

# CANADIAN TOURISM COMMISSION

## COLLECTIVE AGREEMENT

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**CANADIAN TOURISM COMMISSION**  
**And**  
**THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA**

<b>Article 1 Purpose</b>
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- 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.

<b>Article 2 Interpretation and Definitions</b>
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- 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) **“double time”** means twice (2) the straight-time hourly rate (tarif double),
- (h) **“employee”** means a person in the bargaining unit appointed by the CTC in accordance with the *CTC Act*,
- (i) **“Employer”** means the Canadian Tourism Commission (CTC) and includes any person authorized to exercise the authority of the CTC.
- (j) **“headquarters area”** spans an area of 16 kms from the assigned workplace using the most direct, safe and practical road.
- (k) **“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),
- (l) **“Institute”** means the Professional Institute of the Public Service of Canada (Institut),
- (m) **“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),
- (n) **“leave”** means authorized absence from duty (congé)
- (o) **“overtime”** work required by the Employer to be performed by the employee in excess of his daily hours of work (heures supplémentaires)
- (p) **“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.
- (q) **“time and one-half”** means one and one-half (1 1/2) times the hourly rate of pay (tarif et demi),
- (r) **“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

(s) “**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 hours Monday and ending at 24:00 hours 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 6.04 (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 6.06 and 6.07:

- (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 (1<sup>st</sup>) 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.

### **Variable Hours of Work**

#### **6.05 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**

6.06 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, except in clause 17.01, Bereavement Leave with pay, where a day means a calendar day. Whenever an employee changes his or her variable hours or no longer works variable hours all appropriate adjustments will be made.

6.07 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.

<b>Article 7 Overtime</b>
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7.01 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.

7.02 When an employee is required by the Employer to work overtime he shall be compensated as follows:

- (a) on his normal work day, at the rate of time and one-half (1 ½) for each hour of overtime worked for the first seven and one half (7.5) overtime hours worked and double (2) time thereafter;
- (b) on his first (1<sup>st</sup>) day of rest, at time and one-half (1 ½) for each hour of overtime worked for the first seven and one half (7.5) hours worked and double (2) time thereafter;
- (c) on his second (2<sup>nd</sup>) or subsequent day of rest, at double (2) time for each hour of overtime worked. Second (2<sup>nd</sup>) or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.
- (d) notwithstanding paragraph (c) above, if, in an unbroken series of consecutive and contiguous calendar days of rest, the Employer permits the employee to work the required overtime on a day of rest requested by the employee, then the compensation shall be at time and one-half (1 ½) for the first (1<sup>st</sup>) day worked.
- (e)
  - (i) on a designated holiday, compensation shall be granted on the basis of time and one-half (1 ½) for each hour worked for the first seven and one half (7.5) hours worked and double (2) time thereafter, in addition to the compensation that he/she would have

been granted had he not worked on the designated holiday;

or

- (ii) when an employee works on a designated holiday, contiguous to a second day of rest on which he also worked and received overtime in accordance with paragraph 7.02(c), he shall be paid in addition to the pay that he would have been granted had he not worked on the holiday, two (2) times his hourly rate of pay for all hours 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 ten dollars and fifty cents (\$10.50) 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 ten dollars and fifty cents (\$10.50) 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 the applicable overtime rate, 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 (1<sup>st</sup>) time only an employee is required to

report for work during a period of eight (8) hours, starting with the employee's first (1<sup>st</sup>) 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.

<b>Article 8 Call-Back</b>
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8.01 When an employee is called back to work or when an employee who is on stand-by duty is called back to work by the Employer any time outside his normal working hours he shall be entitled to the greater of:

- (a) a minimum of three (3) hours' pay at the applicable overtime rate; or
- (b) compensation at the applicable overtime rate for each hour worked.

8.02 When an employee is in a situation involving call-back, 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 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) Good Friday,
  - (c) Easter Monday,
  - (d) Victoria Day
  - (e) Canada Day,
  - (f) Civic holiday, the first (1st) Monday in August,
  - (g) Labour Day,
  - (h) Thanksgiving Monday
  - (i) Remembrance Day,
  - (j) Christmas Day,
  - (k) Boxing Day,
  - (l) 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) at the applicable overtime rate for additional travel time in excess of a seven and one-half (7 1/2) hour period of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate in any day.
- (c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours' pay at the straight-time rate.

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 August 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 six (6) 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 August 31, the CTC will endeavour to make such payment within six (6) weeks of the commencement of the first (1<sup>st</sup>) pay period after August 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. Notwithstanding the above, in clause 17.01, Bereavement Leave with Pay, a "day" will mean a calendar day.
- 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.

<b>Article 14 Vacation Leave</b>
----------------------------------

- 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) nine decimal three seven five (9.375) hours at the employee's straight-time hourly rate until the month in which the employee's eighth (8th) anniversary of service occurs;
- (b) twelve decimal five (12.5) hours at the employee's straight-time hourly rate commencing the month in which the employee's eighth (8th) anniversary of service occurs;
- (c) thirteen decimal seven five (13.75) hours at the employee's straight-time hourly rate commencing with the month in which the employee's sixteen (16th) anniversary of service occurs;
- (d) fourteen decimal three seven five (14.375) hours at the employee's straight-time hourly rate commencing with the

month in which the anniversary of the employee's seventeenth (17th) year of service occurs;

- (e) fifteen decimal six two five (15.625) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's eighteen (18th) year of service occurs;
- (f) sixteen decimal eight seven five (16.875) hours at the employee's straight-time hourly rate commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
- (g) eighteen decimal seven five (18.75) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's twenty-eight (28th) anniversary of service occurs;

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

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. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action, when available, to the Employer.

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 an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave with pay to his credit by the daily rate of pay 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 vacationleave 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 (1<sup>st</sup>) day of the month following the employee's second (2<sup>nd</sup>) 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 dealing with the Carry-over and/or Liquidation of Vacation Leave

**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.

<b>Article 16 Maternity and Parental Leave</b>
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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 (24<sup>th</sup>) 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 pregnancy 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 of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period, and
  - (ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy 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 pregnancy 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 thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.

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

(c) Notwithstanding 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 fifty-two (52) 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 thirty-seven (37) weeks for both individuals combined.
- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

**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 (i), 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, 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 payments made in accordance with the SUB Plan will consist of the following:
  - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
  - (ii) other than as provided in subparagraph (iii) below, for each week in respect of which the employee receives parental 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 Subsection 12(7) of 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) At the employee's request, the payment referred to in subparagraph 16.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he is required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
  - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
  - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the

commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.

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

**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).

## **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, spouse (including common-law partner), child (including child of common law partner) stepchild 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) consecutive calendar days which must include the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (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, up to seven and one half (7 ½) hours.
  - (ii) when alternate arrangements are not possible an employee shall be granted up to seven and one-half (7 1/2) hours 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) fifteen (15) hours leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;
  - (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 elementary school closure;

(vi) up to fifteen (15) 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 Leave Without Pay for the Care of Immediate Family

Subject to operational requirements, an indeterminate employee shall be granted leave without pay for the care of immediate family in accordance with the following conditions:

- (a) For the purpose of this clause, 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.
- (b) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless such notice cannot be given, because of an urgent or unforeseeable circumstance;
- (c) the total leave periods granted under this clause shall not exceed five (5) years during an employee's total period of employment at the CTC;
  - (i) if the leave granted under this clause is for a period of less than one (1) year, 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. Should no comparable vacant position exist or should the employee not have the required experience, knowledge and qualifications, the employee shall be placed on the recall list and be entitled to the recall provisions as described in Article 18.01(f).
  - (ii) 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 a vacant position for which the employee has the required experience, knowledge and qualifications. Should no vacant position exist or should the employee not have the required experience, knowledge and

qualifications, the employee shall be placed on the recall list and be entitled to the recall provisions as described in Article 18.01(f).

- (d) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and from the calculation of "service" for the purpose of calculating vacation leave;
- (e) Time spent on such leave shall not be counted for pay increment purposes.
- (f) An employee will be eligible for recall for twelve (12) months following the date of return from leave without pay for the care of immediate family and be placed on a recall list. Prior to hiring new employees, the CTC will offer recall to employees on the recall list, providing that the CTC determines that the employee has necessary knowledge, skills, qualifications and ability to satisfactorily perform the work. An employee on the recall list shall be notified by the CTC of every available vacancy at a similar or lower level, by registered mail or commercial courier service, at the last address filed with the Human Resource Services. 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.

#### **18.02 Leave Without Pay for Personal Needs**

Leave without pay may be granted at the sole discretion of the Employer for personal needs, in the following manner:

- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months may be granted to an employee for personal needs.
- (b) Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.
- (c) An employee is entitled to leave without pay for personal needs only once under each of paragraphs (a) and (b) of this clause during the employee's total period of employment at the CTC. Leave without pay granted under this clause may not be



used in combination with maternity or parental leave without the consent of the Employer.

- (d) Leave granted under paragraph (a) of 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.
- (e) Leave without pay granted under paragraph (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

### **18.03 Leave Without Pay for Relocation of Spouse**

- (a) At the request of an indeterminate employee, and subject to operational requirements, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.
- (b) If the leave granted under this clause is for a period of less than one (1) year, 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. Should no comparable vacant position exist or should the employee not have the required experience, knowledge and qualifications, the employee shall be placed on the recall list and be entitled to the recall provisions as described in Article 18.03(d).
- (c) 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 a vacant position for which the employee has the required experience, knowledge and qualifications. Should no vacant position exist or should the employee not have the required experience, knowledge and qualifications, the employee shall be placed on the recall list and be entitled to the recall provisions as described in Article 18.03(d).
- (d) An employee will be eligible for recall for twelve (12) months following the date of return from leave without pay for the relocation of spouse and be placed on a recall list. Prior to

hiring new employees, the CTC will offer recall to employees on the recall list, providing that the CTC determines that the employee has necessary knowledge, skills, qualifications and ability to satisfactorily perform the work. An employee on the recall list shall be notified by the CTC of every available vacancy at a similar or lower level, by registered mail or commercial courier service, at the last address filed with the Human Resource Services. 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.

#### 18.04 **Leave Without Pay for Other Reasons**

At its discretion, the Employer 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 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,

- (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.

<b>Article 20 Severance Pay</b>
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**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, and the tenth (10th) year of continuous employment in the case of resignation.

**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) Lay-Off

When an employee has been permanently laid-off, the employee 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 any reason in respect of which Severance Pay was granted .

(b) 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*.

(c) Retirement

Subject to article 20.02(g), 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.

(d) 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.

(e) 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.

(f) Resignation

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

(g) 1. Articles 20.02 c) and 20.02 (f) 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 c)

effective August 24, 2011. These employees shall be entitled to a severance payment in accordance with article 20.02c) 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 (f) shall not apply to employees hired after August 1, 2005.

4. Articles 20.02 (c) and 20.02 (f) 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(f) 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.

#### **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*.

<b>Article 27 Check Off – Union dues</b>
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- 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 (1<sup>st</sup>) 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 subpoena 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 a 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.

<b>Article 32 Layoff and Recall</b>
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**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 these articles shall have their salary protected in the following way. The employee will be entitled to his next anniversary increase as well his next adjustment to the rate of pay applicable to their former position. Following these two increases the employee's salary will remain the same without any increase until the pay range of the level of his new position reaches his salary.

**32.03 Notice of Lay-Off**

- (a) The notice of lay-off shall provide the employee with a notice period of six (6) months 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 or for which the CTC determines he would be able to meet this standard with reasonable training not to exceed the cost of \$8000 and at no cost to the employee.
- (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 a 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 months notice (notice of layoff), the employee will have the following options:
  - (i) Transition Support Measure is a cash payment in the amount of one-week pay for each complete year of continuous employment. Employees choosing this Option must resign but will be considered to be laid-off for purposes of severance pay.

- or -

- (ii) elect recall in accordance with clause 32.06

**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 months. The layoff severance pay in this collective agreement is separate from, and in addition to, the lump sum payment in this article.

**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 (1<sup>st</sup>) 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 Recall**

If no position has been found before the expiry of the surplus notice, the employee will receive a lay-off notice at least one month before the scheduled lay-off date.

Employees will be recalled in their original classification level or a similar or lower classification level, providing that the CTC determines that the employee has the necessary knowledge, skills, qualifications and ability to perform the work. An employee will be eligible for recall for twelve (12) months following the date of lay-off. Employees who resign and elect to receive pay in lieu of notice period pursuant to clause 32.04 of this collective agreement shall not be eligible for recall. Prior to hiring new employees, the CTC will offer recall to laid-off employees, providing that the CTC determines that the employee has the necessary knowledge, skills, qualifications and ability to satisfactorily perform the work.

**32.07 Benefits for employees on the recall list**

Employees on the recall list will be entitled to the following coverage in accordance with the terms of the policies:

- Health care insurance
- Dental insurance
- Long term disability
- Group life insurance

**32.08 Notice of Job Vacancies for Employees on the Recall List**

- a) An employee on the recall list shall be notified by the CTC of every available vacancy at a similar or lower level, by registered mail or commercial courier service, at the last address filed with the Human Resource Services.
- b) An employee on the recall list may decline to accept a vacancy in a determinate position without losing rights under this article.
- c) An employee on the recall list who accepts a vacancy in a determinate position will retain the right to receive recall notice to any indeterminate vacancy that may arise.

**32.09 Career Transition**

During the notice of layoff period

- a) The CTC is responsible to advise affected employees on their opportunities of finding continuing employment.
- 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.

**32.10 Relocation of CTC Operations**

- a) In cases where the CTC or any part of its operations 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 months, their intention to move to the new location. If the employee's intention is not to move with the relocated position, the President, after having considered relevant factors, can either provide the employee with a guarantee of a reasonable job offer or access to the benefits of this article.
- c) Although the CTC will endeavour to respect employee location preferences, nothing precludes the CTC from offering the relocated position to employees in receipt of a guarantee of a reasonable job offer from the CTC, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location of preference area.
- d) Employees who accept a position at the new location will be reimbursed for all moving expenses in accordance with the Treasury Board Relocation and Removal Directives in effect on April 1, 2005.

#### **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.
- 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 People Development 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 People Development policies or introducing new People Development 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.

<b>Article 44 Employment References</b>
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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.

<b>Article 45 Part Time Employees</b>
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**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 two five per cent (4.25%) for all straight-time hours worked during the period of part-time employment.

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 up to the regular daily scheduled hours of work as specified by this Agreement and double (2T) thereafter.

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:

(a) when the entitlement is nine decimal three seven five (9.375) hours a month, .250 multiplied by the number of hours in the employee's work week per month;

- (b) when the entitlement is twelve decimal five (12.5) hours a month, .333 multiplied by the number of the hours in the employee's work week per month;
- (c) when the entitlement is thirteen decimal seven five (13.75) hours a month, .367 multiplied by the number of hours in the employee's work week per month;
- (d) when the entitlement is fourteen decimal three seven five (14.375) hours a month, .383 multiplied by the number of hours in the employee's work week per month;
- (e) when the entitlement is fifteen decimal six two five (15.625) hours a month, .417 multiplied by the number of hours in employee's work week per month;
- (f) when the entitlement is sixteen decimal eight seven five (16.875) hours a month, .450 multiplied by the number of hours in the employee's workweek per month;
- (g) when the entitlement is eighteen decimal seven five (18.75) hours a month, .500 multiplied by the number of hours in the employee's workweek per month;

**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.

<b>Article 46 Pay Administration</b>
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- 46.01 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.
- 46.02 The rates of pay set forth in Appendix "A" shall become effective on the date specified therein.
- 46.03 When two (2) or more of the following actions occur on the same date, namely appointment, pay increment, pay revision, the employee's rate of pay shall be calculated in the following sequence:

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

**46.04 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. However, where the recalculated rate is at the lower step in the range, the new rate shall be the rate of pay shown immediately below 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.

46.05 The Memorandum of Understanding signed by the former Employer Treasury Board and the Professional Institute of the Public Service of Canada dated July 21, 1982 in respect of red-circled employees forms part of this Collective Agreement.

46.06 **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.

<b>Article 47 CTC Pension and Insurance Plans</b>
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47.01 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.

47.02 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 48 Duration and Agreement Re-opener**

- 48.01 The duration of this collective agreement shall be from the date it is signed to June 20, 2014.
- 48.02 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 \_\_\_\_\_, 2011.

**For the Employer**

\_\_\_\_\_  
Michele Mckenzie  
President and CEO, Canadian  
Tourism Commission

\_\_\_\_\_  
Chantal Péan

\_\_\_\_\_  
Jean-Sébastien Lesage

\_\_\_\_\_  
Anna Blaszczyńska

\_\_\_\_\_  
Steven Williams

**For the Union**

\_\_\_\_\_  
David Gray  
Vice-President, Professional  
Institute of the Public Service of  
Canada

\_\_\_\_\_  
Paul Hawes

\_\_\_\_\_  
Charles Bolduc

\_\_\_\_\_  
Adam Brownfield

\_\_\_\_\_  
Lyne Morin

## **APPENDIX A**

### **RATES OF PAY**

#### **Pay increments**

- (a) The pay increment period is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.
- (b) The anniversary date for a full-time employee who was appointed to a position in the bargaining unit from the Public Service on January 2, 2001, remains unchanged. The pay increment date for a full-time employee appointed to a position in the bargaining unit on promotion, demotion or from outside the CTC after January 2, 2001 shall be the anniversary date of such appointment.

#### **Adjustments to Rates of Pay**

- (a) An employee shall, on the relevant effective date of adjustments to rates of pay, be paid in the new scale of rates at the rate shown immediately below the employee's former rate.
- (b) 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.

**AS - Administrative Services Group Annual Rates of Pay  
(in dollars)**

**AS - GROUPE SERVICES ADMINISTRATIFS – TAUX DE RÉMUNÉRATION  
(en dollars)**

<b>AS-01</b>	From / De	46,643	48,418	50,257	52,167	
	6/21/2011	47,459	49,265	51,136	53,080	
	6/21/2012	48,290	50,127	52,031	54,009	
	6/21/2013	49,135	51,005	52,942	54,954	
<b>AS-02</b>	From / De	51,975	53,948	55,999		
	6/21/2011	52,885	54,892	56,979		
	6/21/2012	53,810	55,853	57,976		
	6/21/2013	54,752	56,830	58,991		
<b>AS-03</b>	From / De	55,709	57,828	60,024		
	6/21/2011	56,684	58,840	61,074		
	6/21/2012	57,676	59,870	62,143		
	6/21/2013	58,685	60,917	63,231		
<b>AS-04</b>	From / De	60,855	63,168	65,757		
	6/21/2011	61,920	64,273	66,908		
	6/21/2012	63,004	65,398	68,079		
	6/21/2013	64,106	66,543	69,270		
<b>AS-05</b>	From / De	72,650	75,411	78,546		
	6/21/2011	73,921	76,731	79,921		
	6/21/2012	75,215	78,073	81,319		
	6/21/2013	76,531	79,440	82,742		
<b>AS-06</b>	From / De	80,923	83,998	87,298		
	6/21/2011	82,339	85,468	88,826		
	6/21/2012	83,780	86,964	90,380		
	6/21/2013	85,246	88,486	91,962		
<b>AS-07</b>	From / De	85,182	88,420	91,779	94,533	97,396
	6/21/2011	86,673	89,967	93,385	96,187	99,100
	6/21/2012	88,189	91,542	95,019	97,871	100,835
	6/21/2013	89,733	93,144	96,682	99,583	102,599

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

**CR - GROUPE COMMIS AUX ÉCRITURES ET AUX REGLEMENTS  
(en dollars)**

<b>CR-02</b>	From / De	34,372	35,165	35,946	36,732
	6/21/2011	34,974	35,780	36,575	37,375
	6/21/2012	35,586	36,407	37,215	38,029
	6/21/2013	36,208	37,044	37,866	38,694
<b>CR-03</b>	From / De	38,985	40,008	41,029	42,052
	6/21/2011	39,667	40,708	41,747	42,788
	6/21/2012	40,361	41,421	42,478	43,537
	6/21/2013	41,068	42,145	43,221	44,299
<b>CR-04</b>	From / De	43,196	44,341	45,485	46,426
	6/21/2011	43,952	45,117	46,281	47,238
	6/21/2012	44,721	45,907	47,091	48,065
	6/21/2013	45,504	46,710	47,915	48,906
<b>CR-05</b>	From / De	47,207	48,505	49,812	51,108
	6/21/2011	48,033	49,354	50,684	52,002
	6/21/2012	48,874	50,218	51,571	52,912
	6/21/2013	49,729	51,096	52,473	53,838

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

**IS - GROUPE SERVICES D'INFORMATION - TAUX DE RÉMUNÉRATION ANNUELS  
(en dollars)**

<b>IS-02</b>	From / De	51,975	53,948	55,999		
	6/21/2011	52,885	54,892	56,979		
	6/21/2012	53,810	55,853	57,976		
	6/21/2013	54,752	56,830	58,991		
<b>IS-03</b>	From / De	60,855	63,168	65,757		
	6/21/2011	61,920	64,273	66,908		
	6/21/2012	63,004	65,398	68,079		
	6/21/2013	64,106	66,543	69,270		
<b>IS-04</b>	From / De	72,650	75,411	78,546		
	6/21/2011	73,921	76,731	79,921		
	6/21/2012	75,215	78,073	81,319		
	6/21/2013	76,531	79,440	82,742		
<b>IS-05</b>	From / De	80,923	83,998	87,298		
	6/21/2011	82,339	85,468	88,826		
	6/21/2012	83,780	86,964	90,380		
	6/21/2013	85,246	88,486	91,962		
<b>IS-06</b>	From / De	85,182	88,420	91,779	94,533	97,396
	6/21/2011	86,673	89,967	93,385	96,187	99,100
	6/21/2012	88,189	91,542	95,019	97,871	100,835
	6/21/2013	89,733	93,144	96,682	99,583	102,599

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

**FI - GROUPE GESTION FINANCIERE - TAUX DE RÉMUNÉRATION ANNUELS  
(en dollars)**

<b>FI-01</b>	From / De	48,030	50,252	52,473	54,695	56,913	59,139	61,359	63,580	66,055
	6/21/2011	48,871	51,131	53,391	55,652	57,909	60,174	62,433	64,693	67,211
	6/21/2012	49,726	52,026	54,326	56,626	58,922	61,227	63,525	65,825	68,387
	6/21/2013	50,596	52,937	55,276	57,617	59,954	62,298	64,637	66,977	69,584
<b>FI-02</b>	From / De	58,466	61,179	63,889	66,604	69,317	72,032	74,742	77,756	
	6/21/2011	59,489	62,250	65,007	67,770	70,530	73,293	76,050	79,117	
	6/21/2012	60,530	63,339	66,145	68,956	71,764	74,575	77,381	80,501	
	6/21/2013	61,589	64,447	67,302	70,162	73,020	75,880	78,735	81,910	
<b>FI-03</b>	From / De	73,980	77,094	80,212	83,325	86,440	89,904	93,498		
	6/21/2011	75,275	78,443	81,616	84,783	87,953	91,477	95,134		
	6/21/2012	76,592	79,816	83,044	86,267	89,492	93,078	96,799		
	6/21/2013	77,932	81,213	84,497	87,777	91,058	94,707	98,493		
<b>FI-04</b>	From / De	82,622	86,125	89,636	93,146	96,653	100,585	104,571		
	6/21/2011	84,068	87,632	91,205	94,776	98,344	102,345	106,401		
	6/21/2012	85,539	89,166	92,801	96,435	100,065	104,136	108,263		
	6/21/2013	87,036	90,726	94,425	98,122	101,817	105,959	110,158		



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

**CS - GROUPE SYSTÈMES D'ORDINATEURS  
(en dollars)**

<b>CS-01</b>	From / De	50,249	52,143	54,035	55,915	57,794	59,674	61,553	
	6/21/2011	51,128	53,056	54,981	56,894	58,805	60,718	62,630	
	6/21/2012	52,023	53,984	55,943	57,889	59,834	61,781	63,726	
	6/21/2013	52,934	54,929	56,922	58,902	60,882	62,862	64,841	
<b>CS-02</b>	From / De	62,437	64,464	66,493	68,523	70,551	72,581	74,609	
	6/21/2011	63,530	65,592	67,657	69,722	71,786	73,851	75,915	
	6/21/2012	64,641	66,740	68,841	70,942	73,042	75,144	77,243	
	6/21/2013	65,773	67,908	70,045	72,184	74,320	76,459	78,595	
<b>CS-03</b>	From / De	73,877	76,454	79,034	81,612	84,191	86,769	89,347	
	6/21/2011	75,170	77,792	80,417	83,040	85,664	88,287	90,911	
	6/21/2012	76,485	79,153	81,824	84,493	87,163	89,832	92,502	
	6/21/2013	77,824	80,538	83,256	85,972	88,689	91,405	94,120	
<b>CS-04</b>	From / De	84,732	87,689	90,643	93,598	96,554	99,509	102,466	
	6/21/2011	86,215	89,224	92,229	95,236	98,244	101,250	104,259	
	6/21/2012	87,724	90,785	93,843	96,903	99,963	103,022	106,084	
	6/21/2013	89,259	92,374	95,486	98,598	101,712	104,825	107,940	
<b>CS-05</b>	From / De	97,709	101,387	105,065	108,746	112,429	116,109	119,787	123,468
	6/21/2011	99,419	103,161	106,904	110,649	114,397	118,141	121,883	125,629
	6/21/2012	101,159	104,967	108,774	112,585	116,398	120,208	124,016	127,827
	6/21/2013	102,929	106,804	110,678	114,556	118,435	122,312	126,187	130,064

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

**CO - COMMERCE - TAUX DE RÉMUNÉRATION ANNUELS  
(en dollars)**

<b>CO-01</b>	From / De	48,958	51,269	53,580	55,898	58,197	60,516	62,823	65,135	
	6/21/2011	49,815	52,166	54,518	56,876	59,215	61,575	63,922	66,275	
	6/21/2012	50,687	53,079	55,472	57,872	60,252	62,653	65,041	67,435	
	6/21/2013	51,574	54,008	56,442	58,884	61,306	63,749	66,179	68,615	
<b>CO-02</b>	From / De	63,819	67,147	70,469	73,798	77,115	80,442	83,760	87,091	90,413
	6/21/2011	64,936	68,322	71,702	75,089	78,465	81,850	85,226	88,615	91,995
	6/21/2012	66,072	69,518	72,957	76,404	79,838	83,282	86,717	90,166	93,605
	6/21/2013	67,228	70,734	74,234	77,741	81,235	84,740	88,235	91,744	95,243
<b>CO-03</b>	From / De	78,221	81,924	85,624	89,323	93,021	96,720	100,201		
	6/21/2011	79,590	83,358	87,122	90,886	94,649	98,413	101,955		
	6/21/2012	80,983	84,816	88,647	92,477	96,305	100,135	103,739		
	6/21/2013	82,400	86,301	90,198	94,095	97,991	101,887	105,554		
<b>CO-04</b>	From / De	89,306	93,351	97,351	101,114	104,874	108,633			
	6/21/2011	90,869	94,985	99,055	102,883	106,709	110,534			
	6/21/2012	92,459	96,647	100,788	104,684	108,577	112,468			
	6/21/2013	94,077	98,338	102,552	106,516	110,477	114,437			

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

**PG - ACHAT ET APPROVISIONNEMENT – TAUX DE RÉMUNÉRATION ANNUELS  
(en dollars)**

<b>PG-01</b>	From / De	37,624	39,539	41,470	43,398	45,327	47,259	49,187
	6/21/2011	38,282	40,231	42,196	44,157	46,120	48,086	50,048
	6/21/2012	38,952	40,935	42,934	44,930	46,927	48,928	50,924
	6/21/2013	39,634	41,651	43,685	45,716	47,749	49,784	51,815
<b>PG-02</b>	From / De	49,418	51,610	53,813	56,004			
	6/21/2011	50,283	52,513	54,755	56,984			
	6/21/2012	51,163	53,432	55,713	57,981			
	6/21/2013	52,058	54,367	56,688	58,996			
<b>PG-03</b>	From / De	54,997	57,460	59,911	62,360			
	6/21/2011	55,959	58,466	60,959	63,451			
	6/21/2012	56,939	59,489	62,026	64,562			
	6/21/2013	57,935	60,530	63,112	65,692			
<b>PG-04</b>	From / De	65,253	68,163	71,083	74,009			
	6/21/2011	66,395	69,356	72,327	75,304			
	6/21/2012	67,557	70,570	73,593	76,622			
	6/21/2013	68,739	71,805	74,881	77,963			
<b>PG-05</b>	From / De	76,786	80,238	83,682	86,906			
	6/21/2011	78,130	81,642	85,146	88,427			
	6/21/2012	79,497	83,071	86,636	89,974			
	6/21/2013	80,888	84,525	88,153	91,549			
<b>PG-06</b>	From	86,619	88,382	90,018	91,651	93,288	94,910	96,540
	6/21/2011	88,135	89,929	91,593	93,255	94,921	96,571	98,229
	6/21/2012	89,677	91,502	93,196	94,887	96,582	98,261	99,948
	6/21/2013	91,247	93,104	94,827	96,547	98,272	99,980	101,698

**GT - General Technical Group Annual Rates of Pay  
(in dollars)**

**GT- GROUPE TECHNICIENS DIVERS - TAUX DE RÉMUNÉRATION ANNUELS  
(en dollars)**

<b>GT-01</b>	From / De	36,039	40,253	41,333	42,404	44,101
	6/21/2011	36,670	40,957	42,056	43,146	44,873
	6/21/2012	37,311	41,674	42,792	43,901	45,658
	6/21/2013	37,964	42,403	43,541	44,669	46,457
<b>GT-02</b>	From / De	44,926	46,228	47,530	48,831	50,782
	6/21/2011	45,712	47,037	48,362	49,686	51,671
	6/21/2012	46,512	47,860	49,208	50,555	52,575
	6/21/2013	47,326	48,698	50,069	51,440	53,495
<b>GT-03</b>	From / De	50,243	51,749	53,268	54,780	56,969
	6/21/2011	51,122	52,655	54,200	55,739	57,966
	6/21/2012	52,017	53,576	55,149	56,714	58,980
	6/21/2013	52,927	54,514	56,114	57,707	60,013
<b>GT-04</b>	From / De	56,608	58,363	60,124	61,886	64,362
	6/21/2011	57,599	59,384	61,176	62,969	65,488
	6/21/2012	58,607	60,424	62,247	64,071	66,634
	6/21/2013	59,632	61,481	63,336	65,192	67,800
<b>GT-05</b>	From / De	63,537	65,484	67,440	69,464	72,243
	6/21/2011	64,649	66,630	68,620	70,680	73,507
	6/21/2012	65,780	67,796	69,821	71,917	74,794
	6/21/2013	66,931	68,982	71,043	73,175	76,103

**ES - Economics and Social Sciences Services Group Annual Rates of Pay  
(in dollars)**

**ES- GROUPE ÉCONOMIQUE ET SERVICES DE SCIENCES SOCIALES  
(en dollars)**

<b>ES-01</b>	From / De	44,719	46,286	47,906	49,583	52,014
	6/21/2011	45,502	47,096	48,744	50,451	52,924
	6/21/2012	46,298	47,920	49,597	51,334	53,850
	6/21/2013	47,108	48,759	50,465	52,232	54,793
<b>ES-02</b>	From / De	50,539	51,783	53,040	54,895	57,391
	6/21/2011	51,423	52,689	53,968	55,856	58,395
	6/21/2012	52,323	53,611	54,913	56,833	59,417
	6/21/2013	53,239	54,549	55,874	57,828	60,457
<b>ES-03</b>	From / De	59,501	61,741	63,823	66,062	69,070
	6/21/2011	60,542	62,821	64,940	67,218	70,279
	6/21/2012	61,602	63,921	66,076	68,394	71,509
	6/21/2013	62,680	65,039	67,233	69,591	72,760
<b>ES-04</b>	From / De	71,202	73,817	76,072	78,558	82,132
	6/21/2011	72,448	75,109	77,403	79,933	83,569
	6/21/2012	73,716	76,423	78,758	81,332	85,032
	6/21/2013	75,006	77,761	80,136	82,755	86,520
<b>ES-05</b>	From / De	80,912	83,401	86,323	89,428	93,497
	6/21/2011	82,328	84,861	87,834	90,993	95,133
	6/21/2012	83,769	86,346	89,371	92,585	96,798
	6/21/2013	85,235	87,857	90,935	94,206	98,492
<b>ES-06</b>	From / De	90,995	94,232	97,076	100,019	104,570
	6/21/2011	92,587	95,881	98,775	101,769	106,400
	6/21/2012	94,208	97,559	100,503	103,550	108,262
	6/21/2013	95,856	99,266	102,262	105,362	110,157
<b>ES-07</b>	From / De	99,583	102,448	105,286	108,264	113,191
	6/21/2011	101,326	104,241	107,129	110,159	115,172
	6/21/2012	103,099	106,065	109,003	112,086	117,187
	6/21/2013	104,903	107,921	110,911	114,048	119,238

## APPENDIX B

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 CS TERMINABLE ALLOWANCE

### Application

1. The parties agree that incumbents of positions at the CS-1 through CS-5 levels shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:

(a) An Allowance to be paid in accordance with the following grid:

TERMINABLE ALLOWANCE	
	Monthly Payments in respect of June 2011 to June 2014
CS-1	\$139
CS-2	\$176
CS-3	\$212
CS-4	\$248
CS-5	\$285

(b) The Terminable Allowance specified above does not form part of an employee's salary.

(c) An employee shall be paid the Terminable Allowance for each calendar month for which the employee receives at least ten (10) days' pay.

(d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.

(e) Subject to (f) below, the amount of the Terminable Allowance payable is that amount specified in 1(a) for the level of the employee's substantive position.

(f) When an employee is required by the Employer to perform the duties of a higher classification level within the CS group in accordance with clause 46.06, the Terminable Allowance payable shall be proportionate to the time at each level.

2. Part-time employees shall be entitled to the Allowance on a pro rata basis.

3. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.

4. This Memorandum of Understanding expires on June 21, 2014.

## **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 TO JOINT CONSULTATION REGARDING THE  
IMPLEMENTATION OF A PERFORMANCE PAY PLAN**

The employer and the union agree to establish a joint committee made up of an equal number of representatives from each party for the purpose of looking at the concept of performance pay for the employees of the Employer. The joint committee shall report their findings to the parties prior to the commencement of the next round of collective bargaining.

## **APPENDIX D**

**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 APPLICATION OF ARTICLE 17.01 (g) paragraph 4**

The parties agree that Article 17.01 (g) paragraph 4 applies to the following individuals:

- Paula Brennan;
- George Chyzyj;
- Micheline De Bellefeuille;
- Yolaine Dupont;
- Nicole Massé;
- William Sims;
- Yukiyo Toyoda;
- Patricia Urquhart;
- Frank Verschuren.