

Modifications ENG – CA APS 2016-2020

Article 4 – Interpretation and Definitions

4.1.8 Temporary Employee

Refers to any person, full-time or part-time, who is hired to cover a temporary need, such as to carry out a specific project, or to replace a regular employee on temporary leave. This period shall not exceed twelve (12) months without prior discussion with APS, **except in the case of a long-term disability, when it shall not exceed twenty-four (24) months.**

4.1.12 Consultants (NEW)

The Corporation shall check the feasibility of assigning the work to current APS employees before it considers hiring outside consultants.

Article 5 – Managing the Relationship

5.2.1

a) Regular National Joint Committee meetings will be held, at a minimum of once every **four (4) months.** It will be a forum where information can be shared and typical issues discussed including but not limited to grievances and other labour relation activities or initiatives which may impact the Association or its members.

d) Prior to commencing annual salary review research, the parties will meet to identify areas of mutual concern. **Notice of meeting shall be sent to the Association at least ten (10) days before the scheduled date.** A further meeting will be held once the salary program for the year has been established. Issues arising from the application of the program (including but not limited to rating and salary), both on an overall and individual basis, may be addressed through the National Joint Committee.

5.3.2

In the adjudication of any grievance brought in connection with a Human Resources policy which does not form part of this Agreement, the arbitrator's jurisdiction will be limited to determining whether the Corporation, in its application of the policy, has acted in bad faith or **substantially violated its provisions.**

Article 7– Access to Corporation Premises

7.3

The Association will not use the Corporation facilities, such as internal mail distribution, electronic mail systems, telephones, or duplicating equipment to communicate with its members. **With regards to mass electronic communications generated by third parties on behalf of the Association, approval is required by the Corporation to ensure delivery.**

Article 9– Interpretation and Definitions (Release for Union Activities)

9.3

Subject to operational requirements, the Corporation will release, without loss of pay or leave credit, properly accredited Association representatives to attend grievance meetings, including arbitration hearings, or negotiation between the Corporation and the Association, for the day(s) of the meeting or hearing. It is understood that the Corporation will not release more than one (1) Association representative, plus the grievor, for the purpose of participating in a local grievance consultation, more than two (2) Association representatives, plus the grievor, for an arbitration, nor more than **five (5)** Association representatives for the purpose of attending National Joint Committee meetings or negotiations. Requests for releases under this Article 9.3 must be submitted in writing or by electronic mail to the employee`s supervisor with a copy to the appropriate Industrial Relations Service at least seven (7) working days prior to the commencement of the meeting or the hearing.

Article 10 – Performance Review and Appraisal

10.2

For the purposes of performance management, the following criteria are applied:

1. **Objectives will be aligned with those of the Corporation. The manager and employee will meet to discuss and establish objectives at the beginning of the performance management process based on business and operational needs, which may be adjusted throughout the cycle if necessary.**
2. The Corporation will ensure that employees understand objectives. **Objectives will be documented in the performance management tool.**
3. The employee will have the opportunity to discuss his performance with his supervisor during the current cycle **and provide their feedback in the performance management tool.**

Article 16 – Workforce Adjustment and Layoff

16.1.

The parties agree that Appendix “D” entitled Workforce Adjustment herein form part of this Agreement and is clarified by the provisions outlined below.

When workforce adjustments are required, the management team in consultation with People and Culture will jointly work to develop plans with the objective of maximizing the operating requirements and minimizing the impact on employees.

Prior to issuing a redundancy notification, the Corporation will first review opportunities to reassign impacted employees. The Corporation will share these overall plans with APS through a special meeting with the National Joint Committee, with the intention of minimizing the need to declare redundancies.

16.2 (old 16.1.2)

Where there are groups of similar jobs in a **Department** and some jobs are to be eliminated, the Corporation will retain those employees who are best suited, in terms of skills and abilities, to meet the operating requirements of the unit after the workforce adjustment.

Where two or more employees are considered equal in terms of the skills and abilities required for the job, the more senior will be retained. When two or more employees are not considered equal in terms of the skills and abilities required for the job and the Corporation intends to retain a more junior employee, the Corporation will, prior to issuing the redundancy notice in question, provide notice to the Association of its intention.

To assess individuals, the Corporation will use the performance management process specified in Article 10 and will consider, at least, the last 3 complete evaluation cycles **on record at the time of their layoff**, as well as criteria necessary and related to the job to be filled.

16.3. (old 16.1.2) NOTIFICATION TO EMPLOYEES AND NOTICE PAY

The Corporation will provide the Association with a copy of each redundancy notice within a reasonable time before it is issued, the latest being 48 hours before delivery to the concerned member(s) with the understanding that the parties will proceed in full confidentiality.

When possible, the Association will be given an opportunity to meet with departing employees prior to their departure. Departing employees will be provided with contact information for their APS representative.

16.4.

A Workforce Adjustment Committee will be established at the local and national level, with the approval of both parties, and will include representatives from both management and the Association.

16.4.1

The role of the committee is to manage the process efficiently, ensuring that both operational requirements and impact on employees are taken into consideration.

The following redeployment process will be applied assuming the permanent employee affected by workforce adjustments has the relevant skills and abilities.

The Committee will review vacant positions, probationary employees, temporary employees and contract employees per article 16.8.

The Committee is responsible for identifying redeployment opportunities for the employees impacted. Once opportunities have been identified, the Committee will consult with the direct manager, for whom the opportunity has been identified, to fully understand the skills and abilities required for this position.

If it is determined that the candidate has the relevant skills and abilities to perform the duties they will be invited for an interview.

Employees who express interest but do not have the relevant skills and abilities will not be invited to be interviewed. Employees who meet the main core competencies, and based on the committee's recommendation will require a familiarization period not exceeding three months (3), will be invited to an interview.

16.4.2

The parties' obligation to schedule a Workforce Adjustment Committee meeting is triggered by the Corporation's provision of the redundancy notice under Article 16.3. As long as there are employees laidoff, the Committee will continue to meet on a monthly basis **or a weekly basis, in the case of more than three (3) affected members.**

16.5

If, in the opinion of the Workforce Adjustment Committee, a permanent employee affected by the workforce adjustment has the relevant skills and abilities to perform the duties of any vacant job the affected permanent employee will be interviewed and **given greater consideration to fill the vacant position.**

16.5.1

In all cases the Corporation will consider the skills and abilities of the laidoff employee before hiring from outside. To qualify for preferential re-engagement, an employee must have been employed in the same affiliation as the available vacancy and must not have been laid-off for longer than twelve (12) months. Preferential re-engagement shall normally relate to the location in which the layoff occurred but should work become available at another CBC/Radio-Canada location, the Corporation may offer such employment to laid-off employees. Should employees accept the transfer, they are required to report at their own expense. APS members having been re-engaged to an APS position requiring different occupational skills and abilities will be granted a **three (3) month trial/ familiarization** period in accordance with the provisions of Appendix "D" Workforce Adjustment and of Appendix "E" Procedures for Workforce Adjustment.

16.6

If, in the opinion of the Workforce Adjustment Committee, a permanent employee affected by the workforce adjustment is qualified in terms of skills and abilities to perform the duties of a job occupied by a probationary employee, the affected permanent employee will be offered the position. Should the affected permanent employee accept the position, the probationary employee will be released with one (1) month's written notice or pay in lieu of paid notice.

16.7

If, in the opinion of the Workforce Adjustment Committee, a permanent employee affected by the workforce adjustment is qualified in terms of skills and abilities, to perform the duties of a job occupied by a temporary employee, the affected permanent employee will be offered the temporary assignment. Should the affected permanent employee accept the temporary assignment, the temporary employee will be displaced.

16.8

The parties agree on the following as it relates to contractual employees/positions who will not be impacted or included in the workforce adjustment (WFA) process:

a) Contractual employees with less than four (4) continuous years of service will not be impacted by the WFA process. Contractual employees who have completed three (3) continuous years of service will be offered an opportunity to convert to permanent status. Employees who opt to remain contractual may be displaced during a WFA process, other than provided for in Article 16.8 b) and c).

b) Contractual employees working solely on a special project, where a project start and end date has been identified, will not be included in the WFA process.

c) Contractual employees who are performing specialty roles/tasks or possess a skill or ability in short supply in the job market and as determined by the Corporation will not be impacted during a WFA process.

d) Specialty roles and special projects will not account for more than 60 employees. The Corporation will provide annually the list by April 1st of each year.

e) At the time of a WFA, the committee will review employees in contract positions to determine if they are to be included in the WFA process or not.

16.9.

If no position at the current pay band is available, the Corporation, through the Workforce Adjustment Committee, will offer an affected permanent employee redeployment to a vacant position at a lower pay band for which they are qualified in terms of skills and abilities, where such is available and the employee is agreeable. In such cases, if the employee's salary is above the pay range for the position in question, it will be maintained as a "controlled salary", except that the Corporation is not obliged to maintain a "controlled salary" higher than one **full pay band** above the level of the vacant job in question.

16.10.

If, in the course of a workforce adjustment, an affected permanent employee is offered and accepts a position at another CBC location, the Corporation will provide the following financial assistance with respect to the move:

- a house-hunting trip of up to five (5) days for the employee and spouse;
- cost of removal of household effects to the new location; and
- cost of transportation for employee and family to the new location.

Except by agreement of the parties, the total of the above assistance will not exceed **eleven thousand dollars (\$11,000)**.

Article 17 – Technological Change

17.4.1

When as a result of technological change, the Corporation determines that an employee requires new skills or knowledge in order to perform the duties of his substantive position, the Corporation **must take** every reasonable effort to provide the necessary training at no cost to the employee.

Article 18 – Organization of Work

18.2.1

Employees who are on-call are those individuals assigned by the Corporation in writing to remain available, while outside the workplace, to answer calls when they have completed their shift.

A written confirmation of “on call” status will be provided to each affected employee by their immediate supervisor, stating the duration the employee will be considered, “on call”.

Employees who are on-call must be reachable by phone at all times to answer calls and once contacted, employees must be operational within one (1) hour, or as mutually agreed to with the manager. If the issue cannot be addressed remotely, the employee must be able to travel to the Corporation’s facilities within one (1) hour or as mutually agreed to with the manager.

On-call employees will receive a minimum of three (3) hours regular pay when required to work. All hours worked beyond the three (3) hours minimum will immediately be compensated at a rate of 1.5 times the hourly rate or banked as equivalent time off and this time worked will not count towards the 520 hours calculated quarterly. -Additional calls received within the three (3) hours period will not attract additional payment. Employees who are “on call” assignments will be paid a minimum of three (3) hours, same as the employees who are called back.

Effective January 1, 2017, employees who are on call will be paid \$2.00 per hour to a maximum of **\$10,000** gross annually.

For “on-call” employees, who are required to return to the office, employees may apply for reimbursement for costs incurred, as per the existing Corporate policies and in agreement with their manager.

18.3.1

If an operational requirement forces an employee to exceed the normal hours of work set out in Article 18.2., for a period of four (4) weeks, excluding statutory holidays which are dealt with in Article 18.4, the employee may bring the circumstances to the attention of his supervisor **in writing**. The supervisor will review the situation and, if necessary, take one or more of the following steps to bring the workload more closely in line with agreed norms:

- a) modify the assignment;
- b) provide coaching, training or other support;
- c) assign additional resources.

In addition, with respect to any hours worked which are not dealt with under Article 18.4, the supervisor will ensure that agreed norms are respected by:

- d) providing equivalent time off within or after the averaging period;
- e) providing additional compensation at the rate of 1.5 hours’ pay for each hour worked in excess of 520 hours in the quarter (13 weeks). The hourly rate to be used for this purpose will be based on the employee’s normal work week; or
- f) providing a combination of d) and e) above.

g) Request for authorized absences with pay is the sole responsibility of concerned employees.

Article 19 – Grievance and Arbitration Procedure

19.5 Step 2 (Grievance at National level)

19.5.1.

Where the grievance is not resolved at Step 1, the Association will request, not later than twenty (20) calendar days following the meeting described at Article 19.4.1., that the grievance be discussed at the next scheduled National Joint Committee meeting. The Association's request must be provided in writing to the Director of Industrial Relations Service, with a copy to the appropriate Department Head.

The Director(s) of Industrial Relations will provide the Association with one Industrial Relations contact to deal with Association matters.

19.7.

In the case of an employee's layoff or discharge from employment, the matter may be referred directly to Step 2 of the grievance procedure as provided in Article 19.5. The grievance must be submitted in writing within **twenty (20) business days** of the occurrence on which the grievance is based.

Article 23 – Effective Date and Duration

23.1.

Prior to the expiration of this Agreement either party may within a period of six (6) months immediately preceding the date of expiration, by written notice, require the other party of the Collective Agreement to commence collective bargaining for the purpose of renewing or revising the Collective Agreement or entering into a new Collective Agreement. Unless notice is given to the contrary, this Agreement shall be effective from **July 1, 2016, and remain in force until March 31, 2020.**

23.2.

If neither party gives notice in accordance with clause 23.1 above to terminate or renegotiate a new agreement, this agreement shall be considered automatically renewed for a further two (2) year period and year to year thereafter until the provisions of clause 23.1 have been satisfied.

23.3.

The Parties agree that this is a living agreement and can be amended during the life of the agreement subject to appropriate ratification by both parties.

Appendix A – Employment Contract (For Contract Employees)

11. Renewal, Non-renewal or Termination of Contract

(a) Just Cause Termination Where it has just cause to do so, the CBC may terminate this Contract prior to its date of expiry, with no notice or termination pay to the Employee. By way of illustration but not limitation, the CBC may have just cause to terminate this Contract without notice where the Employee has conducted himself/herself in a manner which damages the good name and reputation of the CBC or where the Employee has violated the CBC Code of Conduct.

(b) Employee's Contract or Service is less than One (1) Year If the term of this Contract is less than one (1) year or the Employee's continuous service with the CBC is less than one (1) year, the CBC must provide the Employee no less than fifteen (15) calendar days' written notice of its intention to renew the Contract, to allow the Contract to lapse (i.e. a non-renewal), or to terminate the Contract, without cause, during its term. An employee provided notice under this clause 11(b) is entitled neither to any payments under clause 11(d) nor to any rights under Article 16 of the Collective Agreement (including but not limited to any rights under the CBC's Workforce Adjustment Policy).

(c) Employee's Contract or Service is more than One (1) Year

(i) More than One (1) Year but Less than Four (4) Years

Where the Employee has more than one (1) year but fewer than **four (4)** years of continuous service with the CBC, the CBC must notify the Employee, in writing, regarding its intention to renew the Contract or allow it to lapse. Such notification must be provided to the Employee sixty (60) calendar days prior to the expiry of the Contract. Where it chooses to terminate the Contract without cause during its term, the CBC must provide the Employee **sixty (60)** calendar days' written notice.

(ii) More than Four (4) Years but less than ten (10) Years

Where the Employee has more than **four (4) years but less than ten (10) years'** continuous service with the CBC, the CBC must notify the Employee, in writing, regarding its intention to renew the Contract or allow it to lapse. Such notification must be provided to the Employee ninety (90) calendar days prior to the expiry of the Contract. Where it chooses to terminate the Contract without cause during its term, the CBC must provide the Employee **ninety (90)** calendar days' written notice.

(iii) More than Ten (10) Years

Where the Employee has more than ten (10) years' continuous service with the CBC, the CBC must notify the Employee, in writing, regarding its intention to renew the Contract or allow it to lapse. Such notification must be provided to the Employee one hundred and twenty (120) calendar days prior to the expiry of the Contract. Where it chooses to terminate the Contract without cause during its term, the CBC must provide the Employee **one hundred and twenty (120) calendar days' written notice.**

(d) Employee with More than Four (4) Years' Continuous Service:

Budget Reductions and/or Lack of Work Where, as a result of budget reductions or changes in its operating plans which result in a lack of work for the Employee, the CBC terminates this Contract during its term or chooses not to renew the Contract AND the Employee has **four (4)** or more years' continuous service with the CBC, the Employee shall be entitled to the following: **two (2)** months' written notice of termination or non-renewal of the Contract, plus one week's pay for each **six (6)** months of service with the CBC (or major portion thereof), to a maximum of seventy-eight (78) weeks ("termination pay"). An employee provided notice under this clause 11(d) is entitled neither to any other notice set out under this clause 11 nor to any other rights under Article 16 of the Collective Agreement (including but not limited to any further rights under the CBC's Workforce Adjustment Policy).

Appendix G – Salary Review

General principles of the annual review program for APS members will be based on the “Salary Review Guidelines” produced by the Corporation each year **which will be communicated to employees on an annual basis as part of the annual salary review process.**

1) The value of the annual salary review budget will be no less than 1.5% or will follow the annual salary budget for management and confidential employees.

2) The Corporation will provide a discretionary budget to be used on a priority basis for employees whose salaries are in the Entry Zone – or, in some cases, in the Reference Zone – and below the mid-point of their pay band, and who are performing well in their role, for a maximum annual spend of 0.7%.

3) Employees with sustained performance will progress to the mid-point of the Reference Zone, in the same pay band, by the start of the 8th year.

4) The overall budget for each year will be no less than the combined budgets referenced in points 1) and 2). If there is a change in 1) the salary matrix will be re-calculated as required.

5) The Parties acknowledge that the Corporation provided a discretionary budget for the June 2016 salary review of 0.8%.

6) Discretionary (e.g. promotional) increases will occur outside of the annual salary review budget as per the policy on Compensation.

7) In addition, a 0.1% will be allocated to the Health Care Fund for the duration of the existing May 22, 2009, CCSB MOA related to Surplus Sharing.