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NATIONALARTS CENTRE

COLLECTIVE AGREEMENT

BETWEEN

THE NATIONALARTS CENTRE CORPORATION

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

**LOCAL 70291 - PROPERTY MANAGEMENT
AND PARKING SERVICES EMPLOYEES**

JANUARY 1st 1997 to DECEMBER 31, 1998

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THIS COLLECTIVE AGREEMENT made in duplicate in the *City* of Ottawa, Regional Municipality of Ottawa-Carleton, Province of Ontario, this 25th day of November in the Year 1997.

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

- and - **THE PUBLIC SERVICE ALLIANCE OF CANADA**

- for the - Property Management and Parking Services Unit.

ARTICLE 1 - THE PURPOSE OF AGREEMENT

- 1.01** The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships ~~between~~ the Corporation, the employees and the Alliance, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement and to ensure that all **reasonable** measures are provided for the safety and occupational health of the employees.
- 1.02** The parties of this Agreement share a desire to improve the **quality** of services rendered by the Corporation and to increase the productivity of the employees to the end that the **people** of Canada will be well and **efficiently** served. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.
- 1.03** The Centre is subject to the provisions of the Canada Labour Code.

ARTICLE 2 - INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- a) 'Alliance*' means ~~the~~ Public Service Alliance of Canada;
- b) 'Bargaining unit' means the employees of the employer as **described** in Clause 4.01;
- c) a "Common-Law spouse/partner" relationship is said to exist when, for a continuous **period** of at least one year, an employee has lived with a person of the **same** or opposite sex, publicly **represented** that person to be his/her spouse/partner and continues to live with that person as if that person was his/her spouse/partner;
- d) 'Compensatory leave" means leave with pay in lieu of cash payment, The duration ~~of~~ such leave will be equal to the time worked multiplied by the **applicable** rate of pay. The rate of pay to which an employee is **entitled** during such leave shall be the employee's hourly rate of pay on the working day immediately prior to the day on which leave is taken;
- e) "Continuing employee" means an employee engaged for an indefinite period of time which is expected to extend beyond a period of six (6) months;
- f) continuous service (for the purpose of computing Superannuation. Severance Pay) includes prior service with the Federal Public Service. Canadian Armed **Forces**. **Crown** Corporations and Agencies (provided such service was rendered within one month prior to appointment with the Corporation), service with the Corporation. including leave ~~of~~ absence with pay. and unpaid leave not exceeding thirty (30) days;
- g) "Corporation" means the National Arts Centre Corporation;

- h) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
- i) "day of rest" in relation to an employee means a day other than a designated paid holiday on which that employee is not ordinarily required to perform job duties other than by reason of being on leave or absent from duty without permission;
- j) "designated paid holiday" means the twenty-four hour period commencing at 00:00 hrs of a day designated as a paid holiday in this Agreement;
- k) "double time" means two (2) times the straight-time rate;
- l) "emergency" means a sudden state of danger, or a condition needing immediate treatment;
- m) "Employee" means a person who is a member of the bargaining unit;
- n) "Employer" means the National Arts Centre Corporation and includes any person delegated to exercise the authority of the National Arts Centre Corporation;
- o) "fiscal year" means the period of time from September 1st in one year to August 31st inclusive in the following year;
- p) "hourly rate of pay" for a Property Management employee means the weekly rate of pay divided by forty;
- q) "lay-off" means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function;
- r) "leave" means permission to be absent from duty;

- s) "part-time employee" means an employee who is scheduled to work on a regular basis fewer hours than a full-time employee;
- t) service (for purposes of Article 20 -Vacation Leave) includes: prior service with the Federal Public Service, Canadian Armed Forces, Crown Corporations or Agencies, service at the Corporation, including leave of absence with pay and unpaid leave not exceeding thirty (30) days, subject to provision of acceptable documentary evidence;
- u) "straight-time rate" means the hourly rate of pay;
- v) "temporary employee" means an employee who is engaged for a limited period not to exceed six (6) months unless to replace an employee on long-term leave of absence or unless an extension has been agreed to by the Alliance. A temporary employee shall receive the same benefits as a part-time employee. except on completion of a six month engagement of full-time employment; the temporary employee that continues to work on a full-time basis shall receive benefits as described in Articles 20, 21, 22.01 and 32. No work in the bargaining unit shall be performed by an employee on an occasional basis.
- w) "time and one-half" means one and one-half (1 1/2) times the straight-time rate;
- x) "weekly rate of pay" for a Property Management employee means the hourly rate of pay multiplied by 40 or the annual rate of pay divided by 52.176.

ARTICLE 3 -APPLICATION

- 3.01 The provisions of this Agreement apply to the Alliance, the employees, and the Employer,

- 3.02 The parties have agreed to **avoid** references to specific gender in **clauses** which could apply to both genders by using the plural to replace the singular, masculine or feminine. Therefore, the plural shall be considered as the singular where the context of the Party or parties hereto so require.
- 3.03 Both the English and French texts of this Agreement shall be official.
- 3.04 The Employer agrees to provide each employee with a copy of the Collective Agreement in the official language of his choice within ten (10) weeks of the signing of the Agreement. The Employer agrees to provide to new employees a ~~copy~~ of the Collective Agreement in the **official** language of their choice within the first two (2) weeks of their employment.

The Employer agrees to provide to the Alliance twenty-five (25) extra copies of the Collective Agreement within ten (10) weeks of the signing of the Agreement.

3.05 Bargaining Unit Work

- a) No person shall perform duties normally done on a regular basis by an employee of the bargaining unit.
- b) Managers shall not perform jobs in the bargaining unit except in case of an emergency or for the purpose of training an employee.

ARTICLE 4 - RECOGNITION

- 4.01 The Employer **recognizes** the Alliance as the sole and exclusive bargaining agent for a group of employees described in the certificate issued by the Canada Labour Relations Board on the 23rd of November 1983, as: "all employees of the Property Management Department and Parking Services, excluding office staff, draftspersons. Supervisor General Maintenance Services.

Property Management Foreman, Project Coordinator. Evening Manager Parking Services, Night Manager Parking Services. Assistant and Assistant to Property Management Director, and those above".

- 4.02 All general correspondence between the parties, except for matters directly related to negotiations, shall be between the Employer and the President of the National Component Local No. 70291.

ARTICLE 5 - ALLIANCE ACTIVITY, STEWARDS AND COMMITTEE

- 5.01 It is agreed that there shall be no discrimination by the Corporation against any employees because of their affiliation with the Alliance. It is further agreed that there shall be no solicitation of members or other Alliance activity during working hours except as provided in this Agreement.
- 5.02 The Employer may, at its discretion and upon receipt of a written request, provide the employees with a meeting space for matters directly relating to their employment.
- 5.03 The Employer agrees to provide Local No. 70291 with a locale on its premises in a convenient location.
- 5.04 The Alliance may choose three (3) stewards, one from each of the General Maintenance, General Trades and Parking Services staffs, to assist in processing grievances as outlined under the Grievance Procedure, and to otherwise represent the Alliance. A designated alternate steward may act on behalf of a steward who is absent.
- 5.05 a) The Corporation shall recognize a bargaining committee of not more than five (5) persons, two (2) of whom shall be representatives from the Alliance's office and three (3) of whom shall be employees (one (1) from General Maintenance, one (1) from General Trades and one (1) from Parking Services).

- b) The Alliance shall recognize a bargaining committee of not more than ~~five~~ (5) Corporation representatives.
- c) Each side may have consultants and observers present during bargaining.
- d) The employees involved shall participate on their **own** time and compensation for such time may be granted at the discretion of the Employer.

5.06 The Corporation shall be notified on the signing of the Agreement and subsequently every three (3) months in writing by the proper officials of the Alliance of the names of the Executive, the stewards, and the designated alternate stewards. The Alliance shall notify the Corporation of the members of the bargaining committee upon giving notice to bargain.

5.07 If it is necessary to leave their place of work to investigate complaints of an urgent nature or to attend meetings, or grievance hearings with the Employer to represent the Alliance. local elected officials shall obtain the permission of their director, or such person as the director has designated, before leaving and report back upon returning. The Corporation agrees to allow reasonable time for such purpose.

ARTICLE 6 • MANAGEMENT RIGHTS

6.01 All the functions, rights, powers and authorities which the Corporation has not specifically abridged, deleted or modified by this Agreement are recognized by the Alliance as being retained by the Corporation.

6.02 The Alliance recognizes that the management of the National Arts Centre, the control of its properties and the maintenance of order on its premises, are solely the responsibility of the Centre.

- 6.03** The Corporation shall not exercise its rights to direct the working forces in a discriminatory manner. Nor shall those rights be used in a manner which would deprive present employees of their employment, unless through just cause.
- 6.04** There shall be no organized Alliance activity on Corporation premises without the written authority of the responsible Director of Human Resources. Such permission shall not be unreasonably denied.

ARTICLE 7 - CHECK-OFF

- 7.01** All employees within the bargaining unit shall be required to pay to the Alliance, through payroll deduction, a sum of money equivalent to the membership dues of the Union. The foregoing will not apply to employees who satisfy the Employer to the extent that they declare in an affidavit that they are members of a religious organization registered pursuant to the Income Tax Act, whose doctrine prevents them, as a matter of conscience, from making financial contributions to an employee organization and that they will make contributions to a charitable organization equal to dues, provided that the affidavit submitted by the employee shows the registered number of the religious organization and it is countersigned by an official representative of the religious organization involved.
- 7.02** The Corporation shall remit monthly to the Alliance the sums deducted in accordance with Article 7.01 and two (2) copies of a written statement showing the names of the employees from whom the deductions were made and the amount of each deduction, plus the Alliance membership number.
- 7.03** A form authorizing the Corporation to deduct Alliance dues from wages will be signed by all employees. A copy of each signed form will be forwarded to the Alliance on the following deduction date. A copy of said form is attached as Appendix "B".

- 7.04 All employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Alliance according to the Constitution and By Laws of the Alliance and shall be so informed by the Employer upon commencement of employment.

ARTICLE 8 - NO CESSATION OF WORK

- 8.01 In view of the orderly procedure for the settlement of complaints and grievances as established herein, the Employer shall not close the place of employment, suspend work or refuse to continue to employ a number of employees in order to compel its employees or to aid another employer to compel its employees to agree to terms and conditions of employment and the Alliance agrees that there shall be no cessation of work or refusal to work or continue to work by the employees in combination or in concert or in accordance with a common understanding nor shall there be any slow down of work or other concerted activity on the part of the employees in relation to their work that is designed to restrict or limit output during the period in which this Agreement is in force.

ARTICLE 9 - GRIEVANCE PROCEDURE

General

- 9.01 A grievance shall not be deemed to be invalid by reason only that it is not in accordance with the bilingual *form* supplied by the Employer.
- 9.02 a) The time limits presented in this Article may be extended by mutual consent of the parties. Such requests and responses shall be confirmed in writing.
- b) Any grievance, for which a written response has not been given by the Employer within the time limits, may be processed in writing to the next stage, within the time limits stipulated for filing to the next stage.

- 9.03** A grievance may be presented by employees on their **own** behalf or on behalf of themselves and one or more other employees.
- 9.04**
- a) All grievances for employees in the Parking Services area shall be **submitted** to the Parking Services Director or **designate** at each stage of the grievance procedure.
 - b) All grievances for employees in the Property Management area shall **be** submitted to the Property Management Director or designate at each stage of the grievance procedure.
 - c) The designated manager shall be responsible **for** forwarding the grievance to **the** appropriate Employer's representative authorized to deal **with the** grievances as well as for providing the grievor, the Local President and the Steward, if applicable, with a dated and signed copy **of** the grievance.
- 9.05** For the purpose of this **Article**, days shall exclude Saturdays, Sundays and designated holidays.

Grievances

- 9.06** The parties recognize the value of informal discussions between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When an employee, within the time limits prescribed in stage 1, gives notice that he wishes to take advantage of this **clause**, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

Employees who feel themselves to be aggrieved by the interpretation of alleged violation of the provisions of this Agreement, shall have the right to present a **formal** written grievance in keeping with the following procedure:

Complaints

Employees shall have the right to discuss with and settle through the Supervisor concerned any **complaints** they may have.

Stage 1

Employees will have fifteen (15) days in which to submit a grievance from the day on which they first **became** aware of the action or circumstances giving rise to the grievance.

Employees shall state the precise nature of ~~the~~ the grievance, the **Article(s)** of the Collective Agreement of which the interpretation is in dispute or which is alleged to have been violated, and the redress sought. The Parking Services Director, or designate, shall be the Employer's representative authorized to deal with Parking Services grievances at Stage 1. The Director of Property Management, or designate, shall be the Employer's representative **authorized** to deal with **General Trades** and General Maintenance grievances at Stage 1. The designated Director shall forward a written reply to the grievance by hand ~~or~~ by registered mail, with a copy to the Steward, the President of the **Local** and the National Component of the Alliance within ten (10) days of the receipt of the grievance.

The designated Director may request to the grievor that a meeting take place to discuss the grievance. In such cases a meeting shall be scheduled within a period of ten (10) days of the receipt of the grievance. The time limits for the reply will commence on the day that the meeting is held. Employees may, if they so desire, be assisted or represented by the Alliance.

Stage 2

Failing a satisfactory settlement at Stage 1, employees will have ~~twelve~~ (12) days in which to submit grievances to Stage 2 from the date on which ~~the~~ reply at Stage 1 was ~~delivered~~ or ~~postmarked~~ by registered mail or ~~was~~ due, provided that the support of and representation by the Alliance has been ~~obtained~~. The Director General, or designate, shall ~~be~~ the Employer's representative authorized to deal with grievances at Stage 2.

The Director General, or designate, shall schedule a hearing within the prescribed time limits, and the hearing shall ~~be~~ scheduled within a period ~~of~~ nine (9) days following receipt ~~of~~ the submission to Stage 2. The time limits for ~~the~~ written reply at Stage 2 will only commence from the day that the hearing is held. The Director General or designate shall ~~forward~~ a written reply, by hand or by registered mail, with a copy to the steward, the President of the ~~local~~ and the National Component of ~~the~~ Alliance, within nine (9) days of ~~the~~ hearing at Stage 2.

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

- a) Presentation ~~of the~~ grievance shall begin at Stage 2, and within ~~fifteen~~ (15) days from the date of discharge.
- b) The nine (9) days time limit within which the Director General, or designate, is to reply is extended to fifteen (15) days.

9.08 The requirement for a hearing may ~~be~~ waived by mutual consent of the parties and in such a case the time limit for the reply of the representative ~~of the~~ Employer authorized to deal with a grievance at that step shall commence on the date ~~the~~ hearing was waived in writing.

9.09 Where the parties agree that the nature of a grievance is such that a decision cannot be given below a particular level of authority, Stage 1 may be eliminated.

ARTICLE 10 - ARBITRATION

- 10.01** Where a difference arises between the parties relating to the adjustment of a grievance, the Alliance or the Corporation may, after exhausting the grievance procedure established in Article 9, notify the other party in writing of its intention to refer the matter to arbitration, within fifteen (15) days of the date on which the Director General's reply at Stage 2 postmarked by registered mail to the employee or was due to the employee. Such notifications shall contain details of the matter at issue, the specific Articles violated, if applicable, and the redress requested.
- 10.02** Within ten (10) days of the date of delivery of the foregoing notice, the parties shall attempt to agree to the appointment of an Arbitrator.
- 10.03** Should the parties fail to agree on the selection of an Arbitrator within the ten (10) days prescribed in Clause 10.02, the party requesting arbitration shall ask the Federal Minister of Labour to appoint one.
- 10.04** The Arbitrator shall hear and determine the difference and shall make every reasonable effort to issue a decision within thirty (30) days of appointment. The decision shall be final and binding upon the parties and any employee affected by it.
- 10.05** The Arbitrator shall have no power to alter, add to, subtract from, amend, modify, or substitute any part of this Agreement.
- 10.06** The fee and expenses of an Arbitrator shall be borne equally by the parties.

10.07 The time limits stipulated in this Article may be extended by mutual consent of the parties.

10.08 For the purpose of this Article days shall exclude Saturdays, Sundays and designated holidays.

ARTICLE 11 -DISCIPLINE

11.01 In order of severity, the types of disciplinary action are:

- a) Oral reprimand
- b) Written reprimand
- c) Suspension
- d) Dismissal.

11.02 The Corporation at its discretion may discipline an employee for just cause.

11.03 Except in the case of an oral reprimand, the Corporation shall provide employees with a written record of any disciplinary action taken by the Corporation against them and such written record shall include the reason(s) for the disciplinary action. A copy of the letter shall be provided to the local president and the designated steward.

11.04 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after eighteen (18) months have elapsed since the disciplinary action was taken provided no further disciplinary action has been recorded during this period.

11.05 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, at their request, a representative of the Alliance attend the meeting.

11.06 The Employer agrees not to introduce in evidence, in a hearing relating to disciplinary action, any document from the file of an employee of which the employee was not aware at the time of filing or within a reasonable time later and which the employee has not had the opportunity to examine before the hearing.

ARTICLE 12 • LAY-OFF AND RECALL

12.01 The Corporation shall make every **reasonable** effort **not to** lay-off employees during the term of this Agreement. However, in the event that a lay-off of employees **becomes** necessary, the lay-off shall be **carried out** in such a manner as to maintain an efficient work force.

- 12.02
- a) Employees shall be **laid-off** in the reverse order of seniority within a work discipline area provided that the employees retained to perform the work available are qualified and capable to perform that work.
 - b) Recall after lay-off shall be in order of seniority within a work discipline area provided the employee to be recalled is qualified and capable to perform the work available.
 - c) The Corporation shall give employees who are to be **laid-off** as much advance notice as possible and in no case less than six (6) weeks or payment in lieu of six (6) **weeks'** notice.
 - d) During the period of notice, employees shall **be** granted reasonable time off with pay to seek other employment and the Corporation will make all reasonable effort to place the employees in other positions within the Corporation.
 - e) Employees concerned shall **be** considered on a **priority** basis, for any new or vacant positions, if qualified.
 - f) If an employee is laid-off and is not recalled to work within one (1) year that employee ceases to **be** an employee.

12.03 The Corporation agrees to consult with the Alliance prior to effecting a lay-off for the purposes of **trying** to minimize the adverse effects on employees.

ARTICLE 13 - TECHNOLOGICAL CHANGE

13.01 "technological change" means:

- a) **the** introduction by **the** Corporation into its work, undertaking or business, of equipment or material **of** a different nature or kind than that previously utilized by the Corporation in the operation of the work, undertaking or business; and
- b) a change in the manner in which **the** Corporation carries on *the* work, undertaking or business that is directly related to **the** introduction of that **equipment** or material.

13.02 When **the** Corporation proposes to effect a technological change that is likely to affect the terms and conditions or **security** of employment of a significant number of employees, the Corporation shall give notice of the technological change to the Alliance at least one hundred and twenty (120) days prior to the date on which **the** change is to be effected.

13.03 The notice shall be in **writing** and shall state:

- a) the nature of the technological change;
- b) the date on which the Corporation proposes to effect the technological change;
- c) the approximate number and type of employees likely to be affected by the technological change;
- d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected; and

- e) such other information as required by federal regulations made pursuant to Subsection 52(3) of the Canada Labour Code.
- 13.04** The Corporation agrees to update the information provided as new and significant developments and modifications arise.
- 13.05** If after the Corporation has given notice to the Alliance of a technological change the Alliance indicates in writing that it wishes to consult with the Corporation for the purpose of trying to minimize the adverse effects on the employees, the Corporation agrees to meet within fifteen (15) working days of the receipt of such notice.
- 13.06** a) In order to maximize employment security for employees affected by technological change the Corporation agrees to consult with the Public Service Alliance of Canada and the employees involved.
- b) The parties shall consider individual programmes, determining the period of training and the level of competency required, for retraining employees for their jobs or other jobs within the Corporation.
- c) Employees who agree to a retraining programme shall retain their full pay and seniority during the retraining period.

ARTICLE 14 - SENIORITY

- 14 01** Full-time continuing employees shall acquire or be entitled to exercise seniority rights from commencement of employment at the Corporation as a full-time employee
- 14 02** Part-time employees shall acquire or be entitled to exercise seniority rights after they have worked two hundred (200) hours for the Corporation after which seniority shall count from the starting date of such period

- 14.03** Full-time continuing employees who are appointed to ~~the~~ Corporation or who are promoted within the bargaining unit shall ~~be~~ on probation for a period of:
- a) six (6) months if ~~the~~ appointment or promotion is to a ~~classification~~ requiring shift work in the Property Management Section.
 - b) three (3) months for all other appointments ~~or~~ promotions. The Corporation may extend the probationary period for an additional one month period.
- 14.04** Employees who are appointed or promoted to part-time positions within the bargaining unit shall ~~be~~ on probation for a period of two hundred (200) hours. The Corporation may extend this probation period ~~by~~ an additional one hundred (100) hours.
- 14.05** If, after being appointed to a position ~~by~~ the Employer, promoted as a result ~~of~~ a competition or having requested a position at a lower level, employees are rejected during the probation period, they shall ~~be~~ returned to their original position.
- 14.06** Seniority rights of an employee shall ~~cease~~ when the employee:
- a) resigns;
 - b) is discharged and not reinstated in his position through the grievance or ~~arbitration~~ procedures;
 - c) abandons his/her position as set out in Article 26;
 - d) is ~~laid-off~~ and not recalled within a twelve (12) month period;
 - e) is called back to work within twelve (12) months, but fails to report to work within five (5) calendar days of the date of recall, which will ~~be confirmed~~ in writing and given to the employee concerned in the prescribed delay.

14.07 The employee retains and accumulates seniority rights if:

- a) he is absent due to illness or accident for a period less than twenty-four **(24)** months;
- b) he is absent on leave authorized by the present Collective Agreement.

14.08 The employee retains but does not **accumulate** seniority rights:

- a) during the **laid-off** period, if he is recalled to work within twelve (12) months;
- b) during the period starting the **twenty-fifth** (25th) month of an absence due to illness or accident. However, an employee who returns to work after the twenty-fourth (24th) month of absence due to illness or accident, can return only to a vacant position for which he has the required competence and if he is **capable** to accomplish the duties of that position.

14.09 The Employer shall maintain seniority lists showing the date upon which each employee's service commenced at the Corporation. Up-to-date seniority lists shall be sent to the Alliance and posted on the General Trades, General Maintenance, and Parking Services bulletin boards once per year.

ARTICLE 15 - HOURS OF WORK

15.01 For the purposes of this Article:

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

15.02 Rest Periods and Meal Breaks

- a) Full-time employees shall be granted a paid rest break of fifteen (15) consecutive minutes in each of the first and the **second** halves of a shift. Where necessary due to operational requirements, employees will take their breaks at their work station. Every reasonable effort will be made to provide the rest break close to the mid-point of the **half-shift**.
- b) Employees shall be allowed a minimum of **one-half (1/2)** hour without pay for a lunch break except that employees who are required to remain on the Corporation's premises and to be readily available for work during their lunch break shall receive a paid lunch break of at **least** thirty (30) minutes.
- c) The Employer shall make every reasonable effort to schedule meal periods towards the **mid-point** of the shift.
- d) Rest periods and meal breaks which are superseded by a meeting called by the Employer shall be taken prior to or after the meeting.
- e) **Part-time** employees will be entitled to a paid fifteen (15) minute rest break for every four (4) consecutive hours of work.

15.03 Scheduling

- a) With the exception of 15.03 b) and 15.04 (2) c) (iii), the Employer shall make every reasonable effort not to schedule the commencement of a **shift** within fifteen and one-half (15 1/2) hours of the completion of the employee's previous shift.
- b) Employees who are working twelve (12) hour **shifts** may be scheduled to start such a shift not less than twelve (12) hours after the completion of the employee's previous shift.

- c) No eight (8) hour shift shall be spread over a period that is longer than eight and one-half (8 1/2) hours.
- d) Employees may exchange shifts within their classification if there is no increase in cost to the Employer and provided that as a result, an employee does not work two consecutive twelve (12) hour shifts.
- e) Seniority shall be used for determining preference or priority for the selection of a work schedule when a vacant position is sought by two (2) or more employees of the same classification as the position.

15.04 Property Management Department

(1) General Maintenance Workers

- a) i) The normal scheduled work week for full-time employees will be forty (40) hours per week. Effective April 1, 1988, the hours of work for this group will be forty (40) hours per week, from Monday to Friday **inclusively**. Employees hired after April 1, 1988 shall be excluded *from the* provisions of this clause.
- ii) Temporary and part-time employees shall be scheduled as required.
- b) Employees' schedules shall be posted on Thursday prior to the start of the schedule.
- c) Changes to the manner of scheduling shall be by mutual consent of the Alliance and the Corporation. (**See** Appendix "C" for a sample schedule).

- d) i) **Notwithstanding** Clause 15.04 (1) c) the Employer may, in the case of an emergency, change this schedule temporarily for the employees required for the duration of the emergency.
- ii) Emergency will include work which is not usually done during normal scheduled hours (e.g.. stripping floors, shampooing rugs. etc.).

(2) General Tradespersons

- a) i) Except for Control Board Attendants and Electricians, the normal work week for General Tradespersons shall consist of five (5) days from Monday to Friday inclusive for a total of forty (40) hours per week.
- ii) Except for Control Board Attendants and Electricians, the normal work day for General Tradespersons shall not commence before 07h30 nor finish later than 16h00.

b) Control Board Attendants

- i) Daily hours of work and days of rest for present Control Board Attendants shall continue to be scheduled in the same manner as was in effect prior to the signing of this Agreement. Change to the manner of scheduling shall be by mutual consent between the Alliance and the Corporation (See Appendix "D" for a sample schedule).
- ii) The twelve (12) hour shifts for Control Board Attendants shall be restricted to the weekends unless there is mutual agreement between the employee(s) and the Corporation.

- iii) Notwithstanding clause 15.04 (2) b) i), the Employer may in the **case** of an emergency change the schedule temporarily for the **employee(s)** required for the duration of the emergency.
 - iv) Control Board Attendants shall not have their days of rest changed.
 - v) The **work** schedule for Control Board Attendants shall be posted one (1) year in advance and at six (6) months intervals.
- c) Electricians
- i) The daily hours of **work** for electricians shall be scheduled so that they **work** an average of forty (40) hours per **week** over a four (4) **week** period. Changes to the manner of scheduling shall be by mutual consent of the Alliance and the Corporation. (See Appendix " E for a sample schedule).
 - ii) No electrician employed as of April 1, 1988 shall be assigned a midnight to 08:00 shift except during a shut down. Such shift shall be compensated at the applicable overtime rates.

The institution of such a shift shall not affect other employees employed at the date of signing.
 - iii) **Notwithstanding** clause 15.04 (2) c) i), the Employer may, in the case of an emergency, change this schedule temporarily for the employees required for the duration of the emergency.

- iv) **The Employer shall also be allowed to change the schedule when:**
- 1) **employees are to be absent for more than two (2) days of a week when they are working the evening shift;**
 - 2) **no performance is to take place provided that the schedule is not changed more than once in a week and forty-eight (48) hours notice is given of the change.**
- v) **The work schedule for Electricians shall be posted one (1) year in advance at six (6) month intervals.**

15.05 Parking Services

- a) **Hours of work shall be scheduled so that continuing full-time employees:**
- i) **Work eight (8) hours per day within a period of eight and one-half (8 1/2) consecutive hours, exclusive of a one-half (1/2) hour lunch period without pay.**
 - ii) **Work forty (40) hours and five (5) consecutive days per week, from Monday to Friday inclusively.**
 - iii) **Obtain days of rest which are consecutive and not less than two (2).**

b) The standard shift schedules shall be such that the:

- i) day shift starts between 07:00 and 08:00;
- ii) afternoon shift starts between 15:00 and 16:00;
- iii) night shift starts at 23:30 or 23:45;

and ends eight and one-half (8 1/2) hours later.

c) The Employer shall set up a master work schedule for continuing full-time employees for a minimum twenty-eight (28) day period, posted fourteen (14) days in advance, which will cover the normal requirements of the operation for continuing full-time employees. A work schedule for part-time employees will be posted by 12:00 on the Thursday preceding a new work week.

d) Continuing full-time employees who are required to change their scheduled shift without receiving at least seven (7) days' notice in advance of the starting time of such change in their scheduled shift, shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1 1/2). Subsequent shifts worked on the revised schedule shall be paid for at straight-time, subject to the overtime provisions of this Agreement.

e) The Employer will schedule part-time employees with consideration to distributing the shifts equitably and as much as possible to the mutual satisfaction of the Employer and the employees. The additional shifts shall be according to seniority rights. When an insufficient number of employees are available for certain days and hours of work, these days and hours of work will be given in reverse order of seniority.

- f) Subject to (iv) below, a non-employee must cancel his scheduled shift and is unable to exchange shifts as Per 15.03 d) above, the following procedure will apply:

On the basis of seniority

- i) **Those employees who would be paid at straight time shall be offered the opportunity to work;**
- ii) **Those employees who would receive partial straight time and overtime;**
- iii) **Those employees who would be paid overtime providing:**
 - 1) **full-time employees shall be offered the opportunity first, then part-time employees if the work is to replace a full-time employee.**
 - 2) **if the work is to replace a part-time employee, all other part-time employees will be offered the opportunity first then full-time employees.**
- iv) **The Employer may choose not to replace the employee.**

15.06 General

- a) **The minimum call for part-time employees shall be four (4) hours. If an employee requests and is granted permission to leave before the end of the minimum call the employee will be paid only for those hours worked.**
- b) **The Employer shall give a minimum of twenty-four (24) hours advance notice in order to cancel scheduled work of a part-time employee; where work is cancelled for reasons beyond the Employer's control, a minimum of four (4) hours advance notice will be given to part-time employees if the Employer wishes to cancel a scheduled work shift. Any part-time employee who is**

not notified of such a cancellation and reports for work as scheduled shall be paid a minimum of four hours pay at the applicable rate and may be required to work by the Employer,

- c) If not notified not to report to work within eight (8) hours of the commencement of the shift, full-time employees reporting for work on their scheduled shift shall be paid a minimum of four (4) hours pay at the applicable rate.
- d) Employees will report their attendance as required by the Employer.
- e) Part-time employee cannot cancel a shift except in cases of illness or other reasons beyond the employee's control. When the cancellation is due to a reason beyond the employee's control, that employee must justify the cancellation. After four (4) cancellations of shifts due to illness in one fiscal year, the part-time or temporary employee must give the Employer a medical certificate for each subsequent absence. Part-time and temporary employees will indicate in writing, to the Employer, their availability in order that the Employer can schedule employees according to their availability. This however will not guarantee hours of work for the employees.

15.07 Property Management Department employees shall be allowed five (5) minutes wash-up time before their lunch break and before their quitting time.

ARTICLE 16 -OVERTIME

16.01 Overtime means:

- a) in the **case** of full time employees, authorized **work performed** in excess of their scheduled hours of work;
- b) in the **case** of part-time employees. **work performed** in excess of **the** normal scheduled hours of work for employees engaged on a full-time basis who are doing similar work.

16.02 a) Overtime on a regularly scheduled work day, a day of **rest** or a designated holiday shall be paid at the rate of time and one-half (1 1/2 T) for the first eight (8) hours and double time (2T) thereafter.

b) When employees, who have worked on a day of **rest** or designated holiday, are required to work on **another** day of rest or designated holiday prior to **returning** to their regularly scheduled shift, they shall **be** paid at the rate of double time (2T) for all hours worked on that day.

c) Overtime at time and one-half (1 1/2 T) or any greater **applicable** rate shall be paid for all hours worked after 16:00 hrs on Christmas Eve and New Year's Eve and for all work performed on Easter Sunday.

d) Notwithstanding paragraph a) above, overtime worked on a Sunday shall **be** paid at double time (2T).

16.03 An employee is entitled to overtime **compensation** under Article 16.02 for each completed period of fifteen (15) minutes of overtime worked when the overtime work is authorized in advance by an authorized officer or in accordance with operating instructions.

- 16.04 a) At the request of the employee, overtime shall be compensated in equivalent time off with pay subject to operational requirements.
- b) Overtime compensation shall be paid or taken in compensatory leave no later than the eighth (8th) week after which it is earned. Employees shall be allowed to accumulate a bank of compensatory leave credits of up to twenty-four (24) hours.
- 16.05 a) The Employer shall make every reasonable effort to avoid excessive overtime which is defined as more than eight (8) hours of overtime in one day for any single employee.
- b) i) The Corporation shall make every reasonable effort to allocate overtime opportunities on an equitable basis over the fiscal year to employees of the same classification who, in the opinion of the Corporation, are qualified to perform the available work. For the purpose of this clause, the total overtime opportunities offered to employees who have a double job title (e.g. welder/mechanic) shall be used to determine what is equitable.
- ii) The Employer will post a list showing when overtime opportunities have been offered to employees and indicating whether the overtime was accepted or refused.
- iii) Employees will be given the opportunity to perform the overtime work in ascending order of recorded opportunities. Employees shall be charged with one opportunity whether they have refused or worked.
- iv) Employees shall have the right to refuse overtime. Where insufficient employees are available to perform the work employees shall be assigned to perform the work in the reverse order of seniority.

- c) **Except** in cases of emergency or call-back, the Employer shall give at least four (4) hours' notice of any requirements for overtime work.
- d) Starting and finishing times of overtime work will be recorded by ~~each~~ employee ~~in the~~ manner set ~~out~~ by the Employer.
- e) **There** shall ~~be~~ no pyramiding ~~of~~ overtime.
- f) In the Property Management work area where two or more employees of the same **job** title are performing the same work and overtime is required, the employees who are full-time continuing will be offered the opportunity to work ~~the~~ overtime before employees who ~~are~~ temporary. When an employee is to ~~be~~ called in or scheduled to perform overtime in his **classification**, full-time employees shall be offered the work before temporary employees.

- 16.06**
- a) Employees who work three (3) or more hours immediately before or following their regularly scheduled hours of work or who are required to work **for** five (5) hours or more on a day of rest or on a designated holiday, shall receive a meal allowance of nine dollars and forty cents (\$9.40).
 - b) Reasonable time with pay shall ~~be~~ allowed to the employees to eat a meal either at or adjacent to their work station.

16.07 At the time of change from Standard to Daylight time, employees working a ~~shift~~ during which the change occurs shall receive Payment for their **full shift**; at *the* time of change from Daylight to Standard time, employees working a shift during which the change ~~Occurs~~ shall receive one (1) hour's pay at the applicable overtime rate.

ARTICLE 17 - CALL BACK

- 17.01** When employees have left the Corporation premises and are recalled to a place of work and such recall has not been scheduled in advance, they will be paid a minimum compensation equivalent to four (4) hours at the applicable overtime rate.
- 17.02** When employees have left the Corporation premises and are recalled to a place of work to attend a meeting, the call back provisions shall apply.

ARTICLE 18 - PREMIUMS

- 18.01** a) Employees who work from midnight to 08h00 Monday to Saturday will receive a shift premium of fifty-five cents (\$0.55) per hour for all hours worked.
- b) Full-time continuing employees who work on Sunday will receive a premium of fifty-five cents (\$0.55) per hour for all hours worked.

ARTICLE 19 - REPORTING ON A DAY OF REST OR DESIGNATED PAID HOLIDAY

- 19.01** When employees are required to report for work on a day of rest, or designated paid holiday, they will be paid the greater of:
- a) compensation at the applicable overtime rate. or
- b) compensation equivalent to four (4) hours pay at the straight-time rate, except that the minimum of four (4) hours pay will apply only the first time that an employee reports for work during a period of eight (8) hours, starting with the employee's first reporting.

19.02 Other than when required by the Corporation to use a vehicle of the Corporation for transportation to a work location other than their normal place of work, time spent by employees reporting to work or returning to their residence will not constitute time worked.

ARTICLE 20 - VACATION LEAVE

- 20.01** a) For each calendar month in which a full-time continuing employee has earned at least ten (10) days' pay, the employee shall earn vacation leave credits at the rate of:
- i) one and one-quarter (1 1/4) days per month, if the employee has completed less than eight (8) years of service;
 - ii) one and two-thirds (1 2/3) days per month, if the employee has completed eight (8) years of service;
 - iii) two and one-twelfth (2 1/12) days per month if the employee has completed eighteen (18) years of service.
- b) Where full-time employees have earned less than ten (10) days' pay in a given calendar month, they shall be entitled to an amount equal to:
- i) six percent (6%) of their gross earnings for said calendar month, if the employee has completed less than eight (8) years of service;
 - ii) eight percent (8%) of their gross earnings for said calendar month, if the employee has completed eight (8) years of service;

- iii) ten percent (10%) of their gross earnings for said calendar month, if the employee has **completed** eighteen (18) years of service.

This amount is payable during a vacation **period mutually** agreed upon.

- c) When a part-time employee **becomes** a continuing full-time employee, the years of service shall be calculated on **the prorata** of the hours regularly worked by a **continuing** full-time employee for the purpose of calculating the vacation leave credits. Calculation of the number of hours shall begin at date of hiring and will apply at date of signing of this **Collective Agreement**.

20.02 During the first six (6) months of employment with the Corporation, vacation leave **will** accumulate but will not be granted to employees except under special circumstances and by arrangement with the **office** of the Director of Human Resources, and the Department Director concerned. Thereafter, **full** leave **entitlement** with pay may be granted to the extent of those **credits** which will have been earned to the end of the leave year (September **1** to August 31).

20.03 Vacation leave will be taken at one time and during the year in which it is earned except as agreed by the employee and the Corporation. An employee shall be permitted to **carry over** a maximum of five (5) days' credit to the next fiscal year; however, no credits may be carried over beyond January **6**.

20.04 On transfer to another government organization, employees may transfer up to **fifteen** (15) days annual leave provided this is acceptable to the new employer.

20.05 a) The Corporation will determine the periods during which vacation leave may be taken and the numbers and classification of employees who may take vacation leave during the same period. The Corporation will make every reasonable

effort to schedule vacation periods to suit the convenience of both employees and the Corporation.

- b) Employees will submit their requests for vacation leave before 1 **April** of each year. Where there are more requests for a vacation period than can be allowed, seniority **shall** prevail.
- c) A schedule showing the vacation periods and the employees booked for these periods shall **be** posted by 15 **April**.
- d) Employees who do not submit their leave requests before 1 **April** will not be **able** to exercise their seniority rights to bump employees who have been scheduled as per Clause 20.05 c).
- e) With the permission of the Corporation, employees may exchange vacation periods.

20.06 Where a day that is a designated holiday for an employee coincides with a day of vacation leave with pay, **that** day shall count as a holiday and not as vacation leave.

20.07 Application for Vacation Leave must be made on the **form prescribed**, approved by the appropriate Department Director (or his authorized representative), and then referred to the Human Resources Department to **confirm** entitlement for Vacation Leave. Such forms shall be made available through **the** immediate supervisor.

20.08 Employees with one or more years **service** who will be absent for one (1) week or more on Vacation Leave, may request and be given advance salary payment to a maximum of the **amount(s)** that they would be **entitled** to receive on those **pay** dates when **they** are to be absent, subject to the following **provisions**:

- a) The employee will attempt to give three (3) weeks notice, in writing, for advance payment, but in **any** event **shall** give at

least ~~two~~ (2) weeks notice prior to the anticipated date of departure on leave.

- b) Any ~~overpayment~~ in respect of such pay advances will be an immediate first charge against any subsequent pay entitlements and will be recovered in full prior to any further payment of salary.

20.09 Employees engaged on a part-time basis shall be paid, in lieu of vacation leave, and amount equal to six percent (6%) ~~of~~ their gross earnings, such amount to be payable on ~~the~~ first regular pay date in ~~December~~ or their last day of work.

20.10 Recall from Vacation Leave

- a) The Corporation will make every reasonable effort not to recall employees to work after they have proceeded on Vacation Leave.
- b) Where, during any period of Vacation Leave, employees are recalled to duty, they shall be reimbursed after submitting such accounts and receipts as are normally required by the Corporation, for reasonable expenses, that they incur:
 - i) in proceeding to their place of work; and in returning to the place from which they were recalled if they immediately resume vacation upon completing the assignment for which they were recalled; and
 - ii) for any reasonable charges that result from cancellation of any reservations held in connection with the interrupted vacation

ARTICLE 21 - DESIGNATED HOLIDAYS

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

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

21.02 Full-time employees who are not entitled to wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding a designated holiday are not entitled to pay for that holiday.

21.03 Holiday Falling on a Day of Rest

- a) When a day designated as a holiday coincides with an employee's day of rest, the holiday will be moved to the *first* day the employee is scheduled to work following the day of rest.
- b) When a day designated as a holiday for an employee is moved to another day,
 - i) work performed by an employee on the day from which the holiday was moved will be considered as work performed on a day of rest, and
 - ii) work performed by an employee on the day to which the holiday was moved, will be considered as work performed on a holiday.

- 21.04** When a designated holiday coincides with a day on which employees work a regular shift, they shall receive in addition to the pay they would have received had they not worked on the holiday, compensation in accordance with the applicable overtime provision.
- 21.05** Employees shall not be scheduled to work on both Christmas and New Year's Day. Regular work schedules during the weeks in which Christmas and New Year's Day fall may be amended without penalty to accommodate this. Employees involved will be consulted prior to any amendments being made.
- 21.06** a) Employees are not entitled to pay for a designated holiday that **occurs** in the first **thirty** (30) days of their employment.
- b) i) Part-time employees who have worked ten (10) days or more out of thirty (30) days immediately preceding a designated holiday will be paid a sum of money calculated on the accumulated hours worked during the preceding thirty (30) days divided by the number **of** days worked and multiplied by their applicable rate of pay as set **out** in Appendix " A .
- ii) Part-time employees who work less than ten (10) days in the thirty (30) days immediately preceding a designated holiday are entitled to **be** paid **1/20th** of the wages they earned during the thirty (30) calendar days preceding the designated holiday.
- c) For the purpose of determining the number of days worked, a part-time employee who works a regular weekend shift (8 hours) or replaces on a regular **week-day** shift (8 hours) shall have this **shift** count as two (2) days.

ARTICLE 22 - SICK LEAVE

22.01 Credits

- a) Full-time **continuous employees** will **earn** sick leave credits at ~~the~~ rate of ten (10) hours for each calendar month for which they **receive** pay for at **least** ten (10) days.
- b) Deductions **will** be made **from** credits for each hour of absence on sick leave. Absences will be rounded off to the nearest hour.
- c) The Corporation agrees to pay part-time employees ten cents (\$0.10) per hour in **lieu** of sick leave, except where the Employer is required to make pension contributions pursuant to ~~the~~ Public Service Superannuation Act on the employee's behalf.
- d) The Corporation may grant leave with pay to employees who are required to take **specialized** medical treatment (e.g. allergy shots). Such **period** of leave shall be charged against the sick leave credits. Such leave shall not be unreasonably denied.

22.02 Granting of Sick Leave

Employees will be granted sick leave with pay when they are unable to perform their duties because of illness or injury provided that:

- a) they satisfy the Employer of their condition by advising their immediate supervisor or designate, within a reasonable time on the day their absence commences, stating, where possible, the expected duration of the absence, and
- b) they have the necessary Sick Leave credits, and
- c) they provide the documents requested by the Corporation

22.03 If the period of absence does not **exceed** four (4) working days, the signatures of both the employee and the supervisor on the "Request of Leave" form will be sufficient subject to the requirements of **22.04** and **25.07**.

22.04 a) If ~~the~~ period of absence **exceeds** four (4) working days, **and/or** the employee has been granted sick leave without a medical **certificate** on **8** days in a fiscal year, the employee will submit a **certificate** signed by a qualified physician attesting to the illness.

b) When employees are absent because of illness for an entire scheduled shift the absence shall count as one day in respect to the **8** days set out in **22.04** a).

22.05 When an employee has **insufficient** or no **credits** to **cover** the granting of sick leave with pay, the authorizing **officer** may **authorize advance leave credits**, upon **recommendation** by the Director of Human Resources or designate, within a limit of:

a) two hundred (**200**) hours **if** a decision on an application for **injury-on-duty** leave is being awaited; or

b) one hundred and twenty (**120**) hours in all other **cases**; subject **to** deduction of such advance **leave** from any sick leave Subsequently earned. Requests for advance of sick leave credits **from** employees with two or more years of continuous service, shall not be unreasonably denied.

22.06 When an employee is granted sick leave with pay and **injury-on-duty** leave is subsequently approved for the same period, the sick leave credits used during that period will be restored.

22.07 a) Sick leave credits up to a maximum of seventy-five (75) days earned by former employees of the Federal Public Service, Canadian Armed Forces, (as **governed** by Public Service sick leave regulations), Crown Corporations or Agencies, may be

transferred and considered as leave earned with the Corporation provided that such credits were accrued during employment which terminated less than thirty (30) days prior to engagement by the Corporation.

- b) Such sick leave will, if expressed in days, be converted to hours by multiplying the number of days by the standard work day (to a maximum of eight) immediately prior to commencing work at the Centre.

22.08 Misuse of sick leave credits shall be considered a sufficient cause for discipline.

ARTICLE 23 - SPECIAL LEAVE

23.01 Marriage Leave

After completion of one (1) year's continuous employment and providing the supervisor is given at least one (1) month's written notice:

- a) a full-time continuing employee will be granted five (5) days leave with pay;
- b) a part-time continuing employee will be granted leave with pay for those days he is normally scheduled to work in a consecutive five day period;

for the purpose of getting married.

23.02 Bereavement Leave

- a) For this purpose, immediate family is defined as father, mother, (or alternatively, stepfather, step-mother or foster parent), brother, sister, spouse, (or common-law spouse/partner), child, step-child or ward of employee, father-in-law, mother-in-law or

a relative permanently residing in the employee's household or with whom the employee permanently resides.

- b) i) Where a member of a full-time continuing employee's immediate family dies, the employee will be entitled to four (4) days leave with pay but not extending beyond the day following the funeral and may, in addition, be granted up to three (3) days leave for the purpose of travel related to the death.
- ii) Where a member of a part-time or temporary employee's immediate family dies, that employee will be entitled to pay for each of the following three (3) days provided that the employee was scheduled to work on those days. Such pay will be at the employee's regular rate of wages for the employee's normal hours of work.
- c) In special circumstances and at the request of the employee, leave may be extended beyond the day following the day of the funeral but the total number of days granted must be consecutive and not greater in number than those provided above, and must include the day of the funeral.
- d) Employees will be granted leave with pay for that work period for which they were scheduled, or were eligible to receive pay, on the day of the funeral of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

23.03 Birth and Adoption Leave

Continuing full-time and part-time employees shall be granted special leave with pay up to a maximum of one (1) day for needs directly related to the birth or adoption of a child. This leave may be divided into two (2) periods on separate days and shall be scheduled to the mutual satisfaction of the employee and the Employer.

23.04 Court Leave

The Corporation will grant leave with pay to employees for the period of time they are required (provided the employee reimburses the Corporation any monies received for attending):

- a) to be available for jury selection:
- b) to serve on a jury, or by subpoena or summons to attend as a witness in any proceeding held in or under the authority of a court of justice or before a grand jury, before a court, judge, justice, magistrate or coroner;
- c) before the Senate or House of Commons of Canada, or a Committee of the Senate or House of Commons, otherwise than in the performance of their duties;
- d) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized, by law, to compel the attendance of witnesses before it; or
- e) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

23.05 Leave with Pay

The Employer may grant leave with pay when circumstances not directly attributable to employees including illness in the family as defined in 23.02 a) prevent their reporting for duty. Such leave shall not be unreasonably denied.

23.06 Leave without Pay

Upon **written** request the Employer may grant leave without pay for **purposes** other than those specified in this Agreement. Such leave shall not be unreasonably denied

The Employer will give a written reply within seven (7) days (excluding Saturdays, Sundays and designated holidays) of the request having been made.

23.07 Injury-on-duty Leave

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

23.08 Leave of Absence for Union Functions

Leave of absence without pay and without loss of seniority may at the discretion of the Corporation be granted. upon **request** to the Employer, to employees elected or appointed to represent the Union at conventions. and for Union training. Leave of absence without pay shall be granted to employees to attend Executive and Committee meetings of its affiliated or chartered bodies.

ARTICLE 24 - MATERNITY LEAVE AND PARENTAL LEAVE

Maternity Leave

- 24.01 a) Employees who become pregnant are entitled to Maternity Leave, provided they:
- i) have completed six (6) months of continuous service; and
 - ii) comply with the requirements of this Article

- b) Maternity Leave 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 Maternity Leave will not exceed **seventeen** (17) weeks.
- c) To apply for this leave, an employee shall be expected to provide to the Corporation written notification of her condition at least four **weeks** in advance **of the** anticipated date for the commencement of **such** leave, **unless** there is a valid reason why notice cannot be given. The written notice shall include:
 - i) an application for leave showing the anticipated dates leave is to **commence** and is to expire.
 - ii) a certificate from a qualified medical practitioner certifying that **she is** pregnant, and **specifying** the date scheduled for termination of her pregnancy.
- d) An employee is not required to take a leave of absence **from** employment because she is pregnant but the Corporation may require an employee to take such leave, if she is unable to perform an essential **function of** her job and there is no alternative **job** available **for her**.
- e) The Corporation will assume both the Corporation and employee shares of costs of benefit plans in which the employee is **enrolled**, during the **period** of absence **authorized** as Maternity Leave, to a maximum of seventeen (17) weeks.

24.02 Parental Leave

- a) An employee who has completed six consecutive months of continuous employment and who will have the actual care and custody of a new-born child, shall be granted parental leave without pay of up to 24 weeks, beginning on one of the dates listed in (b) or (c), as applicable. and ending not later than

fifty-two **(52) weeks** after the child arrives at the employee's home. This leave may be shared by the parents, provided that the total parental leave does not exceed twenty-four (24) **weeks**.

b) Female Employee

The leave may commence on:

- i) expiration of her Maternity Leave;
- ii) the day the child is born; or
- iii) the day the child comes into her actual care and custody.

c) Male Employee

The leave may commence on:

- i) expiration of Maternity Leave taken by the mother;
- ii) expiration of any Parental Leave taken by the mother;
- iii) the day the child is born; or
- iv) the day the child comes into his actual care and custody.

- d) An employee (**Male/Female**) who has completed six (6) consecutive months of continuous employment and who has commenced legal proceedings under the laws of a province for the adoption of a child or has obtained an order under the laws of a province for the adoption of a child, shall be granted parental leave without pay for a **maximum** aggregate leave of up to **twenty-four (24) weeks** during **the fifty-two week period** beginning on the day the child comes into his/her care. The aggregate amount of parental leave that may be taken by

two (2) employees for the adoption of a child shall not exceed twenty-four (24) weeks.

- e) Employees will be responsible for their share of costs of benefit plans in which they are enrolled for the leave period.
- f) Pension, health and disability benefits will be continued during the entire period of leave taken pursuant to 24.02. The Employer shall continue to contribute the Employer's share of the costs of maintaining the benefits throughout the entire period of leave. The employee's share of the costs of these benefits shall be made by the employee as follows:
- i) insurance coverage, i.e., group life, LTD and any options on insurance normally paid by the employee, prior to departure, by submitting post-dated cheques to cover the premium for each month of absence or pay the deficiency on return to duty as described in ii) below, in order to retain the coverage;
 - ii) Superannuation and Death Benefit to be paid upon the employee's return in equal instalments deducted from salary over a period of time equal to the time the employee was on leave.
- g) When the employee's newborn child is born prematurely or is born with, or contracts, a condition that requires its hospitalization within the period that the employee is receiving unemployment insurance benefits, the period of leave without pay pursuant to 24.02 may be interrupted for a period equal to the period during which the child is hospitalized, in accordance with the provisions of the Unemployment Insurance Act

General

- 24.03** a) Employees who take Maternity Leave or Parental Leave as described above will, on written request, be informed of every employment, promotion or training opportunity, for which they are qualified, that arises during the period of leave.
- b) i) Upon expiry of the Maternity Leave or Parental Leave period, the employee will be reinstated in the position occupied at the commencement of the leave; or
- ii) Where for any valid reason, the Corporation is unable to reinstate the employee in the position as stated in 24.03 b) i) the employee will be reinstated in a comparable position, with the same salary and benefits and in the same geographic area.
- c) Should the Corporation undergo organizational changes during the absence of an employee taking leave as described above, and wages and benefits for the group in which the employee works, are changed as a result of this reorganization, these employees will on their return, receive the new wages and benefits.
- d) The Corporation will notify the employee in writing of any changes to wages and benefits, as soon as possible.
- e) An employee who takes leave as described above will continue to accumulate seniority during the entire period of the leave.
- f) Time spent on leave granted pursuant to Clauses 24.01 and 24.02 shall be counted for pay increment purposes.
- 24.04** Maternity Leave and Parental Leave will in no way interrupt the employee's service, provided that Corporation policy, as specified in this Article, is observed.

ARTICLE 25 - LEAVE - GENERAL

- 25.01** When the employment of an employee, who has been granted more vacation or sick leave than has been earned, is terminated by death, the employee is considered to have earned the amount of leave with pay granted.
- 25.02** When the employment of an employee, who has been granted more vacation or sick leave with pay than has been earned, is terminated by layoff, the employee is considered to have earned the amount of leave with pay granted if, at the time of the lay-off, the employee has completed two (2) or more years of continuous employment.
- 25.03** Employees shall be informed in September of each year of their sick and vacation leave credits. Employees are entitled to an up-to-date total of their credits upon request in the manner set out in advance by their supervisor.
- 25.04** If, at the end of a leave year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half day, the entitlement will be increased to the nearest half day.
- 25.05** When employees die or otherwise cease to be employed, they or their estate will be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave to their credit by their daily rate of pay at the termination of employment.
- 25.06** In the event of termination of employment for reasons other than death or lay-off, the Corporation will recover from any monies owed employees an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of their rate of pay at the time of employment termination,

25.07 If an employee becomes:

- i) **entitled** to bereavement leave under Clause **23.02**; or
- ii) **ill** and such illness is attested to by a physician's certificate. ~~white~~ absent on compensatory or annual leave, ~~the~~ employee will have those compensatory or annual leave **credits restored** to the extent of the bereavement or sick **leave approved**.

ARTICLE 26 -ABANDONMENT OF POSITION

26.01 When an employee is absent from work for five (5) consecutive days and fails to report the absence to the superior *officer*, **it** shall be considered **sufficient** cause for termination.

ARTICLE 27 - SEVERANCE PAY

27.01 In recognition of **length** of service and subject to **Articles 27.02** and 27.03, when employment terminates **with** the Corporation. employees will receive severance **benefits** calculated on the basis of their weekly rates of pay, as follows:

a) Lay-off

- i) 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**.
 - ii) **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.
- b) Notwithstanding paragraph a) i) and ii), severance pay is not payable where the **lay-off** is temporary. that is, a lay-off due to

the dosing of a facility or reduction of the work force for a period of three (3) months or less. During such temporary lay-off, ~~the~~ Employer shall pay both the employee's share and the Employer's share of ~~costs~~ of group insurance plans and contributions payable pursuant to the Superannuation Act. An employee placed on temporary lay-off status may elect to delay the commencement of the period of the temporary lay-off by taking vacation leave and accumulated compensatory leave **credits**.

c) Resignation

This **clause** applies only to employees employed at the date of ratification (~~October~~ 17.1997) of the **Collective** Agreement.

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.

d) Retirement

i) 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,

or

ii) in the case of part-time employees, who regularly work more than thirteen and one-half ($13 \frac{1}{2}$) but less than thirty (30) hours a week, and who, if they were contributors under the Public Service Superannuation Act, would **be** entitled to an immediate **annuity**

thereunder. or who would have been entitled to an immediate annual allowance if they were contributors under the Public Service Superannuation Act,

one (1) week's pay for each **complete** year of continuous **service** with a maximum of twenty-eight (28) **weeks'** pay.

e) **Death**

If a full-time employee deceases, there will be paid to their estate one week's pay for each complete year **of** continuous service. with a maximum of **twenty-eight** (28) weeks, regardless of other payments.

f) **Release for incapacity**

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

27.02 For the purpose of severance pay, part-time employees' years **of** part-time continuous service are proportionally **reduced** by the difference between the weekly hours effectively worked on a part-time basis, and the normal weekly scheduled hours of a full-time employee. The weekly rate of pay is the weekly rate of pay he receives on the termination of his employment, adjusted to the full-time weekly rate of pay.

27.03 **Maximum severance benefits**

Severance benefits payable to employees under this **Article** shall be reduced by any period of **continuous** service in respect of which the employee was already granted any form of severance pay.

27.04 Rejection on Probation

On rejection on probation, when employees have completed more than one (1) year of continuous service, and cease to be employed by reason of rejection during a probationary period, they will be entitled to one (1) week's pay for each complete year of continuous service with a maximum benefit of twenty-seven (27) weeks.

ARTICLE 28 - JOINT CONSULTATION

- 28.01** To facilitate discussions on matters of mutual interest outside the terms of this Collective Agreement, the parties to this Agreement shall establish a Joint Consultation Committee. Representation at such meetings will be limited to four (4) representatives of the Corporation and four (4) representatives of the employees at least one of whom shall be an officer of the Alliance. Meetings will be held at the request of either party.
- 28.02** Meetings of these Committees will be held on the Employer's premises and without loss of pay. There shall be no more than three (3) meetings a year, unless with the mutual consent between the Alliance and the Corporation.
- 28.03** 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 any 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.
- 28.04** The Employer may make available to the Alliance, upon written request, non-confidential information such as job descriptions of positions in the bargaining unit, job classifications, wage rates, pension and welfare plans and other technical information as might pertain to the bargaining unit.

28.05 Meetings of the Committee shall be held once every ~~three~~ months or when necessary as mutually agreed upon. Either party may request, in writing, a meeting of the Joint Management Committee and such meeting will be held within two weeks of the request.

ARTICLE 29 - SAFETY AND HEALTH

29.01 The Employer shall continue to make all ~~reasonable~~ provisions for the occupational safety and health of ~~employees~~. The Employer will welcome suggestions on the ~~subject~~ from the Alliance and the parties undertake to ~~consult~~ with a view to adopting and expeditiously carrying ~~out~~ ~~reasonable~~ ~~procedures~~ and techniques designed or intended to prevent or reduce the ~~risk~~ of employment injury.

29.02 For the duration of this Collective Agreement a Safety and Health ~~Committee~~ will be maintained for the National Arts Centre.

- 29.03** a) The Corporation shall post in locations ~~accessible~~ to employees the names, work locations and telephone extension numbers of the members of the Health and Safety Committee.
- b) The Health and Safety Committee will be permitted to post the minutes of their meetings as well as first aid information.

ARTICLE 30 - EMPLOYEE'S FACILITIES

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

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

30.02 The employees shall maintain ~~orderly~~ conditions ~~of~~ the ~~facilities~~ mentioned in ~~Article 30.01~~. The Alliance agrees that the failure of the employees to do so ~~may restrict~~ the use of the above ~~facilities~~.

ARTICLE 31 - EMPLOYEE APPAREL AND EQUIPMENT

- 31.01 a) The Corporation will provide uniforms for ~~each~~ General Maintenance and ~~General~~ Trades employee to the following extent:
- i) five (5) serviceable pairs ~~of~~ trousers;
 - ii) five (5) serviceable shirts -each year.
- b) The Corporation may provide uniforms for each parking employee to the following extent:
- i) For full-time employees - ~~five~~ (5) serviceable t-shirts/sweat-shirts;
 - ii) For part-time employees -three (3)serviceable t-shirts/sweat-shirts.
- c) It shall be the responsibility ~~of~~ the Corporation to dean, launder and maintain all clothing issued.
- 31.02 The Corporation will also provide for use as required:
- a) hard hats;
 - b) protective eye wear;
 - c) coveralls/smocks;
 - d) rubber boots;
 - e) rain coats;

- f) gloves;
- g) flashlights;
- h) safety footwear;
- i) **safety vests.**

31.03 The Corporation shall provide all necessary tools and equipment required by employees in the performance of their duties.

31.04 Employees shall wear a uniform and safety equipment provided by the Employer during their working hours.

ARTICLE 32 - GROUP INSURANCE AND PENSION

32.01 The application of the present Group Insurance and Pension benefits shall **continue** in respect of the full-time continuing employees under this Agreement.

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

32.03 The parties share an interest in containing their respective liabilities in accordance with the current cost-sharing arrangement. Notwithstanding **32.01**, the parties may agree to change the provisions in the plan. 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 the Alliance'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 such proposal. In no case shall the Employer's financial contribution to the plan be less than its current (February 28, 1994) contribution level.

For purposes of the above-mentioned consultation, the Alliance will be represented by a staff officer and a technical advisor from the Public Service Alliance of Canada and two employee representatives selected by PSAC, Local 70291.

ARTICLE 33 • POSTING OF NOTICES

33.01 The Corporation agrees to make reasonable space available for the posting of notices by the Alliance. Such notices must, however, be approved for posting by the Manager or his/her designate responsible for the work area in which the bulletin board is located.

ARTICLE 34 • EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

34.01 When a formal review of an employee's performance is made, the employee shall be given the opportunity to sign the review form in question to indicate that its contents have been read and explained and shall be given a copy of the final document.

34.02 Upon written request of an employee, the personnel file of that employee will be made available for examination in the presence of an authorized representative of the Employer.

34.03 When an unsatisfactory report other than a formal review of an employee's performance and formal disciplinary notice, is placed on an employee's file, the employee concerned must be given the opportunity to sign the report in question to indicate that its contents have been read and explained.

Such unsatisfactory reports which appear in an employee's file will be removed from that file and destroyed after a period of eighteen (18) months from the date on the unsatisfactory report. The incidents giving rise to the unsatisfactory report shall in no way be referred to or considered thereafter.

34.04 Employees shall be provided with a copy of their performance appraisal.

34.05 Where work orders are used and must be signed by a supervisor on completion of the work, employees, upon written request, shall be given access to the file of their work orders.

ARTICLE 35 - PARKING AND TAXI CHITS

35.01 Members shall be allowed the staff preferred parking rate by the National Arts Centre.

35.02 The Corporation shall designate six (6) parking spaces for part-time Parking Services employees. These spaces will be made available without charge provided employees:

- a) use the spaces only when they are reporting for work (including when required to work a day shift).
- b) using the spaces follow the rules and regulations set by the Corporation regarding their use.

35.03 Where the Corporation has requested that employees use their own cars on N.A.C. business, the employee shall be reimbursed in accordance with N.A.C. policy.

ARTICLE 36 - JOB CLASSIFICATION AND RECLASSIFICATION

36.01 Employees shall be provided with a copy of their job descriptions.

36.02 a) When the duties in any position are significantly decreased, increased or changed or where employees feel their position is incorrectly classified, or when a position not covered in Appendix "A" is established during the term of this Agreement, the rates of pay shall be subject to negotiations between the Employer and the Alliance.

b) If the parties are unable to agree on the reclassification and/or rates of pay of the position in question, such dispute shall be submitted to grievance and arbitration. Any rate or change of rate shall become retroactive to the time the grievance was filed or the new position was established.

36.03 Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In respect to the pay of the incumbent, this may be cited as Salary Protection Status and subject to sub-clause 36.03 b) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level.

a) The Employer will make reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group and/or level of the position.

b) In the event that an incumbent declines an offer of transfer to a position as in (a) above without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.

36.04 The Employer shall post and maintain an organization chart that is accessible to employees.

ARTICLE 37 - JOB POSTING AND PROMOTIONS

- 37.01 Competition posters pertaining to this Agreement will be placed on the bulletin boards in the General Maintenance, General Trades and Parking Services areas for a period not less than ten (10) calendar days and shall indicate the position title, qualifications (e.g., education, knowledge and skills), whether shift work is required, and the salary range or wage rate.
- 37.02 In the event extra help is required, other than for overtime, qualified part-time employees shall normally be offered more hours. Where new part-time workers are hired.
- 37.03 a) The Employer shall not make appointments from outside to any position within the bargaining unit when employees possess all of the essential requirements for the position.
- b) Where, in a Corporation competition for positions in the bargaining unit, two or more candidates are considered by the Corporation to be equal, seniority with the Corporation shall govern. It is understood that the employee will be entitled to grieve management's decision relating to the equality of the candidates.
- c) Qualified candidates for positions in the bargaining unit will be considered in the following preference:
- i) Full-time continuing employees who were laid-off;
 - ii) Part-time employees who were laid-off;
 - iii) Continuing full-time employees;
 - iv) Part-time employees.

The preference mentioned above must not result in giving a promotion to a laid-off employee.

37.04 Consideration for promotion may be given to the senior applicant from within the bargaining unit who does not ~~possess the~~ required ~~qualifications~~ but is preparing for qualification prior to filling of a vacancy. Such employees will be given an opportunity to qualify within a reasonable length of time and to revert to their former position if the required ~~qualifications~~ are not met within such time.

37.05 Where no qualified candidate can be found, an appointment may be made below the minimum of the position. Such employees will be given a reasonable time to qualify. If the employee is found to be unsatisfactory and was ~~previously~~ in the bargaining unit the provisions of ~~clause 37.04~~ shall apply.

37.06 Union Notification

The local shall be informed in writing of all appointments ~~transfers~~, lay-offs, ~~recalls~~ and terminations of employment.

ARTICLE 38 - PAY


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

38.02 a) Payment shall be made every two weeks by cheque or directly into the employee's bank account, if requested by the employee and if the Employer decides to offer this service.

b) The Corporation shall make every reasonable effort to pay employees by Thursday.

38.03 Acting Pay

a) When Property Management employees are required by the Employer to perform the duties of a higher ~~classification~~ level position on an acting basis, for a shift, such employees shall be paid as if they had been appointed to the higher level position.

- 
- b) When Parking Services employees are required to perform the duties of a higher **classification** level position for a shift they shall be paid the rate of that higher **classification** level position for that shift.

38.04 The rates of pay in Appendix 'A' of this Agreement shall apply retroactively to all employees. **Retroactivity** shall apply to all hours worked including overtime hours. Every reasonable effort will be made to pay **all retroactivity** within thirty (30) days of the signing of the Collective Agreement.

ARTICLE 39 - PRECEDENCE OF LEGISLATION

39.01 In the event that any law passed applying to employees covered by this Agreement renders null and void any **provision** of the Agreement, the remaining provisions of the Agreement shall remain in effect **for** the term of **the** Agreement.

ARTICLE 40 - DURATION

40.01 The parties agree that this Agreement shall be **effective from** January 1, 1997 to December 31, 1998 inclusive and thereafter **from** year to year unless written notice of intention to negotiate is given by either party to the other party three (3) months prior to the date of the expiry of this Agreement.

40.02 This Agreement may be amended by mutual consent

This Agreement made in duplicate and signed the 25th day of November, 1997.

FOR THE NATIONAL ARTS
CENTRE CORPORATION



John L. Gribson

Giles Landry

Bernard Geneste

FOR THE PUBLIC SERVICE
ALLIANCE OF CANADA



Nycote Turmel

Andrée Lemire

Michel Chantigny

Réjean Fortin

Michel Hurtubise

John Sullivan

APPENDIX "A" - RATES OF PAY

Property Management Employees

<u>Level</u>	<u>Job Title</u>	<u>Salary Range</u>		
		<u>-1-</u>	<u>-2-</u>	<u>-3-</u>
9. Instrumentation Technician	■ Jan. 97	37,924	38,887	40,813
	1 Jan. 98	38,682	39,665	41,629
8. Electrician	1 Jan. 97	35,760	36,666	38,475
	1 Jan. 98	36,475	37,399	39,244
7. Assistant Instrumentation Technician Welder/Mechanic Plumber/Mechanic	1 Jan. 97	32,670	33,492	35,135
	1 Jan. 98	33,323	34,162	35,838
6. Mechanic Mechanic/Operator Cabinetmaker	1 Jan. 97	30,093	30,845	32,349
	1 Jan. 98	30,695	31,462	32,996
5. Operator/Trades Assistant	1 Jan. 97	29,021	29,742	31,190
	1 Jan. 98	29,601	30,337	31,814
4. Carpenter	1 Jan. 97	28,205	28,906	30,307
	1 Jan. 98	28,769	29,484	30,913
3. Painter Upholsterer/Repairman	1 Jan. 97	27,291	27,967	29,319
	1 Jan. 98	27,837	28,526	29,905
2. General Maintenance Worker	1 Jan. 97	23,957	24,568	25,790
	1 Jan. 98	24,436	25,059	26,306
1. Labourer (temporary)	1 Jan. 97		\$8.87/hour	
	■ Jan. 98		\$9.05/hour	
Cleaner	1 Jan. 97		\$9.72/hour	
	1 Jan. 98		\$9.91/hour	

Employees shall progress through the step system annually effective the first pay period following the **completion** of each year's service until the maximum of their range has been reached.

The Lead Hand of the General Maintenance Workers will receive a premium of **\$2,00** per hour on top of his regular rate of pay.

The Window Washer will receive a premium of **\$0.80** per hour on top of his regular rate of pay. When one or more employees perform work as an assistant window washer, they will receive a premium of **\$0.45** per hour for the amount of hours worked in this function.

Parking Attendants and Cashiers

a)	Continuing and part-time Lead Hands	1 Jan. 97 1 Jan. 98	12.66/hour 12.91/hour
b)	Continuing and part-time Cashiers	1 Jan. 97 1 Jan. 98	10.22/hour 10.42/hour
c)	Part-time Parking Attendants (up to 200 hours worked for the Corporation)	1 Jan. 97 1 Jan. 98	7.49/hour 7.64/hour
d)	Parking Attendants (over 200 hours worked for the Corporation)	1 Jan. 97 1 Jan. 98	8.59/hour 8.76/hour

Lead hands on evenings and weekends shall be appointed by the Employer on as needed basis and will be compensated at the lead hand rates.

APPENDIX "B"

Date

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

Dear **Sir**:

This will authorize you to deduct such amount **from** my salary as may be authorized by the Union and to forward this amount on my behalf to the Public Service Alliance of Canada.

I am sending you this letter in duplicate. **one copy** for your files and one copy to be returned to the Public **Service** Alliance with the deduction.

Yours very truly.

(Employee's signature)

Please print employee's name

APPENDIX "C"

General Maintenance Worker

sample work schedule

Monday to Friday

6 am to 2:30 pm

7:30 am to 4:00 pm

3 pm to 11 pm

When necessary, two (2) general maintenance workers will be assigned to cleaning the garage on a night shift (On to 8:30 am). Each change in scheduling will be for a minimum period of five (5) days, from Monday to Friday, and will be posted five (5) working days prior to the scheduled dates. This paragraph only applies from December 1st to March 31st of each fiscal year.

APPENDIX "D" / ANNEXE "D"

CONTROL BOARD ATTENDANT / OPÉRATEUR

SAMPLE - WORKING SCHEDULE / ÉCHANTILLON DE L'HORAIRE DE TRAVAIL

	L	M	ME	J	V	S	D	L	M	ME	J	V	S	D	L	M	ME	J	V	I	D	L	M	ME	J	V	S	D
	M	TU	WE	TH	FR	SA	SU	M	TU	WE	TH	FR	SA	SU	M	TU	WE	TH	FR	SA	SU	M	TU	WE	TH	FR	SA	SU
24 00-08 00	1	1	1	1	1	(1)	(1)	2	2	2	2	2	(2)	(2)	3	3	3	3	3	(3)	(3)	4	4	4	4	4	(4)	(4)
08 00-16 00		4	4	4	4			.	1	1	1	1	.	.	.	2	2	2	2	.	.	.	3	3	3	3	.	.
16 00-24 00	3	3	3	3	3	3*	3*	4	4	4	4	4	4*	4*	1	1	1	1	1	1*	1*	2	2	2	2	2	2*	2*
Days of rest Not scheduled/ Jours de repos non prescrits à l'heure	2	2	2	2	2	2	2	3	3	3	3	3	3	3	4	4	4	4	4	4	4	1	1	1	1	1	1	1

12 HOUR SHIFTS / PÉRIODE DE TRAVAIL DE 12 HEURES

- () 24:00 to 12:00
- * 12 00 to 24 00

CODE:

- . Day of rest/Jour de repos

Employee / Employé #1

Employee / Employé #2

Employee / Employé #3

Employee / Employé #4

APPENDIX "E" / ANNEXE "E"

ELECTRICIANS / ÉLECTRICIENS

SAMPLE -WORKING SCHEDULE / ÉCHANTILLON DE L'HORAIRE DE TRAVAIL

	L M	M TU	ME WE	J TH	V FR	S SA	D SU	L M	M TU	ME WE	J TH	V FR	S SA	D SU	L M	M TU	ME WE	J TH	V FR	S SA	D SU	L M	M TU	ME WE	J TH	V FR	S SA	D SU
7:30-16:00	3	3	3	3	3	-	-	4	4	4	4	4	-	-	1	1	1	1	1	-	-	2	2	2	2	2	-	-
7:30-16:00	2	2	2	2	-	-	-	3	3	3	3	-	-	-	4	4	4	4	-	-	-	1	1	1	1	-	-	-
7:30-16:00	4	4	4	4	4	-	-	1	1	1	1	1	-	-	2	2	2	2	2	-	-	3	3	3	3	3	-	-
16:00-24:00	1	1	1	1	1	1	*	2	2	2	2	2	2	*	3	3	3	3	3	3	*	4	4	4	4	4	4	*

Employee / Employé #1

Employee / Employé #2

Employee / Employé #3

Employee / Employé #4

- Unscheduled- Call-Out Duty/
- Non prescrit à l'horaire - Rappel au besoin

MEMORANDUM

Taxi Vouchers

As a gesture of goodwill the Corporation will make taxi vouchers available to employees for use under the following circumstances:

- a) in the event of an emergency, or
- b) if as a result of operational requirements he has worked beyond midnight, missed his last bus ride and there are **no** other available means of getting home.

Misuse will be cause for discipline and may result in the withdrawal of this privilege. **Employees** are required to inform the supervisor on duty during the course of their work period of the anticipated need for a taxi voucher. A taxi voucher may be obtained **from** stage door **but** only when the supervisor or Property Management Director are not on duty.

The voucher is **only** intended to cover the cost of the fare and not a **gratuity**.

In exchange for the voucher you are required to complete the following:

I, (Name) _____, have been issued a taxi voucher, no: _____
on [Date] _____ at (Time) _____ for the purpose of getting home.

Employee's Signature


Supervisor's Signature

Memorandum of Agreement

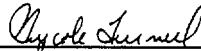
1. The National Arts Centre Corporation agrees that effective January 1, 1990 union dues shall be recorded on T-4 slips.
2. The Union and the Corporation agree that the primary objective of employment equity is to ensure that the labour force within the bargaining unit is a reflection of the composition of the Canadian population, subject to the availability of required skills.

FOR THE NATIONAL ARTS CENTRE
CORPORATION

FOR THE PUBLIC SERVICE ALLIANCE
OF CANADA



John L. Crippen



Nycole Turmel



Gilles Landry



Andrée Lemire



Bernard Geneste



Michel Chantigny



Réjean Fortin



Michel Hurtubise



John Sullivan

LETTER OF UNDERSTANDING

BETWEEN

THE NATIONAL ARTS CENTRE

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL 70291 -

PROPERTY MANAGEMENT AND PARKING SERVICES EMPLOYEES

1. There will be no loss or reduction of employment prior to December 31, 1998, of any bargaining unit employee as a result of the privatization of the Property Management and Parking Services.
2. The NAC undertakes to make known to the Union plans for any major change to the organizational structure of the operations of the garage or property maintenance involving the privatization or contracting out of these operations to a third party. The Joint Consultation process set out in Article 28 will be used by the parties and the NAC undertakes to give consideration and respond to any comments of the Union before implementing any such proposals.
3. The NAC confirms that, prior to December 31, 1998, it will not increase the parking rate of the employees of the Property Management and Parking Services group.

Signed this 27th day of September, 1997

FOR THE NATIONAL ARTS CENTRE
CORPORATION



John L. Ongton



Gilles Landry



Bernard Genest

FOR THE PUBLIC SERVICE ALLIANCE OF
CANADA, LOCAL 70291



Nicole Turmel



Andrée Lemire



Michel Charabny



Rajen Fortin



Michel Hurlbise



John Sullivan