

**NATIONAL ARTS CENTRE  
COLLECTIVE AGREEMENT BETWEEN  
THE NATIONAL ARTS CENTRE CORPORATION AND  
THE PUBLIC SERVICE ALLIANCE OF CANADA**

**Local 70291  
Captain Ushers, Ushers and  
Tour Guides Group**

**April 1, 2004 to March 31, 2007**

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**THIS COLLECTIVE AGREEMENT** made in duplicate in the City of Ottawa, **Regional Municipality of Ottawa-Carleton**, Province of **Ontario**, this 20<sup>th</sup> day of January 2005.

**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 USHERS, USHERS AND TOUR GUIDES.**

**1 | P U R P O S E**

**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, 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.

2.02 Both the English and French texts of this Agreement shall be official.

### **ARTICLE 3 - APPLICATION**

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. However, effective September 1st, 1992, at its discretion the Employer can use the services of volunteers to perform the duties of guides, on a daily basis 9 AM to 5 PM. 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
  - 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 3.03 a), the Employer agrees to provide each new employee a copy of the collective agreement on

their first day of work.

#### **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 Ushers, Ushers 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.

#### **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, the maintenance of **order** on its **premises**, the **size** of its **work** force and the number of employees **scheduled** on any shift 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 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 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 its 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 its discretion.
  - 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.



- d) The employer agrees to introduce newly hired employees, members of the bargaining unit, to the President of Local 70291 or his/her alternate as soon as possible after the hiring date. The employer will introduce during the life of the collective agreement an orientation program for new employees. The employer will engage in meaningful consultation with the Alliance concerning its participation and involvement in the program.

**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 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 12.05, 20.03 and 20.04:**

- a) a copy of posters for competitions;
- b) a copy of the master schedule and the "house call";
- c) 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 oilier employees.
- 9.04** All grievances shall **be** submitted **to the** Director, Patron Services, or **designate**, at each stage of the **grievance** procedure. The Director, Patron Services, 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.
- 9.06** **Grievances**
- The parties **recognize** the value of informal discussions between employees and their **supervisors** **to the** end that problems might be **resolved** without **recourse to** a formal grievance. When an **employee**, within **the** time limits prescribed in **stage 1**, gives notice that he/she wishes **to** take advantage of **this** clause, it is

**agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.**

Employees **who** feel themselves to be aggrieved by the interpretation 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 **is** in dispute or which is alleged **to have been** violated, and the redress sought. The Director, Patron **Services**, or **designate**, shall be the Employer's **representative** authorized to deal with **Grievances** at Stage 1. The designated manager shall forward **a written reply to the** grievance by hand or by registered mail, with a copy to **the Steward, the President of the Local and the National Component** of the Alliance within ten (10) **days** of the **receipt** of the grievance.

The Director Patron Services or **his/her Delegate 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 **the** hearing at 'stage 2.

- 9.07**      **Where the Corporation discharges an employee, the grievance procedure set forth in Clause 9.06 applies except that:**
- a)      Presentation of the grievance shall begin at Stage 2, **and within fifteen (15) days from** the date of discharge.
  - b)      The nine **(9) days** time limit within which the Director **General**, or designate, is **to** reply is **extended** to fifteen **(15) days**.
- 9.08**      The requirement for a hearing may be waived by 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 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.

## **1 E - 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 thirty (30) days of the date on which the Director General's, or designate'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** 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/her 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 – 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** Any employee subject to disciplinary measures, with the exception of oral reprimands will be advised in writing of the reasons within forty-eight (48) hours of the decision to impose disciplinary measures.
- 11.04** The Union Steward and the Local President 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 employee, 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 – SENIORITY**

- 12.01**      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)      **Where 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 applicants 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 hundred **(100)** hours. **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.

**12.02** Notwithstanding 12.01, 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**.

**12.03** **Employees** hired into **the** bargaining unit are considered to be probationary employees for the first **two** hundred **(200)** hours. The 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.

**12.04** All seniority rights of Employees shall **cease** only for any of the following reasons:

- a) They resign;
- b) They are discharged and not reinstated through the Grievance or Arbitration Procedures;
- c) 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;
- d) They fail to report for work within five **(5)** calendar days after receiving notice by registered mail to their lost 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;
- e) Abandonment of position: when an employee is absent from work for five **(5)** consecutive scheduled shifts according to his/her schedule and fails to report the absence to his/her supervisor, it shall be considered



sufficient ~~cause~~ for termination.

- f) If they are absent from work due to illness or an injury (at work or not) for a period of more than six (6) months.

#### 12.05

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, the 1st of October and 1st of March, on the bulletin board (in the Ushers' and Guides' rooms). These seniority lists shall also be distributed to members of the bargaining unit by electronic mail to employees who have provided, the Employer with their e-mail addresses and copies to those without e-mail addresses. 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.

#### 12.06

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

- a) All competitions within the bargaining unit will be sent by internet and posted for a period of ten (10) 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 period of ten (10) calendar days;
- 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 Patron Services 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 period of ten (10) calendar days of the date of the request.

**12.07** If an employee resigns and is rehired by the Corporation within a period of six (6) months, the employee shall be reinstated without loss of seniority and shall be credited with any and all probationary periods previously served under Article 12.

### **ARTICLE 13 - WORKING SCHEDULE**

- 13.01**
- 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 before Tuesday at 18h00 except when Monday or Tuesday is a holiday, in which case it shall be posted before Wednesday at 18h00, prior to the new work week. The employer will make every effort to provide an electronic version of the master work schedule to employees who have given the Corporation their e-mail addresses.
  - b)
    - i) 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 12.05. For the purposes 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 13.01 a) weekday matinee work periods excluding designated holidays specified in article 16.01, 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 Thursday no later than nine (9) a.m.
- iv) When an insufficient number of employees is available to perform the work, employees shall be assigned by reverse order of seniority with a minimum notice of twenty-four (24) 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.

**13.02** 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.

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

**13.04** The Employer shall schedule hours of work and meal periods.

- 13.05** Effective April 1, 2004, when the length of a work period scheduled to begin 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 maximum of eleven dollars (\$11).
- 13.06** 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.
- 13.07** Where an employee is regularly 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.
- 13.08**
- a) Where it is necessary to cancel a scheduled work period of an employee, the Employer will give thirty-six (36) 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.
  - c) Any employee who is not notified of such a cancellation and reports for work as scheduled shall be paid a minimum of two (2) hours' pay at the applicable rate. If an employee is required by management to work, he/she shall be paid a minimum of four (4) hours' pay in accordance with Clause 13.10 a).
- 13.09**
- a) Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange scheduled hours of work.

- 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.
- c) Employees **will** provide the **reason(s) for any** absence for scheduled hours and days of work in writing to the immediate supervisor. **The** employee who, without valid reasons, **according to** the employer, is absent from work on **the** days and hours scheduled, will **be** subject to disciplinary measures **in accordance with** clause 11.02.

**13.10**

- a) **With the reservations** of Clause 13.08, ~~scheduled~~ employees shall ~~be remunerated~~ for the time actually worked or for a minimum of four **(4) hours**, whichever is **greater**, at the applicable rate, and in accordance with the rates of pay stipulated in Appendix **A** of this collective **Agreement**.
- b) **Employees assigned to the uniform room** shall **be** remunerated for ~~time~~ actually worked or for a minimum of **five (5) hours**, whichever is **greater**, at **the** applicable rate, and in accordance with the rates of pay stipulated in Appendix **A** of this Agreement.
- c) **An employee shall be paid** for n complete quarter (1/4) hour of additional time **at the applicable rate** for each quarter-hour (1/4) or fraction thereof during which he/she has **worked over** the period of work described in (a) and (b) of the present article.
- d) However, if employees request **and we** granted the **authorization** to leave **before** the end of their **minimum** work period they shall be remunerated only for **the** hours

they have worked.

- 13.11 ) The Employer shall not schedule more than one guided tour per one (1) hour period per guide.
- 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 thirty (30) persons for a backstage tour and fifty (50) persons for a front-of-house tour.
- 13.12 **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 14 – OVERTIME**

- 14.01 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 1/2T) the straight-time rate.
- d) "Double time" means two (2T) times 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 or mutual agreement with the employee, the Employer shall, whenever possible, give at least two (2) hours' notice of

any requirement for overtime work.

- 14.03** Subject to **Clause 14.04 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 14.03 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 16. This is in addition to **the** holiday pay provided for in Clauses 16.02 and **16.03**;
  - d)** time and one-half (1 1/2T) for work performed after 18:00 hours on Christmas Eve and New Year's Eve.
- 14.04** Employees are entitled to overtime compensation under Clause 14.03 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.
- 14.05** Effective April 1, 2004, if employees **are** required to **work three (3) hours or more** of overtime immediately before or following a period of **work exceeding eight (8) hours per day**, 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** eleven dollars (\$11). Reasonable time with pay, **to be determined by Management**, shall **be** allowed to employees in order that they may eat their meal **either at or adjacent to** their place **of work**.

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

#### **ARTICLE 15 - VACATION PAYMENT**

15.01 Effective April 1, 2004, employees shall be paid, in lieu of vacation leave, an amount equal to six percent (6%) of their gross earnings for the first thirty-six (36) months' of their employment and eight percent (8%) of their gross earnings thereafter. Such amount shall be payable each pay period.

#### **ARTICLE 16 - DESIGNATED HOLIDAYS**

16.01 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	

16.02 Employees who have worked ten (10) days or more out of thirty (30) calendar days preceding the holidays designated in Clause 16.01 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".

16.03 Employees who have worked less than ten (10) days out of the thirty (30) calendar days preceding the holidays designated in Clause 16.01 will be paid an amount equal to one-twentieth (1/20th) of their gross wages earned in the thirty (30) days preceding the holiday.

16.04 Employees required to work on a designated holiday shall receive, in addition to the pay of Clauses 16.02 and 16.03,



compensation in accordance with **the** applicable overtime provision in Clause **14.03**.

**16.05**      **Clauses 16.02 and 16.03 do not apply to** on employee on suspension for just **cause**.

**16.06**      All time worked **on** Easter Monday shall be paid **at** one and one-half (**1 1/2T**) times the applicable rate of pay delineated in Appendix " A .

#### **ARTICLE 17 - INJURY-ON-DUTY LEAVE**

**17.01**      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 18 - SPECIAL LEAVE**

**18.01**      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 employcc ~~has~~ successfully completed the probationary period under Clause **12.03**.

The employee shall be granted up **to** three (3) **days** leave for the purpose of travel related to **the death**.

b)      For the **purpose** of Clause **18.01 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 or grandchild of **an** employee **dies,** ~~the 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.

**18.02** At the discretion of the Employer, and with prior authorization, leave with or without pay may be granted without penalty for up to one hundred and twenty (120) consecutive days. Applications for leave under this clause must be approved fourteen (14) days in advance of the first day of the requested leave. Such request shall not be unreasonably denied.

**18.03** Employees engaged as at July 30, 2004 will be entitled to one shift per year as leave with pay when circumstances not directly attributable to the employee, including illness in the family as defined in 18.01 b), prevent their reporting for duty. Such leave shall not be unreasonably denied.

**18.04** a) The Employer may grant 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.

**18.05** 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) i) **An employee who is pregnant or nursing may, during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth, request the employer to modify her job functions or reassign her to another job if, by any reason of the pregnancy or nursing, continuing any of her current job functions may pose a risk to her health or to that of the foetus or child.**

ii) **An employee's request under clause (i) must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating the expected duration of the potential risk and the activities or conditions to avoid in order to**

eliminate tire risk.

- iii) **An employer to whom a request has been made under clause 18.05 d) i) shall examine the request in consultation with the employee and, where reasonably practicable, shall modify the employee's job functions or reassign her.**

#### 18.06

#### Leave for Child Care Responsibilities

- a) **Every employee who has completed six consecutive months of continuous employment with an employer is entitled to and shall be granted a leave of absence from employment as follow:**
  - i) **subject to clause (b), where an employee has or will have the actual care and custody of a new-born child, the employee is entitled to and shall be granted a leave of absence from employment of up to thirty-seven weeks in the fifty-two week period beginning on the day on which the child is born or the day on which the child comes into the employee's care and**
  - ii) **subject to clause (b), where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee is entitled to and shall be granted a leave of absence from employment of up to thirty-seven weeks in the fifty-two week period beginning on the day on which the child comes into the employee's care.**
- b) **The aggregate amount of leave of absence from employment that may be taken by two employees under this article in respect of the birth or adoption of any one Child shall not exceed thirty-seven weeks.**

18.07

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 18.05 and 18.06 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 18.07 b) i) the employee will be reinstated in a comparable position, with the same salary and benefits and in the same geographic area.
- c) Should the Corporation undergo organizational changes during the absence of an employee taking leave as described above, and wages and benefits for the group in which the employee works are changed as a result of this reorganization, the employee on being reinstated under this article will receive the wages and benefits in respect of that employment which that employee would have been entitled to receive had that employee been working when the reorganization took place.
- d) The Corporation will notify the employee in writing of any changes to wages and benefits, as soon as possible.
- e) An employee who takes leave as described above will accumulate seniority during the period of the leave.

**18.08 Birth and Adoption Leave**

At the discretion of the Employer, an employee may be granted special leave with pay up to a maximum of two (2) days for needs directly dated to the birth of the employee's child or adoption of a child to be placed in the employes's care.

**ARTICLE 19 -- POSTING OF NOTICES**

**19.01** The Corporation agrees to make reasonable space available for the posting of notices by the Alliance. Notices 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 20 -- CHECK-OFF**

- 20.01** 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.
- 20.02** 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.
- 20.03** The Corporation shall remit monthly to the Alliance the sums deducted in accordance with Clause 20.01. 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.
- 20.04** 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.
- 20.05** A form authorizing 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 do forwarded to the Alliance on the following deduction data A copy of said form is attached herewith as Appendix "B".

#### **ARTICLE 21 – PAY**

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

**21.02** Payments shall be made every two (2) weeks and deposited directly into the employee's bank account.

**21.03** **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 three and one-half (3 1/2) hours, such employees shall be paid as follows: at their regular rate of pay for the first twenty (20) hours - for training purposes - after which they will be paid at the rate of the higher classification. All other provisions of the Agreement shall continue to apply during the acting period.

**21.04** When an Usher is required to deliver flowers on-stage they will be paid an additional quarter (1/4 hour) of pay.

#### **ARTICLE 22 – SAFETY AND HEALTH**

**22.01** 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.

**22.02** The Employer, in collaboration with the Joint Occupational Health and Safety Committee, shall see to the training of Usher personnel with respect to evacuation exercises. Each employee shall participate in an evacuation exercise at least once per year.

The Employer may, at its discretion, hold exercises more frequently if it deems it necessary.

22.03 No employee shall be obliged to wear part of a uniform that has been previously worn by another employee unless it has been cleaned.

22.04 The Employer shall make every reasonable effort to allow a pregnant employee to occupy a position where she can be seated.

#### **ARTICLE 23 – EMPLOYERS' FACILITIES**

23.01 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.

23.02 The employees shall maintain orderly conditions of the facilities mentioned in Clause 23.01. The Alliance agrees that the failure of the employees to do so may restrict the use of the above facilities.

#### **ARTICLE 24 – JOINT CONSULTATION**

- 24.01
- a) In order to facilitate exchanges 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 formed 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.

- 24.02** Meetings of those Committees will be held on the Employer's premises.
- 24.03** 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.
- 24.04** 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 25 -- UNIFORM AND CLOTHING**

- 25.01** The Employer shall supply at its cost a uniform to all employees. One pair of black dress shoes will be supplied after the successful completion of the probation period and shall be replaced once the shoes have become worn or every three (3) years, as required. These articles must be worn by each employee only while on duty and shall remain the property of the National Arts Centre. During the probation period, employees are required to wear a pair of black dress shoes.
- 25.02** It shall be the responsibility of the Employer to clean, launder and maintain all clothing with the exception of socks and panty hose, and to provide shoe shine accessories in order for employees to maintain their shoes clean and presentable. Should an employee lose the shoes or the tie which have been supplied by the employer, these items will have to be replaced at the employee's expense.

**25.03** The employer shall provide at its expense, to each employee, a flashlight. This article must be used by each employee only while on duty and shall remain the property of the National Arts Centre. The employee is responsible to keep this equipment in a good condition. This equipment can only be replaced two (2) years after the date of issue, and every two years thereafter, if necessary. The Employer will replace it if it gets damaged while on duty. In the case of loss of this equipment, the employee is responsible for procuring another one from the Employer at c o l

**25.04** The Employer shall provide, at its expense, a maternity uniform to each pregnant employee.

**25.05** In order to complement the uniform supplied by the employer, employees will be required to wear socks and panty hose which meet the employer's specifications. A lump sum payment of twenty-seven dollars and fifty cents (\$27.50) will be paid on September 1<sup>st</sup> of each year to all male employees who have completed their probationary period and forty dollars (\$40.00) to all female employees who have completed their probationary period.

#### **ARTICLE 26 - PARKING**

**26.01** Employees, members of the bargaining unit shall be allowed the preferred staff parking rates.

#### **ARTICLE 27 - JOB CLASSIFICATION AND RECLASSIFICATION**

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

##### **No Elimination of Present Classification**

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

27.03

**Changes in Classification**

- a) When the duties in any classification are changed or increased, and where 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/she shall be restricted to the setting of a wage rate fix 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 28 - EMPLOYEE RECORDS**

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

**ARTICLE 29 - DURATION OF AGREEMENT**

29.01 The parties hereto agree that this Agreement shall be effective from April 1st, 2004 to midnight March 31, 2007 and thereafter from year to year unless written notice of intention to negotiate is given by either party to the other party within the period of three (3) months immediately preceding the date of the expiry of this agreement.

29.02 This Agreement may be amended by mutual consent.

29.03 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.

#### **ARTICLE 30 – COMMUNITY PROGRAMMING**

**30.01** Where an event is scheduled in the 4<sup>th</sup> Stage, the usher assigned to this area will be paid at the Captain Usher rate and will assume supervisory responsibilities. On those occasions that Southam Hall is dark, a second usher will be scheduled for the 4<sup>th</sup> Stage and paid at the regular rate.

#### **ARTICLE 31 – BENEFITS**

**31.01** The Corporation agrees to pay part-time employees, in lieu of benefits such as medical, dental, pension, life and sick leave, the following amount: \$0.18 per hour as at April 1, 2004, \$0.19 per hour as at April 1, 2005 and \$0.20 per hour as at April 1, 2006.

#### **ARTICLE 32 – COURT LEAVE**

**32.01** The Corporation will grant leave with pay to an employee who has been scheduled to work if the request for a court appearance was made prior to the posting of the work schedule. The employee must provide proof of the requirement to attend at court in the form of a subpoena or other court issued document, indicating that their attendance is required on a scheduled work day for the following:

- 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.

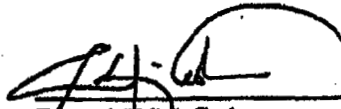
**The employee will reimburse the Employer any amount received as compensation from another party or from the court for loss of salary. In no case will this amount exceed what was paid by the Employer for the period of absence.**

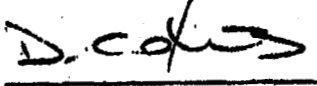
THIS AGREEMENT made in duplicate and signed this 20<sup>th</sup> day of January 2005 at Ottawa, Ontario.

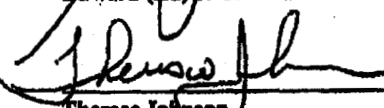
NATIONAL ARTS CENTRE  
CORPORATION


THE PUBLIC SERVICE  
ALLIANCE OF CANADA

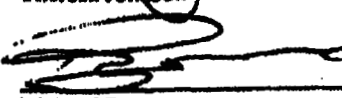
  
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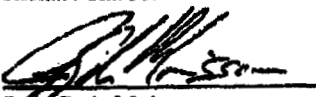
  
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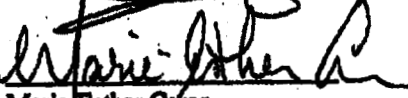
  
Richard Ransom


  
Simone Deneau

  
Jean G. de Moissac

  
~~Jean-Sébastien Caron~~

  
Jean-Sébastien Caron

  
Marie-Esther Caron

  
Amanda Sarginson

**APPENDIX "A"**

**RATES OF PAY**

		<b><u>April 1 2004</u></b>	<b><u>April 1 2005</u></b>	<b><u>April 1 2006</u></b>
1) Usher	0-12 months	10.06	10.31	10.59
	12-24 months	10.46	10.72	11.01
	24-36 months	10.89	11.16	11.47
	36 months+	11.84	12.14	12.47
2) Tour Guide		13.43	13.77	14.15
3) Captain Usher		14.71	15.08	15.49

**APPENDIX "B"**

\_\_\_\_\_  
Date

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

**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 Understanding**


Between  
The National Arts Centre Corporation  
(The Employer)  
and  
The Public Service Alliance of Canada  
(The Union)

**Re: Provision of Working Schedules**

The Employer will provide an electronic version of working schedules to those employees who provide the Corporation with their email address.

NATIONAL ARTS CENTRE  
CORPORATION

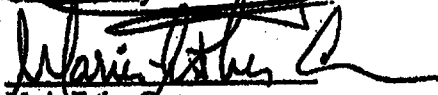
  
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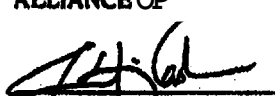
  
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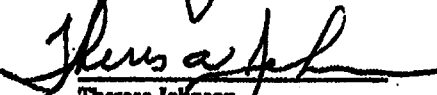
  
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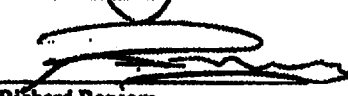
  
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THE PUBLIC SERVICE  
ALLIANCE OF CANADA

  
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Edward (Ed) J. Cashman

  
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Theresa Johnson

  
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Richard Ransom

  
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Jean G. de Moissac

  
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Jean-Sébastien Caron

**Letter of Understanding**

Between  
The National Arts Centre Corporation  
(The Employer)  
and  
The Public Service Alliance of Canada  
(The Union)


**Re: Fourth Stage**


The parties agree to continue past practice for the use of Ushers at events held at Fourth Stage.

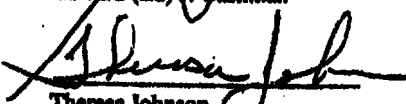
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CORPORATION**

**THE PUBLIC SERVICE  
ALLIANCE OF CANADA**

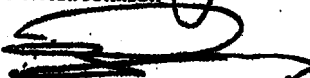
  
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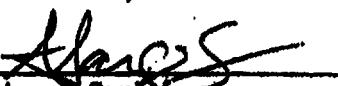
  
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Susan Rowley

  
Jean-Sébastien Caron

  
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