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NO. OF EMPLOYEES	50
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THIS COLLECTIVE AGREEMENT made in duplicate in the Ottawa, Regional Municipality of Ottawa-Carleton, of Ontario, this 22nd day of December 1988.

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

AND THE PUBLIC SERVICE ALLIANCE OF CANADA FOR CAPTAIN USHER, USHER AND TOUR GUIDE.

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 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 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 (1) year, employees have lived with a person of the opposite sex, publicly represented that person to be their spouse and continue to live with that person as if that person was their spouse,
 - c) "Corporation" means the National Arts Centre Corporation,
 - d) "Employee" means a person who is covered by this Agreement,
 - e) "Employer" means the National Arts Centre Corporation,
 - f) "Ward" means persons who are without full legal capacity or are otherwise incapable of managing their own affairs and whose person, property or rights are under the protection of another person known as a guardian.
- 2.02 Both the English and French texts of this Agreement shall be official.

Article 3 -

- 3.01 The provisions of this Agreement apply to the Alliance, the employees, and the Employer.
- 3.02 The Corporation agrees to engage employees to handle the normal duties of captain ushers, ushers and guides. In the event of special occasions, or emergencies, the Employer has the right to hire on a temporary 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 of any of the employees covered by this Agreement.
- 3.03 Notwithstanding the provisions of Article 14, an employee's failure to report for scheduled days and hours of work without valid reason(s) will be cause for discipline.

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 20th day of February 1976, as:
- "All persons employed by the National Arts Centre Corporation as Captain Usher, Usher and Tour Guides.

Article 5 - Alliance Activity

- 5.01 It is agreed that there shall be no discrimination by the Corporation against employees because of their 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 may, at its discretion, provide the bargaining unit employees with a meeting space for matters relating to their employment.
- 5.03 The Employer agrees to provide Local no. 70291 with a locale on its premises in a convenient location.
- 5.04 (a) The Employer agrees to provide employees with a copy of the collective agreement, in the official language of their choice, within three (3) months of its signing.
- (b) Subject to Clause 5.04 (a), the Employer agrees to provide each new employe. a copy of the collective agreement on their first day of work.

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 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 look-out by the Corporation and no strike, sit-down, cllow-down, stoppage of work, or any act of a similar nature which would interfere with the efficient ushering and guiding 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, through the bargaining unit, may choose stewards to assist in processing grievances as outlined under the Grievance Procedure, or to otherwise represent the Alliance. In the stewards' absence, a designated alternate steward may act on their behalf. The Alliance may designate an alternate Steward.
- 8.02 (a) The Corporation shall recognize a bargaining committee composed of a maximum of four (4) persons of whom two (2) shall be employees, one (1) a representative of the office of the Alliance and one other either an employee or a representative of the Alliance. The employees involved shall participate during their free time and the employer may remunerate such time at his discretion.
- (b) The Alliance shall recognize a bargaining committee of not more than four (4) Corporation representatives.
- (c) Each aide 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 official 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 Local Elected Official or other employee to take time off during working hours to attend Management meetings, in connection with a grievance, or to investigate complaints of an urgent nature, prior permission from the supervisor on duty must be received for the period involved. This person must report back to the

Supervisor at the end of the period. The corporation agrees to allow reasonable time for such purposes.

- 8.05** The Corporation must provide the shop steward with the following information concerning the bargaining unit, as well as the information provided by virtue of Clauses 13.05, 21.03 and 21.04:
- a) a copy of posters for competitions;
 - b) the list of accepted and non-accepted candidates for competitions for the positions of Captain Usher and Tour Guide;
 - c) a copy of the time schedule and the "house call";
 - d) a copy of memos sent to all staff and members of the bargaining unit.

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 House Manager, or designate, at each stage of the grievance procedure. The House Manager shall be responsible for forwarding the grievance to the appropriate Employer's representative authorized to deal with grievances as well as for providing the grievor 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 ten (10) days in which to submit a grievance from the date on which they first became aware of the action or circumstance giving rise to the grievance.

Employees shall state the nature of the grievance, the Article(s) of the Collective Agreement of which the interpretation is in dispute or which is alleged to be violated, and the redress sought. The House Manager, 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, and the local President within eight (8) days of a hearing which shall be held within seven (7) days of the receipt of the grievance. Employees may, if so desired, be assisted or represented by the Alliance.

Stage 2

Failing 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 post-marked by registered mail or was due providing that the support of and representation of the Alliance has been obtained. The Director of Operations, or designate, shall be the Employer's representative authorized to deal with grievances at stage 2 and shall forward a written reply to the grievance by hand or by registered mail, with a copy to the Steward, and the Local President within eight (8) days of a hearing which shall be held within seven (7) days of the receipt of the grievance at Stage 2.

Stage 3

Failing a satisfactory settlement at Stage 2, employees will have twelve (12) days in which to submit grievances to Stage 3 from the date on which the reply at Stage 2 was delivered or post-marked by registered mail or was due providing that the support of and representation of the Alliance has been obtained. The Director General, or designate, shall be the Employer's representative authorized to deal with grievances at Stage 3 and shall forward a written reply by hand or by registered mail within nine (9) days of a hearing which shall be held within nine (9) days of the receipt of the grievance. A copy shall be provided to the Steward and Local President.

9.07

Where the corporation discharges an employee, the grievance procedure set forth in Clause 9.06 applies except that:

i) Presentation of the grievance shall begin at at Stage 3, and within fifteen (15) days from the date of discharge.

ii) 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 either party 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 it appears that the nature of a grievance is such that a decision cannot be given below a particular level of authority, stage 1 and/or 2 may be eliminated by agreement in writing of the Employer, and the employee, and where applicable, the Alliance.

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 3 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) day. of the date of delivery of the foregoing notice, the parties shall attempt to agree to the appointment of an Arbitrator.

10.03 If the parties fail to agree on the selection of an Arbitrator within 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.

Article 11 - Disciplinary Procedure

- 11.01 Before an employee is interviewed by a member(s) of supervision for the purpose of investigating alleged misconduct, which might result in being disciplined, suspended or discharged, the employee shall be notified of such purpose and of their right to have a representative of the Alliance attend the meeting.
- 11.02 In order of severity, the types of disciplinary action are:
- a) Oral reprimand
 - b) Written reprimand
 - c) Suspension
 - d) Dismissal
- 11.03 (a) Any employee who has been issued a written reprimand, suspended or discharged shall be notified in writing of the reason(s) within forty-eight (48) hours.
- (b) Suspensions will be calculated in anticipated work periods.
- 11.04 The Union Steward will be mailed or given a copy of any written reprimand or notice of suspension or discharge referred to in Clause 11.03 issued to an employee as soon as possible but in no event later than one (1) working day of twenty-four (24) hours after issuance of such reprimand or notice to the employee,
- 11.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employer shall be destroyed after eighteen (18) months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 11.06 The Employer agrees not to introduce as 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 thereafter.

Article 12 - Plural or Feminine Terms May Apply

- 12.01 The parties have agreed to avoid reference 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.

Article 13 - Seniority

- 13.01 (a) In this Agreement, seniority is based upon length of service in the bargaining unit as an employee.
- The calculation of seniority shall be separate for captain ushers, ushers and tour guides. Time

spent in one of these positions will not count towards seniority for the others. However, seniority rights acquired in one position are not lost during a period of employment in another position.

(b) When a promotion to the position of Captain Usher or when an incumbent is to be appointed to the position of Usher or Tour Guide, the decision is controlled by competence and the willingness to perform the work; when competence and willingness are equal, according to the selection Committee, in consultation with the Alliance, seniority shall prevail.

(c) Successful applicant⁶ shall be placed on trial for one hundred (100) hours. Conditional on satisfactory service, the promotion or appointment shall be confirmed upon completing the one hundredth (100th) hour. In the event successful applicants prove unsatisfactory in the position during the trial period, or if the employees are unable to perform the duties of the new classification they shall be returned to their former position and wage rate without loss of seniority. Employees promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage rate, without loss of seniority. In the case of employees who are promoted to an "Alternate" position the trial period includes only those hours worked in the higher ranked duties.

13.02 Notwithstanding (13.01), new employees shall acquire seniority rights from the date they have completed their probationary period for the Corporation and this will constitute their seniority date.

13.03 Employees hired into the bargaining unit are considered to be probationary employees for the first two hundred (200) hours. This initial probationary period may be extended by mutual agreement of the Corporation and the Alliance. This extension shall not exceed one hundred (100) hours. Probationary employees shall have no seniority rights under this Agreement and may be discharged by the Corporation at its discretion during that period. Employees, during this probationary period, do not have access to the grievance and arbitration procedure⁶ contained in this Agreement.

13.04 All seniority right⁶ of Employees shall cease only for any of the following reasons:

- 1) They resign;
- 2) They are discharged and not reinstated through the Grievance or Arbitration Procedures;
- 3) They fail to return to work from authorized leave, unless such failure to return is proven to have been due to causes beyond the employees' control;

- 4) They fail to report for work within five (5) calendar days after receiving notice by registered mail to their last address of which the Employer has record, unless such failure is proven to be due to causes beyond the employees' control. Employees are responsible for advising the Employer in writing of their current address at all times;
- 5) They attain the regulatory retirement age specified by the Canada Pension Plan or the the Quebec Pension Plan, whichever is applicable to the individual.

13.05

The Employer shall maintain separate seniority lists for Captain Ushers, Ushers and Tour Guides, showing the date upon which each employee's service commenced. Seniority lists must be kept up-to-date and copies must be sent to the union and posted each semester, the 1st of October and 1st of March, on the bulletin board (in the Ushers' and Guides' rooms). Employees with the same starting date in their position will be attributed seniority by alphabetical order of their surnames. Captain Ushers shall be included in the list of Ushers according to their seniority as Ushers.

13.06

All competitions within the bargaining unit will be posted in the Ushers' and Guides' rooms.

- a) The competition will be posted for a period of seven (7) calendar days;
- b) All applications from employees shall be considered. Should an employee not be granted an interview they shall be advised in writing of the reason(s) for the denial within a reasonable period of time;
- c) Interviews will be conducted by a Selection Committee of at least two (2) persons. Where it is not possible for at least one (1) member of the Committee to be from outside House Management, the Employer will select an employee of the bargaining unit to attend as a member;
- d) The members of the Selection Committee will be paid according to the applicable rate in Appendix «A».
- e) Employees who are interviewed and are unsuccessful shall be advised in writing of the reason(s) for their lack of success if so requested, within a reasonable period of time,

Article 14 - Working Schedule

- 14.01 (a) The Employer shall set up a master work schedule of the hours and days of work of each employee for a minimum of seven (7) days and shall post the schedule in an appropriate place before 17h00 on the Wednesday preceding a new work week.
- (b) 1) The Employer shall schedule captain ushers and Ushers according to the principle of

equal distribution of work periods. Supplementary work periods shall be given to employees according to their seniority as determined by the provisions of article 13.05. For the purpose of equitable scheduling, Captain Ushers shall be scheduled and remunerated as Ushers according to their seniority as Ushers.

- ii) The Employer shall enter Tour Guides on the schedule according to the principle of equitable distribution of work hours. Supplementary Work hours shall be given to employees according to their seniority.
- iii) Notwithstanding Clause 14.01 (a) weekday matinee work periods shall be given according to seniority of employees who have indicated their availability on matinee sheets posted for this purpose. These sheets shall be posted each Monday and removed each Wednesday after 21:00.
- iv) When an insufficient number of employees is available to perform the work, employees shall be assigned by reverse order of seniority with an **minimum** notice of twenty-two (22) hours.
- v) When a work period becomes free or is added to the schedule the Employer shall make every reasonable effort to offer it by order of seniority. These periods could be offered at Ushers' meetings by order of seniority among the employees present.

(c) where possible, the Employer will schedule the hours and the days of work to the mutual satisfaction of the Employer and the employee.

14.02 For the purpose of this Article:

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

14.03 The standard number of hours per day will be eight (8) hours. The standard number of hours per week will be forty (40) hours.

14.04 The Employer shall schedule hours of work and meal periods. The Employer will continue to provide for rest periods, the timing of which will be at the Employer's discretion.

14.05 When the length of a work period scheduled after 13:59 is greater than six (6) hours the employee has the right to a paid break. The Corporation shall make every reasonable effort to provide a half-hour break and the Employer shall pay for food and beverage to a sum of \$7.00.

- 14.06 Employees scheduled to work more than one work period shall be remunerated for time actually spent or for four (4) hours per work period, whichever is greater.
- 14.07 Where an employee is normally scheduled to work thirty-two (32) hours or more in a week, the employee may request and the Employer shall make every reasonable effort to schedule two (2) consecutive days of rest.
- i 14.08 (a) Where it is necessary to cancel a scheduled work period of an employee, the Employer will give forty-eight (48) hours notice.
- (b) where a performance is cancelled for reasons beyond the Employer's control a minimum of two (2) hours' advance notice will be given to the employee.
- (a) Any employee who is not notified of such a cancellation and reports for work as scheduled shall be paid a minimum of three (3) hours' pay at the applicable rate. If an employee is required by management to work, he shall be paid a minimum of four (4) hours' pay in accordance with Clause 14.11.
- 14.09 (a) Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange scheduled hours and days of work if there is no increase in cost to the Employer,
- (b) i) Employees will give a minimum of forty-eight (48) hours' advance notice if they wish to cancel scheduled hours and days of work.
- ii) Employees who cancel their scheduled hours and days of work after the forty-eight (48) hour notice period, shall be responsible for their replacement in the event the replacement is unable to report for the scheduled work period.
- (a) Employees will provide the reason(s) for any absence for scheduled hours and days of work in writing to the immediate supervisor.
- 14.10 (a) with the reservations of clause 14.09, employers on the schedule shall be remunerated for the time actually worked or for a minimum of four (4) hours at the applicable rate, whichever is greater, and this in conformity with the applicable remuneration rate stipulated in Appendix «A» of the present agreement.
- (b) Employees assigned to the uniform room shall be remunerated for time actually worked or for a minimum of five (5) hours at the applicable rate!, whichever is highest, and this in conformity with the applicable rate of remuneration stipulated in Appendix «A» of the present agreement.
- (c) An employee shall be paid for a complete quarter-hour (1/4) of additional time at the normal rate for each quarter-hour (1/4) or fraction thereof

during which he has worked **over** the period of work **described in** (a) and (b) of the present article.

- (d) However, if employees request and are granted the authorization to leave before the end of their **minimum work period** they shall be **remunerated** only for the hours they have worked.

14.11 (a) The Employer shall not schedule more than one **guided tour** per forty-five (45) **minute** period.

- (b) The Employer shall **make every reasonable effort** to ensure that the total number of persons taking part in a **guided tour** does not **exceed sixty (60)** persons.

14.12 **Rest Periods**

Where the anticipated duration of a work period is to be **three (3) hours or greater**, the Employer will provide a **ten (10) minute rest period** during the performance to all Ushers **except those** assigned to the Studio. This provision shall not apply to recitals and orchestra concerts where the work period is anticipated to be **less than three and one-half (3 1/2) hours**. The Employer will determine the location(s) for such rest periods within the Front of House Area and Employees may be required to perform emergency functions such as bomb threats, riots or fire during this period. Where, for operational requirements, it is not possible to provide a rest period, the Employee concerned shall receive an additional payment of **fifteen (15) minutes** at the applicable hourly rate.

To be implemented within **ten (10) working days** of signing.

14.13 **Inserts** - The Employer shall **make every reasonable effort** to have inserts **completed** a minimum of **two (2) hours** before curtain time, except when cast and program changes are involved.

Article 15 - Overtime

15.01 In this Article:

- a) "**Overtime**" means work performed in excess of **eight (8) hours** in a day or **forty (40) 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 1/2)** the **straight-time** rate.
- d) "**Double time**" means **two (2T) times** the **straight-time** rate.

15.02 (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 or mutual agreement with the employee, the Employer shall, whenever possible, give at least four (4) hours' notice of any requirement for overtime work.

15.03 Subject to Clause 15.04 work performed under the following circumstances shall be considered overtime and shall be compensated for at the following rates:

- a) time and one-half (1 1/2T) except as provided for in Clause 15.03 (b) and (c);
- b) double time (2T) for work performed after midnight;
- c) time and one-half (1 1/2T) for work performed on holidays designated in Article 17. This is in addition to the holiday pay provided for in Clauses 17.02 and 17.03;
- d) time and one-half (1 1/2T) for work performed after 18:00 hours on Christmas Eve and New Year's Eve.

15.04 Employees are entitled to overtime compensation under clause 15.03 to be calculated to the nearest quarter (1/4) hour of overtime worked by them:

- 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 work.

15.05 If Employees are required to work three (3) hours or more of overtime immediately before or following their scheduled hours of work, or seven and one-half (7 1/2) hours or more of overtime on a designated holiday, the Employer will either provide, or permit the ordering of a hot meal at the Employer's expense costing not more than seven dollars (\$7.00). Reasonable time with pay, to be determined by Management, shall be allowed Employees in order that they may eat their meal either at or adjacent to their place of work.

15.06 For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.

Article - sion Leave Payment

16.01 Employees shall be paid, in lieu of vacation leave, an amount equal to five percent (5%) of their gross earnings for the first eighteen months of their employment and six percent (6%) of their gross earnings thereafter. Such amount shall be payable on each pay date.

Article 17 - Designated Holidays

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

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

- 17.02 Employees who have worked ten (10) days or more out of thirty (30) calendar days preceding the holidays designated in Clause 17.01 will be paid a sum of money, calculated on the accumulated hours worked during the thirty (30) days period, divided by the number of days worked and multiplied by their applicable rate of pay as delineated in Appendix "A".
- 17.03 Employees who have worked less than ten (10) days out of the thirty (30) calendar days preceding the holidays designated in Clause 17.01 will be paid an amount equal to one-twentieth (1/20th) of their gross wages earned in the thirty (30) days preceding the holiday.
- 17.04 Employees required to work on a designated holiday shall receive, in addition to the pay of Clauses 17.02 and 17.03, compensation in accordance with the applicable overtime provision in Clause 15.03.
- 17.05 Clauses 17.02 and 17.03 do not apply to an employee on suspension for just cause.
- 17.06 All time worked on Easter Sunday shall be paid at one and one-half (1 1/2) times the applicable rate of pay delineated in Appendix "A".

Article 18 - Injury-on-Duty Leave

- 18.01 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.

Article 19 - Special Leave

- 19.01 (a) Where a member of an employee's immediate family dies, the employee shall be entitled to special leave with pay for those work periods for which he/she was scheduled on the day of the occurrence and the three (3) days following, provided such employee has successfully completed the probationary period under Clause 13.03.
- (b) For the purpose of Clause 19.01 (a) immediate family is defined as father, mother (or alternatively step-father, step-mother, or foster parent), brother, sister, spouse, child, common-law spouse, child (step-child or ward of the employee), father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) Where the grandparent of an employee dies, that employee shall be entitled to special leave with pay for that work period for which he/she was

scheduled on the day of the funeral. An employee shall be considered to be scheduled for either four (4) hours or seven (7) hours or seven and one-half (7 1/2) hours or eight (8) hours for the purposes of this Clause.

- 19.02 At the discretion of the Employer, and with prior authorization, leave with or without pay may be granted without penalty for up to ninety (90) consecutive days. Applications for leave under this clause must be approved seven (7) days in advance of the first day of the requested leave.
- 19.03 (a) The Employer may grant, at its discretion, leave without pay to employees elected or appointed to represent the Union at conventions of the Alliance, the Canadian Labour Congress and conventions of provincial Federations of Labour.
- (b) The Employer may grant leave without pay to an Elected Representative to undertake training related to the duties of a Representative.
- (c) The Employer may grant leave without pay to a Representative who is required to attend Executive and Committee meetings at the local, regional, provincial, national or international levels.

19.04 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 alternative job available

19.05 Leave for Child Care Responsibilities

(a) Employees who will have the actual care and custody of a new-born 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 proceeding 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.

19.06 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 19.04 and 19.05 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 19.06 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 20 - Posting of No _____

20.01 The corporation agrees to make reasonable space available for the posting of notices by the Alliance. Notice or other material shall require the prior approval of the Employer, except notices of meetings of the members and elections, newsletters, the names of Alliance representatives, and social and recreational events.

Article 21 - Check-Off

21.01 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

- 1) employees who satisfy the Employer to the extent that they declare in an affidavit that they are members of a religious organization registered pursuant to the Income Tax Act, whose doctrine prevents them as a matter of conscience from making financial contributions to an employee organization and that they will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that affidavits submitted by employees show the registered number of the religious organization and are countersigned by an official representative of the religious organization involved.

21.02 Employees shall, as a condition of employment, be or become members of the Alliance and shall, as a condition of employment, maintain their membership thereafter.

21.03 The corporation shall remit monthly to the Alliance the sums deducted in accordance with Clause 21.01. 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 deductions were made plus employees union membership number.

- 21.04 When an 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.
- 21.05 A form authorising the Corporation to deduct the Union dues from wages will be signed by employees at the beginning of their probationary period. A copy of each signed form will be forwarded to the Alliance on the following deduction date. A copy of said form is attached herewith as Appendix "B".

Article 22 - Pay

- 22.01 Employees are entitled to be paid in accordance with the pay rates specified in Appendix "A" of this Agreement.
- 22.02 Payment shall be made every second week. The Corporation will make every reasonable effort to pay employees on Thursday following the end of the pay period.
- 22.03 **Acting Pay**
When employees are required by the Employer to perform the duties of a higher classification on an acting basis for a period of at least four (4) hours, such employees shall be paid at the rate of the higher classification from the time they commenced those duties. All other provisions of the Agreement shall continue to apply during the acting period.

Article 23 - Safety and Health

- 23.01 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.
- 23.02 The Employer shall see to the training of Usher personnel with respect to evacuation procedures. Each employee shall participate in an evacuation exercise once a year. The Employer may at his discretion hold exercises more frequently if he feels it is necessary.
- 23.03 No employee shall be obliged to wear part of a uniform that has been previously worn by another employee unless it has been cleaned.
- 23.04 The Employer shall make every reasonable effort to allow a pregnant employee to occupy a position where she can be seated.

Article 24 - Employees' Facilities

- 24.01 The Corporation shall provide the following conveniently located facilities which may be shared with others:

- a) lunch room;
- b) change room with individual lockers;
- a) shower room.

24.02 The employee shall maintain orderly conditions of the facilities mentioned in Clause 24.01. The Alliance agrees that the failure of the employees to do so may restrict the use of the above facilities.

Article 25 - Joint Consultation

25.01 (a) In order to facilitate exahangas on **questions** of mutual interest which are not covered in the present collective agreement and which come under the bargaining unit, parties to the present agreement shall form a mixed consultation committee. The committee must be informed of a maximum of four (4) representatives of the Corporation and four (4) representatives of the employees, at least one of whom is an agent of the Alliance. Meetings shall be held on the demand of one or the other of the parties.

(b) The parties must recognize a committee of the local union for the discussion of issues concerning the local unit. Meetings shall be held at the request of one or the other of the parties.

25.02 Meetings of these Committees will be held on the Employer's premises.

25.03 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 be 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.

25.04 The Employer agrees that it will advise employees of any change(s) to their working rules and regulations prior to the implementation of such change(s) and, where feasible, consult on such matters in bargaining unit Joint Consultation meetings in advance of advising the employees.

Article 26 - Uniform and Clothing

26.01 The Employer shall supply at his cost a uniform, including a pair of shoes, to all employees. These articles must be worn by each employee only while on duty and shall remain the property of the National Arts Centre.

26.02 It shall be the responsibility of the Employer to clean, launder and maintain all clothing and shoes issued.

26.03 The Employer shall provide at his expense, to each employee, a flashlight.

26.04 The Employer shall provide, at his expense, a maternity uniform to each pregnant employee.

Article - King

27.01 one casual parking permit for every fourteen (14) employees in the bargaining unit will be issued at the "Staff Parking" rate. The permit will be non-transferable and valid only for the employee's scheduled work periods. An employee issued a permit is committed to continuous monthly renewal. Failure to renew or misuse of the permit will be sufficient grounds for withdrawal of the permit at the Employer's discretion. All permit regulations and rules made by the Employer will be obeyed at all times.

Article 28 - Job Classification and Reclassification

28.01 Employees shall be provided with a complete and current copy of their job description.

28.02 No Elimination of Present Classification

No existing classifications shall be eliminated without prior consultation with the Alliance.

28.03 Changes in Classification

- (a) When the duties in any classification are changed or increased, and when the Alliance and/or employees feel they are unfairly or incorrectly classified, it shall be subject to the grievance/arbitration procedure but should the arbitrator find that the duties are outside of the established job description, he shall be restricted to the setting of a wage rate for these duties.
- (b) When a classification 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 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 29 - Employee Records

a9*01 Employees in the bargaining unit shall upon written request have access, at reasonable times, to their personnel records.

Article 30 - Duration of Agreement

30.01 The parties hereto agree that this Agreement shall be effective from April 1st, 1987 to midnight ~~March 31, 1991 and thereafter from year to year~~ unless within three (3) months immediately preceding the date of the expiry of this Agreement, written notice of intention to negotiate is given by either party to the other party.

30.02 This Agreement may be amended by mutual consent.

10.03

In the event that any law passed by Parliament applying to employees of the Corporation covered by this Agreement renders null any provision of this Agreement, the remaining provisions of the Agreement will remain in effect for the term of the Agreement.

THIS AGREEMENT made in duplicate and signed this 22nd day of December 1987 at Ottawa, Ontario.

NATIONAL ARTS CENTRE CORPORATION

THE PUBLIC SERVICE ALLIANCE OF CANADA

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

APPENDIX «A»

RATES OF PAY

The following hourly rates of pay will apply:

	1 April 1987	1 April 1988	1 April 1989
Usher on probation	5.60	5.82	6.05
usher with seniority up to eighteen months' employment	6.29	6.54	6.80
Usher with seniority over eighteen months and up to thirty months	6.97	7.25	7.54
Usher with seniority over thirty months and up to forty-eight months	7.20	7.49	7.79
Usher with seniority over forty-eight months	7.27	7.56	7.86
Captain Usher	8.28	8.61	8.95
Tour Guide	7.27	7.56	7.86

Wages: Effective 1 April 1990 those wages noted in Appendix «A» shall be increased by three percent (3.01%).

Cost of Living Adjustments: Those wages listed in Appendix «A» will be increased effective 1 April 1990. The annual cost of living adjustment will be based on the Consumer Price Index as published by Statistics Canada for the Ottawa area for the previous year (January to January).

Example:

- (a) Annual average C.P.I. change in the Ottawa C.P.I. as published by Statistics Canada:
1988 = 270.3; 1989 = 284.8.
change is $14.5/270.3$ or 5.4% increase.
COLA is 2.4%.
- (b) If the 1988/1989 increase was 2.5%, then there would be no cost of living adjustment.

APPENDIX "B"

Date _____

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

Dear Sir:

This will authorize *you* to deduct the sum of \$ _____
per week from my salary and 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 very truly,

(Employee's signature)

Please print
(Employee's name)

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