

CANADIAN TOURISM COMMISSION
COLLECTIVE AGREEMENT

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<p>CANADIAN TOURISM COMMISSION And THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA</p>
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Article 1 Purpose

- 1.01 The purpose of this agreement is to maintain harmonious and mutually beneficial relationship between the Employer, the employee and the Institute, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.

Article 2 Interpretation and Definitions

- 2.01 For the purpose of this Agreement:
- (a) **“bargaining unit”** means the employees of the Canadian Tourism Commission (CTC as defined in the certificate issued by the Canada Industrial Relations Board on November 18, 2003 and in the certificate dated July 20, 2004, (unite de négociation),
 - (b) **“common-law partner”** refers to a person living in a conjugal relationship with an employee, including a same sex partner, for a continuous period of at least one (1) year (conjoint de fait),
 - (c) **“continuous employment”** means the period of uninterrupted term or indeterminate service in the Public Service and at the CTC for all employees hired effective January 2, 2001 and includes all uninterrupted term or indeterminate service with the CTC for all employees hired after January 2, 2001”,
 - (d) **“daily rate of pay”** means an employee’s weekly rate of pay divided by five (5) (taux de rémunération journalier),
 - (e) **“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 his position other than by reason of his being on leave (jour de repos),

- (f) “**designated paid holiday**” means the twenty-four (24) hour period commencing at 00:01 hour of a day designated as a holiday in this Agreement (jour férié désigné payé),
- (g) “**employee**” means a person in the bargaining unit appointed by the CTC in accordance with the *CTC Act*,
- (h) “**Employer**” means the Canadian Tourism Commission (CTC) and includes any person authorized to exercise the authority of the CTC,
- (i) “**headquarters area**” spans an area of 16 kms from the assigned workplace using the most direct, safe and practical road,
- (j) “**hourly rate of pay**” means a full-time employee’s weekly rate of pay divided by thirty-seven and one half (37.5) (taux de rémunération horaire),
- (k) “**Institute**” means the Professional Institute of the Public Service of Canada (Institut).
- (l) “**lay-off**” means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function (mise en disponibilité),
- (m) “**leave**” means authorized absence from duty (conge),
- (n) “**overtime**” work required by the Employer to be performed by the employee in excess of his daily hours of work (heures supplémentaires),
- (o) “**probation**” means a trial period of employment up to six months for initial hires, excluding any leave with or without pay in excess of 30 consecutive days, and includes any extensions of such,
- (p) “**time and one-half**” means one and one-half (1 1/2) times the hourly rate of pay (tarif et demi),
- (q) “**union dues**” means the dues established pursuant to the by-laws and regulations of the Institute as the dues payable by its members as a consequence of their membership in the Institute, and shall not include any initiation fee, insurance premium, or special levy (cotisations syndicales), and

(r) “**weekly rate of pay**” means an employee’s annual rate of pay divided by 52.176 (taux de rémunération hebdomadaire).

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

(a) if defined in the *Canada Labour Code*, have the same meaning as given to them in the *Canada Labour Code*;

and

(b) if defined in the *Interpretation Act*, but not defined in the *Canada Labour Code*, have the same meaning as given to them in the *Interpretation Act*.

Article 3 Application

3.01 The provisions of this Agreement apply to the Institute, employees and the CTC.

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

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

3.04 Both the English and French texts of this agreement shall be official.

Article 4 Rights of Employees

4.01 Nothing in this Agreement shall be construed as an abridgement or restriction of an employee’s constitutional rights or of any right expressly conferred in an Act of Parliament of Canada.

Article 5 Rights of Management

5.01 All the functions, rights, powers and authority which the CTC has not specifically abridged, delegated or modified by this Agreement are recognized by the Institute as being retained by the CTC.

Article 6 Hours of Work

General

- 6.01 For the purpose of this Article:
- (a) a week shall consist of seven (7) consecutive days beginning at 00:01 hour Monday and ending at 24:00 hour Sunday;
 - (b) the day is a twenty four (24) hour period commencing at 00:01 hours
 - (c) Where normal hours are to be changed so that they are different from those specified in paragraph 6.03 (d) the Employer, in advance, except in cases of emergency, will consult with the Institute on such hours or work, and in such consultation, will show that such hours are required to meet the needs of the public and/or the efficient operation of the CTC.
 - (d) Late Hour Premium

An employee who is required by the CTC to complete his work day in accordance with the provisions of paragraph 6.01(c) shall receive a Late Hour Premium of seven dollars (\$7) per hour for each complete hour scheduled and worked before 7:00 a.m. and after 6:00 p.m. The Late Hour Premium shall not apply to overtime hours.
- 6.02 Where operational requirements permit, the Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.
- 6.03 Except as provided for in clause 6.07 and 6.08:
- (a) the normal work week shall be Monday to Friday inclusive;
 - (b) an employee shall be granted two (2) consecutive days of rest during each seven (7) day period unless operational requirements do not so permit;
 - (c) the scheduled work week shall be thirty-seven and one half (37.5) hours;
 - (d) the scheduled work day shall be seven and one half (7.5) consecutive hours, exclusive of a meal period, between the hours of 7:00 a.m. and 6:00 p.m.;

- (e) upon the request of an employee and the concurrence of the Employer, an employee may work flexible hours on a daily basis so long as the daily hours amount to seven and one half (7.5).

6.04 An employee whose hours of work are changed to extend before or beyond the stipulated hours of 7 a.m. and 6 p.m., who has not received at least five (5) days' notice in advance of the starting time of such change, shall be paid for the first (1st) day worked subsequent to such change at the rate of one point five (1.5) times his/her hourly rate of pay. Subsequent days worked on the revised hours shall be paid for at the straight-time rate, subject to the overtime provisions of this Agreement and the premium provision found at 6.01(d), if applicable.

6.05 **Modified work week schedule**

Notwithstanding 6.03 a) and b), in order to meet work requirements, the normal work week of an employee can be modified, on an ad hoc basis and only by mutual consent. The work week shall not be modified for a period of more than two (2) weeks.

Variable Hours of Work

6.06 **Compressed Work Week**

- (a) Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period of other than five (5) full days provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days the employee works an average of thirty-seven and one-half (37 1/2) hours per week. If an employee requests a variation in hours that is consistent with the operational requirements, then such request shall be implemented. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every of fourteen (14), twenty-one (21) or twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for him or her.
- (b) 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.

Terms and Conditions Governing the Administration of Variable Hours of Work

6.07 The Employer and the Institute agree that for those employees to whom the provisions of clause 6.06 apply, the provisions of this Agreement which specifies days shall be converted to hours. Where this Agreement refers to a “day”, it shall be converted to seven and one half (7.5) hours. Whenever an employee changes his or her variable hours or no longer works variable hours all appropriate adjustments will be made.

6.08 For greater clarity, the following provisions of this Agreement shall be administered as provided herein:

(a) Interpretation and Definitions

“Daily rate of pay” shall not apply.

(b) Overtime

Overtime shall be compensated for all work performed in excess of an employee’s scheduled hours of work on normal working days.

(c) Designated Paid Holidays

A designated paid holiday shall account for seven and one half (7.5) hours.

(d) Travel

Overtime compensation referred to in clause 11.01 shall only be applicable on a work day for hours in excess of the employee’s daily scheduled hours of work.

(e) Leave

When leave is granted, it will be granted on an hourly basis and the hours debited for each day of leave shall be the same as the hours the employee would normally have been scheduled to work on that day.

The converted amounts are as follows:

- (i) one and two-thirds (1 2/3) days - twelve decimal five zero (12.50) hours;
- (ii) two and one-twelfth (2 1/12) days - fifteen decimal six two five (15.625) hours;
- (iii) five-twelfths (5/12) day - three decimal one two five (3.125) hours;
- (iv) two and one-half (2 1/2) days - eighteen decimal seven five (18.75) hours.

Article 7 Overtime

- 7.01 (a) As the requirement to work overtime is an exception, subject to operational requirements, the Employer will make every reasonable effort to avoid excessive continuous overtime.
- (b) The provisions of this Article do not apply where an employee attends CTC, Partner, or Agency social engagements or events unless the employee has received prior authorization and is required to attend by the Employer.
- (c) All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary actions for so refusing. An employee on standby cannot refuse to work overtime when called back to work.
- 7.02 When an employee is required by the Employer to work overtime he shall be compensated the rate of time and one-half (1½) for each hour of overtime worked.
- 7.03 All calculations for overtime shall be based on each completed period of fifteen (15) minutes.
- 7.04 **Meal Allowance**
- (a) An employee who works three (3) or more hours of overtime before or immediately following his scheduled hours of work shall be reimbursed his expenses for one (1) meal in the amount of twelve dollars (\$12.00) except where free meals are provided.

- (b) When an employee works overtime continuously extending beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of twelve dollars (\$12.00) for each additional four (4) hour period of overtime worked thereafter, except where free meals are provided.
- (c) Reasonable time with pay, to be determined by the CTC, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.

7.05 **Reporting Pay**

When an employee is required to report for work on a day of rest or a designated paid holiday, he shall be paid the greater of:

- (a)
 - (i) compensation at time and one-half (1½) for each hour of overtime worked; or
 - (ii) compensation equivalent to four (4) hours' pay at his hourly rate of pay, except that the minimum of four (4) hours' pay shall apply the first (1st) time only an employee is required to report for work during a period of eight (8) hours, starting with the employee's first (1st) reporting.
- (b) If an employee is given instructions during the workday to work non-contiguous overtime on that day and works such overtime, he shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight time, whichever is the greater.

7.06 When an employee is in a situation involving overtime and is required to report to work, he shall be reimbursed for reasonable expenses incurred for travel from the employee's residence and/or return, if necessary, as follows:

- (a) mileage allowance at the rate normally paid by the CTC when the employee travels by means of his own automobile; or
- (b) out-of-pocket expenses for other means of commercial transport.

7.07 The employees shall record starting time and finishing times of overtime in a manner prescribed by the Employer.

Article 8 Call-Back

- 8.01 An employee who is called back to work by the employer can choose to work at his residence or another location. In such instances, the employee shall be paid compensation at time and one-half (1½) rate for each hour worked.
- 8.02 (a) When an employee is called back to work, or when an employee who is on stand-by duty is called back to work, and is required to report to the workplace, he shall be entitled to the greater of:
- (i) a minimum of three (3) hours' pay at time and one-half (1½) rate; or
 - (ii) compensation at time and one-half (1½) rate for each hour worked.
- (b) When an employee is required to report to the workplace, he shall be reimbursed for reasonable expenses incurred for travel from the employee's residence and/or return, if necessary, as follows:
- (i) mileage allowance at the rate normally paid by the CTC when the employee travels by means of his own automobile; or
 - (ii) out-of-pocket expense for other means of commercial transportation.

Article 9 Standby

- 9.01 When the Employer requires an employee to be available on standby during off-duty hours an employee shall be compensated at the rate of one-half (½) hour for each four (4) hour period or portion thereof for which he has been designated as being on standby duty.
- 9.02 An employee on standby who is called in to work by the Employer and who reports for work shall be compensated in accordance with Article 8, Call-Back.
- 9.03 An employee required to be on standby duty shall be available during his period of standby at a known telephone number and be able to return for duty as quickly as possible if called. In designating

employees for standby, the Employer will endeavour provide for the equitable distribution of standby duties.

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

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

Article 10 Designated Paid Holidays

10.01 Subject to clause 10.02 below, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) BC Family Day,
- (c) Good Friday,
- (d) Easter Monday,
- (e) Victoria Day
- (f) Canada Day,
- (g) Civic holiday, the first (1st) Monday in August,
- (h) Labour Day,
- (i) Thanksgiving Monday
- (j) Remembrance Day,
- (k) Christmas Day,
- (l) Boxing Day,
- (m) One additional day when proclaimed by an Act of Parliament as a National Holiday

10.02 An employee absent without pay on both his full working day immediately preceding and his full working day immediately following a designated paid holiday, is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 31 Leave for Staff Relations Matters.

10.03 Designated Paid Holiday Falling on a Day of Rest

When a day designated as a paid holiday under clause 10.01 above coincides with an employee's day of rest, the holiday shall be moved to the employee's first (1st) normal working day following his day of rest. When a day that is a designated holiday is so moved to a day on which

the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

10.04 When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause 10.03 above:

(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.

10.05 **Compensation for Work on a Paid Holiday**

Compensation for work on a paid holiday will be in accordance with Article 7 - Overtime.

10.06 **Designated Paid Holiday Coinciding with a Day of Paid Leave**

Where a day that is a designated paid holiday for an employee coincides with a day of leave with pay or is moved as a result of the application of clause 10.03 above, the designated paid holiday shall not count as a day of leave.

Article 11 Travelling Time

11.01 When the Employer requires an employee to travel outside the employee's headquarters area 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 the employee's regular pay for the day.

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

(i) regular pay for the day for a combined period of travel and work not exceeding seven and one-half (7 1/2) hours, and

- (ii) additional travel time in excess of a seven and one-half (7 1/2) hour period of work and travel, paid at time and one-half (1 1/2), with a maximum payment of eight (8) hours of overtime in any day.
 - (c) On a day of rest or on a designated paid holiday, the employee shall be paid at time and one-half (1 1/2) for hours travelled to a maximum of eight (8) hours of overtime in any day.
- 11.02 For the purpose of clause 11.01 above, the travelling time for which an employee shall be compensated is as follows:
- (a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the CTC.
 - (b) For travel by private means of transportation, the normal time as determined by the CTC, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or work place.
 - (c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the CTC may authorize such alternate arrangements in which case compensation for travelling time shall not exceed that which would have been payable under the CTC's original determination.
- 11.03 All calculations for travelling time shall be based on each completed period of fifteen (15) minutes.
- 11.04 Travelling time shall include time necessarily spent at each stop-over en route up to a maximum of five (5) hours provided that such stop-over does not include an overnight stay.
- 11.05 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars unless the employee is required to attend by the Employer.
- 11.06 **Travel Status Leave**
- (a) An employee who is required to travel outside his or her headquarters area on CTC business, as these expressions are defined by the Employer, and is away from his permanent

residence for thirty (30) nights during a fiscal year shall be granted one (1) day off with pay. The employee shall be credited with one (1) additional day off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) additional nights.

- (b) The maximum number of days off earned under this clause shall not exceed five (5) days in a fiscal year and shall accumulate as compensatory leave with pay.
- (c) This leave with pay is deemed to be compensatory leave and is subject to Article 12.
- (d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars unless the employee is required to attend by the Employer.

Article 12 Compensatory leave

- 12.01 Upon application by the employee, compensation earned under clause 7, (Overtime), 8 (Call back) and 11 (Travelling Time) may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in these Articles. The scheduling of compensatory leave is subject to the mutual agreement of the employee and the CTC. Compensatory leave earned in a fiscal year and outstanding on July 31 of the next following fiscal year shall be paid at the employee's daily rate of pay on December 31 of the year in which it was earned.
- 12.02 When a payment is being made as a result of the application of this Article, the CTC will endeavour to make such payment within four (4) weeks following the end of the pay period for which the employee requests payment, or, if payment is required to liquidate compensatory leave outstanding on July 31, the CTC will endeavour to make such payment within four (4) weeks of the commencement of the first (1st) pay period after July 31.

Article 13 Leave General

- 13.01 An employee is entitled to receive a year-end report, once in each fiscal year, representing her/his balance of vacation and sick leave.

Also, upon request, an employee is entitled to be informed of the employee's balance of vacation or sick leave.

- 13.02 An employee shall not be granted two (2) different types of leave with pay in respect of the same period of time.
- 13.03 An employee is not entitled to leave with pay during periods the employee is on leave without pay or under suspension.
- 13.04 When an employee, who has been granted more vacation or sick leave with pay than has been earned, is laid-off or dies, the employee is considered to have earned the amount of leave with pay that has been granted to that employee.
- 13.05 In the event of termination of employment for reasons other than death or lay-off, the CTC shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the substantive position occupied by the employee on the date of the termination of his employment.
- 13.06 When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.
- 13.07 In respect to application for leave made pursuant to Article 16, 17 and 18 inclusively, the employee may be required to provide satisfactory validation of the circumstances necessitating such requests.
- 13.08 The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his religious obligations.

Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave or leave without pay for other reasons in order to fulfill their religious obligations.

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

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

- 13.09 Employees may be required to submit monthly attendance reports including all leaves.

Article 14 Vacation Leave

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

14.02 Accumulation of Vacation Leave Credits

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

- (a) **9.375 hours** until the month in which the employee's **third (3rd)** anniversary of service occurs;
- (b) **10 hours** commencing the month in which the employee's **third (3rd)** anniversary of service occurs;
- (c) **10.625 hours** commencing the month in which the employee's **fourth (4th)** anniversary of service occurs;
- (d) **11.875 hours** commencing the month in which the employee's **fifth (5th)** anniversary of service occurs;
- (e) **12.5 hours** commencing the month in which the employee's **sixth(6th)** anniversary of service occurs;
- (f) **13.125 hours** commencing the month in which the employee's **seventh (7th)** anniversary occurs
- (g) **13.75 hours** commencing the month in which the employee's **eight (8th)** anniversary of service occurs;
- (h) **14.375 hours** commencing the month in which the employee's **ninth (9th)** anniversary of service occurs;
- (i) **15 hours** commencing the month in which the employee's **tenth (10th)** anniversary of service occurs;

- (j) **15.625 hours** commencing the month in which the employee's **eleventh (11th)** anniversary of service occurs;
- (k) **16.25 hours** commencing the month in which the employee's **twelfth (12th)** anniversary of service occurs;
- (l) **16.875 hours** commencing the month in which the employee's **thirteenth (13th)** anniversary of service occurs;
- (m) **17.5 hours** commencing the month in which the employee's **sixteenth (16th)** anniversary of service occurs;
- (n) **18.125 hours** commencing the month in which the employee's **nineteenth (19th)** anniversary of service occurs;
- (o) **18.75 hours** commencing with the month in which the anniversary of the employee's **twentieth (20th)** anniversary of service occurs;
- (p) **20 hours** commencing with the month in which the anniversary of the employee's **twenty second (22nd)** anniversary of service occurs.

Years of service	Days of leave
1-2	15
3	16
4	17
5	19
6	20
7	21
8	22
9	23
10	24
11	25
12	26
13-15	27
16-18	28
19	29

20	30
22	32

14.03 Entitlement to Vacation Leave With Pay

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

14.04 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 he has proceeded on vacation leave.
- (c) The Employer shall give an employee as much notice as is practicable and reasonable of approval, denial or cancellation of a request for vacation. In the case of denial, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.

14.05 Replacement of Vacation Leave

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

- (a) is granted Bereavement Leave, or
- (b) is granted Leave With Pay because of illness in the immediate family, or
- (c) is granted Sick Leave on production of a medical certificate, or
- (d) is granted Court Leave in accordance with clause 17.05,

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.

14.06 Carry-Over and Liquidation of Vacation Leave

- (a) Where in any vacation year all of the vacation leave credited to an employee has not been scheduled, the employee may carry over into the following vacation year up to a maximum of thirty-five (35) days credits. All vacation credits in excess of thirty-five (35) days will be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in his letter of appointment of his substantive position on the last day of the vacation year.
- (b) 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 in cash at the employee's daily rate of pay as calculated from the classification prescribed in his letter of appointment of his substantive position on December 31st, of the previous vacation year.

14.07 Recall From Vacation Leave

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

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

14.08 The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under clause 14.07 above to be reimbursed for reasonable expenses incurred by him.

14.09 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.

14.10 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 pay entitlement and shall be recovered in full prior to any further payment of salary.

14.11 Leave When Employment Terminates

When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid the number of days of earned but unused vacation leave with pay to his credit using the daily rate of pay as calculated from the classification prescribed in his letter of appointment on the date of the termination of employment.

14.12 Recovery on Termination

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

14.13 Appointment to a Separate Employer

Notwithstanding clause 14.11, an employee who resigns to accept an appointment with an organization listed in Part II of Schedule I of the *Public Service Staff Relations Act* may choose not to be paid for unused vacation leave credits, provided that the appointing organization will accept such credits.

- 14.14 (a) Employees shall be credited a one-time entitlement of thirty-seven and a half (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service
- (b) The vacation leave credits provided in paragraphs 14.14(a) above shall be excluded from the application of clause 14.06

Article 15 Sick leave and Injury on Duty Leave

15.01 Sick Leave

Credits

An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which the employee receives pay for at least ten (10) days.

15.02 An employee shall be granted sick leave with pay when the employee is unable to perform the employee's 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.

15.03 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 the employee's duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 15.02(a) above.

15.04 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.

15.05 a) Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 15.02 above, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to twenty-five (25) days, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for reasons other than death or lay-off, the recovery of the advance from any monies owed the employee.

- b) The Employer may for good and sufficient reason, advance sick leave credits to an employee when a previous advance has not been fully reimbursed.

15.06 An employee whose employment was terminated by reason of lay-off and who is subsequently reappointed to the CTC within one year from the date of the lay-off shall be credited with the amount of sick leave credits the employee had earned but unused up to the date of lay-off.

15.07 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.

15.08 The Employer agrees that an employee recommended for release due to incapacity by reason of ill-health shall not be released at a date earlier than the date at which the employee will have utilized the employee's accumulated sick leave credits.

15.09 **Injury on Duty Leave**

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

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

If the employee agrees to pay to the Receiver General of Canada any amount received for loss of wages in settlement of any claim the employee may have in respect of such injury, sickness or exposure, providing, however, that such amount does not stem from a personal disability policy for which the employer or the employee's agent paid the premium.

15.10 An employee unable to report for duty due to illness or injury must notify his or her immediate supervisor of the absence as soon as

possible. Upon return to duty, the employee must complete and submit to the supervisor an Application for leave form and any required documentation pursuant to 15.02a), 15.03 and 15.07.

- 15.11 When within a fiscal year, an employee has used the hours provided for medical and dental appointments under 17.02(e) (i), sick leave credits up to 37.5 hours can be used for an employee own medical and dental appointments.

Article 16 Maternity and Parental Leave

16.01 Maternity-related Reassignment or Leave

- (a) An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child.
- (b) An employee's request under this clause must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.
- (c) An employee who has made a request under this clause is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
 - (i) modifies her job functions or reassigns her, or
 - (ii) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- (d) Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.

- (e) Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.
- (f) An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

16.02 Medical Appointment for Pregnant employees

- (a) Up to four (4) hours of leave with pay will be granted to pregnant employees for the purpose of attending each routine medical appointments.
- (b) Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

16.03 Maternity Leave Without Pay

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):
 - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized, or
 - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of seventeen (17) weeks.

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 15, Sick Leave and Injury on duty Leave. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 15, Sick Leave and Injury on duty Leave, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

16.04 **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 paragraphs (c) to (i), provided that she:

- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
- (ii) provides the Employer with proof that she has applied for and is in receipt of maternity benefits pursuant to Section 22 of the Employment Insurance Act in respect of insurable employment with the Employer, and
- (iii) has signed an agreement with the Employer stating that:
 - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
 - (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the CTC Pension Plan, she will be indebted to the Employer for an amount determined as follows:
 - (allowance received)
 - X
 - (remaining period to be worked following her return to work)
 - [total period to be worked as specified in B]

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

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for the waiting period, less any other monies earned during this period, and
 - (ii) for each week that the employee receives a maternity benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance maternity benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 16.04(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance maternity benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.

- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

16.05 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 16.04(a)(ii) solely because a concurrent entitlement to benefits under the CTC Long Term Disability Insurance Plan (LTD Plan) or via the *Government Employees Compensation Act*, prevents her from receiving Employment Insurance pregnancy benefits, and

(ii) has satisfied all of the other eligibility criteria specified in paragraph 16.04(a), other than those specified in sections (A) and (B) of subparagraph 16.04(a) (iii) shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the LTD Plan or via the *Government Employees Compensation Act*.

(b) An employee shall be paid an allowance under this clause and under clause 16.04 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

16.06 **Parental Leave Without Pay**

(a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.

(b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period beginning on the day on which the child comes into the employee's care.

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

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

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

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

- (d) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- (e) The Employer may:
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (f) Parental leave without pay taken by a couple employed at the CTC shall not exceed a total of sixty-three (63) weeks for both individuals combined.
- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

16.07 **Parental Allowance**

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan

described in paragraphs (c) to (j) or paragraphs (d) to (j), providing he or she:

- (i) has completed six (6) months of continuous employment before the commencement of the parental leave without pay,
- (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental benefits pursuant to the *Employment Insurance Act* in respect of insurable employment with the Employer, and
- (iii) has signed an agreement with the Employer stating that:
 - (A) the employee will return to work on the expiry date of his parental leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) following his return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, up to a maximum of 35 weeks, in addition to the period of time referred to in section 16.04(a)(iii)(B), if applicable;
 - (C) should he fail to return to work in accordance with section (A) or should he return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the CTC Pension Plan, he will be indebted to the Employer for an amount determined as follows:
 - (allowance received)
 - X
 - (remaining period to be worked following his/her return to work)

[total period to be worked as specified in (B)]

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

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

(c) **Parental Allowance – Employment Insurance Benefits 35-Week Option**

Parental Allowance payments made in accordance with the SUB Plan for an employee who elects to receive Employment Insurance parental leave benefits for thirty-five (35) weeks will consist of the following:

- (i) where an employee is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his weekly rate of pay for the waiting period, less any other monies earned during this period;
- (ii) other than as provided in subparagraph (iii) below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act* as amended from time to time, the difference between the gross weekly amount of the Employment Insurance parental benefits he is eligible to receive and ninety-three per cent (93%) of his weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he would have been eligible if no extra monies had been earned during this period;
- (iii) where the employee becomes entitled to an extension of parental benefits pursuant to the *Employment*

Insurance Act, the parental allowance payable under the SUB Plan described in subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under the *Employment Insurance Act*.

(d) **Parental Allowance – Employment Insurance Benefits 61-Week Option**

Parental Allowance payments made in accordance with the SUB Plan for an employee who elects to receive Employment Insurance parental leave benefits for sixty-one (61) weeks will consist of the following:

- (i) where an employee is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-four decimal seventy-five per cent (54.75%) of his weekly rate of pay for the waiting period, less any other monies earned during this period;
- (ii) other than as provided in subparagraph (iii) below, for each week in respect of which the employee receives parental benefits pursuant to the *Employment Insurance Act* as amended from time to time, the difference between the gross weekly amount of the Employment Insurance parental benefits he is eligible to receive and fifty-four decimal seventy-five per cent (54.75%) of his weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he would have been eligible if no extra monies had been earned during this period.
- (iii) where the employee becomes entitled to an extension of parental benefits pursuant to the *Employment Insurance Act*, the parental allowance payable under the SUB Plan described in subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under the *Employment Insurance Act*.

- (e) At the employee's request, the payment referred to in subparagraph 16.07(c)(i) or subparagraph 16.07(d)(i) will be estimated and advanced to the employee. Adjustments will be

made once the employee provides proof of receipt of EI parental benefits.

- (f) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) or paragraph (d) and an employee will not be reimbursed for any amount that he is required to repay pursuant to the *Employment Insurance Act*.

- (g) The weekly rate of pay referred to in paragraph (c) or paragraph (d) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;

 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full time during such period.

- (h) The weekly rate of pay referred to in paragraph (g) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.

- (i) Notwithstanding paragraph (h), and subject to subparagraph (g)(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.

- (j) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.

- (k) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

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

- (a) An employee who:
- (i) fails to satisfy the eligibility requirement specified in subparagraph 16.07(a)(ii) solely because a concurrent entitlement to benefits under the Long-Term Disability Insurance Plan (LTD) or via the *Government Employees Compensation Act*, prevents the employee from receiving Employment Insurance parental benefits, and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 16.07(a), other than those specified in sections (A) and (B) of subparagraph 16.07(a)(iii),

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

- (b) An employee shall be paid an allowance under this clause and under clause 16.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the *Employment Insurance Act*, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

16.09 **Term Employees**

- (a) A Term Employee must agree that following his return to work he will work for the CTC for a period equal to the period that he is in receipt of the maternity/parental allowance.
- (b) A Term Employee will receive the maternity/parental allowance for a period of time equal to the period between his return to work date and the termination date of his current term appointment provided he fulfills the other respective conditions as described in sections 16.04 (a) and 16.07 (a).
- (c) If his term appointment is extended, he will be eligible to receive the maternity/parental allowance corresponding to the period of time by which his employment is extended from his

current termination date and the period of his maternity/parental LWOP for which he did not receive a maternity/parental allowance.

- (d) If an employee in receipt of the maternity or parental allowance does not fulfil the back-to-work requirements as described in section (a), he will be required to repay the CTC an amount as determined by the formula in sections 16.04 (a)(iii)(C) and 16.07(a)(iii)(C) respectively.

Article 17 Other Leave With Pay

17.01 Bereavement Leave

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

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of five (5) working days. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death. The parties recognize that to accommodate an employee's personal circumstances, the five (5) days can be divided in 2 leave periods.
- (b) An employee is entitled to two (2) days bereavement leave with pay for the purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraphs 17.01(a) and 17.01(b), the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (d) 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 President or designate may, after considering the particular circumstances involved, grant leave with pay for a period greater and/or in a manner different than that provided for in paragraphs 17.01(a) and 17.01(b).

17.02 Leave With Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse (or common-law partner resident with the employee); children (including foster children or children of spouse or common-law partner); parents (including step-parents or foster parents); or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) An employee is expected to make every reasonable effort to schedule his appointments to minimize or preclude his absence from work.
- (c) An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible.
- (d) The total leave with pay which may be granted under this article shall not exceed thirty seven and a half (37.5) hours in a fiscal year.
- (e) The Employer shall grant leave with pay under the following circumstances:
 - (i) employees own medical and dental appointments.
 - (ii) when alternate arrangements are not possible an employee shall be granted leave for a medical or dental appointment when the dependent family member is incapable of attending the appointment by himself, or for appointments with appropriate authorities in schools or adoption agencies.
 - (iii) to provide for the immediate and temporary care of a sick or elderly member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;

- (iv) needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;
 - (v) to provide for the immediate and temporary care of a child where, due to unforeseen circumstances, usual childcare arrangements are unavailable or there is an unforeseen school closure;
 - (vi) up to twenty-two decimal five (22.5) hours for the following circumstances that cannot be scheduled outside of work hours:
 - School function;
 - Appointment with legal advisor;
 - Appointment with a financial advisor;
 - Emergency veterinary appointment;
 - Appointment with a religious advisor;
 - Home or vehicle emergency;
 - Appointment for the maintenance of home;
 - Moving.
- (f) Under no circumstances shall there be carry-over of such leave to another fiscal year.

17.03 **Volunteer Leave**

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, one (1) day of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

The leave will be scheduled at times convenient both to the employee and the Employer. Under no circumstances shall there be carry-over of such leave to another fiscal year.

17.04 **Personal Leave**

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

The leave will be scheduled at times convenient to both the employee and the Employer. Under no circumstances shall there be carry-over of such leave to another fiscal year.

17.05 Court Leave With Pay

The Employer shall grant leave with pay to an employee for the period of time the employee 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;
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

17.06 Examination Leave

Leave with pay to take examinations or defend dissertations may be granted by the CTC to an employee who is not on education leave. Such leave will be granted only where, in the opinion of the CTC, the course of study is directly related to the employee's duties or will improve the employee's qualifications.

17.07 Leave With Pay for Other Reasons

At its discretion, the Employer may grant:

- (i) leave with pay when circumstances not directly attributable to the employee prevent his reporting for duty; such leave shall not be unreasonably withheld;
- (ii) leave with pay for purposes other than those specified in this Agreement

Article 18 Other leave without Pay

18.01 Leaves Without Pay for Personal Needs

- (a) Leave without pay for personal needs may be granted at the discretion of the employer subject to operational requirements. In this clause, "personal needs" shall include a need for leave due to the employee's personal circumstances including, but not limited to, the need to care for members of the employee's immediate family and the need to take leave by reason of the relocation of the employee's spouse.
- (b) Leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and from the calculation of "service" for the purpose of calculating vacation leave.
- (c) For the purpose of a request for leave under this provision to care for members of the employee's immediate family, "family" is defined as spouse (or common-law spouse or same-sex partner resident with the employee), children (including foster children or children of spouse or common-law spouse or same-sex partner) parents (including stepparents or foster parent) or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (d) If the leave granted under this clause is for a period of three (3) months or less, upon returning from leave, the CTC shall reinstate the employee to the position the employee most recently held, if it still exists, or if it does not exist, to a comparable vacant position for which the employee has the required experience, knowledge and qualifications. If no such position exists, the employee shall be entitled to the provisions outlined in Article 32.03 e).

- (e) If the leave granted under this clause is for a period of more than three (3) months and one (1) year or less, upon returning from leave, the CTC shall reinstate the employee to the position the employee most recently held, if it still exists, or if it does not exist, to a comparable vacant position for which the employee has the required experience, knowledge and qualifications. If no such position exists, the employee shall be entitled to a lump sum payment of one week's pay per year of service. The employee will be considered as having been terminated for loss of work and shall have no further entitlements under this agreement.

- (f) If the leave granted under this clause is for a period of more than one (1) year, upon returning from leave, the CTC shall reinstate the employee to any vacant position which arises during the twelve (12) month period following the employee's return from leave for which the employee has the required experience, knowledge and qualifications. During this period, the employee shall be notified by email at the last email address provided to Human Resources of every available vacancy at a similar or lower level. An employee may decline to accept a vacancy in a determinate position without losing rights under this article. An employee who accepts a vacancy in a determinate position will retain the right to receive recall notice to any indeterminate vacancy that may arise. Should no such vacant position arise, the employee will be considered as having been terminated for loss of work and shall have no further entitlements under this agreement.

18.02 Compassionate Care Leave Without Pay

- (a) Compassionate care leave without pay shall be granted in accordance with the *Canada Labour Code*, as amended from time to time.

- (b) An employee shall be granted leave without pay from employment for a period of up to twenty-eight (28) weeks to provide care or support to a family member if a qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from either:
 - (i) the day the certificate is issued; or
 - (ii) if the leave was commenced before the certificate was issued, the day the leave was commenced.

- (c) The Employee shall notify the Employer in writing, as far in advance as possible, but not less than two (2) weeks of the commencement date of such leave, unless because of urgent or unforeseeable circumstances, such notice cannot be given.
- (d) Upon request, a copy of the medical certificate referred to in Article 18.02 (b) shall be provided to the Employer as proof that the ill family member needs care or support and is at significant risk of death within 26 weeks.
- (e) A leave of absence under this article may only be taken during the period as prescribed by the *Canada Labour Code*, as amended from time to time.
- (f) The Employer will continue to ensure coverage and to pay the Employer's share of contributions to the pension plan and benefit plans provided the employee continues to pay his or her share of the contributions to these plans.
- (g) Upon returning from leave, the Employer shall reinstate the employee to the position the employee most recently held, if it still exists, or if it does not exist, to a comparable vacant position for which the employee has the required experience, knowledge and qualifications.
- (h) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating the lump sum payment under Article 32.03 (e) and "service" for the purpose of calculating vacation leave.

18.03 Critically Ill Child Leave Without Pay

- (a) Critically Ill Child Leave without pay shall be granted in accordance with the *Canada Labour Code*, as amended from time to time.
- (b) An employee shall be granted leave without pay from employment for a period of up to thirty-seven (37) weeks to provide care or support to his or her child. A "critically ill child" is a person under 18 years of age, on the day the leave begins, whose health has changed and whose life is at risk as a result of an illness or injury (as defined under the Employment Insurance Regulations) if a qualified medical practitioner issues a certificate stating that the child is critically

ill or injured and requires the care or support of one or more of his or her parents.

- (c) The Employee shall notify the Employer in writing, as far in advance as possible, but not less than two (2) weeks of the commencement date of such leave, unless because of urgent or unforeseeable circumstances, such notice cannot be given.
- (d) Upon request, a copy of the medical certificate referred to in Article 18.03 (b) shall be provided to the Employer as proof that the child is critically ill or injured and requires the care or support of one or more of his or her parents.
- (e) A leave of absence under this article may only be taken during the period as prescribed by the Canada Labour Code, as amended from time to time.
- (f) The Employer will continue to ensure coverage and to pay the Employer's share of contributions to the pension plan and benefit plans provided the employee continues to pay his or her share of the contributions to these plans.
- (g) Upon returning from leave, the Employer shall reinstate the employee to the position the employee most recently held, if it still exists, or if it does not exist, to a comparable vacant position for which the employee has the required experience, knowledge and qualifications.
- (h) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating the lump sum payment under Article 32.03 (e) and "service" for the purpose of calculating vacation leave.

18.04 Critically Ill Child Care and Compassionate Care Allowance

- (a) An employee who has been granted Critically Ill Child Leave or Compassionate Care Leave without pay ("Leave") shall be paid an Allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (h), provided that he or she:
 - (i) has completed six (6) months of continuous employment before the commencement of the leave without pay,

- (ii) provides the Employer with proof that he or she has applied for and is in receipt of Employment Insurance (EI) special benefits for Parents of Critically Ill Children or Compassionate Care Leave (“EI Benefits”) pursuant to the Employment Insurance Act in respect of insurable employment with the Employer, and
- (iii) has signed an agreement with the Employer stating that:
 - (A) the employee will return to work on the expiry date of his or her Leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the Allowance,
 - (C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the CTC Pension Plan, he or she will be indebted to the Employer for an amount determined as follows:

(Allowance received)

X

(remaining period to be worked following his/her return to work)

[total period to be worked as specified in (B)]

however, an employee whose specified period of employment expired and who is rehired within a period of five (5) days or less is not indebted for the amount if his or her

new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period before receiving EI Benefits, seventy-five per cent (75%) of his or her weekly rate of pay for the waiting period, less any other monies earned during this period, and
 - (ii) for the period that the employee receives EI Benefits pursuant to the Employment Insurance Act, the Employer shall pay the difference between the gross weekly amount of the EI Benefits the employee is eligible to receive and seventy-five per cent (75%) of his or her weekly rate of pay up to a maximum period of eight (8) weeks, less any other monies earned during this period which may result in a decrease in EI Benefits to which he or she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 18.04(c) (i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI Benefits.
- (e) The Allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the 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 the Leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for his or her substantive level to which he or she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of the Leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate he or she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the Allowance, the allowance shall be adjusted accordingly.
- (j) Allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or the lump sum payment under Article 32.03 (e).

18.05 Leave Without Pay for Other Reasons

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

Article 19 Career Development

19.01 General

The parties recognize that in order to maintain and enhance professional expertise, employees, from time to time, need to have an opportunity to attend or participate in career development activities described in this Article.

19.02 **Education Leave Without Pay**

- (a) An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable him to fill his present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

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

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

- (d) As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:
 - (i) fails to complete the course,
 - (ii) does not resume employment with the Employer on completion of the course,or
 - (iii) ceases to be employed, except by reason of death, disability, illness or lay-off, before termination of the period he has undertaken to serve after completion of the course,

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

19.03 Attendance at Conferences and Conventions

- (a) Career development refers to an activity which is likely to be of assistance to the individual in furthering his career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
 - (i) a course given by the Employer;
 - (ii) a course offered by a recognized academic institution;
 - (iii) a course, seminar, convention or study session in a specialized field directly related to the employee's work.
- (b) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- (c) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions that are related to his field of specialization, subject to operational requirements.
- (d) The Employer may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- (e) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.
- (f) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his field of employment, may be granted leave with pay for this purpose and may, in

addition, be reimbursed payment of convention or conference registration fees and reasonable travel expenses.

- (g) An employee shall not be entitled to any compensation under Article 7 Overtime, and 11 Travelling Time, in respect of hours the employee is in attendance at or travelling to or from a conference or convention under the provisions of this clause.

19.04 **Professional Development**

- (a) The parties to this Agreement share a desire to improve professional standards by giving the employees the opportunity-on occasion:
 - (i) to participate in workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields, to acquire profession specific credits required to complete or maintain current licensing/registration standards,
 - (ii) to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer, or
 - (iii) to carry out research in the employee's field of specialization not specifically related to his assigned work projects when in the opinion of the Employer such research is needed to enable the employee to fill his present role more adequately.
- (b) Subject to the Employer's approval, an employee shall receive leave with pay in order to participate in the activities described in paragraph 19.04 (a) above.
- (c) An employee may apply at any time for professional development under this clause, and the Employer may select an employee at any time for such professional development.
- (d) When an employee is selected by the Employer for professional development under this clause the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- (e) An employee selected for professional development under this clause shall continue to receive his normal compensation

including any increase for which he may become eligible. The employee shall not be entitled to any compensation under Articles 7, Overtime, and 11, Travelling Time, while on professional development under this clause.

- (f) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

19.05 **Selection Criteria**

- (a) The Employer shall establish selection criteria for granting leave under clauses 19.02, 19.03 and 19.04. Upon request, a copy of these criteria will be provided to an employee and/or the Institute Representative.
- (b) All applications for leave under clauses 19.02 through 19.04 will be reviewed by the Employer. A list of names of the applicants to whom the Employer grants leave under clauses 19.02 through 19.04 will be provided to the Institute.
- (c) The CTC will endeavour to provide for the equitable distribution of career development opportunities/activities.

Article 20 Severance Pay

20.01 **Vacation Leave Credits for Severance Pay**

Where the employee requests, the Employer shall grant the employee's unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of lay-off.

20.02 **Severance benefits**

Under the following circumstances and subject to clause 20.03, an employee shall receive severance benefits calculated on the basis of his weekly rate of pay:

- (a) Rejection on Probation

An employee who is terminated while on probation, shall be granted notice of termination and/or severance pay in compliance with the provisions of the *Canada Labour Code*.

(b) Retirement

Subject to article 20.02 (f), on retirement, when an employee is entitled to an immediate annuity or to an immediate annual allowance under the Public Service Superannuation Act and/or the CTC Pension Plan, 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 three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

(c) Death

If an employee dies while employed at the CTC, 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 three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

(d) Termination for Cause for Reasons of Incapacity

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 pursuant to Section 11(2) (g) of the Financial Administration Act, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

(e) Resignation

Subject to Article 20.02 (f), on resignation, subject to paragraph 20.02 (b) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment and, in the case of

partial year of continuous employment, one-half (1/2) week's pay multiplied by the number of days of continuous employment divided by three years with a maximum benefit of thirteen (13) week's pay.

- (f)
 - 1. Articles 20.02 b) and 20.02 (e) shall not apply to employees hired after August 24, 2011.
 - 2. Employees hired after August 1, 2005 but on or before August 24, 2011, shall cease to accumulate continuous employment service for the purpose of Article 20.02 b) effective August 24, 2011. These employees shall be entitled to a severance payment in accordance with article 20.02 b) based on their continuous service accumulated to August 24, 2011, provided they meet the entitlement criteria at the time of retirement.
 - 3. Articles 20.02 (e) shall not apply to employees hired after August 1, 2005.
 - 4. Articles 20.02 (b) and 20.02 (e) shall continue to apply to all employees hired on or before August 1, 2005

20.03 The period of continuous employment used in the calculation of 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, whether at the CTC or as part of the Public Service. Under no circumstances shall the maximum severance pay provided under clause 20.02 be pyramided.

- (a) The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in his letter of appointment, immediately prior to his termination.
- (b) Notwithstanding paragraph 20.03 (a), where an employee has been in an acting position for more than one (1) year at the time of severance, the rate of pay used to determine the employee's severance pay is the employee's acting rate of pay.

20.04 Notwithstanding paragraph 20.02 (e) above, an employee who resigns to accept an appointment with one of the organizations in the core Federal Public Administration, Separate Employers or Federal Crown Corporations may choose not to be paid severance pay provided that

the appointing organization will accept the employee's service for its severance pay entitlement.

- 20.05 An employee may elect to have severance pay paid in two installments over a one year period.

Article 21 Reclassification and Statement of Duties

- 21.01 If, during the term of this Agreement, a new classification standard is established and implemented by the Employer, the Employer shall, before applying rates of pay to the new levels resulting from the application of the standard, negotiate with the Institute the rates of pay and the rules affecting the pay of employees on their movement to the new levels.
- 21.02 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his position, including the classification level and, where applicable, the point rating allotted by factor to his position, and an organization chart depicting the position's place in the organization.
- 21.03 When the Employer reclassifies a position to a lower level position, an employee shall maintain his existing salary until the position is vacated or the maximum salary of the reclassified level becomes greater than the employee's existing protected salary.
- 21.04 Where an employee's salary is protected under this Article, the employee shall remain eligible for Pay for Performance lump sum payment as set out in Appendix A.

Article 22 Registration Fees

- 22.01 Upon receipt of proof of payment, the CTC shall reimburse an employee his annual membership or registration fees paid to an accredited organization or governing body, when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.
- 22.02 When the payment of such fees is not a requirement for the continuation of the performance of the duties of an employee's position, but relevant to the employee's profession, the CTC shall reimburse the employee, upon receipt of proof of payment, for his annual membership or registration fees paid to an accredited organization or governing body. Reimbursement will not include

insurance fees, initiation fees, supplementary levies or fees, retroactive fees or fees prior to the date of the signing of this agreement.

Article 23 Immunization

23.01 The CTC shall reimburse employee for the costs of immunization against communicable diseases not covered by the government health plan or the CTC health insurance plan where there is a risk of incurring such diseases in the performance of the employee's duties.

Article 24 Technological Change

24.01 The parties have agreed that in cases where as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the CTC shall make every reasonable effort to reassign affected employees. In all other cases the following will apply.

24.02 In this Article "Technological Change" means:

(a) the introduction by the CTC of equipment or material of a different nature than that previously utilized;

and

(b) a change in the CTC's operation directly related to the introduction of that equipment or material.

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

24.04 The CTC agrees to provide as much advance notice as practicable but, except in cases of emergency, not less than one hundred and eighty (180) days written notice to the Institute 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.

- 24.05 The written notice provided for in clause 24.04 will provide the following information:
- (a) the nature and degree of change;
 - (b) the anticipated date or dates on which the CTC plans to effect change;
 - (c) the location or locations involved.
- 24.06 As soon as reasonably practicable after notice is given under clause 24.04, the CTC shall consult meaningfully with the Institute concerning the effects of the technological change referred to in clause 24.04 on each group of employees. Such consultations will include but not necessarily be limited to the following:
- (a) The appropriate number, class and location of employees likely to be affected by the change.
 - (b) The effect the change may be expected to have on working conditions or terms and conditions of employment of employees.
- 24.07 When, as a result of technological change, the CTC determines that an employee requires new skills or knowledge in order to perform the duties of his substantive position, the CTC will make every reasonable effort to provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

Article 25 Safety and Health

- 25.01 The CTC shall continue to make all reasonable provisions for the occupational safety and health of employees. The CTC will welcome suggestions on the subject from the Institute and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury or occupational illness.

Article 26 Recognition

- 26.01 The Employer recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate issued by the Canada Industrial Relations Board on July 20, 2004 covering employees of the AS, CR, GT and IS groups. The bargaining unit is described as follows:

“all employees of the Canadian Tourism Commission (CTC) in Canada and posted abroad, excluding locally employees hired outside of Canada pursuant to section 28 of the Act to establish the CTC, employees in the PG, CS, FI, ES and CO groups and HR assistant, HR officers, HR managers, special advisor to the President and CEO, executive administrative assistant to the President and CEO, executive assistant to Senior Vice President Marketing and Sales, manager of Board Affairs, director of HR Operations, director of Communications, executive directors and those above the level of executive directors”

- 26.02 The Employer also recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate issued by the Canada Industrial Relations Board on November 18, 2003 covering employees of the PG, CS, FI, ES and CO groups. The bargaining unit is described as follows:

“all employees of the Canadian Tourism Commission (CTC) in Canada and posted abroad, excluding locally employees hired outside of Canada pursuant to section 28 of the Act to establish the CTC, employees in the AS, CR, GT, and IS groups and HR assistant, HR officers, HR managers, special advisor to the President and CEO, executive administrative assistant to the President and CEO, executive assistant to Senior Vice President Marketing and Sales, manager of Board Affairs, director of HR Operations, director of Communications, executive directors and those above the level of executive directors”

- 26.03 The Employer recognizes that it is a proper function and a right of the Institute to bargain with a view to arriving at a Collective Agreement and the Employer and the Institute agree to bargain in good faith, in accordance with the provisions of the *Canada Labour Code*.

Article 27 Check Off – Union dues

- 27.01 The CTC will as a condition of employment deduct an amount equal to the amount of the 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 under this Article the CTC shall not be obligated to make such deductions for that month from subsequent salary.

- 27.02 The Institute shall inform the CTC in writing of the authorized monthly deduction to be checked off for each employee defined in clause 27.01
- 27.03 For the purpose of applying clause 27.01 above, deductions from pay for each employee in respect of each month will start with the first (1st) full month of employment to the extent that earnings are available.
- 27.04 An employee who satisfies the CTC to the extent that he declares in an affidavit that he is a member of a religious organization whose doctrine prevents him as a matter of conscience from making financial contributions to an employee organization and that he will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved. A copy of the affidavit will be provided to the Institute.
- 27.05 No bargaining agent, as defined in Section 3 of the *Canada Labour Code* other than the Institute, shall be permitted to have membership dues and/or other monies deducted by the CTC from the pay of employees in the bargaining unit.
- 27.06 The amounts deducted in accordance with clause 27.01 shall be remitted to the Institute by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 27.07 The CTC agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.
- 27.08 The Institute agrees to indemnify and save the CTC 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 CTC, in which case the liability shall be limited to the amount of the error.
- 27.09 When it is mutually acknowledged that an error has been committed, the CTC shall endeavour to correct such error within the two (2) pay periods following the acknowledgement of error.

Article 28 Use of CTC Facilities

- 28.01 Reasonable space on bulletin boards will be made available to the Institute in convenient locations for the posting of official Institute notices. An electronic link shall be placed on the CTC Intranet to access the PIPSC website. The Institute shall endeavour to avoid requests for posting of notices which the CTC, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the CTC, except notices of meetings of their members and elections, the names of Institute representatives, and social and recreational events. Such approval shall not be unreasonably withheld.
- 28.02 A duly accredited representative of the Institute shall be permitted access to the CTC premises to assist in the resolution of a complaint or grievance and to attend meetings called by management or by the bargaining agent.
- 28.03 The Institute shall provide the CTC a list of such Institute representatives and shall advise promptly of any change made to the list.

Article 29 Information

- 29.01 The CTC agrees to supply the Institute on a quarterly basis with a list of all employees in the bargaining unit. The list referred to herein shall include the name, geographical location and classification of the employee and shall be provided within one month following the termination of each quarter. As soon as practicable, the CTC agrees to add to the above list the date of appointment for new employees.
- 29.02 The CTC agrees to supply each employee with a copy of the Collective Agreement and any amendments thereto.
- 29.03 Upon the written request of an employee, the CTC shall make available copies of CTC policies and procedures.
- 29.04 The CTC agrees to distribute to each new employee an information package prepared and supplied by the Institute. Such information package shall require the prior approval of the CTC. The CTC shall have the right to refuse to distribute any information that it considers adverse to its interests or to the interests of any of its representatives.

Article 30 Employee Representatives

- 30.01 The CTC acknowledges the exclusive right of the Institute to appoint stewards from amongst the members of the bargaining unit for which the Institute is the certified bargaining agent.
- 30.02 The Institute shall inform the CTC promptly and in writing of the names of its stewards and of any subsequent changes.
- 30.03 A steward shall obtain the permission of his immediate supervisor before leaving work to investigate with fellow employees complaints of an urgent nature, to meet with management for the purpose of dealing with such complaints or problems, and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his supervisor before resuming his normal duties.

Article 31 Leave for Staff Relations Matters

31.01 Employee Called as a Witness

The Employer will grant leave with pay

- (a) to an employee called as a witness under subpoena by the Canada Industrial Relations Board, and
- (b) to an employee called as a witness under subpeona by an employee or the Institute or the CTC during an arbitration hearing.

31.02 Applications for Certification, Representations and Intervention with Respect to Applications for Certification

The Employer will grant leave without pay:

- (a) to an employee who represents the Institute in an application for certification or in an intervention, and
- (b) to an employee who makes representation with respect to a certification

- 31.03 Subject to operational requirements and with thirty (30) working days of notice from the employee, the Employer will grant leave without pay to a maximum of one (1) employee of the bargaining unit who is elected or appointed to a full-time Institute office for a period in excess of three

(3) months. Leave without pay granted under this shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved.

31.04 Arbitration Board and Alternative Dispute Resolution Process

- (a) The CTC will grant leave with pay to an employee who is party to the Grievance which is before an Arbitrator established under the Article 36 (Grievance Procedure) or an agreed upon Alternate Dispute Resolution (ADR) process.
- (b) The CTC will grant leave with pay to one (1) employee who acts as representative to an employee who is a party to the grievance before an Arbitrator or an agreed upon ADR process.

31.05 Meeting During the Grievance Process

Employee Presenting Grievance

Where operational requirements permit, the Employer will grant to an employee:

- (a) where the Employer originates a meeting with the employee who has presented the grievance, leave with pay for the duration of the meeting held during working hours;
- (b) where an employee who has presented a grievance seeks to meet with the Employer, leave with pay to the employee when the meeting is held during working hours; and
- (c) when mutually agreed by the parties, in cases where more than one employee has grieved on the same subject and all grievors are represented by the Institute that one meeting will serve the interests of all grievors.

31.06 Employee Who Acts as Representative

Where an employee wishes to represent at a meeting with the Employer, an employee who has presented a grievance, the Employer will, where operational requirements permit, grant leave with pay to the representative when the meeting is held during working hours.

31.07 Grievance Investigations

Where an employee has asked or is obliged to be represented by the Institute in relation to the presentation of a grievance and an employee acting on behalf of the Institute wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where operational requirements permit, be given reasonable leave with pay for this purpose when the discussion takes place during working hours.

31.08 Contract Negotiations Meetings

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees for the purpose of attending contract negotiation meetings on behalf of the Institute.

31.09 Preparatory Contract Negotiations Meetings

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees for the purpose of attending preparatory contract negotiation meetings.

31.10 Meetings Between the Institute and Management

Where operational requirements permit, the Employer will grant leave with pay to an employee to attend meetings with management on behalf of the Institute.

31.11 Institute Executive Council Meetings and Conventions

Where operational requirements permit, the Employer will grant leave without pay to employees to attend meetings and conventions provided in the Constitution and By-laws of the Institute.

31.12 Employee Representatives' Training Courses

(a) Where operational requirements permit, the Employer will grant leave without pay to employees appointed as Employee Representatives by the Institute, to undertake training sponsored by the Institute related to the duties of an Employee Representative.

(b) Where operational requirements permit, the Employer will grant leave with pay to employees appointed as Employee Representatives by the Institute, to attend training sessions

concerning Employer-employee relations sponsored by the Employer.

Article 32 Layoff

32.01 Application

This article applies to indeterminate employees only.

32.02 Lay-Off

- (a) If the CTC determines that a lay-off of one or more employees is required, the CTC shall advise the Institute as soon as possible in advance of the date on which the notification of lay-off is to be given, to ensure adequate time for meaningful consultation. The CTC will consider any proposal by which the layoff(s) can be avoided or minimized. Before the lay-off of indeterminate employees, the CTC will make every reasonable effort to place the employees affected by the lay-off in other positions, providing that the CTC determines that the employee has the necessary knowledge, skills, qualifications and ability to satisfactorily perform the work.
- (b) Surplus and laid off employees appointed to a lower level position under this article shall maintain their existing salary until the pay range of the level of the new position reaches the employees' existing salary. Employees whose salary is protected under this clause shall remain eligible for Pay for Performance lump sum payment as set out in Appendix A.
- (c) When there is more than one employee who has received a notice of lay off, and the CTC decides to hold a competition to determine which employee should be appointed to a position, an employee has the right, within the notice period, to refuse to compete without losing any of his rights under this Article.

32.03 Notice of Lay-Off

- (a) The notice of lay-off shall provide the employee with a notice period of six (6) weeks (either as working notice or pay in lieu of working notice as determined by the Employer in its sole discretion) during which time the employee will continue to receive his salary and benefits.

- (b) During this period, the Employer will make every effort to redeploy the employee to a vacant indeterminate position for which the CTC determines that the employee has the necessary knowledge, skills, qualifications and ability to satisfactorily perform the work.
- (c) In the event that the employee accepts the placement in a position, the CTC will consider that the employee has been redeployed.
- (d) In the event that the employee refuses the placement in an indeterminate position, the CTC will consider the employee has resigned from employment and have forfeited all rights and benefits provided under Article 32.
- (e) If no position is found by the end of the six (6) weeks' notice (notice of layoff) as described in paragraph (a), the employee shall be provided with a lump sum payout of:
 - Three (3) months' pay plus one (1) week of pay for each complete and partial year of continuous employment if the employee has less than 5 years of service.

Or

- Four (4) months' pay plus one (1) week of pay for each complete and partial year of continuous employment if the employee has 5 years or more of service.

The payment in the case of a partial year of continuous employment will equal one (1) weeks' pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

32.04 Resignation During Notice of Layoff

The employee may request that the CTC accept his resignation before the end of his notice of layoff in order to receive lump sum payment equivalent to his regular salary for the period beginning on his resignation date until his scheduled lay-off date for a maximum payment of six (6) weeks.

32.05 Alternation

The parties recognize the benefits of the alternation process. An alternation occurs when an employee whose position has been

declared surplus to requirements who wishes to remain at the CTC exchanges positions with a non-affected employee (the alternate) willing to resign from the CTC. The alternation is conditional upon the CTC determining that the employee has the necessary knowledge, skills, qualifications and ability to satisfactorily perform the work. When the alternate resigns he is entitled to two (2) weeks' pay for the first (1st) complete year of continuous employment and 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), less any period in respect of which severance pay was granted.

32.06 **Benefits for employees upon layoff**

At the end of the six (6) weeks' notice, employees will be entitled to the following coverage for a period of four (4) months in accordance with the terms of the policies:

- Health care insurance
- Dental insurance
- Group life insurance

32.07 **Career Transition**

During the notice of layoff period

- (a) The CTC shall provide affected employees access to career transition services to a maximum of \$2,500 if requested within three months from the date of layoff. In the event that the employee wishes to use the cost of the career transition services for the purpose of purchasing training, the CTC will reimburse the cost of training to a maximum of \$2,500 upon presentation of receipts. The request for reimbursement must be made within twelve (12) months from the date of layoff.
- (b) Employees are responsible for actively seeking employment in cooperation with the CTC.
- (c) Where operations permit, the CTC shall provide reasonable time off with pay to an affected employee to attend employment interviews and other job selection process.

32.08 **Relocation of CTC Operations**

- (a) In cases where the CTC headquarters is to be relocated, the CTC shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position or be treated as if they were in a lay off status with all of the benefits of this article when the position relocates.
- (b) Following written notification, employees must indicate within a period of three (3) months, their intention to move to the new location.
- (c) Employees who accept a position at the new location will be reimbursed for all moving expenses in accordance with the most recent Treasury Board Relocation and Removal Directives.

Article 33 Contracting Out

- 33.01 The Employer will continue past practice in giving all reasonable consideration to continued employment at the CTC of employees who would otherwise become redundant because work is contracted out.

Article 34 Illegal Strike

- 34.01 There shall be no strike or lock-out during the term of this collective agreement.

Article 35 Interpretation of Agreement

- 35.01 The parties agree that, in the event of a dispute arising out of the interpretation of a clause or Article in this Agreement, it is desirable that the parties should meet within a reasonable time and seek to resolve the problem. This Article does not prevent employees from availing themselves of the grievance procedure provided in this Agreement.

Article 36 Grievance and Arbitration Procedure

36.01 Purpose

The purpose of the grievance procedure is to ensure that the grievances arising out of the interpretation, application, administration

or alleged contravention of this Agreement are dealt with in an orderly and expeditious manner.

36.02 Step 1

The parties encourage employees and their immediate supervisors to attempt to resolve complaints through discussion and mutual agreement. A complaint must be brought to the attention of the immediate supervisor within fifteen (15) working days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the employee.

The employee(s) and the immediate supervisor will attempt to resolve the matter within five (5) working days following the lodging of the complaint. Additional days can be used subject to mutual agreement.

36.03 Step 2

Should the matter not be resolved at Step 1, the employee may, with the support, approval and representation of the Institute, and within fifteen (15) working days following the completion of Step 1, submit a written grievance to their supervisor (or the next higher level of management if the supervisor is the subject matter of the grievance). 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 CTC. The supervisor will provide a written response to the employee within ten (10) working days following receipt of the grievance at Step 2 and a copy will be provided to the Institute at that time.

36.04 Step 3

Should the matter not be resolved at Step 2, the employee may, with the support, approval and representation of the Institute, and within ten (10) working days following the completion of Step 2, refer the grievance to the President, or the most senior officer responsible for Human Resources at the CTC, for resolution.

At Step 3, the CTC shall reply to an employee's grievance within twenty (20) working days following receipt of the grievance at Step 3. A copy of the response will be provided to the employee involved and the Institute.

36.05 Step 4

Should the matter not be resolved at Step 3, the Institute or the CTC may refer the grievance to arbitration by written notice to this effect to

the other party within twenty (20) working days following the final reply at Step 3. The parties shall attempt to agree upon the name of the arbitrator, failing which the party seeking arbitration must request the Minister of Labour to appoint an arbitrator.

36.06 The arbitrator shall have all the powers vested in him/her by the *Canada Labour Code*. However, the arbitrator, in rendering a decision shall not in any way amend, modify, add to, or subtract from the provisions contained in the collective agreement. The decision of the Arbitrator shall be final and binding on the parties.

36.07 An employee shall be assisted and/or represented by the Institute when presenting a grievance at any level. The Institute shall have the right to consult with the CTC with respect to a grievance at each level of the grievance procedure.

36.08 **Time Limits**

The time limits outlined in the grievance and arbitration procedure may be extended by written agreement of the parties. 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 his control, he was unable to comply with the prescribed time limits.

36.09 **Cost of Arbitration**

The cost and expenses of the arbitrator shall be borne equally by the CTC and the Institute.

36.10 **Group Grievance**

In the event that more than one (1) employee has the same grievance, and such employee would be entitled to file a grievance, the Institute shall be entitled to present a group grievance in writing, signed by such employees, to the CTC's Executive Director, Human Resources, at Step 2, within twenty (20) working days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of these employees.

36.11 **Policy Grievance**

(a) A policy grievance may be submitted in writing by the Institute or a representative of the CTC alleging a disagreement between the CTC and the Institute concerning the interpretation or the application of this Agreement, within

twenty (20) working days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of these employees.

- (b) All policy grievances shall be presented in writing for the CTC by the Executive Director Human Resources and for the Institute by a duly appointed representative.
- (c) Following receipt of the grievance, unless otherwise agreed to by the parties to extend the time limits, the Institute or the CTC, as applicable, must hold a meeting to discuss the grievance within twenty (20) working days of the receipt of the grievance. The party receiving the grievance shall reply within ten (10) working days following the meeting. Following the response, should the matter not be resolved, the grieving party may refer the matter to arbitration, according to the procedures contained at Step 4.

Article 37 Staffing

- 37.01 The staffing of position within the bargaining unit shall be made according to merit. An appointment is based on merit when the person being appointed meets the essential qualifications for the job. The procedures as established in the CTC staffing policy must be followed.

Article 38 Standards of Discipline

- 38.01 Where written CTC standards of discipline are developed or amended, the CTC agrees to supply sufficient information on the standards of discipline to each employee and to the Institute.
- 38.02 Where an employee is required to attend a meeting on disciplinary matters the employee is entitled to have a representative of the Institute attend the meeting when the representative is readily available. Where practicable, the employee shall receive in writing a minimum of two (2) working days notice of such meeting.
- 38.03 When an employee is suspended from duty, the CTC shall notify the employee in writing of the reason for such suspension and shall notify the representative of the Institute. The CTC shall endeavour to give such notification at the time of suspension.
- 38.04 Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years

has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period. This period will automatically be extended by the length of any period of leave without pay for more than three (3) months.

- 38.05 The CTC agrees not to introduce as evidence in a hearing related to disciplinary action any document or written statement concerning the conduct of an employee unless that employee has been provided with a copy of that document or statement within a reasonable period before the hearing.

Article 39 Labour Disputes

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

Article 40 Human Resources Policies and Directives

- 40.01 The CTC will consult with the Union in accordance with article 41 of this Agreement prior to amending the text of existing Human Resources policies or introducing new Human Resources policies.

Article 41 Joint Consultations

- 41.01 The parties acknowledge the mutual benefits to be derived from joint consultation and will consult meaningfully on matters of common interest.
- 41.02 The subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties.
- 41.03 The Employer shall consult with representatives of the Institute about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

Article 42 Harassment and Discrimination

- 42.01 The Institute and the CTC recognize the right of employees to work in an environment free from harassment and agree that harassment will not be tolerated in the work place.
- 42.02 Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- 42.03 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, family status, marital status, mental or physical disability, conviction for which a pardon has been granted or membership or activity in the Institute.
- 42.04 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with harassment and discrimination. The selection of the mediator will be by mutual agreement.

Article 43 Employee Performance Management And Employee Files

43.01 Employee Performance Management

- (a) The CTC shall continue its practice of conducting performance assessments through its performance management program. The employee will be given the opportunity to provide a self-assessment of his/her performance and meet with his/her supervisor prior to its content being finalized. The employee shall be given a copy of the assessment, after it has been reviewed and signed by the supervisor.
- (b) Prior to the performance assessment, the employee shall be given:
- (i) the assessment form which will be used for the review;
 - (ii) any written documents which provides instructions.
- (c) The CTC's representative who assesses an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is assessed.

43.02 **Employee files**

- (a) Upon written request of an employee, the personnel file of that employee shall be made available for the employee's examination in the presence of an authorized representative of the Employer and at the option of the employee, a representative of the union will be present.
- (b) When a report pertaining to an employee's performance or conduct is placed on that employee's personnel file, the employee concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read and receive a copy.

43.03 The probation period will be used to monitor and evaluate an employee's job performance. During this probation period an employee may be terminated at the sole discretion of the CTC.

Article 44 Employment References

44.01 On application by an employee, the Employer shall provide personal references to the prospective employer of such employee, indicating length of service, principal duties and responsibilities and performance of such duties. Personal references requested by a prospective employer outside the CTC will not be provided without the written consent of the employee.

Article 45 Part Time Employees

45.01 **Definition**

Part-time employee means a person whose normal scheduled hours of work are less than thirty-seven and one-half (37 ½) hours per week.

45.02 **General**

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

45.03 Upon request of an employee and with the concurrence of the Employer, a part-time employee may complete his scheduled weekly

hours of work in a manner that permits such an employee to work in excess of seven and one-half (7 ½) hours in any one day provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days the part-time employee works an average of his scheduled weekly hours of work. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer.

45.04 The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days and a minimum of thirty-seven and one half (37 1/2) in a week at the hourly rate of pay.

45.05 Leave will only be provided:

(a) during those periods in which employees are scheduled to perform their duties;

or

(b) where it may displace other leave as prescribed by this Agreement.

45.06 **Designated Holidays**

A part-time employee shall not be paid for the designated holidays but shall, instead be paid a premium of four decimal six two per cent (4.62%) for all straight-time hours worked during the period of part-time employment. Should an additional designated paid holiday be added to clause 10.01, the premium shall be adjusted proportionally.

45.07 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 10.01 of this Agreement, the employee shall be paid at time and one-half (1 ½) of the straight-time rate of pay for all hours worked.

45.08 **Overtime**

(a) In the case of a part-time employee, "Overtime" means authorized work performed in excess of the seven and one-half (7 ½) hours a day or thirty-seven and one-half (37 ½) hours a week, but does not include time worked on a holiday.

(b) In the case of a part-time employee whose hours of work are scheduled in accordance with clause 45.03 above, overtime means authorized work performed in excess of the part-time

employee's daily scheduled hours of work, but does not include time worked on a holiday.

45.09 Subject to clauses 45.10 and 45.11 a part-time employee who is required to work overtime shall be paid overtime as specified in Article 7 of this Agreement.

45.10 **Call-Back**

When a part-time employee meets the requirements to receive call-back pay in accordance with Article 8 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

45.11 **Reporting Pay**

Subject to clause 45.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with the reporting pay provision of this Agreement, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

45.12 **Bereavement Leave**

Notwithstanding clause 45.02, there shall be no prorating of a "day" in clause 17.01, Bereavement Leave With Pay. The employee shall receive bereavement pay only during these periods in which he is scheduled to perform his duties.

45.13 **Vacation Leave**

A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee's normal work week, at the rate for years of employment established in clause 14.02, Vacation Leave, prorated and calculated as follows:

when the vacation entitlement (hours per month) is:	multiply the number of hours in the employee's work week per month by:
9.375	0.250
10	0.267
10.625	0.283

11.875	0.317
12.5	0.333
13.125	0.350
13.75	0.367
14.375	0.383
15	0.400
15.625	0.417
16.25	0.433
16.875	0.450
17.5	0.467
18.125	0.483
18.75	0.500
20	0.533

45.14 Sick Leave

A part-time employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an employee's normal work week for each calendar month in which the employee has received pay for at least twice (2) the number of hours in the employee's normal work week.

45.15 Vacation and Sick Leave Administration

- (a) For the purposes of administration of clauses 45.13 and 45.14 of this article, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

45.16 Severance Pay

Notwithstanding the provisions of Article 20, Severance Pay, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full-time and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in

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

- 45.17 (a) The weekly rate of pay referred to in the 45.16 shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in his letter of appointment, immediately prior to his termination.
- (b) Notwithstanding paragraph 45.17 (a), where an employee has been in an acting position for more than one (1) year at the time of severance, the rate of pay used to determine the employee's severance pay is the employee's acting rate of pay.

Article 46 Term Employee Renewals

- 46.01 For Term Employees on contract for two (2) years or more, the Employer will, to the best of its ability, provide the Term Employees with no less than sixty (60) days written notice of its intent regarding the extension of the contract.

Article 47 Resignation

- 47.01 An Employee shall give ten (10) working days' written notice of resignation.
- 47.02 An employee in a managerial position shall give twenty (20) working days' written notice of resignation.
- 47.03 Upon request by the employee, the Employer may choose, at its own discretion, to waive the resignation notice period required from the employee, in whole or in part.
- 47.04 An employee may, but only with the approval of the Employer, withdraw the notice of resignation at any time before the resignation becomes effective.

Article 48 Pay Administration

- 48.01 An employee is entitled to be paid for services rendered at:
- (a) the pay specified in Appendix "A" for the classification of the position to which the employee is appointed, if the

classification coincides with that prescribed in the employee's letter of appointment,

or

- (b) the pay specified in Appendix "A" for the classification prescribed in the employee's letter of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.

48.02 The rates of pay set forth in Appendix "A" shall become effective on the date specified therein.

48.03 If an employee dies, the salary due to the employee on the last working day preceding the employee's death shall continue to accrue to the end of the month in which the employee dies. Salary so accrued which has not been paid to the employee at the date of the employee's death shall be paid to the employee's estate.

48.04 **Rates of Pay**

- (a) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of the collective agreement the following shall apply:
 - (i) "retroactive period" for the purpose of subparagraphs (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the collective agreement is signed or when an arbitral award is rendered therefore;
 - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in case of death the estates of former employees, who were employees in the bargaining unit during the retroactive period;
 - (iii) rates of pay shall be paid in an amount equal to what would have been paid had the collective agreement been signed or an arbitral award rendered therefore on the effective date of the revision in rates of pay;
 - (iv) in order for former employees, or in the case of death for the former employees' representatives, to receive payment in accordance with subparagraph (iii), the

Employer shall notify by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment after which time any obligation upon the Employer to provide payment ceases;

- (v) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision.
- (vi) no payment nor notification shall be made pursuant to clause 46.04 iv) for one dollar (\$1.00) or less.

48.05 **Acting Pay**

When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for three (3) consecutive working days, the employee shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts.

48.06 **Promotion**

When an employee is promoted to a higher classification, the employee's salary shall be adjusted by a 4 % salary increase. In the event this increased salary falls below the minimum salary of the higher classification, the employee's salary shall be adjusted to the minimum salary of the higher classification.

Article 49 CTC Pension and Insurance Plans

49.01 The CTC agrees that it shall arrange for the following group pension and benefit plan to be available to employees:

- (a) CTC Pension Plan
- (b) Health Insurance
- (c) Dental Care
- (d) Basic Life Insurance

(e) Basic AD&D Insurance

In addition, CTC agrees that it shall arrange Long Term Disability to indeterminate employees.

- 49.02 The terms of coverage and benefits of these Plans shall be in accordance with the terms and conditions of the Plans, as amended from time to time by the CTC following consultation with the institute.

Article 50 Duration and Agreement Re-opener

- 50.01 The duration of this collective agreement shall be from the date it is signed to June 20, 2022.
- 50.02 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

**COLLECTIVE AGREEMENT OF
THE CANADIAN TOURISM COMMISSION and
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA**

Signed on October 16, 2017.

For the Employer

David F. Goldstein
President and CEO

André Joannette

Jean-Sébastien Lesage

Joanna Mukai

Sarah Finstad

Lynn Harnden
Negotiator, Emond Harnden

For the Union

Debi Daviau
President, PIPSC

Pierre Ouellet
Negotiator, PIPSC

Adam Brownfield

Jaymee Wurm

APPENDIX A

PAY FOR PERFORMANCE

- a) An employee's salary shall be increased on January 1 each year based on performance until the maximum salary is reached within the position's respective classification.
- b) An Employee who is at the maximum of his Salary Range shall receive a Lump Sum Payment based on performance.
- c) To be eligible for a Salary Increase and/or Lump Sum Payment:
 - i. An employee who has worked at the CTC for less than three (3) consecutive months in a given calendar year is not entitled to receive a Salary Increase and/or Lump Sum Payment.
 - ii. An employee on probation on December 31st of a given year shall not be eligible for a Salary Increase and/or Lump Sum Payment for that given year.
 - iii. An employee who was on probation in a given year, and successfully completed their probation before December 31st of that given year, is eligible for a Salary Increase and/or Lump Sum Payment for that given year.
 - iv. An employee who worked in a position for a minimum of three (3) months but less than 12 months shall receive a Salary Increase and/or Lump Sum Payment pro-rated for the number of months worked in a position.
 - v. An employee must be working for the Employer as of January 1. Under normal circumstances, Salary Increases, Lump Sum Payments and Performance Bonuses will be completed by April of each year.
- d) The maximum percentage of bargaining unit members in the "Didn't Achieve and Partially Achieved" categories for each specific year would normally be 4% and 6% respectively.
- e) The annual Salary Increase will be determined by the year-end performance rating in accordance with the following:
 - Didn't Achieve – 0%
 - Partially Achieved/Developmental – 0%

- Achieved – 3.25%
- Exceeded – 4%
- Exceptional – 4.50%

f) Subject to Sub-clause (a) and (c) and (e) and (g), in the event that a Salary Increase takes an employee to the maximum of his Salary Range, a balance (if any) of the Salary Increase will be paid out as a Lump Sum Payment.

g) An employee who is at the maximum of his Salary Range will be provided with a Lump Sum Payment determined by the year-end performance rating in accordance with the following:

- Didn't Achieve – 0%
- Partially Achieved/Developmental – 0%
- Achieved – 1.75%
- Exceeded – 2.25%
- Exceptional – 2.75%

h) Performance Evaluations

(i) On an annual basis, each employee will be evaluated using CTC's evaluation method.

(ii) The performance evaluation will be based upon the previous year's individual performance commitments.

i) Employees working for the CTC on the date of the signing of this agreement (as defined in Article 48.01) will receive a signing bonus of \$1,000 for each employee.

j) Employees receiving a salary increase and/or lump sum payment in 2018 and 2019 will be eligible for payment of a performance bonus:

Fiscal Year	Performance Bonus
2018 (based on 2017 performance)	1.25%
2019 (based on 2018 performance)	1.25%

k) Employees receiving a salary increase and/or lump sum payment in 2020 and 2021 will be eligible for payment of a performance bonus based on corporate results as determined by the President and CEO:

Fiscal Year	Corporate Performance Bonus

2020 (based on 2019 corporate performance)	1.25%
2021 (based on 2020 corporate performance)	1.25%

APPENDIX B
RATES OF PAY

AS - Administrative Services Group Annual Rates of Pay (in dollars)
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AS-01	Salary Range	Minimum 49,135	Maximum 54,954
AS-02	Salary Range	Minimum 54,752	Maximum 58,991
AS-03	Salary Range	Minimum 58,685	Maximum 63,231
AS-04	Salary Range	Minimum 64,106	Maximum 69,270
AS-05	Salary Range	Minimum 76,531	Maximum 82,742
AS-06	Salary Range	Minimum 85,246	Maximum 91,962
AS-07	Salary Range	Minimum 89,733	Maximum 102,599

CR - Clerical and Regulatory Group Annual Rates of Pay (in dollars)

CR-02	Salary Range	Minimum	Maximum
		36,208	38,694

CR-03	Salary Range	Minimum	Maximum
		41,068	44,299

CR-04	Salary Range	Minimum	Maximum
		45,504	48,906

CR-05	Salary Range	Minimum	Maximum
		49,729	53,838

IS - Information Services Group Annual Rates of Pay (in dollars)

IS-02	Salary Range	Minimum	Maximum
		54,752	58,991

IS-03	Salary Range	Minimum	Maximum
		64,106	69,270

IS-04	Salary Range	Minimum	Maximum
		76,531	82,742

IS-05	Salary Range	Minimum	Maximum
		85,246	91,962

IS-06	Salary Range	Minimum	Maximum
		89,733	102,599

FI - Financial Management Annual Rates of Pay (in dollars)

FI-01	Salary Range	Minimum 50,596	Maximum 69,584
FI-02	Salary Range	Minimum 61,589	Maximum 81,910
FI-03	Salary Range	Minimum 77,932	Maximum 98,493
FI-04	Salary Range	Minimum 87,036	Maximum 110,158

CS - Computer Systems Group Annual Rates of Pay (in dollars)

CS-01	Salary Range	Minimum	Maximum
		52,934	64,841

CS-02	Salary Range	Minimum	Maximum
		65,773	78,595

CS-03	Salary Range	Minimum	Maximum
		77,824	94,120

CS-04	Salary Range	Minimum	Maximum
		89,259	107,940

CS-05	Salary Range	Minimum	Maximum
		102,929	130,064

CO - Commerce Group Annual Rates of Pay (in dollars)

CO-01	Salary Range	Minimum 51,574	Maximum 68,615
CO-02	Salary Range	Minimum 67,228	Maximum 95,243
CO-03	Salary Range	Minimum 82,400	Maximum 105,554
CO-04	Salary Range	Minimum 94,077	Maximum 114,437

PG - Purchasing and Supply Annual Rates of Pay (in dollars)

PG-01	Salary Range	Minimum	Maximum
		39,634	51,815

PG-02	Salary Range	Minimum	Maximum
		52,058	58,996

PG-03	Salary Range	Minimum	Maximum
		57,935	65,692

PG-04	Salary Range	Minimum	Maximum
		68,739	77,963

PG-05	Salary Range	Minimum	Maximum
		80,888	91,549

PG-06	Salary Range	Minimum	Maximum
		91,247	101,698

GT - General Technical Group Annual Rates of Pay (in dollars)
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GT-01	Salary Range	Minimum 37,964	Maximum 46,457
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GT-02	Salary Range	Minimum 47,326	Maximum 53,495
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GT-03	Salary Range	Minimum 52,927	Maximum 60,013
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GT-04	Salary Range	Minimum 59,632	Maximum 67,800
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GT-05	Salary Range	Minimum 66,931	Maximum 76,103
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ES - Economics and Social Sciences Services Group Annual Rates of Pay (in dollars)

ES-01	Salary Range	Minimum 47,108	Maximum 54,793
ES-02	Salary Range	Minimum 53,239	Maximum 60,457
ES-03	Salary Range	Minimum 62,680	Maximum 72,760
ES-04	Salary Range	Minimum 75,006	Maximum 86,520
ES-05	Salary Range	Minimum 85,235	Maximum 98,492
ES-06	Salary Range	Minimum 95,856	Maximum 110,157
ES-07	Salary Range	Minimum 104,903	Maximum 119,238

APPENDIX C

LETTER OF AGREEMENT
BETWEEN THE
CANADIAN TOURISM COMMISSION
(HEREINAFTER CALLED THE EMPLOYER)
AND
THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF CANADA
(HEREINAFTER CALLED THE INSTITUTE)

IN RESPECT OF THE APPEAL PROCESS

This Letter of Agreement outlines the Appeal Process developed by the parties to handle performance appeals in accordance with Appendix A of the Collective Agreement between the Canadian Tourism Commission (CTC) and the Professional Institute of the Public Service of Canada (PIPSC).

Appeal Process

A complaint must be brought to the attention of the Joint Committee within fifteen (15) working days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the employee.

Step: 1 Joint Committee

- Appeals are reviewed by a Joint Committee composed of two (2) persons (one (1) Management representative and one (1) Union representative);
- The Joint Committee will make reasonable efforts to reach a decision within fifteen (15) working days following receipt of the appeal;
- All decisions made by the Joint Committee are final and binding. The employee has no right to arbitration or to other recourses. The employee is not entitled to appeal at Step 2 of the PFP appeal process (CTC's President);
- If the Joint Committee cannot reach a decision, the discussions and exchanges of the Joint Committee are without precedent and prejudice.

Step 2: CTC President

- If the Joint Committee cannot reach a decision, the President of the CTC makes the final decision;
- The President shall make a decision within fifteen (15) working days following receipt of the appeal from the Joint Committee;
- The decision of CTC's President may be appealed by PIPSC within fifteen (15) working days following the decision of the President as per the arbitration procedures of the Collective Agreement.

The time limits outlined may be extended by written agreement between the CTC and PIPSC. Any employee who fails to present an appeal to the next higher level within the prescribed time limits shall be deemed to have abandoned the appeal unless, due to circumstances beyond his control, he was unable to comply with the prescribed time limits.

This Letter of Understanding expires on June 20, 2022.

APPENDIX D

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CANADIAN TOURISM COMMISSION
(OPERATING AS DESTINATION CANADA)
(hereinafter referred to as the Employer)
AND
THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF CANADA
(hereinafter referred to as the Institute)**

Re: Employer Proposal re Implementation of New Classification Standard pursuant to Article 21.01 (Reclassification and Statement of Duties)

The Employer confirms that it intends to commence a review of classifications in the bargaining unit ("Classification Review") for the purposes of implementing a new classification standard pursuant to Article 21.01 of the Collective Agreement.

The Classification Review will be commenced in 2018. The Employer will retain a third party (Hay Group) to assess the classification of bargaining unit positions against the new classification standard.

Upon conclusion of the analysis by Hay Group, the Employer will present its conclusions to the Union to agree on the classification level of each position in the bargaining unit.

In the event that the Employer and Union do not agree on any classification level, the dispute may be referred to Step 3 of the Grievance and Arbitration Procedure (Article 36).

Thereafter, the Union and the Employer will meet to negotiate the rates of pay and the rules affecting the pay of employees on their movement to the new levels in the new classification standard pursuant to Article 21.01.

Subject to extenuating circumstances or to delays as a consequence of the arbitration of disputes, the Classification Review will be completed by December 31, 2019.

In the event that the Classification Review is not completed by December 31, 2019, the Union or the Employer shall have the right to require that the Collective Agreement be reopened for the purpose of discussing changes to Appendix A – Pay for Performance and Appendix B – Rates of Pay for the remaining period of the Collective Agreement. In this event, the agreement by the Employer in Appendix "A" to make payments of a Corporate Performance Bonus for 2020 and 2021 shall be revoked.

APPENDIX E

LETTER OF AGREEMENT
BETWEEN THE
CANADIAN TOURISM COMMISSION
(HEREINAFTER CALLED THE EMPLOYER)
AND
THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF CANADA
(HEREINAFTER CALLED THE INSTITUTE)

IN RESPECT OF
THE CHRISTMAS CLOSURE PILOT

Application:

1. Employees shall receive paid leave (Christmas Closure Day - CCD) to cover up to three additional working days to allow the employee to be off between December 25 and January 1.

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri
2017	Dec 25 (Stat)	Dec 26 (Stat)	Dec 27 (CCD)	Dec 28 (CCD)	Dec 29 (CCD)	Dec 30	Dec 31	Jan 1 (Stat)				
2018		Dec 25 (Stat)	Dec 26 (Stat)	Dec 27 (CCD)	Dec 28 (CCD)	Dec 29	Dec 30	Dec 31 (CCD)	Jan 1 (Stat)			
2019			Dec 25 (Stat)	Dec 26 (Stat)	Dec 27 (CCD)	Dec 28	Dec 29	Dec 30 (CCD)	Dec 31 (CCD)	Jan 1 (Stat)		
2020					Dec 25 (Stat)	Dec 26	Dec 27	Dec 28 (Stat)	Dec 29 (CCD)	Dec 30 (CCD)	Dec 31 (CCD)	Jan 1 (Stat)
2021						Dec 25	Dec 26	Dec 27 (Stat)	Dec 28 (Stat)	Dec 29 (CCD)	Dec 30 (CCD)	Dec 31 (CCD)

2. This shall have no impact on entitlements related to designated holidays. If an employee is unable to take leave between December 25 and January 1 due to operational requirements, he will be granted up to three days of “flex” leave to be taken in the following fiscal year. This “flex” leave, if not used the following year by year-end, cannot be carried forward or otherwise accumulated, nor is it paid out.
3. This MOU shall expire on January 3, 2022.

APPENDIX F

MEMORANDUM OF AGREEMENT
BETWEEN
THE CANADIAN TOURISM COMMISSION
(OPERATING AS DESTINATION CANADA)
(hereinafter referred to as the Employer)
AND
THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF CANADA
(hereinafter referred to as the Institute)

Re: Employer Proposal re Article 16.06 (Parental Leave Without Pay) and Article 16.07 (Parental Leave Allowance)

Whereas Bill C-44, the *Budget Bill Implementation Act, 2017*, No. 1, received Royal Assent on June 22, 2017;

Whereas the amendments to the *Employment Insurance Act* and the *Canada Labour Code* contained in Bill C-44 are to come into force on a day to be fixed by order of the Governor in Council;

Whereas the Employer has proposed to amend the parental leave and parental allowance language at Articles 16.06 (Parental Leave Without Pay) and 16.07 (Parental Allowance) of the Collective Agreement to reflect the amendments made by Bill C-44 to the parental leave provisions under the *Canada Labour Code* and the parental benefits provisions under the *Employment Insurance Act*,

The parties agree as follows:

The Employer's proposal to amend Articles 16.06 and 16.07 is based on the Employer's understanding and/or assumptions made in regard to the Bill C-44 amendments and in particular to the Employment Insurance parental benefits.

Should there be any unanticipated amendments contained in the legislation which is ultimately proclaimed into force, the parties agree that the Employer may table a revised proposal if negotiations have not yet been completed. If negotiations have been completed, the parties agree that Articles 16.06 and 16.07 will be amended to reflect the true intent of the legislation and to ensure adherence to the principle of cost neutrality.