

BARGAINING PROPOSALS
SUBMITTED BY THE
PUBLIC SERVICE ALLIANCE OF CANADA



FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENT
BETWEEN THE UNION CANADA POST CORPORATION
THAT EXPIRED AUGUST 31, 2016

INTRODUCTION

Pursuant to the **Canada Labour Code** the Public Service Alliance of Canada has served notice to bargain. Consequently, the P.S.A.C. wishes to renew the Collective Agreement with amendments. Enclosed are the P.S.A.C.'s bargaining proposals for such amendments.

Without prejudice to the P.S.A.C.'s position during the negotiations, the P.S.A.C. reserves the right to introduce, amend, and withdraw its proposals or to introduce counter-proposals to the Employer's proposals or counter-proposals to the P.S.A.C.'s proposals.

Unless otherwise specified, PSAC proposes to renew all current Appendices in the Collective Agreement.

Negotiating Team:

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Janson LaBond, PSAC Research Officer
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**ARTICLE 2
INTERPRETATION AND DEFINITIONS**

2.01 Definitions

Add new:

(y) "term employee" means:

(i) an employee hired for a specified period of less than six (6) months duration,

(ii) an employee hired for a project approved by the Corporation for which the duration may be greater than six (6) months but less than twenty-four (24) months and

(iii) also includes employees hired as replacements for leave of absence situations as provided for in this collective agreement regardless of the duration of the absence;

(iv) When a term employee works in any position that would otherwise be indeterminate for a period of twenty-four (24) months, said employee shall become indeterminate. The Corporation agrees not to frustrate the intent of this clause by creating any artificial breaks in service.

**ARTICLE 7
WORK IN THE BARGAINING UNIT**

Amend to read:

7.01 Work in the Bargaining Unit

Work normally and regularly done by an employee in the bargaining unit shall not be performed on a regular basis by ~~another Corporate~~ anyone employee outside the bargaining unit. ~~unless that work also forms a bona fide part of the duties of that employee.~~

**ARTICLE 9
INFORMATION**

Amend to read:

9.01 Employee Lists

The Corporation agrees to provide, on a semi-annual basis, within five (5) working days of January 1st and July 1st of each year:

(a) to the Local, a list of the name, classification and work location of each employee in the bargaining unit;

(b) to the National President of the Component, a complete set of approved organizational charts *including vacant positions*;

(c) to the National President of the Component, a list of bilingual positions by class, level and location.

9.06 Notification of Newly Appointed Employees

The Corporation shall provide the Local, within a period of fifteen (15) days, with the names, classification, position number and work location of newly appointed employees *in electronic format*.

9.07 Documentation to Union/Local

Whenever one of the events described in the notice of change in Union affiliation or status change form occurs, the Corporation agrees to provide, within a period of thirty (30) days, the Union and the Local concerned with copies of the form duly completed *in electronic format*.

ARTICLE 15 HEALTH AND SAFETY

Add new:

15.02 (b) (ix) Provide a workplace and workload that promotes and supports a healthy environment both physical and mental.

ARTICLE 24 SENIORITY

Amend to read:

24.06 Loss of Seniority

An employee shall forfeit her seniority in cases of:

(a) resignation or abandonment;

(b) discharge (dismissal);

~~(c) assignment, promotion, demotion, transfer, loan or appointment~~

~~outside the bargaining unit with the exception of those circumstances described in clause 24.09. If the employee returns to her former position within six (6) months, she shall be deemed to have continuous service for seniority purposes.~~

* tied to PSAC proposal on 24.08 (d)

24.08 No Accumulation of Seniority in these instances

Add new:

24.08 (d) Except under the circumstances described in Article 24.09, when an employee voluntarily moves to position outside the bargaining unit, the employee will cease to accumulate seniority after a period of 3 months until they return to a UPCE/PSAC bargained position. The Corporation will not frustrate this clause by creating an artificial break in service for members working outside the bargaining unit.

ARTICLE 25 HOURS OF WORK

Amend to read:

25.XX Paid Meal Periods

Employees shall be entitled to one-half (1/2) hours' pay for:

(a) each lunch period provided under 25.03.

(b) each meal period provided under 25.04 (a), 25.04 (b), 25.04 (c), 25.10 and 26.12.

ARTICLE 27 STAFFING

Amend to read:

27.02 Definitions

Add new:

(j) The lists referred to in (c), (d), (e), (f), and (i) above will be provided to each local on a quarterly basis.

Delete:

27.14 Position Occupancy Requirement

~~When an employee is in a position as a result of a voluntary movement, there shall be a minimum occupancy requirement of twelve (12) months prior to being considered for any new position. In the event that the employee is filling a temporary vacancy, then the minimum occupancy requirement shall be for the duration of the vacancy, inclusive of any extension(s), for a period of up to twelve (12) months. The minimum occupancy may be waived by the Corporation.~~

ARTICLE 28 JOB SECURITY

28.01 General

Delete:

~~(c)** The Corporation undertakes that as a result of positions being rendered surplus to requirements, there shall be no temporary or permanent lay-off of any employee (excluding term employees) hired on or after May 12, 2014 having attained more than ten (10) five (5) years of continuous employment with the Corporation at the time the positions in question became surplus, provided the employee agrees to be appointed or assigned to another position in accordance with this Article.~~

ARTICLE 31 PAY ADMINISTRATION

Amend to read:

31.04 Acting Pay

(a)* When an employee is required by the Corporation to substantially perform the duties of a higher classification level on an acting basis for a period of at least two (2) consecutive days, she shall be paid acting pay calculated from the date on which she commenced to act as if she had been appointed to that higher classification level for the period in which she acts. The pay increment date for an employee in receipt of acting pay shall be the increment date of the employee's substantive position. *June 3rd of each year.*

(b) An employee acting in a higher classification level shall be granted pay increments until such time as she reaches the maximum of her acting classification level.

~~(b)~~ (c) When a day designated as a paid holiday occurs during the qualifying period the holiday shall be considered as a day worked for purposes of the qualifying period.

31.07 Red Circling/Salary protection

Amend to read:

(b) Procedures

This shall apply to the incumbents of positions which will be or have been reclassified since December 13, 1981 to a group and/or level having a lower attainable maximum rate of pay.

Note: The term "*attainable maximum rate of pay*" means the maximum salary rate.

- (i) Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.
- (ii) ~~Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In respect to the pay of the incumbent this may be cited as Salary Protection Status and subject to Section (iii) (b) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level.~~

Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. This also apply to the pay of the incumbent, and be cited as Salary Protection Status. Employees whose salary is protected will continue to benefit from salary protection until such time as they are appointed or deployed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the reclassified position.

**ARTICLE 33
CALL-BACK PAY**

Amend to read:

33.01 Minimum Compensation

When an employee is recalled to a place of work and such recall has not been scheduled in advance, she shall be paid the greater of:

- (a) compensation equivalent to three (3) hours' pay at the applicable overtime rate,
- or
- (b) compensation at the applicable overtime rate, provided that the period of overtime worked by the employee is not contiguous to her scheduled working hours.

The provisions of this Article also apply to situations where an employee is recalled to work to act as a representative of the Local.

**ARTICLE 34
STANDBY**

Add new:

- 34.02** (a) Notwithstanding the above, operational requirements in certain departments warrant coverage of off-duty hours. The conditions outlined in clause 34.03 below apply to all positions on the list contained in Appendix "E" and shall be in full force and effect for the term of the collective agreement. If, as a result of operational or organizational change, modifications to the list in Appendix "E" are required, the Corporation undertakes to consult with the Alliance prior to modifying this list.
- (b) *Employees on the standby list shall maintain their regular hours of work as detailed in Article 25.03.*

**ARTICLE 35
TRAVELLING TIME**

In addition to the proposals below, PSAC reserves the right to introduce other proposals under this Article after review of the Corporation's Policy.

Amend to read:

35.02 Travel

(a) When an employee is required to travel outside her headquarters area on Corporation business, the time of departure and the means of such travel shall be determined by the Corporation and the employee shall be compensated for travel time in accordance with clauses 35.03 and 35.04. Travel time shall include time necessarily spent at each stop-over en route provided such stopover is not longer than three (3) hours.

(b) ~~**Applicable only to employees of the ENG designation**~~

With the exception of cases of emergencies, such as urgent operational requirements, the Corporation will provide employees with twenty-four (24) hours advance notice of travel.

(c) ~~**Applicable only to employees of the ENG designation**~~

Employees shall not be required to spend more than fifty percent (50%) of their time in a fiscal year in travel status and not more than one (1) month continuously without two (2) weeks at their headquarters area, without their consent.

(d) ~~**Applicable only to employees of the EL designation**~~

When, in the performance of her duties, an employee is required by the Corporation to travel by authorized means of transport, time necessarily spent by the employee in such travel shall be compensated for as time worked. Such traveling shall include time necessarily spent at each stop-over provided such stop-over is not longer than three (3) hours.

35.03 Compensation

For the purpose of clauses 35.02 and 35.04, the travelling time for which an employee shall be compensated is as follows:

(a) For travel by public transportation, the time between the regularly scheduled time of departure and the regularly scheduled time of arrival at a destination, including the normal travel time to the point of departure.

(b) For travel by private means of transportation, the normal time as determined by the Corporation to proceed from the employee's place of residence or work place, as applicable, direct to her destination and, upon her return direct back to her residence or work place.

(c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Corporation may authorize such alternate arrangements in which case compensation for travel time shall not exceed that which would have been payable under the Corporation's original determination.

35.04 Rates of Travel Time Compensation

If an employee is required to travel as set forth in clauses 35.02 and 35.03:

(a) (i) ~~On a normal working day on which she travels but does not work, the employee shall receive her regular pay for the day.~~

On a normal working day on which she travels and does not work at her headquarters area or at a work location, the employee shall receive her regular pay for the day. Travel time in excess of her normal working day shall be compensated at straight time.

~~(ii) **Applicable only to employees of the ENG designation**~~

~~On a normal working day on which she travels and does not work at her headquarters area or at a work location, the employee shall receive her regular pay for the day. Travel time in excess of her normal working day shall be compensated at straight time.~~

(b) On a normal working day on which she travels and works, the employee shall be paid:

(i) her regular pay for the day for a combined period of travel and work not exceeding her regularly scheduled hours for that day,

and

(ii) at the applicable overtime rate for additional travel time in excess of her regularly scheduled hours for that day.

~~(c) (i) On a day of rest or on a designated paid holiday the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of the number of hours normally scheduled for a regular working day for that employee. On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled.~~

~~(ii) **Applicable only to employees of the ENG designation**~~

~~On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled.~~

(d) Travel time shall be compensated in cash, except where upon request of an employee and with the approval of the Corporation, travel time shall be compensated by leave with pay. The duration of such leave shall be equal to the

travel time multiplied by the appropriate rate of payment and payment shall be based on the employee's hourly rate of pay in effect on the date immediately prior to the day on which the leave is taken.

(e) Compensatory leave with pay not used by the end of the fiscal year in which it is earned may be carried over to the next fiscal year and if not liquidated by the end of that fiscal year, then payment in cash will be made. Payment will be made at the employee's hourly rate of pay as calculated from the classification prescribed in the letter of appointment as of the end of the fiscal year.

35.05 Situations Where Travel Time Compensation Does Not Apply

Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars unless the employee is required to attend by the Corporation.

ARTICLE 37

HEALTH CARE, HOSPITAL INSURANCE AND DENTAL PLAN

In addition to the proposal(s) below, PSAC reserves the right to introduce other proposals under this Article after reviewing the plan texts of current coverage.

Amend to read:

37.07 Post-Retirement Health Care Benefits

~~(b) Until December 31, 2008, Subject to the other provisions of this Article, a retiree who has ten (10) years or more of continuous employment on the date of retirement shall be covered by the EHCP if she elects to receive these benefits within sixty (60) calendar days of the retirement or the date on which she starts to receive a deferred pension.~~

~~Effective January 1, 2009, subject to the other provisions of this Article, a retiree who has fifteen (15) years or more of continuous employment on the date of retirement shall be covered by the EHCP if she elects to receive these benefits within sixty (60) calendar days of the retirement or the date on which she elects to receive a deferred pension.~~

(c) Effective January 1, 2009, the retiree with less than ~~fifteen (15)~~ *ten (10)* years of continuous employment who is totally disabled and in receipt of a disability pension pursuant to the Canada Post Corporation Act or the Public Service Superannuation Act shall also be covered by the EHCP if an application is made as provided for in Clause (b) above.

**ARTICLE 39
DESIGNATED PAID HOLIDAYS**

39.01 Designated Holidays

Amend and renumber:

Subject to clause 39.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (x) *The next working day following New Year's Day*
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) ~~one~~ *two* additional days in each year that, in the opinion of the Corporation, ~~is~~ *are* recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, ~~in the opinion of the Corporation,~~ no such additional day ~~is~~ *are* recognized as a provincial or civic holiday, *the third (3rd) Monday in February and the first Monday in August,*

and

- (l) one additional day when proclaimed by an Act of Parliament as a National Holiday.

**ARTICLE 40
VACATION LEAVE**

Amend to read:

40.02 Credits

- (a) An employee shall, during the vacation year, earn vacation leave credits at the following rates for each calendar month during which she receives at least ten (10) days pay:
- (i) ~~Three (3) weeks~~ *Fifteen (15) days* per vacation year if she has completed less than seven (7) years of continuous employment;
 - (ii) ~~Four (4) weeks~~ *Twenty (20) days* per vacation year after she has completed seven (7) years of continuous employment;
 - (iii) ~~Five (5) weeks~~ *Twenty-five (25) days* per vacation year after she has completed fourteen (14) years of continuous employment;
 - (iv) ~~Six (6) weeks~~ *Thirty (30) days* per vacation year after she has completed twenty-one (21) years of continuous employment;
 - (v) ~~Seven (7) weeks~~ *Thirty-five (35) days* per vacation year after she has completed twenty-eight (28) years of continuous employment;
 - (vi) A full-time employee who is not entitled to receive pay for at least ten (10) days in each calendar month of a vacation year will earn vacation leave at one-twelfth (1/12) of the rate referred to in clause 40.02, for each calendar month for which she is entitled to receive pay for at least ten (10) days.

~~(b) Effective May 12, 2014, new employees shall, during the vacation year, earn vacation leave credits at the following rates for each calendar month during which she receives at least ten (10) days pay:~~

- ~~(i) Three (3) weeks per vacation year if she has completed less than ten (10) years of continuous employment;~~
- ~~(ii) Four (4) weeks per vacation year after she has completed ten (10) years of continuous employment;~~
- ~~(iii) Five (5) weeks per vacation year after she has completed eighteen (18) years of continuous employment;~~
- ~~(iv) Six (6) weeks per vacation year after she has completed twenty-eight (28) years of continuous employment;~~
- ~~(v) A full-time employee who is not entitled to receive pay for at least ten (10) days in each calendar month of a vacation year will earn vacation leave at one-twelfth (1/12) of the rate referred to in clause 40.02, for each calendar month for which she is entitled to receive pay for at least ten (10) days.~~

PSAC also proposes to delete Article 40.15 b)

40.05 Scheduling of Vacation Leave With Pay

PSAC reserves the right to introduce proposals regarding this Article following discussions with the Corporation regarding the current application of this Article.

ARTICLE 42 OTHER LEAVE WITH OR WITHOUT PAY

Amend to read:

42.02 Bereavement Leave With Pay

For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, grandparents, grandchildren, and any relative permanently residing in the employee's household or with whom the employee permanently resides.

(a) Duration of Leave

Where a member of an employee's immediate family dies, she shall be entitled to leave with pay for a period of up to ~~four (4) consecutive~~ *five (5) business days* which must include the day of the funeral for purposes relating to the bereavement. ~~Notwithstanding the foregoing, on reasonable notice to the Corporation, one of the four (4) days may be taken by the employee at a time that is not consecutive to others, when it is for religious or ceremonial purposes related to the death.~~ In addition, the employee may in addition, be granted up to three (3) days' leave for the purpose of travel related to the death.

(b) Other Relatives

An employee is entitled to ~~one (1) day's~~ *four (4) business days* bereavement leave with pay, for the purpose related to the death of the employee's son-in-law,

daughter-in-law, brother-in-law, or sister-in-law, *aunt, uncle, niece, nephew or grandparent-in-law.*

(c) Bereavement Leave Concurrent With Other Leave

If, during a period of compensatory leave, an employee is bereaved in circumstances under which she would have been eligible for bereavement leave with pay under paragraph (a) or (b) of this clause, she shall be granted bereavement leave with pay and her compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

(d) Extension of Leave

It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the authorized representative of Canada Post Corporation may, after considering the particular circumstances involved, grant leave with pay for a period greater than, and in a manner different from, that provided for in clause 42.02 (a) and (b).

42.11 Leave With Pay for Family-Related Responsibilities

PSAC reserves this right to introduce proposals under this Article pending discussions with the Corporation regarding Personal Days.

Personal Days

i) Each full-time employee will be allocated ~~seven (7)~~ *ten (10)* Personal Days on the first day of each fiscal year.

ii) Each part-time employee shall receive a pro-rated amount of Personal Days, to a maximum of ~~seven (7)~~ *ten (10)*, on the first day of each fiscal year, based on the percentage of full time hours that the employee is scheduled to work.

iii) Each Term employee shall receive a pro-rated amount of

Personal Days, to a maximum of ~~seven (7)~~ *ten (10)*, based on the length of their term of employment, and the percentage of full time hours that the employee is scheduled to work.

iv) If any employee begins their employment with Canada Post part way through the fiscal year, their Personal Days, to a maximum of ~~seven (7)~~ *ten (10)*, shall be pro-rated based on the number of days remaining in the fiscal year.

v) Any unused Personal Days or portion thereof remaining at the end of the fiscal year to a maximum of five (5) will be paid out to indeterminate employees and term employees of greater than six (6) months during the third (3rd) pay period of the following fiscal year. The amount of the payment will be based on the employee's salary as of the last day of the fiscal year. Indeterminate and term employees of greater than six (6) months have the option, on written request prior to the fiscal year ending, instead of the pay out, to carry over any Personal Days (or portion thereof) remaining at the end of the fiscal year, to a maximum of ~~five (5)~~ *ten (10)*, for use in the following fiscal year. An employee who has carried over Personal Days (or portion thereof) from the previous fiscal year may have those days paid out, if they remain unused at the end of the year, in addition to the maximum pay out of five (5) unused days as per the above paragraph.

~~For greater certainty, an employee may not have more than twelve Personal Days in any one fiscal year.~~

~~vi) An indeterminate employee must be employed by Canada Post on the last day of the fiscal year in order to be paid out for any unused Personal Days.~~

vii) For Term employees, any unused Personal Days remaining at the end of their term of employment will be paid out to the employee shortly after the end of their term of employment.

viii) For any employee who ends her employment with Canada Post during the fiscal year, any unused Personal Days as of her last day of employment will be paid out on a pro-rated basis, based on the amount of days that the employee has

been employed by Canada Post during the current fiscal year.

ix) All Personal Days will be credited and paid out in hours.

x) Any pay out for unused Personal Days will not be pensionable.

xi) If an employee, who is in a position which is not eligible for the Short Term Disability Program transfers into the bargaining unit, their sick leave bank will be frozen as of the date of transfer, and their allocation of Personal Days will be pro-rated based on the number of days remaining in the fiscal year.

xii) When an employee transfers in and out of the bargaining unit (including for reasons of termination of employment), her used and remaining Personal Days will be reconciled as per the terms of the Short Term Disability Program.

xiii) Personal Days can be used for leave with pay in situations such as casual sick days, medical appointments (for the employee or when accompanying family members), during the qualifying period under the Short Term Disability Program set out in Appendix U, or for other such personal needs.

xiv) Other than in urgent situations (e.g. accidents, unexpected illness), an employee wishing to use a personal day shall notify her team leader at least three (3) days in advance.

xv) Request for non-urgent personal days shall be approved subject to operational requirements.

42.15 Injury-on-duty Leave With Pay

~~As of May 12, 2014, an employee shall receive seventy percent (70%) of her pay when she is incapacitated and unable to report to work as scheduled as a result of an injury that is pending a decision of a Provincial Worker's Compensation Board.~~

An employee shall be granted injury-on-duty leave at ~~seventy-five percent (75%) of her pay~~ *with pay* for the period of time, approved by a Provincial Worker's Compensation Board, that she is unable to perform her duties because of:

(a) personal injury accidentally received in the performance of her

duties and not caused by the employee's willful misconduct,
or

(b) an industrial illness or a disease arising out of and in the course of
her employment,
or

(c) over-exposure to radioactivity, or other hazardous conditions in the
course of her employment,

if the employee agrees to pay to the Canada Post Corporation any
amount received by her for loss of wages in settlement of any claim she may
have in respect of such injury, sickness or exposure.

~~Once approved for injury on duty leave, the Corporation will
maintain the employee's regular wages during the leave period, subject to the
availability of top-up credits as defined in Appendix "U" Article III item 5.~~

Add new:

42.22 Volunteer leave

*Each employee shall be entitled to one (1) day per year of leave with pay for the
purpose of volunteering for a non-profit organization. This leave may be divided
into two (2) half day occurrences.*

ARTICLE 43 SICK LEAVE WITH PAY/SHORT TERM DISABILITY PROGRAM

PSAC reserves the right to introduce proposals regarding this Article.

ARTICLE 52 REGISTRATION FEES

Amend to read:

~~**Applicable only to Employees of the AS, CS, EG-ESS, ENG, FI
Designations**~~

52.01 Reimbursement

(a)* The Corporation shall reimburse an employee for her payment of
membership or registration fees to an organization or governing
body when the payment of such fees is a requirement for the
continuation of the performance of the duties of her position.

(b)** A surplus employee may be reimbursed, through Appendix "M", for
her payment of membership or registration fees to an organization

or governing body when the payment of such fees was a requirement for the continuation of the performance of the duties of the position from which she was declared surplus.

APPENDIX "A" RATES OF PAY

Reserve on Rates of Pay. PSAC also wishes to discuss changing reference to 'ENG' to 'T'.

APPENDIX "AA" RATES OF PAY

Reserve on rates of pay. PSAC wishes to propose the creation of a separate classification and level for Volume Counters.

Note: Create one step salary level using A1 scale on p133 of current CA.

APPENDIX "C"

Bilingual Bonus

PSAC reserves the right to introduce proposals regarding bilingual bonus pending review of the Corporation's current policy.

APPENDIX K CORPORATE TEAM INCENTIVE AND INDIVIDUAL PERFORMANCE INCENTIVE

PSAC wishes to discuss this Article and reserves the right to introduce proposals.

APPENDIX "U" MEMORANDUM OF UNDERSTANDING

**BETWEEN
THE CANADA POST CORPORATION
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA / UNION OF
POSTAL COMMUNICATIONS EMPLOYEES
CONCERNING A SHORT TERM DISABILITY PROGRAM**

PSAC reserves the right to introduce proposals regarding this Article.

PENSIONS

PSAC reserves the right to introduce pension proposals after receiving information on the Corporation's existing pension plan(s).

NEW LOU – DOMESTIC VIOLENCE

As per its obligations under the CLC Part II, section XX, and section 17.06 of the agreement, the Corporation recognizes that workplace violence can stem from incidents of domestic violence.

The Corporation and the Bargaining Agent recognize that violence includes incidents of domestic violence entering the workplace. Domestic violence is any form of violence between intimate partners. The violence can be physical, sexual, emotional, or psychological abuse, including financial control, stalking and harassment. It occurs between mixed or same sex intimate partners, who may or may not be married, common law, or living together. It can also continue to happen after a relationship has ended. It can be a single act of violence, or a number of acts that form a pattern of abuse.

Should employees experience incidents of domestic violence which could affect the employee's presence and/or performance in the workplace, employees are encouraged to notify their supervisors and/or managers as soon as possible. Managers and supervisors are encouraged to offer measures of support and provide assistance where possible, such as referral to community services, and the Corporation's EAP program.

The Corporation may grant the Employee access to their leave provisions in situations of Domestic Violence, in addition, employees are encouraged to seek a leave of absence without pay as needed to deal with matters related to domestic violence, and subject to operational requirements, such requests will not be unreasonably withheld.

Requests submitted under the terms of this Letter will be treated as confidential by the Corporation.

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer and the bargaining agent agree that an employee's culpability in relation to performance issues or potential misconduct may be mitigated if the employee is dealing with an abusive or violent situation and the misconduct or performance issue can be linked to that abusive or violent situation.

This LOU shall not form part of the Collective Agreement.

DISCUSSION ITEMS (Proposals may follow)

1. Recognition of service with the Corporation with respect to grand-fathered clauses.
2. Volume counters – accumulation of service.
3. Seniority tie breaker
4. Scent Free Policy
5. Amend wording in French CA from Appendice to Annexe (Appendices are usually written by original authors whereas annexes can be written by an outside party)
6. Employee Parking
7. Onsite Daycare
8. Quiet Rooms
9. Application of Article 31.04 - Calculation of Acting Pay