescribed level in the grievance procedure shall transmit this grievance to his immediate supervisor or to the officer-in-charge who shall forthwith:

(a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,

and

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

27.06 - Where it is necessary to present a grievance by mail, the 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 to the appropriate office. 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.

27.07 - 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.

27.08 - The purpose of the grievance process is to provide disclosure of information relating to a problem or disagreement which will facilitate open discussions and the exploration of a resolution acceptable to all parties to the grievance. Where appropriate and agreed by the parties, at any time during the process, the services of a mediator may be employed. Delays required for mediation purposes will not be tabulated against the normal delays related to the grievance process.

* **27.09** - An employee may present a grievance to the first level of the procedure in the manner prescribed in clause 27.05:

* (a) not later than the fifteenth (15th) working day, where it relates to denial of appointment;

* (b) not later than the twenty-fifth (25th) working day, where it relates to termination of employment, demotion or classification;

* (c) not later than the twentieth (20th) working day, where it does not relate to a matter described in paragraphs (a) and (b);

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 grievance.

27.10 - The Employer shall 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 a grievance at the next higher level in the grievance procedure within ten (10) days after that decision or settlement has been conveyed to him in writing.

27.11 - If the Employer does not reply within ten (10) days from the date that a grievance is presented at any level, except the final level, the employee may, within the next ten (10) days, submit the grievance at the next higher level of the grievance procedure.

27.12 - The Employer shall 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.

27.13 - 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.

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

27.15 - The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and

the employee.

27.16 - Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels, except the final level, may be eliminated by agreement of the Employer and the employee.

27.17 - Where the Employer discharges an employee, the grievance procedure set forth in this Guide shall apply except that the grievance shall be presented at the final level only.

27.18 - An employee may abandon a grievance by written notice to his immediate supervisor or officer-in-charge.

27.19 - An employee who fails to present a grievance to the next higher level within the stipulated 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.

27.20 - 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 as provided in this Guide.

27.21 - Where an employee has presented a grievance up to and including the final level in the grievance procedure with respect to:

(a) disciplinary action resulting in discharge, suspension or a financial penalty,

or

(b) matters listed in section 63(1) of the *Parliamentary Employment and Staff Relations Act*

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*, Regulations and Rules of Procedure.

ARTICLE 28

HEALTH AND SAFETY

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

ARTICLE 29

INSURANCE PLANS

29.01 - The Employer shall continue coverage for employees in respect of current Public Service Health Care Plan, and Disability Insurance provisions.

29.02 - Notwithstanding clause 29.01, the Employer shall extend any improvements made in respect of Public Service Health Care Plan and Disability Insurance to employees.

ARTICLE 30

JOB SECURITY

30.01 - The Employer will make every reasonable effort not to lay off employees and to ensure that reductions in the workforce are accomplished through attrition. This is subject to the willingness and capacity of individual employees to undergo training and accept reassignment.

PROVISIONS

RESPECTING PAY ON RECLASSIFICATION OR CONVERSION

The following terms shall apply in respect of an employee whose position is reclassified or converted to a classification having a lower attainable maximum rate of pay:

1. Prior to a position being reclassified or converted to a classification having a lower attainable maximum rate of pay, the incumbent will be so notified in writing in advance of the effective date of this change.
2. An incumbent of a position notified pursuant to Section 1 above that his position will be reclassified or converted to a classification having a lower maximum rate of pay will be granted "Salary Protection Status" as described in Section 3 below, commencing the stipulated effective date of reclassification or conversion.
3.
 - (a) An incumbent who is designated for "Salary Protection Status" shall continue to retain his former classification for purposes of determining his rate of pay and shall continue to receive increments, economic increases and all other salary adjustments.
 - (b) If the classification at which the employee's salary is protected ceases to exist, or if "Salary Protection Status" is made necessary by a conversion of the existing classification plan to a new classification plan, the incumbent shall continue to be paid in a scale of rates equivalent to that assigned to the former classification of his position, increased from time to time by applying thereto all economic increases and other salary adjustments as are applied to the scale for the new classification of his position. The incumbent shall also be eligible for increments until he has reached the maximum of his scale of rates.
 - (c) When the incumbent of an affected position vacates his position, the position will be classified to the level established in the context of the conversion or reclassification, and will be staffed at that level.

TERMS AND CONDITIONS OF EMPLOYMENT
PART-TIME EMPLOYEES

Definition

Part-time employees are employees whose normal scheduled hours of work are less than those worked in the full-time equivalent of the position but not less than those prescribed in the *Parliamentary Employment and Staff Relations Act*.

General

Unless otherwise specified in this Appendix, part-time employees shall be entitled to the benefits provided under this Guide in the same proportion as their normal weekly hours of work compare with those of employees working thirty-five (35) hours per week.

Additional Hours

Part-time employees shall be paid at the straight-time rate of pay of the assigned position, for all work performed up to the normal daily seven (7) hours or weekly thirty-five (35) hours specified by this Guide. All additional work will be compensated at the regular rate of overtime pay corresponding to the assigned position.

Days of Rest

The days of rest provisions of this Guide apply only in a week when a part-time employee has worked five (5) days or thirty-five (35) straight-time hours.

Leave

Leave will only be provided:

- (a) during those periods in which employees are scheduled to perform their duties; or
- (b) where it may displace other leave as prescribed in this Guide.

A part-time employee will earn prorated leave credits proportionate to his assigned work week, for each month in which he receives pay for at least twice (2) the number of hours in his normally assigned work week. However, there shall be no prorating of a day in clause 15.02, which deals with bereavement leave.

Pay for a Designated Paid Holiday

A part-time employee shall not be paid for the designated holiday but shall, instead, be paid four decimal six (4.6%) per cent for all straight-time hours worked on a biweekly basis.

Work on a Designated Paid Holiday

When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 14.01 of this Guide, this employee shall be paid one and one-half (1½) of the straight-time rate of pay for all hours worked up to seven (7) hours and double (2) time thereafter.

A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for an employee normally working thirty-five (35) hours a week, as per clause 14.01 of this Guide, shall be paid for the time actually worked, or a minimum of three (3) hours' pay at the straight-time rate, whichever is greater.

Overtime

- (a) Overtime means authorized work performed in excess of seven (7) hours daily or thirty-five (35) hours a week (this does not include time worked on a statutory holiday).
- (b) Subject to (a) above, a part-time employee who is required to work overtime shall be paid overtime as specified in Article 20 of this Guide.

Call Back and Reporting Pay

If an employee reports back to work after he has completed his regular schedule for the day or is called back to work from home, he shall be paid a minimum of three (3) hours' pay at the straight time rate of pay of the assigned position.

Severance Pay

Notwithstanding the provisions of Article 18 (which deals with severance pay), where the period of continuous employment in respect of which severance benefit is to be paid consists of both full and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

APPENDIX "C"

RATES OF PAY

- A. Effective April 1, 2006 (2.5 %)
- B. Effective April 1, 2007 (1.25%)

<u>Level 1</u>	A	25,759	32,593
	B	26,081	33,000
<u>Level 2</u>	A	29,210	36,962
	B	29,575	37,424
<u>Level 3</u>	A	34,434	43,570
	B	34,864	44,115
<u>Level 4</u>	A	38,241	48,386
	B	38,719	48,991
<u>Level 5</u>	A	42,666	53,986
	B	43,199	54,661
<u>Level 6</u>	A	47,624	60,259
	B	48,219	61,012
<u>Level 7</u>	A	52,758	66,755
	B	53,417	67,589
<u>Level 8</u>	A	58,600	74,147
	B	59,333	75,074
<u>Level 9</u>	A	66,832	84,564
	B	67,667	85,621
<u>Level 10</u>	A	73,116	92,515
	B	74,030	93,671