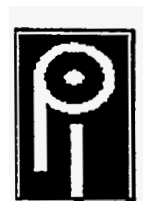


AGREEMENT  
BETWEEN  
THE CANADIAN COMMERCIAL  
CORPORATION  
AND  
THE PROFESSIONAL INSTITUTE OF THE  
PUBLIC SERVICE OF CANADA

**Expiry Date: June 19, 2004**



10850 (03)

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**ARTICLE A-1  
PURPOSE AND SCOPE  
OF AGREEMENT**

- A1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Corporation, the Bargaining Agent and the Employees, and to set forth the terms and conditions of employment upon which agreement has been reached through collective bargaining.
- A1.02 The parties to this Agreement share a desire to improve the quality of the services provided by the Canadian Commercial Corporation and to promote the well-being and increased efficiency of employees to the end that the people of Canada will be well and efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Corporation.

**ARTICLE A-2  
RECOGNITION "**

- A2.01 The Corporation recognizes the Professional Institute of the Public Service of Canada as the exclusive bargaining agent for all employees of the Corporation as defined in the certificate issued by the Canada Industrial Relations Board on the tenth (10<sup>th</sup>) day of February 1994.

**ARTICLE A-3  
APPLICATION**

- A3.01 ~~me~~ provisions of this Agreement apply to the Bargaining Agent, Employees and the Corporation.
- A3.02 Both the English and French texts of this Agreement shall be official.
- A3.03 in this Agreement, if the masculine gender is used, it is without discrimination and only to lighten the text.

**ARTICLE A-4  
MANAGERIAL RESPONSIBILITIES**

- A4.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities by the Corporation.

**ARTICLE A-5  
STATE SECURITY**

- A5.01 Nothing in this Agreement shall be construed to require the Corporation to do or refrain from doing anything contrary to any instruction, direction or regulations given or made by or on behalf of the Government of Canada in the interest of the safety and security of Canada or any state allied or associated with Canada.

## ARTICLE A-6 PRECEDENCE OF LEGISLATION AND THE COLLECTIVE AGREEMENT

- A6.01 In the event that any law passed by Parliament applying to employees of the Corporation covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

## ARTICLE A-7 INTERPRETATION AND DEFINITIONS

- A7.01 For the purpose of this Agreement.

- (a) "Bargaining Agent" means the party described in the certificate issued by the Canada Industrial Relations Board on February 10, 1994, certifying the Professional Institute of the Public Service of Canada to represent employees of the Corporation;^
- (b) "bargaining unit" means the employees of the Corporation as defined in the certificate issued by the Canada Industrial Relations Board on February 10, 1994; \*\*
- (c) "common law spouse", means a person with whom an employee, for a continuous period of at least one year, has lived, publicly represented to be their spouse, and with whom they intend to continue to live in a conjugal relationship. \*\*
- (d) "continuous employment" means uninterrupted employment with the Corporation and includes continuous employment in the Public Service as defined in Schedule 1 Part I of the Public Service Staff Relations Act;
- (e) "Corporation" means the Canadian Commercial Corporation;
- (f) "day of rest" in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of the position other than by reason of being on leave or absent from duty without permission;
- (g) "determinate employee" means an employee who is employed for a specific period of employment;
- (h) "double time" means two (2) times the employee's hourly rate of pay;
- (i) "employee" means a person so defined in the Canada Labour Code, and who is included in the Bargaining Unit;
- (j) "holiday" means the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a holiday in this Agreement;
- (k) "Indeterminate employee" means an employee who is employed for an indeterminate period of employment;
- (l) "lay-off" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function;
- (m) "leave" means authorized absence from duty by an employee during his/her regular or normal hours of work;
- (n) "membership dues" means the dues established pursuant to the constitution of the Bargaining Agent as the dues payable by its members as a consequence of their membership in the organization, and shall not include any initiation fee, insurance premium, or special levy;
- (o) "overtime" means:

(i) in the case of a full-time employee, authorized **work** in excess of the scheduled hours of work:

or

(ii) in the case of a part-time employee, authorized **work** in excess of the normal daily or weekly hours of work of a full-time employee, but does not include time worked on a holiday:

(p) 'spouse' includes a common law spouse; \*\*

(q) "straight-time rate" means a full-time employee's hourly rate of pay, which is the full-time employee's weekly rate of pay divided by the normal number of hours in his/her work week;

(r) "time and one half" means one and one half (1 1/2) times the employee's hourly rate of pay;

(s) "weekly rate of pay" means a full-time employee's annual rate of pay divided by 52.176.

A7.02

Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the Canada Labour Code, have the same meaning as given to them in the Canada Labour Code.

## ARTICLE B-1 HOURS OF WORK

**B1.01** The parties to this Agreement share a common desire to provide the hours of operation necessary to ensure that the Corporation's clients, foreign and domestic, will receive exceptional, efficient, and timely service.

**B1.02** General

For the purposes of this Article, a week shall consist of seven (7) consecutive days beginning at 0:01 hours Monday morning and ending at **24:00** hours Sunday. The day is a twenty-four (24) hour period commencing at 00:01 hours.

- B1.03**
- @) Subject to variation in accordance with this Article, the scheduled work week shall be thirty-seven and one half (37 1/2) hours from Monday to Friday inclusive. The scheduled work day shall be seven and one half (7 1/2) consecutive hours, exclusive of a lunch period. The work day shall begin no earlier than 7:00 a.m. and end no later than 6:00 p.m. \*\*
  - (b) Employees shall be informed by written notice of their scheduled hours of work. Any changes to the scheduled hours shall be by written notice to the employee(s) concerned.
  - (c) Employees must take a minimum of 30 minutes for a lunch break.

**B1.04** The weekly and daily hours of work shall not be varied, except in situations significantly beyond the control of the Corporation. Meaningful consultation with the Bargaining Agent shall precede any variation when it is reasonable and possible to do so. The annual total of hours will remain unchanged.

**B1.05** Rest Periods

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

**B1.06** Tele-Work, Flexible Hours, Compressed Work Week

- (a) Notwithstanding the provisions of this Article, upon request of the employee and, subject to operational requirements and approval by the Corporation, an employee may complete the normal weekly hours in a manner other than that described in B1.03.
- (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 Corporation to schedule any hours of work permitted by the terms of this Agreement.
- (c) Where there is no mutual agreement to implement tele-work, flexible hours or a compressed work week, hours of work will be scheduled in accordance with the collective agreement.

**B1.07** Scheduling Matters Regarding Compressed Work Week \*\*

Subject to B1.06, an employee may, with the Corporation's approval, choose a work schedule of:

- (a) four (4) days at eight (8) hours fifteen (15) minutes and one (1) day at four (4) hours thirty (30) minutes;
- or

- (b) nine (9) days of work per ten (10) working day period at eight (8) hours twenty (20) minutes per day

**B1.08** When a designated holiday occurs, the employee shall account for the difference in the hours between his or her normal compressed work day and the regular work hours of the designated holiday. \*\*

**B1.09** Employees may account for the time stated in **B1.08** by:

- (a) submitting a vacation/compensatory leave form for the amount of the difference,  
or
- (b) increasing the length of the work day during the 14 calendar day period containing the designated holiday to account for the difference.

## **ARTICLE B-2 OVERTIME**

**B2.01** "Compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in the certificate or letter of appointment on the day immediately prior to the day on which the leave is taken.

**B2.02** Assignment of Overtime Work

- (a) Subject to operational requirements, the Corporation shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis among the readily available, qualified employees.
- (b) Except in cases of an emergency, call-back or mutual agreement with the employee, the Corporation shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.

**B2.03** Overtime Compensation

Subject to **B2.08**, an employee who is required to work overtime on a scheduled work day is entitled to compensation at time and one-half (1 1/2) for all overtime hours.

**B2.04** Subject to **B2.08**:

- (a) a full time employee who is required to work on a first day of rest is entitled to compensation at time and one-half (1 1/2) for his/her normal daily hours of work and double (2) time thereafter;
- (b) a full-time employee who is required to work on a second or subsequent day of rest is entitled to compensation at double (2) time. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

**B2.05** Subject to **B2.08**, when an employee is required to report for work and reports on a day of rest, he/she shall be paid the greater of:

- (a) compensation at the applicable overtime rate;
- or

- (b) compensation equivalent to four (4) hours' pay at the hourly rate of pay, except that the minimum of four (4) hours' pay shall apply only the first time that an employee reports for work during a period of eight (8) hours, starting with the employee's first reporting.

**B2.06** When an employee is required to report for work and reports under the conditions described in **B2.04** and **B2.12**, and is required to use transportation services other than normal public transportation services, he/she shall be reimbursed for reasonable expenses incurred as follows:

- (a) kilometric allowance at the rate normally paid to an employee when authorized by the Corporation to use his/her automobile when the employee travels by means of his/her own automobile,  
  
or
- (b) out of pocket expenses for other means of commercial transportation.

**B2.07** Other than when required by the Corporation to use a vehicle of the Corporation for transportation to a work location other than his/her normal place of work, time spent by the employee reporting to work or returning to his/her residence shall not constitute time worked.

**B2.08** An employee is entitled to overtime compensation under **B2.03**, **B2.04** and **B2.05** for each completed period of fifteen (15) minutes of overtime worked:

- (a) when the overtime work is authorized in advance by the Corporation or is in accordance with standard operating instructions;  
  
and
- (b) when the employee does not control the duration of the overtime work.

**B2.09** Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Corporation, overtime may be compensated in equivalent leave with pay. The Corporation shall grant compensatory leave at times convenient to both the employee and the Corporation. Compensatory leave with pay not used by the end of a twelve month period, to be determined by the Corporation, will be paid for in cash. Such payment will be at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate or letter of appointment at the end of the twelve (12) month period.

**B2.10** Overtime (Meal Allowances)\*\*

- (a) Except where free meals are provided, an employee shall be reimbursed for meals to a maximum of ten dollars (\$10.00), supported by receipts where an employee:
  - (i) works three (3) or more hours of overtime immediately before or immediately following the scheduled hours of work ;  
  
or
  - (ii) works overtime continuously extending four (4) hours or more beyond the period provided for in (i) above.
- (b) Reasonable time with pay, to be determined by the Corporation, shall be allowed the employee in order that a meal break may be taken either at or adjacent to the place of work.

**B2.11** For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.

**B2.12** Compensation under this Article shall not be paid for overtime worked by an employee at courses, training sessions, conferences and seminars unless the employee is required to attend by the Corporation.

**B2.13** If an employee reports for work after being given instruction before the termination of his/her work schedule, or at any earlier time of day, to work overtime at a specified time on a regular working day for a period which is not contiguous to his/her schedule, he/she shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight-time, whichever is the greater.

### **ARTICLE B-3 DESIGNATED PAID HOLIDAYS**

**B3.01** Subject to **B3.02**, the following days shall be designated holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) Victoria Day,
- (e) Canada Day,
- (f) Labour Day,
- (g) Thanksgiving Day,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) The first Monday in August,
- (l) Any additional day when proclaimed by an Act of Parliament as a national holiday.

**B3.02** An employee absent without pay on both his/her full working day immediately preceding and his/her full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of **C-17**, Leave With or Without Pay for Bargaining Agent Business or Other Activities Under the Canada Labour Code.

- B3.03**
- (a) When a day designated as a holiday under **B3.01** coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following his/her day of rest. When a day that is a designated holiday is moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.
  - (b) When two (2) days designated as holidays under **B3.01** coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days count as holidays and not as days of leave.

**B3.04** When a day designated as a holiday for an employee is moved to another day under the provisions of **B3.03**:

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

**B3.05** When an employee works on a holiday, the employee shall be paid:

- (a) time and one-half (1 1/2) for all hours worked up to the regular daily scheduled hours of work and double (2) time thereafter, in addition to the pay that the employee would have been granted had he/she not worked on the holiday,  
  
or

- (b) upon request, and with the approval of the Corporation, the employee may be granted:
  - (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of a holiday, and
  - (ii) pay at one and one half (1 1/2) times the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work, and
  - (iii) pay at two (2) times the straight-time rate of pay for all hours worked by him/her on the holiday in excess of the regular daily scheduled hours of work.
- (c) (i) Subject to operational requirements and adequate advance notice, the Corporation shall grant lieu days at such times as the employee may request.
- (ii) When in a fiscal year an employee has not been granted all of his/her lieu days as requested by him/her, at his/her option, such lieu days shall be paid off at his/her straight-time rate of pay or carried over for one year. In all other cases unused lieu days shall be paid off at the employee's straight-time rate of pay.
- (iii) The straight time rate of pay referred to in B3.05(c)(ii) shall be the rate in effect when the lieu day was earned.

**B3.06** When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:

- (a) compensation in accordance with the provisions of B3.05;
- (b) compensation equivalent to four (4) hours' pay at the employee's straight-time rate of pay.

**B3.07** Other than when required by the Corporation to use a vehicle of the Corporation for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his/her residence shall not constitute time worked.

**B3.08** Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

**B3.09** Alternative Religious Holidays

- (a) The Corporation shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations.
- (b) Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave or leave without pay for other reasons in order to fulfil their religious obligations.
- (c) Notwithstanding clause (b) above, at the request of the employee and at the discretion of the Corporation, time off with pay may be granted to the employee in order to fulfil his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Corporation. 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 Corporation.
- (d) An employee who intends to request leave or time off under this Article must give notice to the Corporation as far in advance as possible but no later than four (4) weeks before the requested period of absence.

**B3.10**                      Compensation for Work Performed on Alternative Religious Holidays

When an employee's choice of an alternative religious holiday has been approved by the Corporation but, because of operational requirements the employee is subsequently required to work on that day, the employee's leave will be credited and the employee will be paid in accordance with the terms and conditions of the collective agreement.

**ARTICLE B-4  
TRAVEL**

**B4.01**                      Subject to the following, the Corporation agrees that its Travel policy shall be Treasury Board Travel Policy as in effect on the date of signing of this Agreement. Any changes in travel allowances granted during the life of the collective agreement under the Treasury Board Travel Policy will be applied. Other changes to the Corporation's Policy will be determined and implemented by the Corporation after meaningful joint consultation with the local representative of the Bargaining Agent.

**B4.02**                      For the purpose of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.

**B4.03**                      When an employee is required to travel outside his/her headquarters area on the Corporation's business, as these expressions are defined by the Corporation, the time of departure and the means of such travel shall be determined by the Corporation and the employee will be compensated for travel time necessarily spent at each stopover enroute provided such stopover is not longer than three (3) hours.

**B4.04**                      For the purpose of B4.03 and B4.05, 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 Corporation.
- (b)                      For travel by private means of transportation, the normal time as determined by the Corporation to proceed from the employee's place of residence or work place, as applicable, direct to his/her destination and, upon his/her return, direct back to his/her 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 Corporation may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Corporation's original determination.

**B4.05**                      If an employee is required to travel as set forth in B4.03 and B4.04:

- (a)                      On a normal working day on which the employee travels but does not work, the employee shall receive his/her regular pay for the day.
- (b)                      On a normal working day on which the employee travels and works, the employee shall be paid:
  - (i)                      his/her regular pay for the day for a combined period of travel and work not exceeding his/her regular scheduled working hours,and

- (ii) at the applicable overtime rate for additional travel time in excess of his/her regularly scheduled hours 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 of pay.++
- (c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours' pay at the straight-time rate of pay.

**B4.06** Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Corporation.

- B4.07**
- (a) Compensation for travel time will be granted in the form of leave at the same rate that it is earned under this article.
  - (b) In order to provide the employee with sufficient rest to perform his/her duties in the most effective manner, such leave shall be given immediately upon the return of an employee from travel of six (6) hours or more.
  - (c) Notwithstanding B4.07 (b), where operational requirements of an urgent matter require an employee to be at work immediately upon his/her return, the earned leave shall be taken at a date mutually agreed to by the employee and his/her supervisor.
  - (d) Leave that could not be taken shall accumulate and be paid off in cash on March 31 of each year at the rate that it was earned unless the employee and the supervisor agree to extend beyond March 31.
  - (e) The employee will be required to keep a log provided by the Corporation, of all working hours spent on business trips.

## **ARTICLE B-5\*\* RESTRICTION ON OUTSIDE EMPLOYMENT**

**B5.01** Unless otherwise specified by the Corporation as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Corporation.

## **ARTICLE B-6\*\* PART-TIME EMPLOYEES**

**B6.01** Definition

Part-time employee means a person whose normal hours of work are less than those established in the Hours of Work Article of this Agreement.

**B6.02** General

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

**B6.03** Part-time employees shall be paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified for a full-time employee.

**B6.04** The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked 5 days and the weekly hours specified by this Agreement.

**B6.05** 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.

**B6.06** Designated Holidays

A part-time employee shall not be paid for the designated holidays but shall, instead, be paid four and one quarter percent (~~4.25%~~) for all straight time worked.

**B6.07** 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 **B3.01**, the employee shall be paid at time and one-half (~~1 1/2~~) 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 (~~2~~) thereafter.

**B6.08** Overtime

Overtime means authorized work performed in excess of normal daily or weekly hours of work specified by this Agreement, ~~of~~ a full-time employee, but does not include time worked on a holiday.

**B6.09** Subject to **B6.08**, a part-time employee who is required to work overtime shall be paid overtime as specified by this Agreement.

**B6.10** Vacation Leave \*\*

A part-time employee shall ~~earn~~ vacation leave credits for each month in which the employee receives pay for at least ~~twice~~ the number of hours in the employee's normal work week, at the rate for years of employment established in the vacation leave entitlement clause specified by this Agreement, prorated and calculated as follows:

- (a) when the entitlement is **9.375** hours per month, one quarter (**1/4**) of the hours in the employee's work week per month;
- (b) when the entitlement is **12.500** hours per month, one third (**1/3**) of the hours in the employee's work week per month;
- (c) when the entitlement is **15.625** hours per month, five-twelfths (**5/12**) of the hours in the employee's work week per month.

**B6.11** 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 the number of hours in the employee's normal work week.

**B6.12** Vacation and Sick Leave Administration

- (a) For the purposes of administration of **B6.10** and **B6.11**, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average of the hours worked at the straight-time rate 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.

**B6.13**

Severance Pay

Notwithstanding the provisions of Article F-2, Severance Pay, of this Agreement, 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 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 portions shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

**ARTICLE B-7\*\***  
**PROBATIONARY EMPLOYEES**

**B7.01**

Probationary Period

A new employee will be considered on probation for a period of up to one ~~(1)~~ working year. Employment during probation will be credited to the employee for the calculation of continuous employment.

## ARTICLE C-1 LEAVE GENERAL

### C1.01 Definitions

For the purposes of Chapter C, the term "spouse" includes a person who is cohabiting with an employee and who lives together as a spouse in a conjugal relationship at the relevant time, having ~~so~~ cohabited with the employee for at least one year.

C1.02 The Corporation will provide the employee, once in each fiscal year, with a statement containing the balance remaining ~~of~~ vacation and sick leave credits.

C1.03 The amount ~~of~~ leave with pay earned but unused as has been credited to an employee by the Corporation at the time when this Agreement is signed, or at the time when the employee becomes subject ~~to~~ this Agreement, shall be retained by the employee.

C1.04 ~~An~~ employee shall not be granted ~~two~~ (2) different types of leave with pay or monetary remuneration in lieu of leave in respect ~~of~~ the same period of time.

C1.05 ~~An~~ employee is not entitled to leave with pay during periods he/she is on leave without pay or under suspension.

C1.06 In the event of termination of employment for reasons other than death or lay-off, the Corporation shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in his/her certificate or letter of appointment on the date of the termination of his/her employment.

## ARTICLE C-2 VACATION LEAVE WITH PAY

C2.01 The vacation year shall be from April 1st to March 31st of the following calendar year, inclusive.

### C2.02 Accumulation of Vacation Leave Credits\*\*

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

- (a) 9.375 hours until the month in which the employee's eighth (8th) anniversary of service occurs;
- (b) 12.500 hours commencing with the month in which the employee's eighth (8th) anniversary ~~of~~ service occurs;
- (c) 15.625 hours commencing with the month in which the employee's eighteenth (18<sup>th</sup>) anniversary of service occurs;
- (d) 18.750 hours commencing with the month in which the employee's twenty-ninth (29<sup>th</sup>) anniversary of service occurs.

Effective April 1, 2002, an employee shall **earn** vacation leave credits for each calendar month during which the employee receives pay for at least ten (10) days at the following rate:

- (a) 9.375 hours until the month in which the employee's seventh (7th) anniversary of service occurs;
- (b) **12.500** hours commencing with the month in which the employee's seventh (7th) anniversary of service occurs;
- (c) **15.625** hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- (d) 18.750 hours commencing with the month in which the employee's twenty-eighthth (28th) anniversary of service occurs.

**C2.03**      Entitlement to Vacation Leave With Pay

An employee is **entitled** to Vacation Leave With Pay to the extent of his/her **earned** credits but an employee who has completed six months ~~of~~ continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

**C2.04**      Scheduling of Vacation Leave With Pay\*\*

- (a) Employees are expected to take all their vacation leave during the vacation year in which it is **earned**.
- (b) The Corporation shall make reasonable effort to:
  - (i) schedule the employee's vacation leave for at least two **(2)** consecutive weeks, during the period requested, provided notice of the period requested is given by the employee prior to April 1st of any vacation year.
  - (ii) schedule the employee's vacation leave on any other **basis** if the employee gives the Corporation at least two (2) days' advance notice for each day of leave requested.
- (c) The Corporation shall respond to an employee's vacation leave application within one (1) week of receipt ~~of~~ the application if the period of vacation leave requested is greater than one (1) week in duration. For periods of less than one (1) week, the Corporation will respond in a reasonable time period according to the individual's request.
- (d) Subject to operational requirements, the Corporation shall make every reasonable effort to schedule an employee's vacation leave in the vacation year in which it is earned and in a manner acceptable to the employee.

**C2.05**      The Corporation shall give the employee as much notice as is practicable and reasonable that a request for vacation leave has or has not been approved. In the case of disapproval, alteration or cancellation ~~of~~ such leave, the Corporation shall give the **written** reason therefore.

**C2.06**      Where, in respect of any period of vacation leave, an employee:

- (a) is granted bereavement leave, or
- (b)** is granted leave with pay because of illness in the immediate family, or
- (c)** is granted sick leave on production of a medical certificate, or
- (d)** is granted court leave,

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

**C2.07** Where in any vacation year an employee has not been granted all of the vacation leave credited to him/her, the unused portion of the employee's vacation leave shall be carried over in to the following vacation year. Carry-over beyond one year shall not be granted except by mutual consent. Should mutual consent not be achieved, any credits remaining from the previous vacation year shall be paid to the employee effective March 31, of the then present year.

**C2.08** During any vacation year, upon application by the employee and at the discretion of the Corporation, 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/her certificate or letter of appointment of his/her substantive position on March 31st of the previous vacation year.

**C2.09** Recall From Vacation Leave With Pay

- (a) The Corporation will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay.
- (b) Where, during any period of vacation leave with pay, an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses, as normally defined by the Corporation, that he/she incurs:
  - (i) in proceeding to his/her place of duty,  
and
  - (ii) in returning to the place from which the employee was recalled if he/she immediately resumes vacation upon completing the assignment for which he/she was recalled, after submitting such accounts as are normally required by the Corporation.
- (c) The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under **C2.09(b)** to be reimbursed for reasonable expenses incurred by him/her.

**C2.10** 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/her credit by the daily rate of pay as calculated from the classification prescribed in his/her certificate or letter of appointment on the date of the termination of his/her employment.

**C2.11** In the event of termination of employment for reasons other than death or lay-off, the Corporation shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by an employee, as calculated from the classification prescribed in his/her certificate or letter of appointment on the date of the termination of his/her employment.

**C2.12** Notwithstanding C2.10, an employee whose employment is terminated by reason of a declaration that the employee abandoned his/her position is entitled to receive the payment referred to in C2.10, if the employee requests it in writing within six months following the date upon which his/her employment is terminated

**C2.13** Cancellation of Vacation Leave

When the Corporation cancels or alters a period of vacation leave which it has previously approved in writing, the Corporation 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 Corporation may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Corporation.

**C2.14** For the purposes of this Article, an employee on an acting assignment for at least four (4) months shall be entitled to vacation pay at the rate he/she was being paid on the day preceding the leave or payment.

### **ARTICLE C-3 MARRIAGE LEAVE WITH PAY**

- C3.01 (a) After the completion of one (1) year's continuous employment, and providing an employee gives the Corporation at least five (5) days' notice, the employee shall be granted five (5) days' marriage leave with pay for the purpose of getting married.
- (b) For an employee with less than ~~two~~ (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Corporation from any monies owed the employee.

### **ARTICLE C-4 SICK LEAVE WITH PAY**

C4.01 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.

C4.02 Granting of Sick Leave

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

- (a) the employee satisfies the Corporation of this condition in such manner and at such time as may be determined by the Corporation,
- and
- (b) the employee has the necessary sick leave credits.

C4.03 Unless otherwise informed by the Corporation, a statement signed by the employee stating that because of illness or injury he/she was unable to perform his/her duties, shall, when delivered to the Corporation, be considered as meeting the requirements of C4.02(a), if the period of leave with pay requested does not exceed five (5) days, but no employee shall be granted more than ten (10) days' sick leave with pay in a fiscal year solely on the basis of statements signed by him/her.

C4.04 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of C4.02, sick leave with pay may, at the discretion of the Corporation, 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.

C4.05 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee ~~was~~ not granted sick leave with pay.

C4.06 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Corporation or reinstated for use at a later date.

## ARTICLE C-5 BEREAVEMENT LEAVE

### C5.01 Preamble

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

### C5.02 Bereavement Leave With Pay

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

- (a) When a member of an employee's immediate family dies, the employee shall be entitled to bereavement leave with pay for a period of not more than four (4) days, not extending beyond the day following the funeral, and may also be granted up to three (3) additional days leave with pay for the purposes of travel.
- (b) Bereavement leave granted under this clause may be taken in two or more separate periods.
- (c) If, during a period of leave with pay, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave under this clause, the employee shall ~~be~~ granted bereavement leave with pay and the employee's paid leave credits shall be restored to the extent of any concurrent bereavement leave granted.
- (d) It is recognized by the parties that the situations which call for leave in respect of bereavement are based on individual circumstances. On request, the Corporation may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in C5.02(a), or, at the discretion of the Corporation, grant leave with pay in respect of persons not listed in this clause.

## ARTICLE C-6 MATERNITY AND PARENTAL LEAVE

### C6.01 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.

- (i) Notwithstanding sub-clause C6.01(a) above:

- (A) where the employee's new-born child is hospitalized within the period defined in sub-clause C6.01(a) above:

and

- (B) where the employee has proceeded on maternity leave without pay and then, upon request and with the concurrence of the Corporation, returns to work for all or part of the period during which her new-born child is hospitalized;

the period of maternity leave without pay defined in sub-clause C6.01(a) above 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 returned to work, to a maximum of 17 weeks.

- (ii) The extension described in sub-clause **C6.01(a)(i)** above shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
  - (b) At its discretion, the Corporation may require an employee to submit a medical certificate certifying pregnancy.
  - (c) 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 the Sick Leave With Pay Article. For purposes of this clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.
- C6.02** An employee shall inform the Corporation 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.
- C6.03** 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.
- C6.04** **Maternity Allowance**
- An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clause **C6.05**, provided that she:
- (a) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay;
  - (b) provides the Corporation with proof that she has applied for and is in receipt of Employment Insurance (EI) pregnancy benefits pursuant to section 22 of the Employment Insurance Act in respect of insurable employment with the Corporation;
- and
- (c) has signed an agreement with the Corporation stating that:
    - (i) she will return to work on the expiry date of her maternity leave without pay unless this date is modified with the Corporation's consent;
    - (i) within eighteen (18) months following her return from maternity leave without pay, she will work an amount of hours paid at straight-time calculated by multiplying the number of hours in the work week on which her maternity allowance was calculated by the number of weeks for which the allowance was paid. "
    - (iii) should the employee fail to return to work as per the provisions of sub-clauses **C6.04(c)(i)** and (ii) for reasons other than death, lay-off or 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 **C6.04(c)(ii)**, or having become disabled as defined in the Public Service Superannuation Act, the employee recognizes that she is indebted to the Corporation for the amount received as a maternity allowance, proportionate to the amount of hours not worked in relation to the hours to be worked as specified in sub-clause **C6.04(c)(ii)** above.
  - (d) for the purpose of sub-clause **C6.04(c)(ii)**, periods of leave with pay shall count as time worked.

C6.05

Maternity allowance payments made in accordance with the **SUB** Plan will consist of the following:

- (a) (i) where an employee is subject to a waiting period of two **(2)** weeks before receiving **EI** maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other moneys 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 **EI** benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other moneys earned during this period.
- (b) the maternity allowance to which an employee *is* entitled is limited to that provided in sub-clause **C6.05(a)** and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the **EI** Act.
- (c) The weekly rate of pay referred to in sub-clause **C6.05(a)** 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 sub-clause **C6.05(c)(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.
- (d) (i) The weekly rate of pay referred to in sub-clause **C6.05(c)** shall be the rate to which the employee is entitled for her substantive level to which she *is* appointed.
- (ii) Notwithstanding sub-clause **C6.05(d)(i)**, and subject to sub-clause **C6.05(c)(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.
- (e) Where an employee becomes eligible for a pay increment or pay revision while in receipt of maternity allowance, the allowance shall be adjusted accordingly.
- (f) Maternity allowance payments made under the **SUB** Plan **will** neither reduce nor increase an employee's deferred remuneration or severance pay.

C6.06

Special Maternity Allowance for Totally Disabled Employees

An employee who:

- (a) fails to satisfy the eligibility requirements specified in sub-clause **C6.04(b)** solely because a concurrent entitlement to benefits under the Disability Insurance (**DI**) Plan, the Long-Term Disability (**LTD**) insurance portion of the Public Service Management Insurance Plan (**PSMIP**) or the Government Employees Compensation Act prevents her from receiving **EI** maternity benefits;  
  
and
- (b) has satisfied all of the other eligibility criteria specified in sub-clause **C6.04** except sub-clauses **C6.04(b)** and (c);

shall be paid, in respect of each week of maternity allowance not received for the reason described in sub-clause **C6.06(a)**, the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the **DI** Plan, the **LTD** Plan or via the Government Employees Compensation Act.

- C6.07 An employee shall be paid an allowance under this clause and under clauses C6.04 and C6.05 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 EI Act had she not been disqualified from EI maternity benefits for the reasons described in sub-clause C6.06(a) above.
- C6.08 Parental Leave without Pay\*\*
- An employee who becomes a parent through the birth of a child (including the new-born child of a common-law spouse) or the adoption of a child below the age of majority shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks beginning on or after the date of the child's birth or the date of acceptance of custody of the child for adoption.
- C6.09 The period of parental leave without pay shall end:
- (a) where the period of maternity leave without pay as described in sub-clause C6.01(a) above, is followed by a period of parental leave without pay taken by the employee, or in the case of a Corporation couple, by the employee's spouse, no later than fifty-two (52) weeks after the child is born;
  - (b) where the period of maternity leave without pay is extended as described in sub-clause C6.01(a)(i) above, is followed by a period of parental leave without pay taken by the employee, or in the case of a Corporation couple, by the employee's spouse, no later than fifty-two (52) weeks after the day the child is born;
  - and
  - (c) in all other cases, no later than fifty-two (52) weeks after the day the child is born or the acceptance of custody of the child for adoption.
- C6.10 An employee who intends to request parental leave without pay shall notify the Corporation at least four (4) weeks in advance of the expected date of the birth of the child or as soon as the application for adoption has been approved by the adoption agency.
- C6.11
- (a) The Corporation may require an employee to submit a birth certificate or proof of adoption for the child.
  - (b) Parental leave without pay taken by a couple shall not exceed a total of thirty-seven weeks (37) weeks for both employees combined.\*\*
- C6.12 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.
- C6.13 Parental Allowance
- An employee who has been granted parental leave without pay shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clause C6.14 below, providing he or she:
- (a) has completed six (6) months of continuous employment before the commencement of parental leave without pay;
  - (b) provides the Corporation with proof that he or she has applied for and is in receipt of Employment Insurance (EI) parental benefits pursuant to section 23 of the Employment Insurance Act in respect of insurable employment with the Corporation;
  - and

- (c) has signed an agreement with the Corporation stating that he or she:
  - (i) will return to work on the expiry date of his or her parental leave without pay, unless this date is modified with the Corporation's consent;
  - (ii) within eighteen (18) months of his or her return from parental leave without pay, the employee will work an amount of hours paid at straight-time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by the number of weeks for which the allowance was paid;"
  - (iii) should the employee fail to return to work as per the provisions of sub-clauses C6.13(c)(i) and (ii) for reasons other than death, lay-off or 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 C6.13(c)(ii), or having become disabled as defined in the Public Service Superannuation Act, the employee recognizes that he or she is indebted to the Corporation for the amount received as a parental allowance, proportionate to the amount of hours not worked in relation to the hours to be worked as specified in sub-clause C6.13(c)(ii) above.
- (d) for the purpose of sub-clause C6.13(c)(ii), periods of leave with pay shall count as time worked.

#### C6.14

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

- (a)
  - (i) where an employee is subject to a waiting period of two (2) weeks before receiving EI parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for each week of the waiting period, less any other moneys earned during this period;
  - (ii) other than as provided in sub-clause C6.14(a)(iii) below, for each week in respect of which the employee receives EI parental benefits pursuant to section 23 of the Employment Insurance Act, the difference between the gross amount of the EI parental benefits he or she is initially eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay, less any other moneys earned during this period;
  - (iii) where the employee becomes entitled to an extension of parental benefits pursuant to subsection 12(7) of the EI Act, the parental allowance payable under the SUB Plan described in sub-clause C6.14(a)(ii) will be extended by the number of weeks of extended benefits which the employee receives under that subsection.
- (b) The parental allowance to which an employee is entitled is limited to that provided in sub-clause C6.14(a) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the EI Act.
- (c) The weekly rate of pay referred to in sub-clause C6.14(a) 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 sub-clause C6.14(c)(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.
- (d) (i) The weekly rate of pay referred to in sub-clause C6.14(c) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.

- (ii) Notwithstanding sub-clause **C6.14(d)(i)**, and subject to sub-clause **C6.14(c)(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.

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

C6.15

Special Parental Allowance for Totally Disabled Employees

An employee who:

- (a) fails to satisfy the eligibility requirements specified in sub-clause **C6.13(b)** solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the Government Employees Compensation Act prevents the employee from receiving EI parental benefits:
- and
- (b) has satisfied all of the other eligibility criteria specified in sub-clause **C6.13** except sub-clauses **C6.13(b)** and (c);

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in sub-clause **C6.15(a)**, the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the Government Employees Compensation Act.

C6.16

An employee shall be paid an allowance under this clause and under clauses **C6.13** and **C6.14** 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 EI Act, had the employee not been disqualified from EI parental benefits for the reasons described in sub-clause **C6.15(a)** above.

C6.17

For greater certainty, the parties acknowledge that employees are entitled to all benefits provided under the provisions of the Canada Labour Code, Part III, and in the event of conflict with this Article, such provisions shall take precedence.

C6.18

If, on the date of signature of the collective agreement modifying the provisions of clauses **C6.08** and **C6.11**, an employee is currently on parental leave without pay or has requested a period of such leave without pay but has not commenced the leave, he or she shall upon request be entitled to the provisions of these clauses. Any application must be received before the termination date of the leave period originally requested."

**ARTICLE C-7**  
**LEAVE WITHOUT PAY FOR CARE-GIVING AND**  
**NURTURING RESPONSIBILITIES**

C7.01

Subject to operational requirements, and in accordance with the following conditions, an employee shall be granted leave without pay for:

- (a) the personal care and nurturing of the employee's preschool age children:
- or,

- (b) long term personal care of the employee's parents (including step-parents or foster parents);
- C7.02 The total leave granted under either Articles C7.01 (a) or (b) above shall not exceed thirty (30) months during an employee's total period of employment with the Corporation.
- C7.03 An employee who is granted leave under Article C7.01(b) in excess of twelve (12) months, shall not be entitled to the provisions under Articles E-4 and E-5 at the conclusion of such leave; thereafter, the Corporation will use its best efforts to find the employee a position within the Corporation.
- C7.04 An employee shall notify the Corporation in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave unless because of an urgent or unforeseeable circumstance such notice cannot be given.
- C7.05 Leave granted under this clause shall be for a minimum period of three (3) weeks.
- C7.06 Leave granted under this Article for a period of more than three (3) months shall be deducted from the calculation of continuous employment for the purposes of calculating severance pay and from the calculation of service for the purpose of calculating vacation leave.
- C7.07 Time spent on such leave shall not be counted for pay increment purposes.

#### **ARTICLE C-8 LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES**

- C8.01 (a) For the purpose of this clause, family is defined as spouse, dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents), grandparents, or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The Corporation shall grant leave with pay under the following circumstances:
- (i) up to one-half (1/2) day for a medical or dental appointment when the dependent family member is incapable of attending the appointments by him or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize his/her absence from work. An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;
- (ii) up to two (2) consecutive days of leave with pay to provide for the temporary care of a sick member of the employee's family;
- (iii) the employee shall be granted one (1) day leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be taken in two (2) periods on separate days.
- (c) The total leave with pay which may be granted under subclause (b)(i), (ii) and (iii) shall not exceed five (5) days in a fiscal year. \*\*

#### **ARTICLE C-9 LEAVE WITHOUT PAY FOR PERSONAL NEEDS**

- C9.01 Leave without pay will be granted for personal needs in the following manner:

- (a) subject to operational requirements, leave without pay for a period of up to three (3) months ~~will~~ be granted to an employee for personal needs:
- (b) subject to operational requirements, leave without pay ~~for~~ more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs:
- (c) an employee is entitled to leave without pay for personal needs only once under each of C9.01 (a) and (b) during his/her total period of employment with the Corporation. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Corporation;
- (d) leave without pay granted under C9.01 (a) shall be counted for the calculation of continuous employment for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes:
- (e) leave without pay granted under C9.01 (b) shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

#### **ARTICLE C-10 LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE**

- C10.01
- (a) At the request of an employee, leave without pay for a period of up to thirty (30) months shall be granted to an employee whose spouse is temporarily or permanently relocated.
  - (b) Leave without pay granted under this clause shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay and vacation leave for the employee involved, except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.
  - (c) **An** employee who is granted leave in excess of twelve (12) months shall not be entitled to the provisions under Articles ~~E-4~~ and ~~E-5~~ at the conclusion of such leave: thereafter, the Corporation will use its best efforts to find the employee a position within the Corporation.

#### **ARTICLE C-11 MEDICAL AND DENTAL APPOINTMENTS"**

- C11.01
- (a) The Corporation ~~will~~ grant leave for up to half (1/2) a day for medical and dental appointments without charge to the employee's leave credits. ~~Other~~ therapeutic appointments are allowed under this Article ~~if~~ approved by the Corporation. This, however, applies only ~~in~~ the case of routine, periodic check-ups or an appointment related to a particular condition.
  - (b) Where a series of continuing appointments is necessary for treatment of a particular condition, absences are to be charged to ~~sick~~ leave.
  - (c) An employee is expected to make reasonable efforts to schedule such appointments ~~so~~ as to minimize his/her absence.

#### **ARTICLE C-12 COURT LEAVE**

- C12.01
- The Corporation 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;
- (c) by subpoena or summons to attend as a witness in any proceeding held before an arbitrator or a person authorized by law to make an inquiry and to compel the attendance of witnesses before it.

### **ARTICLE C-13 PERSONNEL SELECTION LEAVE**

- C13.01** Where an employee participates in a personnel selection process for a position with the Corporation, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process.

### **ARTICLE C-14 EDUCATION LEAVE WITHOUT PAY**

- C14.01** The Corporation recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Corporation, an employee may be granted educational leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education which is needed to fill his present role more adequately or to undertake studies in some field in order to provide a service which the Corporation requires or is planning to provide.

- C14.02** At the Corporation's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to 100% (one hundred percent) of his annual rate of pay, depending on the degree to which education leave is deemed, by the Corporation, 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.

- C14.03** Allowances already being received by the employee may, at the discretion of the Corporation, 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.

- C14.04** As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Corporation for a period not less than the period of the leave granted.

If the employee:

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

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

## **ARTICLE C-15 CAREER DEVELOPMENT LEAVE WITH PAY**

- C15.01
- (a) Career development refers to an activity, which in the opinion of the Corporation, is likely to be of assistance to the individual in furthering his/her 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 Corporation;
    - (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) Upon written application by the employee, and with the approval of the Corporation, career development leave with pay may be given for any one of the activities described in C15.01 (a). The employee shall receive no compensation under the Overtime and Travelling Time provisions of this collective agreement during time spent on career development leave provided for in this clause.
  - (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Corporation may deem appropriate.

## **ARTICLE C-16 EXAMINATION LEAVE WITH PAY**

- C16.01
- At the Corporation's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave will only be granted where, in the opinion of the Corporation, the course of study is directly related to the employee's duties or will improve his/her qualifications to perform those duties.

## **ARTICLE C-17 LEAVE WITH OR WITHOUT PAY FOR BARGAINING AGENT BUSINESS OR OTHER ACTIVITIES UNDER THE CANADA LABOUR CODE**

- C17.01
- Application for Certification, Rerepresentations and Interventions with respect to Applications for Certification
- When operational requirements permit, the Corporation will grant leave without pay:
- (a) to an employee who represents the Bargaining Agent in an application for certification or in an intervention,
  - and
  - (b) to an employee who makes personal representations with respect to a certification.
- C17.02
- The Corporation will grant leave with pay to an employee called as a witness by the Canada Industrial Relations Board and, when operational requirements permit, to a reasonable number of employees called as witnesses under the administrative practice of the Canada Industrial Relations Board."
- C17.03
- Arbitration Board and Conciliation Board Hearings
- When operational requirements permit, the Corporation will grant leave with pay to one employee representing the Bargaining Agent before an Arbitration Board, a Conciliation Board or a Conciliator.

C17.04 The Corporation will grant leave with pay to an employee called as a witness by an Arbitration Board, a Conciliation Board or conciliator and, when operational requirements permit, leave with pay to an employee called as witness by the Bargaining Agent.

C17.05 Meetings During Complaint Resolution Process

Subject to operational requirements, leave with pay will be granted to an employee and/or the representative in order to comply with the requirement for meetings under Article D-5, Complaint Resolution Process. This includes leave with pay for the employee and the representative to discuss the complaint or the grievance.

C17.06 Contract Negotiation Meeting

When Operational requirements permit, the Corporation will grant leave with pay to a maximum of two (2) employees for the purpose of attending contract negotiation meetings on behalf of the Bargaining Agent. Employees on such approved leave shall remain on the payroll and shall remain eligible for all benefit plans administered by the Corporation.

For any additional employees required by the Bargaining Agent, the Bargaining Agent agrees to fully reimburse the Corporation for salary advanced, plus a twenty percent (20%) premium for administration and benefits. Once collective bargaining is over, the Corporation will invoice the Bargaining Agent. The Bargaining Agent agrees to pay the Corporation for the full amount, within 30 days of receiving an invoice detailing gross salaries and the number of days to be reimbursed.

C17.07 Preparatory Contract Negotiation Meetings

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

C17.08 Other Meetings With The Corporation

When operational requirements permit, the Corporation will grant leave with pay to a reasonable number of employees who are meeting the Corporation.

C17.09 When operational requirements permit, the Corporation shall grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the Bargaining Agent, and the Executive Board meetings of the Bargaining Agent and conventions of the Bargaining Agent.

C17.10 Representatives' Training Courses

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

**ARTICLE C-18  
LEAVE WITH OR WITHOUT PAY  
FOR OTHER REASONS**

C18.01 At its discretion, the Corporation may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his/her reporting for duty. Such leave shall not be unreasonably withheld;
- (b) leave with or without pay for purposes other than those specified in this Agreement.

## **ARTICLE D-1 CHECK-OFF**

- D1.01** Subject to the provisions of this Article, the Corporation will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earning in respect of any month to permit deductions made under this Article, the Corporation shall not be obliged to make such deduction from subsequent salary.
- D1.02** The Bargaining Agent shall inform the Corporation in writing of the authorized monthly deduction to be checked-off for each employee.
- D1.03** For the purpose of applying D1.01, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.
- D1.04**
- (a) No other employee organization as defined under Canada Labour Code, other than the Bargaining Agent, shall be permitted to have membership dues and/or other monies deducted by the Corporation from the pay of employees in the bargaining unit.
  - (b) The Corporation agrees to continue the past practice of making deductions for purposes other than Bargaining Agent business on the basis of the production of appropriate documentation as determined by the Corporation.
- D1.05** The amount deducted in accordance with D1.01 shall be remitted to the Bargaining Agent within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his/her behalf."
- D1.06** The Bargaining Agent agrees to indemnify and save the Corporation 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 Corporation limited to the amount actually involved in the error.

## **ARTICLE D-2 USE OF CORPORATION FACILITIES**

- D2.01** Reasonable space on the bulletin board (including electronic if reasonably available) will be made available to the Bargaining Agent as the officially authorized site for the posting of official Bargaining Agent notices. Posting of notices or other materials shall require the prior approval of the Corporation, except notice of meetings of their members and elections, the names of Bargaining Agent representatives, and social and recreational events. Such approval shall not be unreasonably withheld.
- D2.02** The Corporation will continue to make available to the Bargaining Agent a specific location on its premises for the placement of reasonable quantities of literature of the Bargaining Agent.
- D2.03** A duly accredited representative of the Bargaining Agent may be permitted access to the Corporation's premises to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Corporation.
- D2.04** The Bargaining Agent shall provide to the Corporation a list of such representatives and shall advise promptly of any change made to the list.

### **ARTICLE D-3 INFORMATION**

**D3.01** The Corporation agrees to supply the Bargaining Agent, on a quarterly basis, with a list containing the following information:

- Name and level
- New employees
- Date of appointment of new employees
- Extended leave without pay, except annual leave and sick leave
- Lay-offs
- Struck off strength (SOS) with reasons
- Individual agency number (IAN)

**D3.02** The Corporation agrees to supply each employee with a copy of the Collective Agreement and will do so within 30 days of the signing of the Collective Agreement.

### **ARTICLE D-4 EMPLOYEE REPRESENTATIVES**

**D4.01** The Corporation acknowledges the right of the Bargaining Agent to appoint employees as representatives.

**D4.02** The Bargaining Agent shall notify the Corporation in writing of the names and jurisdictions of its representatives.

**D4.03** A representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his/her supervisor before resuming his/her normal duties.

**D4.04** Terms and Conditions of Employment

The Parties agree that existing terms and conditions of employment not covered by this agreement may need to be amended from time to time. The parties agree to meet to discuss the changes requested by either party in order to come to a mutual agreement.

### **ARTICLE D-5 COMPLAINT RESOLUTION PROCESS**

**D5.01** Definitions

- (a) Authorized Representative – means a person(s) designated by the bargaining agent or the Corporation.
- (b) Day – Means a calendar day excluding Saturdays, Sundays, days of rest, designated paid holidays.
- (c) Urgent Complaint – Any matter involving safety or health, discharge or suspension and matters which cannot be corrected retroactively.

- D5.02**      General  
The parties agree that the primary objective of a complaint resolution process is to provide the parties every opportunity to resolve issues of concern before they become formal grievances. An employee is encouraged to discuss a complaint with his/her immediate supervisor before presenting the issue as a grievance.
- D5.03**      Written Grievance  
If the matter giving rise to the complaint is not satisfactorily resolved informally pursuant to Article D5.02, a representative of the Bargaining Agent may present a written grievance, **no** later than twenty-five (25) days after the date upon which the employee(s) or the Bargaining Agent, as applicable, first became aware of the circumstances giving rise to the grievance."
- D5.04**      Levels  
Level 1 – Responsible manager  
Final Level – President or designate
- D5.05**      Meetings and Replies  
Within ten (10) days of the presentation of a grievance or a referral of a grievance to Final Level, the Corporation will convene a grievance meeting, and shall issue a written reply within ten (10) days of the date of the meeting. In the event the parties decide not to convene a meeting, the Corporation shall issue a written reply within twenty (20) days of the presentation or referral of the grievance.
- D5.06**      Referral to Final Level  
If the decision of the Corporation at the First Level is not satisfactory, the grievance may be submitted to the Final Level of the grievance procedure within ten (10) days of the date of the Corporation's decision.
- D5.07**      Failure to Respond  
The failure to reply within the time limits allows the party affected to proceed to the next level or to arbitration.
- D5.08**      Representation  
A grievor shall be entitled to be represented by an authorized representative of the Bargaining Agent when the grievance is being discussed.
- D5.09**      Freedom of Representative  
An authorized representative shall be given every reasonable opportunity to perform his/her Bargaining Agent duties while investigating a complaint or representing employees in accordance with the provisions of this Article. When an authorized representative decides to investigate an urgent complaint, permission shall be obtained from the supervisor to cease work to investigate the complaint. Such permission shall not be unreasonably withheld. The authorized representative shall be allowed a reasonable period of time in which to complete the investigation and shall report to the supervisor before resuming normal duties.

D5.10 Technical Irregularity

A grievance shall not be invalid by reason of technical irregularity.

D5.11 Time Limits Mandatory

The time limits stipulated in this procedure are mandatory, but may be extended by mutual agreement between the parties. If a grievance is not presented, or referred to the next level in the time limits specified in this Article, it shall be deemed to be abandoned.

D5.12 Decisions to Be Forwarded

All decisions shall be forwarded in writing to the grievor and to the Bargaining Agent within ten (10) days.

## ARTICLE D-6 ARBITRATION

D6.01 Referral to Arbitration

The Bargaining Agent may refer the grievance to arbitration in writing within twenty (20) days of receipt of the final level answer or following the expiration of the time for the Corporation to reply, whichever occurs first. \*\*

D6.02 Any grievance not settled through the grievance procedure may be referred to a single arbitrator or, subject to mutual agreement, to a **Board** of Arbitration, who **shall** have **all** of ~~the~~ powers described in Part I of the Canada Labour Code.

D6.03 Costs of Arbitration

The Corporation and the Bargaining Agent shall share equally the fee and expense of the single arbitrator. In the case of a Board of Arbitration, the parties shall share equally the fee and expenses of the Chairperson, and shall be responsible for their representative's fee and expenses.

D6.04 If within fifteen (15) days of receipt of the notice of referral to arbitration the parties cannot agree on a choice of arbitrator, either party may apply to the Minister of Labour to appoint an arbitrator.

D6.05 Time Limits Mandatory

The time limits stipulated in this procedure are mandatory, **but** may be extended by mutual agreement between the parties. If a grievance is not referred to arbitration in the time limits specified in this Article, it shall be deemed to be abandoned.

D6.06 Probationary Employees—

In the arbitration of a grievance of a discharged probationary employee, an arbitrator's decision that the discharge was inappropriate shall be based upon whether the Corporation's decision to terminate was:

- a) arbitrary, capricious or based upon irrelevant considerations;
- or
- b) made for reasons which are **contrary** to the Canadian Human Rights Act.

**ARTICLE D-7  
JOINT CONSULTATION**

**D7.01** Upon request of either party, the parties shall consult in a meaningful manner on any subject they wish to discuss.

**ARTICLE D-8  
EMPLOYEES ON PREMISES OF OTHER EMPLOYERS**

**D8.01** If employees are prevented from performing their duties because of a strike or lock-out on the premises of a federal, provincial, municipal, commercial or industrial employer, the employees shall report the matter to the Corporation, and the Corporation will make reasonable efforts to ensure that such employees can perform their duties, so that they shall receive their regular pay and benefits to which they would normally be entitled.\*\*

**ARTICLE D-9  
SUSPENSION AND DISCIPLINE**

**D9.01** When an employee is suspended from duty, the Corporation shall notify the employee and the Bargaining Agent in writing of the reason for such suspension.

**D9.02** When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him/her, the employee is entitled to have, at his/her request, a representative of the Bargaining Agent attend the meeting. Where practicable, the employee shall receive a minimum of one day's notice of such a meeting.

**D9.03** Discharge and discipline shall be for just cause. Cause shall be limited to the grounds stated in the discharge or disciplinary notice to the employee

**D9.04** (a) Employees shall be provided with a copy of any report, notice, letter or other documentation regarding disciplinary action placed upon an employee's personal file within a reasonable period of time of the date of such document.

(b) The Corporation shall, upon written request of an employee, give the employee's authorized union representative access to the employee's personal file.

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

**D9.05** Grievances relating to suspension or discharge shall be filed at Step 2 of the grievance procedure. If the grievance is not satisfactorily settled at Step 2 then the grievance may be referred to arbitration in accordance with article D-6.\*\*

**ARTICLE D-10  
NO DISCRIMINATION**

**D10.01** There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee, by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation or membership or activity in the union.

**ARTICLE D-11  
SEXUAL HARASSMENT**

**D11.01** Sexual harassment, in any form, will not be tolerated by the Corporation.

**ARTICLE D-12  
EMPLOYEE PERFORMANCE REVIEW  
AND EMPLOYEE FILES**

**D12.01** The Corporation will ~~continue~~ its practice of conducting performance evaluations. The employee's views concerning contributions and achievements will ~~be~~ invited and considered before the evaluation is documented. The Corporation and the employee will discuss the evaluation prior to its contents being finalized. The employee shall ~~be~~ given the opportunity to append written comments within one week. The employee shall be given a copy of the evaluation, after it ~~has~~ been reviewed and signed by the responsible manager.

**D12.02** The personal file of any employee shall be made available upon request in the presence of an authorized representative of the Corporation. Upon request, a copy of any material in this file shall be given to the employee.

## ARTICLE E-I STAFFING

- E1.01
- (a) The Corporation recognizes the need to provide career development opportunities to indeterminate employees within the context of the staffing procedures.
  - (b) The Bargaining Agent recognizes that under certain circumstances, the external labour market represents a valuable source of candidates to fill vacant or new positions at the Corporation, within the context of the staffing procedures.

E I.02      Staffing Preference

The Corporation agrees that it will not hire candidates from outside the Corporation unless there are no qualified internal candidates.

E1.03      Selection Process for Vacant and New Positions

- (a) When the Corporation intends to fill a vacancy within the Bargaining Unit, the Corporation shall establish the position requirements for the position and post it in accordance with this Article.
- (b) The notice of the posting referred to above shall contain the following information relevant to the position:
  - (i) classification/level
  - (ii) qualifications required
  - (iii) salary scale
  - (iv) work description
- (c) Vacancies shall be filled according to merit which means that the best person possible will be found for the various positions from the eligible candidates.

E I.04      Posting and Selection

- (a)
  - (i) **An** internal notice shall be posted for a period of five (5) working days asking interested internal applicants to express their interest in the competition, with a copy provided to the local representative of the Bargaining Agent.
  - (ii) Interested internal applicants wishing to be considered for a vacancy which may **be** posted during any authorized leave shall notify the Corporation of his/her interest and will provide a point of contact.
  - (iii) The Corporation shall make its best effort to **notify any** interested internal applicant on travel **status** for the Corporation of any lateral or promotional vacancy which may be posted during their travel.
- (b) Only applicants who respond on or before the expiry of the posting **period** and demonstrate that they meet the screening requirements of the position will be considered.
- (c) The Corporation shall conduct a preliminary screening **of** applicants against the established requirements. Applicants who meet the screening requirements of the position **will** be considered for the remaining phases of the competitive process.
- (d) Applicants who fail to meet the screening requirements of the job will be informed of the results of the preliminary screening in writing, **prior** to the completion of the remaining phases of the competitive process.

- (e) Within five (5) working days of the date of appointment to a vacancy, the name ~~of~~ the successful applicant shall be posted for a minimum of five (5) working days, and unsuccessful candidates shall be notified in writing of the results ~~of~~ the competition. **An** applicant may request an opportunity to discuss his/her performance in the competition.
- (f) Following consultation ~~with~~ the local union representative, the Corporation may hold internal and external competitions simultaneously.
- (g) Term employees who have been employed less than six (6) months shall not be eligible to apply for competitions as internal candidates.

**E I.05**      Short Term Job Vacancies

- (a) Short term job vacancies of less than nine (9) months shall not require posting.
- (b) The Corporation shall solicit expressions of interest from staff for term assignments in excess of six (6) months duration, and shall consider qualified candidates from this group of Applicants.

**E I.06**      Reclassified Positions

The Corporation shall inform bargaining unit members of any reclassifications.

**E1.07**      **An** indeterminate employee filling a determinate position in accordance ~~with~~ this article shall maintain the status of indeterminate employee and return ~~to~~ the position held **prior** to filling the determinate position or an equivalent level position in the event that the original position no longer exists.

## **ARTICLE E-2 TRANSFERS**

**E2.01**      No employee will be transferred from one geographical location to another without ~~the~~ employee's written consent.

## **ARTICLE E-3 STATEMENT OF DUTIES**

**E3.01**      Upon written request, an employee shall be provided with a complete and current statement ~~of~~ the duties and responsibilities of his/her position, including the classification level and, where applicable, the point rating allotted by factor to his/her position, and an organization chart depicting the position's place in the organization.

## **ARTICLE E-4 SENIORITY**

**E4.01**      Application of Seniority

The continuous length of service of an employee shall be the determining factor in layoffs and recalls from layoffs.

**E4.02**

Calculation of Seniority

- (a) Seniority is defined as the length of an employee's accumulated continuous and uninterrupted employment with the Corporation and with the Public Service of Canada for those employees who were hired by the Corporation without an interruption of service from the Public Service of Canada prior to June 20, 1996.
- (b) Employees shall be granted seniority retroactively to date of hiring upon completion of probation.
- (c) A determinate employee who becomes indeterminate shall be granted seniority retroactively to the date of hiring as a determinate employee.
- (d) **The** seniority of an indeterminate part-time employee shall ~~be~~ determined on a pro-rata basis in accordance with the proportion of full-time hours worked.

**E4.03**

Seniority List

The seniority list of indeterminate employees shall be maintained and revised every six **(6)** months by the Corporation and will be provided to all employees.

**E4.04**

Termination of Seniority

**An** employee shall lose all seniority for any of the following reasons: (a) voluntarily quits; (b) discharged for cause and subsequently not reinstated; (c) laid off and ~~fails~~ to return to **work** within ten (10) calendar days from the receipt of the Corporation's notice by registered mail to return to **work**, unless it can be substantiated by medical evidence that it ~~was~~ not possible for the employee to return to work.

**E4.05**

Accumulation of Seniority

- (a) An employee will accumulate seniority while on leave without pay and during the recall period.
- (b) **An** employee will maintain accumulated seniority but will not accrue further seniority when suspended without pay.
- (c) If an employee is transferred to a position outside the bargaining unit, seniority accumulated up to the date of leaving the Unit shall be retained, but **will** not accumulate. If such an employee later returns to the bargaining unit, seniority will continue to accumulate from the date the employee assumes the position which shall **be** added to the previously accumulated seniority.

**ARTICLE E-5  
LAY-OFF AND RECALL**

**E5.01**

Lay-Offs

If the Corporation determines that a lay-off of one or more employees is required, the Corporation shall advise the Bargaining Agent 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 Corporation will consider any proposal by which the layoff(s) can be avoided or minimized.

E5.02            Notice Period of Surplus Status

An employee whose position has been declared surplus to requirements shall, at the Corporation's discretion, receive six (6) months notice or pay in lieu of all or part thereof.

E5.03            Additional Departure Allowance

The Corporation may, in its discretion, offer an enhanced departure allowance to a surplus employee in exchange for the employee's resignation or retirement. The Corporation shall not conclude an agreement with an employee until advising the local representative of the bargaining agent of the terms of the tentative agreement.

E5.04            Lay-Off by Seniority

In the event of a layoff, employees shall be laid off in reverse order of seniority.

E5.05            Bumping Rights

An employee laid-off in one classification will be given the opportunity of displacing an employee with less seniority in a similar or lower classification provided the senior employee has the ability and qualifications to perform the work.

- (a)        same level            same division
- (b)        same level            other divisions
- (c)        lower level           same division
- (d)        lower level           other divisions

Where applicable and in accordance with the seniority principle, bumping of determinate employees and employees on probation will occur first.

E5.06            Workload

As a direct result of a layoff, no employee shall have his/her regular workload increased beyond a reasonable level.

E5.07            Priority Placement

Notwithstanding Article E-1, a surplus employee may be placed into a vacant position classified at a level similar to or at a lower classification level, providing that the employee possesses the required knowledge, skill and ability to perform the work.

E5.08            Recall

- (a)        If no position can be found during the notice period, the employee will be laid off, and shall be entitled to recall as follows:

<u>Continuous Service</u>	<u>Unpaid Recall</u>
<u>At Day of Lay Off</u>	<u>Period after the</u>
	<u>Six Month Paid</u>
	<u>Notice Period</u>
Less than one (1)	
Year of employment	3 months

One (1) year, but less  
than five (5) years  
of employment

6 months

More than five (5)  
years of employment

12 months

- (b) Employees will be recalled in their original classification level or a similar or **lower** classification level, providing that the employee has the necessary knowledge, skills, qualifications and ability to perform the **work**.
- (c) Employees who elect to receive pay in lieu of notice period pursuant to Article E5.02 or E5.03 above shall not be eligible for recall.

E5.09 New Employees

Prior to hiring new employees, the Corporation will offer recall to laid-off employees.

E5.10 Right to Compete for Job Vacancies

**An** employee **who** has been laid off and is still on recall **is** entitled to apply for and compete for any job vacancies of a higher level arising **out** of a **job** posting.

E5.11 Benefits During Layoff

Employees on **lay** off will be entitled to the following **coverage** until the recall period of the employee has expired, in accordance with the terms of the policies:

- C.C.C. Dental Plan
- C.C.C Group Life Insurance
- Medical Insurance

E5.12 Notice of Job Vacancies

- (a) **An** employee on the recall list shall be notified by the Corporation 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 Resources and Administration. A copy of such notice(s) shall be provided to the local representative **of** the Bargaining Agent.
- (b) **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.
- (c) **An** employee recalled to work in a **different** classification from which **he/she was laid-off** shall have the right to **return** to the position held **prior** to the lay-off should the position **be** reinstated.

E5.13 Application

This Article applies to indeterminate employees only.

## ARTICLE F-1 INSURANCE BENEFITS

F1.01 The Corporation agrees that it shall arrange for the following insurance benefit plans to be available to employees:

- (a) Disability Insurance(NJC)
- (b) Dental Plan (no employee premiums)
- (c) Life Insurance (no employee premiums)
- (d) Travel Accident Insurance (no employee premiums)
- (e) Excess Medical Insurance (no employee premiums)
- (f) Public Service Health Care Plan (NJC)

F1.02 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.

## ARTICLE F-2 SEVERANCE PAY

F2.01 Under the following circumstances and subject to F2.02, an employee shall receive severance benefits calculated on the basis of his/her weekly rate of pay:

(a) Lay-Off

- (i) On the first lay-off, two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment.
- (ii) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment, less any period in respect of which the employee was granted severance pay under F2.01(a)(i).

(b) Resignation

On resignation, subject to F2.01(d) and with ten (10) or more years of continuous employment, one half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) week's pay.

(c) Rejection on Probation

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

(d) Retirement

- (i) On retirement, when an employee is entitled to an immediate annuity under the Public Service Superannuation Act or when the employee is entitled to an immediate annual allowance, under the Public Service Superannuation Act,  
  
or
- (ii) a part-time employee, who regularly works more than thirteen and one half (13 1/2) but less than thirty (30) hours a week, and who, if he/she were a contributor under the Public Service Superannuation Act, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he/she were a contributor under the Public Service Superannuation Act,

a severance payment in respect of his/her complete period of continuous employment comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) week's pay.

(e) Death

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

(f) Release for Incapacity

When, in the opinion of the Corporation, an employee is incapable of performing the duties of the position he/she occupies and his/her employment is terminated, the employee shall be entitled to severance pay on the basis of one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) week's pay.

**F2.02** Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under F2.01 be pyramided.

**F2.03** The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in his/her certificate or letter of appointment on the date of the termination of his/her employment.

## **ARTICLE G-1 PAY AND ADMINISTRATION**

- G1.01 (a) An employee is entitled to be paid for services rendered at the pay specified in Appendix "A" for the classification of the position to which the employee is appointed if the classification coincides with the employee's certificate or letter of appointment.
- (b) In addition to and notwithstanding Article G 1.01(a), the Corporation may institute an Incentive Pay Plan, as from time to time determined by the Board of Directors.

G1.02 Where a pay increment and a pay revision are affected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

G1.03 Acting Pay\*\*

When an employee is required by the Corporation to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least eight (8) consecutive days, the employee shall be paid acting pay calculated from the date on which he/she commenced to act as if he/she had been appointed to that higher classification level for the period in which he/she acts.

G1.04 Rate of Pay on Reclassification/Placement\*\*

(a) Higher Level

If a position is reclassified to a level having a higher attainable maximum rate of pay, the new rate of pay shall be determined by applying the promotion or transfer rules unless specified otherwise in the collective agreement or pay plan.

(b) Lower Level

(i) Where an employee is placed into a position with a maximum rate of pay lower than the employee's salary, or where an employee's position is or has been reclassified to a level with a maximum rate of pay lower than the employee's present salary, the employee will be entitled to receive all economic increases applicable to the new classification until the employee is appointed to a position with a salary maximum exceeding the employee's salary. Any applicable increases shall be paid in the form of lump sum payments.

(ii) The Corporation shall make a reasonable effort to appoint the employee to a position at the same level as the employee's former Classification. In the event that an employee declines an offer of such a position without good and sufficient reason, the employee's salary shall immediately be adjusted to the maximum salary of his/her position.

## **ARTICLE G-2 REVISION OF COLLECTIVE AGREEMENT**

G2.01 This agreement may be revised and/or amended by mutual consent during its present term.

## **ARTICLE G-3 DURATION"**

G3.01 This Agreement, unless otherwise expressly stipulated, shall become effective on the date of ratification by both parties and shall expire on June 19, 2004.

# **APPENDIX A**

## **RATES OF PAY**

## **APPENDIX "A"\*\*\***

### **RATES OF PAY**

**Year 1 (June 20,2001)**  
**3.0% Economic Increase**

<b>Level</b>	<b>Point Band*</b>	<b>Minimum Salary</b>	<b>Maximum Salary</b>
1	0-225	\$30,100	\$37,700
2	226-300	\$33,500	\$42,000
3	301-400	\$39,700	\$50,250
4	401-500	\$45,700	\$57,500
5	501-575	\$50,800	\$66,100
6	576-650	\$59,200	\$77,100
7	651-750	\$68,200	\$88,600

**Year 2 (June 20,2002)**  
**3.0% Economic Increase**

<b>Level</b>	<b>Point Band*</b>	<b>Minimum Salary</b>	<b>Maximum Salary</b>
1	0-225	\$31,003	\$38,831
2	226-300	\$34,505	\$43,260
3	301-400	\$40,891	\$51,758
4	401-500	\$47,071	\$59,225
5	501-575	\$52,324	\$68,083
6	576-650	\$60,976	\$79,413
7	651-750	\$70,246	\$91,258

**Year 3 (June 20,2003)**  
**3.0% Economic Increase**

Level	Point Band*	Minimum Salary	Maximum Salary
1	0-225	\$31,933	\$39,996
2	226-300	\$35,540	\$44,558
3	301-400	\$42,118	\$53,311
4	401-500	\$48,483	\$61,002
5	501-575	\$53,894	\$70,125
6	576-650	\$62,805	\$81,795
7	651-750	\$72,353	\$93,996

The point bands have been established in accordance with the CCC Job Evaluation Plan.

Note: Unless there is no change, a revised list of all positions under each level (CCC-1 to CCC-7) will be provided to the local representative of the bargaining agent every six months.

### PAY NOTES

**A. Economic Increases**

Subject to Article G1.04, employees will receive an economic increase of three percent (3%) on June 20, 2002 and three percent (3%) on June 20, 2003.

**B. Incremental Increases**


1. On the employee's anniversary date, employees shall be entitled to receive an incremental increase of three and half percent (3.5%), or such percentage increase as would bring the employee's salary to the maximum of his/her salary range, whichever is the lesser.
2. A part-time employee shall be eligible to receive an incremental increase when the employee has worked a total of the normal annual hours of a full-time employee, provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this clause.
3. If an employee's salary would be less than \$100 from the maximum of the salary scale after applying the above increment, the employee's salary will be adjusted to the maximum of the salary scale.

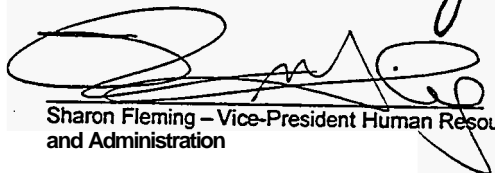
**C. Promotions**

When an employee is promoted to a higher classification, the employee's salary shall be adjusted by the lesser of a five percent (5%) salary increase or to the maximum of the salary range for the new classification.

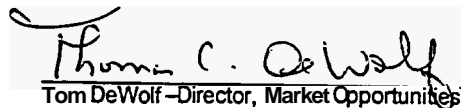
SIGNED AT OTTAWA this 15th day of the month of April 2002.

THE CANADIAN COMMERCIAL  
CORPORATION

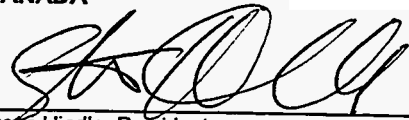
  
Douglas Patriquin - President

  
Sharon Fleming - Vice-President Human Resources  
and Administration

  
Glenda Lalonde - Human Resources and  
Compensation Advisor

  
Tom DeWolf - Director, Market Opportunities  
Development

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CANADA

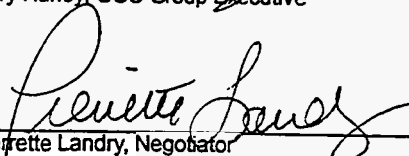
  
Steve Hindle, President

  
Dave Tye, CCC Group Chair

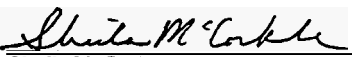
  
Marjorie Francoeur, CCC Group Executive

  
Kim Lussier, CCC Group Executive

  
Rory Harley, CCC Group Executive

  
Pierrette Landry, Negotiator

  
Jon Peirce, Research Officer

  
Sheila McCorkle

## MEMORANDUM OF AGREEMENT #1

### FREQUENT FLYER PROGRAMS

In compliance with Article 84, Travel, the parties agree that the following will apply with regards to the frequent flyer points offered to the Corporation's employees.

#### Frequent Flyer Points

- (a) The parties recognize that frequent flyer points are not provided by the Corporation but may be issued by the airlines.
- (b) When an airline's policy provides frequent flyer points, these will accrue to employees on Corporation travel according to the airline's policies.
- (c) If an airline stops issuing frequent flyer points, the Corporation will not substitute points nor compensate employees for this change of airline policy.

**MEMORANDUM OF AGREEMENT #2**  
**TRANSFER OF CCC EMPLOYEES**  
**TO THE PUBLIC SERVICE OF CANADA**

Departments of the Public Service of Canada are by law (Public Service Staff Relations Act) unable to honour employment outside the Public Service as being eligible for vacation leave and severance pay.

A CCC employee who transfers to the Public Service of Canada, thereby **will** loose eligibility for vacation and severance pay for the time employed at CCC. Any unused, accrued vacation as at the time of the transfer will be paid to the employee.

A transferred employee will be compensated as follows:

(a) Vacation Eligibility

**For** 20 years or until the employee reaches the age of 65, whichever is less, the loss of vacation eligibility will be calculated by year.

(b) Severance Eligibility

For 20 years or until the employee reaches the age of 65, whichever is less, the loss of severance eligibility, for the time worked at CCC.

The net present value of the combined vacation and severance eligibility loss will be calculated based on the current rate of long-term guaranteed income certificates offered by Canada's principal banks for investments of this magnitude.

The above calculations, subject to the proper amounts withheld relating to income tax, Canada Pension Plan and Employment Insurance, **will** be paid to the transferred employee as compensation for the **loss** of vacation and severance eligibility.

## MEMORANDUM OF UNDERSTANDING #3

### INTEGRATION INTO THE NEW CLASSIFICATIONS AND PAY BANDS\*

**A. Rules of Integration:**

Subject to the "Special Provisions" below, the following procedure and order shall apply in determining an employee's salary for the purposes of integration:

1. Employees shall **be entitled to** receive the same rate of pay as they were receiving on June 19, 2001;
2. For those employees in receipt of bilingual bonus, **this** bonus will be replaced by a salary increase of **\$800.00** effective June 20, 2001;
3. The economic increase of three percent **(3.0%)** shall be applied effective June 20, 2001;
4. For those employees who on June 19, 2001 were at their maximum increment level for one year or more, their anniversary date shall be June 20, 2001;
5. Employees who on June 19, 2001 were classified in **"FI"** positions will receive an **"FI adjustment"** of **3.45%** of their June 19, 2001 rate of pay effective June 20, 2001;
6. If an employee received a promotion and/or an increment between June 20<sup>th</sup> and the date of signing, rules **2, 3, 4** and **5** above will be reapplied effective the date(s) of the promotion/increment.

**B. Special Provisions:**

1. If the addition of entitlements in **2, 3, 4** and/or **5** above:
  - (a) would bring an employee above the maximum of the new salary band, the rate of pay will be the maximum of the salary band, and any amount above the maximum will be paid as a lump sum;
  - (b) would result in a salary rate that is less than the minimum of the new salary range, the employee's salary shall be the minimum of the new salary range.
2. If an employee's salary on June 19, 2001 is more than the maximum level of the range for his/her new classification:
  - (a) the employee's salary shall be the June 19, 2001 base salary;
  - (b) the employee shall be entitled to receive a lump sum payment equal to three percent (3.0%) of the maximum of the new classification salary range;
  - (c) Employees entitled to an **"FI Adjustment"** above shall receive this increase as a lump sum;
  - (d) The salary protection provisions of Article **G1.04** apply.

**C. The purpose of this memorandum is for integration into the new classifications and pay bands and this memorandum shall expire upon conversion of all existing employees.**

## **MEMORANDUM OF UNDERSTANDING#4**

### **AITENDANCE INCENTIVE\***

The Parties agree that it is beneficial to promote and reward good attendance.

Effective April 1, 2002, an employee who does not use any sick leave credits in a fiscal year shall be credited with two (2) days off for personal needs in the following fiscal year; to be taken at a time convenient to the employee and the Corporation. Such days shall be non-cumulative and shall have no cash value.

In order to be eligible for such leave, an employee must have been employed for the full fiscal year and have not been on leave without pay in that period.

This Memorandum expires on March 31, 2004, unless extended by mutual agreement.



## **MEMORANDUM OF UNDERSTANDING #5**

### **TRAVEL POLICY**

The Corporation agrees that any subsequent changes to its Travel Policy shall be made in the best interests of both the Corporation and its employees. The Corporation warrants that it ~~shall~~ not ~~make~~ substantial changes to its policy during the term of this collective agreement, and further, agrees that it shall incorporate any changes in travel allowances granted during this period under the ~~Treasury Board~~ National Joint Council Travel Policy.

## **MEMORANDUM OF UNDERSTANDING #6**

### **RECEPTIONIST'S HOURS OF WORK''**

Notwithstanding Article B-1.03, the scheduled hours of work for employees occupying the position of Receptionist may be eight (8) hours per day, forty (40) hours per week, and the pay specified in Appendix A. overtime, leave entitlement and leave utilization Articles applicable to the receptionist shall be modified accordingly.

## MEMORANDUM OF UNDERSTANDING #7

### JOB EVALUATION AND CLASSIFICATION

The parties acknowledge that it is the intention of the Corporation to establish a new job evaluation plan to replace the present classification plan. The Corporation agrees to hold meaningful consultation with the Bargaining Agent on this issue and shall negotiate salaries with the Bargaining Agent prior to implementation.

Until such time as the Corporation converts to a new plan, it will continue to use the Federal Public Service classification standards, used as of the date of signing of this collective agreement.

**An** employee who considers that his/her position has been improperly classified may file a grievance pursuant to Article D-5 – Complaint Resolution.

