

**NATIONAL ARTS CENTRE**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE NATIONAL ARTS CENTRE CORPORATION**

**AND**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**LOCAL 70291 - PROPERTY MANAGEMENT  
AND PARKING SERVICES**

**JANUARY 1<sup>st</sup>, 1999 to DECEMBER 31, 2003**

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THIS COLLECTIVE AGREEMENT made in duplicate in the City of Ottawa, Regional Municipality of Ottawa-Carleton, Province of Ontario, this 12<sup>th</sup> day of Feb in the Year 2000.

BETWEEN: THE NATIONAL ARTS CENTRE CORPORATION having its head office and business offices in the City of Ottawa, Province of Ontario, Canada

- and - THE PUBLIC SERVICE ALLIANCE OF CANADA

- for the - Property Management and Parking Services Unit.

ARTICLE 1 -THE PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Corporation, the employees and the Alliance, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.02 The parties of this Agreement share a desire to Improve the quality of services rendered by the Corporation and to increase the productivity of the employees to the end that the people of Canada will be well and efficiently served. Accordingly, the parties are **determined** to establish, within the framework provided by law. an effective working relationship at all

levels in which members of the bargaining unit are employed.

1.03 The parties to this Collective Agreement are subject to the provisions of the Canada Labour Code.

## ARTICLE 2 - INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- a) "Alliance" means the Public Service Alliance of Canada;
- b) "Bargaining unit" means the employees of the employer as described in Clause 4.01;
- c) a "Common-Law **spouse/partner**" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person of the same or opposite sex, publicly represented that person to be his/her spouse/partner and continues to live with that person as if that person was his/her spouse/partner;
- d) "Compensatory leave" means leave with pay in lieu of cash payment. The duration of such leave will be equal to the time worked multiplied by the applicable rate of pay. The rate of pay to which an employee is entitled during such leave shall be the employee's hourly rate of pay on the **working day immediately** prior to the day on which leave is taken;

- e) "**Continuing** employee" means an employee engaged for an **indefinite** period of time which is expected to extend beyond a period of six **(6)** months;
- f) continuous service (for the purpose of **computing** Superannuation, Severance Pay) includes prior service with the Federal Public Service, Canadian Armed Forces, Crown Corporations and Agencies (provided such service was rendered within one month prior to appointment **with** the Corporation), service with the Corporation. including leave of absence with pay, and unpaid leave not exceeding thirty **(30)** days;
- g) "**Corporation**" means the National Arts Centre Corporation
- h) "daily rate of pay" means an employee's weekly rate of pay divided by five **(5)**;
- i) "day of rest" in relation to an employee means a day other than a designated paid holiday on which that employee is not ordinarily required to perform **job duties** other than by reason of **being** on leave or absent from duty without permission;
- j) "**designated paid holiday**" means the twenty-four hour period commencing at 00:00 hrs of a day designated as a paid **holiday** in this Agreement,
- k) "double time" means two **(2)** times the **straight-time** rate.



- l) "emergency" means a sudden state of danger. or a condition needing immediate treatment;
- m) "**Employee**" means a person who is a member of the bargaining unit;
- n) "Employer" means the National Arts Centre Corporation and includes any person delegated to exercise the authority of the National Arts Centre Corporation:
- o) "fiscal year" means the period of time from September **1st** in one year to August **31st** inclusive in the following year;
- p) "hourly rate of pay" for a Property Management employee means the weekly rate of pay divided by forty;
- q) "lay-off" means an employee whose employment has been terminated because of lack of work or because of the **discontinuance** of a function;
- r) "leave" means permission to be absent from duty;
- s) "part-time employee" means an employee who is scheduled to work on a regular basis fewer hours than a full-time employee;
- t) service (for purposes of **Article 20 - Vacation Leave**) Includes: **prior** service with the Federal Public Service, **Canadian** Armed Forces, Crown Corporations or Agencies, **service** at the Corporation. including leave of absence with pay and unpaid leave not exceeding thirty (**30**) days,

subject to **provision** of acceptable documentary evidence;

- u) "straight-time rate" means the hourly rate of pay.
- v) "temporary employee" means an employee who is engaged for a **limited** period not to exceed six (6) months unless to replace an employee on **long-term** leave of absence or unless an extension has been agreed to by the Alliance. A temporary employee shall receive the same benefits as a part-time employee, except on completion of a six month engagement of **full-time** employment: the temporary employee that continues to work on a full-time basis shall receive benefits as described in Articles 20, 21, 22.01 and 32. No work in the **bargaining** unit shall be performed by an employee on an **occasional** basis.
- w) "time and one-half" means one and one-half (1 1/2) times the straight-time rate,
- x) "weekly rate of pay" for a Property Management employee means the hourly rate of pay multiplied by 40 or the annual rate of pay divided by 52.176.

### ARTICLE 3 -APPLICATION

- 3.01 The **provisions** of this Agreement apply to the Alliance, the employees, and the Employer.
- 3.02 The **parties** have agreed to avoid references to specific gender in clauses which could apply to both genders by using the plural to replace the singular. masculine or **feminine**. Therefore the plural shall be

considered as the singular where the **context** of the party or parties hereto so require.

- 3.03 Both the English and French texts of this Agreement shall be official.
- 3.04 The Employer agrees to provide each employee with a copy of the Collective Agreement in the official language of his choice within ten (10) weeks of the signing of the Agreement. The Employer agrees to provide a copy of the Collective Agreement, in both official languages, to Local 70291. The Employer agrees to provide to new employees a copy of the Collective Agreement in the official language of their choice within the first two (2) weeks of their employment.

The Employer agrees to provide to the **Alliance** twenty-five (25) extra copies of the Collective Agreement within ten (10) weeks of the signing of the Agreement.

3.05 Bargaining Unit Work

- a) No person shall perform duties normally done on a regular **basis** by an employee of the bargaining unit
- b) Managers shall not perform **jobs** in the bargaining unit except in case of an emergency or for the purpose of **training** an employee.

#### ARTICLE 4 - RECOGNITION

- 4.01 The Employer **recognizes** the Alliance as the sole and exclusive bargaining agent for a group of employees described in the certificate issued by the Canada Labour Relations Board on the **23rd** of November **1983**, **as**: "all employees of the Property Management Department and Parking Services, excluding office staff, draftspersons, Supervisor General Maintenance Services. Property Management Foreman, Project Coordinator. Evening Manager Parking Services, Night Manager Parking Services, Assistant and Assistant to Property Management Director, and those above".
- 4.02 All general correspondence between the parties, except for matters directly related to negotiations, shall be between the Employer and the President of the National Component Local **No.7029**].

#### ARTICLE 5 • ALLIANCE ACTIVITY. STEWARDS AND COMMITTEE

- 5.01 It is agreed that there shall be no discrimination by the **Corporation** against any employees because of their affiliation with the Alliance. It is further agreed that there shall be no solicitation of members or other Alliance **activity during** working hours except as provided in this Agreement.
- 5.02 The Employer may, at its discretion and upon receipt of a written request, provide the employees with a meeting space for matters directly relating to their employment.

- 5.03 a) The Employer agrees to provide Local No. **70291** with a local on its premises in a convenient location.
- 5.03 b) The employer agrees to introduce newly hired employees, members of the bargaining unit to the President of Local **70291** or his alternate as soon as possible after the hiring date. The employer will introduce during the life of the collective agreement an **orientation** program for new employees. The employer will engage in meaningful consultation with the Alliance concerning its participation and **involvement** in the program.
- 5.04 The Alliance may choose three **(3)** stewards, one from each of the General Maintenance, General Trades and Parking Services staffs, to assist in processing grievances as outlined under the Grievance Procedure, and to otherwise represent the Alliance. A **designated** alternate steward may act on behalf of a steward who is absent.
- 5.05 a) The Corporation shall **recognize** a bargaining committee of not more than five **(5)** persons, two **(2)** of whom shall be representatives from the Alliance's **office** and three **(3)** of whom shall be employees (one **(1)** from General Maintenance, one **(1)** from General Trades and one **(1)** from Parking Services).
- b) The Alliance shall **recognize** a bargaining **committee** of not more than five **(5)** Corporation **representatives**.
- c) Each **side** may have consultants and observers present **during** bargaining.

- d) The employees involved shall participate on their own time and compensation for such **time** may be granted at the discretion of the Employer.
- 5.06 The Corporation shall be notified on the signing of the Agreement and subsequently every three **(3)** months in **writing** by the proper officials of the Alliance of the names of the Executive, the stewards, and the designated alternate stewards The Alliance shall notify the Corporation of the members of the bargaining committee upon giving notice to bargain
- 5.07 If it is necessary to leave their place of work to **investigate** complaints of an urgent nature or to attend meetings, or **grievance hearings** with the Employer to represent the Alliance. local elected officials shall **obtain the permission** of their director, or such person as the director has designated. before leaving and report back upon returning. The Corporation agrees to allow reasonable time for such purpose.

#### ARTICLE 6 -MANAGEMENT RIGHTS

- 6.01 All the functions, **rights**, powers and authorities which the Corporation has not specifically abridged. deleted or modified by this Agreement are **recognized** by the Alliance as **being** retained by the Corporation.
- 6.02 The Alliance **recognizes** that the management of the National Arts Centre. the control of its properties and the **maintenance** of order on its premises. are solely the **responsibility** of the Centre
- 6.03 The Corporation shall not exercise its **rights** to direct

the working forces in a discriminatory manner. Nor shall those rights be used in a manner which would deprive present employees of their employment, unless through just cause.

- 6.04 There shall be no **organized** Alliance activity on Corporation premises without the written authority of the responsible Director of Human Resources. Such permission shall not be unreasonably denied.

ARTICLE 7 - CHECK-OFF

- 7.01 All employees within the bargaining unit shall be required to pay to the Alliance, through payroll deduction, a sum of money equivalent to the membership dues of the Union. The foregoing will not apply to employees who satisfy the Employer to the extent that they declare in an affidavit that they are members of a religious **organization** whose **doctrine** prevents them, as a matter of conscience, from **making** financial contributions to an employee **organization** and they will make contributions to a charitable **organization** equal to dues, provided that the affidavit **submitted** by the employee identifies the religious **organization** and the affidavit is countersigned by an official representative of the religious **organization** involved.
- 7.02 The Corporation shall remit monthly to the **Alliance** the sums deducted in accordance with Article 7.01 and two (2) **copies** of a written statement showing the names of the employees from whom the deductions were made and the amount of each deduction, plus the **Alliance** membership number

- 7.03 A form **authorizing** the Corporation to deduct Alliance dues from wages will be signed by all employees. A copy of each signed form will be forwarded to the Alliance on the following deduction date. A copy of said form is attached as Appendix "B".
- 7.04 All employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Alliance **according** to the Constitution and By Laws of the Alliance and shall be so informed by the Employer upon commencement of employment.

#### ARTICLE 8 - NO CESSATION OF WORK

- 8 01 In view of the orderly procedure for the settlement of complaints and grievances as established herein, the Employer shall not close the place of employment, suspend work or refuse to continue to employ a number of employees in order to compel its employees or to aid another employer to compel its employees to agree to terms and conditions of employment and the Alliance agrees that there shall be no cessation of work or refusal to work or continue to work by the employees in combination or in concert or ~~in~~ accordance with a common understanding nor shall there be any slow down of work or other concerted activity on, the part of the employees in relation to their work that is designed to restrict or limit output during the ~~period in~~ which this Agreement is in force



## ARTICLE 9 - GRIEVANCE PROCEDURE

### General

- 9.01 A grievance **shall** not be deemed to be invalid by reason only that it is not in accordance with the bilingual form supplied by the Employer.
- 9.02 a) The **time** limits presented in this Article may be extended by mutual consent of the parties. Such requests and responses shall be confirmed in writing.
- b) Any grievance, for which a written response has not been given by the Employer within the time limits, may be processed in writing to the next stage, within the time limits stipulated for filing to the next stage.
- 9.03 A grievance may be presented by employees on **their** own behalf or on behalf of themselves and one or more other employees.
- 9.04 a) All grievances for employees in the Parking **Services** area shall be submitted to the Parking **Services** Director or designate at each stage of the grievance procedure.
- b) All grievances for employees in the Property Management area shall be submitted to the Property Management Director or designate at each stage of the grievance procedure
- c) The **designated** manager shall be responsible for **forwarding** the grievance to the appropriate

Employer's representative **authorized** to deal with the grievance as well as for providing the **grievor**, the Local President and the Steward, if applicable, with a dated, numbered and signed copy of the grievance.

- 9.05 For the purpose of this Article, days shall exclude Saturdays, Sundays and designated holidays.

Grievances

- 9.06 The parties **recognize** the value of informal discussions between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When an employee, within the **time** limits prescribed in stage 1, gives notice that he wishes to take advantage of this clause, it is agreed that the **period** between the initial **discussion** and the final response shall not count as elapsed **time** for the purpose of grievance **time** limits. Employees who feel themselves to be aggrieved by the **interpretation** of alleged violation of the provisions of **this** Agreement, shall have the right to present a formal written grievance in keeping with the following procedure

Complaints

Employees shall have the **right** to discuss with and settle through the **Supervisor** concerned any complaints they may have.

Stage 1

Employees will have **fifteen** (15) days in which to

submit a grievance from the day on which they first became aware of the action or circumstances giving rise to the grievance.

Employees shall state the precise nature of the grievance, the Article(s) of the Collective Agreement of which the interpretation is in dispute or which is alleged to have been violated, and the redress sought. The Parking Services Director, or designate, shall be the Employer's representative **authorized** to deal with Parking Services grievances at Stage 1. The Director of Property Management, or designate, shall be the Employer's representative **authorized** to deal with General Trades and General Maintenance grievances at Stage 1. The designated Director shall forward a written reply to the grievance by hand or by registered mail, with a copy to the Steward, the President of the Local and the National Component of the Alliance within ten **(10)** days of the receipt of the grievance.

The designated Director may request to the **grievor** that a meeting take place to discuss the grievance. In such cases a meeting shall be scheduled within a period of ten **(10)** days of the receipt of the grievance. The time limits for the reply will commence on the day that the meeting is held. Employees may, if they so desire, be assisted or represented by the Alliance.

### Stage 2

Failing a satisfactory settlement at Stage 1, employees will have twelve **(12)** days in which to submit grievances to Stage 2 from the date on which the reply at Stage 1 was delivered or postmarked by **registered** mail or was due, provided that the support

of and representation by the Alliance has been **obtained**. The Director General, or **designate**, shall be the Employer's representative **authorized** to deal with **grievances** at Stage 2.

The Director General, or designate, shall schedule a hearing within the prescribed time limits, and the hearing shall be scheduled **within** a period of nine (9) days following receipt of the submission to Stage 2. The **time limits** for the written reply at Stage 2 will only commence from the day that the hearing is held. The **Director** General or **designate** shall forward a written reply, by hand or by **registered** mail, with a copy to the Steward, the President of the local and the National Component of the Alliance. within nine (9) days of the hearing at Stage 2.

- 9 07 Where the Corporation **discharges** an employee, the grievance procedure set forth in Clause 9.06 applies except that
- a) Presentation of the grievance shall begin at Stage 2, and **within fifteen (15)** days from the date of discharge
  - b) The **nine (9)** days **time limit** within which the **Director General**, or designate, is to reply is extended to **fifteen (15)** days
- 9 08 The requirement for a hearing may be **waived** by mutual consent of the **parties** and in such a case the time limit for the reply of the representative of the Employer **authorized** to deal with a grievance at that step shall commence on the date the hearing was **waived** in writing

9.09 Where the parties agree that the nature of a grievance is such that a decision cannot be given below a particular level of authority, Stage 1 may be eliminated.

#### ARTICLE 10 -ARBITRATION

- 10.01 Where a difference arises between the parties relating to the adjustment of a grievance, the Alliance or the Corporation may, **after** exhausting the grievance procedure established in Article 9, notify the other party in writing of its intention to refer the matter to arbitration, within fifteen (15) days of the date on which the Director General's reply at Stage 2 postmarked by registered mail to the employee or was due to the employee. Such notification shall contain details of the matter at issue, the specific Articles violated, if applicable, and the redress requested.
- 10.02 Within ten (10) days of the date of delivery of the foregoing notice, the parties shall attempt to agree to the appointment of an Arbitrator.
- 10.03 Should the parties fail to agree on the selection of an Arbitrator within the ten (10) days prescribed in Clause 10.02, the party requesting arbitration shall ask the Federal **Minister** of Labour to **appoint** one.
- 10.04 The Arbitrator shall hear and determine the difference and shall make every reasonable effort to **issue** a decision within thirty (30) days of appointment. The decision shall be final and **binding** upon the parties and any employee affected by it.

- 10.05 The Arbitrator shall have no power to alter, add to, subtract from, amend, modify, or substitute any **part** of this Agreement.
- 10.06 The fee and expenses of an Arbitrator shall be borne equally by the parties.
- 10.07 The **time** limits stipulated in this Article may be extended by mutual consent of the parties.
- 10.08 For the purpose of this Article days shall exclude Saturdays, Sundays and designated holidays.

**ARTICLE 11 • DISCIPLINE**

- 11.01 In order of severity, the types of **disciplinary** action are
- a) Oral reprimand
  - b) Written reprimand
  - c) **Suspension**
  - d) **Dismissal**
- 11.02 The **Corporation** at its **discretion** may discipline an employee for **just** cause.
- 11.03 Except in the case of an oral reprimand, the **Corporation** shall provide employees with a **written** record of any **disciplinary action** taken by the **Corporation** **against** them and such written record shall include the reason(s) for the **disciplinary action**. A copy of the letter shall be provided to the local president and the designated steward

- 11.04 Any document or written statement related to disciplinary action, which may have been placed on the Personnel file of an employee shall be destroyed after eighteen (18) months have elapsed since the disciplinary action was taken provided no further disciplinary action has been recorded during this period.
- 11.05 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, the employees are entitled to have, at their request, a representative of the Alliance attend the meeting.
- 11.06 The Employer agrees not to introduce in evidence, in a hearing relating to disciplinary action, any document from the file of an employee of which the employee was not aware at the time of filing or within a reasonable time later and which the employee has not had the opportunity to examine before the hearing.

#### **ARTICLE 12 - LAY-OFF AND RECALL**

- 12.01 The Corporation shall make every reasonable effort not to lay-off employees during the term of this Agreement. However, in the event that a lay-off of employees becomes necessary, the lay-off shall be carried out in such a manner as to maintain an efficient work force.
- 12.02 a) Employees shall be laid-off in the reverse order of seniority within a work discipline area provided that the employees retained to perform the work available are qualified and capable to perform

that work.

- b) Recall after lay-off shall be in order of seniority within a work discipline area provided the employee to be recalled is qualified and capable to perform the work available.
- c) The Corporation shall give employees who are to be laid-off as much advance notice as possible and in no case less than six (6) weeks or payment in lieu of six (6) weeks' notice.
- d) During the period of notice, employees shall be granted reasonable time off with pay to seek other employment and the Corporation will make all reasonable effort to place the employees in other positions within the Corporation.
- e) Employees concerned shall be considered on a priority basis, for any new or vacant positions, if qualified.
- f) If an employee is laid-off and is not recalled to work within one (1) year that employee ceases to be an employee.

12 03 The Corporation agrees to consult with the Alliance prior to effecting a lay-off for the purposes of trying to minimize the adverse effects on employees.

**Minimum Staffing**

- 12 04 a) The employer agrees during the life of the collective agreement to maintain a minimum service level to ensure the safety of the NAC



This minimum service level shall include all full-time continuing employees with thirteen (13) years of service upon settlement. In addition, the Centre guarantees all full time continuing employees with ten (10) years of service upon settlement, a minimum lay off notice of four (4) months or payment in lieu of four (4) months notice.

- b) These shall be continuing full-time employees on strength as of the signing of the collective agreement. Any members of the bargaining unit beyond these levels who are laid off, shall be subject to the layoff and recall provisions in Article 12.
- c) Should the Centre implement the above minimal staffing levels, and in the spirit of preserving full time employment, the parties will mutually determine and agree upon work schedules that meet the operational and safety needs of the Centre
- d) The above provision may not be applied under circumstances whereby the employer is not able to operate the Centre due to "force majeure" or a labour dispute with a duration over six (6) months.

#### ARTICLE 13 -TECHNOLOGICAL CHANGE

13.01 "technological change" means:

- a) the introduction by the Corporation into its work, undertaking or **business**, of equipment or

material of a different nature or kind than that previously **utilized** by the Corporation in the operation of the work, undertaking or business; and

- b) a change in the manner in which the Corporation carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

13.02 When the Corporation proposes to effect a technological change that is likely to affect the terms and conditions or security of employment of a significant number of employees, the Corporation shall give notice of the technological change to the Alliance at least one hundred and twenty (120) days prior to the date on which the change is to be effected.

13.03 The notice shall be in writing and shall state:

- a) the nature of the technological change;
- b) the date on which the Corporation proposes to effect the technological change;
- c) the approximate number and type of employees likely to be affected by the technological change;
- d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected; and

- e) such other information as required by federal regulations made pursuant to Subsection 52(3) of the Canada Labour Code.

13.04 The Corporation agrees to update the information provided as new and significant developments and modifications arise.

13.05 If after the Corporation has given notice to the Alliance of a technological change the Alliance indicates in writing that it wishes to consult with the Corporation for the purpose of trying to **minimize** the adverse effects on the employees, the Corporation agrees to meet within fifteen (15) working days of the receipt of such notice.

13.06 a) In order to **maximize** employment security for employees affected by technological change the Corporation agrees to consult with the Public Service Alliance of Canada and the employees involved.

b) The parties shall consider individual programmes, determining the period of training and the level of competency required, for retraining employees for their jobs or other jobs within the Corporation.

c) Employees who agree to a retraining programme shall retain their full pay and seniority during the retraining period.

#### ARTICLE 14 - SENIORITY

14.01 Full-time continuing employees shall acquire or be

**entitled** to exercise seniority **rights** from commencement of employment at the **Corporation** as a **full-time** employee

- 14.02 Part-time employees shall acquire or be entitled to **exercise** seniority rights after they have worked two hundred (200) hours for the **Corporation** after **which** seniority shall count from the starting date of such period.
- 14.03 Full-time continuing employees who are **appointed** to the Corporation or who are promoted **within** the bargaining unit shall be on probation for a **period** of.
- a) six (6) months if the appointment or promotion is to a classification requiring shift work in the Property Management Section
  - b) three (3) months for all other appointments or promotions. The Corporation may extend the probationary period for an additional one month period
- 14.04 Employees who are appointed or promoted to **part-time** positions **within** the bargaining unit shall be on **probation** for a **period** of two hundred (200) hours. The Corporation may extend this probation **period** by an additional one hundred (100) hours
- 14.05 If, after being appointed to a position by the Employer, promoted as a result of a competition or having requested a position at a lower level, employees are **rejected** during the probation **period**, they shall be returned to **their** original position

14.06 Seniority rights of an employee shall cease when the employee:

- a) resigns:
- b) is discharged and not reinstated in his position through the grievance or arbitration procedures;
- c) abandons his/her position as set out in Article 26;
- d) is laid-off and not recalled within a twelve (12) month period;
- e) is called back to work within twelve (12) months, but fails to report to work within five (5) calendar days of the date of recall, which will be confirmed in writing and given to the employee concerned in the prescribed delay.

14.07 The employee retains and accumulates seniority rights if:

- a) he is absent due to illness or accident for a period less than twenty-four (24) months;
- b) he is absent or on leave **authorized** by the present Collective Agreement.

14.08 The employee retains but does not accumulate seniority rights:

- a) during the laid-off period, if he is recalled to work within twelve (12) months;

- b) during the period **starting** the twenty-fifth (25th) month of an absence due to illness or accident. However, an employee who returns to work after the twenty-fourth (24th) month of absence due to illness or accident, can return only to a vacant position for which he has the required competence and if he is capable to **accomplish** the duties of that position.

14 09 The Employer shall maintain seniority lists showing the date upon which each employee's service commenced at the Corporation. Up-to-date **seniority lists** shall be sent to the Alliance and posted on the General Trades, General Maintenance, and Parking Services bulletin boards once per year.

**ARTICLE 15 - HOURS OF WORK**

15.01 For the purposes of this Article:

- a) "day" means a twenty-four (24) hour period commencing at 00:00 hrs;
- b) "week" means a period of seven (7) consecutive days beginning at 00:00 hrs Sunday and ending at 24:00 hrs the following Saturday.

15 02 Rest Periods and Meal Breaks

- a) Full-time employees shall be granted a **paid** rest break of fifteen (15) consecutive **minutes** in each of the first and the second halves of a shift. Where necessary due to operational requirements, employees will take their breaks at their work station. Every reasonable effort will be

made to provide the rest break close to the mid-point of the half-shift.

- b) Employees shall be allowed a minimum of **one-half (1/2)** hour without pay for a lunch break except that employees who are required to remain on the Corporation's premises and to be readily available for work during their lunch break shall receive a paid lunch break of at least thirty **(30)** minutes.
- c) The Employer shall make every reasonable **effort** to schedule meal periods towards the mid-point of the shift.
- d) Rest periods and meal breaks which are superseded by a meeting called by the Employer shall be taken prior to or after the meeting.
- e) Part-time employees will be entitled to a paid fifteen **(15)** minute rest break for every four **(4)** consecutive hours of work.

#### 15.03 Scheduling

- a) With the exception of **15.03 b)** and **15.04 (2) c)** (iii), the Employer shall make every reasonable effort not to schedule the commencement of a shift within fifteen and one-half **(15 1/2)** hours of the completion of the employee's previous shift.
- b) Employees who are working twelve **(12)** hour shifts may be scheduled to start such a shift not less than twelve **(12)** hours after the completion of the employee's previous shift

- c) No eight (8) hour shift shall be spread over a **period** that is longer than eight **and** one-half (8 1/2) hours.
- d) Employees may exchange shifts within their classification if there is no increase in cost to the Employer and provided that as a result, an employee does not work two consecutive twelve (12) hour shifts.
- e) Seniority shall be used for determining preference or priority for the selection of a work schedule when a vacant position is sought by two (2) or more employees of the same classification as the **position**.

15.04 Property Management Department

(1) General Maintenance Workers

- a) i) The normal scheduled work week for full-time employees will be forty (40) hours per week. Effective April 1, 1988, the hours of work for this group will be forty (40) hours per week, from Monday to Friday Inclusive. Employees hired after April 1, 1988 shall be excluded from the provisions of this clause.
- ii) Temporary and part-time employees shall be scheduled as **required**.
- b) Employees' schedules shall be posted on Thursday prior to the start of the schedule



- c) Changes to the manner of scheduling shall be by mutual consent of the Alliance and the Corporation. (See Appendix "C" for a sample schedule).
- d) i) Notwithstanding Clause 15.04 (1) c) the Employer may, in the case of an emergency, change this schedule temporarily for the employees required for the duration of the emergency.
- ii) Emergency will include work which is not usually done during normal scheduled hours (e.g., stripping floors, shampooing rugs, etc.).

(2) General Tradespersons

- a) i) Except for Control Board Attendants 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 and **Electricians**, the normal work day for General Tradespersons shall not commence before 07h30 nor finish later than 16h00.
- b) Control Board Attendants
  - i) Daily hours of work and days of rest for present Control Board Attendants shall continue to be scheduled in the same manner as was in effect prior to the signing of this Agreement. Changes to the manner of

scheduling shall be by mutual **consent** between the Alliance and the **Corporation** (See Appendix "**D**" for a sample schedule).

- ii) The twelve (**12**) hour shifts for Control Board Attendants shall be restricted to the weekends unless there is mutual agreement between the employee(s) and the Corporation.
  - iii) Notwithstanding clause **15.04 (2) b) 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) Control Board Attendants shall not have their days of rest changed.
  - v) The work schedule for Control Board Attendants shall be posted one (**1**) year in advance and at six (**6**) months intervals.
- c) Electricians
- i) The daily hours of work for electricians shall be scheduled so that they work an average of forty (**40**) hours per week over a four (**4**) week period. Changes to the manner of scheduling shall be by mutual consent of the Alliance and the Corporation. (See **Appendix "E"** for a sample schedule).
  - ii) No electrician employed as of April 1, **1988** shall be assigned a midnight to **08:00** shift except during a shut down. Such shift shall be

compensated at the applicable overtime **rates**

The institution of such a shift shall not affect other employees employed at the date of **signing**.

- iii) Notwithstanding clause 15.04 (2) c) i), the Employer may, in the case of an emergency, change this schedule temporarily for the employees required for the duration of the emergency.
- iv) The Employer shall also be allowed to change the schedule when:
  - 1) employees are to be absent for more than two (2) days of a week when they are **working the evening** shift;
  - 2) no performance is to take place provided that the schedule is not changed more than once in a week and forty-eight (48) hours notice is given of the change.
- v) The work schedule for Electricians shall be posted one (1) year In advance at six (6) month Intervals.

#### 15.05 Parking Services

- a) Hours of work shall be scheduled so that **continuing full-time** employees.
  - i) Work **eight (8)** hours per day within a period

of eight and one-half (8 1/2) consecutive hours, **exclusive of** a one-half (1/2) hour lunch period without pay.

- ii) Work forty (40) hours and five (5) consecutive days per week, from Monday to **Friday** Inclusively.
  - iii) Obtain days of rest **which** are consecutive and not less than two (2).
- b) The standard shift schedule shall be such that  
t h e
- i) day shift starts between 07:00 and 08:00;
  - ii) afternoon shift starts between 15:00 and 16:00;
  - iii) night shift starts at 23:30 or 23:45;
- and ends eight and one-half (8 1/2) hours later
- c) The Employer shall set up a master work schedule for continuing full-time employees for a minimum twenty-eight (28) day period, posted fourteen (14) days in advance. which will cover the normal requirements of the operation for continuing full-time employees A work schedule for part-time employees will be posted by 12:00 on the Thursday **preceding** a new work week.
- d) Continuing full-time employees who are required to change their scheduled shift without receiving at least seven (7) days' notice in advance of the

starting time of such change in their scheduled shift, shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1 1/2). Subsequent shifts worked on the revised schedule shall be paid for at straight-time. subject to the overtime provisions of this Agreement.

- e) The Employer will schedule part-time employees with consideration to distributing the shifts equitably and as much as possible to the mutual satisfaction of the Employer and the employees. The additional shifts shall be according to seniority rights. When an insufficient number of employees are available for certain days and hours of work, these days and hours of work will be given in reverse order of seniority.
- f) Subject to (iv) below, if an employee must cancel his scheduled shift and is unable to exchange shifts as per 15.03 d) above, the following procedure will apply:

On the basis of seniority and training.

- i) Those employees who would be paid at straight time shall be offered the opportunity to work;
- ii) Those employees who would **receive** partial straight **time** and overtime;
- iii) Those employees who would be paid overtime providing:

1) **full-time** employees shall be offered the opportunity first, then part-time employees if the work is to replace a full-time employee.

2) if the work is to replace a **part-time** employee, all other part-time employees will be offered the **opportunity** first then **full-time** employees.

v) The Employer may choose not to replace the employee

#### 15.06 General

a) The minimum call for **part-time** employees shall be four (**4**) hours. If an employee requests and is granted permission to leave before the end of the minimum call the employee will be **paid** only for those hours worked.

b) The Employer shall give a minimum of **twenty-four (24)** hours advance notice in order to cancel scheduled work of a part-time employee; where work is cancelled for reasons beyond the Employer's control, a **minimum** of four (**4**) hours advance **notice** will be **given** to part-time employees if the Employer wishes to cancel a scheduled work shift Any **part-time** employee who is not notified of such a **cancellation** and reports for work as scheduled shall be paid a minimum of four hours pay at the applicable rate and may be required to work by the Employer.

c) If not notified not to report to work **within eight (8)**

hours of the commencement of the shift, full-time employees reporting for work on their scheduled shift shall be paid a minimum of four (4) hours pay at the applicable rate.

- d) Employees will report their attendance as required by the Employer.
- e) **Part-time** employee cannot cancel a shift except in cases of illness or other reasons beyond the employee's control. When the cancellation is due to a reason beyond the employee's control, that employee must justify the cancellation. After four (4) cancellations of shifts due to illness in one fiscal year, the part-time or temporary employee must give the Employer a medical certificate for each subsequent absence. Part-time and temporary employees will indicate in writing, to the Employer, their availability in order that the Employer can schedule employees according to their availability. This however will not guarantee hours of work for the employees.

15.07 Property Management Department employees shall be allowed five (5) minutes wash-up time before their lunch break and before their quitting time.

#### ARTICLE 16 - OVERTIME

16.01 Overtime means'

- a) in the case of full time employees, **authorized** work performed in excess of their scheduled hours of work.

- b) in the case of part-time employees, work performed in excess ~~of the~~ normal scheduled hours of work for employees engaged on a **full-time** basis who are doing similar work.
- 16.02 a) Overtime on a regularly scheduled work day, a day of rest or a designated holiday shall be paid at the rate of time and one-half (**1 1/2 T**) for the first eight (**8**) hours and double time (**2T**) thereafter.
- b) When employees, who have worked on a day of rest or designated holiday, are required to work on another day of rest or designated holiday prior to returning to their regularly scheduled shift, they shall be paid at the rate of double time (**2T**) for all hours worked on that day.
- c) **Overtime at time** and one-half (**1 1/2 T**) or any greater applicable rate shall be paid for all hours worked after **16:00 hrs** on Christmas Eve and New Year's Eve and for all work performed on Easter Sunday.
- d) Notwithstanding paragraph a) above, overtime worked on a Sunday shall be paid at double time (**2T**)
- 16.03 An employee is entitled to overtime **compensation** under Article **16.02** for each completed period of fifteen (**15**) minutes of overtime worked when the overtime work is **authorized** in advance by an **authorized** officer or **in accordance with operating** instructions



- 16.04 a) At the request of the employee, **overtime shall be** compensated in equivalent time off with **pay** subject to operational requirements.
- b) Overtime compensation shall be paid or taken in compensatory leave no later than the twelfth (12<sup>th</sup>) week after which it is earned. Employees shall be allowed to accumulate a bank of compensatory leave credits of up to twenty-four (24) hours.
- 16.05 a) The Employer shall make every reasonable effort to avoid excessive overtime which is defined as more than eight (8) hours of overtime in one day for any single employee.
- b) i) The Employer shall make every reasonable effort to allocate overtime hours on an equitable basis over the **fiscal** year to employees of the same classification who, in the opinion of the Employer, are qualified to perform the available work. For the purpose of this clause, the total overtime hours offered to employees who have a double job title (e.g welder/mechanic) shall be used to determine what is equitable.
- ii) The Employer will post a list showing when overtime hours have been offered to employees and indicating whether the overtime was accepted or refused.
- iii) Employees will be given the opportunity to perform the overtime work in ascending order of accumulated hours of overtime.

Employees will be charged with the overtime hours whether they have accepted or refused to work the overtime hours.

- iv) Employees shall have the right to refuse overtime. Where insufficient employees are available to perform the work employees shall be assigned to perform the work in the reverse order of seniority.
  - c) Except in cases of emergency or call-back, the Employer shall give at least four (4) hours' notice of any requirements for overtime work.
  - d) Starting and finishing times of overtime work will be recorded by each employee in the manner set out by the Employer.
  - e) There shall be no pyramiding of overtime
  - f) In the Property Management work area where two or more employees of the same job title are performing the same work and overtime is **required**, the employees who are full-time continuing will be offered the opportunity to work the overtime before employees who are temporary. When an employee is to be called in or scheduled to perform overtime in his classification, full-time employees shall be offered the work before temporary employees.
- 16.06 a) Employees who work three (3) or more hours **immediately** before or following their regularly scheduled hours of work or who are required to work for five (5) hours or more on a day of rest or

on a designated holiday, shall receive a meal allowance of ten dollars (**\$10.00**).

- b) Reasonable time with pay shall be allowed to the employees to eat a meal either at or adjacent to their work station.

16.07 At the time of change from Standard to Daylight time, employees working a shift during which the change occurs shall receive payment for their full shift: at the time of change from Daylight to Standard time, employees working a shift during which the change occurs shall receive one (1) hour's pay at the applicable overtime rate.

#### ARTICLE 17 - CALL BACK

17.01 When employees have left the Corporation premises and are recalled to a place of work and such recall has not been scheduled in advance, they will be paid a minimum compensation equivalent to four (4) hours at the applicable overtime rate.

17.02 When employees have left the Corporation premises and are recalled to a place of work to attend a meeting, the call back provisions shall apply.

#### ARTICLE 18 - PREMIUMS

18.01 a) Employees who work from midnight to 08h00 Monday to Saturday will receive a shift premium of sixty-five cents (**\$0.65**) per hour for all hours worked

- b) Full-time continuing employees who work on

Sunday will receive a premium of **sixty-five** cents (**\$0.65**) per hour for all hours worked.

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

- 19.01 When employees are required to report for work on a day of rest, or designated paid holiday, they will be paid the greater of:
- a) compensation at the applicable overtime rate, or
  - b) **compensation** equivalent to four (**4**) hours pay at the straight-time rate, except that the minimum of four (**4**) hours pay will apply only the first time that an employee reports for work during a period of eight (**8**) hours, starting with the employee's first reporting.
- 19.02 Other than when required by the Corporation to use a vehicle of the Corporation for transportation to a work location other than their normal place of work, **time** spent by employees reporting to work or **returning** to their residence will not constitute time worked.

**ARTICLE 20 - VACATION LEAVE**

- 20.01 a) For each calendar month in which a full-time **continuing** employee has earned at least ten (**10**) days' pay, the employee shall earn **vacation** leave credits at the rate of:
- i) one and one-quarter (**1 1/4**) days per month, if the employee has completed less than **eight (8)** years of **service**:

- ii) one and two-thirds ( $1\frac{2}{3}$ ) days per month, if the employee has completed eight (8) years of service;
  - iii) two and one-twelfth ( $2\frac{1}{12}$ ) days per month if the employee has completed eighteen (18) years of service.
- b) Where full-time employees have earned less than 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.
- This amount is payable during a vacation period mutually agreed upon.
- c) When a part-time employee becomes a continuing full-time employee, the years of service shall be calculated on the *prorata* of the hours regularly worked by a continuing full-time employee for the purpose of calculating the

vacation leave credits. Calculation of the number of hours shall begin **at** date of hiring and will apply at date of signing of this Collective Agreement.

- 20.02 During the first six **(6)** months of employment with the **Corporation**, vacation leave will accumulate but will not be granted to employees except under special **circumstances** and by arrangement with the office of the Director of Human Resources. and the Department Director concerned. Thereafter, full leave entitlement with pay may be granted to the **extent** of those credits which will have been earned to **the end of the leave year (September 1 to August 31)**.
- 20.03 Vacation leave will be taken at one time and during the year in which it is earned except as agreed by the employee and the Corporation. An employee shall be permitted to carry over a maximum of **five (5)** days' credit to the next fiscal year: however, no credits may be carried over beyond January 6.
- 20.04 On transfer to another government **organization**, employees may transfer up to fifteen **(15)** days annual leave provided this is acceptable to the new employer
- 20.05 a) The **Corporation** will determine the periods **during** which **vacation** leave may be taken and the numbers and classification 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

- b) Employees will submit their requests for vacation leave before 1 April of each year. Where there are more requests for a vacation period than can be allowed, seniority shall prevail.
  - c) A schedule showing the vacation periods and the employees booked for these periods shall be posted by 15 April.
  - d) 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 20.05 c)
  - e) With the permission of the Corporation, employees may exchange vacation periods.
- 20.06 Where a day that is a designated holiday for an employee coincides with a day of vacation leave with pay, that day shall count as a holiday and not as vacation leave.
- 20.07 Application for Vacation Leave must be made on the form prescribed, approved by the appropriate Department Director (or his **authorized** representative), and then referred to the Human Resources Department to confirm entitlement for Vacation Leave. Such forms shall be made available through the immediate supervisor.
- 20.08 Employees with one or more years service who will be absent for one (1) week or more on Vacation Leave, may request and be given advance salary payment to a maximum of the amount(s) that they

would be entitled to receive on those pay dates when they are to be absent, subject to the following provisions:

- a) The employee will attempt to give three (3) weeks notice, in writing, for advance payment, but in any event shall give at least two (2) weeks notice prior to the anticipated date of departure on leave.
- b) Any overpayment in respect of such pay advances will be an immediate first charge against any subsequent pay entitlements and will be recovered in full prior to any further payment of salary

20.09 Employees engaged on a part-time basis shall be paid. in lieu of vacation leave, an amount equal to six percent (6%) of their gross earnings, such amount to be payable on the first regular pay date in December or their last day of work.

#### 20.10 Recall from Vacation Leave

- a) The Corporation will make every reasonable effort not to recall employees to work after they have proceeded on Vacation Leave.
- b) Where, during any period of Vacation Leave, employees are recalled to duty, they shall be reimbursed after submitting such accounts and receipts as are normally required by the Corporation, for reasonable expenses, that they incur
  - i) in proceeding to their place of work; and in returning to the place from which they were



recalled if they immediately resume vacation upon completing the assignment for which they were recalled; and

- ii) for any reasonable charges that result from cancellation of any reservations held in connection with the interrupted vacation.

**ARTICLE 21 - DESIGNATED HOLIDAYS**

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

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

21.02 Full-time employees who are not entitled to wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding a designated holiday are not entitled to pay for that holiday.

21.03 Holiday Falling on a Day of Rest

- a) When a day designated as a holiday coincides with an employee's day of rest, the holiday will be moved to the first day the employee is scheduled to work following the day of rest.
- b) When a day designated as a holiday for an employee is moved to another day,

- i) work performed by an employee on the day from which the holiday was moved will be considered as work performed on a day of rest, and
  - ii) work performed by an employee on the day to which the holiday was moved, will be considered as work performed on a holiday.
- 21 04 When a designated holiday coincides with a day on which employees work a regular shift, they shall receive in addition to the pay they would have received had they not worked on the holiday, compensation in accordance with the applicable overtime provision
- 21 05 Employees shall not be scheduled to work on both Christmas and New Year's Day. Regular work schedules during the weeks in which Christmas and New Year's Day fall may be amended without penalty to accommodate this. Employees Involved will be consulted prior to any amendments being made
- 21 06 a ) Employees are not entitled to pay for a designated holiday that occurs in the first thirty (30) days of their employment.
- b) i) Part-time employees who have worked ten (10) days or more out of thirty (30) days Immediately preceding a designated holiday will be paid a sum of money calculated on the accumulated hours worked during the preceding thirty (30) days divided by the

number of days worked and multiplied by their applicable rate of pay as set out in Appendix "A".

- ii) Part-time employees who work less than ten (10) days in the thirty (30) days immediately preceding a designated holiday are entitled to be paid 1/20th of the wages they earned during the thirty (30) calendar days preceding the designated holiday.
- c) For the purpose of determining the number of days worked, a part-time employee who works a regular weekend shift (8 hours) or replaces on a regular week-day shift (8 hours) shall have this shift count as two (2) days.

## **ARTICLE 22 - SICK LEAVE**

### **22.01 Credits**

- a) Full-time continuous employees will earn sick leave credits at the rate of ten (10) hours for each calendar month for which they receive pay for at least ten (10) days.
- b) Deductions will be made from credits for each hour of absence on sick leave. Absences will be rounded off to the nearest hour.
- c) The Corporation agrees to pay part-time employees twelve cents (\$0.12) per hour in lieu of sick leave, except where the Employer is required to make pension contributions pursuant to the Public Service Superannuation Act on the

employee's behalf

- d) The Corporation may grant leave with pay to employees who are required to take **specialized** medical treatment (e.g. allergy shots). Such **period** of leave shall be charged against the sick leave credits. Such leave shall not be unreasonably denied.

#### 22.02 Granting of Sick Leave

Employees will be granted sick leave with pay when they are unable to perform **their** duties because of illness or **injury** provided that:

- a) they satisfy the Employer of their condition by advising their immediate supervisor or designate, within a reasonable time on the day their absence commences, stating, where possible, the expected duration of the absence, and
- b) they have the necessary **Sick** Leave credits, and
- c) they provide the documents requested by the Corporation

22.03 If the period of absence does not exceed four (4) working days, the signatures of both the employee and the supervisor on the "Request of Leave" form will be sufficient **subject** to the requirements of 22.04 and 25.07

22.04 a) If the period of absence exceeds four (4) working days. **and/or** the employee has been granted sick leave without a medical certificate on 8 days in a

fiscal year, the employee will submit a certificate signed by a qualified physician attesting to the **Illness**

b) When employees are absent because of illness for an entire scheduled shift the absence shall count as one day in respect to the 8 days set out in **22.04 a)**.

**22.05** When an employee has insufficient or no credits to cover the granting of sick leave with pay, the **authorizing officer** may **authorize** advance leave credits. upon recommendation by the Director of Human Resources or designate, within a limit of:

a) two hundred (**200**) hours if a decision on an application for injury-on-duty leave is being awaited; or

b) one hundred and twenty (**120**) hours in all other cases; subject to deduction of such advance leave from any sick leave subsequently earned. Requests for advance of sick leave credits from employees with two or more years of continuous service. shall not be unreasonably denied.

**22.06** When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period. the sick leave **credits** used during that period will be restored.

**22.07** a) Sick leave credits up to a **maximum** of **seventy-five (75)** days earned by former employees of the Federal Public **Service**, Canadian Armed Forces, (as governed by Public Service sick leave **regulations**), Crown Corporations or Agencies,

may be transferred and considered as leave earned with the Corporation provided that such credits were accrued during employment which terminated less than thirty (30) days prior to engagement by the Corporation.

- b) Such sick leave will, if expressed in days, be converted to hours by multiplying the number of days by the standard work day (to a maximum of eight) immediately prior to commencing work at the Centre.

22.08 Misuse of sick leave credits shall be considered a sufficient cause for discipline.

#### ARTICLE 23 - SPECIAL LEAVE

##### 23.01 Marriage Leave

After completion of one (1) year's continuous employment and providing the supervisor is given at least one (1) month's written notice:

- a) a **full-time** continuing employee will be granted five (5) days leave with pay;
- b) a **part-time** continuing employee will be granted leave with pay for those days he is normally scheduled to work in a consecutive five day period.

for the purpose of getting married

##### 23.02 Bereavement Leave

- a) For this purpose, immediate family is defined as father, mother, (or alternatively, step-father, step-mother or foster parent), brother, sister, spouse, (or common-law spouse/partner), child, stepchild or ward of employee, father-in-law, mother-in-law or a relative permanently residing in the employee's household or with whom the employee permanently resides.
- b)
  - i) Where a member of a full-time continuing employee's immediate family dies, the employee will be entitled to four (4) days leave with pay, which must include the day of the funeral and may, in addition, be granted up to three (3) days leave for the purpose of travel related to the death.
  - ii) Where a member of a part-time or temporary employee's immediate family dies, that employee will be entitled to pay for each of the following three (3) days provided that the employee was scheduled to work on those days. Such pay will be at the employee's regular rate of wages for the employee's normal hours of work.
- c) In special circumstances and at the request of the employee, leave may be extended beyond the day following the day of the funeral but the total number of days granted must be **consecutive** and not greater in number than those provided above, and must include the day of the funeral.
- d) Employees will be granted leave with pay for that

work period for which they were scheduled. or were eligible to receive pay. on the day of the funeral of the employee's grandparent. **son-in-law**, daughter-m-law. brother-m-law or **sister-in-law** and grandchild.

#### 23.03 Birth and Adoption Leave

Continuing full-time and part-time employees shall be granted special leave with pay up to a maximum of one (1) day for needs directly related to the birth or adoption of a child. This leave may be divided into two (2) periods on separate days and shall be scheduled to the mutual satisfaction of the employee and the Employer.

#### 23.04 Court Leave

The Corporation will grant leave with pay to employees for the period of time they are required (provided the employee reimburses the Corporation any monies received for attending),

- a) to be available for jury selection;
- b) to serve on a jury, or by subpoena or summons to attend as a witness in any proceeding held in or under the authority of a court of justice or before a grand jury, before a court, judge, justice, magistrate or coroner,
- c) 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 their duties



- d) 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
- e) 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.

23.05 Leave with Pay

The Employer may grant leave with pay when circumstances not directly attributable to employees including illness in the family as defined in 23.02 a) prevent their reporting for duty. Such leave shall not be unreasonably denied.

23.06 Leave without Pay

Upon written request the Employer may grant leave without pay for purposes other than those specified in this Agreement. Such leave shall not be unreasonably denied.

The Employer will give a written reply within seven (7) days (excluding Saturdays, Sundays and designated holidays) of the request having been made.

23.07 Injury-on-duty Leave

Employees under this Agreement are covered by the provisions of the Government Employee's

Compensation Act and are entitled to benefits in accordance with that Act.

**23.08** Leave of Absence for Union Functions

Leave of absence without pay and without loss of seniority may at the **discretion** of the Corporation be granted, upon request to the Employer, to employees elected or appointed to represent the Union at conventions, and for Union training. Leave of absence without pay shall be granted to employees to attend **Executive** and Committee meetings of its **affiliated** or chartered bodies.

**ARTICLE 24 – LEAVE FOR BIRTH OF A CHILD AND CHILD CARE RESPONSIBILITIES**

**24.01** Leave for Birth of a Child

- a) Employees who become pregnant are entitled to leave for the **birth** of a child, provided they:
  - i) have completed six (6) months of continuous service: and
  - ii) comply with the **requirements** of this Clause.
- b) Leave for the Birth of a Child may commence (11) weeks prior to the date scheduled for the **termination** of the pregnancy. and cease not later than seventeen (17) weeks following the **termination** of the pregnancy. The total period of Maternity Leave will not exceed seventeen (17) weeks

- c) In order to apply for this leave, an employee **shall** provide the Corporation with written notification Of her condition at least four **(4)** weeks in advance of the anticipated date for the commencement of such leave, unless there is a valid reason why notice cannot be given. The written notice shall include:
- i) an application for leave showing the length of the leave to be taken,
  - ii) a certificate from a qualified medical practitioner certifying that she is pregnant, and specifying the anticipated date for termination of her pregnancy.
- d) i) An employee who is pregnant or nursing may, during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth, request the employer to modify her job functions or reassign her to another job if, by any reason of the pregnancy or nursing, continuing any of her current job functions may pose a risk to her health or to that of the **fetus** or child.
- ii) An employee's request under clause (i) must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating the expected duration of the potential risk and the activities or conditions to avoid in order to **eliminate** the risk
  - iii) An employer to whom a request has been

made under clause 24.01 d) i) shall examine the request in consultation with the employee and, where reasonably practicable, shall modify the employee's job functions or reassign her.

- e) The Corporation will assume both the Corporation and employee shares of costs of benefit plans in which the employee is enrolled, during the period of absence **authorized** as Maternity Leave, to a maximum of seventeen (17) weeks

24 02 Leave for Child Care Responsibilities

- a) Every employee who has completed six consecutive months of continuous employment with an employer is entitled to and shall be granted a leave of absence from employment as follows:
  - i) subject to clause (b), where an employee has or will have the actual care and custody of a new-born child, the employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four weeks in the fifty -two week period **beginning** on the day on which the child comes into the employee's care and,
  - ii) subject to clause (b), where an employee commences legal **proceedings** under the laws of a province to adopt a child or obtains an order under the laws of a province for the **adoption** of a child, the employee is entitled to and shall be granted a leave of absence from employment of up to

twenty-four weeks in the **fifty** -two week period beginning on the day on which the child comes into the employee's care.

- b) The aggregate amount of leave of absence **from** employment that may be taken by two employees under this article in respect of the birth or adoption of any one child shall not exceed twenty-four weeks.
- c) Employees will be responsible for their share of costs of benefit plans in which they are enrolled for the leave period.
- d) Pension, health and disability benefits will be continued during the entire period of leave taken pursuant **24.02**. The Employer shall continue to contribute the Employer's share of the costs of maintaining the benefits throughout the entire period of leave. The employee's share of the costs of these benefits shall be made by the employee as follows:
  - i) insurance coverage, i.e. group life, **LTD** and any options on insurance normally paid by the employee, prior to departure, by submitting post-dated cheques to cover the premium for each month of absence or pay the deficiency on return to duty as described in ii) below, in order to retain the coverage.
  - ii) Superannuation and Death Benefit to be paid upon the employee's return in equal **installments** deducted from salary over a period of time equal to the time the employee

was on leave

- e) When the employee's newborn child is born prematurely or is born with, or contracts, a condition that requires its **hospitalization** within the period that the employee is receiving unemployment insurance benefits, the period of leave without pay pursuant to **24.02** may be interrupted for a period equal to the period during which the child is **hospitalized**, in accordance with the provisions of the Unemployment Insurance Act

24.03 General Conditions

- a) Employees who take leave of absence for either the Birth of a Child or Care of a Child as described in Clauses **24.01** and **24.02** will, on written request, be informed of every **promotion** or training opportunity that **arises** during the **period** of their absence, for which they are qualified.
- b)
  - i) Upon **expiry** of the leave period, the employee will be reinstated in the position occupied at the commencement of the leave; or
    - ii) Where for any valid reason, the Corporation is unable to reinstate the employee in the position as stated in **24.03 b) i)** the employee will be reinstated in a comparable position, with the same salary and benefits and in the same **geographic** area.
- c) Should the Corporation undergo **organizational** changes during the absence of an employee

taking leave as described above, and wages and benefits for the group in which the employee works, are changed as a result of this **reorganization**, the employee on being reinstated under this article will receive the wages and benefits in respect of that employment which that employee would have been entitled to receive had that employee been working when the **reorganization** took place.

- d) The Corporation will notify the employee in writing of any changes to wages and benefits, as soon as possible.
- e) An employee who takes leave as described above will continue to accumulate seniority during the entire period of the leave.
- f) Time spent on leave granted pursuant to Clauses **24.01** and **24.02** shall be counted for pay increment purposes.

**24.04** Maternity leave and Parental leave will in no way interrupt the employee's service, provided that Corporation policy as specified in this Article, is observed.

#### **ARTICLE 25 - LEAVE - GENERAL**

**25.01** When the employment of an employee, who has been granted more vacation or sick leave than has been earned, is terminated by death, the employee is **considered** to have earned the amount of leave with pay granted

- 25.02 When the employment of an employee, who has been granted more vacation or sick leave with pay than has been earned, is terminated by lay-off, the employee is considered to have earned the amount of leave with pay granted if, at the time of the lay-off, the employee has completed two (2) or more years of continuous employment.
- 25.03 Employees shall be informed in September of each year of their sick and vacation leave credits. Employees are entitled to an up-to-date total of their credits upon request in the manner set out in advance by their supervisor.
- 25.04 If, at the end of a leave year, an employee's entitlement to vacation leave with pay includes a **fractional** entitlement of less or more than one-half day, the entitlement will be increased to the nearest half day.
- 25.05 When employees die or otherwise cease to be employed, they or their estate will be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave to **their** credit by **their** daily rate of pay at the termination of employment.
- 25.06 In the event of **termination** of employment for reasons other than death or lay-off, the Corporation will recover from any **monies** owed employees an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of their rate of pay at the time of employment termination
- 25.07 If an employee becomes



a) entitled to bereavement leave under Clause 23.02:  
or

b) ill and such illness is attested to by a physician's certificate, while absent on compensatory or annual leave, the employee will have those compensatory or annual leave credits restored to the extent of the bereavement or sick leave approved.

**ARTICLE 26 - ABANDONMENT OF POSITION**

26.01 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.

**ARTICLE 27 - SEVERANCE PAY**

27.01 In recognition of length of service and subject to Articles 27.02 and 27.03, 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 complete 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 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** to a maximum of twenty-six (26) weeks.

d) Retirement

i) On retirement, when full-time employees are entitled to an immediate annuity under the Public Service Superannuation Act or are entitled to an immediate annual allowance under the Public Service Superannuation Act.

or

ii) in the case of part-time employees, who regularly work more than thirteen and **one-half (13 1/2)** 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 complete year of continuous service with a maximum of **twenty-eight (28)** weeks' pay.

e) Death

If a full-time employee deceases, there will be paid to their estate one weeks pay for each complete year of continuous service, with a maximum of twenty-eight **(28)** weeks, regardless of other payments.

f) Release for incapacity

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

27.02 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 receives on the termination of his employment, adjusted to the full-time weekly rate of pay

27.03 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.

27.04 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.

ARTICLE 28 - JOINT CONSULTATION

28.01 To facilitate discussions on matters of mutual Interest outside the terms of this **Collective** Agreement, the parties to this Agreement shall **establish** a Joint

Consultation Committee. Representation at such meetings will be limited to four (4) representatives of the Corporation and four (4) representatives of the employees at least one of whom shall be an officer of the Alliance. Meetings will be held at the request of either party.

- 28.02 Meetings of these Committees will be held on the Employer's premises and without loss of pay. There shall be no more than three (3) meetings a year, unless with the mutual consent between the Alliance and the Corporation.
- 28.03 Consultation may take place for the purpose of providing information, **discussing** the application of policy, or airing problems to promote understanding, but it is expressly understood that no commitment may be made by either party on any subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement,
- 28.04 The Employer may make available to the Alliance, upon written request, non-confidential information such as job descriptions of positions in the bargaining unit, job classifications, wage rates, pension and welfare plans and other technical information as might pertain to the bargaining unit,
- 28.05 **Meetings** of the Committee shall be held once every three months or when necessary as mutually agreed upon. Either party may request, **in** writing, a meeting of the Joint Management Committee and such meeting will be held within two weeks of the request.

ARTICLE 29 - SAFETY AND HEALTH

- 29.01 The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Alliance and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.
- 29.02 For the duration of this Collective Agreement a Safety and Health Committee will be maintained for the National Arts Centre.
- 29.03 a) The Corporation shall post in locations accessible to employees the names, work locations and telephone extension numbers of the members of the Health and Safety Committee.
- b) The Health and Safety Committee will be permitted to post the minutes of their meetings as well as first aid information.

ARTICLE 30 - EMPLOYEE'S FACILITIES

- 30.01 The Corporation shall provide the following conveniently located facilities which may be shared with others
- a) lunch room,
- b) change room with individual lockers:

- c) shower room

30.02 The employees shall maintain orderly conditions of the facilities mentioned in Article 30.01. The Alliance agrees that the failure of the employees to do so may restrict the use of the above facilities.

**ARTICLE 31 - EMPLOYEE APPAREL AND EQUIPMENT**

31.01 a) The Corporation will provide uniforms for each General Maintenance and General Trades employee to the following extent:

- i) five (5) serviceable pairs of trousers;
- ii) five (5) serviceable shirts - each year

b) The Corporation may provide uniforms for each parking employee to the following extent:

- i) For full-time employees - five (5) serviceable t-shirts/sweat-shirts;
- ii) For part-time employees - three (3) serviceable t-shirts/sweat-shirts.

c) It shall be the responsibility of the Corporation to clean, launder and maintain all clothing issued.

31.02 The Corporation will also provide for use as required.

- a) hard hats:
- b) protective eye wear.

- c) coveralls/smocks;
- d) rubber boots;
- e) rain coats;
- f) gloves;
- g) flashlights;
- h) safety footwear;
- i) safety vests

31.03 The Corporation shall provide all necessary tools and equipment required by employees in the performance of their duties.

- 31.04 a) Employees shall wear safety equipment provided by the Employer during their working hours.
- b) Employees in the bargaining unit shall wear the uniform provided by the Employer during their working hours.
- c) The parties must agree on the quality and the type of uniform to be worn with due consideration for issues of safety, cost, consistency and presentation to the public.

#### ARTICLE 32 - GROUP INSURANCE AND PENSION

- 32.01 a) The **application** of the present Group Insurance and Pension benefits shall **continue in** respect of the full-time **continuing** employees under this



Agreement.

- b) The Centre shall provide each employee who is 55 years of age or over with a detailed statement of pension contribution and estimated entitlement on an annual basis. The information will be provided by March 31<sup>st</sup> of each calendar year. Official quotes will remain the responsibility of the pension plan – Superannuation of Canada

32.02 The Centre agrees to provide to full-time continuing employees the same dental plan as provided by the Centre to its non-union staff. Such plan to be paid for by the Centre and shall be effective date of signing.

32.03 The parties share an interest in containing their respective liabilities in accordance with the current cost-sharing arrangement. Notwithstanding 32.01, the parties may agree to change the provisions in the plan. In the event that a group insurance plan experiences unforeseen or unusual costs, the parties agree to meet forthwith and make every reasonable effort to restore the plan costs to a reasonable level and to maintain the provisions of the plan at or near their current level.

In the event that the parties are unable to reach an agreement to reduce the plan costs, the Employer shall implement the Alliance's proposal provided that, the Increase in cost to the Employer, if any, shall be limited to the increase that it would agree to pay for its non-union full-time employees and provided that the Employer's insurance carrier agrees to administer such proposal. In no case shall the

Employer's financial contribution to the plan be less than its current (**February,28, 1994**) contribution level.

For purposes of the above-mentioned consultation, the Alliance will be represented by a staff officer and a **technical advisor** from the Public Service Alliance of Canada and two employee **representatives** selected by **PSAC, Local 70291**.

#### ARTICLE 33 - POSTING OF NOTICES

- 33.01 .a) The **Corporation** agrees to make reasonable space available for the posting of notices by the Alliance. Such notices must, however, be approved for posting by the Manager or his/her designate responsible for the work area in which the bulletin board is located
- b) In **addition**, the employer agrees to provide additional space (**32" x 42"**) on the main bulletin board area for the posting of notices by the Alliance. Should the employer decide to remove the main bulletin board during the life of the agreement, consultation will be held with the Union on the matter

#### ARTICLE 34 -EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 34 01 When a formal review of an employee's performance is made, the employee shall be given the opportunity to sign the review form in question to indicate that its contents have been read and explained and shall be given a copy of the final document

34.02 Upon written request of an employee, the personnel file of that employee will be made available for examination in the presence of an **authorized** representative of the Employer.

34.03 When an unsatisfactory report other than a formal review of an employee's performance and formal disciplinary notice, is placed on an employee's file, the employee concerned must be given the opportunity to sign the report in question to indicate that its contents have been read and explained.

Such unsatisfactory reports which appear in an employee's file will be removed from that file and destroyed after a period of eighteen (18) months from the date on the unsatisfactory report. The incidents giving rise to the unsatisfactory report shall in no way be referred to or considered thereafter.

34.04 Employees shall be provided with a copy of their performance appraisal.

34.05 Where work orders are used and must be signed by a supervisor on completion of the work, employees, upon written request, shall be given access to the file of their work orders.

#### ARTICLE 35 - PARKING AND TAXI CHITS

35.01 a) Members 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 N.A.C. business,  
the employee shall be reimbursed in accordance with  
N.A.C. policy.

**ARTICLE 36 - JOB CLASSIFICATION AND  
RECLASSIFICATION**

36.01 Employees shall be provided with a copy of their job  
descriptions.

36.02 a) When the duties in any position are significantly  
decreased, increased or changed or where  
employees feel their position is incorrectly  
classified. or when a position not covered in  
Appendix "A" is established during the term of  
this Agreement, the rates of pay shall be subject  
to **negotiations** between the Employer and the  
Alliance

b) If the parties are unable to agree on the reclassification and/or rates of pay of the position in question, such dispute shall be submitted to grievance and arbitration. Any rate or change of rate shall become retroactive to the time the grievance was filed or the new position was established.

**36.03** 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 sub-clause **36.03 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.

a) The Employer will make reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group and/or level of the position.

b) In the event that an incumbent declines an offer of transfer to a position as in (a) above without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.

**36.04** The Employer shall post and maintain an **organization** chart that is accessible to employees,

ARTICLE 37 -JOB POSTING AND PROMOTIONS

- 37.01 Competition posters pertaining to this Agreement will be placed on the bulletin boards in the General Maintenance, General Trades and Parking Services areas for a period not less than ten (10) calendar days and shall indicate the position title, qualifications (e.g., education, knowledge and skills), whether shift work is required, and the salary range or wage rate.
- 37.02 In the event extra help is required, other than for **overtime**, qualified part-time employees shall normally be offered more hours before new part-time workers are hired.
- 37.03 a) The Employer shall not make **appointments** from outside to any position within the bargaining unit when employees possess all of the essential requirements for the position.
- b) Where, in a Corporation competition for positions in the **bargaining** unit, two or more candidates are considered by the Corporation to be equal, **seniority with the Corporation** shall govern. It is understood that the employee will be entitled to **grieve** management's decision relating to the equality of the **candidates**.
- c) Qualified **candidates** for positions in the bargaining unit will be considered in the following preference
- i) Full-time continuing employees who were laid-off
  - ii) Part-time employees who were laid-off,

iii) Continuing full-time employees;

iv) Part-time employees.

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

37.04 Consideration for promotion may be given to the senior applicant from within the bargaining unit who does not possess the required qualifications but is preparing for qualification prior to filling of a vacancy. Such employees will be given an opportunity to qualify within a reasonable length of time and to revert to their former position if the required qualifications are not met within such time.

37.05 Where no qualified candidate can be found, an appointment may be made below the minimum of the position. Such employees will be given a reasonable time to qualify. If the employee is found to be unsatisfactory and was previously in the bargaining unit the provisions of clause 37.04 shall apply.

37.06 Union Notification

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

ARTICLE 38 - PAY

38.01 Employees are entitled to be paid in accordance with the pay rates specified in Appendix "A" of this Agreement.

- 38.02 a) Payment shall be made every two weeks by cheque or directly into the employee's bank account, if requested by the employee and if the Employer decides to offer this service.
- b) The Corporation shall make every reasonable effort to pay employees by Thursday.

38.03 Acting Pay

- a) When Property Management employees are required by the Employer to perform the duties of a higher **classification** level position on an acting basis, for a shift, such employees shall be paid as if they had been **appointed** to the higher level position.
- b) An employee listed in Appendix "A" of this collective agreement who replaces another employee in Appendix "A" will step up to the rate of pay of the person they are replacing. It is understood that this shall result in no extra cost to the **NAC** and no loss in the employee's regular rate of pay.
- c) When Parking Services employees are required to perform the **duties** of a higher classification level position for a shift they shall be paid the rate of that higher classification level position for that shift.
- d) When opportunities to perform the **duties** of a higher level **classification** in Parking Services become available on an acting basis, they shall be offered on the basis of seniority to available, **trained** employees in the following descending order: lead hand, cashier, attendant





38.04 The rates of pay in Appendix "A" of this Agreement shall apply retroactively to all employees. Retroactivity shall apply to all hours worked including overtime hours. Every reasonable effort will be made to pay all retroactivity within thirty (30) days of the signing of the Collective Agreement.

ARTICLE 39 - PRECEDENCE OF LEGISLATION

39.01 In the event that any law passed applying to employees covered by this Agreement renders null and void any provision of the Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

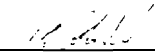
ARTICLE 40 - DURATION

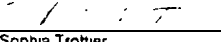
40.01 The parties agree that this Agreement shall be effective from January 1, 1999 to December 31, 2003 inclusive and thereafter from year to year unless written notice of intention to negotiate is given by either party to the other within the period of three (3) months immediately preceding the expiry date of this Agreement

40.02 This Agreement may be amended by mutual consent

This Agreement made in duplicate and signed the \_\_\_\_\_ day of \_\_\_\_\_, 2000.

FOR THE NATIONAL ARTS  
CENTRE CORPORATION

  
\_\_\_\_\_  
Peter Herrndorf

  
\_\_\_\_\_  
Sophia Trotter

\_\_\_\_\_  
George Bouchard

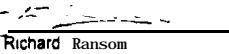
\_\_\_\_\_  
Claude Martin

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Jacques Lemieux

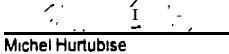
FOR THE PUBLIC SERVICE  
ALLIANCE OF CANADA

\_\_\_\_\_  
John Baglow

\_\_\_\_\_  
Theresa Johnson

  
\_\_\_\_\_  
Richard Ransom

\_\_\_\_\_  
Michel Chantigny

  
\_\_\_\_\_  
Michel Hurtubise

**APP N IX "A" - RATES OF PAY**

**Property Management Employees**

Level	Job Title	Salary Ranges			
		-1-	-2-	-3-	
9	Instrumentation Technician	1 Jan 99	\$ 39,456	\$ 40,458	\$ 42,462
		1 Jan 00	\$ 40,245	\$ 41,267	\$ 44,239
		1 Jan 01	\$ 41,452	\$ 42,505	\$ 45,566
		1 Jan 02	\$ 42,696	\$ 43,780	\$ 46,933
		1 Jan 03	\$ 43,977	\$ 45,094	\$ 48,341
8	Electrician	1 Jan 99	\$ 37,205	\$ 38,147	\$ 40,029
		1 Jan 00	\$ 37,949	\$ 38,910	\$ 41,758
		1 Jan 01	\$ 39,088	\$ 40,077	\$ 43,011
		1 Jan 02	\$ 40,260	\$ 41,280	\$ 44,301
		1 Jan 03	\$ 41,468	\$ 42,518	\$ 45,630
7	Assistant Instrumentation Technician	1 Jan 99	\$ 33,989	\$ 34,845	\$ 36,555
		1 Jan 00	\$ 34,669	\$ 35,542	\$ 38,214
		1 Jan 01	\$ 35,709	\$ 36,608	\$ 39,360
		1 Jan 02	\$ 36,780	\$ 37,706	\$ 40,541
		1 Jan 03	\$ 37,884	\$ 38,838	\$ 41,757
6	Mechanic Mechanic/Operator Cabinet maker	1 Jan 99	\$ 31,309	\$ 32,091	\$ 33,656
		1 Jan 00	\$ 31,935	\$ 32,733	\$ 35,258
		1 Jan 01	\$ 32,893	\$ 33,715	\$ 36,316
		1 Jan 02	\$ 33,880	\$ 34,726	\$ 37,405
		1 Jan 03	\$ 34,896	\$ 35,768	\$ 38,527
5	Operator/Trades Assistant	1 Jan 99	\$ 30,193	\$ 30,944	\$ 32,450
		1 Jan 00	\$ 30,797	\$ 31,563	\$ 34,028
		1 Jan 01	\$ 31,721	\$ 32,510	\$ 35,049
		1 Jan 02	\$ 32,672	\$ 33,485	\$ 36,100
		1 Jan 03	\$ 33,653	\$ 34,490	\$ 37,183
4	Carpenter	1 Jan 99	\$ 29,344	\$ 30,074	\$ 31,531
		1 Jan 00	\$ 29,931	\$ 30,675	\$ 33,090
		1 Jan 01	\$ 30,829	\$ 31,596	\$ 34,083
		1 Jan 02	\$ 31,754	\$ 32,544	\$ 35,105
		1 Jan 03	\$ 32,706	\$ 33,520	\$ 36,158

3	Painter Upholsterer/Repairman	1 Jan 99	\$ 29,344	\$ 30,074	\$ 31,531
		1 Jan 00	\$ 29,931	\$ 30,675	\$ 32,162
		1 Jan 01	\$ 30,829	\$ 31,596	\$ 33,126
		1 Jan 02	\$ 31,754	\$ 32,544	\$ 34,120
		1 Jan 03	\$ 32,706	\$ 33,520	\$ 35,144
2	General Maintenance Worker	1 Jan 99	\$ 24,925	\$ 25,560	\$ 26,832
		1 Jan 00	\$ 25,424	\$ 26,071	\$ 27,369
		1 Jan 01	\$ 26,186	\$ 26,853	\$ 28,190
		1 Jan 02	\$ 26,972	\$ 27,659	\$ 29,035
		1 Jan 03	\$ 27,781	\$ 28,489	\$ 29,906
1	Labourer (temporary)	1 Jan 99		\$ 9.23/hour	
		1 Jan 00		\$ 9.41/hour	
		1 Jan 01		\$ 9.70/hour	
		1 Jan 02		\$ 9.99/hour	
		1 Jan 03		\$ 10.29/hour	
	Cleaner	1 Jan 99		\$ 10.11/hour	
		1 Jan 00		\$ 10.31/hour	
		1 Jan 01		\$ 10.62/hour	
		1 Jan 02		\$ 10.94/hour	
		1 Jan 03		\$ 11.27/hour	

Employees shall progress through the step system annually effective the first pay period following the completion of each year's service until the maximum of their range has been reached

The Lead Hand of the General Maintenance Workers will receive a premium of \$2.00 per hour on top of his regular rate of pay

The Window Washer will receive a premium of \$0.80 per hour on top of his regular rate of pay. When one or more employees perform work as an assistant window washer they will receive a premium of \$0.45 per hour for the amount of hours worked in this function.

**Parking Attendants and Cashiers**

a) Continuing full-time and part-time Lead Hands	1 Jan. 99	\$ 13.17/hour
	1 Jan 00	\$ 13.43/hour
	1 Jan 01	\$ 13.83/hour
	1 Jan 02	\$ 14.24/hour
	1 Jan. 03	\$ 14.67/hour
b) Continuing full-time and part-time Cashiers	1 Jan 99	\$ 12.04/hour
	1 Jan 00	\$ 12.28/hour
	1 Jan 01	\$ 12.65/hour
	1 Jan 02	\$ 13.03/hour
	1 Jan 03	\$ 13.42/hour
c) Part-time Parking Attendants (over 200 hours worked for the Corporation)	1 Jan 99	\$ 8.94/hour
	1 Jan 00	\$ 9.12/hour
	1 Jan 01	\$ 9.39/hour
	1 Jan 02	\$ 9.67/hour
	1 Jan. 03	\$ 9.96/hour
d) Parking Attendants (up to 200 hours worked for the Corporation)	1 Jan 99	\$ 7.79/hour
	1 Jan. 00	\$ 7.95/hour
	1 Jan 01	\$ 8.19/hour
	1 Jan 02	\$ 8.44/hour
	1 Jan 03	\$ 8.69/hour

Lead hands on evenings and weekends shall be appointed by the Employer on as needed basis and will be compensated at the lead hand rates

APPENDIX "B"

\_\_\_\_\_  
Date

National Arts Centre  
PO Box 1534  
Station "B"  
Ottawa, Ontario  
K1P 5W1

Dear Sir/Madam

This will **authorize you** to deduct such amount from my salary as may be **authorized** by the **Union** and to forward **this** amount on my behalf to the **Public Service Alliance** of Canada

I am **sending you this letter in duplicate**, one copy for your **files** and one copy to be returned to the **Public Service Alliance** with the deducton

Yours very truly.

\_\_\_\_\_  
(Employee's **signature**)

\_\_\_\_\_  
Please print employee's name

APPENDIX "C"

General Maintenance Worker

sample work schedule

Monday to Friday      6 am to 2:30 pm  
                                 7:30 am to 4:00 pm  
                                 3 pm to 11 pm

When necessary, two (2) general maintenance workers will be assigned to cleaning the garage on a night shift (Oh to 8.30 am). Each change in scheduling will be for a minimum period of five (5) days, from Monday to Friday, and will be posted five (5) working days prior to the scheduled dates. This paragraph only applies from December 1<sup>st</sup> to March 31<sup>st</sup> of each fiscal year,

APPENDIX "D" / ANNEXE "D"

CONTROL BOARD ATTENDANT / OPÉRATEUR

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

	L	M	TU	WE	TH	FR	SA	SU	L	M	TU	WE	TH	FR	SA	SU	L	M	TU	WE	TH	FR	SA	SU	L	M	TU	WE	TH	FR	SA	SU
24:00 to 06:00	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	3	3	3	3	3	3	3	3	4	4	4	4	4	4	4	4
06:00 to 16:00	4	4	4	4	4	4	4	4	3	3	3	3	3	3	3	3	2	2	2	2	2	2	2	2	1	1	1	1	1	1	1	1
16:00 to 24:00	3	3	3	3	3	3	3	3	4	4	4	4	4	4	4	4	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2
Days of rest / Jours de repos	2	2	2	2	2	2	2	2	3	3	3	3	3	3	3	3	4	4	4	4	4	4	4	4	1	1	1	1	1	1	1	1
non prescrits à l'horaire																																

12 HOUR SHIFTS / PÉRIODE DE TRAVAIL DE 12 HEURES \_\_\_\_\_ CODE

( ) 24:00 to 12:00  
 • 12:00 to 24:00

\_\_\_\_\_ day of rest/Jour de repos

Employee / Employé #1

Employee / Employé #2

Employee / Employé #3

Employee /



APPENDIX "E" / ANNEXE "E"

ELECTRICIANS / ÉLECTRICIENS

SAMPLE WORKING SCHEDULE / ÉCHANTILLON DE L'HORAIRE DE TRAVAIL

	L M	M TU	ME WE	J TH	V FR	S SA	D SU	L M	M TU	ME WE	J TH	V FR	S SA	D SU	L M	M TU	ME WE	J TH	V FR	S SA	D SU				
7:30-16:00	3	3	3	3	3	-	-	4	4	4	4	4	-	-	1	1	1	1	1	-	-	2	2	2	2
7:30-16:00	2	2	2	2	-	-	-	3	3	3	3	-	-	-	4	4	4	4	-	-	-	1	1	1	1
7:30-16:00	4	4	4	4	4	-	-	1	1	1	1	1	-	-	2	2	2	2	2	-	-	3	3	3	3
16:00-24:00	1	1	1	1	1	1	*	2	2	2	2	2	2	*	3	3	3	3	3	3	*	4	4	4	4

Employee / Employé #1

Employee / Employé #2

Employee / Employé #3

Employee /

\* Unscheduled -Call-Out Duty/

• Non prescrit à l'horaire - Rappel au besoin

MEMORANDUM

Taxi Vouchers

As a gesture of goodwill the Corporation will make taxi vouchers available to employees for use under the following circumstances

- a) in the event of an emergency. or
- b) if as a result of operational requirements he has worked beyond midnight missed his last bus ride and there are no other available means of getting home

Misuse will be cause for discipline and may result in the withdrawal of this privilege Employees are required to inform the supervisor on duty during the course of their work period of the anticipated need for a taxi voucher A taxi voucher may be obtained from stage door but only when the supervisor or Property Management Director are not on duty

The voucher is only Intended to cover the cost of the fare and not a gratuity

In exchange for the voucher you are required to complete the following

\_\_\_\_\_  
I (Name) \_\_\_\_\_ have been issued a taxi voucher. no \_\_\_\_\_ on  
(Date) \_\_\_\_\_ at (Time) \_\_\_\_\_ for the purpose of getting home

\_\_\_\_\_  
Employee's Signature

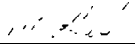
\_\_\_\_\_  
Supervisor's Signature


Memorandum of Agreement

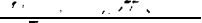
- 1 The **National Arts Centre Corporation** agrees that **effective January 1, 1990** wages shall be **recorded on T-4 slips**
- 2 The **Union** and the **Corporation** agree **that the primary objective of employment equity is to ensure that the labour force within the bargaining unit is a reflection of the composition of the Canadian population, subject to the availability of required skills**


FOR THE NATIONAL ARTS  
CENTRE CORPORATION


FOR THE PUBLIC SERVICE  
ALLIANCE OF CANADA


  
\_\_\_\_\_  
Peter Herndorf

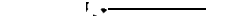
  
\_\_\_\_\_  
John Baglow

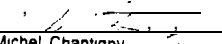
  
\_\_\_\_\_  
Sophia Trotter


  
\_\_\_\_\_  
Theresa Johnson

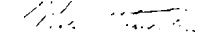
  
\_\_\_\_\_  
George Bouchard

  
\_\_\_\_\_  
Richard Ransom

  
\_\_\_\_\_  
Claude Martin

  
\_\_\_\_\_  
Michel Chantigny

  
\_\_\_\_\_  
Jacques Lemeux

  
\_\_\_\_\_  
Michel Hurlubise

LETTER OF UNDERSTANDING

BETWEEN

THE NATIONAL ARTS CENTRE

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL 70291 -

PROPERTY MANAGEMENT AND PARKING SERVICES EMPLOYEES

There will be no loss or reduction of employment prior to December 31, 2003, of any bargaining unit employee as a result of the privatization of the Property Management and Parking Services

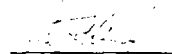
The NAC undertakes to make known to the Union plans for any major change to the organizational structure of the operations of the garage or property maintenance involving the privatization or contracting out of these operations to a third party. The Joint Consultation process set out in Article 28 will be used by the parties and the NAC undertakes to give consideration and respond to any comments of the Union before implementing any such proposals

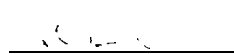
The NAC confirms that prior to December 31, 2003, it will not increase the parking rate of the employees of the Property Management and Parking Services group


Signed this 11<sup>th</sup> day of January, 2000


FOR THE NATIONAL ARTS  
CENTRE CORPORATION

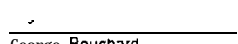
FOR THE PUBLIC SERVICE  
ALLIANCE OF CANADA

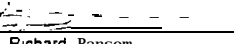
  
Peter Herrndorf

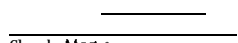
  
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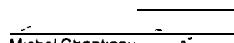
  
Sophie Trottier


  
Theresa Johnson

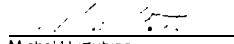
  
George Bouchard

  
Richard Ransom

  
Claude Martin

  
Michel Chantigny

  
Jacques Lemieux

  
Michel Hurtubise

LETTER OF UNDERSTANDING

BETWEEN

THE NATIONAL ARTS CENTRE

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL 70291 .

PROPERTY MANAGEMENT AND PARKING SERVICES EMPLOYEES

Job Evaluation

During the life of the Collective Agreement, the employer agrees to hold meaningful consultation with the alliance in order to establish a committee for the review of the work descriptions and their evaluations.

Signed this 15<sup>th</sup> day of March, 2000

FOR THE NATIONAL ARTS CENTRE  
CORPORATION

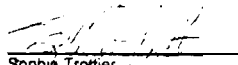
FOR THE PUBLIC SERVICE ALLIANCE  
OF CANADA, LOCAL 70291

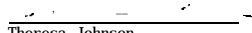
FOR THE NATIONAL ARTS  
CENTRE CORPORATION

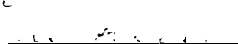
FOR THE PUBLIC SERVICE  
ALLIANCE OF CANADA


  
Peter Herrndorf

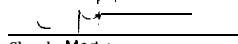
  
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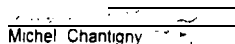
  
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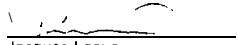
  
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