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NATIONAL ARTS CENTRE

COLLECTIVE AGREEMENT

BETWEEN

THE NATIONAL ARTS CENTRE CORPORATION

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

LOCAL 70291 - SECURITY OFFICERS

JULY 1ST 1991 TO JUNE 30TH 1993

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 day of in the year 1992.

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

-and-

THE PUBLIC SERVICE ALLIANCE OF CANADA,
Security Officers Group.

Article 1 - 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 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 to this Agreement share a desire to improve the quality of service 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.

Article 2 - Interpretation and Definitions

- 2.01 For the purpose of this Agreement:
- a) "Alliance" means the Public Service Alliance of Canada.
 - b) "Common-law spouse" relationship is said to exist when for a continuous period of at least one year, an employee has lived with a person of the opposite sex, publicly represented that person to be his/her spouse and continues to live with that person as if that person was his/her spouse.

- c) "Continuing full-time Employee" means an employee engaged on a full-time basis for an indefinite period of time..
- d) "Continuous service" (for the purpose of computing Superannuation, Severance pay), includes prior service with the 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.
- e) "Corporation" means the National Arts Centre Corporation.
- f) "Employee" means a person who is a member of the bargaining unit.
- g) "Employer" means the National Arts Centre Corporation.
- h) "Fiscal Year" means the period of time from September 1st in one year to August 31st inclusive in the following year.
- i) "Continuing Part-time Employee" means an employee who is normally scheduled to work one or two part-time shifts on a regular basis and who may work extra shifts to replace continuing full-time employees or may work minimum four (4) hour calls.
- j) "Part-time shift" is an eight hour standard shift period during the week-end.
- k) "Service" (for purposes of Article 15 - Leave) includes: prior service with the Federal Public Service, Canadian Armed Forces, Crown Corporations or Agencies, service at the Corporation, (including unpaid leave not exceeding thirty (30) days), subject to provision of acceptable documentary evidence.
- l) "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 between the Employer and the Alliance.

- m) "Ward" means a person who is without full legal capacity or is otherwise incapable of managing his own affairs and whose person, property or rights are under the protection of another person known as a guardian.

Article 3 - Application

- 3.01 The provisions of this Agreement apply to the Alliance, the employees and the Employer.
- 3.02 The Employer agrees to employ continuing, part-time and temporary employees to handle its normal security and policing duties. In the event of special occasions, or emergencies, the Employer has the right to hire on a provisional basis other personnel to whom this Agreement will not apply, provided that such hiring is only to satisfy the needs of such special occasions or emergencies, and shall not cause a reduction in hours or lay-off of any of the employees covered by this Agreement.
- 3.03 Both the English and French texts of this Agreement shall be official.

Article 4 - Recognition

- 4.01 The Corporation recognizes the Alliance as the sole and exclusive bargaining agent for all employees described in the certificate issued by the Canada Labour Relations Board on the 14th day of December 1972, and amended by the parties on September 1, 1981, and further amended on 28 November 1984 as "A unit of employees of the National Arts Centre, Ottawa, Ontario, classified as Security Officers, excluding Chief of Security".

Article 5 - Alliance Activity

- 5.01 It is agreed that there shall be no discrimination by the Corporation against any employee because of his affiliation with the Alliance. It is further agreed that there shall be no solicitation of members or other union activity during working hours except as provided in this agreement.

- 5.02 The employer agrees to provide employees with a copy of the collective agreement, in the official language of their choice, within ten (10) weeks of the signing of the agreement.

The Employer agrees to provide to the Alliance twelve (12) extra copies of the collective agreement within ten (10) weeks of the signing of agreement.

- 5.03 Employees shall receive a copy of the Collective agreement during their first working week.
- 5.04 The employer agrees to provide Local No. 70291 with a locale on its premises in a convenient location.

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 Union 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 these rights be used in a manner which would deprive present employees of their employment, unless through just cause.

Article 7 - No Cessation of Work

- 7.01 In view of the orderly procedure for the settlement of complaints, and grievances as established herein, there shall be no lock-out by the Corporation and no strike, sit-down, slow-down, stoppage of work, or any act of a similar nature which would interfere with the efficient security operation of the Corporation by the Alliance, its officers, agents, and the employees during the period in which this Agreement is in force.

Article 8 - Alliance Stewards and Committees

- 8.01** The Alliance may choose a steward, preferably from the department, to assist in processing grievances as outlined under the Grievance Procedure, and to otherwise represent the Alliance. In the steward's absence, a designated alternate steward may act on his behalf.
- 8.02** a) The Corporation shall recognize a bargaining committee of not more than four (4) persons, two (2) of whom shall be employees and two (2) of whom shall be representatives from the Alliance's office. The employees involved shall participate on their own time, and compensation for such time may be granted at the discretion of the Employer.
- b) The Alliance shall recognize a bargaining committee of not more than four (4) Corporation representatives.
- c) each side may have consultants and observers present during bargaining.
- 8.03** 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 Steward, and the designated alternate Steward. The Alliance shall notify the Corporation of the members of the bargaining committee upon giving notice to bargain.
- 8.04** If it is necessary for a steward or other employee to take time off during working hours in connection with a grievance, he must receive prior permission from the Chief of Security (or the Supervisor on duty) for the period involved and must report back to him at the end of the period. The Corporation agrees to allow reasonable time for such purposes.

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 All grievances shall be submitted to the Supervisor, or designate, at each stage of the grievance procedure. The Supervisor shall be responsible for forwarding the grievance to the appropriate Employer's representative authorized to deal with grievances as well as for providing the griever and the Steward, if applicable, with a dated 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 Employees who feel themselves to be aggrieved by the interpretation or 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 are in dispute or which is alleged to have been violated, and the redress sought. The Supervisor, or designate, shall be the Employer's representative authorized to deal with grievances at Stage 1 and 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 Alliance within ten (10) days of the receipt of the grievance.

The supervisor or designate 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 only 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 a 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 was postmarked by registered mail 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 his appointment. The decision shall be final and binding upon the

parties and upon 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 - Lay-Off and Recall

- 11.01 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. Employees shall be laid off in the reverse order of their seniority, provided that the employees retained to perform the work available during a lay-off shall be the employees who are competent and willing to perform the work required. When competence and willingness are equal in the judgement of the Corporation, seniority shall govern.
- 11.02 Recall after lay-off shall be in order of seniority.

Article 12 - Seniority

- 12.01 In this Agreement, seniority is based upon length of service in the bargaining unit as a continuing full-time employee and shall be used in determining preference or priority for promotions, lay-offs, recalls, shift work and vacation periods.
- 12.02 Continuing full-time employees hired into the bargaining unit are considered to be probationary employees for the first ninety (90) days. This initial probationary period may be extended by an additional ninety (90) days. Probationary employees shall have no seniority rights under this Agreement and may be discharged by the Corporation at its discretion during that period. An employee; during his initial probationary period, does not have access to the

grievance and arbitration procedures contained in this Agreement.

- 12.03 a) Notwithstanding Clause 12.01, a continuing part-time employee shall acquire or be entitled to exercise seniority rights for purposes of determining preference or priority for promotions, lay-offs, recalls, shift work and vacation periods, after he has completed his probationary period (or extended probationary period). Seniority shall count from the first day worked.
- b) The first two hundred and fifty (250) hours shall be considered the probationary period during which a continuing part-time employee does not have access to the grievance and arbitration procedures contained in the Agreement, and may be discharged by the Corporation at its discretion. This probationary period may be extended by an additional one hundred (100) hours at the discretion of the Employer.
- 12.04 All seniority rights of an employee shall cease only for any of the following reasons:
- a) He resigns;
- b) He is discharged and not reinstated through the Grievance or Arbitration Procedures;
- c) He fails to return from authorized leave unless such failure to return is proven to the satisfaction of the Employer to have been due to causes beyond the employee's control;
- d) He fails to report for work after a lay-off within ten (10) calendar days of the date on which the notice of recall was postmarked unless such failure is proven to be due to causes beyond the employee's control. The notice will be sent by registered mail to the last address of the employee of which the Employer has record. An employee is responsible for advising the Employer in writing of any change of address at all times.
- e) He is laid-off for a period longer than three (3) consecutive months;

- f) He retires;
 - g) He attains the regulatory retirement age specified by Canada Pension Plan or the Quebec Pension Plan, whichever is applicable to the individual.
 - h) If he is absent due to illness or accident (at work or not) for a period of twenty-four (24) months or more with the exception of part-time employees, in which case this period is for six (6) months. However, an employee who returns to work after the twenty-fourth (24th) month, or after the twelfth (12th) month in the case of part-time employees with five (5) years or more of seniority, of absence due to illness or accident, can return to a vacant position only for which he has the required competence and if he is capable to accomplish the duties of that position.
- 12.05 Seniority ceases to accumulate during the period an employee is laid-off.
- 12.06 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board at Stagedoor in January of each year.

Article 13 - Hours of Work

- 13.01 For the purpose of this Article:
- a) "day" means a twenty-four (24) hour period commencing at 00:01 hours;
 - b) "week" means a period of seven (7) consecutive days beginning at 00:01 hours Sunday morning and ending at 24:00 hours the following Saturday night.
- 13.02 Subject to the conditions of this Article, the Employer shall schedule hours of work and meal periods. The Employer will provide for rest periods, the timing of which will be at his discretion.

Hours of Work

- 13.03 a) A master work schedule will be prepared showing hours of work so that continuing full-time

employees :

- i) work seven and one-half (7 1/2) hours per day within a period of eight (8) consecutive hours, as specified in Clause 13.04 inclusive of a one-half (1/2) hour paid lunch period;
 - ii) work an average of thirty-seven and one-half (37 1/2) hours and an average of five (5) days per week;
 - iii) obtain days of rest which are consecutive and not less than two (2).
- b) A master work schedule will be prepared showing hours of work so that continuing part-time employees work seven and one-half (7 1/2) hours per day within a period of eight (8) consecutive hours, as specified in Clause 13.04 inclusive of an one-half (1/2) hour paid lunch period.

Work assignments within a part-time shift shall be scheduled on a rotating basis (e.g. Front of House, Stage Door and Patrol).

- c) An employee shall be required to remain on the Employer's premises during his scheduled eight (8) hours and must be readily available during his scheduled one-half (1/2) hour paid lunch period and may be required to perform emergency functions.

If an employee is required to perform emergency functions during his one half (1/2) hour paid lunch period no additional time will be granted.

- 13.04 a) The standard shift schedule shall be such that:
- i) the day shift starts between 07:30 and 08:30 hours;
 - ii) the afternoon shift starts between 15:30 and 16:30 hours;
 - iii) the night shift starts between 23:30 and 00:30 hours;

and ends eight (8) hours later.

- b) The standard shift schedule shall not apply to additional full-time or part-time positions that are added after the signing of this Agreement.
- 13.05 a) The Employer shall set up a master work schedule for a minimum fourteen (14) day period, posted seven (7) days in advance which will cover the normal requirements of the operations.
- b) Continuing part-time and temporary employees shall be paid for the time actually worked or a minimum of four (4) hours pay at straight time, whichever is the greater in accordance with the applicable rate of pay specified in Appendix "A" of this Agreement. However, if an employee requests and is granted permission to leave before the end of his minimum four (4) hour work period, he shall be paid for only those hours which he worked.
- 13.06 a) Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
- b) No employee may cancel a shift without a minimum of forty-eight (48) hours advance notice, except in cases of illness or other reasons beyond the employee's control. After four (4) cancellations in a fiscal year for reasons of illness, the employee must provide the employer with a doctor's certificate for each future absence (this paragraph does not reduce the scope or hinder the application of Article 17).
- When cancellation is caused by reasons beyond his control, he must justify the cancellation.
- c) Where feasible, when employees are being contacted to work as replacements on shifts scheduled for more than twenty-four (24) hours later and it is possible for a message to be left, employees shall be given one-half (1/2) hour to respond to accept or reject the shift.
- 13.07 An employee who is required to change his scheduled shift on the master work schedule without receiving at least three (3) days notice in advance of the starting

time of such change in his 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.

13.08 The Employer shall make every reasonable effort:

- a) To schedule hours of work to the mutual satisfaction of the employees and the Employer.
- b) Not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift.

13.09 It is **also** recognized that the meal period may be staggered for employees. However, the Employer will make every effort to schedule meal periods at times convenient to the employees.

Article 14 - Overtime

14.01 In this Article:

- a) "Overtime" means, in the case of a continuing full-time employee, authorized work in excess or outside of his scheduled hours of work. For continuing part-time or temporary employees it means work performed in excess of seven and one-half (7 1/2) hours in a day or thirty-seven and one-half (37 1/2) hours in a week at straight time rates.
- b) "Straight time rate" means the hourly rate of pay as specified in Appendix A.
- c) "Time and one-half" means one and one-half times (1 1/2T) the straight time rate.
- d) "Double time" means two times (2T) the straight time rate.

14.02 a) Subject to operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis.

- b) Except in cases of emergency, call back, shift cancellation or mutual agreement, the Employer shall whenever possible, give at least four (4) hours notice of any requirements for overtime work.
- 14.03 subject to Clause 14.04, overtime shall be compensated for at the following rates:
- a) Time and one-half (1 1/2T) except as provided for in Clause 14.03 (b);
 - b)
 - i) double time (2T) for all hours of overtime worked in excess of seven and one-half (7 1/2) consecutive hours of overtime in any continuous period;
 - ii) double time (2T) for all time worked on the second day of rest.
 - iii) an employee who is required to work on a designated paid holiday following a day of rest on which he also worked and received overtime in accordance with Clause 14.03 shall be compensated for hours worked at the rate of "double time" (2T) for all the time worked. This is in addition to the holiday pay provided for in Article 16.
 - c) An employee who works the first shift of a week shall be paid time and one-half (1 1/2T) if he has worked the last shift of the previous week.
- 14.04 An employee is entitled to overtime compensation under Clause 14.03 for each completed period of fifteen (15) minutes of overtime worked by him:
- a) when the overtime work is authorized in advance by the Employer, and
 - b) when the employee does not control the duration of the overtime worked.
- 14.05 An employee who is recalled to work overtime after having left the Corporation premises and reports for work will be granted a minimum of four (4) hours compensation at the applicable overtime rate.

14.06 If an employee is required to work three (3) hours or more immediately before or following his regularly scheduled hours of work or is required to work for five (5) hours or more on a day of rest or on a designated paid holiday, he shall receive a meal allowance of eight dollars and fifty-five cents (**\$8.55**) effective July 1, 1991, and eight dollars and seventy-five cents (**\$8.75**) effective the 1st of July, 1992. Reasonable time with pay, to be determined by the employer, shall be allowed to the employee in order that he may eat his meal either at or adjacent to his place of work.

14.07 In no case shall overtime accrue on overtime.

Article 15 - Vacation leave

15.01 For each calendar month in which a continuing full-time employee has earned at least ten (10) days' pay, the employee shall earn vacation leave credits at the rate of:

- a) one and one-quarter (**1 1/4**) days per calendar month, if the employee has less than eight (8) years of service;
- b) one and two-thirds (**1 2/3**) days per calendar month if the employee has completed eight (8) years of service, commencing with the month in which he earns at least ten (10) days pay following the date on which he completes eight (8) years of service;
- c) two and one-twelfth (**2 1/12**) days per calendar month if the employee has completed eighteen (18) years of service, commencing with the month in which he earns at least ten (10) days pay following the date on which he completes eighteen (18) years of service.

Where an employee has earned less than ten (10) days' pay in a given calendar month, he shall be entitled to an amount equal to six percent (6%) of his gross earnings for said calendar month that he would otherwise be entitled to under (a), six point five percent (6.5%) that he would otherwise be entitled to under (b), and seven percent (7%) that he otherwise be entitled to under (c). This amount shall become due and payable during a mutually agreed upon vacation leave period.

- 15.02 If an employee leaves the Corporation for any reason during the leave year he will be paid for vacation earned that has not been taken or he will be charged for vacation taken which has not been earned. In the event of an employee's death, no charge shall be made for vacation taken which has not been earned.
- 15.03 An employee will be granted an additional day of vacation leave when a designated holiday falls on a day on which he is on vacation leave.
- 15.04 Vacation leave will not be granted to an employee who has given notice of resignation from the Corporation. However, such an employee will be paid for vacation leave earned but not taken.
- 15.05 Vacation leave will be taken during the year in which it is earned. Upon written request employees may, with the approval of the Corporation, be allowed to carry over a maximum of one (1) year credit to the next fiscal year. Such request shall not be unreasonably denied.
- 15.06 Vacation periods will be scheduled to suit the convenience of both the employee and the Employer, with consideration being given to workload and seniority.
- 15.07 a) An employee engaged on a part-time or temporary basis shall be paid, in lieu of vacation, an amount equal to six percent (6.0%) of his gross earnings; such amount to be added to each pay cheque. Also, part-time employees only, are entitled to a maximum of three (3) week-ends (six days) per fiscal year, of unpaid vacation leave, provided they have worked four hundred and sixteen (416) hours in the twelve (12) months immediately preceding the request for such leave.
- b) When a continuing 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 agreement.

The parties agree to prepare a letter of understanding, after the signing of this Collective Agreement, on the setting up of a committee to determine the number of hours for each employee covered by this Article.

- 15.08 a) The Employer shall pay to the employee in advance of a vacation leave of one (1) week or more, the estimated net salary payable during said leave.
- b) The employee will give three (3) weeks notice, in writing, for advance payment prior to the anticipated date of departure.

Article 16 - Designated Paid Holidays

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

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

- 16.02 Clause 16.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated paid holiday.
- 16.03 Clause 16.01 does not apply to continuing part-time or temporary employees who commence employment with the Corporation during the thirty (30) day period preceding the designated paid holiday nor to those part-time or temporary employees who were not entitled to pay for at least ten (10) days during the thirty (30) day period; except that those who are required to work on a designated paid holiday will be compensated for hours worked at one and one-half time (1 1/2T) the stipulated hourly rate.
- 16.04 If a designated holiday falls on an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day following his day of rest.

- 16.05** If a designated holiday coincides with a day on which an employee works a regular shift, he shall receive, in addition to the pay he would have received had he not worked on the holiday, compensation in accordance with the applicable overtime provision (Clause **14.03**).
- 16.06** Continuing part-time and temporary employees who are entitled to wages for at least ten **(10)** days out of thirty **(30)** days preceding the holidays designated in Clause **16.01** 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 delineated in Appendix "A".
- 16.07** Employees required to work on Christmas Day will be paid at two **(2T)** times the applicable rate delineated in Appendix "A".
- 16.08** Employees shall be paid at least time and one-half **(1 1/2T)** for work performed after **16:00** hours Christmas Eve and New Year's Eve.
- 16.09** a) All time worked by continuing part-time employees on Easter Sunday shall be paid at time and one half the applicable rate of pay in Appendix A, provided that the employee does not qualify and therefore is not entitled to pay for Easter Monday as set out in article **16.03**.
- b) Furthermore, if a part-time employee is also required to work on Easter Monday, for which he will be paid in accordance with article **16.03**, the above paragraph a) does not apply.

Article 17 - Sick Leave

- 17.01** Continuing full-time employees shall earn sick leave credits at the rate of one and one-quarter **(1 1/4)** days for each calendar month for which they are entitled to pay, for at least ten **(10)** days. Unused credits shall accumulate from year to year without limit.
- 17.02** The Corporation shall grant sick leave with pay to continuing full-time employees, chargeable against sick leave credited, whenever an employee is unable to perform his duties because of illness or injury,

provided that:

- a) he satisfies the Employer, by means of a written statement, that his condition prevented him from working;
 - b) he has earned the necessary sick leave credits, and;
 - c) a medical certificate, signed by a qualified medical practitioner, is presented as soon as practicable after return to work in support of a request for paid sick leave, when the condition preventing him from reporting for duty extends beyond a total of four (4) working days during one (1) period of disability or a total of eight (8) days during a fiscal year.
- 17.03 Sick leave may be granted at the discretion of the Employer in advance up to a maximum of fifteen (15) days if credits have been exhausted. Leave used in advance is to be earned upon return to work, before further credits will accrue.
- 17.04 Misuse of sick leave benefits may be considered a sufficient cause for dismissal.
- 17.05 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 denied.

Article 18 - Injury-on-Duty Leave

- 18.01 Employees under this Agreement are covered by the provisions of the Government Employees' Compensation Act and are entitled to benefits in accordance with that Act.

Article 19 - Court Leave

- 19.01 The Corporation will grant leave with pay to employees for the period of time they are required:
- 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.

The employee will reimburse the Employer any amount received as compensation from another party for loss of salary. In no case will this amount exceed what was paid by the Employer for the period of absence.

- 19.02** At its discretion the Corporation may pay towards the legal costs and expenses, including loss of salary, if any, incurred by an employee by virtue of the proper performance of his employment duties. Such payment will not be withheld without a reason.

Article 20 - Severance Pay

- 20.01** Under the following circumstances and subject to Clause **20.02**, a continuing employee shall receive severance benefits calculated on the basis of his weekly rate of pay:

a) Lay-Off

On first lay-off, two (2) weeks' pay for the first year of continuous service with the Corporation and one (1) week's pay for each additional complete year of continuous service with a maximum benefit of twenty-eight (28) weeks.

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

c) Resignation

On resignation with ten (10) or more years of continuous service, one-half (1/2) week's pay for each complete year of continuous service with a maximum pay benefit of thirteen (13) weeks.

d) Retirement

On retirement, ~~when~~ a continuing employee is entitled to an immediate annuity under the terms of the Public Service Superannuation Act, or is entitled to an annual allowance under the same Act, one (1) week's pay for each year of continuous service with a maximum benefit of twenty-eight (28) weeks.

e) Death

If a continuing ~~employees~~ dies, there shall be paid to his estate, one (1) week's pay for each year of continuous service to a maximum of twenty-eight (28) weeks, regardless of any other benefit payable.

f) Rejection on Probation

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

g) Termination for Incapacity

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

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

Article 21 - Job Security

- 21.01 The Corporation undertakes to give continuing employees who are to be laid off as much advance notice as possible and in no case less than one (1) month.
- 21.02 During the period of notice the employee shall be granted reasonable time off with pay to seek other employment and the Corporation will make all reasonable effort to place the employee in other positions within the Corporation.

Article 22 - Special Leave

- 22.01 a) Where a member of a continuing full-time employee's immediate family dies that continuing full-time employee shall be entitled to special leave with pay for a period of up to four (4) working days not extending beyond the day following the funeral and may, in addition, be granted up to three (3) days leave for the purpose of travel related to the death.
- b) Where a member of a continuing part-time employee's immediate family dies, that continuing part-time employee shall 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) An employee will be granted leave with pay up to a maximum of one (1) day, in the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.
- d) 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.
- 22.02 For the purpose of this Article immediate family is defined as father, mother (or alternatively step-father, step-mother, or foster parent), brother, sister, spouse (including common-law spouse), child,

step-child, or ward of the employee, father-in-law, mother-in-law, (or alternatively child, step-child, ward, father or mother of a common-law spouse) and relative permanently residing in the employee's household or with whom the employee permanently resides.

- 22.03 An employee who gives the Employer at least two (2) weeks' notice, shall be granted special leave with pay for a period of up to five (5) working days, for the purpose of getting married.
- 22.04 At the discretion of the Employer, employees may 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 and granted on separate days.
- 22.05 At the discretion of the Employer and with prior authorization, leave with or without pay may be granted without penalty for up to forty (40) consecutive days. Such leave shall not be unreasonably denied.
- 22.06 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 eleven (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 leave for the Birth of a Child 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) An employee will not be required to take a leave of absence from employment because she is pregnant but the Corporation may require her to do so, if she is unable to perform an essential function of her job and there is no alternate job available.

22.07 Leave for Child Care Responsibilities

- a) Employees who will have the actual care and custody of a newborn child, are entitled to and shall be granted a leave of absence of up to twenty-four (24) weeks as listed below. This leave may be shared by the parents, but shall not exceed the total of twenty-four (24) weeks.

b) Female Employee

This leave may commence on:

- i) expiration of her leave for Birth of a Child, or
- ii) the day the child is born, or
- iii) the day the child comes into her actual care and custody.

c) Male Employee

This leave may commence on:

- i) expiration of leave for Birth of a Child taken by the mother;
- ii) expiration of any leave taken for Child Care Responsibilities taken by the mother;
- iii) the day the child is born; or
- iv) the day the child comes into his actual care and

custody.

- d) Employees who commence legal proceedings under the laws of a province for the adoption of a child, are entitled to and shall be granted leave of absence of up to twenty-four (24) weeks following the day the child actually comes into his/her custody. This leave may be shared by the parents, but cannot be taken at the same time, and shall not exceed the total of twenty-four (24) weeks.

22.08 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 22.06 and 22.07 will, upon 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 Clause 22.08 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 will, on return, receive the new level wages and benefits.
- 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 accumulate seniority during the period of the leave.

Article 23 - Welfare

23.01 The application of the present Group Insurance and

Pension benefits shall continue in respect of the continuing full-time employees under this Agreement.

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

Article 24 - Posting of Notices

- 24.01 The Corporation agrees to make reasonable space available for the posting of notices by the Alliance. Such notices must, however be approved for posting purposes by the Corporation prior to being posted.

Article 25 - Check-Off

- 25.01 All employees within the bargaining unit covered by this Agreement 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 however to:
- a) an employee who satisfies the Employer to the extent that he declares in an affidavit that he is a member of a religious organization registered pursuant to the Income Tax Act, whose doctrine prevents him as a matter of conscience from making financial contributions to an employee organization and that he will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is counter signed by an official representative of the religious organization involved.
- 25.02 New employees shall, as a condition of employment, be or become members of the Alliance upon completion of their initial probationary period, and shall, as a condition of employment, maintain their membership thereafter.
- 25.03 The Corporation shall remit monthly to the Alliance the sums deducted in accordance with Clause 25.01. When remitting such deductions to the Alliance, the Corporation shall forward 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, along with the employee's union membership number.

- 25.04 When a continuing employee leaves the employ of the Corporation, the Corporation shall forward written notification of termination to the Alliance, and the Alliance shall send the Corporation a receipt for same.
- 25.05 A form authorizing the Corporation to deduct the Union dues from wages will be signed by all employees. A copy of each signed form will be forwarded to the Union on the following deduction date. A copy of said form is attached herewith as Appendix "B"

Article 26 - Employee Performance Review and Employee Files

- 26.01 When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to him at that time.
- 26.02 Upon written request of an employee, the personnel file of that employee will be made available once per year for his examination in the presence of an authorized representative of the Employer.
- 26.03 When an unsatisfactory report is placed on an employee's file, the employee concerned must be given an opportunity to sign the report in question to indicate that its contents have been read. Reports relating to an offence which appears in the file of an employee will be removed from the employee's file and destroyed after a period of twenty-four (24) months from the date of the offence. The incidents giving rise to the said reports shall in no way be referred to or considered thereafter.

Article 27 - Pay

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

- 27.02 Payment is made every two (2) 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.

Article 28 - Safety and Health

- 28.01 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.

Article 29 Employee's Facilities

- 29.01 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.
- 29.02 The employees shall maintain orderly conditions of the facilities mentioned in Clause 29.01. The Alliance agrees that the failure of the employees to do so may restrict the use of the above facilities.

Article 30 - Joint Consultation

- 30.01 To facilitate discussions on matters of mutual interest outside the terms of the Collective Agreement, the parties to this Agreement shall recognize 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.
- 30.02 Meetings of these Committees will be held on the Employer's premises.

- 30.03 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 the 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.

Article 31 - Uniform and Clothing Allowance

- 31.01 The Employer shall supply at his cost a uniform to all employees, to be replaced as required including a jacket, two (2) pairs of trousers, one (1) tie and two (2) shirts and one pair of safety shoes. These articles must be worn by each employee only while on duty and shall remain the property of the National Arts Centre.

However, the continuing full-time employees will be supplied two (2) jackets.

- 31.02 The Employer shall supply winter and rain coats to be worn by Security Officers while on duty. Three coats of each type shall be supplied in appropriate sizes.
- 31.03 It shall be the responsibility of the Employer to clean, launder and maintain all clothing issued.

Article 32 - Standards of Discipline

- 32.01 The Corporation at its discretion may discipline any employee for just cause.
- 32.02 Except in the case of an oral reprimand the Corporation shall provide an employee with a written record of any disciplinary action taken by the Corporation against him, and such written record shall include the reason for the disciplinary action.
- 32.03 In order of severity the types of disciplinary actions are:

- ||| Oral reprimand.
- c | Written reprimand.
- d | Suspension.
- Dismissal.

Article

- 33.01 Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

Article 34 - Job Classification and Reclassification

34.01 No Elimination of Present Classification

Existing classification shall not be eliminated without prior consultation with the Alliance.

34.02 Changes in Classification

When the duties in any classification are changed or increased, or where the Alliance and/or an employee feels he is unfairly or incorrectly classified, or when a position not covered in Appendix "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Alliance. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the change was established.

Article 35 - Shift Premium

- 35.01 Effective July 1, 1991, employees who work between the hours of midnight to eight (8) AM, shall receive a shift premium of fifty cents (\$0.50), and effective July 1, 1992, fifty-five cents (\$0.55) per hour for all hours worked.

Article 36 - Parking

- 36.01 Employees shall be allowed the staff preferred parking rate by the National Arts Centre.



Article 37 - Duration of Agreement


37.01 The parties hereto agree that this Agreement shall be effective ~~from July 1, 1991~~ until midnight on June 30, 1993 and thereafter ~~from year to year~~ unless within three (3) months immediately preceding the date of expiry of this Agreement, written notice of intention to negotiate is given by either party to the other party.

37.02 This Agreement may be amended by mutual consent.

This agreement is made in duplicate and signed this ^{2nd} day of April . . . 1992, at Ottawa, Ontario.

FOR THE NATIONAL ARTS
CENTRE CORPORATION

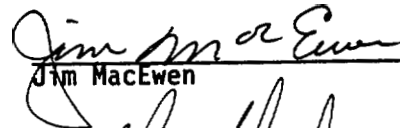

Yvon DesRochers

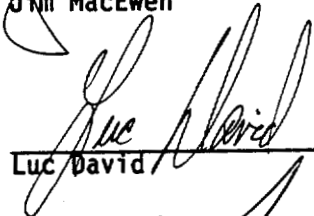

Bernard Geneste

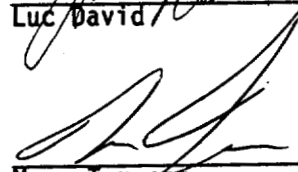

Carl Morrison


Robert Asselin

FOR THE PUBLIC SERVICE
ALLIANCE OF CANADA


Jim MacEwen


Luc David


Marc Turgeon


Alain Arseneault

Appendix "A" - Rates of Pay

Security Officers		Effective	Effective
		01 July 1991	01 July 1992
a)	New employees hired after date of signing	\$8.50	\$8.76
b)	More than 1 year of service	\$9.92	\$10.22
c)	More than 2 years of service	\$11.44	\$11.78
d)	More than 6 years of service	\$11.71	\$12.06

In lieu of fringe benefits, continuing part-time employees receive \$0.13 for each hour worked.

Date

National Arts Centre
P.O. Box 1534
Station "B"
Ottawa, Ontario
K1P 5W1

Dear Sir:

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 deduction.

Yours truly,

(Employee's signature)

Please print employee's name

LETTER OF AGREEMENT

Between the National Arts Centre Corporation and the Public Service Alliance of Canada.

RE: TRAINING

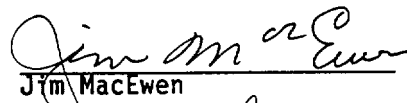
The Employer undertakes to train new employees so that they are fully qualified to perform the duties of their position.

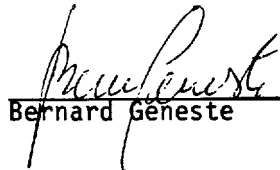
Signed at Ottawa this *2nd* day of *April*, 19*92*

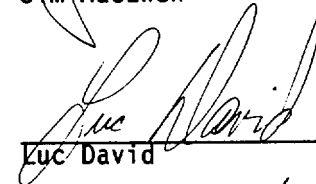
FOR THE NATIONAL ARTS
CENTRE CORPORATION

FOR THE PUBLIC SERVICE
ALLIANCE OF CANADA


Yvon DesRochers


Jim MacEwen


Bernard Geneste


Luc David


Carl Morrison


Marc Turgeon


Robert Asselin


Alain Arseneault

LETTER OF AGREEMENT

Between the National Arts Centre Corporation and the Public Service Alliance of Canada.

RE: Rock and Similar Performances

Upon request of the Security Officer scheduled to work that particular performance, the Employer may schedule an additional Security Officer to assist in crowd control in cases where unruly conduct is foreseen.

Signed at Ottawa this 2nd day of April, 1997.

FOR THE NATIONAL ARTS
CENTRE CORPORATION

FOR THE PUBLIC SERVICE
ALLIANCE OF CANADA

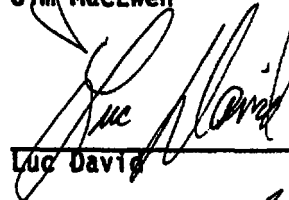

Yvon DesRochers


Bernard Geneste


Tari Morrison


Robert Asselin


Jim MacEwen


Luc Davis


Marc Turgeon


Alain Arseneault