



**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE LIBRARY OF PARLIAMENT**

**AND**

**THE CANADIAN ASSOCIATION OF PROFESSIONAL EMPLOYEES**

**ANALYSTS AND RESEARCH ASSISTANTS**

**EXPIRY DATE**  
**December 15, 2018**



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Asterisks (\*\*) denote changes from the previous Collective Agreement.

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**ARTICLE 1 – PURPOSE OF AGREEMENT**

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- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Association, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of employees.
- 1.02 The parties to this Agreement share a desire to improve the quality of the Library of Parliament and to promote the well-being and increased efficiency of its employees to the end that Members of Parliament will be well and efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Library of Parliament in which members of the Bargaining Unit are employed.

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**\*\*ARTICLE 2 – INTERPRETATION AND DEFINITIONS**

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- \*\*2.01 For the purpose of this Agreement:
- a) “Association” means the Canadian Association Of Professional Employees.
- \*\*b) “Bargaining Unit” means the employees of the Employer in the Sub-group described in the certificate issued by the Federal Public Sector Labour Relations and Employment Board on 19 March, 1990.
- c) “Common law partner” in relation to an individual, means a person who is cohabitating with the individual in a conjugal relationship, having so cohabitated for a period of at least one year.
- d) “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/her certificate of appointment on the day immediately prior to the day on which the leave is taken.
- \*\*e) “Continuous employment” includes continuous employment and other employment with breaks in service of less than three (3) months in:
- (i) the Library of Parliament;
  - (ii) the office of a Member of Parliament;
  - (iii) the Senate;
  - (iv) the House of Commons;

(v) the Office of the Conflict of Interest and Ethics Commissioner;

(vi) \*\*the Parliamentary Protective Service

(vii) \*\*the Office of the Parliamentary Budget Officer

and

(viii) the Departments and portions of the Public Service referred to or listed in Schedules I, IV and V of the *Financial Administration Act*.

f) "Daily rate of pay" means an employee's weekly rate of pay divided by five (5).

g) "Day" means a calendar day, and shall consist of the hours that the employee would normally be scheduled to work on that day, unless otherwise specified in this Agreement.

h) "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/her position other than by reason of his/her being on leave or absent from duty without permission. Where the schedule of an employee is arranged so that no hours of work are scheduled for one or more days during the work week (Monday to Friday), each such day shall not be considered a day of rest for purposes of this Agreement.

i) "Double time" means two (2) times the employee's hourly rate.

j) "Employee" means a person so defined in the *Parliamentary Employment and Staff Relations Act*, and who is a member of this bargaining unit.

k) The "Employer" means the Library of Parliament as represented by the Parliamentary Librarian acting, subject to the *Parliament of Canada Act*, on behalf of both Houses of Parliament and includes any person authorised to exercise the authority of the Library of Parliament.

l) "Holiday" means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement.

m) "Hourly rate of pay" means a full-time employee's weekly rate of pay divided by thirty-five (35).

n) "Lay-off" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function.

o) "Leave" means authorized absence from duty by an employee during his/her regular or normal hours of work.

p) "Membership dues" means the dues established pursuant to the constitution of the Association as the dues payable by its members as a consequence of their membership in the Association.

q) "Spouse" will when required be interpreted to include "common law partner."

r) "Time and one-half" means one and one-half (1½) times the hourly rate.

s) "Weekly rate of pay" means an employee's annual rate of pay divided by 52.176.

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

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### ARTICLE 3 – APPLICATION

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- 3.01 The provisions of this Agreement apply to the Association, employees and the Employer.
- 3.02 Both the English and French texts of this Agreement shall be official.
- 3.03 Feminine, masculine, singular and plural pronouns used in this Agreement shall be interchangeable in the interpretation of this Agreement except where specifically precluded by the context.
- 3.04 Part-Time Employees:
- Employees whose normal scheduled hours of work are less than the normal weekly hours worked by a full-time employee shall be entitled to the benefits provided under this agreement in the same proportion as their weekly hours of work compared with the normal scheduled weekly hours of work of full-time employees, except that,
- a) such employees shall be paid at the hourly rate of pay for all hours of work performed up to the normal daily or weekly hours worked by a full-time employee. Employees will be compensated at the overtime rate as specified in clause 24 for all work performed in excess of the normal daily or weekly hours of work. For the purpose of this sub-clause, normal daily hours of work shall be seven (7) hours, and normal weekly hours of work shall be thirty-five (35) hours.
- b) leave will only be provided:
- (i) where it may displace other leave as prescribed by this Agreement,
- or
- (ii) during those periods in which the employees are scheduled to perform their duties.

c) the days of rest provisions in this collective agreement apply only in a week when the employee has worked five (5) days and a minimum of the normal weekly hours worked by a full-time employee.

d) a part-time employee shall not be paid for the designated holidays but shall, instead, be paid a premium of four point six (4.6) per cent for all straight-time hours during the period of part-time employment.

e) 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 18.01 of this Agreement, the employee shall be paid at the applicable rate paid to a full-time employee for all hours worked on the holiday.

f) notwithstanding the provisions of Article 22 (Severance Pay), an employee whose continuous employment is a combination of both full-time and part-time continuous employment shall, for the purpose of Severance Pay, have those completed years of part-time continuous employment reduced in the same proportion as the part-time weekly hours of work compared with the normal scheduled weekly hours of work of full-time employee. For such an employee who, on the date of the termination of his/her employment is a part-time employee, the weekly rate of pay shall be the weekly rate of pay that the employee is being paid on termination, adjusted to the full-time weekly rate.

g) The Employer shall make every reasonable effort to comply with an employee's request to work part-time.

h) there shall be no pro-rating of a "day" for bereavement leave.

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#### **ARTICLE 4 – PRECEDENCE OF LEGISLATION AND THE COLLECTIVE AGREEMENT**

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

4.02 In the circumstances of 4.01, either party may, upon notice to the other party, reopen the agreement with the purpose of ensuring that the Agreement is, in its entirety, consistent with the new law. Any resulting dispute shall be referred to arbitration in accordance with the provisions of the *Parliamentary Employment and Staff Relations Act*.

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#### **ARTICLE 5 – MANAGERIAL RESPONSIBILITIES**

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5.01 The Employer retains all the functions, rights, powers, and authority which are not explicitly abridged, delegated or modified by this Agreement.

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#### **ARTICLE 6 – RECOGNITION**

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6.01 The Employer recognizes the Association as the exclusive bargaining agent for all employees described in the certificate issued by the Federal Public Sector Labour Relations and Employment Board on June 3, 2010.



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**ARTICLE 7 – EMPLOYEE REPRESENTATIVES**

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- 7.01 The Employer acknowledges the right of the Association to appoint employees as representatives.
- 7.02 The Employer and the Association shall jointly determine the jurisdiction of each Representative.
- 7.03 The Association shall inform the Employer promptly and in writing of the names of its representatives and their jurisdiction. The Employer shall be notified in a timely manner of any subsequent changes.

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**ARTICLE 8 – TECHNICAL CHANGE**

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- 8.01 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will make every reasonable effort to minimize adverse effects on employees which might result from such changes.
- 8.02 The Employer agrees to provide as much advance notice as is practicable but not less than two (2) months' notice to the Association's head office of any major technological change in equipment which would result in significant changes in the employment status or working conditions of employees. In addition, the Employer agrees to consult with the Association's head office with a view to resolving problems which may arise as a result of the introduction of such technological change.
- 8.03 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of his/her substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

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**ARTICLE 9 – CHECK OFF**

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- 9.01 Subject to this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obliged to make such deduction from subsequent salary.
- 9.02 The Association shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 9.03 For the purpose of applying clause 9.01, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.

- 9.04 No employee organization, as defined in Section 3 of the *Parliamentary Employment and Staff Relations Act*, other than the Association, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.
- 9.05 The amounts deducted in accordance with clause 9.01 shall be remitted to the Association by cheque in the month following that in which their deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on his/her behalf.
- 9.06 The Employer agrees to make deductions for other purposes on the basis of the production of appropriate documentation.
- 9.07 The Association agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim of liability arising out of an error committed by the Employer limited to the amount actually involved in the error.
- 9.08 An employee who satisfies the Employer to the extent that he/she declares in an affidavit that he/she is a member of a religious organization, registered pursuant to the *Income Tax Act*, whose doctrine prevents him/her, as a matter of conscience, from making financial contributions to an employee organization and that he/she will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved. A copy of the affidavit will be provided to the Association.

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#### ARTICLE 10 - INFORMATION

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- 10.01 The Employer agrees to supply the Association on a quarterly basis with a list of all employees in the bargaining unit. The list referred to herein shall include the name, work location and classification of each employee and shall be provided within one month following the termination of each quarter. As soon as practicable, the Employer agrees to add to the above list the date of appointment for new employees.
- 10.02 The Employer agrees to supply each employee with an electronic copy of the Collective Agreement and any amendments thereto and will do so within one (1) month following the signature of the Collective Agreement.
- 10.03 Upon the written request of an employee, the Employer shall make available at a mutually satisfactory time any policy or directive which has a direct bearing on the requesting employee's terms and conditions of employment.
- 10.04 The Employer shall endeavour to provide to the Association, at least 7 days prior to implementation or amendment, any Library policy or directive which has a direct bearing on terms and conditions of employment of employees represented by the Association.

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**ARTICLE 11 – PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES**

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- 11.01 Reasonable access to means of communication available at the Library of Parliament will be provided to the Association for the dissemination of official notices. Notices or other material shall require the prior approval of the Employer, except notices relating to the business affairs of the Association and social recreational events. The Employer shall have the right to refuse the dissemination of any information it considers adverse to its interests or to the interests of any of its representatives.
- 11.02 The Employer shall make available to the Association specific locations on the premises for the placement of bulk quantities of literature of the Association.
- 11.03 The Employer shall endeavour to include a hyperlink to the Association's website from the intranet website.

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**\*\*ARTICLE 12 – LEAVE FOR STAFF RELATIONS MATTERS**

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- \*\*12.01 Federal Public Sector Labour Relations and Employment Board Hearings:

\*\*a) Complaints made to the Federal Public Sector Labour Relations and Employment Board (FPSLREB)

Pursuant to the *Parliamentary Employment and Staff Relations Act*.

When operational requirements permit, the Employer will grant leave with pay, for time spent appearing before the FPSLREB:

(i) to an employee who makes a complaint on his or her own behalf,

and

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

\*\*b) Application for Certification, Representations and Interventions with respect to Application for Certification.

When operational requirements permit, the Employer will grant leave without pay for time spent appearing before the FPSLREB:

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

and

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

\*\*c) Employee called as a witness for 12.01a) and b) above.

(i) The Employer will grant leave with pay to an employee called as a witness by the FPSLREB for time spent appearing before the Board.

(ii) The employer will grant leave with pay when operational requirements permit, to an employee called as a witness by an employee or the Association for time spent appearing before the FPSLREB.

12.02 Preparatory Contract Negotiation Meetings:

When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

12.03 Contract Negotiation Meetings:

When operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Association.

12.04 Arbitration Board Hearings:

a) When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees, representing the Association before an Arbitration Board, for time spent appearing before the Arbitration Board.

b) The Employer will grant leave with pay to an employee called as witness by an Arbitration Board and, when operational requirements permit, leave with pay to an employee called as a witness by the Association for time spent appearing before the Arbitration Board.

12.05 Meetings During the Grievance Process:

a) When operational requirements permit, the Employer will grant to an employee time-off with pay to meet with the Employer.

b) When an employee wishes to represent, at a meeting with the Employer, an employee who has presented a grievance, the Employer will arrange the meeting having regard to operational requirements, and will grant time-off with pay to the representative for time spent at the meeting.

c) A representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate employee complaints of an urgent nature, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his/her supervisor before resuming his/her normal duties.

12.06 Adjudication:

When operational requirements permit, the Employer will grant leave with pay, for time spent at an adjudication hearing to an employee who is,

a) a party to the adjudication,

or

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

or

c) a witness called by an employee or the Association who is a party to an adjudication.

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

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

12.08 Meetings Between Employees and the Association to Deal with Association Matters Not Otherwise Specified in this Article:

When operational requirements permit, the Employer shall grant time-off without pay to a reasonable number of employees participating in the meeting.

12.09 The Association Executive Meetings, Congress and Conventions:

When operational requirements permit, the Employer shall grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the Association and conventions of the Association, conventions of the Canadian Labour Congress and conventions of provincial Federations of Labour.

12.10 Representatives' Training Courses:

When operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Association to undertake training related to the duties of a representative.

12.11 Association Employment:

When operational requirements permit, employees who are elected to a full-time position or obtain term employment with the Association may be granted leave without pay subject to conditions to be established by the Employer prior to the granting of such leave.

12.12 Supplementary Remuneration:

Overtime pay and other forms of special compensation shall not be paid to employees for hours spent beyond their normal work hours conducting or participating in Association affairs.

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**\*\*ARTICLE 13 – NO DISCRIMINATION**

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\*\*13.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national and ethnic origin, religious affiliation, sex, sexual orientation, gender identity and expression, family status, mental or physical disability, membership or activity in the Association, marital status or a conviction for which a pardon has been granted.

13.02 It is not a discriminatory practice for the Employer to adopt or carry out a special program, plan or arrangement designed to prevent disadvantages that are likely to be suffered by, or to eliminate or reduce disadvantages that are suffered by, any group of individuals when those disadvantages would be or are based on or related to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or disability of members of that group, by improving opportunities respecting services, facilities, accommodation or employment in relation to that group.

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**ARTICLE 14 – EMPLOYEES ON PREMISES OF OTHER EMPLOYERS**

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

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**ARTICLE 15 – RESTRICTION FROM OUTSIDE EMPLOYMENT**

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15.01 Unless determined by the Employer as being in an area that could contravene the Library's Values and Ethics Code, employees shall not be prevented from engaging in other employment outside the hours they are required to work for the Employer. The Employer's decision is subject to grievance. The grievance is referred to the final level of the grievance procedure.

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**ARTICLE 16 – LEAVE - GENERAL**

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16.01 An employee is entitled, through the electronic leave system, to be informed of the balance of his/her vacation leave, sick leave, compensatory leave and family-related leave credits.

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

- 16.03 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.
- 16.04 In the event of termination of employment for reasons other than incapacity, death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in his letter of appointment on the date of the termination of his/her employment.
- 16.05 An employee shall not earn leave credits in any month for which leave has already been credited to him/her under the terms of any other collective agreement to which the Employer is a party or under other rules or regulations of the Employer.
- 16.06 An employee is not entitled to leave with pay during periods he/she is on leave without pay or under suspension.
- 16.07 When leave is granted, it shall be considered to be granted on an hourly basis with the hours debited for each complete day of leave being the same as the hours the employee would normally have been scheduled to work on that day.
- 16.08 Except as otherwise specified in this Agreement:
- a) Where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be deducted from "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave;
  - b) Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.
- 16.09 Notwithstanding article 16.08, for purposes of Article 19.02 (Bereavement Leave with pay), a day will mean a calendar day and leave will be granted in accordance with Article 16.07.
- 16.10 In the case of refusal, change or cancellation of any type of leave, the Employer shall provide the reason in writing when requested by an employee.

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**\*\*ARTICLE 17 – VACATION LEAVE**

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- 17.01 The vacation year shall be from April 1<sup>st</sup> to March 31<sup>st</sup>.
- \*\*17.02** Accumulation of Vacation Leave Credits:
- An employee shall earn vacation leave credits at the following rate for each calendar month during which he/she receives pay for at least ten (10) days,
- a) eleven decimal six six seven (11.667) hours until the month in which the anniversary of his/her fifteenth (15<sup>th</sup>) year of continuous employment occurs;



b) fourteen decimal five eight three (14.583) hours commencing with the month in which his/her fifteenth (15<sup>th</sup>) anniversary of continuous employment occurs;

c) seventeen decimal five (17.5) hours commencing with the month in which his/her twenty-eighth (28<sup>th</sup>) anniversary of continuous employment occurs.

\*\*d) for the purposes of article 17.02 only, any period of employment, continuous or otherwise, with the Library of Parliament, the office of a Member of Parliament, the Senate, the House of Commons, the Office of the Conflict of Interest and Ethics Commissioner, the Parliamentary Protective Service, the Office of the Parliamentary Budget Officer or the employers listed in Schedules I, IV and V of the *Financial Administration Act*, will be used to calculate annual leave credits, unless the employee, upon leaving the Library of Parliament or the employers listed in Schedules I, IV and V of the *Financial Administration Act*, receives or has received severance pay. However, this exception shall not apply to an employee who receives severance pay after being laid off or who is reappointed to a position with the Library of Parliament, the office of a Member of Parliament, the Senate, the House of Commons, the Office of the Conflict of Interest and Ethics Commissioner, the Parliamentary Protective Service, the Office of the Parliamentary Budget Officer or the employers listed in Schedules I, IV and V of the *Financial Administration Act* in the year after being laid off. Severance payments taken under 22.03 to 22.03.3 do not reduce the calculation of service for persons who have not yet left the Library of Parliament or the employers listed in Schedules I, IV and V of the *Financial Administration Act*.

e) Effective on the date of the signing of the collective agreement and on a go forward basis, any service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.

\*\*f) Notwithstanding paragraph d) above, an employee who was a member of the bargaining unit on the date of signing the relevant collective agreement shall retain, for the purposes of "service" and of establishing his or her vacation entitlement pursuant to this clause, those periods of former service that had previously qualified for counting as continuous employment, until such time as his or her employment in the Library of Parliament, the office of a Member of Parliament, the Senate, the House of Commons, the Office of the Conflict of Interest and Ethics Commissioner, the Parliamentary Protective Service, the Office of the Parliamentary Budget Officer, or the employers listed in Schedules I, IV and V of the *Financial Administration Act* is terminated.

#### 17.03 Entitlement to Vacation Leave With Pay:

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



- 17.04 If, at the end of a fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less than one (1) hour, the entitlement shall be increased to the nearest hour.
- 17.05 Scheduling of Vacation Leave With Pay:
- a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
  - b) The Employer shall, subject to operational requirements, make every reasonable effort to,
    - (i) schedule an employee's vacation leave in the vacation year in which it is earned;
    - (ii) 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 as soon as possible to allow for operational planning but at the latest by 15 April.
    - (iii) respond to an employee's request by 15 May.
  - c) Upon request of the employee, the Employer may schedule vacation leave with pay on shorter notice than that specified above, subject to operational requirements.
  - d) In the case of refusal, change or cancellation of vacation leave, the Employer shall upon request provide the reason in writing.
- 17.06 Where, in respect of any period of vacation leave, an employee:
- a) is granted bereavement leave,
    - or
  - b) is granted leave with pay because of illness in the immediate family as defined under clause 19.09b),
    - 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 shall either be added to the vacation period, if requested by the employee, or reinstated for use at a later date.

17.07 Carry-over Provisions:

- a) Where in any vacation year the Employer has not granted all of the vacation leave credited to the employee, the unused portion of his vacation leave shall be carried over into the following vacation year. Carry-over beyond one year will be by mutual consent.
- b) Employees shall submit their written request for carry-over stating the amount of vacation leave to be carried forward, the reason for this request, and, where possible, the specific dates when the carried-over vacation leave will be taken.
- c) During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and five (105) hours may be paid at the employee's hourly rate of pay as calculated from the classification prescribed in his/her certificate of appointment of his/her substantive position on 1 April of the previous vacation year.
- d) During any vacation year, to avoid carrying over vacation leave in excess of one year's entitlement, the Employer will have the option of paying earned but unused vacation leave credits in excess of the employee's annual vacation entitlement at the employee's hourly rate of pay calculated as in 17.07 d) or, after 1 October, of scheduling such leave on the employee's behalf.

17.08 Recall from Vacation Leave With Pay:

- a) The Employer shall make every reasonable effort not to recall an employee to duty after he/she has proceeded on vacation leave with pay.
- b) Where, during any period of vacation leave with pay, an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he incurs:

- (i) in proceeding to his/her place of duty,

and

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

and

- (iii) such expenses shall include any non-refundable deposit that the employee may have lost in consequence of his/her having been recalled to duty,

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

c) The employee shall not be considered as being on vacation leave with pay during any period in respect of which he/she is entitled under sub-clause 17.08 b) to be reimbursed for reasonable expenses incurred by him/her.

17.09 Cancellation of Vacation Leave With Pay:

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

17.10 Leave When Employment Terminates:

When an employee dies or otherwise ceases to be employed, he/she or his/her estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation with pay to his/her credit by the hourly rate of pay to which he/she is entitled by virtue of the certificate of appointment in effect at the time of the termination of his/her employment.

17.11 One-time Vacation Leave Credit:

a) Employees with less than two (2) years of continuous service and all new employees shall be credited a one-time entitlement of thirty-five (35) hours of vacation leave with pay upon reaching two years of continuous Library of Parliament service.

b) Transitional Provisions

Employees with more than two years of continuous Library of Parliament service shall be credited a one-time entitlement of thirty-five (35) hours of vacation leave with pay.

c) The vacation leave credits provided in clauses 17.12 a) and b) above shall be excluded from the carry-over of vacation leave provisions stipulated in paragraph 17.07.

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**ARTICLE 18 – DESIGNATED PAID HOLIDAYS**

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18.01 Subject to clause 18.02, the following days shall be designated paid holidays for employees:

a) New Year's Day,

b) Good Friday,

c) Easter Monday,

d) Victoria Day,

- e) St. John the Baptist Day,
- f) Canada Day,
- g) Labour Day,
- h) Thanksgiving Day,
- i) Remembrance Day,
- j) Christmas Day,
- k) Boxing Day,
- l) First Monday in August.

18.02 An employee absent without pay on both his/her full working day immediately preceding and his/her full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 12, Leave for Staff Relations Matters.

18.03 a) When a day designated as a holiday under clause 18.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following his/her 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.

b) When two (2) days designated as holidays under clause 18.01 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.

c) Notwithstanding 18.03 a) and b), when the House of Commons or Senate decide to sit on a designated paid holiday, the Employer may opt to move the designated holiday to the normal working day immediately preceding or following the designated paid holiday.

18.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 18.03:

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.

- 18.05 When an employee attends a conference that includes a designated paid holiday, as set out in article 18.01, that designated paid holiday is moved to a day mutually acceptable to the Employer and the employee.

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**\*\*ARTICLE 19 – OTHER LEAVE WITH OR WITHOUT PAY**

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19.01 Introduction:

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

**\*\*19.02** Bereavement Leave With Pay:

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

a) When a member of his/her immediate family dies, an employee shall be entitled to a bereavement period of five (5) consecutive working days which must include the day of the funeral or memorial. During such period he/she shall be paid for those days which are not regularly scheduled days of rest for that employee. In addition, the employee may be granted up to two (2) days' leave with pay for the purpose of travel related to the death.

b) In special circumstances and at the request of the employee, the five (5) day bereavement period may be moved beyond the day following the day of the funeral but must include the day of the funeral.

**\*\*c)** An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his/her brother-in-law, sister-in-law or spouse's grand-parent.

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

**\*\*e)** It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or different from that provided for in clause 19.02 a) and c).

\*\*f) An employee may request annual leave, compensatory leave, personal leave or leave without pay to attend the funeral or memorial service of a person who does not meet the definition of "immediate family" set out in paragraph (a) or who is not mentioned in paragraph (c) of this Article. Such a request shall not be unreasonably denied.

19.03 Maternity Leave Without Pay:

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

b) Notwithstanding paragraph a):

(i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,

or

(ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized, the period of maternity leave without pay defined in paragraph a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.

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

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

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

(i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;

(ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 20, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 20, Sick Leave With Pay, 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.

**\*\*19.04 Maternity Allowance:**

a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph 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 under the Employment Insurance 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 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)
		[total period to be worked as specified in B)]

However, an employee whose specified period of employment expired and who is rehired by the Library of Parliament within ninety (90) days 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 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 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,

ii) for each week that the employee receives a maternity benefit under the Employment Insurance or Québec Parental Insurance plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period,

\*\*iii) where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.

d) At the employee's request, the payment referred to in subparagraph 19.04 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 the *Parental Insurance Act* in Québec.

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 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.

#### 19.05 Special Maternity Allowance for Totally Disabled Employees:

a) An employee who,

(i) fails to satisfy the eligibility requirement specified in subparagraph 19.04 a) (ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Longterm 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 19.04 a), other than those specified in sections A) and B) of subparagraph 19.04 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 19.04 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance maternity benefits for the reasons described in subparagraph a) (i).

19.06 Parental Leave Without Pay:

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

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

c) Notwithstanding the above, at the option of the employee, the parental leave can be taken in two (2) periods of consecutive weeks, to a maximum of thirty-seven (37) 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.

d) 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 or her child is hospitalized, the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave.

e) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of birth of the employee's child (including the child of a common-law spouse, or the date the child is expected to come into the employee's care pursuant to paragraphs a) and b).

f) The Employer may:

(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) weeks' notice;

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

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

**\*\*19.07 Parental Allowance:**

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

(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 or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance 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/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;

B) Following his or her 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 19.04 a) (iii) B), if applicable;

C) should he or she fail to return to work in accordance with section A) or should he or she 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 or she will be indebted to the Employer for an amount determined as follows:

(allowance received) X (remaining period to be worked following his/her return to work)  
[total period to be worked as specified in B)]

However, an employee whose specified period of employment expired and who is rehired by the Library of Parliament within a period of ninety (90) days is not indebted for the amount if his or 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 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 before receiving Employment Insurance parental or adoption benefits, ninety-three per cent (93%) of his/her 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 sub-clause (iii) below, for each week in respect of which the employee receives parental, adoption or paternity benefit under the Employment Insurance or Québec Parental Insurance Plan, the difference between the gross weekly amount of the parental, adoption or paternity benefits under the Employment Insurance or Québec Parental Insurance Plan benefits he/she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance or Québec Parental Insurance Plan benefits to which he/she 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 other monies earned during this period;

\*\*iv) where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, she/he is eligible to receive a further parental allowance for a period of one (1) week at ninety-three per cent (93%) of his or her weekly rate of pay, less any other monies earned during this period, unless said employee has already received the one (1) week allowance contained in subparagraph 19.04(c)(iii) for the same child.

d) At the employee's request, the payment referred to in subparagraph 19.07c) (i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI or QPIP 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 or she is required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Québec.
- 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 she or 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 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 under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.

19.08 Special Parental Allowance for Totally Disabled Employees:

- a) An employee who,
- (i) fails to satisfy the eligibility requirement specified in subparagraph 19.08 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 via 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 paragraph 19.08a), other than those specified in sections A) and B) of subparagraph 19.08 a) (iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or 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 19.08 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph a) (i).

19.09 Leave Without Pay for the Care and Nurturing of Children:

Subject to operational requirements, an employee shall be granted leave without pay for the personal care and nurturing of the employee's children (including child of common-law spouse), ward, grandchild, 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 such notice cannot be given because of an urgent or unforeseeable circumstance;

b) leave granted under this clause shall be for a minimum period of three (3) consecutive weeks and a maximum period of two (2) years;

c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Library of Parliament;

d) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave;

e) time spent on such leave shall not be counted for pay increment purposes.

\*\*19.10 Leave Without Pay for Care Giving of an Immediate Family Member:

Subject to operational requirements, an employee shall be granted leave without pay for the personal care of the employee's parents (including step-parents, foster parents, and parents-in-law) or spouse, brother, sister, son-in-law, daughter-in-law, grandparents or any relative permanently residing in the employee's household or with whom the employee permanently resides 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 of such leave unless such notice cannot be given because of an urgent or unforeseeable circumstances;
  - b) leave granted under this clause shall be for a minimum period of three (3) consecutive 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 Library of Parliament;
  - d) the total number of leaves granted under this clause inclusive of requests for extension shall not exceed five (5) granted requests notwithstanding that the total accumulated leaves are less than the total leave specified in c);
  - e) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave;
  - f) time spent on such leave shall not be counted for pay increment purposes.
- Leave Without Pay for Personal Needs:

19.11 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 for 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 twice under each sub-clause a) and b) during his total period of employment in the Library of Parliament. The second period of leave under each sub-clause can be granted provided that the employee has remained at the Library of Parliament for a period of ten (10) years subsequent to the expiration of the first period of leave under the relevant sub-clause. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer;
- d) leave without pay granted under a) of this clause shall be counted for the calculation of "continuous employment" and for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall not be counted for pay increment purposes;
- e) leave without pay granted under b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.



**\*\*19.12** Compassionate Care Leave:

An employee who provides the Employer with proof that he or she is receiving or is awaiting employment insurance benefits for compassionate care shall be granted leave for a minimum of one (1) week while receiving or awaiting these benefits. Additional leave without pay may be granted under Articles 19.09 or 19.10.

**\*\*19.13** Leave With Pay for Family-Related Responsibilities:

**\*\*a)** For the purpose of this clause, family is defined as spouse (or common-law spouse), children (including children of legal or common-law spouse), ward, parents (including stepparents or foster parents), brother, sister, step-brother, step-sister, grandchild, or any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee or any relative permanently residing in the employee's household or with whom the employee permanently resides.

b) The Employer shall grant leave with pay under the following circumstances:

(i) up to the total number of scheduled hours for the specific day to take a family member to a medical appointment (covered by a Provincial Health Care and/or the Public Service Health Insurance Plan) or to the dentist, to appointments with school or adoption officials, if the supervisor is informed of the appointment with as much notice as possible;

(ii) for the immediate and temporary care of a member of the employee's family and to provide an employee with the time to make alternate care arrangements including but not limited to cases of an unforeseeable closure of the school or daycare facility;

(iii) for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;

(iv) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;

(v) to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible;

**\*\*vi)** seven (7) hours out of thirty-five (35) hours stipulated in Article 19.13(c) may be used to attend school functions, if the supervisor was notified of the functions as far in advance as possible.

c) The total leave with pay which may be granted under sub-clauses b) (i), (ii), (iii), (iv) and (v) shall not exceed thirty five (35) hours in a fiscal year.



d) It is recognized by the parties that the circumstances which call for leave for family-related responsibilities are based on individual circumstances. On request, the Employer may, at its discretion after considering the circumstances, grant leave with pay for a period greater than that provided for in paragraph c) above.

19.14 Medical appointments for pregnant employees:

a) Up to three decimal five (3.5) hours of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

b) Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences will be charged to sick leave.

19.15 Court Leave:

The Employer shall grant leave with pay to an employee for the period of time he/she is required,

a) to be available for jury selection;

b) to serve on a jury;

c) by subpoena or summons to attend as a witness in any proceeding, except one to which an employee is a party, 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/her 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;

or

(v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses.

d) Notwithstanding clause 19.14c) where the employee's involvement in the proceedings as a witness arises out of his/her employment outside the Library of Parliament, leave without pay shall be granted.

**\*\*19.16 Injury-on-duty Leave:**

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 a *Government Employee's Compensation Act*, and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of,

a) personal injury accidentally received in the performance of his/her 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/her 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/her agent has paid the premium.

**\*\*This leave is not to be deducted from the employee's sick leave credits.**

**19.17 Personnel Selection Leave:**

Where an employee participates in a personnel selection process for a position on Parliament Hill or the Public Service (National Capital Region), 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.

**19.18 Leave With or Without Pay for Other Reasons:**

At its discretion, the Employer may grant,

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

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

**19.19 Leave Without Pay for Relocation of Spouse:**

a) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily 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 shall be entitled to return to his/her position or to a similar position at the equivalent classification if such position(s) is available provided such leave does not exceed a three (3) year period.

#### 19.20 Deferred Leave:

Deferred leave means a period of authorized leave without pay of between six and twelve 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/her 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, the salary for a four (4) year period shall be paid over five (5) years at the rate of eighty per cent (80%) per year allowing one (1) year off in the five (5) year period during which the employee would be paid at eighty (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 a 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 year(s) prior to the leave, the employee will receive his/her current remuneration, less the amount which the employee has specified in his/her application for the fiscal year(s) in question which is to be retained by the Employer.

(ii) The monies retained by the Employer in accordance with clause b) (i) shall be deposited in a recognized trust account designated by the employee.

##### c) Taking of Deferred Leave:

(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/her 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 as set out in the agreement then in force between the Employer and the Association governing such matters.

(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 responsibility for payment of premiums for fringe benefits for an employee shall be as set forth in the agreement then in force between the Employer and the Association governing such matters.

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.

19.21 Leave With Income Averaging:

At their request and with the concurrence of the Employer, employees shall be entitled to reduce the number of weeks they work in any 12 month period by taking leave without pay for a minimum of five (5) weeks to a maximum of three (3) months, with income averaged over the full 12 month period. Pension and other benefits will be calculated as if the employee was on paid leave.

19.22 Leave for Religious Observances:

a) The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations.

b) Employees may, in accordance with the provisions of this agreement, request annual leave, compensatory leave, leave without pay for other reasons or a shift exchange (in the case of a shift worker) in order to fulfill their religious obligations.

c) Notwithstanding clause 19.21 b), at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payment by the Employer.

d) An employee who intends to request leave or time off under this clause must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

**\*\*19.23 Personal Leave With Pay:**

**\*\*a)** Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted in each fiscal year one (1) day of leave with pay for reasons of a personal nature. This leave may be divided.

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

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**\*\*ARTICLE 20 – SICK LEAVE CREDITS, MEDICAL AND DENTAL APPOINTMENTS**

20.01 Credits

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

20.02 Granting of Sick Leave

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

a) he/she 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/she has the necessary sick leave credits.

20.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he/she was unable to perform his/her duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 20.02 a).

20.04 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 20.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee:

a) for a period of up to one hundred and eighty-seven decimal five (187.5) hours if a decision on an application for injury-on-duty leave is being awaited,

or

b) for a period of up to one hundred and twelve decimal five (112.5) hours in all other cases,

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

- 20.05 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.
- 20.06 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.
- 20.07 An employee shall not be granted sick leave with pay during any period in which he/she is on leave of absence without pay, or under suspension.
- 20.08 An employee's accumulated sick leave credits with a previous Employer as set out in clause 2.01 d) (Interpretation and Definitions), shall be recognized at the Employer's discretion.
- 20.09 The Employer agrees that an employee recommended for release from employment for incapacity by reason of ill health shall not be released at a date earlier than the date at which the employee will have utilized his/her accumulated sick leave credits.
- 20.10 Sick leave credits earned but unused by an employee during a previous period of employment with the Library of Parliament shall be restored to an employee who ceased to be employed by reason of lay-off and who is reappointed to a position by the Employer within one (1) year from the date of lay-off.

**\*\*20.11 Medical and Dental Appointments:**

Employees will be allowed time off with pay to a maximum of three (3) hours for medical and dental appointments. Requests for such time off shall not be unreasonably denied.

a) Where possible, an employee is required to notify his/her supervisor in writing of any necessary medical or dental appointment that requires his/her absence from work at least forty-eight (48) hours prior to the appointment.

**\*\*b)** An employee shall use his/her sick leave credits to attend a medical/dental appointment if:

(i) he/she has already taken six (6) such appointments during a three (3) month period,

or

**\*\* (ii)** he/she is away for more than three (3) hours.

- 20.12 When an employee is asked to provide a medical certificate by the Employer, the employee shall be reimbursed by the Employer for the cost of the certificate.

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**ARTICLE 21 – EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE**

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21.01 Education Leave Without Pay

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/her 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.

- 21.02 At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to 100% (one hundred per cent) of his/her 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.

- 21.03 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.

- 21.04 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/she has undertaken to serve after completion of the course,

he/she shall repay the Employer all allowances paid to him/her under this Article during the education leave or such lesser sum as shall be determined by the Employer.

21.05 Where such leave is requested by the Employer, such leave 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.

21.06 Tuition Fees:

The following scales will apply,

a) Reimbursement at the rate of 100% may be approved for a language training course at a recognized institution approved by the employer.

b) Reimbursement at the rate of 100% may be approved for education or training considered immediately pertinent to the performance of the job and of direct necessity to the Library.

c) Reimbursement at the rate of 75% may be approved for education or training appropriate to the work of the Library or for compulsory courses toward a diploma or a degree appropriate to the work of the Library but not deemed immediately essential.

d) Reimbursement at the rate of 50% may be approved for other education or training deemed to be desirable to the Library or useful to the improvement of the individual's performance.

21.07 Attendance at Conferences and Conventions:

a) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards. The employee will prepare a report on his/her attendance at a course, conference or seminar in a form specified by the employer.

b) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasions to attend conferences and conventions which are related to his/her assigned work projects, subject to operational constraints.

c) The Employer may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.

d) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and as required, in travel status. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.

e) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his/her field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his/her payment of convention or conference registration fees and reasonable travel expenses.



f) An employee shall not be entitled to any compensation under Article 24 (Overtime) in respect of hours he/she is in attendance at or travelling to or from a conference or convention under the provisions of this clause, except as provided by sub-clause d).

g) On his/her return an employee will submit a report in a form stipulated by the employer.

#### 21.08 Examination Leave With Pay:

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

#### 21.09 Career Development

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

a) Career development is a shared responsibility of management and employees, requiring joint planning and investment.

b) Individual employees are responsible for identifying their career development needs in consultation with management and for planning, investing in, and implementing a career development program as agreed with management.

c) Management is responsible for actively promoting and guiding career development and, to this end, shall make every effort to provide appropriate resources and opportunities.

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

e) Consultation on career development will occur at the Joint Consultation Committee (Article 33) or through such other means as may be agreed to by the parties.

f) Career development opportunities shall be offered to employees in a fair and transparent manner.

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**ARTICLE 22 – SEVERANCE PAY**

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22.01 Under the following circumstances and subject to clause 22.02, an employee shall receive severance benefits calculated on the basis of his/her weekly rate of pay:

Effective February 1, 2013, severance benefits no longer apply upon resignation or retirement; therefore, article 22.01 b) and c) are deleted from the collective agreement.

a) Lay-off

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

(ii) On the second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, less any period in respect of which the employee was granted Severance Pay under 22.01 a) (i) above.

b) Resignation

On resignation, subject to clause 22.01c) and with ten (10) or more years of continuous employment, one-half (½) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay. Notwithstanding the above, for employees hired prior to 1 January, 1986 the amount of severance pay shall be one (1) week's pay for each completed year of continuous employment with a maximum benefit of twenty-eight (28) weeks' pay.

c) Retirement

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

d) Death

If an employee dies, there shall be paid to his/her estate, one (1) week's pay for each complete year of continuous employment and, in the case of a

partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

e) Rejection on Probation

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

f) Termination for Incapacity or Incompetence

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

g) Dismissal or Abandonment of Position

Severance pay shall not be payable to an employee who has been dismissed or who has abandoned his/her position.

22.02

a) For the purpose of this Article, all employment with the Library of Parliament whether continuous or discontinuous, shall count for the purpose of calculating severance pay.

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

(i) the office of a Member of Parliament;

(ii) the Senate;

(iii) the House of Commons;

and

(iv) the Departments and portions of the Public Service referred to or listed in Schedules I, IV and V of the *Financial Administration Act*.

c) Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave. Under no circumstances can the maximum severance pay under this Article 22.01 be pyramided.

For greater certainty, payments made pursuant to 22.03–22.03.3 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

d) 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 employee classification in effect immediately prior to the termination of the employee employment.

## 22.03 Severance Termination

a) Subject to 22.02 above, indeterminate employees on February 1, 2013 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.

b) Subject to 22.02 and above, term employees on February 1, 2013 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

### Terms of Payment

#### 22.03.1 Options

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

a) As a single payment at the rate of pay of the employee's substantive position as of February 1, 2013, or

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

c) As a combination of a) and b), pursuant to 22.03.2 c).

#### 22.03.2 Selection of Option

a) The Employer will advise the employee of his or her years of continuous employment no later than May 1, 2013.

b) The employee shall advise the Employer of the term of payment option selected no later than August 1, 2013.

c) The employee who opts for the option described in 22.03.1 c) must specify the number of complete weeks to be paid out pursuant to 22.03.1 a) and the remainder to be paid out pursuant to 22.03.1 b).

d) An employee who does not make a selection under 22.03.2 b) will be deemed to have chosen option 22.03.1 b).

#### 22.03.3 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the bargaining unit from a position outside the bargaining where,

at the date of appointment, provisions similar to those in 22.01 b) and c) are still in force, unless the appointment is only on an acting basis.

a) Subject to 22.02 above, on the date an indeterminate employee becomes subject to this Agreement after February 1, 2013, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.

b) Subject to 22.02 above, on the date a term employee becomes subject to this Agreement after February 1, 2013, he or she shall be entitled to severance payment payable under 22.03.1 b), equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.

c) An employee entitled to a severance payment under sub-paragraph a) or b) shall have the same choice of options outlined in 22.03.1, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

d) An employee who does not make a selection under 22.03.3 c) will be deemed to have chosen option 22.03.1 b).

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## **\*\*ARTICLE 23 – HOURS OF WORK**

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### 23.01 General:

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

a) The staffing, preparation, posting and administration of schedules of hours of work are the responsibility of the Employer.

b) The work year shall be eighteen hundred and twenty (1,820) hours.

c) The workweek shall be Monday to Friday inclusive and shall average thirty-five (35) hours per week exclusive of meal break periods. Saturday and Sunday shall be days of rest.

d) The normal hours of work will be worked between 08:00 hours and 18:00 hours.

e) Upon the request of an employee and the concurrence of the Employer, an employee may work flexible hours provided such hours are worked between 08:00 hours and 20:00 hours.

f) The Employer may set the normal work day for new positions created after the signing of the collective agreement beyond the hours specified in section 23.01(d).

**\*\*23.02 Flexible Hours:**

Upon the request of an employee and the concurrence of the Employer, an employee may work flexible hours on a daily basis provided such hours are worked between 08:00 hours and 20:00 hours.

**\*\*a)** The Employer will establish a flexible schedule of long weeks of no more than thirty-seven and one-half (37½) hours and no less than thirteen (13) short weeks of four (4) days of no more than thirty hours (30) hours, totalling 1,820 hours per year.

b) In March or as early as possible, the Employer will establish for the following year (April 1 to March 31) the schedule of long and short workweeks based on operational demands. In so doing, the Employer will consult with the Association and consider the wishes of the employees. Employees shall be informed in writing of the annual schedule before the beginning of the year in question.

c) The employee or the Employer may designate up to four (4) of the short weeks as “floating weeks” to be scheduled subject to mutual agreement during a period when both Houses are not in session.

d) The Employer may change the annual schedule established pursuant to clause 23.02 a) and b) in order to meet operational requirements of the Senate and or the House of Commons. Prior to implementing such change, the Employer will consult with representatives of the Association. The Employer agrees to make every reasonable effort to minimize the number and scope of changes to the annual schedule arising from operational requirements of the Senate and or the House of Commons.

e) The Employer may require a change or the employee may request a change to his or her annual schedule in order to meet operational requirements of the Senate or House of Commons or one of their committees.

f) Notwithstanding clauses 23.02 a) and b), the Employer may, following reasonable notice to and meaningful consultation with the Association, implement a continuing 35 hour work week.

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

**\*\*23.04 Rest Periods:**

Except when operational requirements do not permit, the Employer shall schedule two (2) rest periods of fifteen (15) minutes each per full working day.

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**ARTICLE 24 - OVERTIME**

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**24.01 Definition:**

“Overtime” means work required by the Employer to be performed by the employee in excess of his/her normal scheduled hours of work.

**24.02** The Employer shall make every reasonable effort to avoid excessive overtime and to offer overtime work on an equitable basis among readily available qualified employees who normally perform those duties.

**24.03** When an employee is required by the Employer to work overtime, compensation shall be calculated as follows:

a) at time and one-half (1½) for each hour of overtime worked, except as provided for in sections 24.03 b), c) et e);

b) at double time (2) for each hour of overtime worked after fifteen (15) hours' work in a normal workday or after seven (7) hours' work on a day of rest. For the purpose of this provision “day of rest” shall only be a Saturday or a Sunday;

c) at double time (2) for each hour of overtime worked on the employee's second or subsequent day of rest, provided that the employee also worked the first day of rest, where second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;

d) at time and one-half (1½) for each hour worked on a designated paid holiday, in addition to the compensation that he/she would have been granted had he/she not worked on the designated paid holiday;

e) at double time (2) for all time worked on a designated paid holiday contiguous to a second day of rest on which the employee also worked and received overtime compensation in accordance with section 24.03 c) above, in addition to the pay that would have been granted had the employee not worked on the holiday;

f) Compensation shall be paid on a normal work day for time worked in excess of the employee's scheduled hours of work for that day, at the rate of time and one-half (1½) for each hour worked.

**24.04** Notwithstanding any other provision of this Article and for greater certainty, all hours of work required of an employee by the Employer in excess of an average of thirty-five (35) hours per week at year's end shall be compensated at time and one-half (1½).

24.05 All calculations for overtime shall be based on each completed period of fifteen (15) minutes.

24.06 Call Back:

If an employee is called back and returns to work,

a) on his/her day of rest or on a designated paid holiday,

b) after he/she has completed his/her work for the days and has left his/her place of work,

he/she shall be paid the greater of:

c)

(i) compensation at time and one-half (1½) of the employee's hourly rate for each hour worked,

or

(ii) the minimum of four (4) hours' pay at the straight time rate of pay for each call back to a maximum of seven (7) hours' pay at the straight time rate in a seven (7) hour period,

provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

24.07 When an employee is required to report for work and reports under the conditions described as call back and he/she is required to use transportation services other than normal public transportation services, he/she 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/her automobile when the employee travels by means of his/her own automobile, or

or

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

24.08 a) In respect to overtime compensation earned during the course of a Parliament, the employee shall be entitled to compensatory leave at the applicable premium rate laid down in this Article.

b) The employee shall from time to time, on request of the Employer, submit plans for scheduling compensatory leave accumulated during the course of a Parliament. Subject to operational requirements, the Employer shall make every reasonable effort to grant compensatory leave in the amounts and at the times set out in the employee's plans.



c) The Employer reserves the right to schedule the employee's compensatory leave where no acceptable plan has been submitted in accordance with section b) above, but shall provide reasonable consideration to scheduling such leave according to the employee's wishes.

d) Carry-over Provisions for Compensatory Leave:

- (i) Where in any fiscal year, the Employer has not granted all of the compensatory leave earned by the employee, the unused portion of this compensatory leave shall be carried over into the following fiscal year. Carryover beyond one hundred and five (105) hours will be by mutual consent.
- (ii) Employees shall submit their written request for carry-over stating the amount of compensatory leave to be carried forward, the reason for this request, and, where possible, the specific dates when the carried-over compensatory leave will be taken.
- (iii) During any fiscal year, upon application by the employee and at the discretion of the Employer when fiscally feasible, earned but unused compensatory leave credits in excess of one hundred and five (105) hours may be paid at the employee's applicable rate of pay at the time the compensatory leave was earned.

e) An employee whose employment with the Employer is terminated shall receive pay in lieu of accumulated but unused compensatory leave at the employee's applicable rate of pay which he/she is entitled by virtue of the certificate of appointment in effect at the time of the termination of his/her employment.

24.09 When a payment is being made as a result of the application of this Article, the Employer shall endeavour to make such payment within six (6) weeks following the employee's request for payment.

24.10 Meal Allowance:

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

b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in a) above, the employee shall be reimbursed for one additional meal in the amount of twelve dollars (\$12.00), except where a free meal is provided. Reasonable time to be determined by the Employer, shall be allowed the employee in order that he/she may take this meal break either at or adjacent to his/her place of work.

- 24.11 Compensation under this article shall not be paid for any period of time under the provisions of Article 21 Education Leave Without Pay and Career Development Leave.
- 24.12 Requests for compensation that are made as a result of the application of this Article must be submitted to the Employer by the last day of the month following the month in which the overtime was performed by the employee.

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#### ARTICLE 25 – PAY ADMINISTRATION

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- 25.01 An employee is entitled to be paid for services rendered in the scale of rates of pay specified in Appendix “A” for the level of the position to which he/she is appointed.
- 25.02 a) The rates of pay set forth in Appendix “A” shall become effective on the date specified therein.
- b) Where the rates of pay set forth in Appendix “A” have an effective date prior to the date of signing of the collective agreement the following shall apply:
- (i) “retroactive period” for the purpose of clauses (ii) and (iii) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the collective agreement is signed, or when an arbitral award is rendered therefor;
  - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees, or in the case of death, the estates of former employees who were employees in the bargaining unit during the retroactive period;
  - (iii) rates of pay shall be paid in an amount equal to what would have been paid had the collective agreement been signed or when an arbitral award is rendered or on the effective date of the revision in rates of pay;
  - (iv) in order for former employees, or in the case of death for the former employees’ representatives, to receive payment in accordance with clause b) (iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have 30 days from the date of receipt of the registered letter to request in writing such payment after which time any obligation upon the Employer to provide payment ceases.
- 25.03 Only rates of pay and compensation for overtime which has been paid to an employee during the retroactive period will be recomputed and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the employee.

- 25.04 When two or more of the following actions occur on the same date, namely appointment, pay increment and/or pay revision, the employee's rate of pay shall be calculated in the following sequence:
- a) he/she shall receive his/her pay increment;
  - b) his/her rate of pay shall be revised;
  - c) his/her rate of pay on appointment shall be established in accordance with this Agreement.
- 25.05 Acting Pay:
- When an employee is required by the Employer to substantially perform the duties of a higher position on an acting basis for a period of at least three (3) consecutive working days, he/she shall be paid acting pay calculated from the date on which he/she commenced to act as if he/she had been promoted to that higher position for the period in which he/she acts, such pay to be determined in accordance with clause 25.11.
- 25.06 When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.
- 25.07 When an employee is granted leave of absence with pay during the qualifying period, such leave of absence will not break the qualifying period but will extend the qualifying period by an amount equal to the period of leave of absence with pay.
- 25.08 Pay Increment Administration:
- An employee other than an employee whose performance is evaluated as unsatisfactory shall be granted pay increments until the maximum rate of the range established for his/her level is reached. A pay increment shall be to the next rate in the scale of rates.
- 25.09 Pay Increment Periods:
- The pay increment for employees, including part-time employees, is eighteen hundred and twenty (1,820) hours, exclusive of overtime.
- 25.10 Pay Increment Date:
- The pay increment date for a full-time employee appointed to a position classification in the bargaining unit shall, upon promotion, demotion or appointment from outside the Library of Parliament, be on the anniversary date.

25.11 Rate of Pay on Promotion:

An employee appointed to a classification level having a maximum greater than the maximum of his/her former classification level shall be paid in the new classification level at the rate of pay, nearest to the rate he/she was receiving immediately before the appointment, that gives an increase in pay of not less than the smallest pay increment for the new classification level. If there is no such rate, the employee shall be paid the maximum rate in the new scale.

25.12 Rate of Pay on Demotion:

On demotion, an employee is paid at the rate in the range of rates of his/her new position/classification which is closest to or equal but not more than his/her former rate of pay.

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

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

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

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

c)

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

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

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

## 25.15 Pay Recovery

Where an employee has been overpaid, the Employer will advise the appropriate pay office and will, before recovery action has been commenced, advise the employee in writing of the amount of the overpayment and the intention of the Employer to recover the overpayment. Where the overpayment has occurred and at the request of the employee, the recovery of the overpayment shall be extended over a number of pay periods at a normal recovery rate of ten per cent (10%) of the gross salary entitlement of the employee for a pay period. However, in extenuating circumstances, the Employer may authorize a lower recovery rate at the employee's request or a higher rate of recovery may be applied at the request of the employee.

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## ARTICLE 26 - TRAVEL

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

a) On a normal working day on which the employee travels, the employee shall be paid,

(i) his/her regular pay for the period of travel and work not exceeding his/her normally scheduled working hours;

and

(ii) the applicable overtime rate for the additional travel time in excess of his/her regularly scheduled hours of work and travel up to eight (8) hours and at straight time for the remaining contiguous hours travelled;

b) On a day of rest or on a designated paid holiday, the employee shall be compensated at the applicable overtime rate for the first eight (8) hours travelled and at straight time for the remaining contiguous hours travelled. These hours do not qualify for the calculation under clause 24.03d).

c) When the employee travels on a non-working day during a short week pursuant to article 23.02, this day is exchanged for another working day of an equal number of hours.

26.02 For the purpose of clause 26.01, the travelling time for which an employee shall be compensated is as follows:

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

b) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, directly back to his/her residence or work place.

c) In the event that an alternative time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternative arrangements in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

- 26.03 All calculations for travelling time shall be based on each completed period of fifteen (15) minutes.
- 26.04 When a payment is being made as a result of the application of this Article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period for which the employee requests payment.
- 26.05 The provisions of this Article do not apply to an employee during his/her stay at an intermediate stopover or final destination.
- 26.06 Compensation under this Article shall not be recognized for travel time to courses, training sessions, conferences and seminars or any situation as defined in Article 21 Education Leave Without Pay and Career Development Leave.
- 26.07 Travel Expenses:

An employee required to travel on Library of Parliament business is entitled to reimbursement of reasonable and legitimate expenses incurred while travelling on official business in accordance with the Treasury Board Travel Directive.

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#### **ARTICLE 27 – STATEMENT OF DUTIES**

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- 27.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his/her position, including the classification level, the point rating allotted by factor to his/her position and an organization chart depicting the position's place in the organization.

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#### **ARTICLE 28 – PROBATIONARY PERIOD, EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

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- 28.01 A new employee will be considered on probation for a period of twelve (12) months. In the event that the employer's formal assessment of the employee's performance during this period determines that the performance objectives set out or the basic requirements of the position have not been met, the probationary period may be extended for a period of up to twelve (12) additional months.

Should the employee take any type of leave without pay while on probation, their probation period may be extended by the Employer by the same amount of time as the leave without pay period to ensure that performance can be properly and fairly assessed.

- 28.02 a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to him/her at that time. An employee's signature on his/her assessment form will be considered to be an indication only that its contents have been read and shall not indicate his/her concurrence with the statements contained on the form.
- b) The Employer's representative(s) who assesses an employee's performance must have observed or been aware of the employee's performance for at least one-half (½) of the period for which the employee's performance is evaluated.
- c) An employee has the right to make written comments to be attached to the performance review form.
- d) At the request of an employee, the employer will carry out a formal assessment of the employee's performance where the employee has not received a performance appraisal within the past year.
- 28.03 The Employer will make available to all employees the evaluation form which is used for performance review including any written document which provides instructions to the person conducting the review.
- 28.04 Upon written request of an employee, the personnel file of that employee shall be made available once per year for his/her examination in the presence of an authorized representative of the Employer.
- 28.05 When a report pertaining to an employee's performance or conduct is placed on that employee's personnel file, the employee concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read.

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#### **ARTICLE 29 – SUSPENSION AND DISCIPLINE**

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- 29.01 When an employee is suspended or discharged from duty, the Employer undertakes to notify the employee in writing, with a copy to the Association, of the reason for such suspension or discharge. The Employer shall endeavour to give such notification at the time of suspension or discharge.
- 29.02 When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him/her, the employee is entitled to have, at his/her request, a representative of the Association attend the meeting. Where practicable, the employee shall receive a minimum of one day's notice of such a meeting.
- 29.03 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.

- 29.04 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 30 – GRIEVANCE PROCEDURE

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- 30.01 Subject to and as provided in Section 62 of the *Parliamentary Employment and Staff Relations Act*, an employee who feels that he/she has been treated unjustly or considers that he/she has been aggrieved by any action or lack of action by the Employer is entitled to present a grievance in the manner prescribed in clause 30.04 except that:
- a) where there is another administrative procedure provided by or under any Act of Parliament to deal with his/her specific complaint, such procedure must be followed,
- and
- b) where the grievance relates to the interpretation or application of this Collective Agreement or an Arbitral Award, he/she is not entitled to present the grievance unless he/she has the approval of and is represented by the Association.
- 30.02 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following levels:
- a) Level 1 – First level of management;
  - b) Level 2 – Senior management in the applicable service area, or his/her authorized representative;
  - c) Final level – Parliamentary Librarian or his/her authorized representative.
- 30.03 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor 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, or otherwise as determined by agreement between the Employer and the Association.
- 30.04 An employee who wishes to present a grievance at a prescribed level in the grievance procedure, shall transmit this grievance to his/her immediate supervisor 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/her.

30.05 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/her 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.

30.06 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.

30.07 An employee may be assisted and/or represented by the Association when presenting a grievance at any level.

30.08 a) Where an employee wishes to present a grievance, the employee shall do so in the manner prescribed in section 30.04 and on the approved form:

(i) where the grievance does not relate to termination of employment, demotion, appointment or classification, at the first level of the grievance process; and

(ii) where the grievance relates to termination of employment, demotion, denial of appointment or classification, at the final level of the grievance process. This shall not infringe the right of an employee to grieve an appointment without notice or competition.

b) A grievance shall be presented by an employee:

(i) when it does not relate to termination of employment, demotion, appointment or classification, not later than the 20<sup>th</sup> working day, and

(ii) when it relates to termination of employment, demotion or classification, not later than the 25<sup>th</sup> working day,

(iii) when it relates to denial of an appointment, or appointment without notice or competition, not later than the 15<sup>th</sup> working day,

after the day on which the employee was notified orally or in writing, or where the employee was not so notified, after the day on which the employee first had knowledge of any action or circumstances giving rise to the grievance.

30.09 An employee may present a grievance, other than a grievance presented under section 30.08 a) (ii), at a level higher than the first level in the grievance process, not later than:

- a) the 10<sup>th</sup> day after the day on which the employee received a reply to the grievance at the preceding lower level; or
- b) where the employee does not receive a reply to the grievance, the 30<sup>th</sup> day after the last day on which the employer was required to reply to the grievance at the preceding lower level.
- 30.10 a) Subject to 30.10b), where a grievance has been presented by an employee at any level in the grievance process in accordance with sections 30.08 and 30.09, the authorized representative of the employer at that level shall serve on the employee a reply to the grievance in writing not later than the 15<sup>th</sup> day after the day on which the grievance was presented at that level.
- b) Where a grievance that relates to classification has been presented in the manner referred to in subsection 30.08 b) (ii), the authorized representative of the employer at the final level shall serve on the employee a reply to the grievance in writing not later than the 30<sup>th</sup> day after the day on which the grievance was presented at that level.
- c) An employee may wish to be assisted or represented by an employee organization in the presentation of a grievance if the employee organization agrees to the request. A copy of the reply of the authorized representative of the employer shall be served on the authorized representative of the employee organization named by the employee at the address given in the statement.
- 30.11 Where an employee has been represented by the Association in the presentation of his/her grievance, the Employer will provide the appropriate representative of the Association with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 30.12 The decision given by the Employer at the Final Level in the grievance procedure shall be final and binding upon the employee unless the grievance is a class of grievance that may be referred to adjudication.
- 30.13 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.
- 30.14 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Association representative.
- 30.15 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels, except the final level, may be eliminated by agreement of the Employer and the employee, and, where applicable, the Association.
- 30.16 An employee may abandon a grievance by written notice to his/her immediate supervisor.

- 30.17 An employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless he/she was unable to comply with the prescribed time limits due to circumstances beyond his/her control.
- 30.18 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his/her grievance or refrain from exercising his/her right to present a grievance as provided in this Collective Agreement.
- 30.19 Where an employee has presented a grievance up to and including the final level in the grievance procedure with respect to:
- a) the interpretation or application in respect of the employee of a provision of a collective agreement or an arbitral award,
  - b) disciplinary action against the employee resulting in suspension or a financial penalty,
  - c) the termination of employment of the employee, other than rejection on probation in respect of an initial appointment,
  - d) demotion of the employee,
  - e) where the employee has been denied an appointment, the employer's evaluation of the skill, fitness and ability of the employee with respect to the employee's qualification for the appointment, or
  - f) subject to subsection 5 (3) of the *Parliamentary Employment and Staff Relations Act*, the employer's classification of the employee.
- and his/her grievance has not been dealt with to his/her satisfaction, he/she may refer the grievance to adjudication in accordance with the provisions of the *Parliamentary Employment and Staff Relations Act*.
- 30.20 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him/her of a provision of a Collective Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the bargaining agent for the bargaining unit to which the Collective Agreement or arbitral award applies signifies:
- a) its approval of the reference of the grievance to adjudication,  
and
  - b) its willingness to represent the employee in the adjudication proceedings.

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**\*\*ARTICLE 31 – HEALTH AND SAFETY**

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- 31.01 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 or intended to prevent or reduce the risk of physical injury in its operations. An employee shall take all reasonable and necessary precautions to ensure his/her own safety and the safety of his/her fellow employees. The working environment and facilities will be maintained in a clean and sanitary condition by the Employer.
- \*\*31.02 Where an employee deems it unsafe for him/her to undertake work alone and the situation presents a clear and definite hazard to life and limb, it shall be his/her responsibility to notify his/her supervisor, or if that is not possible, to summon help as is required. If neither course of actions is possible, and if the situation still presents a clear and definite hazard to life and limb, he/she may refuse to complete the job, pending the elimination or lessening of the hazardous situation. Nevertheless, if the perceived hazard does not present a situation of imminent danger, the complaint shall be referred to the Joint Occupational Health and Safety Committee.
- a) Notwithstanding the above and where it can be shown that the situation did not present a clear and definite hazard to life and limb, the employee may be subject to the appropriate disciplinary measure.
- \*\*31.03 The Employer agrees to discuss the health and safety aspects of equipment with the Joint Occupational Health and Safety Committee wherever Health and Safety problems with regards to its use are raised by the employees concerned.
- \*\*31.04 The parties will maintain the existing Joint Occupational Health and Safety Committee.
- \*\*31.05 Matters referred to the Joint Occupational Health and Safety Committee shall be dealt with in an expeditious and appropriate manner. In the event that complaint is not resolved by the Joint Occupational Health and Safety Committee, employee(s) may avail themselves of the Complaint Resolution Procedure in the Library of Parliament's Occupational Health and Safety Policy or employee(s) may file a grievance that would be expeditiously processed in accordance with Article 30.
- \*\*31.06 The Employer will grant reasonable time off with pay to a CAPE representative to attend meetings of the Joint Occupational Health and Safety Committee, without loss of pay or leave credits.

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**ARTICLE 32 – HEALTH AND WELFARE PLANS**

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- 32.01 Dental Plan:
- a) The Employer undertakes to extend the Dental Plan to the employees in the same manner as it is extended to employees in the Public Service of Canada.
  - b) The Employer undertakes to pay the same share of premium costs as paid by the Treasury Board of Canada in respect of employees of the Public Service of Canada.
- 32.02
- a) Current practices will prevail for the duration of this Agreement, except that any changes in medical, hospital and disability plans, including the premium payable by employees, applicable to the majority of those employed in the Public Service of Canada for whom Treasury Board is the employer, will, during the life of this Agreement, be applicable to the employees under this Agreement.
  - b) An employee who, prior to the signing of this collective agreement, was covered under the terms of the Public Service Management Insurance Plan shall continue to be so covered, and shall be entitled to receive any improvement made in respect to the Public Service Management Insurance Plan during the term of this Agreement, unless he/she wishes to cancel his/her coverage.

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**ARTICLE 33 – JOINT CONSULTATION**

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- 33.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.
- 33.02 Within five (5) days of notification of consultation served by either party, the Association shall notify the Employer in writing of the representatives authorized to act on behalf of the Association for consultation purposes.
- 33.03 Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by the Agreement.
- 33.04 Without prejudice to the position the Employer or the Association may wish to take in future about the desirability of having the subjects dealt with by the provisions of collective agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.

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**ARTICLE 34 – MEMBERSHIP FEES**

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- 34.01 The Employer shall reimburse an employee for his/her payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of his/her position.
- 34.02 Membership dues referred to in Article 9 (Check-Off) of this Collective Agreement are specifically excluded as reimbursable fees under this Article.
- 34.03 Notwithstanding article 34.01, the Employer will continue past practice of paying the annual fees of the law society or other such governing body of a province or territory in order to meet professional requirements determined and established by the Employer.

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**\*\*ARTICLE 35 – AUTHORSHIP**

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- 35.01 The Employer agrees to continue the present practice of ensuring that employees have ready access to all publications considered necessary to their work by the Employer.
- \*\*35.02 The Employer agrees that original articles, professional and technical papers prepared by an employee, within the scope of his/her employment, will be retained on appropriate departmental files for the normal life of such files. At the Employer's discretion, recognition of authorship will be given where practicable in departmental publications.
- 35.03 When an employee acts as a sole or joint author or editor of an original publication his/her authorship or editorship shall normally be shown on the title page of such publication.
- a) The Employer may suggest revisions to material and may withhold approval to publish an employee's publication.
- b) When approval for publication is withheld, the author(s) shall be so informed.
- c) Where the Employer wishes to make changes in material submitted for publication with which the author does not agree, the employee shall not be credited publicly if he/she so requests.
- \*\*35.04 The Employer will not unreasonably withhold permission for the publication of original articles, professional and technical papers in professional media.

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**ARTICLE 36 – USE OF TAXIS**

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- 36.01 An employee, who has not been issued a Library of Parliament parking permit, shall be provided with a taxi fare or reimbursement for the cost of parking on condition that he/she meets one of the following criteria:
- a) on his/her scheduled work day the employee begins or finishes outside the hours when normal mode of public transportation or para-transportation is available;
  - b) he/she works three (3) hours of overtime and leaves work after 20:00 hours;
  - c) his or her scheduled work day ends at 21:00 hours or later.
- 36.02 At its sole discretion, the Employer may waive the above-noted criteria. Such waiver shall be sought by the employee prior to the journey by taxi.
- 36.03 The use of taxi will be subject to prior approval of the Employer and in a case when the taxi fare is paid by the employee, he/she will present a receipt.

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**ARTICLE 37 – TELEWORK**

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- 37.01 At the request of an employee and at the discretion of the Employer, an employee may be allowed to work at home on an occasional basis.

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**ARTICLE 38 – JOB SECURITY**

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- 38.01 The employer shall make every reasonable effort not to lay off employees during the term of this Agreement and to ensure that reductions in the work force are accomplished through attrition. This is subject to the willingness and capacity of individual employees, who would otherwise be laid off, to undergo retraining and accept reassignment.

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**ARTICLE 39 – AGREEMENT RE-OPENER**

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- 39.01 This Agreement may be amended by mutual consent.

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**ARTICLE 40 – BILINGUALISM BONUS**

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- 40.01 The Employer shall pay a differential of eight hundred dollars (\$800) per annum to all employees covered by this agreement who are required by the Employer to work in both official languages.

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**ARTICLE 41 – MATERNITY-RELATED REASSIGNMENT OR LEAVE**

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- 41.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child.

- 41.02 An employee's request under 41.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.
- 41.03 An employee who has made a request under 41.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
- a) modifies her job functions or reassigns her,
  - or
  - b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- 41.04 Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.
- 41.05 Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.
- 41.06 An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks' notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

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#### **ARTICLE 42 – HARASSMENT**

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- 42.01 The Association and the Employer recognize the right of employees to work in an environment free from any form of harassment, including abuse of authority, sexual harassment and personal harassment. The parties agree that harassment will not be tolerated in the workplace.
- 42.02 An employee, who feels he or she has suffered harassment, may seek redress through the confidential complaints procedure of the Library of Parliament Policy on the Prevention and Resolution of Harassment in the Workplace, or, through the filing of a grievance under the provisions of Article 30 of this collective agreement. In the latter instance, the grievance will be referred immediately to the final level of the grievance procedure.



**\*\*ARTICLE 43 – DURATION**

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**\*\*43.01** This Collective Agreement shall expire on December 15, 2018.

**43.02** Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date of the signing of the collective agreement.

For the Association:

\_\_\_\_\_  
Greg Phillips

\_\_\_\_\_  
Claude Poirier

\_\_\_\_\_  
Hélène Paris

\_\_\_\_\_  
Maxime Charron-Tousignant

\_\_\_\_\_  
Holly Porteous

\_\_\_\_\_  
Alex Smith

For the Employer:

\_\_\_\_\_  
Carole Piette

\_\_\_\_\_  
Natalie Quesnel

\_\_\_\_\_  
Lalita Acharya

\_\_\_\_\_  
Marthe Couture

\_\_\_\_\_  
Alexandre Gauthier

\_\_\_\_\_  
Élise Loranger-Hurtubise

SIGNED AT OTTAWA,

This 21<sup>st</sup> day of March 2018.

**\*\*APPENDIX A – RATES OF PAY****PRINCIPAL, ANALYST, RESEARCH ASSISTANT, RESEARCH EDITOR, AND STATISTICAL OFFICER BARGAINING UNIT****BUD 89804**

X:	Effective June 16, 2017 (Restructure)	
A:	Effective June 16, 2017:	1.25%
B:	Effective June 16, 2018:	1.00%

**RESEARCH ASSISTANT**

AJL-01	From:	\$46,901	\$48,980	\$51,053	\$53,127	\$55,283	\$57,373	\$60,183
	X:		\$48,980	\$51,053	\$53,127	\$55,283	\$57,373	\$60,183
	A:		\$49,592	\$51,691	\$53,791	\$55,974	\$58,090	\$60,935
	B:		\$50,088	\$52,208	\$54,329	\$56,534	\$58,671	\$61,545
AWL-01	From:	\$54,536	\$56,951	\$59,357	\$61,766	\$64,275	\$66,701	\$69,970
	X:		\$56,951	\$59,357	\$61,766	\$64,275	\$66,701	\$69,970
	A:		\$57,663	\$60,099	\$62,538	\$65,078	\$67,535	\$70,845
	B:		\$58,240	\$60,700	\$63,163	\$65,729	\$68,210	\$71,553

**ANALYST**

RAN-01	From:	\$61,091	\$64,483	\$67,881	\$71,277	\$74,841	\$78,958
	A:	\$61,855	\$65,289	\$68,730	\$72,168	\$75,777	\$79,945
	B:	\$62,473	\$65,942	\$69,417	\$72,890	\$76,534	\$80,744
RAN-02	From:	\$74,634	\$78,779	\$82,931	\$87,074	\$91,428	\$96,456
	A:	\$75,567	\$79,764	\$83,968	\$88,162	\$92,571	\$97,662
	B:	\$76,323	\$80,561	\$84,807	\$89,044	\$93,497	\$98,638
RAN-03	From:	\$81,374	\$86,158	\$90,950	\$95,734	\$100,519	\$106,047
	A:	\$82,391	\$87,235	\$92,087	\$96,931	\$101,775	\$107,373
	B:	\$83,215	\$88,107	\$93,008	\$97,900	\$102,793	\$108,446

**PRINCIPAL - SALARY PROTECTED**

RPR-01	From:	\$92,353	\$97,780	\$103,213	\$108,648	\$113,754	\$119,897
	A:	\$93,507	\$99,002	\$104,503	\$110,006	\$115,176	\$121,396
	B:	\$94,442	\$99,992	\$105,548	\$111,106	\$116,328	\$122,610

**RESEARCH EDITOR**

RED-01	From:	\$74,634	\$78,779	\$82,931	\$87,074	\$91,428	\$96,456
	A:	\$75,567	\$79,764	\$83,968	\$88,162	\$92,571	\$97,662
	B:	\$76,323	\$80,561	\$84,807	\$89,044	\$93,497	\$98,638

**STATISTICAL OFFICER**

RSO-01	From:	\$66,397	\$68,435	\$70,467	\$72,506	\$75,449	\$79,296
	A:	\$67,227	\$69,290	\$71,348	\$73,412	\$76,392	\$80,287
	B:	\$67,899	\$69,983	\$72,061	\$74,146	\$77,156	\$81,090

**APPENDIX B – LETTER OF UNDERSTANDING**

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**BETWEEN**

**THE LIBRARY OF PARLIAMENT**

**AND**

**CANADIAN ASSOCIATION OF PROFESSIONAL EMPLOYEES**

The employer and the Association agree to extend, for the benefit of employees hired before April 1, 2009, the period within which the volunteer leave provision can be used, to the 28<sup>th</sup> of August 2009 in the 2008-2009 fiscal year. This extension facilitates the granting of volunteer leave which was negotiated between the parties in the Collective Agreement for Analysts and Research Assistants signed on the 18<sup>th</sup> of March 2009.

For the Association

For the Employer

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\_\_\_\_\_

SIGNED AT OTTAWA,

This 3<sup>rd</sup> day of November 2015.