

# NAC Proposal

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## Amended Language

### Article 15 – Hours Of Work

#### 15.02 C 2) a) i) and ii) (page 25)

##### 2) General Tradespersons

- a) i) Except for ~~control Board Attendants~~, **Stationary Engineers** and Electricians, the normal work week for General Tradespersons shall consist of five (5) days from Monday to Friday inclusive for a total of forty (40) hours per week.
  
- ii) Except for ~~Control Board Attendants~~, **Stationary Engineers** and Electricians, the normal work day for General Tradespersons shall not commence before 07h30 nor finish later than 16h00.

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## New Language

### Article 15 – Hours of Work

#### Article 15.02 C 2) Stationary Engineers, page 26

##### **d) Stationary Engineers**

- i) Daily hours of work and days of rest for Stationary Engineers shall continue to be scheduled in the same manner as was in effect prior to the signing of this Agreement.**
- iii) Notwithstanding clause 15.02 C) (2) d) i), the Employer may in the case of an emergency change the schedule temporarily for the employee(s) required for the duration of the emergency.**
- iv) Stationary Engineers shall not have their days of rest changed.**
- v) The work schedule for Stationary Engineers shall be posted one (1) year in advance and at six (6) months intervals.**

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## New Language

### Article 15.03 Applicable to Group B

- n) 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.

Note: current language from page 28 Article 15.02 e) for Group A

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## Amended Language

### Article 15 – Hours of Work

#### 15.03 Applicable to Group B (page 30):

- b) The Employer agrees during the life of the collective agreement to maintain a minimum service level of ~~six (6)~~ **five (5)** employees working forty (40) hours per week and five (5) days per week and three (3) employees working thirty-two (32) hours per week and four (4) days per week. The employees will be scheduled in accordance with the sample schedule at Appendix “F”.
  
- c) Changes to the manner of scheduling shall be by mutual consent of the Alliance and the Corporation. (See Appendix “F” for a sample schedule). **A new schedule is tabled**

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## Amended Language

### Article 15 – Hours of Work

#### 15.03 k) Applicable to Group B (page 32)

- k) A full-time employee who is required to change his/her scheduled shift on the master work schedule without receiving at least three (3) days notice in advance of the starting time of such change in his/her scheduled shift, shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1½). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.

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## Amended Language

### ARTICLE 16 - OVERTIME

#### 16.02 (page 37)

Subject to Clause 16.02 ~~n) l)~~, overtime shall be compensated for at the following rates:

- h) Time and one-half ( $1\frac{1}{2}$  T) except as provided in Clause 16.02 ~~k) i)~~;
- l) An employee is entitled to overtime compensation under Clause 16.02 ~~j), k), l) and m)~~ , **h), i), j), and k)** for each completed period of fifteen (15) minutes of overtime worked by him/her:

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## Amended Language

### ARTICLE 16 - OVERTIME

16.02 Applicable to Group B, g) i) Subject to iii) above (bottom of p.37)

Subject to iii) above

- \* time and one-half ( $1\frac{1}{2}$  T) **for the first eight (8) hours worked after forty (40) hours of work within a seven (7) day work week schedule**~~for the hours worked on the first day of rest;~~
- \* double time (2 T) **for any additional hours worked after forty-eight (48) hours of work within a seven (7) day work week schedule** ~~on the second day of rest. However, employees who were offered to work on their first day of rest and decline the offer will be paid time and one half ( $1\frac{1}{2}$  T) for the hours worked on the second day of rest.~~
- \* ~~double time (2 T) for the hours worked on the third day of rest. However, employees who were offered to work on their first day of rest and/or on their second day of rest and decline the offer they will be paid time and one half ( $1\frac{1}{2}$  T) for the hours worked on their third day of rest.~~

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## New Language

### Article 20 – Vacation Leave

#### 20.02 Applicable to Group B Employees

- i) The Corporation will determine the periods during which vacation leave may be taken and the numbers of employees who may take vacation leave during the same period. The Corporation will make every reasonable effort to schedule vacation periods to suit the convenience of both employees and the Corporation.
- ii) Employees will submit their request for vacation leave before 1 April of each year. Where there are more requests for a vacation period that can be allowed, seniority shall prevail.
- iii) A schedule showing the vacation periods and the employees booked for these periods shall be posted by 15 April.
- iv) Employees who do not submit their leave requests before 1 April will not be able to exercise their seniority rights to bump employees who have been scheduled as per Clause 20.01 g) iii)
- v) With the permission of the Corporation, employees may exchange vacation periods.

Note: current language from page 42 Article 20 for Group A



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## New Language

### ARTICLE 20 - VACATION LEAVE

(NEW – Balance of article to be renumbered) 20.01

**When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.**

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## Amended Language

### ARTICLE 20 - VACATION LEAVE

**20.## To replace Article 0.01 a) and b) and Article 20.02 a) and b)**

- a) For each calendar month in which a full-time continuing employee has earned at least **eighty (80) hours' pay**, ~~ten (10) days' pay~~ the employee shall earn vacation leave credits at the rate of :
- i) **ten hours** ~~one and one quarter (1 ¼) days~~ per month, if the employee has completed less than eight (8) years of service;
  - ii) **thirteen decimal three three (13.33) hours** ~~one and two thirds (1 2/3) days~~ per month, if the employee has completed eight (8) years of service;
  - iii) **sixteen decimal six six (16.66) hours** ~~two and one twelfth (2 1/12) days~~ per month if the employee has completed eighteen (18) years of service;
  - iv) **twenty (20) hours** ~~two and one half (2 ½) days~~ per calendar month if the employee has completed twenty-nine (29) 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) years of service.
- b) Where full-time employees have earned less than **eighty hours' pay**, ~~ten (10) days' pay~~ in a given calendar month, they shall be entitled to an amount equal to :
- i) six percent (6%) of their gross earnings for said calendar month, if the employee has completed less than eight (8) years of service;
  - ii) eight percent (8%) of their gross earnings for said calendar month, if the employee has completed eight (8) years of service;
  - iii) ten percent (10%) of their gross earnings for said calendar month, if the employee has completed eighteen (18) years of service.

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## **Amended Language**

Article 26 – Abandonment of Position (page 70)

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

When an employee is absent from work for five (5) consecutive days and fails to report the absence to the superior officer, it shall be considered sufficient cause for termination.

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## Amended Language

### Article 27 – SEVERANCE PAY

#### 27.01 **Applicable to Group A Employees:**

In recognition of length of service and subject to Articles 27.01 g) and h), when employment terminates with the Corporation, employees will receive severance benefits calculated on the basis of their weekly rates of pay, as follows:

#### a) **Lay-off**

i) Full-time employees who have rendered one (1) or more years of continuous service will be entitled to two (2) weeks' pay for the first year of continuous service and one (1) week's pay for each additional complete year of continuous service, with a maximum benefit of twenty-eight (28) weeks pay

ii) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous service, with a maximum of twenty-seven (27) weeks pay.

b) Notwithstanding paragraph a) i) and ii), severance pay is not payable where the lay-off is temporary, that is, a lay-off due to the closing of a facility or reduction of the work force for a period of three (3) months or less. During such temporary lay-off, the Employer shall pay both the employee's share and the Employer's share of costs of group insurance plans and contributions payable pursuant to the Superannuation Act. An employee placed on temporary lay-off status may elect to delay the commencement of the period of the temporary lay-off by taking vacation leave and accumulated compensatory leave credits.

#### c) **Resignation**

This clause applies only to employees employed **prior to 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 (1/2) of their weekly rate of pay on resignation, by the number of completed years of continuous service **up to August 31, 2013**, to a maximum of twenty-six (26) weeks.

#### d) **Retirement**

**Employees hired on or after [insert date of ratification], are not eligible for severance pay upon retirement.**

i) On retirement, **when full-time employees hired prior to [insert date of ratification]** are entitled to an immediate annuity under the Public Service Superannuation Act or are entitled to an annual allowance under the Superannuation Act;

Or

ii) In the case of part-time employees **hired prior to [insert date of ratification]** who regularly work more than thirteen and one-half (13 ½) but less than thirty (30) hours a week, and who, if they were contributors under the Public Service Superannuation Act, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if they were contributors under the Public Service Superannuation Act,

one (1) week's pay for each completed year of continuous service **between the date of hire and August 31, 2013 to** a maximum of twenty-eight (28) weeks' pay.

#### e) **Death**

**Employees hired on or after [insert date of ratification], are not eligible for severance pay upon death.**

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If a full-time employee hired prior to [insert date of ratification] deceases there shall be paid to their estate one (1) week's pay for each complete year of continuous service between the date of hire and August 31, 2013, to a maximum of twenty-eight (28) weeks, regardless of other payments.

- f) **Interim Severance Payment [new]**  
Employees with ten (10) years or more of completed continuous full-time employment on or after August 31, 2013, who are currently entitled to a severance payment upon resignation, will have the option of requesting an interim severance payment. The interim severance payment will be equal to one-half (1/2) week pay for each complete or part year of continuous full-time employment prior to August 31, 2013 up to a maximum of fourteen (14) weeks pay at the rate of the employee's substantive position at the date the request for payment is made. An employee who receives an interim severance payment and subsequently resigns is not entitled to any further severance payments.
- g) On release for incapacity, full time employees, on termination of their employment, shall be entitled to severance pay of one (1) week's pay for each year of continuous service with a maximum benefit of twenty-eight (28) weeks' pay.
- h) For the purpose of severance pay, part-time employees' years of part-time continuous service are proportionally reduced by the difference between the weekly hours effectively worked on a part-time basis, and the normal weekly scheduled hours of a full-time employee. The weekly rate of pay is the weekly rate of pay he/she receives on the termination of his/her employment, adjusted to the full-time weekly rate of pay.
- i) **Maximum Severance Benefits**  
Severance benefits payable to employees under this article shall be reduced by any period of continuous service in respect of which the employee was already granted any form of severance pay including interim severance payment.
- j) **Rejection on Probation**  
On rejection on probation, when employees have completed more than one (1) year of continuous service, and cease to be employed by reason of rejection during a probationary period, they will be entitled to one (1) week's pay for each complete year of continuous service with a maximum benefit of twenty seven (27) weeks.

## 27.02 Applicable to Group B Employees:

Under the following circumstances and subject to Clause 27.02 h), a continuing employee shall receive severance benefits calculated on the basis of their weekly rates of pay:

- a) **Lay-off**
  - i) On first lay-off, two (2) week's pay for the first year of continuous service with the Corporation and one (1) week's pay for each additional complete year of continuous service with a maximum benefit of twenty-eight (28) weeks.
  - ii) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous service with the Corporation with a maximum of twenty-seven (27) weeks.
- b) Notwithstanding paragraph a) i) and ii), severance pay is not payable where the lay-off is temporary, that is, a lay-off due to the closing of a facility or reduction of the work force for a period of three (3) months or less. During a temporary lay-off, the Employer shall pay both the employee's share and the Employer's share of costs of group insurance plans and contributions payable pursuant to the Superannuation Act. An

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employee placed on temporary lay-off status may elect to delay the commencement of the period of the temporary lay-off by taking vacation leave and accumulated compensatory leave credits.

c) **Resignation**

On resignation with ten (10) or more years of continuous service, one-half (1/2) week's pay for each completed year of continuous service **between the date of hire and August 31, 2013** with a maximum pay benefit of thirteen (13) weeks.

This clause is applicable only to the following persons currently employed:

VACHON, Sylvie

PICARD, Charles

TRÉPANIÉ, Pierre

d) **Retirement**

**Employees hired on or after insert date of ratification are not eligible for severance pay upon retirement.**

On retirement, when a continuing employee **who was hired prior to insert date of ratification** is entitled to an immediate annuity under the term of the Public Service Superannuation Act, or is entitled to an annual allowance under the same Act, **they shall receive** one (1) week's pay for each year of continuous service **between the date of hire and August 31, 2013 to** a maximum of twenty-eight (28) weeks.

e) **Death**

**Employees hired on or after insert date of ratification, are not eligible for severance pay upon death.**

If a continuing employee dies, there shall be paid to his/her estate, one (1) week's pay for each year of continuous service **between the date of hire and August 31, 2013 to** a maximum of twenty-eight (28) weeks, regardless of any other benefit payable.

f) **Interim Severance Payment [new]**

**Employees with ten (10) years or more of completed full-time employment on or after August 31, 2013, who are currently entitled to a severance payment upon resignation, will have the option of requesting an interim severance payment. The interim severance payment will be equal to one-half (1/2) week pay for each complete or part year of continuous full-time employment prior to August 31, 2013 up to a maximum of thirteen (13) weeks pay at the rate of the employee's substantive position at the date the request for payment is made. An employee who receives an interim severance payment and subsequently resigns is not entitled to any further severance payments.**

f) **Rejection on Probation**

When an employee is transferred from another bargaining unit and is subsequently rejected during the probation period and terminated from the Corporation, one (1) week's pay for each complete year of continuous service with a maximum benefit of twenty-eight (28) weeks.

g) **Termination for Incapacity**

On termination for reasons of incapacity, one (1) week's pay for each complete year of continuous service, with a maximum benefit of twenty-eight (28) weeks.

h) Severance benefits payable to an employee under this Article shall be reduced by any period of continuous service in respect of which the employee was already granted severance pay, **interim severance payment**, retiring leave or cash gratuity in lieu of retiring.

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## Amended Language

### 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 spot, at no cost to the employee, 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.~~

35.02 ~~The Corporation shall designate six (6) parking spaces for part-time Parking Services employees. These spaces will be made available without charge provided employees:~~

a) ~~use the spaces only when they are reporting for work (including when required to work a day shift).~~

b) ~~using the spaces follow the rules and regulations set by the Corporation regarding their use.~~

35.03 Where the Corporation has requested that employees use their own cars on NAC business, the employee shall be reimbursed in accordance with NAC policy.

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

~~The Employer confirms that it will not increase the employees preferred parking rate beyond 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.

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## Amended Language

### Article 37 – JOB POSTING AND PROMOTION

- 37.01 Competition posters pertaining to this Agreement will be placed on the bulletin boards **located in the Green Room** ~~in the General Maintenance, General Trades, Parking Service 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. **Competition posters pertaining to this Agreement will also be sent electronically to members who are covered by this Collective Agreement and who provide their email address, or any changes to their email address, to the Human Resources Department.**



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## APPENDIX “A” - RATES OF PAY

### Applicable to Group A Employees

Level	Job Title		Salary Ranges		
			-1-	-2-	-3-
10.	Instrumentation Technician	1 Jan. 11	n/a	\$ 64,848	\$ 69,517
9.	Electrician <b>Chief Operating Engineer</b>	1 Jan. 11	n/a	\$ 61,143	\$ 65,618
8.	Assistant Instrumentation Technician Welder/Mechanic Plumber/Mechanic Mechanic Mechanic/Operator	1 Jan. 11	n/a	\$ 55,851	\$ 60,049
7.	Carpenter/Painter 4 <sup>th</sup> Class Stationary Engineer	1 Jan. 11	\$ 51,085	\$ 52,359	\$ 56,400
6.	<del>Cabinet Maker</del>	1 Jan. 11	\$50,183	\$ 51,436	\$ 55,404
5.	<del>Operator/Trades Assistant Upholsterer/Repairer Painter</del>	1 Jan. 11	\$ 48,395	\$ 49,598	\$ 53,470
4.	General Maintenance Worker/ Lead Hand Facility Maintenance Worker	1 Jan. 11	\$ 44,425	\$ 45,442	\$ 47,480
3.	General Maintenance Worker/ Window Washer	1 Jan. 11	\$ 41,740	\$ 42,758	\$ 44,796
2.	General Maintenance Worker	1 Jan. 11	\$ 39,951	\$ 40,969	\$ 43,006
1.	Labourer (temporary)	1 Jan. 11	\$ 14.82/hour		
	Cleaner	1 Jan. 11	\$ 16.22/hour		

**c**

# NAC Proposal

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## APPENDIX “E” / ANNEXE « E »

Applicable to Group A Employees / Applicable aux employé-e-s du groupe A

### ELECTRICIANS / ÉLECTRICIENS, ÉLECTRICIENNES

### SAMPLE - WORKING SCHEDULE / ÉCHANTILLON DE L'HORAIRE DE TRAVAIL

**(attached)**

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**The former position title of Data Control Operator, Upholsterer/Repairer, Operator / Trades Assistant and Cabinet Maker to be deleted from the collective agreement wherever it appears.**

## NAC Proposal

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The employer wishes to provide the union with the following notices –

1. The NAC wishes to provide the union with notice that the employer will rely upon attendance as a legitimate requirement to be considered in job applications.
2. A new operations manual is being developed for Security staff
3. A copy of the policies that have the most impact on employees is tabled for your information.
4. The “Pay in Lane” parking machine now accepts vouchers in addition to credit cards.
5. The schedule for Security Guards is being altered to move one of the two midnight to 8:00 a.m. positions to a non-fixed schedule. Schedule is attached.