

BARGAINING PROPOSALS

NATIONAL CAPITAL COMMISSION

NEGOTIATIONS FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENT
EXPIRING ON DECEMBER 31, 2014

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INTRODUCTION

Without prejudice, attached are the Employer proposals for the negotiation of a single collective agreement covering employees who are members of the National Capital Commission bargaining unit.

The Employer reserves the right to present other proposals in negotiations as well as counter-proposals with respect to union demands.

Also, the Employer proposes that articles of the agreement which are not ultimately dealt with as proposals by the parties shall be renewed with appropriate editorial modification to ensure compatibility with other articles as finally agreed.

Proposed changes are highlighted in bold font. Where deletions are proposed, the **words have a strikethrough** “—”.

ARTICLE 9 - HOURS OF WORK

9.02 Day Work

For an employee who works five (5) consecutive days per week on a regular basis, the normal workweek shall be from Monday to Friday inclusive, thirty-seven and one-half (37 1/2) hours, and the scheduled work day shall be seven and one-half (7 1/2) consecutive hours, exclusive of a meal period, between the hours of 6:00 a.m. ~~and 6:00 p.m.~~ **and 10 p.m.**

ARTICLE 9 - HOURS OF WORK

9.06 Employees shall be notified of shift work schedules two (2) weeks in advance.

An employee who is required to change his or her scheduled shift without receiving at least ~~seven (7) days~~ **forty-eight (48) hours**' notice in advance of the starting time of such change in his or her schedule shall be paid for the first shift worked on the revised schedule at the rate of time and one-half. Subsequent shifts worked on the revised schedule shall be paid at the straight-time rate, subject to the Overtime Article.

ARTICLE 12 – CALL-BACK PAY

12.02 When an employee is called back to work under the conditions described in clause 12.01 and is required to use transportation services other than normal public transportation services, he or she shall be reimbursed for reasonable expenses incurred as follows:

(a) ~~a mileage allowance~~ at the **kilometric** rate normally paid by the Employer where the employee travels by means of his or her own automobile,

or

(b) out-of-pocket expenses for other means of commercial transportation.

ARTICLE 13 – STANDBY PAY

The NCC wishes to discuss as agreed to by both parties (reference to policy grievance dated December 10, 2013).

ARTICLE 16 – DESIGNATED PAID HOLIDAYS

- 16.10 **For greater certainty, employees who do not work on a Designated Paid Holiday are entitled to seven decimal five (7.5) hours pay at the straight-time rate. A designated paid holiday shall account for seven and one half (7½) hours only.**

ARTICLE 18 – VACATION LEAVE WITH PAY

18.07 Carry Over and Liquidation

(a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and **twenty five (225)** ~~sixty-two decimal five (262.5)~~ hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and **twenty five (225)** ~~sixty-two decimal five (262.5)~~ hours shall be automatically paid ~~in cash~~ at his or her rate of pay as calculated from the classification prescribed in his or her instrument of appointment of his or her substantive position on March 31st of the vacation year.

ARTICLE 18 – VACATION LEAVE WITH PAY

18.12 Vacation Leave Credits for Severance Pay

Where the employee requests, the Employer shall grant the employee his or her unused vacation leave credits prior to termination of employment if this will enable him or her, 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.~~

ARTICLE 18 – VACATION LEAVE WITH PAY

18.14 One-time Vacation Leave

(a) This provision shall not apply to an employee who, through previous employment within the Public Service, has already been credited this one-time entitlement.

(b) Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 18.03.

~~(c) Transitional Provisions~~

~~Effective on date of signing, employees with more than two (2) years of service, as defined in clause 18.03, shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay.~~

~~(d) The vacation leave credits provided in clauses 18.14(b) and (c) above shall be excluded from the application of paragraph 18.07 dealing with the Carry-over and/or Liquidation of Vacation Leave.~~

ARTICLE 19 – SICK LEAVE WITH PAY

The NCC will also want to discuss any further consequential changes to other provisions on the collective agreement which may be impacted by the changes to the sick leave provisions.

Pre-implementation of the Short Term Disability Plan (STDP), the existing clauses 19.01 to 19.09 will be maintained without changes.

Effective September 1, 2016, the date of implementation of the Short Term Disability Plan (STDP), clauses 19.01 to 19.09 shall no longer apply and will be replaced by the following:

Credits

~~19.01 An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which the employee receives pay for at least seventy five (75) hours.~~

19.01 a) As of September 1, 2016, all sick leave credits accumulated up to August 31, 2016 cease to accumulate and are converted to top up credits on the basis of fifteen (15) hours of accumulated sick leave credits equivalent to one top up credit of 23%.

b) An employee can use his or her top up credits to increase the short term disability benefits to 93% of income replacement.

c) On September 1, 2018, top up credits banked will be eliminated and any reference to top up credits, and its usage, will be eliminated from the collective agreement.

19.02 On the date of implementation the Short Term Disability Plan, an employee will be allocated sick leave credits, as follows:

a) An employee will be allocated forty-five (45) hours of sick leave credits on the first day of each fiscal year.

b) Allocation of sick leave credits under 19.02 will be subject to the deduction of any sick leave credits previously advanced prior to the implementation of the STDP.

c) Interim measure due to the date of implementation of the STDP: Since the implementation date of the STDP occurs later than the first day of fiscal year, the allocation of sick leave credits will be pro-rated based on the number of days remaining in the fiscal year.

- d) An employee appointed for a specified term of employment shall receive a pro-rated amount of sick leave credits, to a maximum of forty-five (45) hours, based on the length of their term employment and their normal assigned weekly hours of work.**
- e) If an employee begins their employment at the NCC during the fiscal year, their sick leave credits, to a maximum of forty-five (45) hours, shall be pro-rated based on the number of days remaining in the fiscal year.**
- f) Carry-over of sick leave credits:**
- i. Indeterminate employees and term employees of greater than six (6) months can carry over a maximum of fifteen (15) hours of sick leave credits remaining at the end of the fiscal year, for use in the following fiscal year.**
 - ii. For greater certainty, an employee may not have more than sixty (60) hours of sick leave credits at any time in a fiscal year.**

Granting of Sick Leave

19.03 An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:

(a) he or she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer,

and

(b) he or she has the necessary sick leave credits.

~~19.04 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 19.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee:~~

~~(a) for a period of up to one hundred and eighty-seven decimal five (187.5) hours if a decision on an application for injury on-duty leave is being awaited;~~

~~or~~

~~(b) for a period of up to one hundred and twelve decimal five (112.5) hours in all other cases;~~

- ~~subject to the deduction of such advanced leave from any sick leave credits subsequently earned.~~
- 19.04 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury, he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of clause 19.03 (a), ~~if the total number of hours of sick leave with pay granted in a fiscal year does not exceed seventy five (75) hours solely on the basis of statements signed by the employee.~~
- 19.05 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.
- 19.06 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.
- ~~*19.07 (a) Sick leave credits earned but unused by an employee during a previous period of employment with the National Capital Commission as defined in clause 3.01 (d) shall be restored to an employee whose employment was terminated by reason of layoff and who is re-appointed in the National Capital Commission within one (1) year from the date of layoff.~~
- ~~*(b) Sick leave credits earned but unused by an employee during a previous period of employment with the National Capital Commission shall be restored to an employee whose employment was terminated due to the end of a specified period of employment, and who is re-appointed in the National Capital Commission within one (1) year from the end of the specified period of employment.~~
- ~~19.08 The Employer agrees that an employee recommended for release from employment for incapacity by reason of ill health shall not be released at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits.~~
- ~~19.09 The Employer may for good reason advance sick leave to an employee when a previous advance has not been fully reimbursed.~~

ARTICLE 20 – OTHER LEAVE WITH OR WITHOUT PAY

20.04 Maternity Allowance

The NCC wishes to discuss.

ARTICLE 20 – OTHER LEAVE WITH OR WITHOUT PAY

20.14 Parental Allowance

The NCC wishes to discuss.

ARTICLE 20 – OTHER LEAVE WITH OR WITHOUT PAY

20.17 Leave Without Pay for the Care of Family

(a) Both parties recognize the importance of access to leave for the purpose of care for the family.

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

- (i) 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, because of urgent or unforeseeable circumstances, such notice cannot be given;
- (ii) leave granted under this article shall be for a minimum period of three (3) weeks;
- (iii) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the Commission;
- (iv) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

(v) Compassionate Care Leave

(A) Notwithstanding paragraphs 20.17 (b) (ii) and 20.17 (b) (iv) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.

(B) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph 20.17 (b) (iii) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.

(C) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has

been accepted.

(D) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (A) and (B) above cease to apply.

ARTICLE 20 – OTHER LEAVE WITH OR WITHOUT PAY

20.20 Court Leave

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

- (a) to be available for jury selection;
- (b) to serve on a jury;
- (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.

ARTICLE 20 – OTHER LEAVE WITH OR WITHOUT PAY

20.23 Obligations religieuses (Amend in french only)

- (a) L'employeur fait tout effort raisonnable pour tenir compte des besoins de l'employé-e qui demande un congé pour remplir ses obligations religieuses.
- (b) Les employés-e-s peuvent, conformément aux dispositions de la présente convention, demander un congé annuel, un congé compensateur, un congé non payé pour d'autres motifs ou un échange de postes (dans le cas d'un travailleur posté) pour remplir leurs obligations religieuses.
- (c) Nonobstant le paragraphe 20.235(b), à la demande de l'employé-e et à la discrétion de l'employeur, du temps libre payé peut être accordé à l'employé-e afin de lui permettre de remplir ses obligations religieuses. Pour compenser le nombre d'heures payées ainsi accordé, l'employé-e devra effectuer un nombre équivalent d'heures de travail dans une période de six (6) mois, au moment convenu par l'employeur. Les heures effectuées pour compenser le temps libre accordé en vertu du présent paragraphe ne sont pas rémunérées et ne doivent entraîner aucune dépense additionnelle à l'employeur.

ARTICLE 26 - CHECK-OFF

26.06 The amounts deducted in accordance with clause 26.01 shall be remitted to the Comptroller of the Alliance ~~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.

ARTICLE 26 - CHECK-OFF

~~26.07~~ — The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.

ARTICLE 33 – STATEMENT OF DUTIES

- 33.01 Upon **appointment**, ~~written request~~, an employee shall be provided with a ~~complete and current~~ statement of the duties and responsibilities of his or her **substantive** position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization.

ARTICLE 34 – DISCIPLINE

- 34.05 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 two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period. **This period will automatically be extended by the length of any period of leave without pay.**

ARTICLE 44 - PAY ADMINISTRATION

The NCC wishes to discuss retroactivity.

ARTICLE 45 – SEVERANCE PAY

The NCC wishes to discuss necessary changes due to the elimination of voluntary severance pay.

ARTICLE 48 – DURATION

48.01 This collective agreement shall expire December 31, 2014~~18~~.

The NCC reserves the right to present proposals regarding the date on which the provisions and the appendix of the new agreement become effective, as well as the implementation of the retroactive period of the agreement, where applicable.

ARTICLE 48 – DURATION

48.03 The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and **fifty (150)** ~~twenty (120)~~ days from the date of signing.

APPENDIX A – ANNUAL RATES OF PAY

(in dollars)

A - Effective January 1, 2015 **(0.5% Economic Increase)**

B - Effective January 1, 2016 **(0.5% Economic Increase)**

C - Effective January 1, 2017 **(0.5% Economic Increase)**

D - Effective January 1, 2018 **(0.5% Economic Increase)**

The NCC wishes to discuss the pay notes.

LETTER OF INTEREST DEEMED TO BE PART OF THE COLLECTIVE AGREEMENT

The NCC wishes to delete the Letter of Interest Deemed to be Part of the Collective Agreement

August 17, 2012

~~RE: Negotiations between the Public Service Alliance of Canada and the National Capital Commission—Employee Transition Policy~~

~~The amendments contained therein shall become effective upon the date of signing of the collective agreement. The National Capital Commission commits to enter the following, or similar wording with same intent, within a six (6) month period from the date of signing of the new collective agreement, in a proposed updated Employee Transition Policy:~~

~~Policy Statements~~

~~Reductions will be carried out via attrition whenever reasonably possible.~~

~~Where necessary reductions cannot be dealt with through attrition, the NCC will make every reasonable effort to reassign affected employees to vacant positions within the organization for which they fully meet the requirements of the position.~~

~~An indeterminate employee who is laid off shall have the right to be recalled for a period of one (1) year from the date of lay off. The NCC shall notify, by registered mail, such individuals at their last known address that they have fourteen (14) calendar days to accept the offer of employment. After which time any obligation upon the NCC to offer a position ceases.~~

~~Responsibilities~~

~~Vice President, Human Resources~~

- ~~• PROVIDE the local president of the bargaining agent the names of the members that are affected by the employee transition, in confidence, prior to notification of the affected employees.~~