

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CANADIAN MILITARY COLLEGES FACULTY ASSOCIATION (CMCFA)
AND
THE TREASURY BOARD SECRETARIAT OF CANADA (TBS)
WITH RESPECT TO
VACATION LEAVE SCHEDULING AND CARRY-OVER – 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 vacation leave

The parties have consulted with respect to Article 17.05 which governs vacation leave scheduling, carry-over and liquidation for employees covered by the UT Collective Agreement.

The parties agree that vacation leave plays an important role in supporting a healthy work/life balance and that employees are encouraged to take their earned and banked vacation leave. Vacation leave will be taken at such time as the Employer specifies.

Given the uncertainty that exists due to the COVID-19 pandemic, the parties agree to temporarily suspend the following clauses under Article 17.05 until March 31, 2021:

- A. Suspending the following portion of the provisions of CA 17.05(a):

17.05(a) UTs are expected to take all their vacation leave during the vacation year in which it is earned.

Nevertheless, the COVID-19 crisis makes it more important than ever for employees to take time away from work and therefore a minimum of 90 hours (12 days) shall be taken by UTs in this fiscal year.

- B. Suspending the following portion of the provisions of CA 17.05(b)(i): “*up to a maximum of three hundred (300) hours*”. The rest of the provisions of CA 17.05(b)(i) will still apply:

17.05(b) Carry-over

- i. *Where in any vacation year a UT is unable to take all of the vacation leave credited to the UT, the unused portion of the UT’s vacation leave credits, ~~up to a maximum of three hundred (300) hours~~, shall be carried over into the following vacation year.*

- C. Suspending the provisions of CA 17.05(b)(ii) in its entirety:

17.05(b) Carry-over

- ii. *Notwithstanding paragraph (i) above, if on the date of signing of this Agreement or on the date a UT becomes subject to this Agreement, a UT has more than three hundred (300) hours of unused vacation leave credits earned during previous years, a minimum of thirty-seven decimal five (37.5) hours credit per year, in addition to the employee's annual vacation leave entitlement, shall be used by March 31 of each year, until all vacation leave credits in excess of three hundred (300) hours have been liquidated.*

3. Procedures for implementation and review

- A. The parties agree that notwithstanding the above, employees who wish to submit vacation leave requests for the current fiscal year (2020/2021) may do so in accordance with regular protocols and the Employer will make every effort to respond within a reasonable timeframe.
- 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 CMCFA on June 11, 2020

Jean-Marc Noel

FOR THE UNION