

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CANADIAN MILITARY COLLEGES FACULTY ASSOCIATION (CMCFA)
AND
THE TREASURY BOARD SECRETARIAT OF CANADA (TBS)
WITH RESPECT TO
SABBATICAL LEAVE – COVID-19**

1. General Provisions

This Memorandum of Agreement (MOA) is made without prejudice and without precedent to the interpretation or application of the Collective Agreement between the Treasury Board (the Employer) and the Canadian Military Colleges Faculty Association (CMCFA) for the University Teaching (UT) Group having an expiry date of June 30, 2022 (the CA), or any other agreements between the Parties, or to any similar dispute between the Parties.

2. Temporary changes to the administration of sabbatical leave

The parties have consulted with respect to Article 18, which governs sabbatical leave for employees covered by the UT Collective Agreement.

Given the uncertainty that exists due to the COVID-19 pandemic, the parties agree to the following temporary measures:

- A. Notwithstanding the normal application of CA 18.04(c), UTs who were on sabbatical leave during the Winter 2020 semester will be permitted to apply for a subsequent period of sabbatical leave as follows:
 - i. For a twelve (12) month sabbatical leave, after five and one-half (5.5) years instead of six (6) years of continuous service as a UT following the end of their current sabbatical leave;
 - ii. For a six (6) month sabbatical leave, after two and one-half (2.5) years instead of three (3) years of continuous service as a UT following the end of their current sabbatical leave.
- B. Notwithstanding the normal application of CA 18.06, the subsequent sabbatical leave period of twelve (12) month duration for UTs who were on sabbatical leave during the Winter 2020 semester may be taken from July 1 to June 30 or from January 1 to December 31.
- C. Notwithstanding CA 18.09(b), for those UTs who were on sabbatical leave during the Winter 2020 semester, the completion periods listed at CA 18.09(b) shall be adjusted to five and one-half (5.5) instead of six (6) years of intervening service, and to two and one-half (2.5) instead of three (3) years of intervening service.
- D. Any delay in sabbatical leaves approved for UTs in the 2020-2021 academic year related to the COVID-19 pandemic will be deemed to have been deferred by the Employer and such deferral

shall be counted as service to be credited towards an application for a subsequent sabbatical leave as per CA 18.14(a).

3. Procedures for implementation and review

- A. This agreement is effective for the duration of the 2020-2021 academic year, ending on June 30, 2021.
- B. The parties agree that this MOA may be extended by mutual consent depending on the duration of the pandemic and that either party may seek to renegotiate or may cancel this MOA with 30 days' written notice to the other party.

Signed electronically by Allison Shatford, Negotiator on June 11, 2020

Allison Shatford
FOR THE EMPLOYER

Signed electronically by Dr. Harry J. Kowal PhD, RMC Principal on June 11, 2020

Harry Kowal
FOR THE EMPLOYER

Signed electronically by Dr. Jean-Marc Noel PhD, President for the CMCF A on June 11, 2020

Jean-Marc Noel
FOR THE UNION