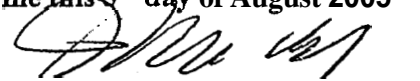


"Exhibit "A" of the affidavit of Isabelle Petrin,
sworn before me this 3rd day of August 2005"


A commissioner of Oaths, etc.

**COLLECTIVE AGREEMENT OF
THE CANADIAN TOURISM
COMMISSION**

-and-

**THE PROFESSIONAL INSTITUTE OF
THE PUBLIC SERVICE OF CANADA**

Effective: July 4, 2005 - June 21, 2007

13630(01)

**CANADIAN TOURISM COMMISSION
COLLECTIVE AGREEMENT**

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TENTATIVE COLLECTIVE AGREEMENT

CANADIAN TOURISM COMMISSION and THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA

Article 1 Purpose

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

Article 2 Interpretation and Definitions

- 2.01 For the purpose of this Agreement:

- (a) * “bargaining unit” means all employees of the Canadian Tourism Commission (CTC) described in the amended certificate dated July 20, 2004, which covers the CO, PG, CS, FI and ES classifications (unite de négociation). **(Same definition for the other bargaining unit which covers the AS, CR, GT and IS)**
- (b) “common-law partner” refers to a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year (conjoint de fait).
- (c) “continuous employment” means the period of uninterrupted term or indeterminate service in the Public Service and at the CTC for all employees hired effective January 2, 2001 and includes all uninterrupted term or indeterminate service with the CTC for all employees hired after January 2, 2001”. Individuals on Interchange Canada or on secondment from the Public Service at the CTC on January 2, 2001, shall be considered to be an employee hired effective January 2, 2001, for the sole purpose of calculating continuous employment.
- (d) “daily rate of pay” means an employee’s weekly rate of pay divided by five (5) (taux de rémunération journalier),

- (e) “**day of rest**” in relation to an employee means a day, other than a designated paid holiday, on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave (jour de repos),
- (f) “**designated paid holiday**” means the twenty-four (24) hour period commencing at 00:01 hour of a day designated as a holiday in this Agreement (jour férié désigné payé),
- (g) “**double time**” means twice (2) the straight-time hourly rate (tarif double),
- (h) “**employee**” means a person in the bargaining unit appointed by the CTC in accordance with the *CTC Act*,
- (i) “**Employer**” means the Canadian Tourism Commission (CTC) and includes any person authorized to exercise the authority of the CTC.
- (j) “**headquarters area**” spans an area of 16 kms from the assigned workplace using the most direct, safe and practical road.
- (k) “**hourly rate of pay**” means a full-time employee’s weekly rate of pay divided by thirty-seven and one half (37.5) (taux de rémunération horaire),
- (l) “**Institute**” means the Professional Institute of the Public Service of Canada (Institut),
- (m) “**lay-off**” means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function (mise en disponibilité),
- (n) “**leave**” means authorized absence from duty (congé)
- (o) “**overtime**” work required by the Employer to be performed by the employee in excess of his daily hours of work (heures supplémentaires)
- (p) “**probation**” means a trial period of employment up to six months for initial hires.,
- (q) “**time and one-half**” means one and one-half (1 1/2) times the hourly rate of pay (tarif et demi),

- (r) “union dues” means the **dues** established pursuant to the by-laws and regulations of the Institute as the dues payable by its members as a consequence of their membership in the Institute, and shall not include any initiation fee, insurance premium, or special levy (cotisations syndicales), and
- (s) “**weekly rate of pay**” means an employee’s annual rate of pay divided by 52.176 (taux de rémunération hebdomadaire).

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

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

and

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

Article 3 Application

- 3.01 The provisions of this Agreement apply to the Institute, employees and the CTC.
- 3.02 In this Agreement, words importing the masculine gender shall include the feminine gender.
- 3.03 In the event that any law passed by Parliament, applying to employees covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement.
- 3.04 Both the English and French texts of this agreement **shall be** official.

Article 4 Rights of Employees

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

Article 5 Rights of Management

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

Article 6 Hours of Work

General

6.01 For the purpose of this Article:

- (a) a week shall consist of seven (7) consecutive days beginning at 00:01 hours Monday and ending at 24:00 hours Sunday;
- (b) the day is a twenty four (24) hour period commencing at 00:01 hours
- (c) Where normal hours are to be changed so that they are different from those specified in paragraph 6.04 (d) the Employer, in advance, except in cases of emergency, will consult with the Institute on such hours or work, and in such consultation, will show that such hours are required to meet the needs of the public and/or the efficient operation of the CTC.

(d) Late Hour Premium

An employee who is required by the CTC to complete his work day in accordance with the provisions of paragraph 6.01(c) shall receive a Late Hour Premium of seven dollars (\$7) per hour for each complete hour scheduled and worked before 7:00 a.m. and after 6:00 p.m. The Late Hour Premium shall not apply to overtime hours.

6.02 Employees may be required to submit monthly attendance registers; only those hours of overtime and absences need be specified.

6.03 Where operational requirements permit, the Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.

6.04 Except as provided for in clause 6.07 and 6.08:

- (a) the normal work week shall be Monday to Friday inclusive;

- (b) an employee shall be granted two (2) consecutive days of rest during each seven (7) day period unless operational requirements do not so permit;
- (c) the scheduled work week shall be thirty-seven and one half (37.5) hours;
- (d) the scheduled work day shall be seven and one half (7.5) consecutive hours, exclusive of a meal period, between the hours of 7:00 a.m. and 6:00 p.m.;
- (e) upon the request **of** an employee and the concurrence **of** the Employer, an employee may **work** flexible hours on a daily basis **so** long as the daily hours amount to seven and one half **(7.5)**.

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

Variable Hours of Work

6.06 Compressed Work Week

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

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

Terms and Conditions Governing the Administration ~~of~~ Variable Hours of Work

6.07 The Employer and the institute agree that for those employees to whom the provisions of clause 6.06 apply, the provisions of this Agreement which specifies days shall be converted to hours. Where this Agreement **refers** to a "**day**", it **shall** be converted to seven and one **half** (7.5) hours, except in clause 15.02, Bereavement Leave with pay, where a day means a calendar day. Whenever an employee changes his or her variable hours or no longer works variable hours all appropriate adjustments **will** be made.

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

- (a) Interpretation and Definitions

"Daily rate of pay" shall not apply.

- (b) Overtime

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

- (c) Designated Paid Holidays

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

- (d) Travel

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

- (e) Leave

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

The converted amounts are as follows:

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

Article 7 Overtime

7.01 As the requirement to work overtime is an exception, subject to operational requirements, the Employer will make every reasonable effort to avoid excessive continuous overtime

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

- (a) on his normal work day, at the rate of time and one-half ($1 \frac{1}{2}$) for each hour of overtime worked for the first seven and one half (7.5) overtime hours worked and double (2) time thereafter;
- (b) on his first (1st) day of rest, at time and one-half ($1 \frac{1}{2}$) for each hour of overtime worked for the first seven and one half (7.5) hours worked and double (2) time thereafter;
- (c) on his second (2nd) or subsequent day of rest, at double (2) time for each hour of overtime worked. Second (2nd) or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.
- (d) notwithstanding paragraph (c) above, if, in an unbroken series of consecutive and contiguous calendar days of rest, the Employer permits the employee to work the required overtime on a day of rest requested by the employee, then the compensation shall be at time and one-half ($1 \frac{1}{2}$) for the first (1st) day worked.

(e) (i) on a designated holiday, compensation shall be granted on the basis of time and one-half (**1½**) for each hour worked for the first seven and one half (7.5) hours worked and double (2) time thereafter, in addition to the compensation that he/she would have been granted had he not worked on the designated holiday;

or

(ii) when an employee **works** on a designated holiday, contiguous to a second day of rest on which he also worked and received overtime in accordance with paragraph 7.02(c), he shall be paid in addition to the pay that he would have been granted had he not worked on the holiday, **two (2)** times his hourly rate of pay for all hours **worked**.

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

7.04

(a) Except in cases of emergency, call-back, stand-by or mutual agreement the Employer shall whenever possible give at least twelve (**12**) hours' notice of any requirement for the performance of overtime.

(b) No employee will be required to work more than twenty-four (**24**) continuous hours. The Employer shall make every reasonable effort to ensure that an employee who **works** sixteen (**16**) or more continuous hours **shall** receive a rest of at least twelve (**12**) hours before reporting back to work.

7.05 Upon application **by** the employee, compensation earned under this Article may be taken **in** the form of compensatory leave, which **will** be calculated at the applicable premium rate laid down in this Article. The scheduling of compensatory leave is subject to the mutual agreement of the employee and the CTC. Compensatory leave earned in a fiscal year and outstanding on August 31 of the next following **fiscal** year shall be paid at the employee's daily rate of pay on December 31 of the year in which it was earned.

7.06 When a payment is being made as a result of the application of this Article, the Employer will endeavour to make such payment within six

(6) weeks following the end of the pay period for which the employee requests payment, or, if payment is required to liquidate compensatory leave outstanding on August 31, the CTC will endeavour to make such payment within six (6) weeks of the commencement of the first (1st) pay period after August 31.

7.07 Meal Allowance

- (a) An employee who works three (3) or more hours of overtime before or immediately following his scheduled hours of work shall be reimbursed his expenses for one ~~(1)~~ meal in the amount of ten dollars and ~~fifty~~ cents (\$10.50) except where free meals are provided.
- (b) When an employee works overtime continuously extending beyond the period provided in (a) above, the **employee** shall be reimbursed for **one** ~~(1)~~ additional meal in the amount of ten dollars and **fifty cents (\$10.50)** for each additional four **(4)** hour period of overtime worked thereafter, except where free meals are provided.
- (c) Reasonable time with **pay**, to **be** determined by the CTC, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.

7.08 Reporting Pay

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

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

7.09 When an employee is in a situation involving overtime and is required to report to work, he shall be reimbursed for reasonable expenses

incurred for travel from the employee's residence and/or return, if necessary, as follows:

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

Article 8 Call-Back

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

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

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

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

8.03 Upon application by the employee, compensation earned under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this Article. The scheduling of Compensatory leave is subject to the mutual agreement of the employee and the CTC. Compensatory leave earned in a fiscal year and outstanding on August 31 of the next following fiscal year shall be paid at the employee's daily rate of pay on December 31 of the year in which it was earned.

8.04 When a payment is being made as a result of the application of this Article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period for which the employee requests payment, or, if payment is required to liquidate compensatory

leave outstanding on August 31, the Employer will endeavour to make such payment within six (6) weeks of the commencement of the first (1st) pay period after August 31.

Article 9 Standby

- 9.01 When the Employer requires an employee to be available on standby during off-duty hours an employee shall be compensated at the rate of one-half (½) hour for each four (4) hour period or portion thereof for which he has been designated as being on standby duty.
- 9.02 An employee on standby who is called in to **work** by the Employer and who reports **for work** shall be compensated in accordance with Article 8, Calf-Back.
- 9.03 An employee required to be on standby duty shall **be** available during his period **of** standby at a known telephone number and be able to return **for duty** as quickly as possible if called. In designating employees **for** standby, the Employer will endeavour provide for the equitable distribution **of** standby duties.
- 9.04 No standby duty payment shall be granted if any employee **is** unable to report for duty when required.
- 9.05 Other than when required by the Employer to use a vehicle of the Employer **for** transportation to a work location other than an employee's normal place **of work**, time spent by the employee reporting to work or returning to his **or** her residence shall not constitute time worked.

Article 10 Designated Paid Holidays

- 10.01 Subject to clause 10.02 below, the following days shall be designated paid holidays for employees:
- (a) New Year's Day,
 - (b) Good Friday,
 - (c) Easter Monday,
 - (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
 - (e) Canada Day,
 - (f) Labour Day,
 - (g) the day fixed by proclamation *of* the Governor in Council as a general day *of* Thanksgiving,
 - (h) Remembrance Day,

- (i) Christmas Day,
- (j) Boxing Day,
- (k) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first (1st) Monday in August, and
- (l) one additional day when proclaimed by an Act of Parliament as a National Holiday.

10.02 An employee absent without pay on both his full working day immediately preceding and his **full** working day immediately following a designated paid holiday, **is** not entitled to pay for the holiday, except in the case of **an** employee **who is** granted leave without pay under the provisions of Article 28 Leave for Staff Relations Matters.

10.03 Designated Paid Holiday Falling on a Day of Rest

When a day designated as a paid holiday under clause 10.01 above coincides with an employee's day of rest, the holiday shall be moved to the employee's first (1st) normal working day following his day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

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

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

and

(b) work performed by an employee on the day to which the holiday was moved, shall **be** considered as work performed on a holiday.

10.05 Compensation for Work on a Paid Holiday

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

10.06 Designated Paid Holiday Coinciding with a Day of Paid Leave

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

10.07 Where operational requirements permit, the Employer shall not schedule an employee to work both December 25 and January 1 in the same holiday season.

10.08 When an employee is required to report for work and reports on a designated holiday, he shall be paid the greater of:

- (a) compensation at the applicable overtime rate,
- or**
- (b) compensation equivalent to four **(4)** hours' pay at his straight-time **rate** of pay.

Article 11 Travelling Time

11.01 When the Employer requires an employee to travel outside the employee's headquarters area for the purpose of performing duties, the employee shall be compensated in the following manner:

- (a) On a normal working day on which the employee travels but does not work, the employee shall receive the employee's regular pay for the day.
- (b) On a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) regular pay for the day for a combined period of travel and work not exceeding seven and one-half (7 1/2) hours, and
 - (ii) at the applicable overtime rate for additional travel time in excess of a seven and one-half (7 1/2) hour period of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate in any day.
- (c) **On** a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for

hours travelled to a maximum of twelve (12) hours' pay at the straight-time rate.

11.02 For the purpose of clause **11.01** above, the travelling time for which an employee shall be compensated is as follows:

- (a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the CTC.
- (b) For travel by private means of transportation, the normal time as determined by the CTC, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or work place.
- (c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the CTC may authorize such alternate arrangements in which case compensation for travelling time shall not exceed that which would have been payable under the CTC's original determination.

11.03 All calculations for travelling time shall be based on each completed period of fifteen (15) minutes.

11.04 Upon application by the employee, compensation earned under **this** Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this Article. The scheduling of compensatory leave is subject to the mutual agreement of the employee and the CTC. Compensatory leave earned in a fiscal year and outstanding on August **31** of the next **following** fiscal year shall be paid at the employee's daily rate of pay on December **31** of the year in which it was earned.

11.05 When a payment is being made as a result of the application of this Article, the CTC will endeavour to make such payment within six (6) weeks following the end of the pay period for which the employee requests payment, or, if payment is required to liquidate compensatory leave outstanding on August **31**, the CTC will endeavour to make such payment within six (6) weeks of the commencement of the first (**1st**) pay period after August **31**.

11.06 This Article does not apply to an employee required to perform work in any type of transport in which the employee is travelling. In such circumstances, the employee shall receive pay for actual hours worked

in accordance with the Articles: Hours of Work, Overtime, Designated Paid Holidays.

11.07 Travelling time shall include time necessarily spent at each stop-over en route up to a maximum of five (5) hours provided that such stop-over **does** not include an overnight stay.

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

11.09 **Travel Status Leave**

(a) **An** employee who **is** required to travel outside his or her headquarters area on **CTC** business, as these expressions **are defined by** the **Employer**, and **is** away **from** his permanent residence **for** thirty (30) nights **during a** fiscal year shall be granted **one (1) day off** with pay. The employee shall **be** credited with one **(1)** additional day off for each additional twenty (20) nights that the employee is away **from** his **or** her permanent residence **to a** maximum of eighty (80) additional nights.

(b) The maximum number of days off earned under this clause shall not exceed five (5) days in a fiscal year and shall accumulate **as** compensatory leave with pay.

(c) This leave with pay is deemed to be compensatory leave and is subject to the clause 11.04 and 11.05.

(d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences **and** seminars unless the employee is required to attend by the Employer.

Article 12 Leave General

12.01 An employee **is** entitled, once in each fiscal year, to be informed, upon request, of the employee's balance **of** vacation, or sick leave with pay credits.

12.02 The amount of leave with pay credited to an employee by the CTC 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.

- 12.03 An employee shall not be granted two (2) different types of leave with pay in respect of the same period of time.
- 12.04 An employee is not entitled to leave with pay during periods the employee is on leave without pay or under suspension.
- 12.05 When an employee, who has been granted more vacation or ~~sick~~ leave with pay than has been earned, is laid-off or dies, the employee is considered to have earned the amount of leave with pay that has been granted to that employee.
- 12.06 In the event of termination of employment for reasons other than death or lay-off, the CTC shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the substantive position occupied by the employee on the date of the termination of his employment.
- 12.07 (a) When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one day being equal to seven and one-half (7 1/2) hours.
- (b) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.
- (c) Notwithstanding the above, in clause 15.02, Bereavement Leave with Pay, a "day" will mean a calendar day.

Article 13 Vacation Leave

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

13.02 Accumulation of Vacation Leave Credits

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

- (a) nine decimal three seven five (9.375) hours at the employee's straight-time hourly rate until the month in which the employee's eighth (8th) anniversary of service occurs;
- (b) twelve decimal five (12.5) hours at the employee's straight-time hourly rate commencing the month in which the employee's eighth (8th) anniversary of service occurs;
- (c) thirteen decimal seven five (13.75) hours at the employee's straight-time hourly rate commencing with the month in which the employee's sixteen (16th) anniversary of service occurs;
- (d) fourteen decimal three seven five (14.375) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's seventeenth (17th) year of service occurs;
- (e) fifteen decimal six two five (15.625) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's eighteen (18th) year of service occurs;
- (f) sixteen decimal eight seven five (16.875) hours at the employee's straight-time hourly rate commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
- (g) eighteen decimal seven five (18.75) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's twenty-eight (28th) anniversary of service occurs;
- (h) however, an employee who is entitled to or who has received furlough leave shall have the vacation leave credits earned under this Article, reduced by three decimal one two five (3.125) hours per month from the beginning of the month in which the employee completes his or her twentieth (20th) year of continuous employment until the beginning of the month in which the employee completes his or her twenty-fifth (25th) year of continuous employment.

13.03

- (a) For the purpose of clause 13.02 above only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on

leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one (I) year following the date of lay-off.

- (b) Notwithstanding paragraph (a) above, an employee who **was** a member of the PG bargaining unit on May 17, 1989 or an employee who became a member of the PG bargaining unit between **May 17, 1989** and **May 31, 1990** shall retain, for the purpose of "service" and of establishing his or her vacation entitlement pursuant to this Article, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment **in** the Public Service is terminated.

13.04 **Entitlement to Vacation Leave With Pay**

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

13.05 **Provision for Vacation Leave**

- (a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- (b) In order to maintain operational requirements, the Employer reserves the right **to** schedule an employee's vacation leave but shall make every reasonable effort:
 - (i) to provide an employee's vacation leave in an amount and at such time as the employee may request;
 - (ii) not to recall an employee to duty after he has proceeded on vacation leave.
- (c) The Employer shall give an employee **as** much notice as is practicable and reasonable of approval, denial or cancellation of a request for vacation or furlough leave. In the case of denial, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.

13.06 Replacement of Vacation Leave

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

- (a) is granted bereavement leave, or
- (b) is granted leave with pay because of illness in the immediate family, or
- (c) is granted sick leave on production of a medical certificate, or
- (d) is granted court leave in accordance with clause 15.13, the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee, and approved by the employer, or reinstated for use at a later date.

13.07 Carry-Over and Liquidation of Vacation Leave

- (a) Where in any vacation year all of the vacation leave credited to an employee has not been scheduled, the employee may carry over into the following vacation year up to a maximum of thirty-five (35) days credits. All vacation credits in excess of thirty-five (35) days will be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on the last day of the vacation year.
- (b) During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of fifteen (15) days may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on December 31st, of the previous vacation year.
- (c) Notwithstanding paragraph (a), if on the date of signing of this Agreement or on the date an employee becomes subject to this Agreement, he or she has more than two hundred and sixty-two point five (262.5) hours of unused vacation leave credits earned during previous years, a minimum of seventy-five (75) hours credit per year shall be granted, or paid in cash by August 31st of each year, until all vacation leave credits in excess of two hundred and sixty-two point five (262.5) hours have been liquidated. Payment shall be in one instalment per year, and shall be at his or her daily rate of pay as calculated

from the classification prescribed in his or her certificate of appointment of his or her substantive position on August 31st of the applicable previous vacation year.

13.08 Recall **From** Vacation Leave

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

- (a) in proceeding to his place of duty, and
- (b) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled, after submitting such accounts as are normally required by the Employer.

13.09 The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under clause 13.08 above to be reimbursed for reasonable expenses incurred by him.

13.10 Cancellation of Vacation Leave

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

13.11 Advance Payments

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

13.12 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 and furlough leave with pay to his credit by the daily rate of pay as calculated from the classification prescribed in his certificate of appointment on the date of the termination of employment.

13.13 Vacation Leave Credits for Severance Pay

Where the employee requests, the Employer shall grant the employee's unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of lay-off, and the tenth (10th) year of continuous employment in the case of resignation.

13.14 Abandonment

Notwithstanding clause 13.13 above, an employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment referred to in clause 13.13 above if he requests it within six (6) months following the date upon which his employment is terminated.

13.15 **Recovery** on Termination

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

13.16 Appointment **to a** Separate Employer

Notwithstanding clause 13.12, an employee who resigns to accept an appointment with an organization listed in Part II of Schedule I of the *Public Service Staff Relations Act* may choose not to be paid for unused vacation and furlough leave credits, provided that the appointing organization will accept such credits.

13.17 Appointment from a Separate Employer

The Employer agrees to accept the unused vacation and furlough leave credits up to a maximum of thirty-five (35) days of an employee who resigns from an organization listed in Part II of Schedule I of the *Public Service Staff Relations Act* in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

Article 14

14.01 Sick Leave

Credits

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

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

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

14.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury the employee was unable to perform the employee's duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 14.02(a) above.

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

14.05 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause **14.02** above, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of **up** to twenty-five (25) days, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for reasons other than death or lay-off, the recovery of the advance from any monies owed the employee.

- 14.06 An employee whose employment was terminated by reason of lay-off and who is subsequently reappointed to the CTC within one year from the date of the lay-off shall be credited with the amount of sick leave credits the employee had earned but unused up to the date of lay-off.
- 14.07 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested **by** the employee and approved by the Employer or reinstated for use at a later date.
- 14.08 The Employer may for good and **sufficient** reason, advance sick leave credits to **an** employee when a previous advance has not been fully reimbursed.
- 14.09 The Employer agrees that an employee recommended for release due to incapacity **by** reason **of** ill-health shall **not** be released at a date earlier than the date at which the employee will have utilized the employee's accumulated sick leave credits.

Article 15 Other Leave With or Without Pay

15.01 Validation

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

15.02 Bereavement Leave

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

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of five (5) consecutive calendar days which must include the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to

three (3) days' leave with pay for the purpose of travel related to the death.

- (b) An employee ~~is~~ is entitled to two (2) days bereavement leave with pay for the purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraphs 15.02(a) and 15.02(b), the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (d) It *is* recognized by the parties that the Circumstances, which call for leave in respect of bereavement, are based on individual circumstances. On request, the President or designate may, after considering the particular circumstances involved, grant leave with pay for a period greater and/or in a manner different than that provided for in paragraphs 15.02(a) and 15.02(b).

15.03 **Maternity Leave Without Pay**

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

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy **by** a period

equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of seventeen (17) weeks.

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits **up** to and beyond the date that her pregnancy **terminates**;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy **terminates**, subject to the provisions set out in Article 14, Sick Leave. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 14, **Sick** Leave, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from **work** due to the pregnancy at least four (**4**) weeks in advance of the initial date of continuous leave of absence during which **termination** of pregnancy is expected to occur unless there **is** a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

15.04 **Maternity Allowance**

- (a) An employee who has been granted maternity leave without pay shall **be** paid a maternity allowance in accordance with the **terms of** the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that she:

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

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

sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Maternity allowance payments made in accordance with the **SUB Plan will** consist of the following:
 - (i) where an employee *is* subject to a waiting period of **two (2) weeks** before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) **of** her weekly rate of pay for each week of the waiting period, less any other monies earned during this period, **and**
 - (ii) **for** each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which **may** result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 15.04(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:

- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six **(6)** month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph **(9)** shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
 - (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four **(4)** months, the weekly rate shall be the rate she was being paid on that day.
 - (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
 - (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

15.05 Special **Maternity** Allowance **for** Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 15.04(a)(ii) solely because a concurrent entitlement to benefits under the CTC Long Term Disability Insurance Plan (LTD Plan) or via the **Government Employees Compensation Act**, prevents her from receiving Employment Insurance pregnancy benefits, and

- (ii) has satisfied all of the other eligibility criteria specified in paragraph 15.04(a), other than those specified in sections (A) and (B) of subparagraph 15.04(a) (iii) shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the LTD Plan or via the *Government Employees Compensation Act*.
- (b) An employee shall be paid an allowance under **this** clause and under clause 15.04 for a combined period **of** no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 **of** the *Employment Insurance Act* had she **not** been disqualified from Employment Insurance pregnancy benefits **for the** reasons described in subparagraph (a)(i).

15.06 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period **of** up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child **is** born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province **for** the adoption of a child, the employee shall, upon request, **be** granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b):
 - (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay, or

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

subject to subparagraphs c) (i) and (ii), the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than fifty-two (52) weeks after the day on which the child comes into the employee's care.

- (d) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- (e) The Employer may:
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (f) Parental leave without pay taken by a couple employed at the CTC shall not exceed a total of thirty-seven (37) weeks for both individuals combined.
- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

15.07 Parental Allowance

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

- (i) has completed six (6) months of continuous employment before the commencement of the parental leave without pay,
- (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental benefits pursuant to the *Employment Insurance Act* in respect of insurable employment with the Employer, and
- (iii) has signed an agreement with the Employer stating that:
 - (A) the employee will return to work on the expiry date of his parental leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) following his return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 15.04(a)(iii)(B), if applicable;
 - (C) should he fail to return to work in accordance with section (A) or should he return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the CTC Pension Plan, he will be indebted to the Employer for an amount determined as follows:

(allowance received)

X

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

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

however, an employee whose specified period of employment expired and who is rehired within a

period of five (5) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of **two (2)** weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) other than as provided in subparagraph (iii) below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act* as amended from time to time, the difference between the gross weekly amount of the Employment Insurance parental benefits he is eligible to receive and ninety-three per cent (93%) of his weekly rate of pay **less** any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he would have been eligible if **no** extra monies had been earned during this period;
 - (iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the *Employment Insurance Act*, the parental allowance payable under the SUB Plan described in subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under the *Employment Insurance Act*.
- (d) At the employee's request, the payment referred to in subparagraph 15.07(c)(i) will be estimated and advanced to

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

- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he is required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee **who** has been employed on a part-time **or on** a combined full-time and part-time basis during the **six (6)** month period preceding the commencement of maternity **or** parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee **was** being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

15.08 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
- (i) fails to satisfy the eligibility requirement specified in subparagraph 15.07(a)(ii) solely because a concurrent entitlement to benefits under the Long-Term Disability Insurance Plan (LTD) or via the *Government Employees Compensation Act*, prevents the employee from receiving Employment Insurance parental benefits, and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 15.07(a), other than those specified in sections (A) and (B) of subparagraph 15.07(a)(iii),

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

- (b) An employee shall be paid an allowance under this clause and under clause 15.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the Employment Insurance Act, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

15.09 Leave Without Pay for the Care of Immediate Family

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

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse or same-sex partner resident with the employee), children (including foster children or children of spouse or common-law spouse or same-sex partner) parents (including stepparents or foster parent) or any relative permanently residing in the employee's household or with whom the employee permanently resides.

- (b) an employee shall notify the Employer in writing as far in advance as possible but not less than four **(4)** weeks in advance of the commencement date of such leave, unless such notice cannot be given, because of an urgent or unforeseeable circumstance;
- (c) the total leave periods granted under this clause shall not exceed five (5) years during an employee's total period of employment at the CTC;
 - (i) if the leave granted under this clause is for a period of less than one **(1)** year, upon returning from leave, the CTC shall reinstate the employee to the position the employee most recently held, if it still exists, or if it **does** not exist, to a comparable vacant **position** for which the employee has the required experience, knowledge and qualifications. Should **no** comparable vacant position exist or should the employee not have the required experience, knowledge and qualifications, the employee shall be placed on the recall list and be entitled to the recall provisions as described in Article 29.
 - (ii) if the leave granted under this clause is for a period of more than one **(1)** year, upon returning from leave, the CTC shall reinstate the employee to a vacant position for which the employee has the required experience, knowledge **and** qualifications. Should no vacant position exist or should the employee not have the required experience, knowledge and qualifications, the employee shall be placed on the recall list and be entitled to the recall provisions as described in Article 29.
- (d) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and from the calculation of "service" for the purpose of calculating vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

15.10 **Leave Without Pay for Personal Needs**

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

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

15.11 Leave With Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family *is* defined as spouse (or common-law partner resident with the employee); children (including foster children or children of spouse or common-law partner); parents (including step-parents or foster parents); or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:
 - (i) employees own medical and dental appointments, up to seven and one half hours. An employee is

expected to make every reasonable effort to schedule his/her medical or dental appointments to minimize or preclude his absence from work;

- (ii) an employee **is** expected to make every reasonable effort to schedule medical or dental appointments for family members to minimize or preclude his absence from work; however, when alternate arrangements are not possible an employee shall be granted **up** to seven and one-half (7 1/2) hours for a medical or dental appointment when the dependent family member is incapable of attending the appointment by himself, or for appointments with appropriate authorities **in schools** or adoption agencies. **An** employee requesting leave under this provision must notify his supervisor **of** the appointment **as far** in advance **as** possible;
 - (iii) to provide for the immediate and temporary care of a sick **or** elderly member **of** the employee's family and to provide **an** employee with time to make alternate care arrangements where the illness is **of** a longer duration;
 - (iv) *two* (2) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;
- (c) The total leave with pay which may be granted under sub-clauses 15.11(b) (ii), (iii) and (iv) shall not exceed five (5) days in a fiscal year.
- (d) Providing an employee gives the Employer at least five (5) days' notice, the employee shall be granted five (5) days' marriage leave with pay for the purpose of getting married.

15.12 Volunteer Leave

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

The leave will be scheduled at times convenient both to the employee and the Employer.

15.13 **Court Leave With Pay**

The Employer shall grant leave with pay to an employee for the period of time the employee is required:

- (a) to be available for jury selection;
- (b) to serve on a jury; or
- (c) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate or coroner;
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position;
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

15.14 **Injury on Duty Leave**

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

- (a) personal injury accidentally received in the performance of the employee's duties and not caused by the employee's willful misconduct,

- (b) sickness resulting from the nature of the employee's employment, or
- (c) exposure to hazardous conditions in the course of the employee's employment,

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

15.15 **Religious Observance**

- (a) **The** Employer shall make every reasonable effort to accommodate **an** employee who requests time off to fulfill his 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 fulfill their religious obligations.
- (c) Notwithstanding paragraph 15.15(b), at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be **compensated** nor should they result in any additional payments **by** the Employer.
- (d) An employee who intends to request leave or time off under this Article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

15.16 **Maternity-related Reassignment or Leave**

- (a) An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing,

continuing any of her current functions may pose a risk to her health or that of the fetus or child.

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

15.17 Medical Appointment for Pregnant employees

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

15.18 Leave With or Without Pay for Other Reasons

- (a) At its discretion, the Employer may grant:
 - (i) leave with pay when circumstances not directly attributable to the employee prevent his reporting for duty; such leave shall not be unreasonably withheld;
 - (ii) leave with or without pay for purposes other than those specified in this Agreement.

(b) Personal Leave

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

The leave will be scheduled at times convenient to both the employee and the Employer.

15.19 Leave Without Pay for Relocation of Spouse

At the request of the employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.

If the leave granted under this clause is for a period of less than one (1) year, upon returning from leave, the CTC shall reinstate the employee to the position the employee most recently held, if it still exists, or if it does not exist, to a comparable vacant position for which the employee has the required experience, knowledge and qualifications. Should no comparable vacant position exist or should the employee not have the required experience, knowledge and qualifications, the employee shall be placed on the recall list and be entitled to the recall provisions as described in Article 29.

If the leave granted under this clause is for a period of more than one (1) year, upon returning from leave, the CTC shall reinstate the employee to a vacant position for which the employee has the required experience, knowledge and qualifications. Should no vacant position exist or should the employee not have the required experience, knowledge and qualifications, the employee shall be placed on the recall list and be entitled to the recall provisions as described in Article 29.

15.20 Examination Leave

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

Article 16 Career Development

16.01 General

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

16.02 Education Leave Without Pay

- (a) An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable him to fill his present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- (b) An employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to one hundred per cent (100%) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In

such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

- (c) Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- (d) **As** a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. **If** the employee, except with the **permission of** the Employer:
 - (i) fails to **complete** the **course**,
 - (ii) does not resume employment with the Employer on completion of the **course**,
 - or
 - (iii) ceases to be employed, except by reason of death, disability, illness or lay-off, before termination of the period he has undertaken to serve after completion of the course,

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

16.03 **Attendance at Conferences and Conventions**

- (a) Career development refers to an activity which is likely to be of assistance to the individual in furthering his career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
 - (i) a course given by the Employer;
 - (ii) a course offered by a recognized academic institution;
 - (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.

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- (b) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
 - (c) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions that are related to his field of specialization, subject to operational requirements.
 - (d) The Employer may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
 - (e) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.
 - (f) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed payment of convention or conference registration fees and reasonable travel expenses.
 - (g) An employee shall not be entitled to any compensation under Article 7 Overtime, and 11 Travelling Time, in respect of hours the employee is in attendance at or travelling to or from a conference or convention under the provisions of this clause.

16.04 Professional Development

- (a) The parties to this Agreement share a desire to improve professional standards by giving the employees the opportunity on occasion:
 - (i) to participate in workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields,

- (ii) to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer, or
 - (iii) to carry out research in the employee's field of specialization not specifically related to his assigned work projects when in the opinion of the Employer such research is needed to enable the employee to fill his present role more adequately.
- (b) Subject to the Employer's approval, an employee shall receive leave with pay in order to participate in the activities described in paragraph 16.04 (a) above.
- (c) An employee may apply at any time for professional development under this clause, and the Employer may select an employee at any **time** for such professional development.
- (d) When an employee **is** selected by the Employer for professional development under this clause the Employer will consult with the employee before **determining** the location and duration of the program **of** work or studies to be undertaken.
- (e) An employee selected for professional development under this clause shall continue to receive his normal compensation including any increase for which he may become eligible. The employee shall not be entitled to any compensation under Articles 7, Overtime, and 11, Travelling Time, while on professional development under this clause.
- (f) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

16.05 **Selection Criteria**

- (a) The Employer shall establish selection criteria for granting leave under clauses 16.02, 16.03 and 16.04. Upon request, a copy of these criteria will be provided to an employee and/or the Institute Representative.
- (b) **All** applications for leave under clauses 16.02 through 16.04 will be reviewed by the Employer. **A list** of names of the applicants to whom the Employer grants leave under clauses 16.02 through 16.04 will be provided to the Institute.

- i
- (c) The CTC will endeavour to provide for the equitable distribution of career development opportunities/activities.

Article 17 Severance Pay

17.01 Under the following circumstances and subject to clause 17.02, an employee shall receive severance benefits calculated on the basis of his weekly rate of pay:

- (a) Lay-Off

When an employee has been permanently laid-off, the employee is entitled to ~~two~~ (2) weeks' pay for the first (1st) complete year of continuous employment and one ~~(1)~~ week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period any reason in respect of which Severance Pay was granted .

- (b) Rejection on Probation

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

- (c) Retirement

For employees who are employed by the CTC at the time of the signing of this collective agreement, on retirement, when an employee is entitled to an immediate annuity or to an immediate annual allowance under the Public Service Superannuation Act and/or the CTC Pension Plan, a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

- (d) Death

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

(e) Termination for Cause for Reasons of Incapacity

When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to Section 11(2)(g) of the Financial Administration Act, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

(f) Resignation

On resignation, subject to paragraph 17.01(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 and, in the case of partial year of continuous employment, one-half (1/2) week's pay multiplied by the number of days of continuous employment divided by three years with a maximum benefit of thirteen (13) week's pay.

17.02 The period of continuous employment used in the calculation of severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit, whether at the CTC or as part of the Public Service. Under no circumstances shall the maximum severance pay provided under clause 17.01 be pyramided.

- (a) The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in his letter of appointment, immediately prior to his termination.
- (b) Notwithstanding paragraph 17.02 (a), where an employee has been in an acting position for more than one (1) year at the time of severance, the rate of pay used to determine the

employee's severance pay is the employee's acting rate of pay.

- 17.03 Notwithstanding paragraph 17.01(f) above, an employee who resigns to accept an appointment with one of the organizations in the core Federal Public Administration, Separate Employers or Federal Crown Corporations may choose not to be paid severance pay provided that the appointing organization will accept the employee's service for its severance pay entitlement.

Article 18 Reclassification and Statement of Duties

- 18.01 If, during the term of this Agreement, a new classification standard is established and implemented by the Employer, the Employer shall, before applying rates of pay to the new levels resulting from the application of the standard, negotiate with the Institute the rates of pay and the rules affecting the pay of employees on their movement to the new levels.
- 18.02 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his position, including the classification level and, where applicable, the point rating allotted by factor to his position, and an organization chart depicting the position's place in the organization.

Article 19 Registration Fees

- 19.01 Upon receipt of proof of payment, the CTC shall reimburse an employee his annual membership or registration fees paid to an accredited organization or governing body, when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.
- 19.02 When the payment of such fees is not a requirement for the continuation of the performance of the duties of an employee's position, but relevant to the employee's profession, the CTC shall reimburse the employee, upon receipt of proof of payment, for his annual membership or registration fees paid to an accredited organization or governing body. Reimbursement will not include insurance fees, initiation fees, supplementary levies or fees, retroactive fees or fees prior to the date of the signing of this agreement.

Article 20 Immunization

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

Article 21 Technological Change

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

- 21.02 In this Article "Technological Change" means:

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

and

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

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

- 21.04 The CTC agrees to provide as much advance notice as practicable but, except in cases of emergency, not less than one hundred and eighty (180) days written notice to the Institute of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

- 21.05 The written notice provided for in clause 21.04 will provide the following information:

(a) the nature and degree of change;

- (b) the anticipated date or dates on which the CTC plans to effect change;
- (c) the location or locations involved.

21.06 As soon as reasonably practicable after notice is given under clause 21.04, the CTC shall consult meaningfully with the Institute concerning the effects of the technological change referred to in clause 21.04 on each group of employees. Such consultations will include but not necessarily be limited to the following:

- (a) The appropriate number, class and location of employees likely to be affected by the change.
- (b) The effect the change may be expected to have on working conditions or terms and conditions of employment of employees.

21.07 When, as a result of technological change, the CTC determines that an employee requires new skills or knowledge in order to perform the duties of his substantive position, the CTC will make every reasonable effort to provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

Article 22 Safety and Health

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

22.02 The CTC shall continue to provide, where economically and administratively feasible, working accommodation and facilities to meet the special requirements of computer systems services and the CTC agrees to consult with the Institute for the purpose of considering expeditiously the Institute's suggestions on the subject.

Article 23 Recognition

23.01 The Employer recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate issued by the Canada Industrial Relations Board on July 20, 2004 covering

employees of the AS, CR, GT and IS groups. The bargaining unit is described as follows:

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

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

Should this be October 31, 2003

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

What is LS ?

- ✓ - HR Coordinator
 - ✓ - HR Administrative Asst.
 - ✓ - Executive Asst. to Pres. & CEO.
 - ✓ - Executive Asst. to E.V.P. & COO
- Director of Financial Operations = Director of Procurement*

Manager Locally engaged Operations - CFO - Director Research

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

Article 24 Check Off

24.01 The CTC will as a condition of employment deduct an amount equal to the amount of the membership dues from the monthly pay of all employees in the bargaining unit. Where an employee **does** not have sufficient earnings in respect of any month to permit deductions under

this Article the CTC shall not be obligated to make such deductions for that month from subsequent salary.

- 24.02 The Institute shall inform the CTC in writing of the authorized monthly deduction to be checked off for each employee defined in clause 24.01.
- 24.03 For the purpose of applying clause 24.01 above, deductions from pay for each employee in respect of each month will start with the first (1st) full month of employment to the extent that earnings are available.
- 24.04 An employee who satisfies the CTC to the extent that he declares in an affidavit that he is a member of a religious organization whose doctrine prevents him as a matter of conscience from making financial contributions to an employee organization and that he will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved. A copy of the affidavit will be provided to the Institute.
- 24.05 No bargaining agent, as defined in Section 3 of the *Canada Labour Code* other than the Institute, shall be permitted to have membership dues and/or other monies deducted by the CTC from the pay of employees in the bargaining unit.
- 24.06 The amounts deducted in accordance with clause 24.01 shall be remitted to the Institute by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 24.07 The CTC agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.
- 24.08 The Institute agrees to indemnify and save the CTC harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the CTC, in which case the liability shall be limited to the amount of the error.
- 24.09 When it is mutually acknowledged that an error has been committed, the CTC shall endeavour to correct such error within the two (2) pay periods following the acknowledgement of error.

Article 25 Use of CTC Facilities

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

Article 26 Information

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

Article 27 Employee Representatives

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

Article 28 Leave for Staff Relations Matters

28.01 Employee Called as a Witness

The Employer will grant leave with pay

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

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

The Employer will grant leave without pay:

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

- 28.03 Subject to operational requirements and with thirty (30) working days of notice from the employee, the Employer will grant leave without pay

i to a maximum of one (1) employee of the bargaining unit who is elected or appointed to a full-time Institute office for a period in excess of three (3) months. Leave without **pay** granted under this shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved.

28.04 Arbitration Board and Alternative Dispute Resolution Process

- (a) The CTC will grant leave with pay to an employee who is party to the Grievance which **is** before an Arbitrator established under the Article 33 (Grievance Procedure) or an agreed upon Alternate Dispute Resolution(ADR) process.
- (b) The CTC will grant leave with pay to one **(1)** employee **who acts as** representative to an employee **who is** a party to the grievance before an Arbitrator or an agreed **upon** ADR process.

28.05 Meeting **During the** Grievance **Process**

Employee Presenting Grievance

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

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

28.06 Employee **Who Acts as** Representative

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

28.07 Grievance Investigations

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

28.08 Contract Negotiations Meetings

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

28.09 Preparatory Contract Negotiations Meetings

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

28.10 Meetings Between the Institute and Management

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

28.11 Institute Executive Council Meetings and Conventions

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

28.12 Employee Representatives' Training Courses

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

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

Article 29 Layoff and Recall

29.01. Application

This article applies to indeterminate employees only.

29.02 Lay-Off

- (a) **If** the CTC determines that a lay-off of one or more employees is required, the CTC shall advise the Institute as soon as **possible** in advance of the date on which the notification of lay-off is to be given, **to** ensure adequate time for meaningful consultation. The CTC will consider any proposal **by** which the **layoff(s)** can be avoided or minimized. Before the lay-off of indeterminate employees, the CTC will make every reasonable effort to place the employees affected by the lay-off in other positions, providing that the CTC determines that the employee has the necessary knowledge, skills, qualifications **and** ability to satisfactorily perform the work.
- (b) Surplus employee and laid-off persons appointed to a lower level position under these articles shall have their salary protected in accordance with the salary protection provisions of this collective agreement.

29.03 Notice Period of Surplus Status

- (a) An employee whose position has been declared surplus to requirements shall receive **six** (6) months notice during which time, the employee will continue to receive his salary and benefit. During this period, the Employer will make every effort to redeploy the employee to a vacant position for which the CTC determines that the employee has the necessary knowledge, skills, qualifications and ability to satisfactorily **perform** the work or for which the CTC determines he would **be** able to meet this standard with reasonable training not to exceed the cost of \$8000 and at no cost to the employee.

(b) At the end of the six months period the employee will have the following options:

(i) Transition Support Measure is a cash payment in the amount of **one-week** pay for each complete year of continuous employment. Employees choosing this Option must resign but will be considered to be laid-off for purposes of severance pay. For the purpose of calculating the TSM the following periods count as continuous employment:

(1) Hired, on Secondment or Interchange Canada on January 2, 2001

the period of uninterrupted term or indeterminate service in the Public Service and at the CTC up to the day the notice period of surplus ends; or

(2) Hired after January 2, 2001

the period of uninterrupted term or indeterminate service at the CTC up to the day the notice period of surplus ends.

- or -

(ii) elect recall in accordance with clause 29.06

29.04 **Resignation During Notice Period of Surplus Status**

The employee may request that the CTC accept his resignation before the end of his surplus period in order to receive lump sum payment equivalent to his regular salary for the period beginning on his resignation date until **his** scheduled lay-off date for a maximum payment of six months. The lay *off* severance pay in this collective agreement is separate from, and in addition to, the lump sum payment in this article.

29.05 **Alternation**

The parties recognize the benefits of the alternation process. An alternation occurs when an employee whose position has been declared surplus to requirements who wishes to remain at the CTC exchanges positions with a **non-affected** employee (the alternate) willing to resign from the CTC. The alternation is conditional upon the CTC determining that the employee has the necessary knowledge,

Missing

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.

29.09 **Counselling and Reestablishment of Employees**

During the notice period of surplus status:

- a) The CTC is responsible to counsel and advise affected employees on their opportunities of finding continuing employment.
- b) Employees are responsible for actively seeking employment in cooperation with the CTC.
- c) Where operations permit, the CTC shall provide reasonable time off with pay to an affected employee to attend employment interviews and other job selection process.

29.10 **Relocation**

- a) In cases where the CTC or any part of its operations is to be relocated, the CTC shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position or be treated as if they were in a lay off status with all of the benefits of this article when the position relocates.
- b) Following written notification, employees must indicate within a period of three months, their intention to move to the new location. If the employee's intention is not to move with the relocated position, the President, after having considered relevant factors, can either provide the employee with a guarantee of a reasonable job offer or access to the benefits of this article.
- c) Although the CTC will endeavour to respect employee location preferences, nothing precludes the CTC from offering the relocated position to employees in receipt of a guarantee of a reasonable job offer from the CTC, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location of preference area.
- d) Employees who accept a position at the new location will be reimbursed for all moving expenses in accordance with the

Article 30 Contracting Out

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

Article 31 illegal Strike

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

Article 32 Interpretation of Agreement

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

Article 33 Grievance and Arbitration Procedure

33.01 Purpose

The purpose of the grievance procedure is to ensure that the grievances arising out of the interpretation, application, administration or alleged contravention of this Agreement are dealt with in an orderly and expeditious manner.

33.02 Step 1

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

The employee(s) and the immediate supervisor will attempt to resolve

the matter within five (5) working days following the lodging of the complaint. Additional days can be used subject to mutual agreement.

33.03 Step 2

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

33.04 Step 3

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

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

33.05 Step 4

Should the matter not be resolved at Step 3, the Institute or the CTC may refer the grievance to arbitration by written notice to this effect to the other party within twenty (20) working days following the final reply at Step 3. The parties shall attempt to agree upon the name of the arbitrator, failing which the party seeking arbitration must request the Minister of Labour to appoint an arbitrator.

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

33.07 An employee shall be assisted and/or represented by the Institute when presenting a grievance at any level. The Institute shall have the

right to consult with the CTC with respect to a grievance at each level of the grievance procedure.

33.08 When an employee has been represented by the Institute in the presentation of his grievance, the CTC will provide the appropriate representative of the Institute with a copy of the CTC's decision at each level of the grievance procedure at the same time as the CTC's decision is conveyed to the employee.

33.09 **Time Limits**

The time limits outlined in the grievance and arbitration procedure may be extended by written agreement of the parties. Any employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond his control, he was unable to comply with the prescribed time limits.

33.10 **Cost of Arbitration**

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

33.11 **Group Grievance**

In the event that more than one (1) employee has the same grievance, and such employee would be entitled to file a grievance, the Institute shall be entitled to present a group grievance in writing, signed by such employees, to the CTC at Step 3, within twenty (20) working days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of these employees.

33.12 **Policy Grievance**

- (a) A policy grievance may be submitted in writing by the Institute or a representative of the CTC alleging a disagreement between the CTC and the Institute concerning the interpretation or the application of this Agreement, within twenty (20) working days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of these employees.
- (b) All policy grievances shall be presented in writing for the CTC by the Executive Director Human Resources and for the Institute by a duly appointed representative.

- (c) Following receipt of the grievance, unless otherwise agreed to by the parties to extend the time limits, the Institute or the CTC, as applicable, must hold a meeting to discuss the grievance within twenty (20) working days of the receipt of the grievance. The party receiving the grievance shall reply within ten (10) working days following the meeting. Following the response, should the matter not be resolved, the grieving party may refer the matter to arbitration, according to the procedures contained at Step 4.

Article 34 Staffing

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

Article 35 Standards of Discipline

- 35.01 Where written CTC standards of discipline are developed or amended, the CTC agrees to supply sufficient information on the standards of discipline to each employee and to the Institute.
- 35.02 Where an employee is required to attend a meeting on disciplinary matters the employee is entitled to have a representative of the Institute attend the meeting when the representative is readily available. Where practicable, the employee shall receive in writing a minimum of two (2) working days notice of such meeting.
- 35.03 When an employee is suspended from duty, the CTC shall notify the employee in writing of the reason for such suspension and shall notify the representative of the Institute. The CTC shall endeavour to give such notification at the time of suspension.
- 35.04 Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 35.05 The CTC agrees not to introduce as evidence in a hearing related to disciplinary action any document or written statement concerning the conduct of an employee unless that employee has been provided with

a copy of that document or statement within a reasonable period before the hearing.

Article 36 Labour Disputes

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

Article 37 Human Resources Policies and Directives

37.01 The CTC will consult with the Union in accordance with article 38 of **this** Agreement prior to amending the text of existing Human Resources policies or introducing new Human Resources policies.

Article 38 Joint Consultations

38.01 The parties acknowledge the mutual benefits to be derived from joint consultation and **will** consult meaningfully on matters of common interest.

38.02 The subjects that may be determined as appropriate for joint consultation will be **by** mutual agreement of the parties and shall include consultation regarding career development.

38.03 The Employer shall consult with representatives of the Institute about contemplated changes in conditions of employment or working conditions not governed **by** this Agreement.

Article 39 Harassment and Discrimination

39.01 The Institute and the CTC recognize the right of employees to work in an environment free from harassment and agree that harassment will not be tolerated in the work place.

39.02 Any level in the grievance procedure shall be waived if a person hearing the grievance **is** the subject of the complaint.

39.03 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, family status, marital status, mental or physical disability,

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Article 44 Part Time Employees

44.01 Definition

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

44.02 General

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

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

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

44.05 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.

44.06 Designated Holidays

A part-time employee shall not be paid for the designated holidays but shall, instead be paid a premium of four decimal two five per cent (4.25%) for all straight-time hours worked during the period of part-time employment.

) 44.07 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 10.01 of this Agreement, the employee shall be paid at time and one-half (1 ½) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by this Agreement and double (2T) thereafter.

44.08 Overtime

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

(b) In the case of a part-time employee **whose** hours **of** work are scheduled in **accordance** with clause 44.03 above, overtime means authorized work performed in excess **of** the part-time employee's daily scheduled hours *of* work, but does not include time worked on a holiday.

44.09 Subject to clauses 44.10 and 44.11 a part-time employee who is required to work overtime shall be paid overtime as specified in Article 7 of this Agreement.

44.10 Call-Back

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

44.11 Reporting Pay

Subject *to* clause 44.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with the reporting **pay** provision of this Agreement, and is entitled *to* receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four **(4)** hours **pay** at the straight-time rate of pay.

44.12 Bereavement Leave

Notwithstanding clause 44.02, there shall be no prorating of a "day" in clause 15.02, Bereavement Leave With Pay.

44.13 **Vacation Leave**

A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee's normal work week, at the rate for years of employment established in clause 13.02, Vacation Leave, prorated and calculated as follows:

- (a) when the entitlement *is* nine decimal three seven five (9.375) hours a month, .250 multiplied by the number of hours in the employee's work week per month;
- (b) when the entitlement is twelve decimal five (12.5) hours a month, .333 multiplied by the number of the hours in the employee's **work** week per month;
- (c) when the **entitlement** is thirteen decimal seven five (13.75) hours a month, .367 multiplied by the number of hours in the employee's work week per month;
- (d) when the entitlement is fourteen decimal three seven five (14.375) hours a month, .383 multiplied by the number of hours in the employee's work week per month;
- (e) when the entitlement is fifteen decimal six two five (15.625) hours a month, .417 multiplied by the number of hours in employee's work week per month;
- (f) when the entitlement *is* sixteen decimal eight seven five (16.875) hours a month, .450 multiplied by the number of hours in the employee's workweek per month;
- (g) when the entitlement is eighteen decimal seven five (18.75) hours a month, .500 multiplied by the number of hours in the employee's workweek per month;

44.14 **Sick Leave**

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

44.15 **Vacation and Sick Leave Administration**

- (a) For the purposes of administration of clauses 44.13 and 44.14 of this article, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

44.16 Severance Pay

Notwithstanding the provisions of Article 17, Severance Pay, where the period of continuous employment in respect of which severance benefit is to be paid consists of **both** full-time and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years **shall** be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

- 44.17
- (a) The weekly rate of pay referred to in the 44.16 shall be the weekly rate of pay to which **the** employee is entitled for the classification prescribed in his letter of appointment, immediately prior to his termination.
 - (b) Notwithstanding paragraph 44.17 (a), where an employee has been in an acting position for more than one ~~(1)~~ year at the time of severance, the rate of pay used to determine the employee's severance pay is the employee's acting rate of pay.

Article 45 Pay Administration

45.01 An employee is entitled to be paid for services rendered at:

- (a) the pay specified in Appendix "A" for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee's letter of appointment,

or

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

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

45.03 **Pay Administration**

When two (2) or more of the following actions occur on the same date, namely appointment, pay increment, pay revision, the employee's rate of pay shall be calculated in the following sequence:

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

45.04 **Rates of Pay**

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

- i
- (iv) in order for former employees, or in the case of death for the former employees' representatives, to receive payment in accordance with subparagraph (iii), the Employer shall notify by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment after which time any obligation upon the Employer to provide payment ceases;
 - (v) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at the lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;
 - (vi) no payment nor notification shall be made pursuant to clause 45.05 for one dollar (\$1.00) or less.

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

45.06 **Acting Pay**

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

Article 46 CTC Pension and Insurance Plans

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

- (a) CTC Pension Plan
- (b) Health Insurance
- (c) Dental Care
- (d) Basic Life Insurance
- (e) Basic AD&D insurance
- (f) Long Term Disability

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

Article 47 Duration

47.01 The duration of this collective agreement shall be from the date it is signed to June 21, 2007


Agreed to on July 4, 2005


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

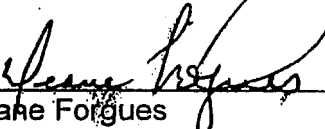
Agreed to this fourth day of July, 2005

For the Employer

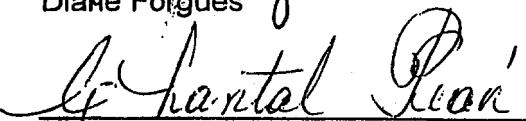
For the Union



Michele Mackenzie

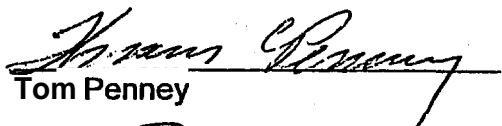

Gary Corbett


Diane Forques

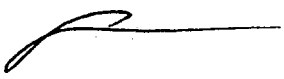
Jacques Duval

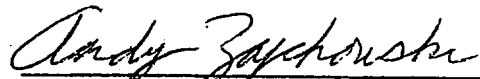

Chantal Péan

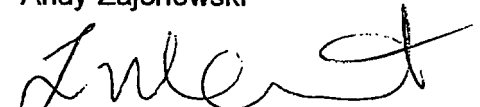

Frédérick Wallace

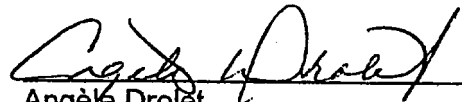

Tom Penney

Christian Lemyre


Steven Williams


Andy Zajchowski



Lydia M. S. McCourt


Angèle Drolet


Guy Despaulniers


Micheline De Bellefeuille


Irenka Farmilo


Sally Doherty

Missing

AS-07						
June 21/02	2002	71888	74621	77456	79780	82196
June 21/03	2003	73872	76681	79594	81982	84465
June 21/04	2004	75645	78521	81504	83949	86492
June 21/05	2005	77347	80288	83338	85838	88438
June 21/06	2006	79281	82295	85421	87984	90649

CR - CLERICAL AND REGULATORY GROUP ANNUAL RATES OF PAY (in dollars)

CR-02					
June 21/02	2002	29008	29677	30336	30999
June 21/03	2003	29809	30496	31173	31855
June 21/04	2004	30524	31228	31921	32619
June 21/05	2005	31211	31931	32640	33353
June 21/06	2006	31991	32729	33456	34187

CR-03					
June 21/02	2002	32901	33764	34626	35490
June 21/03	2003	33809	34696	35582	36470
June 21/04	2004	34620	35529	36436	37345
June 21/05	2005	35399	36328	37255	38185
June 21/06	2006	36284	37236	38187	39140

CR-04					
June 21/02	2002	36454	37421	38387	39349
June 21/03	2003	37460	38454	39446	40435
June 21/04	2004	38359	39377	40393	41405
June 21/05	2005	39222	40263	41302	42337
June 21/06	2006	40203	41269	42335	43396

CR-05					
June 21/02	2002	39840	40935	42038	43132
June 21/03	2003	40940	42065	43198	44322
June 21/04	2004	41922	43074	44235	45386
June 21/05	2005	42865	44044	45230	46407
June 21/06	2006	43937	45145	46361	47568

IS - INFORMATION SERVICES GROUP ANNUAL RATES OF PAY (in dollars)

IS-02				
June 21/02	2002	43863	45529	47260
June 21/03	2003	45074	46786	48564
June 21/04	2004	46155	47908	49730
June 21/05	2005	47194	48986	50849
June 21/06	2006	48374	50211	52120

IS-03				
June 21/02	2002	51358	53309	55495
June 21/03	2003	52775	54780	57027
June 21/04	2004	54042	56095	58395
June 21/05	2005	55258	57357	59709
June 21/06	2006	56639	58791	61202

IS-04				
June 21/02	2002	61312	63642	66287
June 21/03	2003	63004	65399	68117
June 21/04	2004	64516	66968	69751
June 21/05	2005	65968	68475	71321
June 21/06	2006	67617	70187	73104

IS-05				
June 21/02	2002	68294	70889	73675
June 21/03	2003	70179	72846	75708
June 21/04	2004	71863	74594	77525
June 21/05	2005	73480	76272	79270
June 21/06	2006	75317	78179	81251

IS46						
June 21/02	2002	71888	74621	77456	79780	82196
June 21/03	2003	73872	76681	79594	81982	84465
June 21/04	2004	75645	78521	81504	83949	86492
June 21/05	2005	77347	80288	83338	85838	88438
June 21/06	2006	79281	82295	85421	87984	90649

FI - FINANCIAL MANAGEMENT ANNUAL RATES OF PAY (in dollars)

FI-01										
Nov 7/02	2002	40913	42804	44697	46590	50375	52267	54158	56267	56267
Nov 7/03	2003	42038	43981	45926	47871	51760	53704	55647	57814	57814
Nov 7/04	2004	43047	45037	47028	49020	53003	54993	56983	59202	59202
Nov 7/05	2005	44016	46050	48087	50123	54195	56231	58265	60534	60534
Nov 7/06	2006	44703	46770	48838	50906	55042	57109	59175	61478	61478

FI-02								
Nov 7/02	2002	49802	52112	54422	56734	61357	63666	66234
Nov 7/03	2003	51172	53545	55919	58294	63044	65417	68055
Nov 7/04	2004	52400	54830	57261	59693	64557	66987	69689
Nov 7/05	2005	53579	56064	58549	61036	66010	68494	71257
Nov 7/06	2006	54416	56940	59464	61990	67041	69564	72370

FI-03								
Nov 7/02	2002	63017	65670	68325	70977	73631	76580	79643
Nov 7/03	2003	64750	67476	70204	72929	75656	78686	81833
Nov 7/04	2004	66304	69095	71889	74679	77472	80574	83797
Nov 7/05	2005	67796	70650	73506	76359	79215	82387	85683
Nov 7/06	2006	68855	71754	74655	77553	80452	83675	87021

FI-04								
Nov 7/02	2002	70378	73362	76352	79342	82331	85679	89075
Nov 7/03	2003	72313	75379	78452	81524	84595	88035	91525
Nov 7/04	2004	74049	77189	80335	83480	86625	90148	93721
Nov 7/05	2005	75715	78925	82142	85359	88574	92176	95830
Nov 7/06	2006	76898	80159	83426	86693	89958	93617	97327

CS - COMPUTER SYSTEM GROUP ANNUAL RATES OF PAY (in dollars)

CS-01									
June 22/02	2002	42410	44009	45606	47194	48780	50366	51952	
June 22/03	2003	43576	45219	46860	48492	50121	51751	53381	
June 22/04	2004	44622	46305	47985	49656	51324	52993	54662	
June 22/05	2005	45626	47346	49064	50773	52479	54185	55892	
June 22/06	2006	46767	48530	50291	52042	53791	55540	57289	
CS-02									
June 22/02	2002	52697	54408	56121	57834	59546	61259	62971	
June 22/03	2003	54146	55904	57664	59424	61184	62944	64703	
June 22/04	2004	55446	57246	59048	60851	62652	64454	66256	
June 22/05	2005	56693	58534	60377	62220	64062	65904	67746	
June 22/06	2006	58111	59997	61886	63775	65663	67552	69440	
CS-03									
June 22/02	2002	62353	64528	66705	68882	71058	73235	75410	
June 22/03	2003	64068	66303	68539	70776	73012	75249	77484	
June 22/04	2004	65605	67894	70184	72475	74764	77055	79343	
June 22/05	2005	67081	69421	71763	74106	76447	78789	81129	
June 22/06	2006	68758	71157	73558	75958	78358	80758	83157	
CS-04									
June 22/02	2002	71515	74011	76504	78998	81493	83987	86483	
June 22/03	2003	73482	76046	78608	81170	83734	86297	88861	
June 22/04	2004	75245	77871	80494	83119	85744	88368	90994	
June 22/05	2005	76938	79624	82306	84989	87673	90356	93041	
June 22/06	2006	78862	81614	84363	87113	89865	92615	95367	
CS-05									
June 22/02	2002	82467	85573	88676	91784	94891	97997	101103	104209
June 22/03	2003	84735	87926	91115	94308	97501	100692	103883	107075
June 22/04	2004	86768	90036	93301	96571	99841	103109	106377	109645
June 22/05	2005	88721	92062	95401	98744	102087	105428	108770	112112
June 22/06	2006	90939	94364	97786	101213	104639	108064	111489	114914

COMMERCE (CO) ANNUAL RATES OF PAY (in dollars)

CO-01								
June 21/02	2002	41321	43273	45222	47178	49119	51077	54975
June 21/03	2003	42457	44463	46466	48475	50470	52482	56487
June 21/04	2004	43476	45530	47581	49639	51681	53741	57842
June 21/05	2005	44455	46555	48651	50756	52844	54950	59144
June 21/06	2006	45566	47718	49868	52025	54165	56324	60623

CO-02										
June 21/02	2002	53865	56673	59477	62286	65086	70694	73507	76311	76311
June 21/03	2003	55346	58232	61113	63999	66876	72638	75528	78410	78410
June 21/04	2004	56675	59629	62579	65535	68481	74381	77341	80291	80291
June 21/05	2005	57950	60971	63987	67009	70022	76055	79081	82098	82098
June 21/06	2006	59399	62495	65587	68685	71772	77956	81058	84150	84150

CO-03										
June 21/02	2002	66020	69145	72268	75390	78512	81634	84571		
June 21/03	2003	67836	71046	74255	77463	80671	83879	86897		
June 21/04	2004	69464	72752	76037	79322	82607	85892	88982		
June 21/05	2005	71027	74389	77748	81107	84466	87825	90984		
June 21/06	2006	72802	76248	79692	83135	86577	90020	93259		

CO-04									
June 21/02	2002	75376	78790	82166	85343	88516	91689		
June 21/03	2003	77449	80957	84426	87690	90950	94210		
June 21/04	2004	79308	82900	86452	89794	93133	96471		
June 21/05	2005	81092	84765	88397	91815	95228	98642		
June 21/06	2006	83119	86884	90607	94110	97609	101108		

PURCHASING AND SUPPLY ANNUAL RATES OF PAY (in dollars)

PG-01								
June 21/02	2002	31755	33372	35001	36628	38257	39887	41514
June 21/03	2003	32628	34290	35964	37635	39309	40984	42656
June 21/04	2004	33411	35113	36827	38539	40252	41968	43679
June 21/05	2005	34163	35903	37655	39406	41158	42912	44662
June 21/06	2006	35017	36800	38597	40391	42187	43985	45779

PG-02					
June 21/02	2002	41709	43560	45419	47269
June 21/03	2003	42856	44758	46668	48569
June 21/04	2004	43885	45832	47788	49735
June 21/05	2005	44872	46863	48863	50854
June 21/06	2006	45994	48035	50085	52125

PG-03					
June 21/02	2002	46418	48497	50567	52632
June 21/03	2003	47694	49831	51958	54079
June 21/04	2004	48839	51027	53205	55377
June 21/05	2005	49938	52175	54402	56623
June 21/06	2006	51186	53479	55762	58039

PG-04					
June 21/02	2002	55075	57531	59996	62464
June 21/03	2003	56590	59113	61646	64182
June 21/04	2004	57948	60532	63125	65722
June 21/05	2005	59252	61894	64546	67201
June 21/06	2006	60733	63441	66159	68881

PG-05

June 21/02	2002	64809	67722	70629	73351
June 21/03	2003	66591	69584	72571	75368
June 21/04	2004	68189	71254	74313	77177
June 21/05	2005	69724	72858	75985	78913
June 21/06	2006	71467	74679	77885	80886

PG-06

June 21/02	2002	73108	74596	75977	77355	78736	80106	81481
June 21/03	2003	75118	76647	78066	79482	80901	82309	83722
June 21/04	2004	76921	78487	79940	81390	82843	84284	85731
June 21/05	2005	78652	80253	81739	83221	84707	86181	87660
June 21/06	2006	80618	82259	83782	85302	86825	88335	89851

GT- GENERAL TECHNICAL GROUP ANNUAL RATES OF PAY (in dollars)**GT-01**

June 22/02	2002	33064	33975	34885	35790	37221
June 22/03	2003	33973	34909	35844	36774	38245
June 22/04	2004	34789	35747	36705	37657	39162
June 22/05	2005	35571	36551	37530	38504	40044
June 22/06	2006	36461	37465	38469	39467	41045

GT-02

June 22/02	2002	37919	39018	40116	41214	42862
June 22/03	2003	38962	40091	41219	42347	44041
June 22/04	2004	39897	41053	42208	43364	45098
June 22/05	2005	40795	41977	43158	44339	46112
June 22/06	2006	41814	43026	44237	45448	47265

GT-03

June 22/02	2002	42405	43677	44959	46234	48083
June 22/03	2003	43571	44878	46195	47505	49405
June 22/04	2004	44617	45955	47304	48646	50591
June 22/05	2005	45621	46989	48368	49740	51729
June 22/06	2006	46761	48164	49578	50984	53023

GT-04

June 22/02	2002	47778	49259	50746	52232	54323
June 22/03	2003	49092	50614	52142	53668	55817
June 22/04	2004	50270	51828	53393	54956	57156
June 22/05	2005	51401	52994	54594	56193	58443
June 22/06	2006	52686	54319	55959	57598	59904

GT-05

June 22/02	2002	53627	55270	56921	58629	60974
June 22/03	2003	55102	56790	58486	60241	62651
June 22/04	2004	56424	58153	59890	61687	64154
June 22/05	2005	57694	59461	61238	63075	65598
June 22/06	2006	59136	60948	62768	64652	67238

EC- ECONOMICS AND SOCIAL SCIENCE SERVICES ANNUAL RATES OF PAY (in dollars)

ES-01						
June 22/02	2002	37744	39066	40433	41849	43901
June 22/03	2003	38782	40140	41545	43000	45108
June 22/04	2004	39713	41104	42542	44032	46191
June 22/05	2005	40606	42029	43499	45023	47230
June 22/06	2006	41621	43079	44587	46148	48411
ES-02						
June 22/02	2002	42655	43706	44766	46333	48439
June 22/03	2003	43828	44908	45997	47607	49771
June 22/04	2004	44880	45986	47101	48750	50966
June 22/05	2005	45890	47020	48161	49847	52112
June 22/06	2006	47037	48196	49365	51093	53415
ES-03						
June 22/02	2002	50220	52111	53867	55757	58295
June 22/03	2003	51601	53544	55348	57290	59898
June 22/04	2004	52839	54829	56677	58665	61336
June 22/05	2005	54028	56063	57952	59985	62716
June 22/06	2006	55379	57464	59401	61485	64284
ES-04						
June 22/02	2002	60096	62303	64206	66304	69321
June 22/03	2003	61749	64016	65972	68127	71227
June 22/04	2004	63231	65553	67555	69762	72937
June 22/05	2005	64653	67028	69075	71332	74578
June 22/06	2006	66270	68703	70802	73115	76442
ES-05						
June 22/02	2002	68291	70392	72858	75478	78913
June 22/03	2003	70169	72328	74862	77554	81083
June 22/04	2004	71853	74064	76658	79415	83029
June 22/05	2005	73470	75730	78383	81202	84897
June 22/06	2006	75306	77623	80343	83232	87020
ES-06						
June 22/02	2002	76801	79533	81933	84418	88259
June 22/03	2003	78913	81720	84186	86739	90686
June 22/04	2004	80807	83681	86207	88821	92863
June 22/05	2005	82625	85564	88146	90820	94952
June 22/06	2006	84691	87703	90350	93090	97326
ES-07						
June 22/02	2002	84050	86467	88863	91377	95535
June 22/03	2003	86361	88845	91307	93890	98162
June 22/04	2004	88434	90977	93498	96143	100518
June 22/05	2005	90424	93024	95602	98306	102780
June 22/06	2006	92684	95350	97992	100764	105349

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ES-08

June 22/02	2002	88332	to	102243
June 22/03	2003	90761	to	105055
June 22/04	2004	92939	to	107576
June 22/05	2005	95031	to	109996
June 22/06	2006	97406	to	112746

Pay Increments

(1) (a) The pay increment period is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.

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

(c) Notwithstanding (b) above, the following employees hired by the CTC after January 2, 2001 will have their period of uninterrupted service in the Public Service and at the CTC recognized for the purpose of determining the anniversary date for pay increments:

Jeanine Bazinet
Lyne Ducharme
Christopher Philips
Normand LeVoguer

(2) The pay increment period for employees paid in the ES level 8 is twelve (12) months, and the pay increase shall be to a rate of pay which is 4.5% higher than the employee's former rate of pay, provided the maximum of the range is not exceeded.

Adjustments to Rates of Pay

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

(4) An employee being paid in the ES level 8 scale of rates shall, on the relevant effective dates of adjustments to rates of pay, be paid in the (A) scale of rates of pay at a rate which is *two* point seventy five per cent (2.75%) higher than the employee's former rate of pay, in the (B) scale of rates of pay at a rate which is two point four per cent **(2.4%)** higher than the employee's former rate of pay and in the (C) scales of rates of pay, at a rate which is **two** point ~~two~~ five percent (2.25%) higher than the employee's rate of pay, and in the (D) scale of rates of pay at a rate which is *two* point five per cent (2.5%) higher than the employee's former rate of pay rounded to the nearest multiple of **two** hundred and fifty dollars (\$250).

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

APPENDIX B

**LETTER OF AGREEMENT
BETWEEN THE
CANADIAN TOURISM COMMISSION
(HEREINAFTER CALLED THE EMPLOYER)
AND
THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF CANADA
(HEREINAFTER CALLED THE INSTITUTE)
IN RESPECT OF
THE CS TERMINABLE ALLOWANCE**

Application

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

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

TERMINABLE ALLOWANCE	
	Monthly Payments in respect of June 2005 to June 2007
CS-1	\$139
CS-2	\$176
ICs-3	\$212
CS-4	\$248



Missing

APPENDIX D

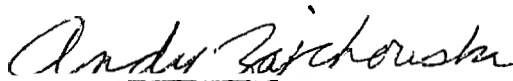
LETTER OF AGREEMENT
BETWEEN THE
CANADIAN TOURISM COMMISSION
(HEREINAFTER CALLED THE EMPLOYER)
AND
THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF CANADA
(HEREINAFTER CALLED THE INSTITUTE)
IN RESPECT TO JOINT CONSULTATION REGARDING THE
IMPLEMENTATION OF A PERFORMANCE PAY PLAN

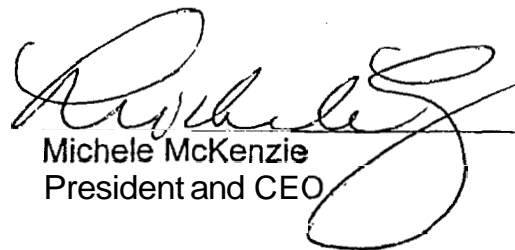
The employer and the union agree to establish a joint committee made up of an equal number of representatives from each party for the purpose of looking at the concept of performance pay for the employees of the Employer. The joint committee shall report their findings to the parties prior to the commencement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

Agreed on

Date

July 4, 2005


Andy Zajchowski
PIPSC Chief Negotiator


Michele McKenzie
President and CEO

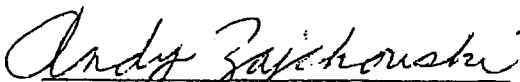
APPENDIX E
LETTER OF AGREEMENT
BETWEEN THE
CANADIAN TOURISM COMMISSION
(HEREINAFTER CALLED THE EMPLOYER)
AND
THE PROFESSIONAL INSTITUTE
OF THE PUBLIC SERVICE OF CANADA
(HEREINAFTER CALLED THE INSTITUTE)
IN RESPECT TO RECOGNITION OF UNINTERRUPTED SERVICE IN THE
PUBLIC SERVICE

Notwithstanding the definition of "continuous employment " at paragraph 2.01 (c) and the application of article 29, the following employees hired by the CTC after January 2, 2001 will have their period of uninterrupted service in the Public Service and at the CTC recognized for the purpose of calculating their severance pay entitlements and the benefits of article 29 of this Collective Agreement:

Jeanine Bazinet
Lyne Ducharme
Christopher Philips.
Normand LeVoguer

Agreed on

July 4, 2005
Date


Andy Zajchowski
PIPSC Chief Negotiator


Michele McKenzie
President and CEO