



---

AGREEMENT BETWEEN

THE PARLIAMENTARY PROTECTIVE SERVICE  
AND  
THE UNION OF OFFICERS OF THE PARLIAMENTARY PROTECTIVE  
SERVICE

PROTECTIVE SERVICES BARGAINING UNIT

EXPIRY DATE: MARCH 31, 2023

## UOPPS Collective Agreement

### Table of contents

ARTICLE 1 – PURPOSE OF AGREEMENT .....	8
ARTICLE 2 – DEFINITIONS AND INTERPRETATIONS .....	8
ARTICLE 3 – APPLICATION .....	13
<b>Part-Time Employees</b> .....	13
ARTICLE 4 – JOINT CONSULTATION .....	15
ARTICLE 5 – MANAGERIAL RESPONSIBILITIES .....	16
ARTICLE 6 – RECOGNITION .....	17
ARTICLE 7 – EMPLOYEE REPRESENTATIVES .....	17
<b>Time Off for Representatives</b> .....	17
<b>Collective Bargaining Meetings</b> .....	18
<b>Preparatory Contract Negotiations Meetings</b> .....	18
<b>Meetings Between the Union and Management Not Otherwise Specified in this Article</b> .....	18
<b>Union Meetings and Conventions</b> .....	18
<b>Representatives Training</b> .....	19
<b>7.10 .Access by an Association Representative</b> .....	19
ARTICLE 8 – TECHNOLOGICAL CHANGE .....	19
ARTICLE 9 – CHECK-OFF .....	21
ARTICLE 10 – INFORMATION .....	22
ARTICLE 11 – USE OF EMPLOYER FACILITIES .....	23
11.01 Bulletin Boards .....	23
ARTICLE 12 – LEAVE FOR LABOUR RELATIONS MATTERS, FEDERAL PUBLIC SECTOR LABOUR RELATIONS AND EMPLOYMENT BOARD HEARINGS .....	23
<b>Complaints made to the Federal Public Sector Labour Relations and Employment Board Pursuant to Section 13 of the <i>Parliamentary Employment and Staff Relations Act</i></b> .....	23
<b>Applications for Certification, Representations and Interventions with respect to Applications for Certification</b> .....	24

## **UOPPS Collective Agreement**

---

<b>Employee Called as a Witness .....</b>	<b>24</b>
<b>ARBITRATION BOARD HEARINGS.....</b>	<b>25</b>
<b>Employee Representative .....</b>	<b>25</b>
<b>Employee as a Witness .....</b>	<b>25</b>
<b>ADJUDICATION.....</b>	<b>25</b>
<b>MEETINGS DURING THE GRIEVANCE PROCESS.....</b>	<b>26</b>
<b>Employee Presenting Grievance .....</b>	<b>26</b>
<b>Employee Who Acts as Representative .....</b>	<b>26</b>
<b>Grievance Investigations.....</b>	<b>26</b>
<b>ARTICLE 13 – PRESENT CONDITIONS AND BENEFITS.....</b>	<b>26</b>
<b>ARTICLE 14 – LEAVE – GENERAL.....</b>	<b>27</b>
<b>ARTICLE 15 – VACATION LEAVE.....</b>	<b>28</b>
<b>15.02 Accumulation of Vacation Leave Credits.....</b>	<b>28</b>
<b>15.04 Entitlement to Vacation Leave with Pay.....</b>	<b>29</b>
<b>15.05 Provision for Vacation Leave.....</b>	<b>29</b>
<b>15.06 Replacement of Vacation Leave .....</b>	<b>30</b>
<b>15.07 Carry Over .....</b>	<b>30</b>
<b>15.08 Recall from Vacation Leave .....</b>	<b>31</b>
<b>15.10 Cancellation of Vacation Leave.....</b>	<b>32</b>
<b>15.11 Advance Payments.....</b>	<b>33</b>
<b>15.12 Leave when Employment Terminates .....</b>	<b>33</b>
<b>15.13 Vacation Leave Credits for Severance Pay .....</b>	<b>33</b>
<b>15.14 Recovery on Termination.....</b>	<b>34</b>
<b>15.15 Continuous Employment.....</b>	<b>34</b>
<b>15.16 Service in the Canadian Forces .....</b>	<b>34</b>
<b>15.17 One-time Vacation Leave Credit.....</b>	<b>35</b>

## UOPPS Collective Agreement

---

ARTICLE 16 – DESIGNATED PAID HOLIDAYS .....	36
<b>16.03 Designated paid Holiday Falling on a Day of Rest</b> .....	37
<b>16.05 Compensation for Work on a Paid Holiday</b> .....	37
<b>16.06 Designated holiday coinciding with a day of leave with pay</b> .....	39
ARTICLE 17 – OTHER LEAVE WITH OR WITHOUT PAY .....	40
<b>17.02 Bereavement Leave with Pay</b> .....	40
<b>17.03 Maternity Leave without Pay</b> .....	41
<b>17.04 Maternity Allowance</b> .....	43
<b>17.05 Special Maternity Allowance for Totally Disabled Employees</b> .....	47
<b>17.06 Parental Leave without Pay</b> .....	48
<b>17.07 Parental Allowance</b> .....	50
<b>Option 1 – Standard Parental Allowance</b> .....	53
<b>Option 2 – Extended Parental Allowance</b> .....	57
<b>17.08 Special Parental Allowance for Totally Disabled Employees</b> .....	60
<b>17.09 Leave without Pay for the Care of Family</b> .....	61
<b>17.10 Leave without Pay for Personal Needs</b> .....	62
<b>17.11 Leave with Pay for Family-Related Responsibilities</b> .....	63
<b>17.12 Court Leave with Pay</b> .....	64
<b>17.13 Injury-on-Duty Leave with Pay</b> .....	65
<b>17.14 Personnel Selection Leave</b> .....	66
<b>17.15 Election Leave</b> .....	66
<b>17.16 Other Leave with or without Pay</b> .....	66
<b>17.17 Personal Leave</b> .....	67
ARTICLE 18 – SICK LEAVE .....	68
<b>18.01 Credits</b> .....	68
ARTICLE 19 – SEVERANCE PAY .....	71

## UOPPS Collective Agreement

(a) .... Lay-Off .....	71
(b) .... Death .....	72
(c) .. .Rejection on Probation .....	72
(d) ..... Termination for Incapacity or Incompetence .....	72
19.04 Appointment to another Organization .....	73
ARTICLE 20 – HOURS OF WORK .....	74
20.03 Day Work .....	74
20.06 Shift Work .....	75
20.12 Rest Periods .....	78
GENERAL .....	78
ARTICLE 21 – OVERTIME .....	79
21.01 Assignment of Overtime Work .....	79
21.02 Overtime Compensation .....	79
21.07 Overtime Meal Allowance .....	82
21.12 Transportation Taxi Chits .....	83
ARTICLE 22 – PAY ADMINISTRATION .....	84
22.01 Paid Lunch Hour .....	84
22.06 Acting Pay .....	86
22.09 Pay Increment Administration .....	87
22.10 Pay Increment Periods .....	87
22.11 Pay Increment Date .....	87
22.12 Rate of Pay on Promotion .....	88
22.13 Rate of Pay on Appointment to a Position with a Classification Level Having: .....	88
22.14 Rate of Pay on Demotion .....	89
22.15 Rate of Pay on Reclassification to a Level with a Lower Maximum Rate .....	89
ARTICLE 23 – TRAVELLING TIME .....	90

## UOPPS Collective Agreement

---

ARTICLE 24 – TRAVEL EXPENSES .....	93
<b>24.01 Travel on Business for the Parliamentary Protective Service</b> .....	93
ARTICLE 25 – STANDBY .....	93
<b>No pyramiding of payments</b> .....	94
ARTICLE 26 – SHIFT AND WEEKEND PREMIUMS .....	95
<b>26.01 Shift Premium</b> .....	95
<b>26.02 Weekend premium</b> .....	95
ARTICLE 27 – STATEMENT OF DUTIES AND RESPONSIBILITIES .....	95
ARTICLE 28 – UNIFORM .....	95
ARTICLE 29 – EMPLOYEE EVALUATION AND EMPLOYEE FILES .....	97
ARTICLE 30 – AGREEMENT RE-OPENER .....	99
ARTICLE 31 – HEALTH AND SAFETY .....	99
ARTICLE 32 – HEALTH AND INSURANCE BENEFITS .....	100
ARTICLE 33 – INDEMNITY .....	100
ARTICLE 34 – SUSPENSION AND DISCIPLINE .....	100
ARTICLE 35 – GRIEVANCE PROCEDURE .....	102
ARTICLE 36 – NO DISCRIMINATION .....	107
ARTICLE 37 – PRECEDENCE OF LEGISLATION OVER COLLECTIVE AGREEMENT .....	108
ARTICLE 38 – SENIORITY .....	108
ARTICLE 39 – TRAINING .....	109
ARTICLE 40 – EMPLOYMENT SECURITY .....	110
ARTICLE 41 – TERM EMPLOYMENT .....	111
ARTICLE 42 – DURATION .....	112
APPENDIX A .....	114
RATES OF PAY .....	114
APPENDIX B .....	116

## UOPPS Collective Agreement

---

<b>SELF-FUNDED LEAVE POLICY</b> .....	116
APPENDIX C.....	122
APPENDIX D .....	124
<b>LETTER OF AGREEMENT</b> .....	124
APPENDIX E .....	125
<b>MEMORANDUM OF UNDERSTANDING</b> .....	125
APPENDIX F .....	129
<b>MEMORANDUM OF UNDERSTANDING</b> .....	129
APPENDIX G .....	132
<b>LETTER OF UNDERSTANDING</b> .....	132
<b>RE: THE OPERATIONS SUPPORT CENTRE (OSC)</b> .....	133
APPENDIX H .....	135
ARCHIVED SEVERANCE PROVISIONS FOR THE ELIMINATION OF SEVERANCE PAY FOR VOLUNTARY SEPARATIONS (RESIGNATION AND RETIREMENT) .....	135
SPSEA .....	135
SSEA.....	135
APPENDIX E .....	135
APPENDIX U .....	149
<b>UNIFORM AND APPAREL ENTITLEMENTS</b> .....	149

## **UOPPS Collective Agreement**

---

### **ARTICLE 1 – PURPOSE OF AGREEMENT**

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

### **ARTICLE 2 – DEFINITIONS AND INTERPRETATIONS**

- 2.01 For the purpose of this Agreement:
- (a) “Union” means the Union of Officers of the Parliamentary Protective Service;
  - (b) “Bargaining Unit” means all Parliamentary Protective Service employees working as protection officers, protection supervisors, and protection managers, as described in the certificate issued by the Federal Public Sector Labour Relations and Employment Board in accordance with the provisions of the *Parliamentary Employment and Staff Relations Act* on the 17<sup>th</sup> day of June 2020;



## UOPPS Collective Agreement

---

- (c) a “common law partner” means a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year (conjoint de fait);
- (d) “Compensatory leave” means leave with pay in lieu of cash payment for overtime and travelling time. The duration of such leave will be equal to the overtime/travelling time worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave or when compensatory leave is paid in cash shall be based on the employee’s hourly rate of pay, as calculated from the classification prescribed in the employee’s certificate of appointment on the day immediately prior to the day on which leave is taken;
- (e) “Continuous employment” means continuous service of an employee with the Employer from their latest date of hire with allowable breaks in service as specified in the collective agreement and includes continuous employment with:
  - (i) the Parliamentary Protective Service;
  - (ii) the House of Commons;
  - (iii) the office of a Member of Parliament;
  - (iv) the Senate;
  - (v) the Library of Parliament;
  - (vi) the Office of the Senate Ethics Commissioner;
  - (vii) the Office of the Conflict of Interest and Ethics Commissioner;
  - (viii) a department named in Schedule I, a portion of the federal public administration named in Schedule IV, or a separate agency named in Schedule V of the *Financial Administration Act*; or
  - (ix) the Office of the Parliamentary Budget Officer;
- (f) “Daily rate of pay” means an employee’s weekly rate of pay divided by five (5);

## UOPPS Collective Agreement

---

- (g) "Day of rest" in relation to an employee means a day other than a designated paid holiday on which that employee is not ordinarily required to perform the duties of their position other than by reason of their being on leave;
- (h) "Designated Paid Holiday" means:
  - (i) the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement;
  - (ii) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:
    - a) on the day it commenced where half ( $\frac{1}{2}$ ) or more of the hours worked fall on that day,
    - or
    - b) on the day it terminates where more than half ( $\frac{1}{2}$ ) of the hours worked fall on that day;
- (i) "Double time" means two (2) times the employee's hourly rate of pay;
- (j) "Employee" means a person so defined by the *Parliamentary Employment and Staff Relations Act* who is a member of the bargaining unit;
- (k) "Employer" means the Parliamentary Protective Service as defined in the *Parliamentary Employment and Staff Relations Act*;
- (l) "Full-time employee" means an employee who is expected to work one thousand eight hundred and twenty (1,820) hours in a standard calendar year, inclusive of all

## **UOPPS Collective Agreement**

---

leave the employee is entitled to, and to be present at work during the hours prescribed, unless otherwise authorized;

- (m) "Hourly rate of pay" means a full-time employee's annual rate of pay divided by one thousand eight hundred and twenty-six point sixteen (1,826.16) hours;
- (n) "Immediate family" is defined as:
  - i. spouse (including common-law spouse or same sex partner);
  - ii. children (including foster children, step-children and children of spouse or common-law partner and ward of the employee) and grandchildren;
  - iii. parents (including stepparents or foster parents) of the employees, father-in-law, mother-in-law;
  - iv. brother, sister, step-brother, step-sister;
  - v. grandparents of the employee;
  - vi. any relative permanently residing in the employee's household or with whom the employee permanently resides; and
  - vii. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.
- (o) "Lay-off" means the termination of an employee's employment because of lack of work or because of discontinuance of a function;
- (p) "Leave" means authorized absence from duty by an employee during their regular or normal hours of work;
- (q) "Membership dues" means the dues established pursuant to the constitution of the Union as the dues payable by its members as a consequence of their

## **UOPPS Collective Agreement**

---

membership in the Union, and shall not include any initiation fee, insurance premium or special levy;

- (r) "Overtime" means authorized work performed in excess of an employee's scheduled hours of work;
- (s) "Part-time employee" means an employee whose normal weekly hours of work is on average less than thirty-five (35) hours per week over a period of not more than seventy (70) calendar days;
- (t) "Seniority in the Bargaining Unit" commences as of the date that the employee becomes a member of the Bargaining Unit, or, in the case of employees hired on the same date, from the eligibility list, which is based on order of merit. Where an employee is transferred from within the Parliamentary Protective Service, seniority will begin upon membership in the Bargaining Unit. For clarity, seniority includes uninterrupted service with the Senate and the House of Commons.  
The new seniority list shall be effective September 1<sup>st</sup>, 2022.
- (u) "Straight-time rate" means the hourly rate of pay;
- (v) "Time and one-half" means one and one-half (1 ½ ) times the straight-time rate;
- (w) "Weekly rate of pay" means a full-time employee's annual rate of pay divided by fifty two point one seven six (52.176).

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

## UOPPS Collective Agreement

---

(a) if defined in the *Parliamentary Employment and Staff Relations Act* have the same meaning as given to them in the *Parliamentary Employment and Staff Relations Act*;

and

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

### ARTICLE 3 – APPLICATION

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

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

#### Part-Time Employees

3.03 Employees whose normal scheduled hours of work are on average less than thirty-five (35) hours per week 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 specified at Appendix A for all hours of work performed up to thirty-five (35) hours in a week except when the hours worked by an employee are averaged less than thirty-five (35) hours per week over a period of not more than seventy (70) calendar days;

(b) leave will only be provided:

## **UOPPS Collective Agreement**

---

- (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 Agreement apply only in a week when the employee has worked a minimum of thirty-five (35) hours in the week;
- (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) a part-time employee shall not earn vacation leave credits, but shall, for each month in which the employee receives pay for at least seventy (70) hours, be paid a premium of six (6%) per cent for all straight time hours worked;
- (f) 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 16.01 of this Agreement, the employee shall be compensated time and one-half (1 1/2) the hourly rate of pay for all hours worked on the holiday;
- (g) notwithstanding the provisions of Article 19 (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 a full-time employee. For such an employee who, on the date of the termination of their employment is a part-time employee, the weekly rate of pay referred to in Article 22 shall be the

## **UOPPS Collective Agreement**

---

weekly rate of pay that the employee is being paid on termination, adjusted to the full-time weekly rate.

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

### **ARTICLE 4 – JOINT CONSULTATION**

- 4.01 The Parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions on matters of common interest.
- 4.02 Within five (5) working days of notification of consultation served by either party, the Union shall notify the Employer in writing of the representative authorized to act on behalf of the Union for consultation purposes.
- 4.03 The subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the Parties.
- 4.04 The Consultation Committee shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.
- 4.05 Employees forming the membership of the Consultation Committee shall be protected against any loss of normal pay by reason of attendance at such meetings with management.

## **UOPPS Collective Agreement**

---

4.06 The Consultation Committee is prohibited from agreeing to items, which would alter any provision of this Agreement. However, the committee may make recommendations in this regard to the Parties, which may follow or not these recommendations, in accordance with Article 30.

4.07

- (a) The Employer shall provide the Union with a copy of any policies that affect members of the bargaining unit. The Employer will consult with the Union when new policies are developed or existing policies are amended which affect members of the bargaining unit.
- (b) Consultation meeting(s) shall be held at mutually satisfactory time(s) and shall normally take place on the Employer's premises during working hours.
- (c) Employees who represent the Union shall attend consultation meetings and shall be protected against any loss of normal pay by reason of attendance at such meetings with management.

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

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



## **UOPPS Collective Agreement**

---

### **ARTICLE 6 – RECOGNITION**

- 6.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the Federal Public Sector Labour Relations and Employment Board on June 17, 2020.

### **ARTICLE 7 – EMPLOYEE REPRESENTATIVES**

- 7.01 The Employer acknowledges the right of the Union to appoint representatives from amongst the members of the bargaining unit.
- 7.02 The Union shall determine the area of jurisdiction of each representative, having regard to the plan of organization and the distribution of its members.
- 7.03 The Union shall inform the Employer promptly and in writing of the names of its Representatives, their jurisdiction, and of any subsequent changes.

#### **Time Off for Representatives**

- 7.04 Operational requirements permitting, the Employer shall grant time off with pay to an employee to enable the employee to carry out their functions as a Representative on the Employer's premises. When the discharge of these functions requires an employee who is a Representative to leave their normal place of work, the employee shall report their return to their supervisor whenever practicable.

## **UOPPS Collective Agreement**

---

### **Collective Bargaining Meetings**

- 7.05 The Employer will grant leave with pay to six (6) members for the purpose of attending contract negotiations meetings on behalf of the Union. During such leave, the Employer will maintain the regular salary of such employee(s).

### **Preparatory Contract Negotiations Meetings**

- 7.06 Where operational requirements permit, the Employer will grant leave with pay to a maximum of six (6) employees for the purpose of attending preparatory contract negotiations meetings. The Union agrees to reimburse the Employer an amount equivalent to the daily rate of pay of each employee who is granted leave under this clause, plus salary related benefits costs in the amount of twenty percent (20%) for each day the employee is granted leave under this clause.

### **Meetings Between the Union and Management Not Otherwise Specified in this Article**

- 7.07 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 Union.

### **Union Meetings and Conventions**

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

## **UOPPS Collective Agreement**

---

### **Representatives Training**

- 7.09 Where operational requirements permit, the Employer will grant leave without pay to employees appointed as Representatives by the Union to undertake training sponsored by the Union related to the duties of a Representative. During such leave, the Employer will maintain the regular salary of such employee(s). The Union will reimburse the Employer for salary recovery upon presentation of an invoice to the Union stating amounts for each employee involved.

#### **7.10 Access by an Association Representative**

Representatives who are not employees shall be allowed access to the Employer's premises to represent employees at administrative, grievance and discipline hearings or other meetings called by management.

- 7.11 The Union shall provide the Employer with a list of such Union representatives and shall advise promptly of any changes to the list.
- 7.12 The Employer shall, where practicable, make available a suitable area where an employee may discuss a complaint of an urgent nature with a Union Representative.

### **ARTICLE 8 – TECHNOLOGICAL CHANGE**

- 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 seek ways and means of minimizing adverse effects on employees, which might result from such changes.

## **UOPPS Collective Agreement**

---

- 8.02 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and twenty (120) calendar days written notice to the Union of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.
- 8.03 The written notice provided for in clause 8.02 will provide the following information:
- (a) the nature and degree of technological change;
  - (b) the date upon which the Employer plans to effect the technological change;
  - (c) the approximate number, type and locations of employees likely to be affected by the change;
  - (d) all other pertinent data relating to the anticipated effects on employees.
- 8.04 As soon as reasonably practicable after notice is given under clause 8.02, the Employer shall consult with the Union concerning the effects of the technological change referred to in clause 8.02.
- 8.05 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of their substantive position, the Employer will provide the necessary training during the employee's working hours and at no cost to the employee.

## UOPPS Collective Agreement

---

### ARTICLE 9 – CHECK-OFF

- 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 obligated to make such deduction from subsequent salary.
- 9.02 An employee who satisfies the Union and the Employer to the extent that the employee declares in an affidavit that they are a member of a religious organization registered pursuant to the *Income Tax Act*, whose doctrine prevents the employee as a matter of conscience from making financial contributions to an employee organization and that the employee 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.
- 9.03 The Union shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 9.04 For the purpose of applying clauses 9.01 and 9.03, 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.
- 9.05 No Employee Organization, as defined in Part I, Article 3 of the *Parliamentary Employment and Staff Relations Act*, other than the Union shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the Bargaining Unit.

## **UOPPS Collective Agreement**

---

- 9.06 The amounts deducted in accordance with clauses 9.01 and 9.03 shall be remitted to the Treasurer of the Union by cheque within a reasonable period of time not to exceed two (2) months after deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on their behalf.
- 9.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

### **ARTICLE 10 – INFORMATION**

- 10.01 The Employer agrees to supply the Union on a quarterly basis with a list of all employees in the Bargaining Unit. The list referred to herein shall include the name and classification of each employee and shall be provided within one month following the termination of each period. The Employer also agrees to add to the above list the date of appointment for new employees.
- 10.02 The Employer agrees to make a copy of the signed Collective Agreement and any amendments thereto available electronically one (1) month after it has been deemed finalized by both parties.
- 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.

## **UOPPS Collective Agreement**

---

### **ARTICLE 11 – USE OF EMPLOYER FACILITIES**

#### **11.01 Bulletin Boards**

Reasonable space on bulletin boards will be made available to the Union for the posting of official notices, in convenient locations determined by the Employer and the Union. Notices or other material shall require the prior approval of the Employer, except notices relating to the business affairs of the Union and social or recreational events. The Employer shall have the right to refuse the posting of any information which the Employer considers adverse to the Employer's interests or to the interests of any of the Employer's representatives.

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

### **ARTICLE 12 – LEAVE FOR LABOUR RELATIONS MATTERS, FEDERAL PUBLIC SECTOR LABOUR RELATIONS AND EMPLOYMENT BOARD HEARINGS**

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

12.01 The Employer will grant leave with pay:

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

## **UOPPS Collective Agreement**

---

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

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

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

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

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

### **Employee Called as a Witness**

12.03 The Employer will grant leave with pay:

- (a) to an employee called as a witness by the Federal Public Sector Labour Relations and Employment Board,  

and
- (b) where operational requirements permit, to an employee called as a witness by an employee or the Union.



## **UOPPS Collective Agreement**

---

### **ARBITRATION BOARD HEARINGS**

#### **Employee Representative**

12.04 Where operational requirements permit, the Employer will grant leave with pay to two (2) employees representing the Union before an Arbitration Board.

#### **Employee as a Witness**

12.05 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board and, where operational requirements permit, leave with pay to an employee called as a witness by the Union.

### **ADJUDICATION**

12.06 Where operational requirements permit, the Employer will grant leave with pay to an employee who is:

- (a) a party to the adjudication,
- (b) the designated representative of an employee who is party to an adjudication,
- and
- (c) a witness called by an employee who is a party to an adjudication.

## **UOPPS Collective Agreement**

---

### **MEETINGS DURING THE GRIEVANCE PROCESS**

#### **Employee Presenting Grievance**

12.07 Where operational requirements permit, the Employer will grant time off with pay to an employee who presents a grievance.

#### **Employee Who Acts as Representative**

12.08 Where a designated representative wishes to represent at a meeting with the Employer, an employee who has presented a grievance, the Employer will, where operational requirements permit, grant time off with pay to the designated representative.

#### **Grievance Investigations**

12.09 Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and an employee acting on behalf of the Union wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where operational requirements permit, be given reasonable time off with pay for this purpose.

### **ARTICLE 13 – PRESENT CONDITIONS AND BENEFITS**

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

## **UOPPS Collective Agreement**

---

- 13.02 Subject to operational requirements, any significant change affecting working conditions or conditions of employment shall be communicated to employees in writing at least thirty (30) calendar days prior to the introduction of the change.
- 13.03 Within five (5) working days of notification of consultation served by either party, each party shall notify the other in writing of the representative authorized to act on their behalf for consultation purposes.

### **ARTICLE 14 – LEAVE – GENERAL**

- 14.01 The amount of earned but unused leave with pay credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.
- 14.02 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.
- 14.03 An Employee is not entitled to leave with pay during periods the employee is on leave without pay, on educational leave or under suspension.
- 14.04 When the employment of an employee who has been granted more vacation or sick leave with pay than the employee has earned is terminated by death or lay off, the employee is considered to have earned the amount of leave with pay granted to the employee.
- 14.05 When leave is granted, it shall be considered to be granted in 15 minutes increments with the time debited for each complete day of leave being the same as the time the employee did not work because of the employee being on leave.

## **UOPPS Collective Agreement**

---

### **ARTICLE 15 – VACATION LEAVE**

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

TRANSITIONAL NOTE: The Employer will implement clause 15.01 effective January 1, 2024 for former SPSEA members. This will result in a change in the vacation year for former SPSEA members from fiscal year (April 1<sup>st</sup> to March 31<sup>st</sup>) to calendar year (January 1<sup>st</sup> to December 31<sup>st</sup>). Effective April 1, 2023, former SPSEA members will accrue vacation for a period of nine (9) months and will have the option to advance those vacation credits as provided for in clause 15.04.

#### **15.02 Accumulation of Vacation Leave Credits**

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

- (a) (i) Eleven point six hundred and sixty seven (11.667) hours per month when employees have less than fifteen (15) years of continuous employment.
- (ii) Fourteen point five hundred and eighty three (14.583) hours per month when employees have more than fifteen (15) years of continuous employment.
- (iii) Seventeen point five (17.5) hours per month when employees have more than twenty-eight (28) years of continuous employment.

15.03 For the purpose of clause 15.02 only, all employment within the employers listed in clause 2 (e), whether continuous or discontinuous, shall count toward vacation leave.

## **UOPPS Collective Agreement**

---

### **15.04 Entitlement to Vacation Leave with Pay**

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

### **15.05 Provision for Vacation Leave**

- (a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- (b) In order to maintain operational requirements, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:
  - (i) to provide an employee's vacation leave in an amount and at such time as the employee may request;
  - (ii) not to recall an employee to duty after the employee has proceeded on vacation.
- (c) The Employer will grant vacation leave for each rank in accordance with member's seniority.
- (d) The Employer will designate work units within which vacation leave will be granted for employees who work within a work unit in accordance with (c).
- (e) The Employer agrees before each vacation period to establish the vacation schedule, that a consultation be held with the union representatives to determine the number of officers who are entitled to vacation at the same time.

## **UOPPS Collective Agreement**

---

### **15.06 Replacement of Vacation Leave**

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

(a) is granted bereavement leave,

or

(b) is granted sick leave on production of a medical certificate,

or

(c) is granted leave with pay because of illness in the immediate family,

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

### **15.07 Carry Over**

(a) Where in any vacation year an employee has not been granted all the vacation leave credited to the employee, the unused portion of the employee's vacation leave shall be carried over into the following vacation year. Leave credits carried over shall not normally exceed the equivalent of the employee's entitlement for one (1) year.

## **UOPPS Collective Agreement**

---

### **(b) Liquidation**

In order to minimize the amount of vacation leave credits to be carried over when the employee's bank contains more than the equivalent of one (1) year's entitlement of earned but unused vacation leave credits, the employer reserves the right to:

- (i) schedule the employee's vacation; or
  - (ii) pay to the employee the credits at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on December 31<sup>st</sup> of the previous year.
- (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 fifteen (15) days may be paid at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on December 31<sup>st</sup>.

### **15.08 Recall from Vacation Leave**

Subject to operational requirements, the Employer will make every reasonable effort to avoid the recall of employees from vacation leave.

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

## **UOPPS Collective Agreement**

---

(a) in proceeding to the employee's place of duty,

and

(b) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled,

after submitting such accounts as are normally required by the Employer, the Employer shall reimburse the employee within thirty (30) working days of such submission.

15.09 The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 15.08 to be reimbursed for reasonable expenses incurred by the employee.

### **15.10 Cancellation of Vacation Leave**

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



## **UOPPS Collective Agreement**

---

### **15.11 Advance Payments**

The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, providing a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay before the employee's vacation period commences, and providing the employee has been authorized to proceed on vacation leave for the period concerned. Pay in advance of going on vacation shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent payment to a maximum amount of fifty (\$50.00) dollars per payment unless an understanding to the contrary is agreed to between the Employer and employee.

### **15.12 Leave when Employment Terminates**

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

### **15.13 Vacation Leave Credits for Severance Pay**

Where the employee requests, the Employer shall grant the employee their unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first year of continuous employment in the case of lay-off.

## **UOPPS Collective Agreement**

---

### **15.14 Recovery on Termination**

In the event of the termination of employment for reasons other than death, lay-off or work related disability (as defined by the Workplace Safety and Insurance Board) the Employer shall recover from any monies owed the employee, an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the rate of pay applicable to the employee's classification on the date of termination.

### **15.15 Continuous Employment**

- (a) Subject to clause 2.01 (e) and for the purpose of clause 15.02 only, all continuous employment shall count toward vacation leave except where a person who, on leaving the Parliamentary Protective Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Parliamentary Protective Service within one (1) year following the date of lay-off.
- (b) Notwithstanding paragraph 15.15 (a) above, no employee shall have their currently recognized years of employment reduced by the implementation of this Article.

### **15.16 Service in the Canadian Forces**

Effective January 1, 2013, 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.

## **UOPPS Collective Agreement**

---

### **15.17 One-time Vacation Leave Credit**

- (a) Employees with less than two (2) years of continuous employment and all new employees shall be credited a one-time entitlement of thirty-five (35) hours of vacation leave with pay upon reaching two (2) years of continuous service with the Parliamentary Protective Service. For clarity, employees shall be credited the leave described in 15.17 (a) only once in their total period of employment with the Parliament of Canada and the public service whether continuous or discontinuous.

#### **(b) Transitional Provisions**

Employees of the bargaining unit transferred to PPS on June 23, 2015 who at that time had more than two (2) years of continuous Senate or House of Commons employment and who have been credited the one-time entitlement of thirty-five (35) hours of vacation leave with pay, will not receive an additional entitlement under this clause.

Employees of the bargaining unit transferred to the PPS on June 23, 2015, who at that time had not received the one-time entitlement, shall be so credited upon reaching two (2) years of combined continuous service within the Senate or House of Commons and the Parliamentary Protective Service.

- (c) The vacation leave credits provided in clauses 15.17 (a) and (b) above shall be excluded from the carryover of vacation leave provisions stipulated in paragraph 15.07.

Notwithstanding clause 15.17, where an employee who was previously employed by the House of Commons or the Senate has been credited the one-time vacation

## **UOPPS Collective Agreement**

---

leave entitlement of thirty-five (35) hours, the employee shall have no further entitlement under clause 15.17.

### **ARTICLE 16 – DESIGNATED PAID HOLIDAYS**

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

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday;
- (e) The day recognized by the Province of Quebec for the celebration of St. John the Baptist Day;
- (f) Canada Day;
- (g) First Monday of August;
- (h) Labour Day;
- (i) National Day for Truth and Reconciliation;
- (j) Thanksgiving Day;
- (k) Remembrance Day;
- (l) Christmas Day;
- (m) Boxing Day;
- (n) One (1) additional day when proclaimed by an Act of Parliament as a national holiday.

16.02 An employee absent without pay on both their full working day immediately preceding and their full working day immediately following a designated paid holiday, is not entitled to pay for the holiday, except in the case of an employee

## **UOPPS Collective Agreement**

---

who is granted leave without pay under the provisions of Article 12 (Leave for Labour Relations Matters).

### **16.03 Designated paid Holiday Falling on a Day of Rest**

- (a) When a day designated as a paid holiday under clause 16.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day following the employee's day of rest.
- (b) Notwithstanding the foregoing, if the day to which the holiday has been moved is also a sitting day of the House or Senate, the Employer may move the holiday to the first scheduled working day prior to the holiday.

16.04 When a day designated as a paid holiday for an employee is moved to another day under provisions of clause 16.03,

- (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.

### **16.05 Compensation for Work on a Paid Holiday**

When an employee works on a holiday, the employee shall receive the following compensation:

- (a) one and one-half (1 ½) times the straight-time hourly rate for the first shift worked by the employee on the holiday, and at the rate of double (2) time

## **UOPPS Collective Agreement**

---

thereafter, in addition to the pay that the employee would have been granted had the employee not worked on the holiday,

- (b) double (2) time the straight-time hourly rate for all hours worked by the employee on the holiday when the holiday is not within the employee's shift and is moved to a day of rest on which the employee also worked and for which the employee received additional compensation in accordance with clause 21.02,

or

- (c) on request, and with the consent of the Employer, the employee may be granted:

- (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday.

and

- (ii) pay at one and one-half (1 ½) times the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work,

and

- (iii) pay at two (2) times the straight-time rate of pay for all hours worked by the employee on the holiday in excess of the regular daily scheduled hours of work.

## **UOPPS Collective Agreement**

---

- (d) (i) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.
  - (ii) When in a calendar year an employee has not been granted all of their lieu days as requested by the employee, at the employee's option, such lieu days shall be paid off at the employee's straight-time rate of pay or carried over for one year. In all other cases unused lieu days shall be paid off at the employee's straight-time rate of pay.
  - (iii) the straight-time rate of pay referred to in 16.05(d)(ii) shall be the rate in effect when the lieu day was earned.
- (e) Notwithstanding clauses 16.06 and 18.02, an employee who is scheduled to work on a designated paid holiday but is unable to report to work because of illness [or family related leave], will be deemed to have used the said Designated Paid Holiday.

### **16.06 Designated holiday coinciding with a day of leave with pay**

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

16.07 A paid holiday has a maximum compensated duration of seven (7) hours.

## **UOPPS Collective Agreement**

---

### **ARTICLE 17 – OTHER LEAVE WITH OR WITHOUT PAY**

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

#### **17.02 Bereavement Leave with Pay**

It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in this Article.

- (a) When a member of the employee's immediate family, as defined in article 2 (n), dies, an employee:
  - (i) shall be entitled to a bereavement period of five (5) consecutive working days which does not extend beyond the day following the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for that employee.
  - (ii) 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.



## **UOPPS Collective Agreement**

---

- (c) An employee is entitled to up to one (1) day's bereavement leave with pay for the purpose related to the death of their son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (d) If, during a period of compensatory leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave with pay under paragraphs (a), (b) or (c) of this clause, the employee shall be granted bereavement leave with pay and the employee's compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

### **17.03 Maternity Leave without Pay**

- (A) (1) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
  - (a) Notwithstanding sub-clause 17.03 (A) (1):
    - (i) where the employee has not yet proceeded on maternity leave without pay and their new-born child is hospitalized, or
    - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which their new-born child is hospitalized,

## **UOPPS Collective Agreement**

---

the period of maternity leave without pay defined in sub-clause 17.03 (A) (1) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.

- (b) The extension described in sub-clause 17.03 (A) (1) (a) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (2) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (3) An employee who has not commenced maternity leave without pay may elect to:
  - (a) use earned vacation and compensatory leave credits up to and beyond the date that their pregnancy terminates;
  - (b) use their sick leave credits up to and beyond the date that their pregnancy terminates, subject to the provisions set out in Article 18 (Sick Leave with Pay). For purposes of this sub-clause, the terms 'illness' or 'injury' used in Article 18 (Sick Leave with Pay) shall include medical disability related to pregnancy.
- (B) An employee shall inform the Employer in writing of their plans for taking leave with and without pay to cover their absence from work due to the pregnancy at least six (6) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur, unless because of an urgent or unforeseeable circumstance such notice cannot be given.

## **UOPPS Collective Agreement**

---

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

### **17.04 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 sub-clause 17.04 (C), provided that the employee:
- (1) has completed six (6) months of continuous employment before the commencement of their maternity leave without pay;
  - (2) provides the Employer with proof that the employee has applied for and is in receipt of maternity benefits under the Employment Insurance or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer; and
  - (3) has signed an agreement with the Employer stating that:
    - (a) the employee will return to work on the expiry date of their maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
    - (b) following their return to work, as described in clause (a), the employee will work for a period equal to the period the employee was in receipt of the maternity allowance;

## UOPPS Collective Agreement

---

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

(allowance received) X (remaining period to be worked following their 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 Parliamentary Protective Service within a period of ninety (90) days or less is not indebted for the amount if their new period of employment is sufficient to meet the obligations specified in paragraph (b).

- (B) For the purpose of sub-clauses 17.04 (A) (3) (b), and (c) periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in clause (A) (3) (b), without activating the recovery provisions described in clause (A) (3) (c).
- (C) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:

## **UOPPS Collective Agreement**

---

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

and

(b) for each week in respect of which the employee receives maternity benefits under the Employment Insurance or the Quebec Parental Insurance Plan, the difference between the gross weekly amount of the maternity benefits the employee is eligible to receive and ninety-three per cent (93%) of their weekly rate of pay, less any other monies earned during this period which may result in a decrease in the maternity benefits to which the employee would have been eligible if no extra monies had been earned during this period.

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

(2) At the employee's request, the payment referred to in subparagraph 17.04 (C) (1) (a) will be estimated and advanced to the employee. Adjustments shall be made once the employee provides proof of receipt of Employment Insurance or Quebec Parental Insurance Plan Maternity benefits.

## UOPPS Collective Agreement

---

- (3) The maternity allowance to which an employee is entitled is limited to that provided in clause 17.04 (C) (1), and an employee will not be reimbursed for any amount that the employee may be required to repay pursuant to the *Employment Insurance Act*, or the *Parental Insurance Act* in Quebec.
- (4) The weekly rate of pay referred to in sub-clause 17.04 (C) (1) shall be:
- (a) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
  - (b) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in sub-clause 17.04 (C) (4) (a) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- (5) The weekly rate of pay referred to in sub-clause 17.04 (C) (4) shall be the rate to which the employee is entitled for their substantive level to which the employee is appointed.
- (6) Notwithstanding sub-clause 17.04 (C) (5), and subject to subclause 17.04 (C) (4) (b), if on the day immediately preceding the commencement of maternity leave without pay, an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.

## **UOPPS Collective Agreement**

---

- (7) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (8) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

### **17.05 Special Maternity Allowance for Totally Disabled Employees**

(A) An employee who:

- (1) fails to satisfy the eligibility requirement specified in sub-clause 17.04 (A) (2) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance Pregnancy or Quebec Parental Insurance maternity benefits; and
- (2) has satisfied all of the other eligibility criteria specified in subclause 17.04 (A), other than those specified in sub-clauses 17.04 (A) (3) (a) and 17.04 (A)(3) (b);

shall be paid, in respect of each week of maternity allowance not received for the reason described in clause 17.05 (A) (1 ), the difference between ninety-three per cent (93%) of their weekly rate of pay and the gross amount of their weekly disability benefit under the DI Plan, the LTD Plan, the PSMIP plan or via the *Government Employees Compensation Act*.

## **UOPPS Collective Agreement**

---

- (B) An employee will be paid an allowance under this clause and under clause 17.04 for a combined period of no more than the number of weeks during which the employee would have been eligible for maternity benefits under the Employment Insurance or the Quebec Parental Insurance Plan had the employee not been disqualified from Employment Insurance or Quebec Parental Insurance maternity benefits for the reasons described in sub-clause 17.05 (A) (1).

### **17.06 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 either:

- i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option)

or

- ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),

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 either:



## **UOPPS Collective Agreement**

---

- i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option)

or

- ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),

beginning on the day on which the child comes into the employee's care.

- (C) Notwithstanding paragraphs (A) and (B) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (A) and (B) above may be taken in two (2) periods.

- (D) Notwithstanding paragraphs (A) and (B):

- (1) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay; or
- (2) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which the employee's child is hospitalized;

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

## **UOPPS Collective Agreement**

---

- (E) An employee who intends to request parental leave without pay shall notify the Employer at least six (6) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given.
- (F) The Employer may:
- (1) defer the commencement of parental leave without pay at the request of the employee;
  - (2) grant the employee parental leave without pay with less than six (6) weeks' notice;
  - (3) require an employee to submit a birth certificate or proof of adoption of the child.
- (G) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

### **17.07 Parental Allowance**

Under the Employment Insurance (EI) benefits plan, parental allowance is payable under two (2) options, either:

- Option 1: standard parental benefits, 17.07 (C) paragraphs (1) to (9);  
or
- Option 2: extended parental benefits, 17.07 (C) paragraphs (10) to (18).

Once an employee elects the standard or extended parental benefits and the

## **UOPPS Collective Agreement**

---

weekly benefit top-up allowance is set, the decision is irrevocable and shall not be changed should the employee return to work at an earlier date than that originally scheduled.

Under the Quebec Parental Insurance Plan (QPIP), parental allowance is payable only under Option 1: standard parental benefits.

### **Parental Allowance**

(A) An employee who has been granted parental leave without pay shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clause 17.07 (C) (1) to (9) or 17.07 (C) (10) to (18) below, providing the employee:

- (1) has completed six (6) months of continuous employment before the commencement of parental leave without pay;
- (2) provides the Employer with proof that the employee has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance Plan or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer;

and

- (3) has signed an agreement with the Employer stating that:
  - (a) the employee will return to work on the expiry date of their parental leave without pay, unless the return to work date is modified by the approval of another form of leave;

## UOPPS Collective Agreement

---

- (b) following the employee's return to work, as described in paragraph (a), the employee will work for a period equal to the period the employee was in receipt of the standard parental allowance, in addition to the period of time referred to in paragraph 17.04 (A) (3) (b), if applicable. Where the employee has elected the extended parental allowance, following their return to work, as described in section (a), the employee will work for a period equal to sixty percent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 17.04 (A) (3) (b), if applicable;
- (c) should the employee fail to return to work in accordance with paragraph (a), or should the employee return to work but fail to work the total period specified in paragraph (b), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in paragraph (b), or having become disabled as defined in the *Public Service Superannuation Act*, the employee will be indebted to the Employer for an amount determined as follows:
- (allowance received) X (remaining period to be worked as specified in (b) following their return to work)
- 
- [total period to be worked as specified in (b)]

## **UOPPS Collective Agreement**

---

however, an employee whose specified period of employment expired and who is rehired by the Parliamentary Protective Service within a period of ninety (90) days or less is not indebted for the amount if the employee's new period of employment is sufficient to meet the obligations specified in paragraph (b).

- (B) For the purpose of sub-paragraphs 17.07 (A) (3) (b) and (c), periods of leave with pay will count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but will interrupt the period referred to in subparagraph 17.07 (A) (3) (b), without activating the recovery provisions described in sub-paragraph 17.07 (A) (3) (c).

### **Option 1 – Standard Parental Allowance**

- (C) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (1) (a) where an employee on parental leave without pay as described in sub-paragraphs 17.06(A)(i) or (B)(i), has elected to receive Standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three percent (93%) of the employee's weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
- (b) other than as provided in sub-paragraph 17.07 (C) (1) (c), for each week in respect of which the employee receives parental, paternity or adoption benefits under the Employment Insurance or the Quebec Parental Insurance Plan, the difference between the gross weekly amount of the parental, paternity or adoption benefits the employee is eligible to receive and

## **UOPPS Collective Agreement**

---

ninety-three percent (93%) of the employee's weekly rate of pay less any other monies earned during this period which may result in a decrease in the parental, paternity or adoption benefits to which the employee would have been eligible if no extra monies had been earned during this period;

- (c) where an employee has received the full eighteen (18) weeks of maternity benefits and the full thirty-two (32) weeks of parental benefits or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity under the Quebec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, at ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period.
- (d) where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Quebec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period;
- (e) where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance Plan and thereafter remains on parental leave without pay, the employee is eligible to receive a further parental allowance for a period of one (1) week at ninety-three per cent (93%) of their weekly rate of pay for that week, less any other monies earned

## UOPPS Collective Agreement

---

during this period, unless said employee has already received the one (1) week of allowance contained in 17.04 (C) (1) (c) for the same child;

- (f) where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay for that week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 17.04 (C)(1)(c) and 17.07(C)(1)(e) for the same child.

- (2) At the employee's request, the payment referred to in sub-paragraph 17.07 (C) (1) (a) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance parental benefits or the Quebec Parental Insurance Plan.
- (3) The parental allowance to which an employee is entitled is limited to that provided in paragraph 17.07 (C) (1) and an employee will not be reimbursed for any amount that the employee is required to repay pursuant to the *Employment Insurance Act* or the *Act Respecting Parental Insurance in Quebec*.
- (4) The weekly rate of pay referred to in sub-paragraph 17.07 (C) (1) shall be:
  - (a) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;

## **UOPPS Collective Agreement**

---

- (b) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in sub-paragraph 17.07 (C) (4) (a) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- (5) The weekly rate of pay referred to in paragraph 17.07 (C) (4) shall be the rate to which the employee is entitled for the substantive level to which the employee is appointed.
- (6) Notwithstanding paragraph 17.07 (C) (5), and subject to subparagraph 17.07 (C) (4) (b), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (7) Where an employee becomes eligible for a pay increment or pay revision while in receipt of a parental allowance, the allowance shall be adjusted accordingly
- (8) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (9) The maximum combined, shared, maternity and standard parental allowances payable shall not exceed fifty-seven (57) weeks for each combined maternity and parental leave without pay.



## UOPPS Collective Agreement

---

### Option 2 – Extended Parental Allowance

- (10) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee on parental leave without pay as described in 17.06(A)(ii) or (B)(ii), has elected to receive Extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay for the waiting period, less any other monies earned during this period;
  - (ii) for each week the employee receives parental benefits under the *Employment Insurance Act*, they are eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of their weekly rate and the parental benefits, less any other monies earned during this period which may result in a decrease in their parental benefits to which the employee would have been eligible if no extra monies had been earned during this period;
  - (iii) where an employee has received the full sixty-one (61) weeks of parental benefits under the *Employment Insurance Act* and thereafter remains on parental leave without pay, the employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay for that week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 17.04(C)(1)(c) for the same child;

## **UOPPS Collective Agreement**

---

- (iv) where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay for that week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 17.04(C)(1)(c) for the same child.
- (11) At the employee's request, the payment referred to in subparagraph 17.07(C)(10)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- (12) The parental allowance to which an employee is entitled is limited to that provided in paragraph (10) and an employee will not be reimbursed for any amount that they are required to repay pursuant to the *Employment Insurance Act*.
- (13) The weekly rate of pay referred to in paragraph (10) shall be:
- i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of 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 parental leave without pay,

## **UOPPS Collective Agreement**

---

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.

- (14) The weekly rate of pay referred to in paragraph (13) shall be the rate to which the employee is entitled for the substantive level to which the employee is appointed.
- (15) Notwithstanding paragraph (14), and subject to subparagraph (13)(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.
- (16) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (17) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (18) The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

## UOPPS Collective Agreement

---

### 17.08 Special Parental Allowance for Totally Disabled Employees

(A) An employee who:

- (1) fails to satisfy the eligibility requirement specified in subparagraph 17.07 (A) (2) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving parental benefits under the Employment Insurance or the Quebec Parental Insurance Plan; and
- (2) has satisfied all of the other eligibility criteria specified in paragraph 17.07 (A), other than those specified in sub-paragraphs 17.07 (A) (3) (a) and (b);

shall be paid, in respect of each week of benefits under the parental allowance not received for the reasons described in sub-clause 17.08 (A) (1), the difference between ninety-three percent (93%) of the employee's rate of pay and the gross amount of the employee's weekly disability benefit under the DI Plan, the LTD Plan, the PSMIP, or via the *Government Employees Compensation Act*.

(B) An employee shall be paid an allowance under this clause and under clause 17.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Quebec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Quebec Parental Insurance Plan benefits for the reasons described in sub-paragraph 17.08 (A) (1).

## **UOPPS Collective Agreement**

---

### **17.09 Leave without Pay for the Care of Family**

- (a) For the purpose of this clause, the definition of "Immediate family" contained in article 2 shall also include any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.
- (b) Subject to operational requirements, an employee shall be granted leave without pay for the care and nurturing of a family member in accordance with the following conditions:
  - (i) an employee shall notify the Employer in writing six (6) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
  - (ii) leave granted under this clause shall be for a minimum period of six (6) weeks;
  - (iii) the total leave granted under this clause should not exceed five (5) years during an employee's total period of employment in the Parliamentary Protective Service;
  - (iv) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave;
  - (v) time spent on such leave shall not be counted for pay increment purposes.

## **UOPPS Collective Agreement**

---

### **17.10 Leave without Pay for Personal Needs**

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

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

## **UOPPS Collective Agreement**

---

### **17.11 Leave with Pay for Family-Related Responsibilities**

- (a) For the purpose of this clause, the definition of "Immediate family" contained in article 2 shall also include any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.
- (b) The Employer shall grant leave with pay under the following circumstances:
  - (i) for a medical or dental appointment when a family member is incapable of attending the appointment alone, or for appointments with appropriate school authorities or adoption agencies when alternative arrangements are not possible, provided that the employee requesting leave under this provision shall notify the supervisor of the appointment as far in advance as possible and is expected to make every reasonable effort to schedule such appointments for family members to minimize or preclude absences from work;
  - (ii) to provide for the immediate and temporary care of a sick member of the employee's immediate family and to provide the employee with time to make alternative care arrangements where the illness is of a longer duration; and
  - (iii) for needs directly related to the birth or to the adoption of the employee's child.
- (c) The total leave with pay which may be granted under sub-clauses (b) (i), (ii) and (iii) shall not exceed thirty five (35) hours in a calendar year.

## **UOPPS Collective Agreement**

---

- (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 exceeding that provided for in section (c) above.

### **17.12 Court Leave with Pay**

The Employer shall grant leave with pay to an employee, other than an employee already on leave without pay, on education leave, or under suspension who is required:

- (a) to be available for jury selection;
- (b) to serve on a jury;
- or
- (c) by subpoena or summons to attend as a witness in any proceeding held:
  - (i) in 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 the employee's position,



## **UOPPS Collective Agreement**

---

- (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,
- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.
- (d) Notwithstanding sub-clause 17.13 (c), where the employee's involvement in the proceedings as a witness arises out of the employee's employment outside the Parliamentary Protective Service, leave without pay shall be granted.

### **17.13 Injury-on-Duty Leave with Pay**

An employee shall be granted injury-on-duty leave with pay where it is determined by a Provincial Worker's Compensation Board that the employee is unable to perform their duties because of:

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

## **UOPPS Collective Agreement**

---

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

### **17.14 Personnel Selection Leave**

Where an employee participates in a personnel selection process for a position at the Parliamentary Protective Service, House of Commons, with the Office of a Member of Parliament, at the Senate, at the Library of Parliament, with the Office of the Senate Ethics Officer, or with the Office of the Conflict of Interest and Ethics Commissioner, or with the Office of the Parliamentary Budgetary Officer and a department named in Schedule I, a portion of the federal public administration named in Schedule IV, or a separate agency named in Schedule V of the Financial Administration Act, 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.

### **17.15 Election Leave**

Employees who are qualified electors shall be granted leave with pay, for a specified duration in accordance with the applicable legislation, for the purpose of casting their votes in federal, provincial and municipal elections and referenda.

### **17.16 Other Leave with or without Pay**

At its discretion, the Employer may grant leave with or without pay for purposes other than those specified in this Agreement.

## **UOPPS Collective Agreement**

---

Leave without pay granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and vacation leave.

### **17.17 Personal Leave**

Subject to operational requirements as determined by the Employer, the employee shall be granted, in each calendar year, a single period of up to seven (7) hours or two periods of up to three decimal five (3.5) hours each, of leave with pay for reasons of a personal nature.

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

- 17.18 Subject to operational requirements, the employee shall be granted leave without pay for other reasons for the purpose of serving in the Canadian Forces Reserve. Such leave will be in accordance with the provisions of the Reserve Forces Training Leave Regulations made pursuant to the *National Defence Act*.
- 17.19 An employee granted leave without pay under the provisions of this Article shall be entitled to return to their position at the end of such leave or to a similar position at an equivalent classification level.
- 17.20 Employees shall make every reasonable effort to schedule their doctor or dental appointments during their off-duty hours. Employees shall provide the Employer with at least three (3) days notice where such appointments must be scheduled during an employee's regularly scheduled hours of work. Such time-off shall not exceed three (3) hours. This clause does not apply where a series of continuing

## **UOPPS Collective Agreement**

---

appointments take up considerable work time. Such absences will be deducted from sick leave credits.

- 17.21 If, during the life of the Collective Agreement, occasions arise where the Director of the Parliamentary Protective Service grants time-off with pay to all its employees, and such time-off cannot be applied to employees of the Protective Operations because they are required to remain on duty, an equivalent amount of time-off with pay will be credited to such employees at the straight-time rate of compensation.

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

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

### **ARTICLE 18 – SICK LEAVE**

#### **18.01 Credits**

- (a) An employee shall earn sick leave credits at the rate of eight point seventy five (8.75) hours for each calendar month for which the employee receives pay for at least seventy (70) hours of work.
- (b) A shift worker shall earn additional sick leave credits at the rate of one point sixteen (1.16) hours for each calendar month during which the employee works shifts and the employee receives pay for at least ten (10) days. Such credits shall not be carried over in the next calendar year and are available only if the employee has already used fifteen (15) sick leave credits.

## **UOPPS Collective Agreement**

---

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

- (a) the employee satisfies the Employer of this condition in such a manner and at such a time as may be determined by the Employer,

and

- (b) the employee has the necessary sick leave credits.

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

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

18.04 An employee shall not be granted sick leave with pay during any period in which the employee is on leave of absence without pay, or under suspension.

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

## **UOPPS Collective Agreement**

---

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

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

or

(b) for a period of up to fifteen (15) days if the employee has not submitted an application for injury-on-duty leave,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for other than death, work related disability as defined by the Workplace Safety and Insurance Board, or lay-off, the recovery of the advance from any monies owed the employee.

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

18.08 An employee's accumulated sick leave credits with a previous Employer as defined in sub-clause 2.01 (e), shall be recognized by the Employer.

18.09 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

## **UOPPS Collective Agreement**

---

earlier than the date at which the employee will have utilised their accumulated sick leave credits.

### **ARTICLE 19 – SEVERANCE PAY**

19.01 Under the following circumstances and subject to clauses 19.02 and 19.03, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay to which the employee is entitled for the classification prescribed in the employee's letter of offer on the date of the employee's termination of employment:

#### **(a) Lay-Off**

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

## **UOPPS Collective Agreement**

---

hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under paragraph (a)(i).

### **(b) Death**

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

### **(c) Rejection on Probation**

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.

### **(d) Termination for Incapacity or Incompetence**

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



## **UOPPS Collective Agreement**

---

19.02 (a) Subject to 17.09 17.10 and 17.16, for the purpose of this Article, all continuous employment shall count for the purpose of calculating severance pay.

(b) Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under clause 19.01 and 19.05 be pyramided.

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

For greater certainty, payments in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) made pursuant to 19.05 to 19.08 under Appendix H or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

### **19.04 Appointment to another Organization**

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

19.05 For employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement)

## **UOPPS Collective Agreement**

---

and who opted to defer their payment in whole or in part, the former provisions outlining the payment in lieu are found in Appendix "H".

### **ARTICLE 20 – HOURS OF WORK**

#### **General**

20.01 For the purposes of this Article, a week shall consist of seven (7) consecutive days beginning at 00:01 hours on Monday morning and ending at 24:00 hours on Sunday.

The day is a twenty-four (24) hour period commencing at 00:01 hours.

20.02 The Employer shall schedule hours of work to meet operational requirements. The hours of work schedule will be posted fifteen (15) calendar days in advance of implementation.

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

#### **20.03 Day Work**

- (a) Subject to clause 20.04, the scheduled workweek shall be thirty-five (35) hours from Monday to Friday inclusive, and the scheduled workday shall average seven (7) consecutive hours, exclusive of a lunch period.
- (b) Employees shall be informed by written notice of their scheduled hours of work. Changes to the scheduled hours shall normally be by written notice to the employee(s) concerned, and shall normally be given one (1) week in advance.

## **UOPPS Collective Agreement**

---

- (c) Day work may be performed at any time during the day between 0700 hours and 1800 hours. No premium shall be paid other than for overtime hours worked.

20.04 It is understood by the parties that the provisions of clause 20.03 will not be applicable in respect of employees whose workweek is less than thirty-five (35) hours per week.

20.05 Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete their weekly hours of employment in a period of other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-five (35) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-eight (28) day period, such employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.

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.

### **20.06 Shift Work**

When, because of the operational requirements of the Employer, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees, over a period of not more than seventy (70) calendar days:

## **UOPPS Collective Agreement**

---

- (a) work an average of thirty-five (35) hours per week;
- (b) obtain an average of two (2) days of rest per week;
- (c) usually obtain at least two (2) consecutive calendar days of rest at any one time, except when days of rest are separated by a designated paid holiday which is not worked;
- (d) work shifts of a duration of seven (7) hours or eleven (11) hours;
- (e) commence seven (7) hour shifts between the hours of 6:00 and 17:00 hours;
- (f) commence eleven (11) hour shifts between 6:00 and 7:30 and/or between 18:00 and 19:30 hours;
- (g) work continuous shifts, i.e. no splitting of shifts.

It is understood, that the shift durations and commencement times for employees who provide service for the Senate of Canada and House of Commons during sessional hours will not be subject to (d), (e) and (f) above.

20.07 When, because of operational requirements, an employee is required to remain at their place of work during their full shift, the employee will be paid for a one (1) hour meal period because the employee is unable to leave their work place. The meal period will be subject to the applicable overtime provisions.

- (a) An employee's meal period may be staggered at different times during the workday.

## **UOPPS Collective Agreement**

---

- (b) A meal period shall be provided as close to the mid-point of the shift as possible.

20.08 The Employer will make every reasonable effort:

- (a) not to schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift,

and

- (b) to avoid excessive fluctuation in hours of work.

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

20.10 An employee who is required to change their hours of work without receiving at least five (5) calendar days' notice in advance of the starting time of the change, shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1½). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.

20.11 Consultation will be held with the Union when developing new shift schedules. Such consultation will include all aspects of arrangement of shift schedules. Both Parties will endeavour to meet the preferences of employees in regards to such arrangement.

## **UOPPS Collective Agreement**

---

Modified shift schedules which do not meet the criteria/provisions specified in clause 20.06 must be approved by the Union and the Employer before implementation.

### **20.12 Rest Periods**

Except where operational requirements do not permit, the Employer will provide rest periods during each working day or shift.

### **GENERAL**

20.13 Nothing in this Agreement shall be construed as guaranteeing minimum or maximum hours of work.

20.14 The Employer may require employees to register their attendance in a manner to be determined by the Employer.

20.15 Where full-time hours of work are scheduled in an irregular pattern, employees shall receive regular pay as though they worked a regular workweek.

20.16 Where an employee's average weekly scheduled hours of work over a twelve (12) month period exceed or are less than thirty-five (35) hours per week, the employee shall not receive lesser compensation or more compensation at the applicable hourly rate solely due to the irregular work pattern.

## **UOPPS Collective Agreement**

---

### **ARTICLE 21 – OVERTIME**

#### **21.01 Assignment of Overtime Work**

- (a) Subject to the operational requirements of the Parliamentary Protective Service, 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 within the same rank requiring the overtime.
- (b) Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.

#### **21.02 Overtime Compensation**

Subject to clause 21.03, an employee who is required to work overtime is entitled to overtime pay at the rate of time and one-half (1½) for all overtime hours worked.

21.03 Subject to clause 21.04, an employee is entitled to overtime pay at the rate of double (2) time for each hour of overtime worked by the employee:

- (a) when the employee is required to work on a second or subsequent day of rest, provided the employee also worked on the first day of rest. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may, however, be separated by a designated paid holiday;

or

## **UOPPS Collective Agreement**

---

(b) after three (3) hours of overtime in addition to the scheduled hours worked that day;

or

(c) on the employee's first day of rest, at the rate of time and one-half (1½) for the first four (4) hours of overtime, and at double time (2) for all subsequent hours.

21.04 An employee is entitled to overtime compensation under clauses 21.02 and 21.03 for each completed fifteen (15) minutes of overtime worked by the employee:

(a) when the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions;

and

(b) when the employee does not control the duration of the overtime work.

No less than one (1) hour of overtime will be paid to an employee who agrees to accept an overtime request by the Employer even if the overtime worked is less than an hour or if the request is withdrawn by the Employer. For clarity, this provision does not apply where an employee is on standby, is called in from standby or is removed from standby duty.

21.05 Employees shall record starting and finishing times of overtime work in a manner determined by the Employer.



## UOPPS Collective Agreement

---

### 21.06

- (a) Overtime shall be compensated in cash except that, upon request of an employee and approval of the Employer, the compensation shall be in equivalent leave with pay.
- (b) Compensatory leave earned in a calendar year and outstanding on September 30 of the following calendar year shall be completely paid at the employee's daily rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position, on December 31 of the previous year.

Transitional Note: The Employer will implement clause 21.06 (b) effective January 1, 2023 for former SPSEA members. Former SPSEA members who have accumulated compensatory leave up to and including December 31, 2022 will have until September 30, 2023 to use such compensatory leave. Where such compensatory leave is not used by September 30, 2023, it shall be paid out by the Employer.

- (c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- (d) The Employer shall endeavour to pay cash overtime compensation by the twenty-first (21<sup>st</sup>) day of the month following the month after which the overtime was earned.
- (e) The Employer may authorize an employee's request for payout of compensatory leave credits earned in a calendar year. Such payment shall be made at the employee's daily rate of pay as calculated from the

## **UOPPS Collective Agreement**

---

classification prescribed in the certificate of appointment of the employee's substantive position.

### **21.07 Overtime Meal Allowance**

- (a) An employee who works two (2) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed their expenses for one meal in the amount of eleven dollars and fifty cents (\$11.50) except where free meals are provided. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's 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 eleven dollars and fifty cents (\$11.50), except where free meals are provided. Reasonable time with pay to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.

21.08 For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.

21.09 Compensation under this Article shall be paid for overtime worked by an employee attending training sessions if required by the Employer.

## **UOPPS Collective Agreement**

---

21.10 When an employee reports to work as requested by the Employer, at a time which is not contiguous to the employee's scheduled hours of work, and the employee has left their place of work, the employee shall be paid the greater of:

(a) a minimum of four (4) hours' pay at the applicable overtime rate,

or

(b) compensation at the applicable overtime rate for each hour worked.

21.11 When an employee reports to work as requested by the Employer on a calendar day of rest (00:01 to 24:00) the employee shall be entitled to the greater of:

(a) a minimum of four (4) hours' pay at the applicable overtime rate of pay,

or

(b) compensation at the applicable overtime rate for each hour worked.

It is understood that the definition of day of rest under this Article (21.11) only applies to this provision.

### **21.12 Transportation Taxi Chits**

When approved by the Employer, an employee who meets one of the following criteria, and has not been issued a Parliamentary Protective Service parking permit, shall be provided with a taxi voucher or will be reimbursed for reasonable taxi fare upon presentation of a receipt when the employee:

## **UOPPS Collective Agreement**

---

(a) works contiguous overtime after public transportation has been suspended for the day,

or

(b) works four (4) hours of contiguous overtime and leaves work after 2200 hours.

(c) notwithstanding the above, when employees are required to work unscheduled overtime, Management reserves the right to make exceptions to 21.11 (a) and (b) when individual circumstances warrant.

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

### **ARTICLE 22 – PAY ADMINISTRATION**

#### **22.01 Paid Lunch Hour**

Protection personnel who are on duty at a post in the armed operational precinct shall wear the prescribed uniform and equipment. The prescribed uniform and equipment shall not be used outside work hours and must be kept on the Employer's premises. Employees are responsible for securing their prescribed uniforms and equipment.

22.02 The lunch hour of Protection Officers is frequently disrupted. Accordingly, the Employer shall ensure that for each day worked, Protection Officers are entitled to

## **UOPPS Collective Agreement**

---

a paid half hour at lunch at straight time. The other half hour remains unpaid and rate recognizing that the work week remains at 35 hours.

22.03 An employee is entitled to be paid for services rendered in the scale of rates of pay specified in Appendix "A" for the classification of the position to which the employee is appointed.

- (a) The rates of pay set forth in Appendix "A" shall become effective on the date specified therein.
- (b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of the Agreement the following shall apply:
  - (i) "retroactive period" for the purpose of paragraphs (ii) and (iii) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the Agreement is signed;
  - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees, or in the case of death, the estates of former employees who were employees in the Bargaining Unit during the retroactive period.
  - (iii) rates of pay shall be paid in an amount equal to what would have been paid had the Agreement been signed on the effective date of the revision in rates of pay;

22.04 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

## **UOPPS Collective Agreement**

---

between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the employee.

22.05 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) the employee shall receive their pay increment;
- (b) the employee's rate of pay shall be revised;
- (c) the employee's rate of pay on appointment shall be established in accordance with this Agreement.

### **22.06 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 one (1) full shift or working day, the employee shall be paid acting pay calculated from the date on which they commenced to act as if the employee had been promoted to that higher position for the period in which the employee acts, such pay to be determined in accordance with clauses 22.10 and 22.11.

22.07 When a designated paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

22.08 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

## **UOPPS Collective Agreement**

---

the qualifying period by an amount equal to the period of leave of absence with pay.

### **22.09 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 the employee's classification is reached.

### **22.10 Pay Increment Periods**

- (a) Full-Time Employees: The pay increment period for full-time employees is twelve (12) months. A pay increment shall be to the next rate in the scale of rates.
- (b) Part-Time Employees: A part-time employee shall be entitled to receive a pay increment when the employee has worked a total of eighteen hundred and twenty (1,820) straight-time hours during a period of employment, provided that the maximum rate for the employee's level is not exceeded.

### **22.11 Pay Increment Date**

The pay increment date for a full-time employee appointed to a position classification in the Bargaining Unit upon promotion, demotion or from outside the Parliamentary Protective Service shall be the anniversary date of such appointment.

## **UOPPS Collective Agreement**

---

### **22.12 Rate of Pay on Promotion**

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

### **22.13 Rate of Pay on Appointment to a Position with a Classification Level Having:**

- (a) The same maximum rate of pay:

An employee appointed to a position with a classification level having the same maximum rate of pay as the employee's former classification level shall be paid a rate of pay in the new scale of rates nearest to but not less than the rate the employee was receiving immediately before the appointment; or, if there is no such rate the employee shall be paid the maximum of the new scale of rates, except that when the employee is being paid a holding rate and the appointment is to the same classification level the employee shall retain the holding rate.

or

- (b) A maximum rate which exceeds the employee's former maximum rate by less than four percent 4%:



## **UOPPS Collective Agreement**

---

An employee appointed to a position with a classification level having a maximum rate of pay which exceeds the maximum rate of their former classification level by less than four percent (4%) shall be paid a rate of pay in the new scale of rates nearest to but not less than the rate the employee was receiving immediately before the appointment, except that if there is no such rate, the maximum of the new scale of rates shall be paid.

### **22.14 Rate of Pay on Demotion**

On demotion, an employee is paid at the rate in the range of rates of the employee's new position/classification which is closest to or equal to the employee's former rate of pay.

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

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

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

## **UOPPS Collective Agreement**

---

- (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 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.

22.16 The Employer agrees to continue the past practice of making deductions from salary for other purposes on the basis of the production of appropriate documentation.

22.17 There will be no compensation paid for the extra hour worked and conversely, there will be no reduction in compensation for the hour not worked due to the time conversion in Spring and Fall as a result of the implementation and withdrawal of daylight saving time.

### **ARTICLE 23 – TRAVELLING TIME**

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

- (a) On a normal working day on which the employee travels but does not work, the employee shall receive their regular pay for the day.

## **UOPPS Collective Agreement**

---

(b) On a normal working day on which the employee travels and works, the employee shall be

(i) compensated at the employee's regular pay for the day for a combined period of travel and work not exceeding seven (7) hours,

and

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

(c) On a day of rest or on a designated paid holiday, the employee shall be compensated at the applicable overtime rate for hours traveled to a maximum of seven (7) hours pay at the straight-time rate.

23.02 For the purpose of clause 23.01, the traveling 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.

(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, direct back to the employee's residence or work place.

## **UOPPS Collective Agreement**

---

- (c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements in which case compensation for traveling time shall not exceed that which would have been payable under the Employer's original determination.
- 23.03 All calculations for travelling time shall be based on each completed period of fifteen (15) minutes.
- 23.04 Upon application by the employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form of compensatory leave.
- 23.05 This Article does not apply to an employee required to perform work in any type of transport in which the employee is travelling. In such circumstances, the employee shall receive pay for actual hours worked in accordance with the Articles (Hours of Work, Overtime).
- 23.06 The provisions of this Article do not apply to an employee during the employee's stay at an intermediate stopover or final destination.
- 23.07 Additional compensation under this Article shall not be recognized for travel time to courses, training sessions, conferences and seminars.

## **UOPPS Collective Agreement**

---

### **ARTICLE 24 – TRAVEL EXPENSES**

#### **24.01 Travel on Business for the Parliamentary Protective Service**

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

### **ARTICLE 25 – STANDBY**

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

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

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

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

- (a) the applicable overtime rate for the time worked,

## **UOPPS Collective Agreement**

---

or

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

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

25.06 When an employee on stand-by duty is called back for work under the conditions described in clause 25.04 and is required to use transportation services other than normal public transportation services, the employee shall be compensated as follows:

- (a) Mileage allowance at the rate normally paid by the Employer where the employee travels by means of their own automobile.

### **No pyramiding of payments**

Payments provided under the Overtime Article, and clause 25.04 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

## **UOPPS Collective Agreement**

---

### **ARTICLE 26 – SHIFT AND WEEKEND PREMIUMS**

#### **26.01 Shift Premium**

An employee on shift work shall receive a shift premium of two dollars and twenty five cents (\$2.25) per hour for all hours worked between 17:00 and 08:00 hours. The shift premium will not be paid for hours worked between 08:00 and 17:00 hours.

#### **26.02 Weekend premium**

Employees shall receive an additional premium of two dollars and forty cents (\$2.40) per hour for all hours of work performed from 19:00 hours on any Friday and before 07:00 hours of the following Monday.

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

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

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

### **ARTICLE 28 – UNIFORM**

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

## **UOPPS Collective Agreement**

---

- 28.02 All uniform apparel identified as eligible in Appendix U will be cleaned by the Employer.
- 28.03 All uniform apparel that has reached the end of their useful life due to normal wear and tear and/or deemed defective or destroyed or damaged in the line of duty will be replaced by the employer as an exchange (except items listed as consumables in Appendix U) or repaired where possible.
- 28.04 All uniform apparel identified as an allocation in Appendix U will be available on an annual (calendar year) basis.
- 28.05 Employees who are required to report for duty in civilian clothing as part of the Intelligence Unit shall receive an allowance of nine hundred (\$900.00) per year, paid bi-weekly to cover for wear and tear to their personal clothing.
- 28.06 Where an employee who works in the Intelligence Unit has their civilian clothing destroyed or damaged in the line of duty, the Employer will reimburse the employee up to one hundred dollars (\$100.00) per item to either repair or replace the destroyed or damaged clothing, as determined by the Employer.
- 28.07 The employees shall wear issued items as per the Dress and Deportment Policy (DDP) during working hours unless otherwise excused and shall be responsible and accountable for their upkeep.
- 28.08 Employees shall be responsible for replacing, at their own expense, clothing and accessories lost or destroyed through negligence or deliberate damage for the duration of their employment.



## **UOPPS Collective Agreement**

---

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

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

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

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

### **ARTICLE 29 – EMPLOYEE EVALUATION AND EMPLOYEE FILES**

29.01 For the purpose of this Article,

(a) a formal evaluation of an employee's performance means any written evaluation by the employee's supervisor(s) of how the employee has performed their assigned tasks during a specified period in the past;

(b) formal evaluations of employee performance shall be recorded on a form prescribed by the Employer for this purpose.

## **UOPPS Collective Agreement**

---

- (c) An employee has the right to make written comments on their evaluation once the evaluation is made. These comments will be placed on the employee's personnel file.

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

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

- (b) The Employer's representative(s) who evaluates the employee's competence must have observed or been aware of the employee's work behaviour and performance for the evaluation period.

29.03 Upon written request of an employee, the personnel file of that employee shall be made available twice per year for their examination in the presence of an authorized representative of the Employer.

29.04 (a) Prior to an evaluation, the employee shall have access to:

- (i) the evaluation standards that will be used; and
- (ii) the evaluation process that will be followed.

- (b) If during the employee evaluation, either the standards or processes are changed, access will be given to the employee.

## **UOPPS Collective Agreement**

---

29.05 A copy of all documents used to evaluate an employee which are added to the personnel file of the employee shall be given to the employee within ten (10) working days following the filing of the documents in the employee's personnel file. Failing which, such documents will not be used in a prejudicial manner against the employee.

### **ARTICLE 30 – AGREEMENT RE-OPENER**

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

### **ARTICLE 31 – HEALTH AND SAFETY**

31.01 The Parties recognize the employee's right to work in a safe and healthy environment and will consequently agree to actively promote the overall well-being of employees. The Parties agree that occupational health and safety has the same meaning as in the principles of the *Occupational Health and Safety Policy* of the Parliamentary Protective Service.

31.02 The Employer shall continue to make all reasonable provisions for the occupational health and safety of employees.

31.03 The Employer will grant reasonable time off with pay to the representatives of the Union to attend meetings of the Joint Occupational Safety and Health Committee.

31.04 In the event that a complaint is not resolved, employee(s) may file a grievance that would be expeditiously processed in accordance with Article 36.

## **UOPPS Collective Agreement**

---

### **ARTICLE 32 – HEALTH AND INSURANCE BENEFITS**

32.01 Current practices will prevail for the duration of this Agreement, except that any changes in medical, hospital, dental, disability and life insurance 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.

### **ARTICLE 33 – INDEMNITY**

- 33.01 (a) The Employer shall indemnify and save harmless members of the bargaining unit in respect of reasonable legal expenses incurred in defending a civil or criminal action which arises out of the performance of their duties on behalf of the Parliamentary Protective Service.
- (b) Such indemnification shall not extend to conduct on the part of employees which constitutes gross negligence or wilful misconduct.

### **ARTICLE 34 – SUSPENSION AND DISCIPLINE**

- 34.01 It is recognized by the Parties that discipline should normally be progressive and the aim is that of correction. Discipline will be applied fairly and for just cause.
- 34.02 When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The Employer shall endeavour to give such notification at the time of suspension.

## **UOPPS Collective Agreement**

---

- 34.03 The Employer shall notify the Union's representative that such suspension has occurred.
- 34.04 When a meeting that an employee is required to attend may result in an investigation or in an administrative or disciplinary measure or is held to render a disciplinary decision concerning the employee, the employee is entitled to have, at their request, a representative of the Union attend the meeting. The Employer shall provide when possible forty-eight (48) hours' notice of such meeting. The notice may be waived, reduced or increased by mutual agreement between the Employer and the employee and where appropriate, the Union's representative.
- 34.05 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 at the time of filing or within a reasonable period thereafter.
- 34.06 Electronic surveillance equipment shall not be used as a means to evaluate the performance of employees or to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act and/or breach of security.
- 34.07 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed no later than two (2) years after the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period. This period will automatically be extended by the length of any period of leave without pay for more than three (3) months.

## UOPPS Collective Agreement

---

### ARTICLE 35 – GRIEVANCE PROCEDURE

- 35.01 The Parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When an employee, within the time limits prescribed in clause 35.08 gives notice that the employee wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.
- 35.02 An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to their immediate supervisor or local officer-in-charge who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,
  - and
  - (b) provide the employee with a receipt stating the date on which the grievance was received by the immediate supervisor or local officer in charge.
- 35.03 A grievance of an employee shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.
- 35.04 Subject to and as provided in Section 62 of the *Parliamentary Employment and Staff Relations Act*, an employee who feels that the employee has been treated unjustly or considers aggrieved by an action or lack of action by the Employer is entitled to present a grievance in the manner prescribed in clause 35.02, except that:

## **UOPPS Collective Agreement**

---

- (a) where there is another administrative procedure provided by or under any Act of Parliament to deal with their specific complaint such procedure must be followed,

and

- (b) where the grievance relates to the interpretation or application of this Agreement or an arbitral award, the employee is not entitled to present the grievance unless the employee has the approval of and is represented by the Union.

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

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

35.06 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.

The information shall be communicated to employees electronically or 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 Union.

## **UOPPS Collective Agreement**

---

- 35.07 If the employee so desires, an employee may be assisted and/or represented by the Union when presenting a grievance at any level. The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 35.08 An employee may present a grievance to the first level of the procedure in the manner described in clause 35.02, not later than the fifteenth (15th) working day after the date on which the employee is notified orally or in writing or on which the employee first becomes aware of the action or circumstances giving rise to the grievance.
- 35.09 An employee may present a grievance at each succeeding level in the grievance procedure beyond the first level either:
- (a) where the decision or settlement is not satisfactory to the employee within ten (10) working days after that decision or settlement has been conveyed in writing to the employee by the Employer,
  - or
  - (b) where the Employer has not conveyed a decision to the employee within the time prescribed in clause 35.10, within fifteen (15) working days after the employee presented the grievance at the previous level.
- 35.10 The Employer shall normally reply to an employee's grievance at any level of the grievance procedure, except the final level, within ten (10) working days after the grievance is presented, and within thirty (30) working days where the grievance is presented at the final level.



## **UOPPS Collective Agreement**

---

- 35.11 Where an employee has been represented by the Union in the presentation of their grievance, the Employer will provide the appropriate representative of the Union 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.
- 35.12 Where a grievance has been presented up to and including the final level in the grievance process, and the grievance is not one that may be referred to adjudication, the decision on the grievance taken at the final level in the grievance process is final and binding and no further action may be taken under the *Parliamentary Employment and Staff Relations Act*.
- 35.13 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.
- 35.14 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate the Union representative, except as provided in clause 35.16.
- 35.15 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 Union.
- 35.16 Where the Employer terminates, demotes, denies an appointment or denies a classification level to an employee, the grievance procedure set forth in this agreement shall apply except that:
- (a) the grievance may be presented at the final level only,

## **UOPPS Collective Agreement**

---

and

- (b) the thirty (30) working day time limit within which the Employer is to reply at the final level may be extended to a maximum of forty (40) working days by mutual agreement of the Employer and the appropriate representative of the Union.

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

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

35.19 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon their grievance or refrain from exercising their right to present a grievance, as provided in this Agreement.

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

- (a) the interpretation or application in respect of the employee of a provision of this Agreement or related arbitral award,
- (b) disciplinary action resulting in suspension or a financial penalty,
- (c) termination of employment, other than rejection on probation in respect of an initial appointment,

## UOPPS Collective Agreement

---

(d) demotion,

(e) where an employee has been denied an appointment, the Employer's evaluation of the skill, fitness and ability of the employee with respect to the employee's qualification for the appointment,

and

(f) subject to subsection 5(3) of the *Parliamentary Employment and Staff Relations Act*, the Employer's classification of an employee, and the employee's grievance has not been dealt with to the employee's satisfaction, the employee may refer the grievance to adjudication in accordance with the provisions of the *Parliamentary Employment and Staff Relations Act* and Regulations.

35.21 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of the employee of a provision of this Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the Union signifies in prescribed manner:

(a) its approval of the reference of the grievance to adjudication,

and

(b) its willingness to represent the employee in the adjudication proceedings.

### ARTICLE 36 – NO DISCRIMINATION

36.01 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 race, national or ethnic origin, colour, religion, age, sex,

## **UOPPS Collective Agreement**

---

sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability and conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered or membership or activity in the Union.

- 36.02 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 race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability and conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered.

### **ARTICLE 37 – PRECEDENCE OF LEGISLATION OVER COLLECTIVE AGREEMENT**

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

### **ARTICLE 38 – SENIORITY**

- 38.01 The parties recognize that merit is the guiding principle for promotions, courses, rotational transfers or filling job vacancies. Seniority shall be the governing factor where qualifications are determined by the Employer to be equal.
- 38.02 Seniority shall be lost when an employee:

## **UOPPS Collective Agreement**

---

- (a) resigns or otherwise voluntarily terminates their services;
- (b) is discharged for just cause and is not reinstated;
- (c) is absent without leave for three (3) working days without notification;
- (d) is laid off for a period of twenty-four months or more.

### **38.03 Seniority**

- (a) seniority shall be accumulated during maternity or parental leave, but shall not be accumulated or lost while outside of the bargaining unit or on leave without pay;
- (b) similarly, an employee keeps and accumulates seniority when absent from work due to illness or injury for a prescribed period that does not exceed three (3) years.

38.04 The Service shall maintain and publish the seniority list.

## **ARTICLE 39 – TRAINING**

39.01 Training is a process designed to help employees acquire the knowledge, skills and experience needed to perform current work related tasks.

39.02 The Parties recognize the benefits derived from training and agree that training priorities should be aligned with:

## **UOPPS Collective Agreement**

---

- (a) The need to provide direct training to employees to ensure they are able to perform their function(s) in accordance with operational requirements.
- (b) the need to provide training to employees whose jobs are undergoing change due to changing priorities of the organisation.

39.03 The Employer shall communicate to the Union the general business priorities and plans, strategies, directions as well as associated training plans of the Parliamentary Protective Service.

39.04 The Union recognizes the responsibility of employees to manage their careers at the Parliamentary Protective Service and to take ownership of their development with a view to reaching their fullest potential. To this extent, employees are encouraged to identify their specific interest in career development and training to the employer.

### **ARTICLE 40 – EMPLOYMENT SECURITY**

40.01 The Employer shall make every reasonable effort not to lay-off employees in the bargaining unit 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.

40.02 Personnel who are not employees shall be laid off before employees.

40.03 Employees shall be laid off in reverse order of seniority.

40.04 Employees may displace contractual personnel who are performing bargaining unit work. Should this position be contractual, the employee shall retain full layoff

## **UOPPS Collective Agreement**

---

and bumping rights as an employee upon discontinuation of the contractual position.

- 40.05 An employee affected by a layoff shall displace an employee in the employee's classification who has less seniority. Should there be no position within the employee's classification, the employee shall displace an employee in a lateral or lower classification. That employee may displace an employee with less seniority in the classification. This can be stated as the bumping effect.
- 40.06 The Union will be advised of any planned layoffs as soon as the employer has formulated such plans. Consultation will take place within ten (10) working days of this notification.
- 40.07 Employees will be recalled by order of seniority.
- 40.08 The Employer will not contract out work that is performed by the employees in the Bargaining Unit in such a manner as to cause layoffs or the continuation of layoffs.

### **ARTICLE 41 – TERM EMPLOYMENT**

- 41.01 When staffing positions on a term basis, the Employer shall make every reasonable effort to staff positions for the total forecasted duration of the operational need.
- 41.02 The Employer shall make and convey decisions regarding the renewal of term employment contracts at the earliest possible time.

## **UOPPS Collective Agreement**

### **ARTICLE 42 – DURATION**



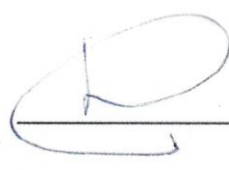

42.01 The duration of this Agreement shall be from the ratification date until March 31, 2023.

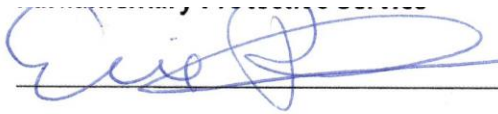
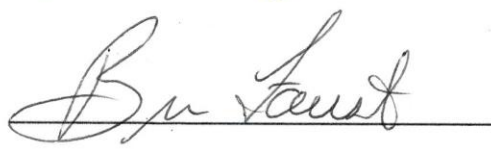
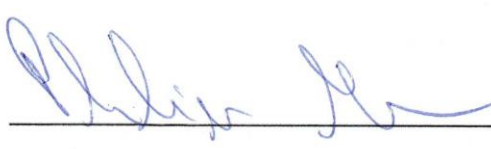

42.02 The provisions of this Agreement governing pay administration, salary increments, overtime, and salary increases shall be implemented within ninety (90) days from the ratification of this Agreement by both Parties.

Signed at Ottawa, this 21st day of July, 2023.

For the Employer

For the Union





PARLIAMENTARY PROTECTIVE SERVICE  
SERVICE DE PROTECTION PARLEMENTAIRE  
CANADA

## UOPPS Collective Agreement

	_____
	_____
	_____
	_____
_____	_____

## UOPPS Collective Agreement

### APPENDIX A RATES OF PAY

- A**      **Effective April 1, 2020, increase all salary rates by 1.5%.**
- B**      **Effective April 1, 2021, increase all salary rates by 1.5%.**
- C**      **Effective April 1, 2022, increase all salary rates by 4.2%.**

Level		1	2	3	4	5	6	7	8
<b>PPS-10</b>	<b>From/de</b>	90,935	94,573	98,355	102,289	106,380	110,637	115,061	119,664
	<b>A</b>	92,299	95,991	99,831	103,823	107,976	112,296	116,787	121,459
	<b>B</b>	93,683	97,431	101,328	105,381	109,595	113,981	118,539	123,281
	<b>C</b>	97,618	101,523	105,584	109,807	114,198	118,768	123,518	128,458
<b>PPS-09</b>	<b>From/de</b>	83,119	86,444	89,901	93,498	97,237	101,127	105,172	109,379
	<b>A</b>	84,366	87,740	91,249	94,900	98,696	102,644	106,749	111,019
	<b>B</b>	85,632	89,056	92,618	96,324	100,176	104,184	108,351	112,685
	<b>C</b>	89,228	92,797	96,508	100,369	104,383	108,560	112,901	117,417
<b>PPS-08</b>	<b>From/de</b>	72,881	75,796	78,828	81,982	85,260	88,671	92,218	95,907
	<b>A</b>	73,975	76,933	80,010	83,212	86,539	90,001	93,601	97,345
	<b>B</b>	75,084	78,087	81,210	84,460	87,837	91,351	95,005	98,805
	<b>C</b>	78,238	81,366	84,621	88,007	91,526	95,188	98,995	102,955
<b>PPS-07</b>	<b>From/de</b>	65,615	68,240	70,968	73,808	76,760	79,830	83,023	86,344
	<b>A</b>	66,599	69,264	72,032	74,916	77,911	81,027	84,269	87,639
	<b>B</b>	67,598	70,303	73,113	76,039	79,080	82,243	85,533	88,954
	<b>C</b>	70,437	73,255	76,184	79,233	82,401	85,697	89,125	92,690
<b>PPS-06</b>	<b>From/de</b>	59,229	61,599	64,063	66,624	69,289	72,062	74,944	77,941
	<b>A</b>	60,118	62,523	65,024	67,624	70,328	73,143	76,068	79,111
	<b>B</b>	61,019	63,461	65,999	68,638	71,383	74,240	77,209	80,297
	<b>C</b>	63,582	66,126	68,771	71,521	74,381	77,358	80,452	83,670

## UOPPS Collective Agreement

<b>PPS-05</b>	<b>From/de</b>	53,063	55,187	57,394	59,691	62,077	64,559	67,142	69,828
	<b>A</b>	53,859	56,015	58,255	60,586	63,008	65,527	68,149	70,875
	<b>B</b>	54,667	56,855	59,129	61,495	63,954	66,510	69,171	71,938
	<b>C</b>	56,963	59,243	61,612	64,078	66,640	69,304	72,076	74,960
<b>PPS-04</b>	<b>From/de</b>	47,560	49,461	51,440	53,498	55,637	57,863	60,178	62,585
	<b>A</b>	48,274	50,203	52,212	54,301	56,471	58,731	61,080	63,523
	<b>B</b>	48,998	50,956	52,995	55,115	57,318	59,612	61,996	64,476
	<b>C</b>	51,056	53,096	55,221	57,430	59,726	62,115	64,600	67,184
<b>PPS-03</b>	<b>From/de</b>	42,825	44,539	46,320	48,172	50,099	52,103	54,188	56,355
	<b>A</b>	43,468	45,207	47,014	48,894	50,851	52,885	55,001	57,201
	<b>B</b>	44,120	45,885	47,720	49,628	51,613	53,678	55,826	58,059
	<b>C</b>	45,973	47,813	49,724	51,712	53,781	55,933	58,170	60,497
<b>PPS-02</b>	<b>From/de</b>	36,329	37,784	39,294	40,866	42,500	44,201	45,969	47,808
	<b>A</b>	36,874	38,351	39,883	41,479	43,138	44,864	46,659	48,525
	<b>B</b>	37,427	38,926	40,482	42,102	43,785	45,537	47,358	49,253
	<b>C</b>	38,999	40,561	42,182	43,870	45,624	47,450	49,347	51,321
<b>PPS-01</b>	<b>From/de</b>	32,037	33,318	34,650	36,037	37,479	38,977	40,536	42,157
	<b>A</b>	32,518	33,818	35,169	36,578	38,041	39,562	41,144	42,790
	<b>B</b>	33,005	34,325	35,697	37,126	38,612	40,155	41,761	43,431
	<b>C</b>	34,392	35,767	37,196	38,686	40,233	41,842	43,515	45,256



## **UOPPS Collective Agreement**

---

### **APPENDIX B**

#### **MEMORANDUM OF AGREEMENT RE DEFERRED SALARY LEAVE PLAN**

#### **BETWEEN**

#### **THE PARLIAMENTARY PROTECTIVE SERVICE**

#### **AND**

#### **THE UNION OF OFFICERS OF THE PARLIAMENTARY PROTECTIVE SERVICE**

This Memorandum of Agreement will confirm an understanding reached between the parties in respect of a deferred salary leave plan for members of the Union.

### **SELF-FUNDED LEAVE POLICY**

#### **Policy**

**\*\*** Subject to prior approval, indeterminate Parliamentary Protective Service staff may be eligible for Self-Funded Leave for up to one year.

#### **Purpose**

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

#### **Definition**

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

## **UOPPS Collective Agreement**

---

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

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

### **Eligibility**

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

### **Approval**

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

### **Procedures**

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

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

2. Application is reviewed by authorized manager and approved if it meets the conditions stipulated in this document.

## **UOPPS Collective Agreement**

---

3. Copy of approved application is forwarded to Pay & Benefits Section and to the Financial Institution.
4. Pay & Benefits Section prepares necessary pay action and notifies pay office.
5. The Financial Institution chosen by the employee establishes an employee trust account. DSS Pay Office deducts and transfers funds to the appropriate account.

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

6. Accrued interest should be reported by the Financial Institution to the employee.
- \*\* 7. On maturity of the individual trust agreement, monies are released to an account accessible by the employee, without additional involvement of the Parliamentary Protective Service.

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

### **Taxation**

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

## **UOPPS Collective Agreement**

---

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

### **Withdrawal/Deferral**

1. An employee may withdraw from the plan no later than six months prior to the planned leave date by giving written notice to the Employer. Withdrawal upon shorter notice will require Employer consent.
2. Where an employee who is a participant in the plan is identified as being redundant, the withdrawal notice period shall be waived and the employee shall have free access to the accumulated fund. Should an employee die or be placed on Long Term Disability prior to going on leave or is otherwise terminated the withdrawal notice period shall be waived and the estate or employee shall have immediate access to the accumulated fund.
3. Withdrawal from the program may entail an additional tax burden for the employee. The employee may on one occasion only, request that the leave be advanced or delayed where this will avoid the need to withdraw from the program. Management will make every reasonable effort, based upon operational feasibility, to accommodate the employee's request.
4. Given the financial liabilities that an employee would incur if called back to work while on self-funded leave, the Employer will exhaust all other available options prior to recalling the employee.
5. Due to significant unforeseen operational circumstances beyond the employer's control and where no other feasible option exists a participating employee's period of leave may be postponed by up to six months at the employer's request.

## **UOPPS Collective Agreement**

---

6. Since termination of employment would require withdrawal from the Self-Funded Leave program, participating employees will be responsible for the financial implications of such terminations.

### **Funding**

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

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

Employee benefits deductions will continue to be made on the full amount of earnings in the period during which the employee's salary is being deferred.

The employee will be responsible for payment of all employee benefits while on leave as well as the applicable employer's share of superannuation and certain other benefit plans.

Note: The employee may not be in receipt of salary, allowance or tuition reimbursement from the Parliamentary Protective Service while on Self-Funded Leave. (Reference: 1 (a) (iii) Part LXVIII of the Income Tax Regulations).

2. As participation in the SFL program will have significant impact on employee benefits, costs and taxation, it is strongly recommended that the employee consult with the Pay and Benefits Section prior to making formal application for SFL.

### **\*\* Costs incurred by the Parliamentary Protective Service**

1. Cost of administration: paperwork, enquiries, handling, etc.



## UOPPS Collective Agreement

---

2. Employer share of CPP premiums during the leave period.

### **Benefits to Employees**

The period of leave counts as pensionable service and the employee's position is guaranteed on their return to work.

- \*\* In the event that an employee participating in SFL be declared surplus prior to or on return from leave, the Parliamentary Protective Service policy would apply and such employees will be considered for new vacancies and retrained and redeployed accordingly.

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

The provisions of this plan are subject to any modifications made to the *Income Tax Act* and Regulations.



## **UOPPS Collective Agreement**

---

### **APPENDIX C**

#### **MEMORANDUM OF AGREEMENT**

#### **BETWEEN**

#### **THE PARLIAMENTARY PROTECTIVE SERVICE**

#### **AND**

#### **THE UNION OF OFFICERS OF THE PARLIAMENTARY PROTECTIVE SERVICE**

#### **COLLECTIVELY, THE PARTIES**

THEREFORE, the parties agree as follow:

1. It is recognized that employees of the Union are required to get into uniform, retrieve equipment including firearms and attend their duty post prior to the commencement of their shift. It is further recognized that employees of the Union are required to return from their duty post, remove and securely store their firearm, equipment and uniform after their shift has been completed.
2. In order to compensate for time spent to fulfill the requirements as described in paragraph 1, the Employer agrees that all employees shall be paid a monthly premium of three hundred dollars (\$300) for each calendar month for which the employee receives pay for at least seventy (70) hours.
3. An employee who is not required to carry a firearm shall not receive the monthly premium.
4. In the event that an employee ultimately fails to qualify to carry firearms or ceases to be qualified to carry firearms as determined by the Employer, the premium provided in paragraph 2 shall cease to be paid as of the first day of the month

## **UOPPS Collective Agreement**

---

following the determination that the employee is not qualified or ceases to be qualified.

5. Notwithstanding paragraph 4, in the event that an employee fails to be qualified or ceases to be qualified to carry firearms due to a disability, the premium shall be paid or shall continue to be paid.
6. It is understood that the premium provided in paragraph 2 will be subject to the usual payroll deductions. It is further understood that the premium will be considered as pensionable earnings.
7. It is agreed that no further premium shall be paid for the requirements described in paragraph 1 for the duration of all shifts and/or periods of work.
8. The Parties further agree that this Agreement resolves all outstanding issues between the parties with respect to the matters described in paragraph 1 and agree that there will be no further action taken by the Union pursuant to the Collective Agreement.



## **UOPPS Collective Agreement**

---

### **APPENDIX D**

#### **LETTER OF AGREEMENT**

The parties recognize the importance of maintaining instructor assignments as a learning and development opportunity and a reasonable means of training employees;

The parties therefore agree to the following:

An employee who is certified as Firearm Instructors and Defensive Tactics Instructors, recognized by Parliamentary Protective Service is entitled to be paid on the following basis for Firearm training or Defensive Tactics Training they provide to Protective Services employees and security partners in the amount of thirty dollars (30\$) per day.

Once an employee is trained by the employer to be a certified instructor, the employee may be required to provide training at the employer's request.

Subject to operational requirements of the service, the Employer will endeavour to schedule the certified instructors on an equitable basis.

The employer will provide certified instructors with the necessary tools, documents and directives for providing the training.

This letter takes effect as of June 7, 2012.

## **UOPPS Collective Agreement**

---

### **APPENDIX E**

#### **MEMORANDUM OF UNDERSTANDING**

##### **Between:**

**The House of Commons of Canada (hereafter “the House”) and The House of Commons Security Services Employees Association (hereafter “the Association”)**

Whereas the parties recognize that the members of the bargaining unit must respond to demands particular to the security of the House of Commons of Canada, functions that they have historically assumed since 1868 with professionalism and in a constantly changing and ever more complex environment;

Whereas the House recognizes the fundamental importance of the members of the bargaining unit, both historically and currently, as it relates to principally to the House's performance of its legislative function;

Whereas, operating under the authority of the Sergeant-at-Arms, the members of the bargaining unit play a unique role whose goal is to protect lives and property and to preserve peace and order within the parliamentary precinct and in the other areas under the authority of the Sergeant- at-Arms of the House of Commons where they are called on to perform their duties;

Whereas, as a result of reasonable acts committed by members of the bargaining unit in the course of their duties, they may be held criminally and/or civilly liable;

Whereas the House also recognizes that, in the course of their duties, the members of the bargaining unit may have to cooperate with other Canadian institutions working in the field of security, and that it is important for the members of the bargaining unit that they be given a more clearly delineated identity.

Therefore, the parties agree to the following:

## UOPPS Collective Agreement

---

- 1- The parties consider the provision of security services within the parliamentary precinct to be an exercise of the parliamentary privilege of the House.
- 2- The parties also consider that the tasks performed by the members of the bargaining unit are performed under the authority of the Sergeant-at-Arms and that, consequently, when they perform their tasks under that authority, wherever they perform those functions, parliamentary privilege applies.
- 3- The House recognizes that the members of the bargaining unit are not simple security guards and that they are a unique, essential and fundamental element in the performance of the legislative function of the House of Commons, constituting an extension of the authority of the Sergeant-at-Arms.
- 4- The parties consider that the Protective Service of the House of Commons constitutes a unique protection service acting for the benefit of the House and its Members whose *sui generis* duties are covered by the parliamentary privilege of the House of Commons. As a result, all the members of the bargaining unit will be considered "House of Commons Protection Officers" ("agents de protection de la Chambre des Communes" en français) working within the "House of Commons Protective Service" ("Service de protection de la Chambre des communes" en français).
- 5- The House will ensure that it does not use the expression "agent de sécurité" in French and undertakes to use only the term "constable" in French for the rank designated in English as "constable".
- 6- In addition to indemnifying and saving harmless members of the bargaining unit in respect of reasonable legal expenses pursuant to Article 34 of the Collective Agreement, the House undertakes to take all necessary steps to assert the protection of parliamentary privilege for members of the bargaining unit in the event that they are parties to a civil or criminal action that arises out of the

## **UOPPS Collective Agreement**

---

performance of their duties on behalf of the House of Commons, in particular in circumstances where the legal claim or charge relates to the use of force or detention.

- 7- The House reserves the right not to enforce the obligations set out in the previous paragraph in situations where the legal claim or charge is based on actions of the members of the bargaining unit which constitute gross negligence or wilful misconduct. For greater clarity, the parties deem the following to constitute a partial list of acts that do not constitute gross negligence or wilful misconduct when carried out by members of the bargaining unit in good faith in the performance or in the course of their duties:
- (a) The detention without warrant of any person who is committing or has committed an act likely to interfere with the protection of persons or property or with the maintenance of peace and order within the House of Commons and the parliamentary precinct, as well as in the other areas under the authority of the Sergeant-at-Arms of the House of Commons, or who, it is believed on reasonable grounds, has committed or is on the point of committing such an act.
  - (b) The detention without warrant of any person who has committed a criminal act or who, it is believed on reasonable grounds, has committed or is on the point of committing a criminal act involving a security breach or an act that endangers the security of persons or property within the parliamentary precinct.
  - (c) The detention without warrant of a person who is found committing a criminal act involving a security breach or an act that endangers the security of persons or property within the parliamentary precinct.

## **UOPPS Collective Agreement**

---

- (d) The use of reasonable force necessary to perform the actions described in the previous paragraphs, and any other task required by the House of Commons.
- 8- The parties recognize that the present agreement is an integral part of any collective labour agreement concluded between them and applies with no time limit. The parties agree to adapt the present agreement to allow it to be inserted in any collective agreement as a letter of agreement.

Done this 2nd day of December 2014.



## **UOPPS Collective Agreement**

---

### **APPENDIX F**

#### **MEMORANDUM OF UNDERSTANDING**

##### **Between:**

**The Parliamentary Protective Service (hereafter “The Employer”) and  
The Union of Officers of the Parliamentary Protective Service (hereafter “the  
Union”)**

The parties agree to add after Article 21.13 Transportation the article below which copies the content of the Arbitral Award at paragraph 15.

##### **Article 22 Paid Lunch Hour – NEW**

22.01 Protection personnel who are on duty at a post in the armed operational precinct shall wear the prescribed uniform and equipment. The prescribed uniform and equipment shall not be used outside work hours and must be kept on the employer premises. Employees are responsible for securing their prescribed uniforms and equipment.

22.02 The lunch hour of Protection Officers is frequently disrupted. Accordingly, thus the Service shall ensure that for each day worked, protection officers are entitled to a paid half hour at lunch at straight time. The other half hour remains unpaid and rate recognizing that the work week remains at 35 hours.

In addition to the above, the parties agree to the following:

1. The present Memorandum of Understanding is concluded between the Employer and the Union in order to settle the manner in which the 30-minute lunch break compensation determined by the Board in its Arbitral Award of October 23, 2019

## UOPPS Collective Agreement

in file 485-PP-39560 is to be paid. As indicated in the Arbitral Award, this premium is meant to compensate protection officers *inter alia* for the requirement to either remain in full uniform or store securely weapons and radio which has an impact on the quality of the lunch hour.

2. For further clarity, it is understood by the parties that the present agreement applies to all SSG protection staff, irrespective of their specific assignments, irrespective of the amount of disruption during their lunch breaks, and irrespective of the manner in which their lunch breaks are actually spent. It is further understood between the parties that clause 20.07 of the collective agreement remains unaffected by the present Memorandum of Understanding.
3. Notwithstanding the decision in paragraph 15 of Arbitral Award issued on October 23, 2019, regarding the 30-minute lunch break, SSG protection staff shall receive an annual premium as follows:

Effective

A – April 1, 2020	1.50%
B – April 1, 2021	1.50%
C – April 1, 2022	4.20%

	Shift Employee			Day Employee		
	PO	Supervisor	Manager	PO	Supervisor	Manager
<b>From</b>	3,600	3,900	4,400	4,400	5,000	5,700
<b>A</b>	3,654	3,959	4,466	4,466	5,075	5,786
<b>B</b>	3,709	4,018	4,533	4,533	5,151	5,872
<b>C</b>	3,865	4,187	4,723	4,723	5,367	6,119

## **UOPPS Collective Agreement**

---

This annual premium will be paid on a bi-weekly basis, and it is recognized as being pensionable and will be subject to the economic increases provided for in the collective agreement. It will be paid only for the periods for which an employee is receiving regular pay (uninterrupted as a result of extended absence from work on leave with pay).

4. When an employee works overtime on a scheduled day off, the employee will be entitled to an extra paid half hour (30 - thirty minutes) at the applicable overtime rate as per the collective agreement.
5. When the Union will express its written satisfaction with the implementation deadlines provided by the Employer for the present Memorandum of Agreement, and provided that the Employer actually meets such deadlines, the Union will agree to not seek damages due to the late implementation of this agreement regarding the lunch-break compensation contained in the October 23, 2019 Award by the Board. For further clarity, the present undertaking does not apply to the other work conditions contained in the Board's Award of October 23, 2019.
6. Upon the expiry of next UOPPS Collective Agreement, the parties will reassess the working conditions which gave rise to this premium and will have an opportunity to renegotiate this memorandum of understanding. If the working conditions have not changed, should no agreement be reached, the collective agreement provisions for Paid-Half Hour Lunch specified hereunder will continue apply. In the event that working conditions have changed whereby protection employees are provided sufficient time, within their regular and overtime paid shifts, to remove their uniform and equipment and still enjoy a full unencumbered hour for lunch, then the premium will expire. The employer shall pay SSG protection staff this premium for days worked from the effective date of the arbitral decision, i.e. October 23, 2019 and thereafter.

For greater certainty, it is understood by the parties that the expression "next UOPPS Collective Agreement" refers to the collective agreement that is to be



## **UOPPS Collective Agreement**

---

concluded following the collective bargaining sessions between the UOPPS and the PPS that are scheduled to begin in June 2020.

7. The present agreement shall be appended to and form an integral part of the collective agreement governing the parties.

Dated: May 11, 2020

### **APPENDIX G**

#### **LETTER OF UNDERSTANDING**

**BETWEEN**

**THE PARLIAMENTARY PROTECTIVE SERVICE**

**(the Employer or PPS)**

**AND**

**THE UNION OF OFFICERS OF THE PARLIAMENTARY PROTECTIVE SERVICE**

**(the Union or UOPPS)**

**COLLECTIVELY REFERRED TO AS THE "PARTIES"**

## **UOPPS Collective Agreement**

---

### **RE: THE OPERATIONS SUPPORT CENTRE (OSC)**

WHEREAS the Parliamentary Protective Service has established a centralized Operations Support Centre (OSC) whose staff are responsible for the provision of emergency and non-emergency communication services to the operational members of the Parliamentary Protective Service;

WHEREAS the Parties have agreed that the new classifications of OSC Dispatcher and OSC Supervisors are included in the Parliamentary Protective Service bargaining unit represented by the UOPPS;

WHEREAS the Parties now agree as follows:

1. All terms and conditions of the collective agreement shall apply except as specifically set out or modified herein.
2. The following provisions of the collective agreement do not apply to OSC Dispatchers and OSC Supervisors:
  - Article 22 – Pay Administration, clauses 22.01-22.02 Paid Lunch Hour
  - Appendix C – Firearms Premium
  - Appendix E – Memorandum of Understanding
  - Appendix F – Memorandum of Understanding re Paid Lunch Hour
  - Appendix U – Uniform and Apparel Entitlements
3. Article 20 Hours of Work provisions of the former House of Commons and SSEA collective agreement which expired on March 31, 2020 shall apply to the OSC Dispatchers and OSC Supervisors, with the same amendments as noted in the Employer's Article 20 proposal for the joint collective agreement as a whole.



## **UOPPS Collective Agreement**

---

## UOPPS Collective Agreement

### APPENDIX H

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

SPSEA	SSEA
<p><b>APPENDIX E</b></p> <p>Archived Provisions for the Elimination of Severance Pay for Voluntary Separations (Resignation and Retirement)</p> <p><i>This Appendix is to reflect the language agreed to by the Employer and the Senate Protective Service Employees Association for the elimination of severance pay for voluntary separations (resignation and retirement) on July 17, 2012 (date of signature of the collective agreement that expired on September 30, 2014). These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.</i></p>	<p>Archived Provisions for the Elimination of Severance Pay for Voluntary Separations (Resignation and Retirement) From SSEA Collective Agreement</p> <p><i>This Appendix is to reflect the language agreed to by the House of Commons and the Security Services Employees Association for the elimination of severance pay for voluntary separations (resignation and retirement) on September 25, 2012. These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.</i></p>
<p><b>ARTICLE 19</b></p> <p><b><u>SEVERANCE PAY</u></b></p> <p>19.01 Under the following circumstances and subject to clause 19.02, an employee</p>	<p><b>ARTICLE 19</b></p> <p><b><u>SEVERANCE PAY</u></b></p>

## UOPPS Collective Agreement

SPSEA	SSEA
<p>shall receive severance benefits calculated on the basis of the weekly rate of pay to which he is entitled for the classification prescribed in his letter of offer on the date of his termination of employment.</p> <p><b>(a) Lay-off</b></p> <p>(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 complete year of continuous employment thereafter, to a maximum of twenty-eight (28) weeks.</p>	<p>Effective September 25, 2012, Articles 19.01 (b) and (c) are deleted from the collective agreement.</p> <p>19.01 Under the following circumstances and subject to clauses 19.02 and 19.03, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay:</p> <p><b>(a) Lay-Off</b></p> <p>(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).</p>



## UOPPS Collective Agreement

SPSEA	SSEA
<p>(ii) On the second (2nd) or subsequent lay-off, one (1) week's pay for each complete year of continuous employment, less any period in respect of which the employee was granted severance pay under subparagraph (a)(i).</p>	<p>(ii) On the second (2<sup>nd</sup>) or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under paragraph (a)(i).</p>
<p><b>(b) Rejection on Probation</b></p> <p>On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty- seven (27) weeks' pay.</p>	<p><b>(b) Resignation</b></p> <p>On resignation, subject to sub-clause 19.01 (c) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.</p> <p>Notwithstanding the above, for employees hired prior to July 8, 1985 the amount of severance pay shall be one (1) week's pay for each completed year of continuous employment with a maximum benefit of twenty-eight (28) weeks' pay.</p>

## UOPPS Collective Agreement

SPSEA	SSEA
<p><b>(c) Death</b></p> <p>If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of thirty (30) weeks.</p>	<p><b>(c) Retirement</b></p> <p>On retirement, when an employee is entitled to an immediate annuity or to an immediate annual allowance under the <i>Public Service Superannuation Act</i>, a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay.</p>
<p><b>(d) Termination for Cause for Reasons of Incapacity or Incompetence</b></p> <p>(i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity, two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous</p>	<p><b>(d) Death</b></p> <p>When an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of 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</p>

## UOPPS Collective Agreement

SPSEA	SSEA
<p>employment thereafter, to a maximum of twenty- eight (28) weeks.</p> <p>(ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence, two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of twenty-eight (28) weeks.</p>	<p>by 365, to a maximum of thirty (30) weeks' pay regardless of any other benefit payable.</p>
	<p>(e) <b>Rejection on Probation</b></p> <p>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.</p>

## UOPPS Collective Agreement

SPSEA	SSEA
	<p><b>(f) Termination for Incapacity or Incompetence</b></p> <p>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.</p>
<p>19.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clauses 19.01 and 19.04 be pyramided.</p> <p>For greater certainty, payments made pursuant to clauses 19.04 to 19.07 or similar provisions in other collective agreements shall be considered as a</p>	<p>19.02</p> <p>(a) Subject to 17.09 and 17.10, for the purpose of this Article, all continuous employment shall count for the purpose of calculating severance pay.</p> <p>(b) Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under clause 19.01 and 19.05 be pyramided.</p>

## UOPPS Collective Agreement

SPSEA	SSEA
termination benefit for the administration of this clause.	
	<p>19.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in the employee's certificate of appointment, immediately prior to the termination of the employee's employment.</p> <p>For greater certainty, payments made pursuant to 19.05 to 19.08 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.</p>
<p><b>19.03 Appointment outside the Senate</b></p> <p>An employee who resigns to accept an appointment with an organization outside the Senate shall be paid all severance payments resulting from the application of clauses 19.04 to 19.07.</p>	<p><b>19.04 Appoint to another Organization</b></p> <p>An employee who resigns to accept an appointment with an organization listed in Schedule V of the <i>Financial Administration Act</i> shall be paid any all severance payments resulting from the application of 19.01 (b) prior to September 24, 2012 or 19.05 – 19.08 as of September 25, 2012.</p>

## UOPPS Collective Agreement

SPSEA	SSEA
<p><b>19.04 Severance Termination</b></p> <p>(a) Subject to clause 19.02, indeterminate employees on the date of signing this collective agreement shall be entitled to a severance payment equal to two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of thirty (30) weeks.</p> <p>(b) Subject to clause 19.02, term employees on the date of signing this collective agreement shall be entitled to a severance payment equal to two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of thirty (30) weeks.</p>	<p><b>19.05 Severance Termination</b></p> <p>(a) Subject to 19.02 (b) above, indeterminate employees on September 25, 2012 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.</p> <p>(b) Subject to 19.02 (b) above, term employees on September 25, 2012 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.</p>
<b><u>Terms of Payment</u></b>	<b>Terms of Payment</b>

## UOPPS Collective Agreement

SPSEA	SSEA
<p><b>19.05 Options</b></p> <p>The amount to which an employee is entitled under clause shall be paid, at the employee's discretion, either:</p> <p>(a) As a single payment at the rate of pay of the employee's substantive position as of the date of signing this collective agreement, or</p> <p>(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</p> <p>(c) As a combination of (a) and (b), pursuant to paragraph 19.06(c).</p>	<p><b>19.06 Options</b></p> <p>The amount to which an employee is entitled shall be paid, at the employee's discretion, either:</p> <p>(a) As a single payment at the rate of pay of the employee's substantive position as of September 25, 2012, or</p> <p>(b) As a single payment at the time of the employee's termination of employment from the Parliamentary Protective Service, based on the rate of pay of the employee's substantive position at the date of termination of employment from the Parliamentary Protective Service, or</p> <p>(c) As a combination of (a) and (b), pursuant 19.07 (c).</p>
<p><b>19.06 Selection of Option</b></p>	<p><b>19.07 Selection of Option</b></p> <p>(a) The Employer will advise the employee of his or her years of continuous</p>

## UOPPS Collective Agreement

SPSEA	SSEA
<p>(a) The employer will advise the employee of his years of continuous employment no later than three (3) months following the official date of signing this collective agreement.</p> <p>(b) The employee shall advise the employer of the term of payment option selected within six (6) months from the official date of signing this collective agreement.</p> <p>(c) The employee who selects the option described in paragraph 19.05(c) must specify the number of complete weeks to be paid out pursuant to paragraph 19.05(a) and the remainder to be paid out pursuant to paragraph 19.05(b).</p> <p>(d) An employee who does not make a selection under paragraph 19.06(b) will be deemed to have chosen the option in paragraph 19.05(b).</p>	<p>employment no later than four (4) months following the official date of signing of the collective agreement.</p> <p>(b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.</p> <p>(c) The employee who opts for the option described in 19.06 (c) must specify the number of complete weeks to be paid out pursuant to 19.06 (a) and the remainder to be paid out pursuant to 19.06 (b).</p> <p>(d) An employee who does not make a selection under 19.07 (b) will be deemed to have chosen option 19.06 (b).</p>



## UOPPS Collective Agreement

SPSEA	SSEA
<p><b>19.07 Appointment from a Different Bargaining Unit</b></p> <p>This clause applies in a situation where an employee is appointed into a position in the bargaining unit from a position outside the bargaining unit where, at the date of appointment, the employee was still entitled to severance pay on retirement and resignation. This clause does not apply in cases where the appointment is on an acting basis.</p> <p>(a) Subject to clause 19.02, on the date an indeterminate employee becomes subject to this collective agreement after the date of signature of this collective agreement, he shall be entitled to severance payment equal to two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, based on the employee's rate</p>	<p><b>19.08 Appointment from a Different Bargaining Unit</b></p> <p>This clause applies in a situation where an employee is appointed into a position in the bargaining unit from a position outside the bargaining unit where, at the date of appointment, provisions similar to those in 19.01 (b) and (c) are still in force, unless the appointment is only on an acting basis.</p> <p>(a) Subject to 19.02 (b) above, on the date an indeterminate employee becomes subject to this agreement after September 25, 2012, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.</p>

## UOPPS Collective Agreement

SPSEA	SSEA
<p>of pay of his substantive position on the day preceding the appointment.</p> <p>(b) Subject to clause 19.02, on the date a term employee becomes subject to this collective agreement, he shall be entitled to severance payment payable under paragraph 19.05(b), equal to two (2) weeks' pay for the first complete year of continuous employment plus one (1) week's pay for each complete year of continuous employment thereafter, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.</p> <p>(c) An employee entitled to a severance payment under paragraph (a) or (b) shall have the same choice of options outlined in clause 19.05; however, the selection of which option must be made within three (3) months of being appointed to the bargaining unit.</p>	<p>(b) Subject to 19.02 (b) above, on the date a term employee becomes subject to this agreement after September 25, 2012, he or she shall be entitled to severance payment payable under 19.06 (b), equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.</p> <p>(c) An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 19.06, however the selection of which option-must be made within three (3) months of being appointed to the bargaining unit.</p>

## UOPPS Collective Agreement

SPSEA	SSEA
<p><b><u>Continuous Employment</u></b></p> <p>19.08 For the purpose of this Article, continuous employment shall also include continuous employment and other employment with breaks in service of less than three (3) months in:</p> <ul style="list-style-type: none"> <li>(i) the office of a member of Parliament,</li> <li>(ii) the House of Commons,</li> <li>(iii) the Library of Parliament,</li> <li>(iv) the Office of the Senate Ethics Officer,</li> <li>(v) the Office of the Conflict of Interest and Ethics Commissioner; or</li> <li>(vi) a department named in Schedule I, a portion of the federal public administration named in Schedule IV, or a separate agency named in Schedule V of the Financial Administration Act.</li> </ul> <p>Notwithstanding clause 19.08, no employee shall have his currently</p>	

## UOPPS Collective Agreement

---

SPSEA	SSEA
recognized years of employment reduced by the implementation of this Article.	

## UOPPS Collective Agreement

### APPENDIX U

#### UNIFORM AND APPAREL ENTITLEMENTS

		Controlled Goods	Allocation	Consumables	Initial Distribution	Annual Distribution	Dry Cleaner
	ITEMS						
UNIFORM	Black Belt			X	1		
	Bomber Jacket 3 in 1	X			1		X
	Boots			X	3		
	Boots - Winter						
	Boots - Spring/Fall						
	Boots - Training						
	Caps - Baseball	X			2		
	Caps - Kepi	X			1		X
	Cargo Pants			X	3		X
	Fur Hat	X			1		X
	Gloves			X	1		X
	Hat Badge	X			1		
	High Visibility Vest	X			1		X
	Kepi Rain Cover			X	1		

## UOPPS Collective Agreement

	Controlled Goods	Allocation	Consumables	Initial Distribution	Annual Distribution	Dry Cleaner
Military Sweater	X			2		X
Name Tags - Material			X	2		
Neck Warmer			X	1		X
Pants - Duty		X	X	4	1	X
Windproof & Waterproof Outer Shell (Pants and Jacket)			X	1		X
Pants - Winter	X			1		X
Parka	X			1		X
Training Shirt - L/S	X			3		X
Training Shirt - S/S						
Shirts - Long Sleeve	X			12		X
Shirts - Short Sleeve						
Socks - Summer		X	X	6	6	
Socks - Winter		X	X	4	4	

## UOPPS Collective Agreement

		Controlled Goods	Allocation	Consumables	Initial Distribution	Annual Distribution	Dry Cleaner
	Pants Thermal Underwear		X	X	2	1	
	L/S Shirt - Thermal Underwear		X	X	2	1	
	Toque	X			1		X
<b>EQUIPMENT</b>	Badge + ID	X			1		
	Baton	X			1		
	Baton Holster	X			1		
	Belt Keepers	X			6		
	Bio Kit	X			1		
	Double Mag Pouch	X			1		
	Duty Belt	X			1		
	Firearm	X			1		
	Flashlight	X			1		
	Flashlight Pouch	X			1		
	Gas Mask	X			1		
	Gas Mask Carrier	X			1		
	Glasses case			X	1 On demand		

## UOPPS Collective Agreement

	Controlled Goods	Allocation	Consumables	Initial Distribution	Annual Distribution	Dry Cleaner
Glove Pouch	X			1		
Gloves - CBRN	X			1		
Gloves - Search	X			1		
Handcuff Pouch	X			1		
Handcuff	X			1		
Handcuff Key	X			1		
Holster - Gun	X			1		
Key Pouch	X			1		
Molded ear piece			X	1 On demand		
Notebook	X			1		
OC Spray	X			1		
OC Spray Pouch	X			1		
Radio	X			1		
Radio Case	X			1		
Radio Clip	X			1 On demand		
SBA - Carrier	X			2		X
SBA - Panel	X			2		
Shoulder Mic	X			1		



## UOPPS Collective Agreement

	Controlled Goods	Allocation	Consumables	Initial Distribution	Annual Distribution	Dry Cleaner
				1 On demand		
Sunglasses			X			
Surveillance Kit	X			1		
Suspenders			X	1		
Training Bag			X	1		
CEREMONIAL	Ceremonial Belt	X		1		
	Buckle - Member	X		1		
	Gloves - White		X	1		X
	Pants		X	1		X
	Shirt - White		X	1		X
	Lanyard	X		1		
	Lapel Pin	X		1		
	Name Tag - Metal	X		1		
	Tie		X	1		X
	Tie Clip	X		1		
	Tunic	X		1		X