



**BARGAINING PROPOSALS OF
THE PUBLIC SERVICE ALLIANCE OF CANADA**

on behalf of

**THE PROPERTY MANAGEMENT, PARKING SERVICES, AND
SECURITY OFFICERS GROUP**

presented to

THE NATIONAL ARTS CENTRE CORPORATION

2012

INTRODUCTION

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations for the Property Management, Parking Services and Security Officers Group at the National Arts Centre. These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The Public Service Alliance of Canada reserves the right to introduce, amend, withdraw its demands or to introduce counter proposals to the Employer's demands.

The Union requests of the Employer disclosure of any plans for changes at the Corporation's administrative or workplace level that may affect this round of negotiations, and reserves the right to make additional proposals after receiving this information.

If neither party has a proposal on a specific clause or article, that clause or article shall be renewed.

ARTICLE 5
ALLIANCE ACTIVITY, STEWARDS AND COMMITTEE

- 5.03** a) The Employer agrees to provide Local No. 70291 ~~with local on its premises in a convenient location~~ **an office on NAC premises, in a convenient location, with appropriate furniture and technology.**
- b) The Employer agrees to introduce newly hired employees who are members of the bargaining unit to the President of Local 70291 or his/her alternate as soon as possible after the hiring date. The Employer will introduce during the life of the collective agreement an orientation program for new employees. The Employer will engage in meaningful consultation with the Alliance concerning its participation and involvement in the program.
- 5.08** The employer shall provide the local President or her/his designate with **two (2) days paid leave per week to engage in the business of the Alliance.**

ARTICLE 11
DISCIPLINE

~~11.02 The Corporation at its discretion may discipline an employee for just cause.~~
No employee shall be disciplined without just cause. Any claim by an employee that they have been disciplined without just cause shall be proper subject matter of a grievance and may be dealt with accordingly.

No disciplinary action shall be taken by the Employer later than five (5) days from the date of the occurrence of the circumstances giving rise to the discipline or within five (5) days of the date the Employer could reasonably become aware of the circumstances giving rise to the discipline.

11.05 Applicable to Group A Employees:

- a) Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after ~~eighteen (18)~~ **twelve (12)** months have elapsed since the disciplinary action was taken provided no further disciplinary action has been recorded during this period.
- b) The Employer agrees not to introduce in evidence, in a hearing relating to disciplinary action, any document from the file of an employee of which the employee was not aware at the time of filing or within a reasonable time later and which the employee has not had the opportunity to examine before the hearing.

11.06 Applicable to Group B Employees:

When an unsatisfactory report is placed on an employee's file, the employee concerned must be given an opportunity to sign the report in question to indicate that its contents have been read. Reports relating to an offence which appears in the file of an employee will be removed from the employee's file and destroyed after a period of ~~eighteen (18)~~ **twelve (12)** months from the date of the offence. The incidents giving rise to the said reports shall in no way be referred to or considered thereafter.

ARTICLE 12
LAY-OFF AND RECALL

12.01 Applicable to Group A Employees:

- a) The Corporation shall make every reasonable effort not to lay-off employees during the term of this Agreement. However, in the event that a lay-off of employees becomes necessary, the lay-off shall be carried out in such a manner as to maintain an efficient work force.
- b) Employees shall be laid-off in the reverse order of seniority within a work discipline area provided that the employees retained to perform the work available are qualified and capable to perform that work.
- c) Recall after lay-off shall be in order of seniority within a work discipline area provided the employee to be recalled is qualified and capable to perform the work available.
- d) The Corporation shall give employees who are to be laid-off as much advance notice as possible and in no case less than six (6) weeks or payment in lieu of six (6) weeks' notice.
- e) During the period of notice, employees shall be granted reasonable time off with pay to seek other employment and the Corporation will make all reasonable effort to place the employees in other positions within the Corporation.
- f) Employees concerned shall be considered on a priority basis, for any new or vacant positions, if qualified **or with training provided, they become qualified within a reasonable amount of time.**
- g) If an employee is laid-off and is not recalled to work within one (1) year that employee ceases to be an employee.
- h) The Corporation agrees to consult with the Alliance prior to effecting a lay-off for the purposes of trying to minimize the adverse effects on employees.

12.02 Applicable to Group B Employees:

- a) In the event that a lay-off of employees becomes necessary, the lay-off shall be carried out in such a manner as to maintain an efficient work force. Employees shall be laid-off in the reverse order of their seniority in Group B, provided that the employees retained to perform the work available during a lay-off shall be the employees who are competent and willing to perform the work required. When competence and willingness are equal in the judgement of the Corporation, seniority in Group B shall govern.
- b) Recall after lay-off shall be in order of seniority in Group B.
- c) ~~The Corporation undertakes to give continuing employees who are to be laid off as much advance notice as possible and in no case less than one (1) month.~~

The Corporation shall give employees who are to be laid-off as much advance notice as possible and in no case less than six (6) weeks or payment in lieu of six (6) weeks' notice.

- d) During the period of notice the employee shall be granted reasonable time off with pay to seek other employment and the Corporation will make all reasonable effort to place the employee in other positions within the Corporation.
- e) Article 12.02 d) shall not apply in the case of temporary lay-offs of three (3) months or less.
- f) **If an employee is laid-off and is not recalled to work within one (1) year that employee ceases to be an employee.**

ARTICLE 13
TECHNOLOGICAL CHANGE

13.01 **Applicable to Group A and Group B Employees:**

“Technological change” means:

- a) the introduction by the Corporation into its work, undertaking or business, of equipment or material of a different nature or kind than that previously utilized by the Corporation in the operation of the work, undertaking or business; and
- b) a change in the manner in which the Corporation carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.
- c) **Where technological change is to be implemented the Corporation will seek ways and means of minimizing adverse effects on employees which might result from such changes.**
- d) When the Corporation proposes to effect a technological change that is likely to affect the terms and conditions or security of employment of a significant number of employees, the Corporation shall give **as much advance notice as is practicable** ~~notice of the technological change to the Alliance at least~~ **but not less than** one hundred and ~~twenty (120)~~ **eighty (180)** days prior to the date on which the change is to be effected.
- e) The notice shall be in writing and shall state:
 - i) the nature of the technological change;
 - ii) the date on which the Corporation proposes to effect the technological change;
 - iii) the approximate number and type of employees likely to be affected by the technological change;
 - iv) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected; and
 - v) such other information as required by federal regulations made pursuant to Subsection 52(3) of the Canada Labour Code.

- f) The Corporation agrees to update the information provided as new and significant developments and modifications arise.
- g) If after the Corporation has given notice to the Alliance of a technological change the Alliance indicates in writing that it wishes to **hold meaningful consultation** ~~consult~~ with the Corporation for the purpose of trying to minimize the adverse effects on the employees, the Corporation agrees to meet within fifteen (15) working days of the receipt of such notice.
- h)
 - i) In order to maximize employment security for employees affected by technological change the Corporation agrees to **meaningfully** consult with the Public Service Alliance of Canada and the employees involved.
 - ii) The parties shall consider individual programmes, determining the period of training and the level of competency required, for retraining employees for their jobs or other jobs within the Corporation.
 - iii) Employees who agree to a retraining programme shall retain their full pay and seniority during the retraining period.

~~13.02 **Applicable to Group B Employees:** The provision of the Canada Labour Code apply to Group B employees.~~

ARTICLE 14
SENIORITY

14.01 Applicable to Group A Employees:

- a) Full-time continuing employees shall acquire or be entitled to exercise seniority rights from commencement of employment at the Corporation as a full-time employee. **Seniority shall be used in determining preference or priority for promotions, lay-offs, recalls, shift work and vacation periods**
- b) Part-time employees shall acquire or be entitled to exercise seniority rights after they have worked two hundred (200) hours for the Corporation after which seniority shall count from the starting date of such period. **Seniority shall be used in determining preference or priority for promotions, lay-offs, recalls, shift work and vacation periods.**
- (j) **Seniority shall be used for the distribution of “cashes” to the part-time employees.**
- (k) **If there are no volunteers, reverse order of seniority shall determine which employee shall be required to work late.**

14.02 Applicable to Group B Employees:

- b) Continuing full-time employees hired into Group B are considered to be probationary employees for the first ninety (90) days. This initial probationary period may be extended by thirty (30) days. Probationary employees shall have no seniority rights under this Agreement and may be discharged by the Corporation at its discretion during that period, **provided such a discharge is not arbitrary, discriminatory or in bad faith.** ~~An employee, during his/her initial probationary period, does not have access to the grievance and arbitration procedures contained in this Agreement.~~
- d) The first two hundred and fifty ~~(250)~~ **(200)** hours shall be considered the probationary period during which a continuing part-time employee ~~does not have access to the grievance and arbitration procedures contained in the Agreement, and~~ may be discharged by the Corporation at its discretion. **provided such a discharge is not arbitrary, discriminatory or in bad faith.** This probationary period may be extended by an additional one hundred (100) hours at the discretion of the Employer.

Part-time employees who have completed probation and who are appointed to a full-time position with the same job title shall not be required to complete a second probation period.

- e) All seniority rights of an employee shall cease only for any of the following reasons:
- i) He/She resigns;
 - ii) He/She is discharged and not reinstated through the Grievance or Arbitration Procedures;
 - iii) He/She fails to return from authorized leave unless such failure to return is proven to the satisfaction of the Employer to have been due to causes beyond the employee's control;
 - iv) He/She fails to report for work after a lay-off within ten (10) calendar days of the date on which the notice of recall was postmarked unless such failure is proven to be due to causes beyond the employee's control. The notice will be sent by registered mail to the last address of the employee of which the Employer has record. An employee is responsible for advising the Employer in writing of any change of address at all times.
 - v) He/She is laid off for a period longer than three (3) consecutive months;
 - vi) He/She retires;
 - vii) ~~He/She attains the regulatory retirement age specified by Canada Pension Plan or the Québec Pension Plan, whichever is applicable to the individual.~~
 - viii) If he/she is absent due to illness or accident (at work or not) for a period of twenty-four (24) months or more with the exception of part-time employees, in which case this period is for six (6) months. However, an employee who returns to work after the twenty-fourth (24th) month, or after the twelfth (12th) month in the case of part-time employees with five (5) years or more of seniority, of absence due to illness or accident, can return to a vacant position only for which he/she has the required competence and if he/she is capable to accomplish the duties of that position.

ARTICLE 15
HOURS OF WORK

RESERVE

The Union wishes to discuss the implementation of a 35 hours work week for both Group A and Group B. The Union further reserves the right to submit a bargaining proposal following such discussion.

15.02

C) Hours of Work in the Property Management Department

(1) General Maintenance Workers

- a) i) The normal scheduled work week for full-time employees will be forty (40) hours per week. Effective April 1, 1988, the hours of work for this group will be forty (40) hours per week, from Monday to Friday inclusively, ~~Employees hired after April 1, 1988 shall be excluded from the provisions of this clause.~~
- ii) Temporary and part-time employees shall be scheduled as required.
- iii) **The employer will schedule part-time employees on a per week, equitable basis.**
- iv) **The employer will track and post the hours offered to part-time employees and the hours accepted.**
- b) Employees' schedules shall be posted on Thursday prior to the start of the schedule.
- c) Changes to the manner of scheduling shall be by mutual consent of the Alliance and the Corporation. (See Appendix "C" for a sample schedule).
- d) i) Notwithstanding Clause 15.02 C) (1) c) the Employer may, in the case of emergency, change this schedule temporarily for the employees require for the duration of the emergency.
- ii) Emergency will include work which is not usually done during normal scheduled hours (e.g., stripping floors, shampooing rugs, etc.).

15.02 (c) 1 (3) Parking Services

- e) The Employer will schedule part-time employees with consideration to distributing the shifts equitably and as much as possible to the mutual satisfaction of the Employer and the employees. The additional shifts shall be according to seniority rights. When an insufficient number of employees are available for certain days and hours of work, these days and hours of work will be given in reverse order of seniority.

General

- a) The minimum call for part-time employees shall be four (4) hours. If an employee requests and is granted permission to leave before the end of the minimum call the employee will be paid only for those hours worked.
- b) The Employer shall give a minimum of twenty-four (24) hours advance notice in order to cancel scheduled work of a part-time employee; where work is cancelled for reasons beyond the Employer's control, a minimum of four (4) hours advance notice will be given to part-time employees if the Employer wishes to cancel a scheduled work shift. Any part-time employee who is not notified of such a cancellation and reports for work as scheduled shall be paid a minimum of four (4) hours pay at the applicable rate and may be required to work by the Employer.
- c) If not notified not to report to work within eight (8) hours of the commencement of the shift, full-time employees reporting for work on their scheduled shift shall be paid a minimum of four (4) hours pay at the applicable rate.
- d) ~~Employees will report their attendance as required by the Employer.~~
Employees will be required to sign in and out for work, and this will be the only method used to record attendance by the employer.
- e) Part-time employee cannot cancel a shift except in cases of illness or other reasons beyond the employee's control. When the cancellation is due to a reason beyond the employee's control, that employee must justify the cancellation. After four (4) cancellations of shifts due to illness in one fiscal year, the part-time or temporary employee must give the Employer a medical certificate for each subsequent absence. Part-time and temporary employees will indicate in writing, to the Employer, their availability in order that the Employer can schedule employees according to their availability. This however will not guarantee hours of work for the employees.

- f) Property Management Department employees shall be allowed five (5) minutes wash-up time before their lunch break and before their quitting time.
- 15.03 h) Employees scheduled to work on a regular basis thirty-two (32) hours per week will be given priority to replace employees scheduled to work on a regular basis forty (40) hours per week on annual leave, leave of absence, etc. in order that employees scheduled on a thirty-two (32) hour work week work up to forty (40) hours per week at straight time. ~~However it is the Employer's right to decide to do such replacements.~~

ARTICLE 16
OVERTIME

16.01 Applicable to Group A Employees:

- f) Notwithstanding paragraph c) above, overtime worked on a **Sundays, Christmas Day, New Year's Day, Good Friday, Canada Day, and Labour Day** shall be paid at double time (2T).
- h) At the request of the employee, overtime shall be compensated in equivalent time off with pay subject to operational requirements. **Such request shall not be unreasonably denied.**
- i) Employees shall be allowed to accumulate a bank of compensatory leave credits of up to ~~forty (40)~~ **eighty (80)** hours. ~~Any earned but unused leave remaining in the employee's bank on August 31st of each year shall be cashed out at the employee's regular rate of pay.~~
- o) In the Property Management work area where two or more employees of the same job title are performing the same work and overtime is required, the employees who are full-time continuing will be offered the opportunity to work the overtime before employees who are temporary **or part time**. When an employee is to be called in or scheduled to perform overtime in his/her classification, full-time employees shall be offered the work before temporary **or part time** employees.
- q)
 - i) Employees who work ~~three (3)~~ **two (2)** or more hours immediately before or following their regularly scheduled hours of work **shall receive a meal allowance of eleven dollars (\$11.00)**. ~~or who are required to work for five (5) hours or more on a day of rest or on a designated holiday, shall receive a meal allowance of ten dollars (\$10.00)~~
 - ii) **When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph i) shall receive an additional meal allowance of eleven dollars (\$11.00) for each additional four (4) hour period of overtime worked thereafter.**

NEW

Time and one-half (1 ½ T) when required by the Corporation to train new employees.

16.02 Applicable to Group B Employees:

- m) Employees shall be allowed to accumulate a bank of compensatory leave credits of up to ~~forty (40)~~ **eighty (80)** hours. ~~Any earned but unused leave remaining in the employee's bank on August 31st of each year shall be cashed out at the employee's regular rate of pay.~~ **Employee requests for time off with pay from their compensatory leave bank shall not be unreasonably denied.**

- o)
 - i) If an employee is required to work ~~three (3)~~ **two (2)** hours or more immediately before or following his/her regularly scheduled hours of work **shall receive a meal allowance of eleven dollars (\$11.00).** ~~or is required to work for five (5) hours or more on a day of rest or on a designated paid holiday, he/she shall receive a meal allowance of eleven dollars (\$11).~~ Reasonable time with pay, to be determined by the Employer, shall be allowed to the employee in order that he/she may eat his/her meal either at or adjacent to his/her place of work.

 - ii) **When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph i) shall receive an additional meal allowance of eleven dollars (\$11.00) for each additional four (4) hour period of overtime worked thereafter.**

ARTICLE 17
CALL BACK

17.01 Applicable to Group A Employees:

- a) When employees have left the Corporation premises and are recalled to a place of work and such recall has not been scheduled in advance, they will be paid a minimum compensation equivalent to four (4) hours at the applicable overtime rate. **Time spent by employees reporting to work and returning to their residence will constitute time worked.**
- b) When employees have left the Corporation premises and are recalled to a place of work to attend a meeting, the call back provisions shall apply.

17.02 Applicable to Group B Employees:

An employee who is recalled to work overtime after having left the Corporation premises and reports for work will be granted a minimum of four (4) hours compensation at the applicable overtime rate. **Time spent by employees reporting to work and returning to their residence will constitute time worked.**

ARTICLE 18
PREMIUMS

18.01 Applicable to Group A Employees:

- a) Employees who work from midnight to 08h00 Monday to Saturday will receive a shift premium of ~~seventy-five cents (\$0.75)~~ **two dollars and twenty five (\$2.25)** per hour for all hours worked.
- b) Full-time continuing employees who work on Sunday will receive a premium of ~~seventy-five cents (\$0.75)~~ **two dollars and twenty five (\$2.25)** per hour for all hours worked.

18.02 Applicable to Group B Employees:

Employees who work between the hours of midnight to eight (8) AM, shall receive a shift premium of ~~seventy-five cents (\$0.75)~~ **two dollars and twenty five (\$2.25)** per hour for all hours worked.

ARTICLE 19
REPORTING ON A DAY OF REST OR DESIGNATED PAID HOLIDAY

19.01 Applicable to Group A Employees:

- a) When employees are required to report for work on a day of rest, or designated paid holiday, they will be paid ~~compensation at the applicable overtime rate in accordance with article 16.01~~ **the greater of:**
 - i) **compensation at the applicable overtime rate, or**
 - ii) **compensation equivalent to four (4) hours pay at the straight-time rate, except that the minimum of four (4) hours pay will apply only the first time that an employee reports for work during a period of eight (8) hours, starting with the employee's first reporting.**

- b) ~~Other than when required by the Corporation to use a vehicle of the Corporation for transportation to a work location other than their normal place of work, time spent by employees reporting to work or returning to their residence will not constitute time worked.~~

ARTICLE 20
VACATION LEAVE

20.01 Applicable to Group A Employees:

- a) For each calendar month in which a full-time continuing employee has earned at least ten (10) days' pay, the employee shall earn vacation leave credits at the rate of :
 - i) one and one-quarter (1 ¼) days per month, if the employee has completed less than eight (8) years of service;
 - ii) one and two-thirds (1 2/3) days per month, if the employee has completed eight (8) years of service;
 - iii) two and one-twelfth (2 1/12) days per month if the employee has completed ~~eighteen (18)~~ **fifteen (15)** years of service;
 - iv) two and one half (2 ½) days per calendar month if the employee has completed ~~twenty-nine (29)~~ **twenty-seven (27)** years of service, commencing with the month in which he/she earns at least ten (10) days pay following the date on which he/she has completed ~~twenty-nine (29)~~ **twenty-seven (27)** years of service.
- e) Vacation leave may be taken at one time and during the year in which it is earned except as agreed by the employee and the Corporation. An employee shall be permitted to carry over a maximum of five (5) days' credit to the next fiscal year; however, no credits may be carried over beyond ~~January 6~~ **March 31st**.
- k) ~~Employees engaged on a part-time basis shall be paid, in lieu of vacation leave, an amount equal to six percent (6%) of their gross earnings, such amount to be payable on the first regular pay date in December or their last day of work.~~

Employees engaged on a part-time basis shall be paid, in lieu of vacation leave, an amount equal to:

- i. **six percent (6%) of their gross earnings if the employee has less than eight (8) years of service;**
- ii. **eight percent (8%) of their gross earnings if the employee has completed eight (8) years of service;**
- iii. **ten percent (10%) of their gross earnings if the employee has completed fifteen (15) years of service.**

Such amount to be payable on the first regular pay date in December or their last day of work.

20.02 Applicable to Group B Employees:

- a) For each calendar month in which a continuing full-time employee has earned at least ten (10) days' pay, the employee shall earn vacation leave credits at the rate of:
 - i) one and one-quarter (1 1/4) days per calendar month, if the employee has less than eight (8) years of service;
 - ii) one and two thirds (1 2/3) days per calendar month if the employee has completed eight (8) years of service, commencing with the month in which he/she earns at least ten (10) days pay following the date on which he/she completes eight (8) years of service;
 - iii) two and one-twelfth (2 1/12) days per calendar month if the employee has completed ~~eighteen (18)~~ **fifteen (15)** years of service, commencing with the month in which he/she earns at least ten (10) days pay following the date on which he/she completes ~~eighteen (18)~~ **fifteenth (15th)** years of service;
 - iv) two and one half (2 1/2) days per calendar month if the employee has completed ~~twenty-nine (29)~~ **twenty-seven (27)** years of service, commencing with the month in which he/she earns at least ten (10) days pay following the date on which he/she completes ~~twenty-nine (29)~~ **twenty-seven (27)** years of service.
- f) Vacation leave may be taken at one time and during the year in which it is earned except as agreed by the employee and the Corporation. An employee shall be permitted to carry over a maximum of five (5) days' credit to the next fiscal year; however, no credits may be carried over beyond ~~January 6th~~ **March 31st**.
- h)
 - i) An employee engaged on a part-time or temporary basis shall be paid, in lieu of vacation, an amount equal to:
 - a) **six percent (6%) of their gross earnings if the employee has less than eight (8) years of service;**
 - b) **eight percent (8%) of their gross earnings if the employee has completed eight (8) years of service;**

- c) **ten percent (10%) of their gross earnings if the employee has completed fifteen (15) years of service.**

~~Six percent (6%) of his/her gross earnings;~~

Such amount to be added to each pay cheque. Also, part-time employees only are entitled to a maximum of three (3) weekends (six days) per fiscal year, of unpaid vacation leave, provided they have worked four hundred and sixteen (416) hours in the twelve (12) months immediately preceding the request for such leave.

- (ii) When a continuing part-time employee becomes a continuing full-time employee, the years of service shall be calculated on the pro-rata of the hours regularly worked by a continuing full-time employee for the purpose of calculating the vacation leave credits. Calculation of the number of hours shall begin at date of hiring and will apply at date of signing of this agreement.

ARTICLE 21
DESIGNATED HOLIDAYS

21.01 The following days shall be designated by the Corporation as paid holidays for employees under this Agreement:

New Year's Day	August Civic	Family Day
Good Friday	Labour Day	Employee's Birthday
Easter Monday	Thanksgiving Day	
Victoria Day	Remembrance Day	
St. Jean Baptiste Day	Christmas Day	
Canada Day	Boxing Day	

ARTICLE 22
SICK LEAVE

22.01 Applicable to Group A employees:

- c) The Corporation agrees to pay part-time employees ~~thirty-five~~ **eighty eight** cents (~~\$0.35~~) (**\$0.88**) per hour in lieu of sick leave and fringe benefits, except where the Employer is required to make pension contributions pursuant to the Public Service Superannuation Act on the employee's behalf.

- g)
 - i) If the period of absence exceeds four (4) working days, and/or the employee has been granted sick leave without a medical certificate on eight (8) days in a fiscal year, the employee will submit a certificate signed by a qualified physician attesting to the illness. **The employee shall be reimbursed by the Employer for all costs associated with obtaining the certificate.**

 - ii) When employees are absent because of illness for an entire scheduled shift the absence shall count as one day in respect to the eight (8) days set out in 22.01 g) i).

22.02 Applicable to Group B employees:

- b) The Corporation shall grant sick leave with pay to continuing full-time employees, chargeable against sick leave credited, whenever an employee is unable to perform his/her duties because of illness or injury, provided that:
 - i) he/she satisfies the Employer, by means of a written statement, that his/her condition prevented him/her from working;

 - ii) he/she has earned the necessary sick leave credits, and:

 - iii) a medical certificate, signed by a qualified medical practitioner, is presented as soon as practicable after return to work in support of a request for paid sick leave, when the condition preventing him/her from reporting for duty extends beyond a total of four (4) working days during one (1) period of disability or a total of eight (8) days during a fiscal year. **The employee shall be reimbursed by the Employer for all costs associated with obtaining the certificate.**

- f) In lieu of sick leave/fringe benefits, continuing part-time employees receive ~~\$0.35~~ (**\$0.88**) for each hour worked, except where the Employer is required to make pension contributions pursuant to the Public Service Superannuation Act on the employee's behalf.

ARTICLE 27
SEVERANCE PAY

27.01 Applicable to Group A Employees:

c) **Resignation**

~~This clause applies only to employees employed at the date of ratification (October 17, 1997) of the Collective Agreement.~~

After completion of ten (10) or more years of continuous service, full time employees who resign will be entitled to severance pay equal to the amount obtained by multiplying one-half ($\frac{1}{2}$) of their weekly rate of pay on resignation, by the number of completed years of continuous service to a maximum of twenty-six (26) weeks.

27.02 Applicable to Group B Employees:

c) **Resignation**

On resignation with ten (10) or more years of continuous service, one-half ($\frac{1}{2}$) week's pay for each completed year of continuous service with a maximum pay benefit of thirteen (13) weeks.

~~This clause is applicable only to the following persons currently employed:~~
~~VACHON, Sylvie~~
~~PIGARD, Charles~~
~~TRÉPANIÉ, Pierre~~

ARTICLE 31
EMPLOYEE APPAREL AND EQUIPMENT

- 31.02 a) The Corporation will provide uniforms for each General Maintenance and General Trades employee to the following extent:
- i) five (5) serviceable pairs of trousers;
 - ii) five (5) serviceable shirts - each year.
- b) The Corporation ~~may~~ **will** provide uniforms for each parking employee to the following extent:
- i) For full-time employees - five (5) serviceable short-sleeved polo shirts;
 - ii) For full-time employees – five (5) serviceable long-sleeved polo shirts;
 - iii) For part-time employees - three (3) serviceable short-sleeved polo shirts;
 - iv) For part-time employees – three (3) serviceable long-sleeved polo shirts;
 - ~~v) For full time and part time employees – two (2) serviceable pairs of trousers.~~
 - vi) **3 in 1 winter jacket – wind and waterproof, Gortex or similar.**

ARTICLE 35
PARKING

- 35.01 a) Employees shall be allowed the staff preferred parking rate by the National Arts Centre.
- b) The Employer will provide ~~one (1)~~ parking spots, at no cost to the employees, from 24:00 to 8:00 Monday to Friday and 24:00 to 12:00 Saturday and Sunday. ~~for Data Control employees working the night shift.~~

35.04 Applicable to Group A and Group B Employees:

The Employer confirms that it will not increase the employees preferred parking rate beyond **the rates effective December 31st 2011**. ~~7.5% per calendar year.~~ It is understood that the parking rate shall at no time exceed the preferred parking rate offered to other employee groups within the Centre.

The employer confirms that it will provide an early bird parking rate of \$3.60 for all employees starting at 6.30am or earlier.

The employer confirms that it will provide an early bird parking rate of \$3.60 for all employees starting at 15h00pm or later.

NEW

When the Corporation request that an employee work on overtime in accordance with article 16, the Corporation will provide parking at no cost to the employee.

ARTICLE 37
JOB POSTING AND PROMOTIONS

37.01 Competition posters pertaining to this Agreement will be placed on the bulletin boards in the General Maintenance, General Trades, Parking Services and Security areas for a period of not less than ten (10) calendar days and shall indicate the position title, qualifications (e.g., education, knowledge and skills), whether shift work is required, and the salary range or wage rate.

37.02 Union Notification

The local shall be informed in the writing of all appointments, transfers, lay-offs, recalls and terminations of employment.

37.03 **Applicable to Group A Employees:**

- a) The Employer shall not make appointments from outside to any position within Group A when employees possess all of the essential requirements for the position.
- b) Where, in a Corporation competition for positions in Group A, two or more candidates are considered by the Corporation to be equal, seniority with the Corporation shall govern. It is understood that the employee will be entitled to grieve management's decision relating to the equality of the candidates.
- c) **Upon request from an employee, the employer shall provide a written explanation of why the applicant employee was not the successful candidate for the position.**
- d) Qualified candidates for the positions in Group A will be considered in the following preference:
 - i) Full-time continuing employees who were laid-off;
 - ii) Part-time employees who were laid-off;
 - iii) Continuing full-time employees;
 - iv) Part-time employees.

The preference mentioned above must not result in giving a promotion to a laid-off employee.

- e) Consideration for promotion may be given to the senior applicant from within Group A who does not possess the required qualifications but is preparing for qualification prior to filling of a vacancy. Such employees will be given an opportunity to qualify within a reasonable length of time and to

revert to their former position if the required qualifications are not met within such time.

- f)** Where no qualified candidate can be found, an appointment may be made below the minimum of the position. Such employees will be given a reasonable time to qualify. If the employee is found to be unsatisfactory and was previously in Group A the provisions of clause 37.03 d) shall apply.
- g)** In the event extra help is required, other than for overtime, qualified part-time employees shall normally be offered more hours before new part-time workers are hired.

ARTICLE 42
DURATION

The Union will table a comprehensive demand on Rates of Pay, Annual Economic Increases, Duration and Pay Notes in the course of collective bargaining.

APPENDIX A
RATES OF PAY

The Union will table a comprehensive demand on Rates of Pay, Annual Economic Increases, Duration and Pay Notes in the course of collective bargaining.

NEW
COST OF LICENSING FEES

The employer will reimburse employees for the renewal of licensing, certification and other fees which the employee is required to obtain in order to maintain the qualifications of their position.

NEW
BILINGUAL BONUS

Employees who are required to speak to the public in both official languages be paid a bilingual bonus of \$800.00

NEW
Painter Position

On signing of the collective agreement, the Corporation agrees to create post, fill and maintain a new permanent full-time painter position.

NEW
SOCIAL JUSTICE FUND

The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters of Patent of the PSAC Social Justice Fund.