

ARTICLE 15

ANNUAL VACATIONS

15.01 Vacation

Except as otherwise provided in this Agreement, the provisions of this Section will apply to all bargaining unit employees.

- (a) An employee may take vacation leave throughout the vacation year equal to the vacation entitlements available to the employee under Article 15.03. The 2016 Vacation Year is defined as April 1, 2016 to December 31, 2016. Starting on January 1, 2017, the vacation year is defined as the fifty-two (52) week period from January 1st to December 31st.
- (b) For the 2016 Vacation Year, the Parties will follow the Memorandum of Agreement respecting the Transition to a New Vacation Year. Starting for the 2017 Vacation year, except as noted in subsection (c) below:
 - (i) Employees will indicate when they wish to schedule their vacation and whether they wish to carry over any of their vacation entitlement into the next vacation year in accordance with Article 15.10 and Article 15.12 of the Agreement by November 20th.
 - (ii) Employees who fail to indicate their vacation preference by November 20th will forfeit their vacation leave preferential selection rights. Any vacation leave sought after November 20th will be in accordance with Article 15.12(h) to Article 15.12(j).
- (c) A vacation schedule will be prepared and posted for the upcoming vacation year as soon as possible after the November 20th submission date and no later than December 10th.
- (d) Vacation credits will accrue to the employee during the period between July 1st of the previous calendar year and June 30th of the current calendar year. Any fraction of a day's credit will be treated as a whole day.

15.02 Minimum 3 Month Service

An employee may not take any vacation leave until she/he has completed three (3) months service.

15.03 Vacation Entitlement

Vacation entitlements for all regular employees shall be as follows:

- (a) In the calendar year in which the employee's first (1st) to seventh (7th) anniversary of service occurs:
 - 15 days in each calendar year for employees who work a five-day work week.
 - 14 days in each calendar year for employees who work a nine-day fortnight.
 - 9 days in each calendar year for employees who work three (3) consecutive days per week in accordance with Article 12.02.
- (b) In the calendar year in which the employee's eighth (8th) to sixteenth (16th) anniversary of service occurs:
 - 20 days in each calendar year for employees who work a five-day work week.
 - 18 days in each calendar year for employees who work a nine-day fortnight.
 - 12 days in each calendar year for employees who work three (3) consecutive days per week in accordance with Article 12.02.
- (c) In the calendar year in which the employee's seventeenth (17th) to twenty-fourth (24th) anniversary of service occurs:
 - 25 days in each calendar year for employees who work a five-day work week.
 - 23 days in each calendar year for employees who work a nine-day fortnight.

- 15 days in each calendar year for employees who work three (3) consecutive days per week in accordance with Article 12.02.
- (d) In the calendar year in which the employee's twenty-fifth (25th) to twenty-ninth (29) anniversary of service occurs:
- 30 days in each calendar year for employees who work a five-day work week.
 - 27 days in each calendar year for employees who work a nine-day fortnight.
 - 18 days in each calendar year for employees who work three (3) consecutive days per week in accordance with Article 12.02.
- (e) In the calendar year in which the employee's thirtieth (30th) anniversary of service occurs, and in each calendar year thereafter:
- 35 days in each calendar year for employees who work a five-day work week
 - 32 days in each calendar year for employees who work a nine-day fortnight.
 - 21 days in each calendar year for employees who work three (3) consecutive days per week in accordance with Article 12.02.

15.04 Minimum and Continuous Periods

A minimum of 50% of an employee's base vacation entitlement will be taken per year, of which at least one (1) week (where applicable) will be taken as a continuous period.

15.05 Pay Out Upon Termination

- (a) Upon termination, regular employees will be paid out for any unused portion of vacation entitlements on the basis of days earned in accordance with Article 15.03. Employees who terminate between July 1 and December 31 will be paid out on the basis of days accrued in accordance with their entitlement for the current calendar year. Any fraction of a day's credit will be treated as a whole day.
- (b) Employees who have taken vacation and were paid their full vacation credits and terminate before reaching their anniversary date for which they were allowed vacation credits, will have deducted from their final pay the difference from vacation monies received and their entitlement in accordance with this Article.

15.06 Pay for Full Time Temporary Employees

A full-time temporary employee will be paid 10.8% of her/his gross earnings with each pay period in lieu of annual vacation and general holiday leave.

15.07 Pay In Advance

An employee can draw vacation pay in advance of her/his vacation leave by submitting a written request for receipt not less than three (3) weeks in advance of the vacation period to the Time Accounting Coordinator.

15.08 Paid Holidays Falling Within the Vacation Period

Employees will receive an extra day's vacation with pay for any of the paid holidays listed in Article 16, which fall within the paid vacation period.

15.09 Disruption of Vacation Due to Illness and Bereavement

- (a) An employee whose vacation leave is seriously disrupted by an illness or injury incurred after her/his vacation has begun may be entitled to reschedule or extend her/his vacation for the period of disability (but not to exceed the amount of scheduled vacation) providing that the nature and period of the disability is substantiated by a doctor's certificate and provided that the entitlement to and timing of the rescheduled or extended vacation leave is first agreed with the employee's manager. Employees are advised to notify the manager immediately, where possible, of the illness or injury causing the disruption of vacation leave. Rescheduled or extended vacation leave under this Article will not take precedence over another employee's vacation leave.
- (b) An employee who becomes entitled to bereavement leave pursuant to Article 19.01 immediately prior to her/his scheduled vacation (such as to overlap with her/his vacation) may reschedule that portion of the vacation time which runs concurrently with the bereavement leave. Such rescheduled vacation will be subject to essential departmental requirements.

15.10 Vacation Carry Over

- (a) Except as noted in (b) below, an employee may carry over up to 50% of her/his current year (base) vacation entitlement from one calendar year to the next. Such carry over may not be accumulated or accrued from year to year. For example, an employee's total vacation entitlement in a given year cannot exceed the sum of her/his current year (base) entitlement plus 50% of her/his previous year's base entitlement. At the end of a calendar year, any unused vacation credits which exceed 50% of an employee's current year base entitlement will be paid out to the employee.
- (b) An employee may contribute the cash equivalent of any unused vacation entitlement to her/his deferred salary plan in December of each year. The amount contributed may not result in deferred income plan contributions in excess of the maximum annual amount allowable under the plan.

15.11 Vacation Pay while Relieving on Higher Grouped Job

- (a) An employee relieving on a higher grouped job at the time she/he goes on vacation will be paid at the higher rate during her/his vacation provided the vacation is both preceded and followed by working time on the higher job and provided also that there is a minimum of twenty (20) working days at the higher level.
- (b) If an employee is required to postpone her/his annual vacation in order to relieve on a higher level job for an uninterrupted period of not less than twenty (20) working days, she/he shall nevertheless qualify for vacation pay at the higher rate as set out in (a) above.

15.12 Vacation Scheduling

- (a) Scheduling of vacations shall be subject to departmental requirements.
- (b) Employees will indicate their preference for vacation periods on the basis of seniority within the department and the employee's preferences will not be unreasonably denied.
- (c) Vacation selection bid forms will be issued no later than October 20th of each year for the vacation period of January 1st to December 31st.
- (d) Vacation selection preferences will be submitted no later than November 20th.
- (e) It is the intent of this Article that seniority preferences be exercised amongst employees who are performing work on the same job level or pay grade, or within a work unit of a department, whenever possible.
- (f) Employees who transfer to a department after vacation periods are scheduled will be placed at the bottom of the seniority list and will not exercise their seniority rights until the scheduling of the following vacation year, except where vacation periods become available as provided in Article 15.12(h).
- (g) Where employees chose to break their vacation into two or more periods, no employee's second choice, etc., will take preference over a junior employee's first choice, etc.
- (h) Vacation periods that become available after the closing of the vacation scheduling sign-up date under Article 15.12(d), will be posted in the department.
- (i) Vacation selection preferences under paragraph 15.12(h) shall be granted on the basis of departmental requirements and seniority.
- (j) Unless otherwise agreed to by the manager, vacation selections under Article 15.12(h) and Article 15.12(i) will require the selection to be made two weeks in advance of the vacation period being requested.
- (k) Where an employee's proposed vacation falls into the first week of the New Year, the intent is to treat that first week as part of the previous Vacation Year for scheduling purposes only.

15.13 Accrual of Vacation Credits while on Leave

- (a) Employees who are on sick leave, long term disability, or in receipt of Workers' Compensation illness or injury benefits, or a combination of the above, will accrue vacation credits for the period of absence up to a maximum of four (4) continuous months providing the employee returns to work.

- (b) Employees who are on approved maternity leave or parental leave will accrue vacation credits throughout the period of approved leave providing the employee returns to work.
- (c) Employees on authorized absences other than those covered by paragraphs (a) or (b) preceding will accrue vacation credits for the period of absence up to a maximum of two (2) continuous months providing the employee returns to work.