

AGREEMENT BETWEEN

THE NATIONAL ARTS CENTRE CORPORATION

AND

THE HOSPITALITY & SERVICE TRADES UNION

LOCAL 261

September 1, 2009 to August 31, 2011

I

06328 (11)

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE	5
ARTICLE 2 - SCOPE AND REGOGNITION	5
ARTICLE 3 - DEFINITIONS	7
ARTICLE 4 - UNION MEMBERSHIP	8
ARTICLE 5 - ACCESS TO PREMISES	9
ARTICLE 6 - SHOP STEWARDS	9
ARTICLE 7 - NO STRIKES OR LOCK-OUTS	10
ARTICLE 8 - BULLETIN BOARDS	10
ARTICLE 9 - MANAGEMENT RIGHTS	10
ARTICLE 10 - JOINT UNION MANAGEMENT CONSULTATION COMMITTEE	11
ARTICLE 11 - PROBATION	12
ARTICLE 12 - LAY OFF, RECALL, PROMOTIONS AND TRANSFERS	12
ARTICLE 13 - DISCIPLINE	15
ARTICLE 14 - UNIFORMS	16
ARTICLE 15 - SENIORITY RIGHTS	17
ARTICLE 16 - HOURS OF WORK	21
ARTICLE 17 - OVERTIME	23
ARTICLE 18 - RENUMERATION	24
ARTICLE 19 - FULL TIME POSITIONS	25

ARTICLE 20 – GRATUITY DISTRIBUTION	26
ARTICLE 21 – SEVERANCE PAY	28
ARTICLE 22 - HOLIDAYS	29
ARTICLE 23 – ANNUAL VACATIONS	31
ARTICLE 24 – SICK LEAVE	32
ARTICLE 25 – MATERNITY AND PATERNAL LEAVE	33
ARTICLE 26 – SPECIAL LEAVE	33
ARTICLE 27 – INSURANCE BENEFITS	34
ARTICLE 28 – DENTAL FUND	35
ARTICLE 29 – MEALS AND EMPLOYEE'S AREAS	36
ARTICLE 30 – GREIVANCE PROCEDURE	36
ARTICLE 31 - ARBITRATION	38
ARTICLE 32 – EXISTING PRIVILEGES	39
ARTICLE 33 – PRESENT AND FUTURE LAWS	39
ARTICLE 34 - PARKING	39
ARTICLE 35 – DURATION, MODIFICATION AND RENEWAL	39
SIGNATURE PAGE	40
APPENDIX "A" - RATES OF PAY	41
APPENDIX "B" - RATE OF PAY FOR SEASONAL EMPLOYEES IN LE CAFE	42

LETTER OF UNDERSTANDING #1	43
LETTER OF UNDERSTANDING #2	45
LETTER OF UNDERSTANDING #3	46
LETTER OF UNDERSTANDING #4	47
LETTER OF UNDERSTANDING #5	48
LETTER OF UNDERSTANDING #6	49
LETTER OF UNDERSTANDING #7	50

THIS AGREEMENT MADE IN DUPLICATE IN THE CITY OF OTTAWA,
REGIONAL MUNICIPALITY OF OTTAWA-CARLETON, PROVINCE OF
ONTARIO, THIS _____ DAY OF _____, 2010.

BETWEEN: THE NATIONAL ARTS CENTRE CORPORATION
hereinafter called the "Corporation".

AND: THE HOSPITALITY & SERVICE TRADES UNION LOCAL,
261 OTTAWA, ONTARIO, Chartered by the Hotel
employees and Restaurant Employees International Union,
AFL-CIO-CLC hereinafter called the "Union".

ARTICLE 1 - PURPOSE

- 1.01 The purpose of the Agreement is to establish satisfactory relations between the Corporation, its employees and the Union and to provide procedures for the prompt and equitable disposition of grievances, to establish and maintain satisfactory working conditions, conditions of employment, hours of work, wages and benefits for all employees who are subject to the provisions of this Agreement and to facilitate the efficient operation of the Employer's business.
- 1.02 The Union and the Corporation recognize that all workers in the hospitality industry are professional employees deserving of the highest regard and, as such, the parties agree that the continued success and operation of the Corporation's establishment is dependent upon their mutual respect for one another's work. The Union, the Corporation, the non-union and union employees will work together to honor the principles of respect and dignity.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Corporation within the food and beverage operations save and except Office Staff, Pastry Chef, Sous Chef, Executive Chef, Chief Steward, Supervisor, Department Manager and those above.
- 2.02 At the time of hire, the Corporation shall:

- a) Inform new employees that the workplace is unionized, that they are required to become a member of the Union as a condition of employment and that union dues will be deducted from their pay and have the employee complete an Application for Membership and Check-Off Authorization form.
- b) Provide new employees with a copy of this Collective Agreement in the official language of their choice. The Employer shall arrange for the printing of the Agreement at no cost to the union.

The parties agree that this Collective Agreement shall be produced in both the English and French language. Should a dispute arise as a result of the translation of this Agreement from English to French, the parties agree that the language in which it was negotiated shall prevail.

- c) Introduce the new employee to the Shop Steward and allow the Shop Steward an opportunity during the orientation period to provide the new employee with an overview of the Union and its role in the workplace.

2.03 Should the Corporation wish to expand the existing food and beverage Operations during the term of the Agreement, the parties agree to meet and review the application of the existing wage scales, classifications and benefit terms to the newly expanded operation. Should the parties be unable to agree, any of these matter(s) in dispute may be referred to binding arbitration.

2.04 Persons not subject to this Collective Agreement shall not perform any work, which is normally, regularly, and/or historically performed by members of the bargaining unit, except:

- a) In the case of a bona fide emergency beyond the control of the Corporation.
- b) For training purposes, the performance of which shall not displace the hours of work for any employees.
- c) For the Department Manager, Assistant Department Manager and Supervisor, who are allowed to sit patrons.
- d) The Executive Chef, who is permitted to cook in the customary manner.

- e) In the situation where there are insufficient bargaining unit employees available to work a banquet function, the Corporation may hire people from an outside agency to augment staff requirements. In such cases, agency people shall pay to the union \$3.75 on a per shift worked basis. Said monies shall be collected by the Corporation and remitted to the Union separately, in accordance with the customary practice.
- f) The parties recognize that the "student Co-op" program is a mentoring program and is intended only to provide students with the opportunity to experience a workplace setting while working in tandem with other employees. The Corporation agrees that there will be no more than two (2) co-op students in the workplace at any given time.

Co-op students will not be permitted to perform bargaining unit work where the performance of such work would result in fewer days of work or hours of work for bargaining unit employees or prevents the hiring of additional bargaining unit employees to meet operational needs.

ARTICLE 3 – DEFINITIONS

3.01

- a) "Employer means the National Arts Centre Corporation
- b) "Corporation" means the National Arts Centre Corporation
- c) "Union" means the Hospitality and Service Trades Union, Local 261.
- d) "Employee means any person employed by the Corporation except persons who perform managerial functions or who are employed in confidential capacity as defined by the code.
- e) "Part-time employee" means an employee who is not recognized as an incumbent of one of the full-time positions set out in Article 19 or who is not a seasonal employee.

- f) "Seasonal employee" means an employee who is hired to work between April 15 and September 15 inclusive.
- g) "Common law spouse" means a spouse as defined under the income tax guidelines published by Revenue Canada.

ARTICLE 4 – UNION MEMBERSHIP

4.01 All present and future employees of the Corporation employed in positions falling within the scope of this Agreement, and/or positions which may be added to the bargaining unit during the term of this Agreement shall, as a condition of employment, become and remain members of the Union.

The Corporation, at the time of hire, shall have each new employee fill out an application for Union membership and dues check-off authorization, a copy of which shall be forwarded to the Union within the seven (7) days of the date the new employee(s) is/are hired.

4.02 The Corporation shall deduct and remit initiation fees, monthly dues, fines, assessments or reinstatement fees, as directed by the Union.

4.03 Monies deducted in accordance with this Article shall be remitted by the Corporation to the Secretary Treasurer and Business Manager of the Union, as directed by the Union in writing.

4.04

a) In the event that a Union member is absent from work due to illness, lay-off, or a leave of absence, union dues or fees shall be deducted from the first pay cheque following a return to work, unless otherwise directed by the Union.

b) The Corporation further agrees that if an employee is on vacation at the time of a regular deduction, the deduction shall be made from the employee's vacation pay.

4.05 Provided the Corporation complies with this Article, the Union agrees to

save the Corporation harmless from any claim by an employee resulting from the collection of union dues.

- 4.06 The Corporation shall provide a copy of the Collective Agreement to all employees at the time of hire and a copy of any subsequent amended version of the Collective Agreement, in the official language of their choice.

In the event of a shortfall in the collection and remittance of Union dues, the Union shall notify the Company in writing. This notification shall include, where the Union has the information, the total dollar amount of the shortfall and the employee(s) that the shortfall relates to. The Company shall thereafter make the required deduction from the affected employee(s) and make the remittance to the Union office. Where the Company has failed to comply, without cause, with the Union's notification for a period of more than sixty (60) days, the Company shall not make the required deduction from the affected employee(s), but rather will be responsible for making the payment to the Union office itself.

ARTICLE 5 – ACCESS TO PREMISES

- 5.01 Authorized representatives of the Union shall be permitted to enter the premises of the Corporation at any reasonable time to conduct union business. Union representatives shall advise the Employer of their presence upon arrival. The Union agrees that such visits shall not impair nor hinder production and services and that the visits will be limited to the proper discharge of Union business and not used for the purpose of soliciting membership.

ARTICLE 6 - SHOP STEWARDS

- 6.01 The Corporation acknowledges the right of the Union to appoint or otherwise select a reasonable number of Shop Stewards to assist employees in presenting their grievances to the representatives of the Corporation and to perform other union related tasks.
- 6.02 The Union will notify the Corporation, in writing, of the names of the Shop Stewards and their area(s) of responsibility within thirty (30) days of the signing of this Agreement and thereafter as changes occur.
- 6.03 An employee elected as Shop Steward shall have, for the duration of their term of office, the highest seniority in his or her classification for the purpose of determining lay-offs.

ARTICLE 7 – NO STRIKES OR LOCK-OUTS

- 7.01 The Corporation agrees that during the life of the agreement, it will not cause or direct any lock-out of its employees. The Union agrees that during the life of the agreement there will be no strike or other collective action which will stop or interfere with production or services, and that if any such collective action should be taken, it will instruct its members to carry out the provisions of the Agreement and to return to work and perform their duties in the usual manner.

ARTICLE 8 – BULLETIN BOARDS

- 8.01 The Corporation will provide four (4) bulletin boards; one to be located in the Café area, one in the Banquet area, one in the main kitchen and one in the Intermission Bar corridor, for purposes of posting seniority lists, notices of Union business, social and educational activities. All such notices must be signed by a recognized officer of the Union. Copies of union postings shall be provided to the Employer.

ARTICLE 9 – MANAGEMENT RIGHTS

- 9.01 The union acknowledges that, subject to the terms of this Agreement and as is permitted by law, it is the exclusive function of the Corporation to generally manage the enterprise in which it is engaged and particularly to:
- a) Maintain order and efficiency.
 - b) Hire, transfer, promote, discharge, demote or otherwise discipline employees provided that a claim of discriminatory promotion, or transfer, or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance, and dealt with as hereinafter provided.
 - c) Use improved methods, operations, machinery and equipment and to maintain jurisdiction over all buildings, equipment, methods, processes and products, subject to the grievance procedure.
 - d) Make and alter from time to time reasonable written rules and regulations signed by Management to be observed by the employees, provided that such rules shall not contravene with any terms of this Agreement or the current legislation.

Rules and regulations shall not come into force until they are posted in an area where employees have unrestricted access and until copies of same are sent to the Union office, as well as any changes, amendments or updates. It is further understood that such rules and regulations will be posted in both English and French.

- e) It is understood and agreed that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement and that any exercise of these rights may be the proper subject matter of a grievance and processed as hereinafter provided.
- f) The Corporation agrees to provide copies of all policies prior to implementation.

ARTICLE 10 – JOINT UNION MANAGEMENT CONSULTATION COMMITTEE

- 10.01 To facilitate discussions on matters of mutual interest, the parties to this Agreement shall establish and participate in a Joint Union Management Consultation Committee. Representation at such meetings will be limited to four (4) representatives of the Corporation and four (4) representatives of the employees, at least one of whom shall be an officer of the Local Union. Meetings will be held at the request of either party.
- 10.02 Meetings of these Committees will be held on the Employer's premises during regularly scheduled working hours. Time spent by employee representatives to attend said meetings shall be regarded as time worked.
- 10.03 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, that is not formally sanctioned, in writing, by the principals of this Agreement.

ARTICLE 11 – PROBATION

11.01

- a) A full time employee shall be on probation for the first twenty (20) shifts or sixty (60) calendar days of employment. Part-time and seasonal employees shall be on probation for the first twenty (20) shifts or sixty (60) calendar days of employment. The termination of a probationary employee shall be at the discretion of the Employer provided that such termination is not arbitrary, discriminatory or in bad faith.
- b) When an employee accepts a promotion or temporary transfer to a new classification, there shall be a trial period not to exceed thirty (30) calendar days. In the event the employee proves to be unsatisfactory in the position or the employee otherwise wishes to be returned to their former position within said thirty (30) days, they shall be returned to their former position and wage rate without loss of seniority. Any other employee(s) affected by such rearrangement of positions shall also be returned to their former position and wage rate without loss of seniority.
- c) Upon written notification from the Corporation seven (7) days prior to the expiration of the above first twenty (20) shifts or sixty (60) calendar days of employment, the Union shall grant an extension of up to fifteen (15) further days of employment (with the corresponding delay in seniority benefits) to a probationary employee provided that the Corporation gives, at the time of their request for extension, a written evaluation of the employee's performance.

ARTICLE 12 – LAY-OFF, RECALL, PROMOTIONS AND TRANSFERS

Lay-off and recall

12.01 Lay off is defined as any reduction of hours normally available.

12.02

- a) In the case of lay-off, volunteers from within the affected classification shall be laid off first, in order of seniority. Thereafter, probationary employees shall be laid-off and then part-time employees within the affected classification shall be laid off next, followed by full-time employees within the

affected classification. Lay-offs shall be applied in inverse order of seniority within the affected classification.

However, full time Group B employees will have the right to bump employees in other classifications, except Group A employees, within their respective departments only, who have less departmental seniority, provided they have the necessary qualifications to perform the work of the classification into which they wish to bump.

Note: During peak season (April to September), seasonal employees shall be laid off before regular employees are laid Off.

- b) Recall from lay-off shall be offered to employees in order of seniority per classification until the layoff period is over. Notices of recall shall be made using a method of conveyance where proof of delivery can be established and shall be sent to the employee's last recorded address with the Corporation.

12.03 During the period of time when lay-off provisions are in effect and so long as the available hours of work are maximized, by seniority, the Corporation may offer to a full-time employee less than eight (8) hours of work per day, as an alternative to being laid-off. Acceptance of such an offer of work shall be at the employee's option and such work performed shall be reported to E. I. Refusal of such an offer of work shall not affect entitlement to benefits under E.I. regulations.

12.04 Within five (5) days of receiving a notice of recall (Saturdays, Sundays and Holidays excluded) the employee shall advise the Corporation of his or her intention to return to work. Should the employee fail to so notify the Corporation, he or she shall be passed over on the recall list, but shall not be considered terminated, until such time as he or she does so notify the Corporation.

Further, if an employee who has agreed to return to work fails to report as scheduled without reasonable explanation, that employee shall be struck from the seniority list.

12.05 Employees who laid off shall be reinstated on the seniority list for a period of one (1) year, after which they shall be struck from the seniority list.

During any period of lay-off, the full time employee shall have the option to continue to pay their share of cost of insurance premiums and Superannuation.

12.06

- a) Full time employees shall receive notice in writing, as far in advance as possible, but not less than one week prior to lay-off, stating the length, or if unknown, the approximate length of the lay-off and the expected date of recall. Where such information is not so provided the employee shall receive payment in lieu of such notice.
- b) Nonwithstanding paragraph a) above, notice of lay-off by way of the posted schedule on the Thursday prior to the work week (16.03 a), shall be sufficient notice to Group B employees where there is an elimination of five or less normal work days in the scheduled work week.
- c) Notice of lay-off for part-time and seasonal employees shall be by way of posting the weekly schedule as set in Article 16.03a)

PROMOTIONS AND VACANCIES

12.07 When promotions are made or vacancies occur within the staff covered by this Agreement, seniority shall be the determining factor where necessary qualifications are equal.

12.08 The Corporation will post a notice before filling any vacancy for a full-time or part-time position listed within the departments set out in Clause 15.01, for a minimum of six (6) working days on the Bulletin Boards within the area of each department. Said notice shall set out a summary of the job description, qualifications required for the job and rate of pay.

12.08 An employee is responsible for advising the Employer (Human Resources Department) and the Union in writing of any change of address at all times, not later than fifteen (15) days after said change of address.

12.10 Temporary vacancies and/or where there are insufficient employees within a particular classification to meet operational needs, such temporary work assignments shall be distributed among employees within the classification by seniority prior to having work performed by

a qualified employee from another appropriate, related classification of the bargaining unit. The aforementioned provision shall not apply to frequent and/or ongoing work requirements.

ARTICLE 13 – DISCIPLINE

- 13.01 The parties of this Agreement subscribe to the principles of progressive discipline and therefore agree that discipline shall be applied in the following manner:
- a) Oral reprimand;
 - b) Written reprimand;
 - c) Suspension;
 - d) Dismissal.
- 13.02 No employee shall be disciplined without just cause. Any claim by an employee that they have been disciplined without just cause shall be proper subject matter of a grievance and may be dealt with accordingly.
- No disciplinary action shall be taken by the Employer later than five (5) days from the date of the occurrence of the circumstances giving rise to the discipline or within five (5) days of the date the Employer could reasonably become aware of the circumstances giving rise to the discipline.
- No employee shall be disciplined by another member of the bargaining unit.
- 13.03 Except in the case of an oral reprimand, the Employer shall provide employees with a written record of any disciplinary action taken by the Employer against them at the time of such action, and such written record shall include the reason(s) for the disciplinary action. A copy of the letter shall be provided to the Union.
- 13.04 Any document or written statement related to disciplinary action, which may have been placed in the personnel file of an employee, shall be destroyed as evidence after twelve months, provided no further disciplinary actions of a like nature have been recorded during this period.
- 13.05 When employees are required to attend a disciplinary meeting the Employer shall inform the employees of their right to have a representative of the Union present at the meeting. The meeting shall be scheduled to ensure that a Union representative is present, unless the employee waives their right to union representation, in writing.

The Employer shall provide a copy of such written waiver to the Union.

- 13.06 The Corporation shall not introduce at any hearing any evidence related to the employee's conduct and/or performance and/or prior disciplinary action, which was not previously brought to the employee's attention at the time of the incident or filing.
- 13.07 The Employer shall give notice of an administrative dismissal, in writing or award pay in lieu thereof, to an employee who is being terminated for reasons other than for just cause and who has completed the probationary period, of not less than one (1) week in advance of the termination date if the employee has been reemployed by the Corporation for less than three (3) months, and at least two (2) weeks in advance of the termination date if the employee has been employed by the Corporation for longer than three (3) months, unless greater notice or pay in lieu thereof is required by statute, in which the greater notice or pay in lieu thereof shall apply.

Where possible, an employee shall provide two (2) weeks notice the Corporation of their intention to resign from employment.

ARTICLE 14 – UNIFORMS

14.01

- a) Wherever the Corporation supplies and requires that employees should wear a particular type of clothing (in the nature of a uniform) in order to perform their duties, the cleaning and laundry of same shall be at the expense of the Corporation save and except employees falling under paragraph C. Such uniforms shall remain the property of the Corporation. Employees are prohibited from wearing such uniforms except when engaged in the service for which they are supplied. Any damage resulting to the uniform through wearing them on other occasions shall be charged against the employee.
- b) The Corporation will provide two (2) sets of properly fitting uniform items to full-time and part-time employees of the

Kitchen and Steward Department. Uniforms for these employees will be replaced on normal wear and tear.

- c) The Corporation agrees to provide servers and buspersons in Le Café & Banquets with the following:
- Full-time employees (Group A & B) to receive four (4) shirts
 - Part-time employees to receive two (2) shirts.
 - Part-time employees averaging twenty (20) to forty (40) hours per week will receive a third (3rd) shirt. Assignment of the third shirt to be allotted on February 1st & July 1st.

14.02 The Corporation agrees to reimburse Kitchen and Steward employees, who have been employed for a period of not less than six (6) months, at a rate of \$100.00 annually for safety footwear. Footwear must conform with the required standard.

- a) All cooking staff are required to wear footwear with non-skid soles at all times;
- b) Warewashers and the Receiver are required to wear CSA certified footwear (steel toe) with non-skid soles at all times.

ARTICLE 15 – SENIORITY RIGHTS

15.01 The Corporation and the Union agree that there shall be two types of seniority: House Seniority; which shall be defined as an employee's total length of service with the Corporation from the last date of hire, regardless of classification, and Classification Seniority, which shall be defined as the employee's total length of service within their classification within his or her particular department.

For the purposes of this agreement, classifications shall be recognized within the following departments:

Kitchen
Le Café
Stewards

Intermission Bars
Banquets
Checkrooms
Green Room

The parties agree that service will include previous service with Gabriel Restaurant Management (Ottawa) Limited at the National Arts Centre.

- 15.02 Employees shall acquire seniority rights once they have completed their probation period as set out in Article 11. At the end of this probation period, seniority becomes retroactive to the date hired or last re-hired as the case may be.
- 15.03 House Seniority shall apply in the following circumstances:
- a) To determine vacation leave and vacation pay entitlement.
 - b) Eligibility for employee benefits.
 - c) Promotions.
- 15.04 Classification Seniority shall apply in the following circumstances:
- a) Selection of shifts.
 - b) Selection of available days off.
 - c) Overtime work opportunities.
 - d) Temporary transfers.
 - e) The reduction of working hours, lay-off and recall.
 - f) The selection of vacation leave period.
- 15.05 The Corporation shall provide the Union with up-to-date seniority lists within thirty (30) days of the date of ratification of this Agreement and as changes occur thereafter. Copies of said lists shall be posted on the union bulletin board in each department.
- 15.06 Errors made to the Seniority lists shall be addressed to the Human Resources Department by the employee or the Union in the name of the employee within thirty (30) days of the date of the posting. If no error is reported within the period mentioned above, the seniority dates appearing on the lists shall be deemed correct until the next list published.
- 15.07 If two or more new employees are hired on the same date, they shall be placed on the seniority list(s) in alphabetical order. In the event two (2) or more existing employees move from one classification to

another on the same day, the order in which they shall be placed on the new classification seniority list shall be according to House seniority.

15.08
seniority

An employee retains seniority rights and continues to accumulate

when:

- a) The employee is on leave without pay for a period of three (3) months or less.
- b) Absent on maternity leave or parental (paid leave under E.I.).
- c) The employee is absent from work due to a work-related accident, recognized and compensated by the Workplace Safety & Insurance Board.

15.09
seniority

An employee retains seniority rights but does not accumulate

when:

- a) The employee is on leave without pay form ore than three (3) months.
- b) The employee is laid-off for a period no to exceed twelve (12) months.

15.10

- a) An employee shall lose classification seniority rights when he accepts a transfer or promotion either outside the bargaining unit or to another classification for a period of more than thirty (30) days.
- b) An employee, who accepts a temporary assignment to another classification for a period of no more than thirty (30) days, shall retain and accumulate their seniority rights in the substantive classification.

However, employees wishing to gain experience in another classification during the seasonal period, shall retain and accumulate seniority rights in their substantive classification while exercising seasonal seniority rights to work in another classification.

- c) Regular employees exercising seniority rights in accordance with b) above shall have seniority rights over all seasonal employees hired within the respective classification and shall be placed on the seasonal seniority list in order of their substantive seniority, with full-time seniority having preference over part-time seniority. The employer shall post a list of seasonal positions available on or before April 1st. Notice of an employee's request for temporary transfers to seasonal positions must be submitted to Human Resources not later than April 10th of each year.
- d) Seasonal seniority shall be recognized on a separate seniority list during the recognized season. Seasonal employees shall only be scheduled to augment staffing requirements where there are insufficient full-time and part-time employees available to perform the work.
- e) Preference for work availability among seasonal employees shall be given to seasonal employees rehired from the immediately previous season over new hires. This provision does not require the Corporation to rehire returning seasonal employees.

15.11 An employee shall lose all seniority an seniority rights if:

- a) They utilize a leave of absence for the purpose other than that for which the leave was granted, unless they receive prior written consent of the Corporation to do **so**.
- b) They resign.
- c) They are laid off for a period of twelve (12) months or more.
- d) They are discharged for **just** cause and not reinstated through the grievance or arbitration procedures.
- e) They are absent from work for three (3) consecutive scheduled work days without the permission of the Corporation and fails to respond to the Employer's notice, sent via registered mail, within five (5) days of the date of the notice.
- f) They fail to return from authorized leave without a satisfactory explanation.

- g) They retire.

ARTICLE 16 – HOURS OF WORK

16.01 The work week for full-time employees shall be forty (40) hours to be worked in five (5) days of eight (8) hours each: such time shall include preparation and clean-up time.

16.02

- a) Full-time employees who report for a scheduled day of work shall receive full pay for that day (8 hours). For periods when there are no performances in Southam Hall, when the service areas will only be open for one meal per day, employees may be scheduled and paid for four (4) hours per day. The provision of this clause shall not apply to seasonal employees.
- b) The above paragraph shall not apply if the failure to provide work for an entire shift or part of a shift is caused by reason of a machinery breakdown, power failure, fire, flood, act of God or other bona fide emergency beyond the control of the Corporation.

16.03

- a) Work schedules shall be established by the Corporation to ensure that hours of work are maximized by seniority within the respective classifications according to the employee's availability. Work schedules shall be prepared and posted no later than the Thursday preceding the work week for which it applies and shall indicate the hours of work and assigned days of rest for all full-time, part-time and seasonal employees. Changes in work schedules must be posted at least forty-eight (48) hours in advance. Employee's shall be paid for their scheduled hours of work in the event the Corporation fails to provide such forty eight (48) hours advance notice of a change in shift that results in a reduction in the employee's scheduled hours of work.
- b) Work schedules for full-time and part-time employees shall continue to be established according to the current practice, in so far as scheduling is based on the employees' availability.

In the event that there is an insufficient number of employees making themselves available to meet operational requirements, the Corporation may apply reverse order of seniority to assign work.

- c) Part-time employee must be in attendance for a minimum of two (2) shifts within a three (3) months period (providing there is work available.)

Seasonal employees of Le Café shall call the answering machine prior to their shift, in accordance with the current practice, to determine whether they will be working that shift.

- d) The current practice of allowing serving staff in Le Café to select groups and work area/station by seniority, ten (10) minutes prior to their shift shall continue. The employees must advise the Maitre' D accordingly. The Corporation shall assign serving staff arriving less than ten (10) minutes prior to their shift, by rotation, based on the practice in existence at the expiry of the previous collective agreement.

- 16.04 hours at Part time employees will be employed for a minimum of four (4) the appropriate rate. If a part-time employee has been called to work and reports to work, that employee will receive four (4) hours pay at regular rates even if there is no work available.
- 16.05 Split shifts will not be permitted for Kitchen employees, Bartenders, Stewards Department, Banquet Department.
- 16.06 within No shift shall be split more than once. All split shifts shall be worked the maximum span of twelve (12) hours.
- 16.07 Four (4) hour shifts shall not be split.
- 16.08 Straight shift employees who by design of shift do not receive rest periods or meal breaks shall be paid as follows:
- a) For seven and one half (7 ½) hours worked they shall receive eight (8) hours pay;
 - b) For eight (8) hours worked they shall receive eight and one-half (8 ½) hours pay.
- 16.09 In the event no intermission bartender is available, the most senior barperson available shall work in the position of bartender, if qualified, and be paid at the regular bartender's rate for all hours worked in that job classification.

16.10

- a) All Intermission Bartenders shall be scheduled by seniority and will select the bar they wish to work by seniority.
- b) Once a Bartender has been scheduled and selects their bar, by seniority, individuals brought in as last minute replacement shall only work the scheduled shift and bar of the individual for whom they are replacing.

16.11

Where employees are scheduled to work at more than one (1) location on any given day, the Corporation shall reimburse employees for the cost of parking or provide the employee with taxi transportation to and from the external location.

16.12

The Corporation will provide employees with taxi chits for travel from work to home where employees are required to work past their scheduled shift and public transport is not available to take the employee home at the end of their shift.

'Note: on the understanding that employees scheduled to work to "closing" are not entitled to a taxi chit.

ARTICLE 17 – OVERTIME

**17.01
(40)**

Time worked in excess of eight (8) hours in a given day and/or forty hours in any given week shall be paid for at one and one half (x 1 ½) the employee's regular hourly rate

**17.02
shall be**

Work performed by a full-time employee on their scheduled day off shall be paid for at one and one half (x 1 ½) the regular hourly rate.

17.03

Overtime shall not accrue upon overtime.

ARTICLE 18 – RENUMERATION

18.01

- a) The starting rate for employees, except seasonal employees, in Le Café department is seventy-five cents (**75**) less than listed in Appendix "A" and applies during the employee's first three hundred and twenty (320) hours. A rate of fifty cents (**50**) less than listed will apply during the next three hundred and twenty (320) hours and twenty-five cents (25) applies during the subsequent three hundred and twenty (320) hours.
- b) Seasonal employees in Le Café will be paid according to Appendix "B".
- c) Seasonal employees in the Kitchen and Stewards Department shall be paid twenty-five cents (25) less than the full rate as shown in Appendix "A".

18.02

If during the term of the Agreement, a new job classification falling within the scope of the bargaining unit is established, the Corporation shall provide a copy of the new job description to the Union. The parties shall meet to negotiate rates of pay, and to discuss any other issues related to said new job classification(s). Should the parties fail to reach agreement within thirty (30) days thereafter, either party may submit the matters to binding arbitration, as provided in the Agreement.

18.03

- a) When an employee is required to perform the duties of a higher rated classification they shall be paid at the rate of the higher classification for the duration of the assignment.
- b) Where an employee is required to perform the duties of a lower rated classification they shall not have their regular rate reduced.
- c) The Employer and the Union agree to create a new position to be called "Fourth Stage Bartender" which shall be paid at the Captain Server rate currently at \$10.38

18.04

Employees shall be paid every two weeks by direct deposit to the employee's bank account.

18.05 The wage scales, as outline in Appendix 'A" of this Agreement, are considered to be minimum rates and do not prohibit the Corporation from granting merit increases to more proficient employees. The Union shall be notified in writing of any way adjustment in recognition of merit.

ARTICLE 19 – FULL TIME POSITIONS

19.01 The Corporation agrees that the following number of full-time positions (referred to as "Group A") shall be the minimum permitted during the life of the Agreement. These positions are not subject to the lay-off provisions found in Article 12 and Article 21.02 c) except in the case of a closure of a department or an activity (i.e. laundry).

Kitchen

Chef de Partie		3
Assistant Chef de Partie	2	
First Cook	1	
Second Cook		1
Total	7	

Steward

Buyer	0	
Receiver	1	
Warewasher	3	
Laundry Attendant	1	
Total	5	

Le Cafe

Captain Server		1
Server	2	
Buspersion	1	
Bartender	1	
Total	5	

Banquets

Captain	2	
Server	1	

	Total	3
<u>Green Room</u>	Senior Attendant	1
	Grand Total	21

19.02 The following full-time positions (referred to as "Group B") shall be the minimum permitted during the life of the Agreement and will maintain all full-time benefits. Unlike Group A full-time positions, which are guaranteed 40 hours per week, Group B positions are not guaranteed 40 hours per week and shall be subject to the lay-off provisions found in Article 12 and 21.02 c.)

<u>Kitchen</u>	Warewasher	1
	First Cook	1
	Total	2

<u>Le Cafe</u>	Captain Server	1
	Server	2
	Total	3

<u>Banquets</u>	Server	3
	Grand Total	8

In order to maintain "Group B" status an employee must be available up to forty (40) hours per week. If the member is not scheduled during his/her forty hours he/she does not have to be available.

ARTICLE 20 – GRATUITY DISTRIBUTION

20.01 The management portion and the Membership portion of the gratuities shall be as follows:

Management Share	10%
Membership Share	90%

The membership share shall be distributed as follows:

Kitchen/ Stewards	12.5%
-------------------	--------------

National Arts Centre Functions (Internal)

Effective, the date this Agreement is ratified, the Corporation agrees that for all internal functions and all NAC fundraising activities, gratuities will be calculated at a rate of **15%** of the retail price of all food and beverages served. When there is no food or beverage service, gratuities at a rate of **15%** will be calculated on the normal room rental fee (prior to any discounts) The Corporation shall provide the Union with the normal room rental fee information for all rental spaces including the Foyer and the terrace. When wine is supplied by a client or sponsor, gratuities will be calculated as the number of bottles served times the corkage fee (minimum \$10.00) time **15%**.

Non-National Arts Centre Functions (External)

Gratuities shall be levied on all catering functions and calculated at 15% of all food, beverage, corkage and room rental revenues.

For any function, where a discount **25%** or greater is given, gratuities shall be calculated at the rate of **15%** times **75%** of the regular retail menu price for all food and beverage services.

Bus Tours represent a special market segment and will not be subject to the above.

Le Cafe

For group functions (8 or more) in Le Cafe where gratuities are a fixed percentage, and where a discount of **25%** or greater is given, the gratuities shall be calculated at the rate of **15%** times **75%** of the current retail menu price for all food and beverage sales. This article shall not apply to any special promotion that management may wish to offer.

20.02 Gratuities for Banquet Captains and Servers shall be divided with the Banquet Captain receiving two points and the Servers receiving one point. A dollar value will then be calculated for each point; this will then be applied for the Banquet Captain who will receive the equivalent two points.

20.03 The remaining monies will then be divided amongst the Servers having worked the banquet equally, based on the number of hours

that were worked. Each server will then receive a prorated hourly rate.

20.04 The Banquet Captains shall be scheduled and shall be eligible to receive gratuities for only those functions at which they actually worked.

20.05 Under no circumstances will non-bargaining unit employees and/or agency employees receive gratuities for the "membership share" of the gratuity pool.

20.06 Gratuities among the Kitchen and Stewards Departments shall be divided and distributed as follows:

The Union shall determine the method of assigning points for the distribution of gratuities among the Kitchen staff within thirty (30) days of the date of the signing of the Collective Agreement.

20.07 For all functions which take place outside of the NAC, a Captain will be assigned.

ARTICLE 21 – SEVERANCE PAY

21.01 In recognition of length of service, when terminating employment with the Corporation, full-time employees will receive severance benefits on the basis of their weekly rate of pay which shall be calculated by multiplying the hourly rate by forty (40) hours.

Lay-off

- a) Full time employees with one (1) or more years of continuous service will be entitled to two (2) weeks pay for the first complete year of continuous service and one (1) weeks pay for each additional complete year of continuous service with a maximum benefit of twenty-eight (28) week's pay.
- b) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous service with a maximum of twenty-seven (27) weeks pay.

- c) Clauses **21.01** and **21.02** a) and b) above shall not apply if the lay-off on each occurrence is for a temporary period, i.e. less than thirty **(30)** days.

21.03 **Resignation**

After completion of ten (10) or more years of continuous service, full-time employees who resign will be entitled to severance pay equal to the amount obtained by multiplying one half (1 ½) of their weekly rate of pay on resignation by the number of completed years of continuous service to a maximum of twenty-six **(26)** weeks.

21.04 **Retirement**

On retirement, when full-time employees are entitled to an immediate annuity under the Public Service Superannuation Act or are entitled to an immediate annual allowance under the Public Service Superannuation Act, one (1) week's pay for each year of service with a maximum benefit of twenty-eight **(28)** weeks shall be paid to the employee immediately.

21.05 **Death**

Regardless of any other benefit payable, if full-time employees die, there will be paid to their estate an amount equal to the product obtained by multiplying their weekly rate of pay by the number of completed years of continuous service to a maximum of twenty-eight **(28)** weeks pay.

21.06 **Release for Incapacity**

On release for incapacity full-time employees shall be entitled to severance pay of one (1) week's pay for each completed year of continuous service with a maximum benefit of twenty-eight **(28)** week's pay.

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

ARTICLE 22 – HOLIDAYS

22.01 The following days shall be designated by the Employer as paid holidays:

- 1) New Year's Day
- 2) Good Friday
- 3) Easter Monday
- 4) Victoria Day
- 5) Canada Day
- 6) Labour Day
- 7) Thanksgiving Day
- 8) Remembrance Day
- 9) Christmas Day
- 10) Boxing Day
- 11) The Employee's Birthday (the employee is required to give the Employer 10 day's advance notice of this Birthday)
- 12) A floater day to be taken by each non-seasonal employee on a date to be scheduled with the Employer's approval.

22.02 To become entitled to pay for a holiday an employee must have been engaged for at least thirty (30) calendar days prior to the holiday and have earned wages for at least fifteen (15) of those thirty (30) calendar days.

22.03 If an employee works on a holiday, in addition to the holiday pay referred to in 22.01 above, they will be paid at time and one-half ($\times 1 \frac{1}{2}$) their hourly rate of pay for all hours worked on the holiday.

22.04 Should a holiday fall on a day that is a non-working day for an employee, they will be allowed a holiday with pay on the working day immediately preceding or following the legal holiday, provided that they have earned such entitlement.

22.05 A part-time employee, who has earned the right to pay for a holiday, shall be paid an amount arrived at by averaging their daily earnings over the thirty (30) days preceding the holiday. Average earnings are determined by totalling earnings and dividing by the number of days worked.

22.06 No full-time employee(s) shall suffer any **loss** of wages as a direct result of legal requirements prohibiting the serving of alcoholic beverages on days stipulated by the Liquor Control Act.

22.07 Article 22.01 does not apply if an employee fails to report for their shift either on their last scheduled working day immediately preceding or their next scheduled working day following the holiday,

unless they are absent with the approval of the Corporation or as is otherwise provided in this Agreement.

- 22.08 All time worked on Christmas Eve and on New Year's Eve shall be paid at time and one-half ($\times 1 \frac{1}{2}$).

ARTICLE 23 – ANNUAL VACATIONS

Full-time employee shall be entitled to annual vacation leave based on length of continuous service. The following conditions will prevail:

- 23.01 No employee may elect to receive pay in lieu of a vacation except with the prior approval of the Chief Executive Officer. Where such request is made, such approval shall not be unreasonably withheld.
- 23.02 For each calendar month that a full-time employee has earned pay for at least ten (10) days, vacation leave credits shall accrue at the rate of one and one-quarter ($1 \frac{1}{4}$) days;
- 23.03 After completion of eight (8) years of service with the Corporation, vacation leave credits shall accrue at the rate of one and two-thirds ($1 \frac{2}{3}$) days for each month there is pay entitlement of at least ten (10) days;
- 23.04 After completion of eighteen (18) years of service with the Corporation, vacation leave credits shall accrue at the rate of two and one twelve ($2 \frac{1}{12}$) days for each month there is pay entitlement of at least ten (10) days;
- 23.05 After completion of twenty nine (29) years of service with the Corporation, vacation leave credits shall accrue at the rate of two and one half ($2 \frac{1}{2}$) days for each month there is pay entitlement of at least ten (10) days;
- 23.06 Wherever a holiday, as described in Article 22 is included in a vacation period, such holiday shall not be deducted from earned vacation leave.
- 23.07 Vacation leave will be taken during the year in which it is earned. Under special circumstances the Chief Executive Officer or designate may authorize a carry over of up to one (1) year's entitlement.
- 23.08 Part-time and seasonal employees will be paid four (4%) percent of gross earnings as vacation pay in accordance with the Canada Labour Code.

- 23.09 Part-time employees will be paid six (6%) percent of gross earnings as vacation pay after six (6) years of continuous service.
- 23.10 Vacation pay entitlements for part-time and seasonal employees will be added to each pay cheque.
- 23.11 Vacation leave schedules will be established based on a fifty-two (52) week calendar commencing the first full week of September each year and ending the last full week of August each year such that employees will be permitted to select their vacation leave preferences, by classification seniority.

The Employer reserves the right to limit the number of employees who may be permitted to take vacation leave in any given week to the maximum number that would be allowable while ensuring there are sufficient staff available to perform the work required.

ARTICLE 24 – SICK LEAVE

Full time employees shall be allowed sick leave benefits subject to the following conditions:

- 24.01 Benefits shall accrue without limit at the rate of one and one-quarter (1 ¼) days for each calendar month during which the employee is entitled to pay for at least ten (10) days.
- 24.02 Earned benefits are to be used as a from of insurance against financial loss during periods of disability caused by illness or injury, provided that compensation is not made to the employee through a group insurance plan to which the Corporation contributes or through Workplace Safety & Insurance Board.
- 24.03 Upon request, an application for Sick Leave must be accompanied by a certificate, signed by a qualified medical practitioner, whenever the period of absence extends beyond three (3) consecutive working days or after a total of seven (7) uncertified days in a twelve (12) month period. The medical certificate must confirm that the employee was unable to perform their duties the length of the sick leave period. The Employer must keep medical certificates and results of medical examinations confidential. Employees will be reimbursed when medical certificates are required as stated above. A receipt is required.

- 24.04 Misuse of sick leave benefits may be considered as sufficient cause for discipline.
- 24.05 All cases of sickness must be reported to the employee's supervisor or the authorized representative on the first day at least three (3) hours prior to the normal reporting time or one (1) hour prior to the commencement of the shift when scheduled at 9:00am or earlier.

ARTICLE 25 – MATERNITY AND PARENTAL LEAVE

- 25.01 Employees shall be granted Maternity and/or Parental leave as per the Employment Standards Act of Ontario.
- 25.02 The corporation and the full-time employee may choose to continue to be responsible for their share of Pension, Death Benefit and Group Insurances. The employee's share of Death Benefit and Group Insurances and any voluntary deductions may be paid in advance prior to commencement of the maternity leave. The employee's share of Superannuation and Supplementary Retirement Benefit Account will be recovered from the employee upon their return. The collection of these arrears will be in equal instalments deducted from salary over a period of time equal to the time the employee was on leave, subject to the Superannuation Act.

ARTICLE 26 – SPECIAL LEAVE

Full-time employees shall be allowed special leave with pay on those occasions indicated hereunder within the limits stipulated:

The parties agree that in the application of this Article, married, common-law and same-sex couples will be recognized in the same fashion.

- 26.01 Employees wedding – Three (3) consecutive working days (supervisor must be notified at least two (2) weeks in advance);
- Birth of a child – Father allowed absence of one (1) day;
- Adoption of a child – Father/ mother allowed absence of one (1) day;
- Bereavement leave - Four (4) consecutive days, including one (1) additional day with pay in the event the burial does not take place at

the same time as the bereavement leave. Additional time for traveling to and from place of service will be granted when reasonable and required. In this context, an immediate relative is considered to be the employee's spouse, mother, father, grandmother, grandfather, common-law spouse, brother, sister, child of either the employee or spouse, grandchild;

Illness of a child –Parent allowed a maximum of three (3) days leave without pay per year to care for their sick child(ren).

- 26.02 The appropriate departmental Manager or designated representative may withhold approval of an application for special leave until evidence, that is satisfactory to them, is submitted in support of such application.
- 26.03 Delegation of not more than four (4) employees to attend meetings pertaining to Union business will be considered as a good reason for granting a leave of absence without pay.
- 26.04 Requests for leaves of absence without pay shall be in writing to the Employer and must state the time required.
- 26.05 When a paid-time employee has completed six (6) months of work, said employee shall be entitled to bereavement leave in the event of a death in the employee's immediate family as defined in article 26.01 above. Pay shall be provided for those work periods for which the employee is scheduled to work commencing with the day of the death and for three (3) days following.
- 26.06 Up to five (5) bargaining unit employees on the Union's Negotiating Committee shall be granted leave of absence without pay to attend collective bargaining meetings. All such time shall be regarded as time worked. Any member qualifying for this leave will be entitled to his/her portion of the gratuities pool for each bargaining meeting, as applicable, or the average for what the gratuities would have been had the person worked his/her shift.

ARTICLE 27 – INSURANCE BENEFITS

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

to a reasonable level and to maintain the provisions of the plan at or near their current level.

In the event that the parties are unable to reach an agreement to reduce the plan costs, the Employer shall implement one of the following alternatives, at the Local's option:

- a) Implement the Employer's plan:
- b) Implement the Local's proposal provided that the increase in cost to the Employer, if any, shall be limited to the increase that it would agree to pay for its non-union full-time employees and provided that the Employer's insurance carrier agrees to administer the Local's proposal;
- c) All employees will be withdrawn from the plan and the Employer shall pay to the Local an amount equivalent to the costs that the Employer would have paid under alternative b) above conditional upon the Corporation obtaining a waiver of liabilities from the Union which the Corporation determines shall be sufficient to save the Corporation harmless from any employee claims as a result of their withdrawal from the Corporation's plans. In the event that the employees are withdrawn from the plan, no reinstatement shall be permitted during the term of this Agreement and, at any time in the future, without the written permission of the Employer.

For purposes of the above-mentioned consultation the Local will be represented by Union representatives, a technical advisor and two employee representatives selected by Local 261.

ARTICLE 28 – DENTAL FUND

28.01 The Corporation agrees to pay full premiums for all full-time employees to participate in the Corporation's Dental Plan. Coverage will begin after the appropriate waiting period.

Upon ratification, the Corporation also agrees to contribute the amount of thirty cents (\$0.30) for each hour paid to each part-time employee who has completed his probationary period.

Effective September 1, 2007 the Corporation agrees to contribute the amount of thirty-five cents (\$0.35) for each hour paid to each part-time employee who has completed his probationary period.

ARTICLE 29 –MEALS AND EMPLOYEE'S AREAS

- 29.01 The parties agree that employees are only entitled to one free meal per shift. Employees shall be entitled to coffee and spring water and one non-alcoholic beverage per shift from the green room.
- 29.02 All employees, when required to work overtime of at least two (2) hours after the completion of an eight (8) hours shift shall be provided with a further free meal and will be assigned a further half-hour (112) meal period.
- 29.03 **All** employees shall be assigned a fifteen **(15)** minute rest period in each four **(4)** hour shift.
- 29.04 The Corporation will provide ample and sanitary eating facilities and dressing rooms with individual lockers for all employees.
- 29.05 The employees will co-operate in maintaining orderly conditions in the areas provided for eating and in the locker rooms.

ARTICLE 30 –GRIEVANCE PROCEDURE

- 30.01
- a) "Grievance" means any complaint, expressed in writing, having reference to a disagreement between the participants to this Agreement regarding the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable and shall also mean any difference arising from disciplinary action. All grievances shall be resolved conclusively in the manner set out in this Article without slow-down or stoppage of work. The time limits set out hereunder in Articles 30 and 31 may be extended by the mutual agreement of both parties.
- b) For the purpose of this Article, days shall exclude Saturdays, Sundays and designated holidays.
- 30.02 Step No. 1 – Discussion Stage

Where an **employee(s)** has (have) a **complaint(s)** they are encouraged to discuss the matter with their immediate supervisor in the presence of a shop steward.

If the complaint is not settled to the satisfaction of the **employee(s)** concerned within twenty-four (**24**) hours after such a discussion, then the following steps of the grievance procedure may be invoked.

Where such discussion does not take place, then the following steps of the grievance procedure may be invoked, within five (5) days from the date of the occurrence of the circumstances giving rise to the grievance or within five (5) days of the date the **employee(s)** could reasonably become aware of the circumstances giving rise to the grievance.

Step No. 2 – Formal Grievance

The Corporation acknowledges that the Union shall have carriage of all formal grievances submitted on behalf of its members and / or on its own behalf.

The employeeshop steward shall refer the matter to the Local Union where it shall be reduced to writing as a formal grievance and submitted to the Director of Restaurants & Catering or his/her designate, indicating the Articles of the Agreement allegedly violated and the redress being sought.

The Director of Restaurants & Catering or his/her designate shall meet with the Union and the grievor(s) within five (5) working days from receipt of the grievance. Following said meeting, the Director of Restaurants & Catering or his/her designate shall have five (5) days to provide a written statement of his/her response to the grievance, including the reasons for said response, to the Union. Should the response be unsatisfactory, the matter may be referred to arbitration.

30.03 Management Grievance

Step No. 1

The Corporation may submit a grievance, in writing to the Union within five (**5**) days of the occurrence of the circumstances giving rise to the grievance.

An Officer or Officers of the Union shall meet with the appropriate Departmental Manager of his/her authorized representative to seek settlement of the grievance.

Step No. 2

Failing a satisfactory settlement under Step no. 1, within five (5) days after said meeting, the Corporation may refer the grievance to Arbitration as hereinafter set out.

- 30.04 The parties agree that the time limits outlined herein may be extended by mutual agreement of the parties.

ARTICLE 31 – ARBITRATION

- 31.01 Either party may, after exhausting the grievance procedure established in Article 30 notify the other party in writing of its intention to refer the matter to arbitration provided such notification is given within fifteen (15) days after receiving the response to the grievance from Step 2 of the grievance procedure(s). Such notification shall contain details of the matter at issue, the specific Articles violated, if applicable, and the redress requested.
- 31.02 Within fifteen (15) days of the date of delivery of the foregoing notice, the parties shall attempt to agree to the appointment of an Arbitrator.
- 31.03 Should the parties fail to agree on the selection of an Arbitrator within the fifteen (15) days prescribed in Clause 31.02, the party requesting arbitration shall ask the Federal Minister of Labour to appoint one.
- 31.04 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.
- 31.05 The Arbitrator shall have no power to alter, add to, subtract from, amend, modify, or substitute any part of this Agreement.
- 31.06 The fee and expenses of an Arbitrator shall be borne equally by the parties. Where facilities are available within the Corporation's premises, the facilities used for the arbitration hearing shall be provided by the Corporation at no cost. Where such facilities are off the Corporation's premises, the parties shall equally bear the cost of such facilities.

- 31.07 The time limits stipulated in this Article may be extended by written consent of the parties.
- 31.08 For the purpose of this Article, days shall exclude Saturdays, Sundays and designated holidays.

ARTICLE 32 – EXISTING PRIVILEGES

- 32.01 All benefits which employees now receive shall continue insofar as they are consistent with this Agreement but may be modified by agreement between the Employer and the Union during the lifetime of this Agreement.

ARTICLE 33 – PRESENT AND FUTURE LAWS

- 33.01 Unless the terms and conditions set out in this Agreement, or any part thereof, are found to be in violation of existing and / or future laws, said terms and conditions shall remain in full force and effect for the duration of the Agreement. Any term that is in conflict shall only be inoperative or modified to the extent necessary to resolve the conflict.

ARTICLE 34 – PARKING

- 34.01 Employees subject to this Collective Agreement will continue to be offered the preferred parking rates available to all NAC staff.

ARTICLE 35 – DURATION, MODIFICATION AND RENEWAL


- 35.01 The general conditions of this Agreement at the Corporation's operations in the National Arts Centre, in Ottawa, shall be in effect and binding upon the signatories representing both parties, their successors and assignees for a period from the first (1st) day of September 2009 until the thirty first (31st) day of August 2011, and shall continue automatically thereafter from year to year, unless either party desires to change, add to, delete, amend or terminate any of the terms of this Agreement, then notice shall be given in writing by either party desiring a change not more than ninety (90) days, nor less than thirty (30) days prior to the expiration of this Agreement.

Signed this 14th day of October 2010.

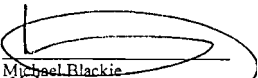
FOR THE NATIONAL ARTS CENTRE
CORPORATION



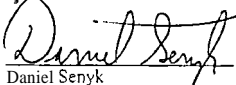
Peter Herndorf



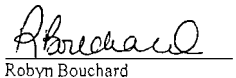
Debbie Collins



Michael Blackie

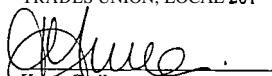


Daniel Senyk

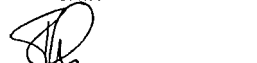


Robyn Bouchard

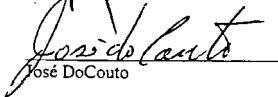
FOR THE HOSPITALITY SERVICE
TRADES UNION, LOCAL 261



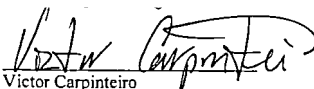
Karen Grella



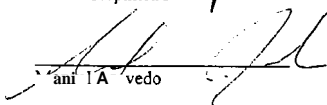
Frank Grella



José Do Couto



Victor Carpinteiro



Ani I A vedo

APPENDIX "A"

RATES OF PAY

Effective Date: **Sep 1, 2009** **Sep 1, 2010**

Classification

1. Kitchen		
Chef de Partie	\$20.35	\$20.66
Assistant Chef de Partie	\$19.47	\$19.76
First Cook	\$17.58	\$17.84
Second Cook	\$17.00	\$17.26
First Assistant	\$15.78	\$16.02
Second Assistant	\$15.17	\$15.40
General Assistant	\$13.97	\$14.18
2. Le Cafe		
Captain Server	\$11.35	\$11.52
Server	\$10.72	\$10.88
Busperson	\$10.72	\$10.88
Host/ Hostess	\$12.45	\$12.64
3. Bars		
Intermission Barperson	\$10.99	\$11.16
Intermission Bartender	\$10.99	\$11.16
4th Stage Bartender	\$11.35	\$11.52
Combination Bartender	\$16.32	\$16.57
4. Banquets		
Captain	\$11.35	\$11.52
Server	\$10.67	\$10.83
Busperson	\$10.67	\$10.83
5. Stewards		
Receiver	\$14.88	\$15.10
Warewasher	\$13.91	\$14.11
Laundry Attendant	\$13.96	\$14.17
6. Checkroom		
Attendant	\$11.28	\$11.44
7. Green Room		
Senior Attendant	\$15.16	\$15.39
Counter Attendant	\$13.96	\$14.17

APPENDIX "B"

RATES OF PAY FOR SEASONAL EMPLOYEES IN LE CAFE

Seasonal Le Café servers will be paid the minimum wage rate for liquor servers as prescribed by the Province of Ontario.

Seasonal Le Cafe buspersons will be paid the general minimum wage as prescribed by the Province of Ontario.

LETTER OF UNDERSTANDING # 1


BETWEEN
TEE NATIONAL ARTS CENTRE
AND
THE HOSPITALITY & SERVICE TRADES UNION

- a) When an employee faces a situation whereby, over two work weeks, he works more than ten (10) consecutive days in a row, the Employer will give the employee the option to work the consecutive days or take a day off (the day off shall be scheduled by the Employer subject to the employee's right to selection set out in Article 15).
- b) The Employer recognizes that performance may be diminished due to excessive work without rest and, as a result, the Employer will make every reasonable effort to avoid the circumstances of scheduling more than ten (10) consecutive work days.
- c) Where a junior employee within a particular classification is not scheduled to work, a senior employee may select that day off provided that, in making that selection, the senior employee can still maximize his work opportunities and the Employer has sufficient staff to cover its labour requirements.
- d) The Company agrees to maintain the practice with respect to employee availability in scheduling, provided that the Employer shall have the right to assign and compel employees to work from the bottom up.

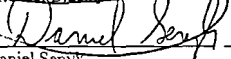
Signed this 14th day of October 2010.

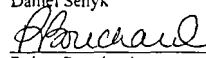
FOR THE NATIONAL ARTS CENTRE
CORPORATION


Peter Herrndorf


Debbie Collins



Michael Blackie

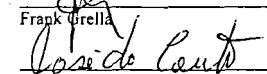

Daniel Senyk


Robyn Bouchard

FOR THE HOSPITALITY SERVICE
TRADES UNION, LOCAL 261

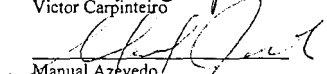

Karen Grella


Frank Grella


José Do Couto


Michel Dagenais


Victor Carpinteiro


Manuel Azevedo

LETTER OF UNDERSTANDING # 2

BETWEEN
THE NATIONAL ARTS CENTRE
AND
THE HOSPITALITY & SERVICE TRADES UNION

This will confirm our agreement that during the negotiations, that for the life of this Collective Agreement, the National Arts Centre **will** not privatize the restaurant, food and/or beverage operations.

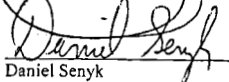
Signed this 14th day of October 2010.

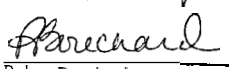
FOR THE NATIONAL ARTS CENTRE CORPORATION


Peter Herndorf


Debbie Collins


Michael Blackie


Daniel Senyk


Robyn Bouchard

FOR THE HOSPITALITY SERVICE TRADES UNION, LOCAL 261


Karen Grella


Frank Grella


José Do Couto


Michel Dagenais


Victor Carpinteiro


Manuel Azevedo

LETTER OF UNDERSTANDING # 3

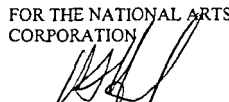
BETWEEN
THE NATIONAL ARTS CENTRE
AND
THE HOSPITALITY & SERVICE TRADES UNION

The Corporation shall use its best efforts to obtain software that is capable of generating the following information. The Corporation shall also provide as much of the following information as possible, to the Union.

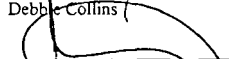
- a) Names of employees
- b) Social Insurance Numbers
- c) Job Classification
- d) Hourly rates of pay
- e) Hours worked in deduction period (non-banquet employees)
- f) Shifts worked in deduction period (non-banquet employees)
- g) Total gross earnings (for deduction period)
- h) Total Flat Rate Dues (bi-weekly)
- i) Percentage Rate Deduction (non-banquet employees)
- j) Shift Rate Deduction (banquet employees)
- k) Total Dues Deducted (h + i non-banquet) or (h + j banquet)
- l) Dues in Arrears (if applicable)
- m) Amount of initiation Fees Collected (if applicable)
- n) Identify any changes in employee's status since the previous remittance

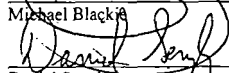
Signed this 14th day of October 2010.

FOR THE NATIONAL ARTS CENTRE
CORPORATION


Peter Herrndorf


Debbie Collins


Michael Blackie

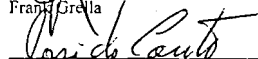

Daniel Senyk


Robyn Bouchard

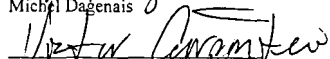
FOR THE HOSPITALITY SERVICE
TRADES UNION, LOCAL 261

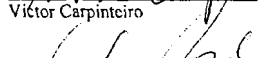

Karen Greha


Frank Grella


Jose DoCouto


Michel Dagenais


Victor Carpinteiro


Manuel Azevedo

LETTER OF UNDERSTANDING # 4

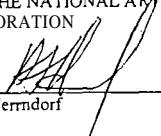
BETWEEN
THE NATIONAL ARTS CENTRE
AND
THE HOSPITALITY & SERVICE TRADES UNION

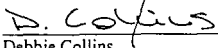
The Corporation proposes a Profit Sharing Program, starting September 1, 2000 and continuing for the life of the Agreement. This program shall be available to all full-time and part-time employees.

Any amount which is achieved over the target based net profit of \$560,000.00 shall be calculated at the rate of thirty per cent (30%) and distributed, based on the number of hours worked during the fiscal year. The bonus will be paid in December of each year, after the audited financial statements have been made public.

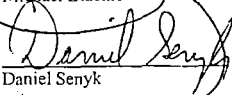
Signed this 14th day of October 2010.

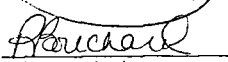
FOR THE NATIONAL ARTS CENTRE
CORPORATION


Peter Herrndorf


Debbie Collins


Michael Blackie

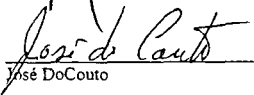

Daniel Senyk

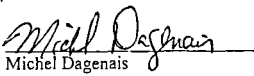

Robyn Bouchard

FOR THE HOSPITALITY SERVICE
TRADES UNION, LOCAL 261

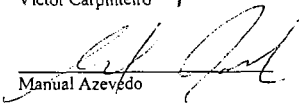

Karen Grella


Frank Grella


José Do Couto


Michel Dagenais


Victor Carpinteiro


Manual Azevedo

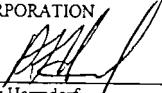
LETTER OF UNDERSTANDING # 5

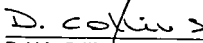
BETWEEN
THE NATIONAL ARTS CENTRE
AND
THE HOSPITALITY & SERVICE TRADES UNION

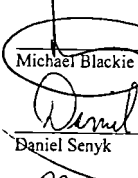
The Corporation agrees to establish and administer a Training and Development Fund for all employees and contribute to the Fund the amount of \$3,500.00 annually. The Union shall determine the training courses and suppliers.

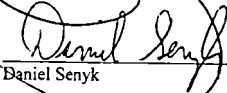
Signed this 14th day of October 2010.

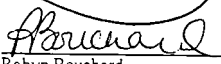
FOR THE NATIONAL ARTS CENTRE
CORPORATION


Peter Herrndorf

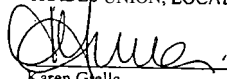

Debbie Collins


Michael Blackie

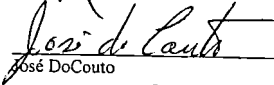

Daniel Senyk

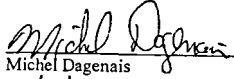

Robyn Bouchard


FOR THE HOSPITALITY SERVICE
TRADES UNION, LOCAL 261


Karen Gralla


Frank Gralla


José DoCouto


Michel Dagenais


Victor Carpinteiro


Manual Azevedo

LETTER OF UNDERSTANDING # 6

BETWEEN
THE NATIONAL ARTS CENTRE
AND
THE HOSPITALITY & SERVICE TRADES UNION

The Corporation shall provide Job Guidelines, for all bargaining unit positions within one (1) year after the ratification of the Collective Agreement.

The Corporation also proposes to establish a Joint Committee that would include bargaining unit employees, to assist in the development of these Guidelines. The Corporation shall ensure that the Committee will be made up of an equal ratio of Union members to Management personnel including the Human Resources Department. It is further understood that a minimum of one union member from each department is represented.


It is further agreed that the absence of Job Guidelines will not be used by the Corporation to prevent a claim that, an employee is entitled to pay attached to a higher job classification, under Article 18.03.

Signed this 14th day of October 2010.

FOR THE NATIONAL ARTS CENTRE
CORPORATION



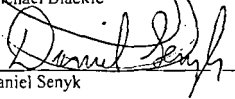
Peter Hermdorf



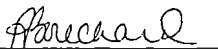
Debbie Collins



Michael Blackie



Daniel Senyk



Robyn Bouchard

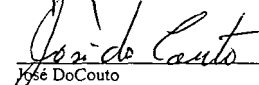
FOR THE HOSPITALITY SERVICE
TRADES UNION, LOCAL 261



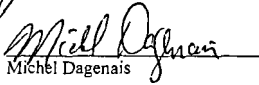
Karen Gralla



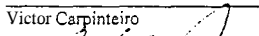
Frank Gralla



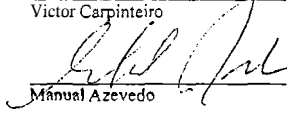
José Do Couto



Michel Dagenais



Victor Carpinteiro



Manuel Azevedo

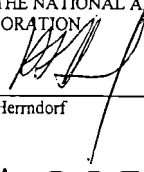
LETTER OF UNDERSTANDING # 7
BETWEEN
THE NATIONAL ARTS CENTRE
AND
THE HOSPITALITY & SERVICE TRADES UNION

The parties agree to create a position of Food Runner in Le Café. The hourly rate of pay will be \$12.27 per hour.


The employer reserves the right to eliminate this position once the current collective agreement is no longer in effect.

Signed this 14th day of October 2010.

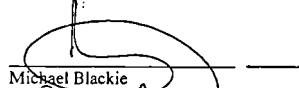
FOR THE NATIONAL ARTS CENTRE
CORPORATION



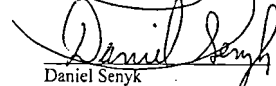
Peter Herrndorf



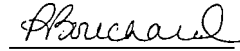
Debbie Collins



Michael Blackie



Daniel Senyk



Robyn Bouchard

FOR THE HOSPITALITY SERVICE
TRADES UNION, LOCAL 261



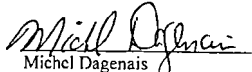
Karen Grella




Frank Grella



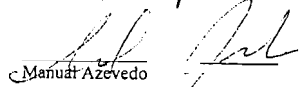
José Do Couto



Michel Dagenais



Victor Carpinteiro



Manuel Azevedo