

SOURCE	10.		
EFF.	93	06	01
TERM.	96	05	31
No. OF EMPLOYEES	162		
NOMBRE D'EMPLOYÉS	50		

AGREEMENT BETWEEN



THE NATIONAL ARTS CENTRE
CORPORATION

AND



THE HOSPITALITY & SERVICE
TRADES UNION

Local 261

June 1, 1993 to May 31, 1996

MAY 1 - 1995

06328(05)

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THIS AGREEMENT MADE IN DUPLICATE IN THE CITY OF OTTAWA,
REGIONAL MUNICIPALITY OF OTTAWA-CARLETON, PROVINCE OF
ONTARIO, THIS 12th DAY OF February 1995.

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 machinery for the prompt and equitable disposition of grievances, to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement and to provide efficient operation of the Corporation's business.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 a) 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, Assistant Department Manager, Supervisor, Department Manager and those above.
- b) Where the Corporation expands 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 benefits terms to the new operation. By mutual agreement of the parties, wages and benefits, as they apply to the new operation

exclusively, shall become negotiable. Both parties recognize the joint benefit of a cooperative spirit in order to increase business and work opportunities.

- 2.02 Persons in the employ of the Corporation not subject to this Collective Agreement shall not perform any work which is performed by members of the bargaining unit, except: a) in cases of emergency or for training purposes; b) for the Department Manager, Assistant Department Manager and Supervisor, who are allowed to sit patrons; c) the Executive Chef; d) in the situation where there is insufficient members of union available for work in that particular banquet function, the Corporation may hire people from agencies or schools.

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) the term "employee" in this Agreement refers to both genders.

- h) "Common law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person of the opposite sex, publicly represented that person to be his/her spouse and continues to live with that person as if that person was his/her spouse.

**ARTICLE 4 - UNION MEMBERSHIP AND DEDUCTION, AND
APPENDIX "A" - AUTHORIZATION FORM**

- 4.01 All present and future employees of the Corporation engaged for positions subject to this Agreement shall be required to enroll for union membership as a condition of continuous employment and shall maintain their membership.
- 4.02 The Corporation shall deduct initiation or reinstatement fees, in the amount determined by the Union, from wages due to employees on the first appropriate deduction date.
- 4.03 Monies deducted, either as initiation fees, reinstatement fees, or monthly dues, will be remitted by the Corporation to the Financial Secretary of the Union together with a listing indicating:
 - a) the names of employees from whom deductions have been made;
 - b) the amount deducted from each; and
 - c) the classification and status of each employee (i.e. full-time, part-time or seasonal)Remittances and listings will be provided by the Employer to the Union within seven (7) days following the month for which the dues and initiation fees have been deducted.
- 4.04 The Union shall provide to the Corporation the forms as in Appendix "A" of this Agreement. This form shall be filled out

and signed by all employees in accordance with Clauses 4.01, 4.02, 4.03. A copy of the application for membership and check-off authorization form shall be forwarded by the Corporation to the Union office together with the monthly Union dues deduction list for that same month said deduction was made.

- 4.05 a) In the event that a Union member is absent from work due to illness, lay-off, or a leave of absence, his dues or fees shall be deducted from the first pay cheque following his return to work, unless some other arrangements have been made with 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.
- 4.06 The Union agrees to save the Corporation harmless from any claim by an employee resulting from the collection of current dues or retroactive recoveries necessary because of error or other cause.
- 4.07 The Corporation shall provide a copy of the Collective Agreement to all employees at the time of hire in the official language of their choice.

APPENDIX "A" - AUTHORIZATION FORM

PLEASE PRINT (MUST BE COMPLETED IN FULL)

APPLICATION FOR MEMBERSHIP AND CHECK-OFF AUTHORIZATION FORM
in the

Hospitality & Service Trades Union, Local 261, hereinafter called the "Union".

NAME: _____

Employed at _____

do hereby make application to become a member of the Hospitality & Service
Trades Union - Local 261.

If accepted I agree not to violate the provisions of the constitution and ritual of the
International Union and agree to conform to the Constitution and by laws now in
force or hereinafter amended, all rules and regulations of our International Union or
Local Union to which I am designated.

I agree if accepted as a member of HSTU Local 261 to designate and authorize
said organization separately and/or collectively through any of its affiliated locals,
agents or representatives to represent me and on my behalf to negotiate and
conclude agreements as to hours of labour, wages and other employment
conditions in accordance with the by-laws of said organization.

I further agree to allow my Employer to deduct from my earnings such monies as
determined by the HSTU, Local 261, for initiation and/or reinstatement fees or for
Union Dues.

It is understood the amount of dues and initiation fees is determined by the
Union's International Convention and the membership of the Union, in accordance
with the by-laws. This check-off authorization shall hold the Corporation harmless.

I agree that the National Arts Centre Corporation shall be saved harmless from any
claim arising from the collection of initiation and/or reinstatement fees and/or dues.

PLEASE PRINT

ADDRESS: _____

SOCIAL INSURANCE NO.: _____

NEXT OF KIN: _____

TELEPHONE: _____

JOB CLASSIFICATION: _____

FULL-TIME: _____ PART-TIME: _____ SEASONAL: _____

WITNESS: _____ DATE: _____

Were **you** ever a member of this International Union?

Yes: _____ No: _____

SIGNATURE: _____ DATE: _____

ARTICLE 5 - ACCESS TO PREMISES

- 5.01 Authorized representatives of the Union will be permitted to enter the premises of the Corporation at any reasonable time, on presentation of a card or letter of identification to the Supervisor in charge. In consideration of this privilege, the Union agrees that the visits of its representatives 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.
- 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 his term of office, the highest seniority in his 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, to be located in the Café area, the Banquet area and the main kitchen and Intermission Bar corridor, for purposes of posting seniority lists, notices of Union business, social and educational activities. All notices pertaining to Union business must be signed by a recognized officer of the Union and submitted to the Human Resources Department for approval before posting.

ARTICLE 9 - MANAGEMENT'S RIGHTS

9.01 The Union acknowledges that the exclusive function of the Corporation is generally to manage the enterprise in which it is engaged and particularly to:

- a) maintain order, discipline and efficiency;
- b) hire, discharge, transfer, promote, demote, or discipline employees provided that a claim of discriminatory promotion, demotion, or transfer, or a claim that an employee has been discharged or disciplined without reasonable 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 any terms of this Agreement. A copy of all such rules and regulations shall be sent to the Union office, as well as any changes, amendments or updates.

- e) it is understood and agreed that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement.

ARTICLE 10 - JOINT CONSULTATION COMMITTEE

- 10.01 **To** facilitate discussions on matters of mutual interest outside the terms of the Collective Agreement, the parties to this Agreement shall recognize a Joint Consultation Committee. Representation at such meetings will be limited to four (4) representatives of the Corporation and four (4) representatives of the employees at least one of whom shall be an officer of the 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.
- 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.

ARTICLE 11 - PROBATION

- 11.01 a) A full-time employee shall be on probation for the first thirty (30) days of the employment, except for part-time and seasonal employees who shall be on probation for the first forty-five (45) days, and at the Employer's discretion such employment may be terminated at any time during the probationary period. Such termination of employment shall not be grievable or questioned by the Union.
- b) When an employee is transferred or promoted to another classification or department, the probation period in his new classification will be thirty (30) days subject to 15.09 a).

- c) Upon written notification from the Corporation seven (7) days prior to the expiration of the above forty-five (45) and thirty (30) 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 - CHANGES IN STAFF

Lay-off and recall

- 12.01 Lay-off is defined as any elimination in work opportunities, normally available.
- 12.02
 - a) In the case of lay-off, probationary and then part-time employees within a classification shall be the first laid off (during the season, seasonal employees shall be the first laid off) followed by full-time employees in the classification in inverse order of seniority in the 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.
 - b) Recall to employment will be made in reverse order of lay-off. Notices of recall shall be made by registered mail to the last address registered with the Corporation for Group A employees and Group B employees who have received written notice of lay off. Notices of recall for all other employees shall be in accordance with the current practice.
- 12.03 The Employer may offer to a full-time employee less than eight (8) hours of work per day, instead of laying off that employee due to a shortage of work.

- 12.04 Unless, within four (4) days of posting of a recall notice by Registered Mail (Saturdays, Sundays and Holidays excluded), an employee signifies his intention to return to work, he shall be passed over, but shall not be considered terminated, if he can prove within one (1) week, without reasonable doubt, that he was unable to contact the Corporation. Further, if an employee who has agreed to return to work fails to report as scheduled, that employee shall be struck from the seniority list.
- 12.05 Full-time and part-time employees who are laid off will be retained on the Corporation's seniority list for a period of six (6) months after which they shall be struck from the seniority list. Group B full-time employees shall remain on the seniority list for twelve (12) months. During any period of lay-off, the employee shall continue to pay his 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 (1) week prior to lay off, stating the length or, if unknown, the approximate length of the lay off and the expected date of recall or payment in lieu of notice.
- b) Notwithstanding 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 16.03 a).

Promotion 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 the 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 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.
- 12.09 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.

ARTICLE 13 - DISCIPLINE

- 13.01 In order of severity, the types of disciplinary actions are:
- a) Oral reprimand
 - b) Written reprimand
 - c) Suspension
 - d) Dismissal
- 13.02 The Employer at its discretion may discipline an employee for just cause.
- 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 on the personnel file of an employee, shall be destroyed as evidence after the following periods have elapsed since the disciplinary action was taken, provided no further disciplinary action has been recorded during this period:
- a) for employees with less than five (5) years of service: after eighteen (18) months;
 - b) for employees with five (5) years or more of service: after twelve (12) months.
- 13.05 When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, the employees are entitled to have a representative of the Union attend the meeting. The employee may choose to waive representation at the meeting.
- 13.06 The Corporation 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 of at the time of filing.
- 13.07 The Employer shall give notice of dismissal "without cause" in writing or pay in lieu thereof to an employee who has completed the probationary period, of not less than one (1) week in advance of the termination date if the employee has been employed 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. The employee agrees to give similar notice.

ARTICLE 14 - UNIFORMS

14.01 Whenever the Corporation supplies and requires that employees should wear a particular type of clothing (in the nature of a uniform) in order to perform his duties, the cleaning and laundry of same shall be at the expense of the Corporation. 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.

ARTICLE 15 - SENIORITY RIGHTS

15.01 The Corporation and the Union agree that seniority rights of employees within each department and classification shall be recognized, the departments being as follows: Kitchen, le Café, Stewards, Intermission Bars, Banquets, Checkrooms and Green Room. Seniority will be based upon length of service with one of the aforementioned departments in a particular classification but will include previous service with Gabriel Restaurant Management (Ottawa) Limited at the National Arts Centre.

15.02 Full-time and part-time employees acquire seniority as soon as 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 Seniority rights may be exercised by employees in cases of:

- a) the reduction of working hours;
- b) the selection of vacations and available days off; and
- c) shift preference only when shift changes or vacancies occur, provided that the employee possesses the necessary

qualifications.

- 15.04** 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 become official.
- 15.05** If two or more employees are hired on the same date, and have the same seniority, they shall be ranked in alphabetical order.
- 15.06** Seniority lists prepared by department, shall be posted by the Corporation indicating employee names, classification, employment status (i.e. full-time Group A, full-time Group B, part-time, seasonal), and dates of commencement for seniority purposes. Such lists will be posted within thirty (30) days of the date on which this Agreement is signed and will be updated quarterly (January 1, April 1, July 1, and October 1). A copy of all such lists will be supplied to the Business Agent of the Union.
- 15.07** An employee retains seniority rights and continues to accumulate seniority when:
- a) he is on leave without pay for a period of three (3) months or less;
 - b) absent on maternity leave (paid leave under U.I.C.);
 - c) he is absent from work due to a work related accident, recognized and compensated by the Workers' Compensation Board, for a period not to exceed twenty-four (24) months, or six (6) months for part-time employees;
 - d) he is absent from work due to sickness for a period not to exceed the sick leave credits for full-time employees only.

- 15.08** An employee retains seniority rights but does not accumulate seniority when:
- a) he is on leave without pay for more than three (3) months, but shall have his date adjusted in accordance with the following: the employee shall have his seniority date brought forward by one day for each day after the three (3) month period;
 - b) he is absent from work due to sickness after he used up his sick leave credit for a period not to exceed twenty-four (24) months including in this period the sick leave credits as stated in Article **15.07 d)**, except for part-time employees where this period shall not exceed six (6) months. The employee shall have his seniority date brought forward one day for each day thereafter;
 - c) he is laid-off for a period not to exceed six (6) months.
- 15.09**
- a) An employee shall lose his seniority rights in his classification when he is transferred or promoted to another classification for a period of more than thirty (30) days and starts to accumulate seniority in this new classification.
 - b) An employee starts to accumulate seniority in his new classification the first day following the end of the probation period set out in Article **11.01 b)**, however, this seniority is retroactive to the first day of work in the new classification.
 - c) An employee who is temporarily assigned to another classification for a period of no more than sixty (60) days, shall retain and accumulate his seniority rights in his 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 under apprenticeship classification.

- d) Seasonal seniority shall be recognized on the seniority list during the period of the season after part-time employees within each respective classification. Preference for work availability, however, shall be given to seasonal employees rehired from the immediately previous season over new hires, provided they ensure they are available for more than three, (3) days per week. This provision does not require the Corporation to rehire returning seasonal employees.

15.10 An employee shall lose all seniority and seniority rights if:

- a) he takes a leave of absence and works somewhere else during the period of leave, except with the written consent of the Employer for work performed under an apprenticeship program;
- b) he resigns;
- c) he is laid off for a period of six (6) months or more, save and except Group **B** full-time employees who shall have a period of twelve (12) months before they lose seniority rights;
- d) he is discharged and not reinstated through the grievance or arbitration procedures;
- e) he is absent from work for three (3) consecutive days according to his schedule, and fails to report the absence to his supervisor, and fails to respond to the Employer's registered notice within five (5) days;
- f) he fails to return from authorized leave unless such failure to return is proven to the satisfaction of the Employer **to** have been due to causes beyond the employee's control;
- g) he retires;

- h) is absent from work for reasons of illness or accident (at work or not) for more than twenty-four (24) months. Except for part-time employees where this period shall not exceed six (6) months.

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 but shall exclude meal periods as set out in Article 29.01.
- 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 the Opera, 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 persons hired to work between April 15 to September 15 as 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, fire, flood, Act of God, power failure or other like cause beyond the control of the Corporation.
- 16.03
 - a) A work schedule shall be prepared and posted the Thursday preceding the work week, indicating 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. Notice of changes by phone to the affected employees will continue. Le Café seasonal employees shall call the answering machine prior to their shift, in accordance with the current practice, to determine whether they will be working that shift.

- b) Serving staff in Le Café will be allowed to select groups thirty (30) minutes prior to their shift. Selection is made by seniority and the employees shall advise the Maitre'd accordingly.
 - c) Part-time employees shall ensure that they are available to be scheduled by seniority at least once per month. Failure to meet this availability may leave the employee subject to discipline up to and including termination.
- 16.04** Part-time employees will be employed for a minimum of four (4) hours at 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** No shift shall be split more than once. All split shifts shall be worked within 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 1/2) hours worked they shall receive eight (8) hours pay;
 - b) for eight (8) hours worked they shall receive eight and one-half (8 1/2) 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 his bar, by seniority, individuals brought in as a last minute replacement shall only work the scheduled shift and bar of the individual for whom they are replacing.

ARTICLE 17 - OVERTIME

- 17.01 Time worked over eight (8) hours in a day or forty (40) hours in a week shall be paid for at one and one-half (1 1/2T) the regular hourly rate.
- 17.02 Time worked over eight (8) hours in any one day may not be computed with hours worked under eight (8) hours in another day as straight time.
- 17.03 Work performed on a full-time employee's schedule day off shall be paid for at one and one-half (1 1/2T) the regular hourly rate.
- 17.04 Overtime shall not accrue upon overtime.

ARTICLE 18 - REMUNERATION, APPENDIX "B" - RATES OF PAY AND APPENDIX "C" - RATES OF PAY FOR SEASONAL EMPLOYEES IN LE CAFE

- 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 "B" 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 "C",
 - c) Seasonal employees in the Kitchen and Steward Department shall be paid twenty-five cents (25) less than the full rate as shown in Appendix "B".
- 18.02 If, during the term of the Agreement, new job classifications are established which are not covered in Appendix "B", but which the parties agree should be covered in Appendix "B", the parties may agree to meet to negotiate rates of pay for such new classifications. Should the parties fail to reach agreement within thirty (30) days, either party may submit the matters to binding arbitration.
- 18.03 a) When an employee is required by the Employer to perform the duties of a higher classification (as set out in Appendix "B") on an acting basis, he shall be paid at the rate of the higher classification from the time he commenced those duties.
- b) Where an employee is assigned by management to perform the duties of a lower classification he shall not have his rate reduced.
- 18.04 Payment shall be made every two weeks by cheque or directly to the employee's bank account (direct deposit) if the Employer agrees to offer that service.
- 18.05 The wage scales, as outlined in Appendix "B" in 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 wage adjustment in recognition of merit.

APPENDIX "B" RATES OF PAY

Classification 01/06/93

1 - Kitchen:

Chef de Partie	14.57
Assistant Chef de Partie	13.91
First Cook	12.58
Second Cook	11.38
First Assistant	10.25
Second Assistant	9.36
General Assistant	8.73

2 - Le Café:

Host/Hostess	9.08
Captain Server	8.29
Server	7.83
Busperson/Barperson	7.83

3 - Bars:

Intermission Barperson	8.03
Intermission Bartender	8.03
Service Bartender	11.80
Stool Bartender	10.94
Combination Bartender	11.89

4 - Banquets:

Captain	8.29
Bartender	7.79
Server	7.79
Busperson	7.79

5 - Stewards:

Buyer	13.00
Receiver	10.65
Warewasher	9.05
Laundry Attendant	8.92

6 - Checkroom:

Attendant	8.24
-----------	------

7 - Green Room:

Senior Attendant	9.44
Counter Attendant	7.76

The parties agree that in year three of the Agreement the matter of wages shall be reopened for bargaining purposes. However, this does not imply any commitment on the part of the Corporation to consider a position on wages other than their current position; that is a wage freeze.

**APPENDIX "C" RATES OF PAY FOR SEASONAL EMPLOYEES
IN LE CAFÉ**

Seasonal employees, except for the Host/Hostess, will be paid the Ontario's general minimum wages for liquor servers:

For 1994:	\$5.80/hr.
For 1995:	\$5.95/hr.

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 ci 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	1
First Cook	1
Second Cook	2

total	7

Stewards

Buyer	1
Receiver	1
Warewasher	3
Laundry Attendant	1

total	6

Le Café

Captain Server	1
Server	2
Busperson	1
Bartender	1

total	5

<u>Banquets</u>	
Captain	1
Server	1

total	2

<u>Green Room</u>	
Senior Attendant	1

Grand total	21

19.02 The following full-time positions (referred to as "Group B") will maintain all full-time benefits as long as the incumbent remains in his position. As soon as the incumbent transfers to another position, resigns or is laid-off permanently, the position will be abolished. 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>	
Chef de partie	1
Assistant Chef de partie	1
First Cook	1
First Assistant	1

total	4

<u>Stewards</u>	
Warewasher	1

<u>Le Café</u>		
Captain Server		1
Server		1
Bartender		1

	total	3
 <u>Banquets</u>		
Captain		1
Server		3

	total	4
 <u>Green Room</u>		
Counter Attendant		1

	Grand total	13

ARTICLE 20 - GRATUITY DISTRIBUTION IN THE BANQUET DEPARTMENT

The following method of distribution of gratuities shall be applied:

20.01 The total gratuities for each day shall be distributed as follows:

Management	20%
Kitchen/Stewards	10%
Servers	70%

20.02 Gratuities for Banquet Captains and Servers shall be divided with the Banquet Captains 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 The Union and the Banquet Department shall be provided with, twice monthly, a list which details the manner in which the gratuities from banquets have been divided amongst the bargaining unit employees for each function where gratuities were collected.

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.

21.02 Lay-off

- a) full-time employees who have rendered one (1) or more years of continuous service will be entitled to two (2) weeks pay for the first complete year of continuous service and one (1) week's pay for each additional complete year of continuous service with a maximum benefit of twenty-eight (28) weeks pay.
- 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.

two (2) months or less.

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 (1/2) of their weekly rate of pay on resignation by the number of completed years of continuous service to a maximum of twenty-six (26) weeks.

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) weeks' 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 days' advance notice of this Birthday).

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. However, if an employee who is not entitled to the holiday with pay works on that holiday he will be paid at one and one-half (1 1/2) times his hourly rate of pay for those hours worked.

- 22.03 Should a holiday fall on a day that is a non-working day for an employee, he will be allowed a holiday with pay on the working day immediately preceding or following the legal holiday, provided that he has earned such entitlement.
- 22.04 Should an employee be required to work on a holiday, which he is entitled to as a day of rest with pay, he will be paid for those hours worked at one and one-half (1 1/2) times his hourly pay rate in addition to his regular pay.
- 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 his earnings over the 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 to an employee who is on leave of absence without pay on either the working day immediately preceding or the working day following the holiday.
- 22.08 All time worked on Christmas Eve shall be paid at time and one-half (1 1/2).

ARTICLE 23 - ANNUAL VACATIONS

Full-time employees 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 in cases where employment is terminated;
- 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 1/4) days;

- 23.03 After completion of eight years (8) of service with the Corporation, vacation leave credits shall accrue at the rate of one and two-thirds (1 2/3) days for each month there is pay entitlement of at least ten (10) days;
- 23.04 Whenever a holiday, as described in Article 22 is included in a vacation period, such holiday shall not be deducted from earned vacation leave;
- 23.05 Vacation leave will be taken during the year in which it is earned. Under special circumstances the Executive Director or designate may authorize a carry over of up to one (1) year's entitlement.
- 23.06 Part-time and seasonal employees will be paid four percent (4%) of gross earnings as vacation pay in accordance with the Canada Labour Code.
- 23.07 Part-time employees will be paid six percent (6%) of gross earnings as vacation pay after six (6) years of continuous service.
- 23.08 Vacation pay entitlements for part-time and seasonal employees will be added to each pay cheque.
- 23.09 Vacation periods will be scheduled to suit the convenience of both the employee and Employer with due consideration given to workload and seniority of employees.

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 1/4) days for each calendar month during which

the employee was entitled to pay for at least ten (10) days;

- 24.02 earned benefits are to be used as a form 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 Worker's Compensation Board;
- 24.03 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 give the nature and the length of the sick leave period. The Employer must keep medical certificates and results of medical examinations confidential;
- 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 Restaurant Manager or his authorized representative **on** the first day at least three (3) hours prior to the normal reporting time of employee concerned, but no earlier than 09:00 hours.

ARTICLE 25 - MATERNITY LEAVE

- 25.01 Employees who become pregnant are entitled to leave without pay for the birth of a child, provided that they have completed six (6) months of continuous service with the Corporation and complies with the requirements described hereinafter.
- 25.02 Leave for 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.

- 25.03 Parental leave is a leave without pay for a total of ten (10) weeks (U.I. regulations) immediately following the completion of the maternity leave as set out in Article 25.02 above.
- 25.04 To apply for maternity leave, an employee shall provide to the Corporation 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 (i.e. premature delivery). Application for parental leave shall be made at the same time as maternity leave. The written notice shall include:
- a) an application for leave showing the anticipated dates leave is to commence and is to expire,
 - b) a certificate from a qualified medical practitioner certifying that she is pregnant, and specifying the date scheduled for termination of her pregnancy.
- 25.05 Upon resumption of employment at the time her leave expires, according to Article 25.02, an employee shall be reinstated by the Corporation in the position occupied by her at the commencement of such leave, or in a comparable position with not less than the same wages and benefits.
- 25.06 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 employees 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 according to Article 25.02 and 25.03, 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:

- 26.01 Employee's Wedding
Three (3) consecutive working days (Supervisor must be notified at least two (2) weeks in advance);
- 26.02 Birth of a Child
Father allowed absence of one (1) day;
- 26.03 Bereavement Leave
Three (3) consecutive days terminating on day of funeral and/or burial service and, when reasonable and required, additional time for travelling to and from place of service. In this context, an immediate relative is considered to be the employee's spouse, Mother, Father, Grand Mother, Grand Father, Common Law Spouse, brother, sister, child of either the employee or spouse;
- 26.04 The appropriate Departmental Manager or his designated representative, shall have the right to withhold approval of an application for Special Leave until evidence, satisfactory to him, is submitted in support of such application.
- 26.05 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.
- 26.06 All requests for leave of absence without pay **shall be in** writing to the Employer and must state the time required.
- 26.07 Illness of a child: three (3) days leave per year without pay for illness of a child.

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 contribute the amount of fifteen cents (15) for each hour paid to each full-time and part-time employee who has completed his probationary period and to remit this amount to the Union on a monthly basis, following agreement and signature on a Letter of Understanding between the parties as to the disposition and trusteeship of the funds. In any case, the Union shall never use any portion of such funds towards support or assistance in any strike, arbitration or other dispute with Management.

ARTICLE 29 - MEALS AND EMPLOYEES' AREAS

29.01 a) The Corporation shall provide each full-time employee, (who has completed three (3) months of service with the Corporation) one free meal during each shift at no cost to the employee. There shall be a half-hour meal period on the employee's own time.

b) Part-time employees (who have completed three (3) months of service), employed for four (4) hours or more, shall be provided with a free meal and will be assigned a half-hour (1/2) meal period on their own time.

Note: Current employees with less than three (3) months at the date of signing, who have received the benefit, shall continue to receive free meals.

29.02 All employees, when required to work overtime of at least two (2) hours after the completion of an eight (8) hour shift shall be provided with a further free meal and will be assigned a further half-hour (1/2) meal period.

- 29.03 All employees shall be assigned a ten (10) minute coffee break 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 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

If an employee(s) has (have) any complaint which he wishes to discuss with the Corporation he shall take the matter up with his department head and may be accompanied by his shop steward if he requests such assistance.

If the complaint is not settled to the satisfaction of the employee concerned within twenty-four (24) hours from the meeting with the department head or within any longer period agreed to at the time of the meeting, then the following steps of the grievance procedure may be invoked in order.

Step No. 2

Failing a satisfactory settlement in step **No. 1**, the employee may then submit the matter as a formal written grievance to the Executive Director or **his/her** designate, setting out the Articles of the Agreement allegedly violated.

The Executive Director or **his/her** designate shall thereafter meet with the grievor and the Union within ten (10) working days from receipt of the grievance.

The Executive Director or **his/her** designate shall have seventy-two (72) hours from the date of this meeting to provide a written statement of **his/her** response to the grievance. Said response shall be forwarded to the Union. Should the response be unsatisfactory to the Union, then the matter may be referred to arbitration.

30.03 Union grievance
Step No. 1

Union grievances of a general nature, involving a majority of employees in any one or all of the departments covered **by** this Collective Agreement may be submitted by the Union in writing to the appropriate Departmental Manager or his authorized representative within thirty (30) days of the occurrence of the event upon which the grievance is based except where improper payroll calculations are discovered. Upon receipt of the written grievance the Manager or his representative shall arrange to meet with representative(s) of the Union to seek settlement of the grievance. Either party may request the presence of the International Representative at such **meeting(s)**.

Step No. 2

.Failing satisfactory settlement under Step No. 1 within five (5) days, the Union may submit the grievance to the Executive Director or his/her authorized representative who may meet with Union representatives and with the employee(s) and any other persons involved.

Failing a satisfactory settlement under Step No. 2 within five (5) days, the Union may refer the grievance to Arbitration as hereinafter set out.

30.04 Management Grievance
Step No. 1

The Corporation may submit a grievance in writing to the Union within thirty (30) days of the occurrence of the event upon which the grievance is based; and an Officer or Officers of the Union and any employee or other persons involved, if so requested by either party, shall meet with the appropriate Departmental Manager or his authorized representative to seek settlement of the grievance.

Step No. 2

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

- 30.05 The parties agree that the time limits outlined herein may be extended by mutual agreement of the parties in writing.
- 30.06 If a grievance is not processed within the time limits set forth above, the grievance shall automatically proceed to the next step of the grievance procedure.

ARTICLE 31 - ARBITRATION

- 31.01 The Union or the Employer 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 within fifteen (15) days of the date on which the Executive Director'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.
- 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.
- 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 Should any part hereof or any provisions herein contained be rendered and declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.

ARTICLE 34 - DURATION, MODIFICATIONS AND RENEWAL

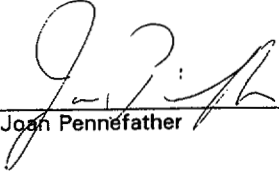
34.01 The general conditions of this Agreement at the Corporation's operations in the National Arts Centre, in Ottawa, shall be in effect and binding upon the signatories representing both parties, their successors and assignees for a period from the first (1) day of June 1993 until the thirty-first (31) day of May 1996, and shall be continued 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 AT OTTAWA THIS 12th day of February 1995.

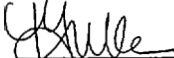
NATIONAL ARTS CENTRE
CORPORATION

HOSPITALITY AND SERVICE
TRADES UNION, LOCAL 261



Joan Pennefather



Frank Grella

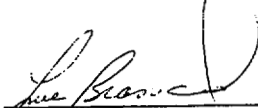

Richard Lussier


Karen Grella


Ashok Dhawan


Michel Dagenais


Kurt Waldele


Luc Brassard

Be, ard neste


Gerald Sauvé

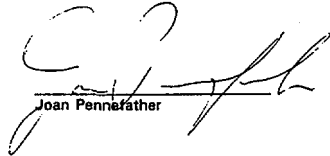
LETTER OF UNDERSTANDING #1

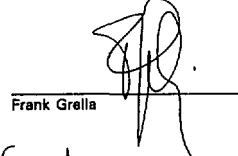
- A) When an employee faces a situation whereby, over two work weeks, he works more than ten (10) consecutive days in a row, the Employer will give the employee the option to work the consecutive days or take a day off (the day off shall be scheduled by the Employer subject to the employee's right to 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 days of work.
- 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 if all employees advise they are not available.

Signed at Ottawa this 12th day of February 1995.

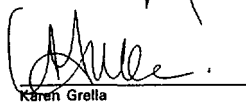
NATIONAL ARTS CENTRE
CORPORATION

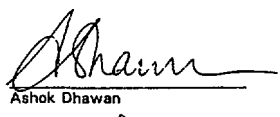
HOSPITALITY AND SERVICE TRADES
UNION, LOCAL 261

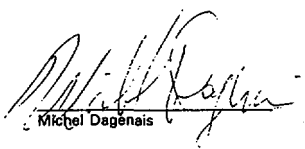

Joan Pennefather

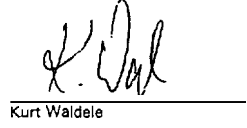

Frank Grella

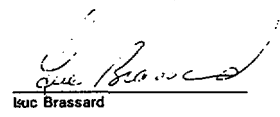

Richard Lussier


Karen Grella

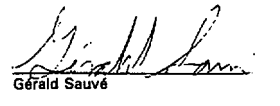

Ashok Dhawan


Michel Dagenais


Kurt Waldele


Luc Brassard


Bernard Gereste


Gérald Sauvé

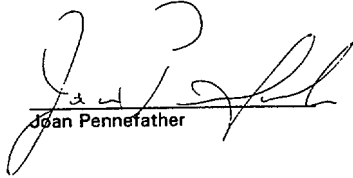
LETTER OF UNDERSTANDING #2

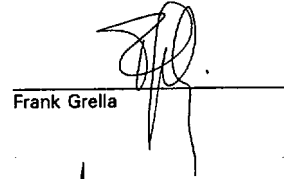
The parties hereby agree, without prejudice to their future positions in bargaining, that any full-time employees during the life of this Agreement who complete eighteen (18) years of service shall earn 2 1/12 days for each month there is pay entitlement of at least ten (10) days. This benefit shall be exclusive for the period of this Agreement and shall not continue with the next Agreement except by mutual consent of the parties.

Signed at Ottawa this 12th day of February 1995.

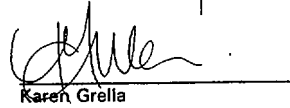
NATIONAL ARTS CENTRE
CORPORATION

HOSPITALITY AND SERVICE TRADES
UNION, LOCAL 261

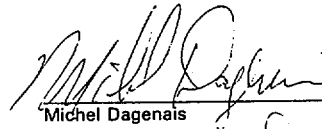

Joan Pennefather

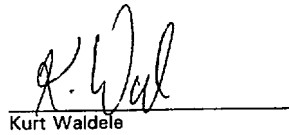

Frank Grella

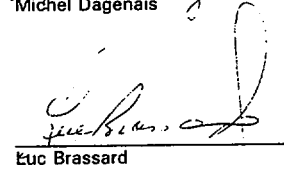

Richard Lussier

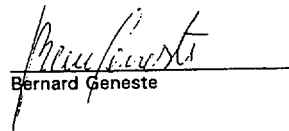

Karen Grella


Ashok Dhawan


Michel Dagenais


Kurt Waldele


Luc Brassard


Bernard Geneste


Gérald Sauvé

LETTER OF AGREEMENT

The parties have agreed to establish a joint committee to study and recommend a new system of calculating seniority, based on the actual time worked (hours, days, months, years), for part-time and full-time employees.

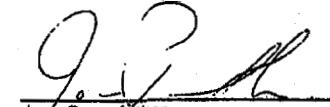
Representation at such meetings will be limited to four (4) representatives of the Corporation and four (4) representatives of the Union.

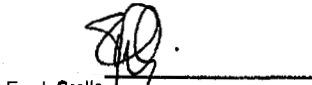
To assist them in the achievement of their mandate, the representatives may elect to add one or several technical advisors to the committee. The committee shall give its final report to both parties by June 30, 1996, at the latest. The time limit may be extended by mutual consent of the parties.


Signed at Ottawa this 12th day of February 1995.

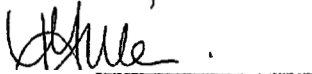
NATIONAL ARTS CENTRE
CORPORATION

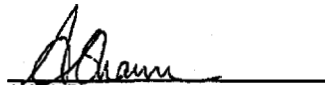
HOSPITALITY AND SERVICE
TRADES UNION, LOCAL 281


Joan Pennafather


Frank Grella

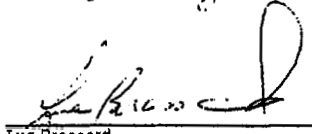

Richard Lussier

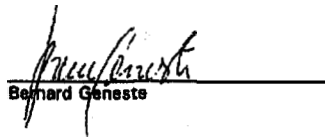

Karen Grella

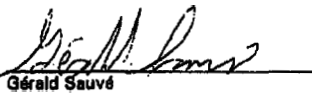

Ashok Dhawan


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