

NATIONAL ARTS CENTRE

COLLECTIVE AGREEMENT

BETWEEN

THE NATIONAL ARTS CENTRE CORPORATION

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

**LOCAL 70291 – PROPERTY MANAGEMENT,
PARKING SERVICES AND SECURITY**

DRAFT

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13161 (01)

Memorandum of Settlement

Between:

The National Arts Centre
((“the Employer”))

and

Public Service Alliance of Canada
((“the Union”))

Representing:

Local 70291 – Property Management and Parking Services and Security Officers

****Without Prejudice or Precedent****

1. The parties herein agree to the terms of this memorandum as constituting full and final settlement of all matters of the amalgamation of the bargaining units of Property Management and Parking Services, and of Security Officers, with the exceptions of:
 - a.) The need for the proposed amalgamated collective agreement to be ratified by the principals of the undersigned representatives of the parties; and
 - b.) The need for the parties to agree on a description of the new, amalgamated bargaining unit, which shall then be presented in a joint application pursuant to section 18.1 of the *Canada Labour Code*, to the Canada Industrial Relations Board for determination.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this amalgamation to their respective principals.
3. The parties herein agree that once agreement is reached regarding the new bargaining unit description, the agreed-upon bargaining unit description and the amalgamated collective agreement shall be presented to the Canada Industrial Relations Board in a joint application pursuant to section 18.1 of the *Canada Labour Code* for a review of the structure of the bargaining units and any further determination stemming therefrom which may be raised by the Canada Industrial Relations Board of its own motion. The parties herein further agree that this memorandum of settlement shall constitute an agreement of the parties for purposes of sub-section 18.1(2) of the *Canada Labour Code*, with such agreement to be supplemented by addition of the agreed-upon bargaining unit description.
4. The parties agree that the attached Memorandum of Settlement executed in June, 2002, which provided for the extension of the term of duration of the Security Officers' collective agreement until December 31, 2003 and for the accompanying wage increases referred to therein, has been complied with and has full force and effect. Without


limiting the generality of the foregoing, the parties agree that: the amendments listed at sub-paragraphs 1(i) and 1(ii) of the attached Memorandum of Settlement have been ratified by their principals, that the parties have successfully negotiated the amalgamation of the collective agreements and, upon reaching agreement with respect to a new description of the amalgamated bargaining unit, the parties will submit the joint application pursuant to section 18.1 of the *Canada Labour Code* referred to herein, to the Canada Industrial Relations Board without delay.


5. The parties agree that the amalgamated collective agreement shall come into force and be effective from the date of a decision of the Canada Industrial Relations Board rendered in the matter of the joint application of the parties pursuant to section 18.1 of the *Canada Labour Code* referred to herein, in the event that such decision confirms the amalgamation of bargaining units and collective agreements agreed upon by the parties. For greater clarity, should the Canada Industrial Relations Board not confirm the amalgamation of bargaining units and collective agreements, the parties agree that the two separate collective agreements presently in force shall continue in force until their expiry dates, with no rights of the parties thereto being adversely affected.

Dated at Ottawa, Ontario this 23 day of June, 2003.

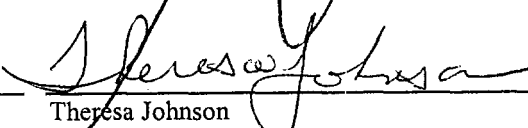
**LA SOCIÉTÉ DU CENTRE
NATIONAL DES ARTS**

**L'ALLIANCE DE LA FONCTION
PUBLIQUE DU CANADA**


Peter Herrndorf


Edward (Ed) J. Cashman


Debbie Collins


Theresa Johnson


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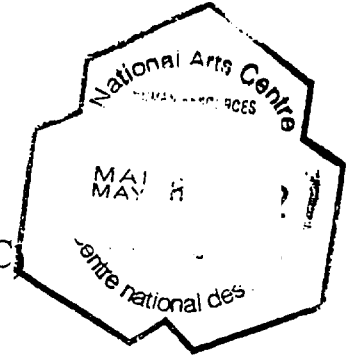

Eric Lemieux


Josée Lessard


Pierre Trépanier


Francois Guénette

Memorandum of Settlement
between
Public Service Alliance of Canada (PSAC)
(Union)
and
the National Arts Centre (NAC)
(Employer)



Re: the Collective Agreement between the Union and the Company in respect of the Security Officers of Local 70291

Whereas the collective agreement is scheduled to expire on June 30, 2002;

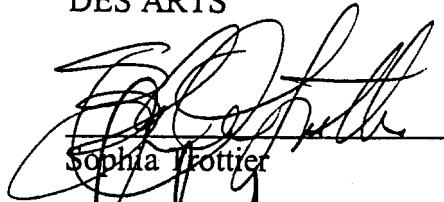
And whereas the parties have engaged in discussions regarding the renewal and extension of the collective agreement;

As a result of those discussions, the parties agree to the amendment and extension of the collective agreement due to expire June 30, 2002, as follows:

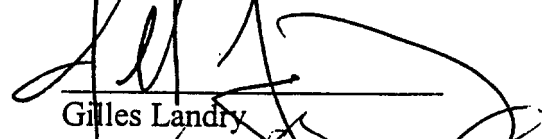
1. i) That the term of the renewed collective agreement shall commence on July 1, 2002 and shall terminate on December 31, 2003 and
ii) That the Employer shall provide wage increases as follows: 2% effective July 1, 2002 and a further 3% on January 1, 2003.
2. That the above amendments shall be presented to the Union's membership for ratification with the recommendation for full acceptance.
3. That the above amendments shall be presented to the Employer's principals for ratification with the recommendation for full acceptance.
4. That the period between July 1, 2002, and December 31, 2003 shall be used for the purpose of negotiating the amalgamation of this, the Security Officers collective agreement, with the Property Management and Parking Services collective agreement.
5. Subject to the successful conclusion of negotiations and agreement between the parties as per paragraph 4 above, the parties agree to submit a joint application to the Canada Industrial Relations Board for the amalgamation of the Security Officers bargaining unit and the Property Management and Parking Services bargaining unit.

Signed this 29th day of June, 2002.

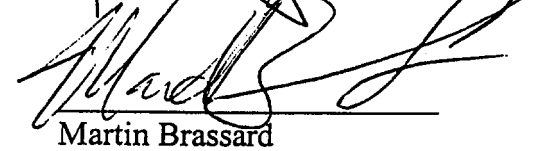
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DES ARTS



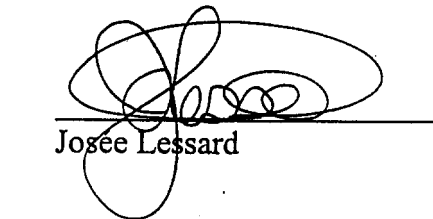
Sophia Frottier



Gilles Landry

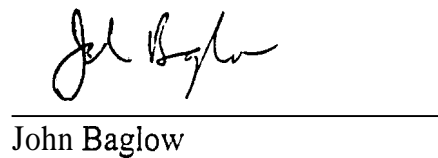


Martin Brassard

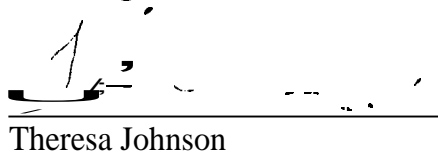


Josée Lessard

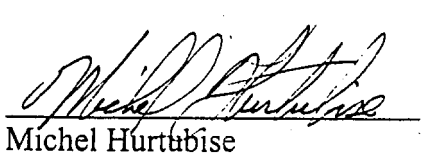
L'ALLIANCE DE LA FONCTION
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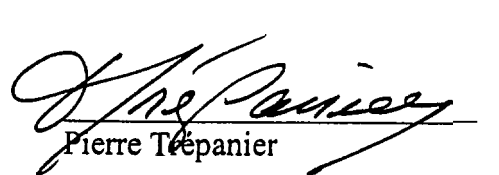
John Baglow



Theresa Johnson



Michel Hurtubise



Pierre Tépanier

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THIS COLLECTIVE AGREEMENT made in duplicate in the City of Ottawa in the Province of Ontario, this _____ day of _____ in the year 2003.

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, Parking Services, and Security Officers Group.

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 to the employees.
- 1.02 The parties to 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 parties to this Collective Agreement are subject to the provisions of the Canada Labour Code.



ARTICLE 2 - INTERPRETATION AND DEFINITIONS

Group A Employees : includes all Property Management employees and Parking Services employees formerly the Property Management and Parking Services bargaining unit 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”.

Group B Employees : includes all Security employees formerly the Security Officers bargaining unit described in the certificate issued by the Canada Labour Relations Board on the 14th day of December 1972, and amended by the parties on September 1, 1981, and further amended on November 28th, 1984 as “A unit of employees of the National Arts Centre, Ottawa, Ontario, classified as Security Officers, excluding Director of Security and Assistant to the Director of Security”.

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 Article 4;
- c) “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) **Applicable to Group A Employees:** “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) **i) Applicable to Group A Employees:**
A “continuing employee” means an employee engaged for an indefinite period of time which is expected to extend beyond a period of six (6) months;
- ii) Applicable to Group B Employees:**
A “continuing full-time employee” means an employee engaged on a full-time basis for an indefinite period of time.
- 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) **Applicable to Group A Employees:** “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 00:01 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”:
 - i) **Applicable to Group A Employees:**
 “Part-time employee” means an employee who is scheduled to work on a regular basis fewer hours than a full-time employee;
 - ii) **Applicable to Group B Employees:**
 “continuing part-time employee” means an employee who is normally scheduled to work one or two part-time shifts on a regular basis and who may work extra shifts to replace continuing full-time employees or may work minimum four (4) hour calls.
- 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 as specified in Appendix A;
- 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 between the Employer and the Alliance.

Applicable to Group A Employees: 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%) times the straight-time rate;
- x) “Ward” means a person who is without full legal capacity or is otherwise incapable of managing his own affairs and whose person, property or rights are under the protection of another person known as a guardian.
- y) “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 version of this Agreement shall be official.
- 3.04
 - i) 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.
 - ii) The Employer agrees to provide to Local 70291 ten (10) additional hard copies in both official languages and the French and English electronic

version of the Collective Agreement within ten (10) weeks of the signing of the Agreement.

- iii) The Employer agrees to provide to new employees a copy of the Collective Agreement in the official language of their choice within the first working week of their employment.
- iv) The Employer agrees to provide to the Alliance twenty (20) additional hard copies in both official languages and the French and English electronic version of the Collective Agreement within ten (10) weeks of the signing of the Agreement.

3.05 Bargaining Unit Work

a) Applicable to Group A Employees:

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

b) Applicable to Group B Employees:

The Employer agrees to employ continuing, part-time and temporary employees to handle its normal security and policing duties. In the event of special occasions, or emergencies, the Employer has the right to hire on a provisional basis other personnel to whom this agreement will not apply, provided that such hiring is only to satisfy the needs of such special occasions or emergencies, and shall not cause a reduction in hours or lay-off of any of the employees covered by this Agreement.

ARTICLE 4 - RECOGNITION

4.01 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.

4.02 **Applicable to Group A Employees:**

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”;

4.03 **Applicable to Group B Employees:**

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 14th day of December, 1972, and amended by the parties on September 1, 1981, and further amended on 28 November, 1984 as : “A unit of employees of the National Arts Centre, Ottawa, Ontario, classified as Security Officers, excluding Director of Security and Assistant to the Director of Security.”

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 a) The Employer agrees to provide Local No. 70291 with a local on its premises in a convenient location.
- b) The Employer agrees to introduce newly hired employees who are members of the bargaining unit to the President of Local 70291 or his alternate as soon as possible after the hiring date. The Employer will introduce during the life of the collective agreement an orientation program for new employees. The Employer will engage in meaningful consultation with the Alliance concerning its participation and involvement in the program.
- 5.04 The Alliance may choose four (4) stewards, one from each of the General Maintenance, General Trades, Parking Services and Security Officers, 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 six (6) persons, not more than two (2) of whom shall be representatives from the Alliance's office and not more than four (4) of whom shall be employees (one (1) from General Maintenance, one (1) from General Trades, one (1) from Parking Services, and one (1) from Security Officers).
- b) The Alliance shall recognize a bargaining committee of not more than six (6) 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 whose doctrine prevents them, as a matter of conscience, from making financial contributions to an employee organization and they will make contributions to a charitable organization equal to dues, provided that the affidavit submitted by the employee identifies the religious

organization and the affidavit 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 **Applicable to Group A Employees:** 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.
- 8.02 **Applicable to Group B Employees:** In view of the orderly procedure for the settlement of complaints, and grievances as established herein, there shall be no lock-out by the Corporation and no strike, sit-down, slow-down, stoppage of work, or any act of a similar nature which would interfere with the efficient security operation of the Corporation by the

Alliance, its officers, agents, and the employees 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 shall be submitted to the Senior Director, Operations or designates, at each stage of the grievance procedure. The Senior Director, Operations shall be responsible for forwarding the grievance to the appropriate Employer's representative authorized to deal with grievances as well as for providing the grievor and the Steward, if applicable, with a dated and signed copy of the grievance.
- b) The designated Manager shall be responsible for forwarding the grievance to the appropriate Employer's representative authorized to deal with the grievance as well as for providing the grievor, the Local President and the Steward, if applicable, with a dated, numbered 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 a) 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.
- b) 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 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 Security Officers Director, or designate, shall be the Employer's representative authorized to deal with Security Officers' grievances at Stage 1. The designate 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 thirty (30) 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 notification shall contain details of the matter at issue, the specific Articles violated, if applicable, and the redress requested.
- 10.02 Within ten (10) days of the date of delivery of the foregoing notice, the parties shall attempt to agree to the appointment of an Arbitrator.
- 10.03 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 Minister of Human Resources Development 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 disciplinary action. A copy of the letter shall be provided to the Local President and the designated Steward.

11.04 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.

11.05 **Applicable to Group A Employees:**

- a) 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.
- b) 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.

11.06 Applicable to Group B Employees:

When an unsatisfactory report is placed on an employee's file, the employee concerned must be given an opportunity to sign the report in question to indicate that its contents have been read. Reports relating to an offence which appears in the file of an employee will be removed from the employee's file and destroyed after a period of eighteen (18) months from the date of the offence. The incidents giving rise to the said reports shall in no way be referred to or considered thereafter.

ARTICLE 12 - LAY-OFF AND RECALL

12.01 Applicable to Group A Employees:

- a) 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.
- b) 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.
- c) 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.
- d) 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.

- e) 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.
- f) Employees concerned shall be considered on a priority basis, for any new or vacant positions, if qualified.
- g) If an employee is laid-off and is not recalled to work within one (1) year that employee ceases to be an employee.
- h) 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.

12.02 Applicable to Group B Employees:

- a) 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. Employees shall be laid-off in the reverse order of their seniority in Group B, provided that the employees retained to perform the work available during a lay-off shall be the employees who are competent and willing to perform the work required. When competence and willingness are equal in the judgement of the Corporation, seniority in Group B shall govern.
- b) Recall after lay-off shall be in order of seniority in Group B.
- c) The Corporation undertakes to give continuing employees who are to be laid off as much advance notice as possible and in no case less than one (1) month.
- d) During the period of notice the employee shall be granted reasonable time off with pay to seek other employment and the Corporation will make all reasonable effort to place the employee in other positions within the Corporation.
- e) Article 12.02 d) shall not apply in the case of temporary lay-offs of three (3) months or less.

12.03 **Minimum Staffing – Applicable to Group A Employees :**

- a) The Employer agrees during the life of the collective agreement to maintain a minimum service level to ensure the safety of the NAC. This minimum service level shall include all full-time continuing employees with thirteen (13) years of service upon settlement. In addition, the Centre guarantees all full time continuing employees with ten (10) years of service upon settlement, a minimum lay off notice of four (4) months or payment in lieu of four (4) months notice.
- b) These shall be continuing full-time employees on strength as of the signing of the collective agreement. Any members of Group A beyond these levels who are laid off shall be subject to the lay off and recall provisions in Article 12.01.
- c) Should the Centre implement the above minimal staffing levels, and in the spirit of preserving full time employment, the parties will mutually determine and agree upon work schedules that meet the operational and safety needs of the Centre.
- d) The above provisions may not be applied under circumstances whereby the employer is not able to operate the centre due to “force majeure” or a labour dispute with a duration over six (6) months.

12.04 **Minimum Staffing – Applicable to Group B Employees :** see Article 15.03 b) of this Collective Agreement

ARTICLE 13 - TECHNOLOGICAL CHANGE

13.01 **Applicable to Group A Employees:**

“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,
- c) 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.
- d) The notice shall be in writing and shall state:
 - i) the nature of the technological change;
 - ii) the date on which the Corporation proposes to effect the technological change;
 - iii) the approximate number and type of employees likely to be affected by the technological change;
 - iv) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected; and
 - v) such other information as required by federal regulations made pursuant to Subsection 52(3) of the Canada Labour Code.
- e) The Corporation agrees to update the information provided as new and significant developments and modifications arise.
- f) 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.

- g)
 - i) 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.
 - ii) 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.
 - iii) Employees who agree to a retraining programme shall retain their full pay and seniority during the retraining period.

13.02 Applicable to Group B Employees:

The provision of the Canada Labour Code apply to Group B Employees.

ARTICLE 14 – SENIORITY

14.01 Applicable to Group A Employees:

- a) 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.
- b) 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.
- c) Full-time continuing employees who are appointed to the Corporation or who are promoted within Group A shall be on probation for a period of :
 - i) six (6) months if the appointment or promotion is to a classification requiring shift work in the Property Management Section.
 - ii) three (3) months for all other appointments or promotions. The Corporation may extend the probationary period for an additional one month period.

- d) Employees who are appointed or promoted to part-time positions within Group A 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.
- e) 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.
- f) Seniority rights of an employee shall cease when the employee :
 - i) resigns;
 - ii) is discharged and not reinstated in his position through the grievance or arbitration procedures;
 - iii) abandons his/her position as set out in Article 26;
 - iv) is laid-off and not recalled within a twelve (12) month period;
 - v) 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.
- g) The employee retains and accumulates seniority rights if :
 - i) he is absent due to illness or accident for a period less than twenty-four (24) months;
 - ii) he is absent or on leave authorized by the present Collective Agreement.
- h) The employee retains but does not accumulate seniority rights ;
 - i) during the laid-off period, if he is recalled to work within twelve (12) months ;

- ii) 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.
- i) 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.

14.02 Applicable to Group B Employees:

- a) In this Agreement, seniority is based upon length of service as a continuing full-time employee within Group B and shall be used in determining preference or priority for promotions, lay-offs, recalls, shift work and vacation periods within Group B.
- b) Continuing full-time employees hired into Group B are considered to be probationary employees for the first ninety (90) days. This initial probationary period may be extended by an additional ninety (90) days. Probationary employees shall have no seniority rights under this Agreement and may be discharged by the Corporation at its discretion during that period. An employee, during his initial probationary period, does not have access to the grievance and arbitration procedures contained in this Agreement.
- c) Notwithstanding Clause 14.02 a), in Group B, a continuing part-time employee shall acquire or be entitled to exercise seniority rights for purposes of determining preference or priority for promotions, lay-offs, recalls, shift work and vacation periods, after he has completed his probationary period (or extended probationary period). Seniority shall count from the first day worked.
- d) The first two hundred and fifty (250) hours shall be considered the probationary period during which a continuing part-time employee does not have access to the grievance and arbitration procedures contained in the Agreement, and may be

discharged by the Corporation at its discretion. This probationary period may be extended by an additional one hundred (100) hours at the discretion of the Employer.

- e) All seniority rights of an employee shall cease only for any of the following reasons :
- i) He resigns;
 - ii) He is discharged and not reinstated through the Grievance or Arbitration Procedures;
 - iii) He fails to return from authorized leave unless such failure to return is proven to the satisfaction of the Employer to have been due to causes beyond the employee's control;
 - iv) He fails to report for work after a lay-off within ten (10) calendar days of the date on which the notice of recall was postmarked unless such failure is proven to be due to causes beyond the employee's control. The notice will be sent by registered mail to the last address of the employee of which the Employer has record. An employee is responsible for advising the Employer in writing of any change of address at all times.
 - v) He is laid off for a period longer than three (3) consecutive months;
 - vi) He retires;
 - vii) He attains the regulatory retirement age specified by Canada Pension Plan or the Québec Pension Plan, whichever is applicable to the individual.
 - viii) If he is absent due to illness or accident (at work or not) for a period of twenty-four (24) months or more with the exception of part-time employees, in which case this period is for six (6) months. However, an employee who returns to work after the twenty-fourth (24th) month, or after the twelfth (12th) month in the case of part-time employees with five (5) years or more of seniority, of absence due to illness or accident, can return to a vacant position only for which he has the required competence and if he is capable to accomplish the duties of that position.
- f) Seniority ceases to accumulate during the period an employee is laid-off.

- g) The Employer shall maintain a seniority list showing that date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Alliance and posted on the bulletin board at Stagedoor in January of each 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 00:01 hrs;
- b) "week" means a period of seven (7) consecutive days beginning at 00:01 hrs Sunday and ending at 24:00 hrs the following Saturday.

15.02 **Applicable to Group A Employees:**

A) 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.

B) Scheduling

- a) With the exception of 15.02 B) b) and 15.02 C) **(2)** c) (iii), the Employer shall make every reasonable effort not to schedule the commencement of a shift within fifteen and one-half (15½) 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 (8½) 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 **(2)** 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.

C) Hours of Work in the 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 15.02 C) (1) c) the Employer may, in the case of emergency, change this schedule temporarily for the employees require for the duration of the emergency.
 - i) 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. Changes 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 15.02 C) (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 15.02 C) (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.

(3) 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 (8½) consecutive hours, exclusive of a one-half (½) 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 schedule 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 (8½) 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%). 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, if an employee must cancel his scheduled shift and is unable to exchange shifts as per 15.02 B) d) above, the following procedure will apply:
On the basis of seniority and training:
 - 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:
 - a) full-time employees shall be offered the opportunity first, then part-time employees if the work is to replace a full-time employee.
 - b) 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.

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 **(4)** 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.
- f) Property Management Department employees shall be allowed five (5) minutes wash-up time before their lunch break and before their quitting time.

15.03 Applicable to Group B Employees:

- a) Subject to the conditions of this Article, the Employer shall schedule hours of work and meal periods. The Employer will provide for rest periods, the timing of which will be at his discretion.
- b) The Employer agrees during the life of the collective agreement to maintain a minimum service level of six (6) employees working forty (40) hours per week and five (5) days per week and three (3) employees working thirty-two (32) hours per week and four (**4**)days per week. The employees will be scheduled in accordance with the sample schedule at Appendix "G".
- c) Changes to the manner of scheduling shall be by mutual consent of the Alliance and the Corporation. (See Appendix "G" for a sample schedule).
- d) Notwithstanding Clause 15.03 c) above the Employer may, in the case of an emergency, change this schedule temporarily for the employees required for the duration of the emergency.
- e) The general work schedule is determined according to Appendix "G" so that full-time employees:
 - i) work seven and one-half (7½) hours per day within a period of eight (8) consecutive hours, inclusive of a one-half (½) hour paid lunch period;
 - ii) obtain days of rest which are consecutive and not less than two (**2**);
 - iii) work assignments within a full-time shift shall be scheduled on a rotating basis in the various posts and duties, except in the case of special events.
- f) An employee shall be required to remain on the Employer's premises during his scheduled eight (8) hours and must be readily available during his scheduled one-half (½) hour paid lunch period and may be required to perform emergency functions.

- g) If an employee is required to perform emergency functions during his one half (½) hour paid lunch period no additional time will be granted.
- h) Employees scheduled to work on a regular basis thirty-two (32) hours per week will be given priority to replace employees scheduled to work on a regular basis forty (40) hours per week on annual leave, leave of absence, etc. in order that employees scheduled on a thirty-two (32) hour work week work up to forty (40) hours per week at straight time. However it is the Employer's right to decide to do such replacements.
- i)
 - i) The Employer shall set up a master work schedule for a minimum fourteen (14) day period, posted seven (7) days in advance which will cover the normal requirements of the operations.
 - ii) Continuing part-time and temporary employees shall be paid for the time actually worked or a minimum of four (4) hours pay at straight time, whichever is the greater in accordance with the applicable rate of pay specified in Appendix "A" of this Agreement. However, if an employee requests and is granted permission to leave before the end of his minimum four (4) hour work period, he shall be paid for only those hours which he worked.
- j)
 - i) Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
 - ii) Where feasible, when employees are being contacted to work as replacements on shifts scheduled for more than twenty-four (24) hours later and it is possible for a message to be left, employees shall be given one-half (½) hour to respond to accept or reject the shift.
- k) An employee who is required to change his scheduled shift on the master work schedule without receiving at least three (3) days notice in advance of the starting

time of such change in his scheduled shift, shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1%). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.

- l) The Employer shall make every reasonable effort:
 - i) To schedule hours of work to the mutual satisfaction of the employees and the Employer.
 - ii) Not to schedule the commencement of a shift within sixteen (16) hours of the completion of a continuing full-time employee's previous shift and within eight (8) hours of the completion of a continuing part-time employee's previous shift.
- m) It is also recognized that the meal period may be staggered for employees. However, the Employer will make every effort to schedule meal periods at times convenient to the employees.

ARTICLE 16 - OVERTIME

16.01 Applicable to Group A Employees:

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.

- c) 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 (1½ T) for the first eight (8) hours and double time (2T) thereafter.
- d) 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.
- e) Overtime at time and one-half (1½ 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.
- f) Notwithstanding paragraph c) above, overtime worked on a Sunday shall be paid at double time (2T).
- g) An employee is entitled to overtime compensation under Article 16.01 c), d), e) and f) 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.
- h) At the request of the employee, overtime shall be compensated in equivalent time off with pay subject to operational requirements.
- i) Overtime compensation shall be paid or taken in compensatory leave no later than the twelfth (12th) 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.
- j) 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.
- k) i) The Employer shall make every reasonable effort to allocate overtime hours on an equitable basis over the fiscal year to employees of the same

classification who, in the opinion of the Employer, are qualified to perform the available work. For the purpose of this clause, the total overtime hours 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 hours 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 accumulated hours of overtime. Employees will be charged with the overtime hours whether they have accepted or refused to work the overtime hours.
 - 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.
- l) Except in cases of emergency or call-back, the Employer shall give at least four **(4)** hours' notice of any requirements for overtime work.
- m) Starting and finishing times of overtime work will be recorded by each employee in the manner set out by the Employer.
- n) There shall be no pyramiding of overtime.
- o) 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.

- p) 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 ten dollars (\$10.00).
- q) Reasonable time with pay shall be allowed to the employees to eat a meal either at or adjacent to their work station.
- r) 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.

16.02 Applicable to Group B Employees:

- a) "Overtime" means authorized work performed in excess of or outside of an employee's daily or weekly hours of work (i.e. eight (8) hours per day, forty (40) hours per week). Overtime will be offered to employees in order of seniority and according to opportunity. However, it is the Employer's right to decide if the work available is to be performed at overtime rates or performed in accordance with Clauses b) and c) below.
- b) available hours will be offered to the employees from the Usher's bargaining unit provided such work is performed at straight time rates.
- c) nevertheless, if the Employer is unable to find any such person as described in paragraphs a) and b) above, the Employer may choose to apply Clause 3.05 b) of the collective agreement.
- d) "Straight time rate" means the hourly rate of pay as specified in Appendix "A".
- e) "Time and one-half" means one and one half times (1½ T) the straight time rate.
- f) "Double time" means two times (2T) the straight time rate.

- g) subject to operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis.
- h) except in cases of emergency, call back, shift cancellation or mutual agreement, the Employer shall whenever possible, give at least four **(4)** hours notice of any requirements for overtime work.
- i)
 - i) The Employer shall post a list showing when overtime opportunities have been offered to employees and indicating whether the overtime was worked or not worked.
 - ii) Employees will be given opportunity to perform the overtime work in ascending order of recorded opportunities. Employees shall be charged with one opportunity with every offer of overtime whether they have worked or not worked the overtime.
 - iii) 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.

Subject to Clause 16.02 n), overtime shall be compensated for at the following rates:

- j) Time and one-half (1½ T) except as provided in Clause 16.02 k);
- k)
 - i) double time (2T) for all hours of overtime worked in excess of seven and one-half (7 ½) consecutive hours of overtime in any continuous period;
 - ii) for employees of forty (40) hours per week who have completed forty (40) hours of work in that week at straight time, time and one-half (1½T) for the hours worked on the first day of rest, and double time (2T) for hours worked on the second day of rest. However, employees who were offered to work on the first day of rest and decline the offer will be paid time and one-half (1½T) for the hours worked on the second day of rest;

- iii) for employees regularly scheduled to work thirty-two (32) hours per week who were given the opportunity to work an extra shift of eight (8) hours at straight time and therefore have completed forty (40) hours of work for that week, they will be paid:

Subject to iii) above

- * time and one-half ($1\frac{1}{2}$ T) for the hours worked on the first day of rest;
- * double time (**2 T**) for the hours worked on the second day of rest. However, employees who were offered to work on their first day of rest and decline the offer will be paid time and one-half ($1\frac{1}{2}$ T) for the hours worked on the second day of rest.
- * double time (**2 T**) for the hours worked on the third day of rest. However, employees who were offered to work on their first day of rest and/or on their second day of rest and decline the offer they will be paid time and one-half ($1\frac{1}{2}$ T) for the hours worked on their third day of rest.
- 1) An employee who is required to work on a designated paid holiday following a day of rest on which he also worked and received overtime in accordance with Clause 16.02 j) k), l) and m) shall be compensated for hours worked at the rate of “double time” (2 T) for all the time worked. This is in addition to the holiday pay provided for in Article 21.
- m) An employee who works the first shift of a week shall be paid time and one-half ($1\frac{1}{2}$ T) if he has worked the last shift of the previous week.
- n) An employee is entitled to overtime compensation under Clause 16.02 j) k), l) and m) for each completed period of fifteen (15) minutes of overtime worked by him:
 - i) when the overtime work is authorized in advance by the Employer, and
 - ii) when the employee does not control the duration of the overtime worked.

- o) An employee who is recalled to work overtime after having left the Corporation premises and reports for work will be granted a minimum of four **(4)** hours compensation at the applicable overtime rate.
- p) If an employee is required to work three **(3)** hours or more immediately before or following his regularly scheduled hours of work or is required to work for five **(5)** hours or more on a day of rest or on a designated paid holiday, he shall receive a meal allowance of nine dollars and forty cents **(\$9.40)**. Reasonable time with pay, to be determined by the Employer, shall be allowed to the employee in order that he may eat his meal either at or adjacent to his place of work.
- q) In no case shall overtime accrue on overtime.

ARTICLE 17 - CALL BACK

17.01 Applicable to Group A Employees:

- a) 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.
- b) 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.

17.02 Applicable to Group B Employees:

An employee who is recalled to work overtime after having left the Corporation premises and reports for work will be granted a minimum of four **(4)** hours compensation at the applicable overtime rate.

ARTICLE 18 - PREMIUMS

18.01 Applicable to Group A Employees:

- a) Employees who work from midnight to 08h00 Monday to Saturday will receive a shift premium of sixty-five cents (\$0.65) per hour for all hours worked.
- b) Full-time continuing employees who work on Sunday will receive a premium of sixty- five cents (\$0.65) per hour for all hours worked.

18.02 Applicable to Group B Employees:

Employees who work between the hours of midnight to eight (8) **AM**, shall receive a shift 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 Applicable to Group A Employees:

- a) When employees are required to report for work on a day of rest, or designated paid holiday, they will be paid the greater of :
 - i) compensation at the applicable overtime rate, or
 - ii) 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.
- b) 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 Applicable to Group A Employees:

- 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 ($1 \frac{1}{4}$) days per month, if the employee has completed less than eight (8) years of service;
 - ii) one and two-thirds ($1 \frac{2}{3}$) days per month, if the employee has completed eight (8) years of service;
 - iii) two and one-twelfth ($2 \frac{1}{12}$) 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 pro-rata 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.

- d) 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).
- e) 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.
- f) On transfer to another government organization, employees may transfer up to fifteen (15) days annual leave provided this is acceptable to the new employer.
- g)
 - i) 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.
 - ii) Employees will submit their request for vacation leave before 1 April of each year. Where there are more requests for a vacation period that can be allowed, seniority shall prevail.
 - iii) A schedule showing the vacation periods and the employees booked for these periods shall be posted by 15 April.
 - iv) 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 20.01 g) iii)

- v) With the permission of the Corporation, employees may exchange vacation periods.

- h) 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.

- i) 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.

- j) Employees with one or more years of 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:
 - i) 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.

 - ii) 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.

- k) Employees engaged on a part-time basis shall be paid, in lieu of vacation leave, an 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.

- l) Recall from Vacation Leave
 - i) The Corporation will make every reasonable effort not to recall employees to work after they have proceeded on Vacation Leave.

- ii) 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:
 - a) 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
 - b) for any reasonable charges that result from cancellation of any reservation held in connection with the interrupted vacation.

20.02 Applicable to Group B Employees:

- a) For each calendar month in which a continuing full-time 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 ($1 \frac{1}{4}$) days per calendar months, if the employee has less than eight (8) years of service;
 - ii) one and two thirds ($1 \frac{2}{3}$) days per calendar month if the employee has completed eight (8) years of service, commencing with the month in which he earns at least ten (10) days pay following the date on which he completes eight (8) years of service;
 - iii) two and one-twelfth ($2 \frac{1}{12}$) days per calendar month if the employee has completed eighteen (18) years of service, commencing with the month in which he earns at least ten (10) days pay following the date on which he completes eighteen (18) years of service.
- b) Where an employee has earned less than ten (10) days' pay in a given calendar month, he shall be entitled to an amount equal to six percent (6%) of his gross earnings for said calendar month that he would otherwise be entitled to under a) (i), six point five percent (6.5%) that he otherwise would be entitled to under a) (ii), and

seven percent (7%) that he would otherwise be entitled to under a) (iii). This amount shall become due and payable during a mutually agreed upon vacation leave period.

- c) If an employee leaves the Corporation for any reason during the leave year he will be paid for vacation earned that has not been taken or he will be charged for vacation taken which has not been earned. In the event of an employee's death, no charge shall be made for vacation which has not been earned.
- d) An employee will be granted an additional day of vacation leave when a designated holiday falls on a day which he is on vacation leave.
- e) Vacation leave will not be granted to an employee who has given notice of resignation from the Corporation. However, such an employee will be paid for vacation leave earned but not taken.
- f) 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 days' credit to the next fiscal year; however, no credits may, be carried over beyond January 6th.
- g) Vacation periods will be scheduled to suit the convenience of both the employee and the Employer, with consideration being given to workload and seniority.
- h)
 - i) An employee engaged on a part-time or temporary basis shall be paid, in lieu of vacation, an amount equal to six percent (6%) of his gross earnings; such amount to be added to each pay cheque. Also, part-time employees only are entitled to a maximum of three (3) weekends (six days) per fiscal year, of unpaid vacation leave, provided they have worked four hundred and sixteen (416) hours in the twelve (12) months immediately preceding the request for such leave.
 - ii) When a continuing part-time employee becomes a continuing full-time employee, the years of service shall be calculated on the pro-rata 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 agreement.

The parties agree to prepare a letter of understanding, after the signing of this Collective Agreement, on the setting up of a committee to determine the number of hours for each employee covered by this Article.

- i) i) The Employer shall pay to the employee in advance of a vacation leave of one (1) week or more, the estimated net salary payable during said leave.
- ii) The employee will give three (3) weeks notice, in writing, for advance payment prior to the anticipated date of departure.

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 Applicable to Group A Employees:

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.

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.

- c) 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.

- d) 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.

- e) i) Employees are not entitled to pay for a designated holiday that occurs in the first thirty (30) days of their employment.

ii) a) 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".

- b) 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.
- f) 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.

21.03 Applicable to Group B Employees:

- a) Clause 21.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated paid holiday.
- b) Continuing part-time or temporary employees who are required to work on a designated paid holiday will be compensated for hours worked at one and one-half times (1 ½ T) the stipulated hourly rate.
- c) If a designated holiday falls on an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day following his day of rest.
- d) If a designated holiday coincides with a day on which an employee works a regular shift, he shall receive, in addition to the pay he would have received had he not worked on the holiday, compensation in accordance with the applicable overtime provision (Clause 16.02 j), k), l) and m) and subject to 16.02 n)).
- e) i) Continuing part-time and temporary employees who are entitled to wages for at least ten (10) days out of thirty (30) days preceding the holidays designated in Clause 21.01 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 delineated in Appendix "A".

- ii) Continuing part-time and temporary employee who work less than ten (10) days in the thirty 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. This paragraph will apply to employees who were hired thirty (30) days or more prior to the designated holiday.
- f) Employees required to work on Christmas Day will be paid at two (2T) times the applicable rate delineated in Appendix "A".
- g) Employees shall be paid at least time and one half (1 ½ T) for work performed after 16:00 hours Christmas Eve and New Year's Eve.
- h)
 - i) All time worked by continuing part-time employees on Easter Sunday shall be paid at time and one half the applicable rate of pay in Appendix "A", provided that the employee does not qualify and therefore is not entitled to pay for Easter Monday as set out in article 21.03 b).
 - ii) Furthermore, if a part-time employee is also required to work on Easter Monday, for which he will be paid in accordance with article 21.03 b), the above paragraph i) does not apply.

ARTICLE 22 - SICK LEAVE

22.01 Applicable to Group A Employees:

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 twelve cents (\$0.12) 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.

Granting of Sick Leave

- e) Employees will be granted sick leave with pay when they are unable to perform their duties because of illness or injury provided that:
 - i) 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
 - ii) they have the necessary Sick Leave credits, and
 - iii) they provide the documents requested by the Corporation.
- f) 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 22.01 g) and 25.01 g).
- g) i) If the period of absence exceeds four **(4)** working days, and/or the employee has been granted sick leave without a medical certificate on eight (8) days in a fiscal year, the employee will submit a certificate signed by a qualified physician attesting to the illness.

- ii) When employees are absent because of illness for an entire scheduled shift the absence shall count as one day in respect to the eight (8) days set out in 22.01 g) i).
- h) 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:
 - i) two hundred (200) hours if a decision on an application for injury-on-duty leave is being awaited; or
 - ii) 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 leave from any sick leave credits from employees with two or more years of continuous service, shall not be unreasonably denied.
- i) 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.
- j)
 - i) 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.
 - ii) 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.
- k) Misuse of sick leave credits shall be considered a sufficient cause for discipline.

22.02 Applicable to Group B Employees:

- a) Continuing full-time employees shall earn sick leave credits at the rate of one and one-quarter (**1 1/4**) days for each calendar month for which they are entitled to pay, for at least ten (10) days. Unused credits shall accumulate from year to year without limit.
- b) The Corporation shall grant sick leave with pay to continuing full-time employees, chargeable against sick leave credited, whenever an employee is unable to perform his duties because of illness or injury, provided that:
 - i) he satisfies the Employer, by means of a written statement, that his condition prevented him from working;
 - ii) he has earned the necessary sick leave credits, and:
 - iii) a medical certificate, signed by a qualified medical practitioner, is presented as soon as practicable after return to work in support of a request for paid sick leave, when the condition preventing him from reporting for duty extends beyond a total of four (**4**) working days during one (**1**) period of disability or a total of eight (8) days during a fiscal year.
- c) Sick leave may be granted at the discretion of the Employer an advance up to a maximum of fifteen (15) days if credits have been exhausted. Leave used in advance is to be earned upon return to work, before further credits will accrue.
- d) Misuse of sick leave benefits may be considered a sufficient cause for dismissal.
- e) The Corporation may grant leave with pay to employees who are required to take specialized medical treatment (e.g. allergy shots). Such a period of leave shall be charged against the sick leave credits. Such leave shall not be denied.

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, step father, 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 alternatively father or mother of a common-law spouse/partner 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 four **(4)** days leave with pay, which must include the day of 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 and grandchild.

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

- a) The Corporation will grant leave with pay to employees for the period of time they are required:
 - i) to be available for jury selection;

 - ii) 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;

 - iii) 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;

- i v) 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
- v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

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

Applicable to Group B Employees:

- a) At its discretion the Corporation may pay towards the legal costs and expenses, including loss of salary, if any, incurred by an employee by virtue of the proper performance of his employment duties. Such payment will not be withheld without a reason.
- b) Employees scheduled to work on the afternoon or night shift and who are required by subpoena to attend court proceedings for cases related to their duties as security officers for the Employer, will be paid at straight time rate for the hours spent at such proceedings. The employees are required to work their normal shift at straight time pay.

23.05 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.

23.06 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.

23.07 Applicable to Group A Employees:

a) **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.

b) **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.

23.08 Applicable to Group B Employees

Leave with or without Pay

With four (4) weeks' advance notice, at the discretion of the Employer and with prior authorization, leave with or without pay may be granted without penalty for up to forty (40) consecutive days. Such leave shall not be unreasonable denied.

ARTICLE 24 – MATERNITY AND PARENTAL LEAVE

24.01 Maternity Leave

- 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 Clause.

- 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) In order to apply for this leave, an employee shall provide the Corporation with written notification of her condition at least four (4) weeks in advance of the anticipated date for the commencement of such leave, unless there is a valid reason why notice cannot be given. The written notice shall include:
 - i) an application for leave showing the length of the leave to be taken,
 - ii) a certificate from a qualified medical practitioner certifying that she is pregnant, and specifying the anticipated date for termination of her pregnancy.

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

- ii) **An** employee's request under clause (i) must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating the expected duration of the potential **risk** and the activities or conditions to avoid in order to eliminate the risk.
- iii) **An** employer to whom a request has been made under clause 24.01 d) i) shall examine the request in consultation with the employee and, where reasonably practicable, shall modify the employee's job functions or reassign her.
- iv) **An** employee who has made a request under 24.01d)i) is entitled to continue in her current job while the employer examines her request, but if the **risk** posed by continuing any of her job functions so requires, she is entitled to and shall be granted a leave of absence with pay at her regular rate of wages until the **NAC**:
 - a) modifies her job functions or reassigns her, or
 - b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her and that pay shall for all purposes be deemed to be wages.
- v) The onus is on the **NAC** to show that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable.
- vi) Where the **NAC** concludes that a modification of a job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the employer shall so inform the employee in writing.
- vii) **An** employee whose job functions are modified or who is reassigned shall be deemed to continue to hold the job that she held at the time of making the request at 24.01d) i) above, and shall continue to receive the wages and benefits that are attached to that job.

- viii) An employee referred to in Article 24.01d)v) above is entitled to and shall be granted a leave of absence for the duration of the risks as indicated in the medical certificate.
 - ix) An employee who is pregnant or nursing is entitled to and shall be granted a leave of absence during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth, if she provides the employer with a certificate of a qualified medical practitioner of her choice indicating that she is unable to work by reason of the pregnancy or nursing and indicating the duration of that inability.
 - x) An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two weeks notice in writing to the employer of any change in the duration of the risk or in the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given, and such notice must be accompanied by a new medical certificate.
- 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) Every employee who has completed **six (6)** consecutive months of continuous employment with an employer is entitled to and shall be granted a leave of absence from employment as follows:
 - i) subject to clause (b), where an employee has or will have the actual care and custody of a new-born child, the employee is entitled to and shall be granted a leave of absence from employment of up to thirty-seven (37) weeks in the fifty-two (52) weeks period beginning on the day on which the child comes into the employee's care and,

- ii) subject to clause (b), where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee is entitled to and shall be granted a leave of absence from employment of up to thirty-seven (37) weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.
- b) The total amount of leave of absence from employment that may be taken by two employees as parental leave in respect of the birth or adoption of any one child shall not exceed thirty-seven (37) weeks.
- c) Employees will be responsible for their share of costs of benefit plans in which they are enrolled for the leave period.
- d) 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 installments deducted from salary over a period of time equal to the time the employee was on leave.
- e) When the employee's new born child is born prematurely or is born with, or contracts, a condition that requires hospitalization, within the period that the employee is receiving employment 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 Employment Insurance Act.

24.03 **General Conditions**

- a) Employees who take a leave of absence for either Maternity Leave or Parental Leave as described in Clauses 24.01 or 24.02 will, on written request, be informed of every promotion or training opportunity that arises during the period of their absence, for which they are qualified.
- b)
 - i) Upon expiry of the leave period, the employee will be reinstated in the position occupied at the commencement of the leave; or
 - ii) Where for any valid reason, the Corporation is unable to reinstate the employee in the position as stated in 24.03b) i) the employee will be reinstated in a comparable position, with the same salary and benefits and in the same geographic area.
- c) Should the Corporation undergo organizational changes during the absence of an employee taking leave as described above, and wages and benefits for the group in which the employee works, are changed as a result of this reorganization, the employee on being reinstated under this article will receive the wages and benefits in respect of that employment which the employee would have been entitled to receive had that employee been working when the reorganization took place.
- d) The Corporation will notify the employee in writing of any changes to wages and benefits, as soon as possible.
- e) An employee who takes leave as described above will continue to accumulate seniority during the entire period of the leave.
- f) Time spent on leave granted pursuant to Clause 24.01 and 24.02 shall be counted for pay increment purposes.

- g) 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.
- h) The total amount of leave that may be taken by one or two employees in respect of the same birth shall not exceed fifty-two (52) weeks.

ARTICLE 25 - LEAVE – GENERAL

25.01 Applicable to Group A Employees:

- a) 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.
- b) When the employment of an employee, who has been granted more vacation or sick leave with pay than has been earned, is terminated by lay-off, 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.
- c) 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.
- d) 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.
- e) 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.

- f) 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.
- g) 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, while 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

Applicable to Group A Employees

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 Applicable to Group A Employees:

In recognition of length of service and subject to Articles 27.01 .g) and h), 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 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 closing 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 ($\frac{1}{2}$) 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 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 ½) 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 completed year of continuous service with a maximum of twenty-eight (28) weeks' pay.

e) **Death**

If a full-time employee deceases there shall be paid to their estate one (1) week's pay for each complete year of continuous service, to 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.

- g) 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.

h) **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.

i) **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.

27.02 Applicable to Group B Employees:

Under the following circumstances and subject to Clause 27.02 h), a continuing employee shall receive severance benefits calculated on the basis of their weekly rates of pay:

a) **Lay-off**

i) On first lay-off, two (2) week's pay for the first year of continuous service with the Corporation and one (1) week's pay for each additional complete year of continuous service with a maximum benefit of twenty-eight (28) weeks.

ii) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous service with the Corporation with a maximum of twenty-seven (27) weeks.

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 closing of a facility or reduction of the

work force for a period of three (3) months or less. During a 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**

On resignation with ten (10) or more years of continuous service, one-half (1/2) week's pay for each completed year of continuous service with a maximum pay benefit of thirteen (13) weeks.

This clause is applicable only to the following persons currently employed:

LEMIEUX, Pierre

VACHON, Sylvie

PICARD, Charles

LABELLE, Robert

TRÉPANIÉ, Pierre

d) **Retirement**

On retirement, when a continuing employee is entitled to an immediate annuity under the term of the Public Service Superannuation Act, or is entitled to an annual allowance under the same Act, one (1) week's pay for each year of continuous service with a maximum of twenty-eight (28) weeks.

e) **Death**

If a continuing employee dies, there shall be paid to his estate, one (1) week's pay for each year of continuous service to a maximum of twenty-eight (28) weeks, regardless of any other benefit payable.

f) **Rejection on Probation**

When an employee is transferred from another bargaining unit and is subsequently rejected during the probation period and terminated from the Corporation, one (1) week's pay for each complete year of continuous service with a maximum benefit of twenty-eight (28) weeks.

g) **Termination for Incapacity**

On termination for reasons of incapacity, one (1) week's pay for each complete year of continuous service, with a maximum benefit of twenty-eight (28) weeks.

h) Severance benefits payable to an employee under this Article shall be reduced by any period of continuous service in respect of which the employee was already granted severance pay, retiring leave or cash gratuity in lieu of retiring.

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 Meeting of these Committees will be held on the Employer's premises and without loss of pay. Meetings of the Committee shall be held when necessary as mutually agreed upon. Either party may request, in writing, a meeting of the Joint Consultation Committee and such meeting will be held within two (2) weeks of the request.

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.

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 Joint Workplace Health and Safety 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 Joint Workplace Health and Safety Committee.

b) The Joint Workplace 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) lunch room;
- b) change room with individual lockers;
- c) shower room.

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

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

- 31.01 a) Employees shall wear safety equipment provided by the Employer during their working hours.
- b) Employees in the bargaining unit shall wear the uniform provided by the Employer during their working hours.

31.02 Applicable to Group A Employees:

- 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/swear-shirts.
- c) It shall be the responsibility of the Corporation to clean, launder and maintain all clothing issued.

- d) The Corporation will also provide for use as required :
 - i) hard hats;
 - ii) protective eye wear;
 - iii) coveralls/smocks;
 - iv) rubber boots;
 - v) rain coats;
 - vi) gloves;
 - vii) flashlights;
 - viii) safety footwear;
 - ix) safety vests.

- e) The parties must agree on the quality and the type of uniform to be worn with due consideration for issues of safety, cost, consistency and presentation to the public.

31.03 Applicable to Group B Employees:

- a) The Employer shall supply at his cost a uniform to all employees, to be replaced as required including a jacket, two (2) pairs of trousers, two (2) ties and four (4) shirts and one pair of safety shoes. These articles must be worn by each employee only while on duty and shall remain the property of the National Arts Centre.

However, the continuing full-time employees will be supplied two (2) jackets.

- b) The Employer shall supply winter and rain coats to be worn by Security Officers while on duty. Three coats of each type shall be supplied in appropriate sizes.

- c) It shall be the responsibility of the Employer to clean, launder and maintain all clothing issued.

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.

Applicable to Group A Employees:

32.04 The Centre shall provide each employee who is 55 years of age or over with a detailed statement of pension contribution and estimated entitlement on an annual basis. The information will be provided by March 31st of each calendar year. Official quotes will remain the responsibility of the pension plan - Superannuation of Canada.

ARTICLE 33 - POSTING OF NOTICES

- 33.01** a) 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.
- b) In addition, the employer agrees to provide additional space (**32" x 42"**) on the main bulletin board area for the posting of notices by the Alliance. Should the employer decide to remove the main bulletin board during the life of the agreement, consultation will be held with the Union on the matter.

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** a) 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.
- b) 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** 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

- 35.01 a) Members shall be allowed the staff preferred parking rate by the National Arts Centre.
- b) The Employer will provide one (1) parking spot, at no cost to the employee, from 24:00 to 8:00 Monday to Friday and 24:00 to 12:00 Saturday and Sunday for Data Control employees working the night shift.
- 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.

35.04 Applicable to Group B Employees:

The NAC confirms that, following the ratification of this agreement, it will not increase the staff preferred parking rate of the Group B Employees for the duration of this agreement.

ARTICLE 36 - JOB CLASSIFICATION AND RECLASSIFICATION

- 36.01 a) Employees shall be provided with a copy of their job descriptions.
- b) The Employer shall post and maintain an organization chart that is accessible to employees.

36.02 Applicable to Group A Employees:

- 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.
- c) 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 36.02 e) 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.
 - i) 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.
 - ii) In the event that an incumbent declines an offer of transfer to a position as in (d) above without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.

36.03 Applicable to Group B Employees:

- a) No Elimination of Present Classification

Existing classification shall not be eliminated without prior consultation with the Alliance.

b) Changes in Classification:

When the duties in any classification are changed or increased, or where the Alliance and/or an employee feels he is unfairly or incorrectly classified, or when a position not covered in Appendix "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Alliance. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the change was established.

ARTICLE 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, Parking Services and Security areas for a period of 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 Union Notification

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

37.03 **Applicable to Group A Employees:**

- a) The Employer shall not make appointments from outside to any position within Group A when employees possess all of the essential requirements for the position.
- b) Where, in a Corporation competition for positions in Group A, 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 the positions in Group A 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.

- d) Consideration for promotion may be given to the senior applicant from within Group A 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.
- e) 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 Group A the provisions of clause 37.04 d) shall apply.
- f) In the event extra help is required, other than for overtime, qualified part-time employees shall normally be offered more hours before new part-time workers are hired.

ARTICLE 38 - PAY

- 38.01 Employees are entitled to be paid in accordance with the pay rates specified in Appendix "A" of the Agreement.
- 38.02 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.

38.03 Applicable to Group A Employees:

- a) The Corporation shall make every reasonable effort to pay employees by Thursday.
- b) Acting; Pay
 - i) 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.
 - ii) An employee listed in Appendix "A" of this collective agreement who replaces another employee in Appendix "A" will step up to the rate of pay of the person they are replacing. It is understood that this shall result in no extra cost to the NAC and no loss in the employee's regular rate of pay.
 - iii) 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.
 - iv) When opportunities to perform the duties of a higher level classification in Parking Services become available on an acting basis, they shall be offered on the basis of seniority to available, trained employees in the following descending order: lead hand, cashier, attendant.
 - v) 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

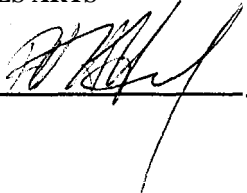
40.01 The parties agree that this Agreement shall be effective until ~~December 31, 2003~~ inclusive and thereafter from year to year unless written notice of intention to negotiate is given by either party to the other within the period of three (3) months immediately preceding the expiry date of this Agreement.

40.02 This agreement may be amended by mutual consent.

This agreement made in _____ copies and signed the _____ day of _____ 2003.

LA SOCIÉTÉ DU CENTRE
NATIONAL DES ARTS

L'ALLIANCE DE LA FONCTION
PUBLIQUE DU CANADA


Peter Herrndorf

Edward (Ed) J. Cashman

Debbie Collins

Theresa Johnson

Gilles Landry

Michel Hurtubise

George Bouchard

Luc Lemieux

Josée Lessard

Pierre Trépanier

François Guénette

MEMORANDUM OF AGREEMENT

Between

The National Arts Centre Corporation

And

The Public Service Alliance of Canada.

The following Appendix and Memorandums of agreement are applicable to the specified employee's group.

Appendix A	Group A and B
Appendix B	Group A and B
Appendix C	Group A
Appendix D	Group A
Appendix E	Group A
Appendix F	Group B
Appendix G	Group B
Memorandum re: Taxi vouchers	Group A and B
Memorandum re: Union dues and T-4	Group A
Memorandum re: Privatization and parking rate	Group A
Memorandum re: Job evaluation	Group A
Memorandum re: Training	Group B

Signed at Ottawa this 23 day of June, 2003.

LA SOCIÉTÉ DU CENTRE
NATIONAL DES ARTS

L'ALLIANCE DE LA FONCTION
PUBLIQUE DU CANADA

Peter Herrndorf

Edward (Ed) J. Cashman

Debbie Collins

Theresa Johnson

Gilles Landry

Michel Hurtubise

George Beuchard

Luc Lemieux

Josee Lessard

Pierre Trépanier

François Guénette

APPENDIX “A” - RATES OF PAY

Applicable to Group A Employees

Level	Job Title		Salary Ranges		
			-1-	-2-	-3-
9	Instrumentation Technician	1 Jan. 99	\$ 39,456	\$40,458	\$ 42,462
		1 Jan. 00	\$ 40,245	\$ 41,267	\$ 44,239
		1 Jan. 01	\$ 41,452	\$ 42,505	\$ 45,566
		1 Jan. 02	\$ 42,696	\$ 43,780	\$ 46,933
		1 Jan. 03	\$ 43,977	\$ 45,094	\$ 48,341
8	Electrician	Jan. 99	\$ 37,205	\$ 38,147	\$ 40,029
		1 Jan. 00	\$ 37,949	\$ 38,910	\$ 41,758
		1 Jan. 01	\$ 39,088	\$ 40,077	\$ 43,011
		1 Jan. 02	\$ 40,260	\$ 41,280	\$ 44,301
		1 Jan. 03	\$ 41,468	\$ 42,518	\$ 45,630
7	Assistant Instrumentation Technician Welder/Mechanic Plumber/Mechan	1 Jan. 99	\$ 33,989	\$ 34,845	\$ 36,555
		1 Jan. 00	\$ 34,669	\$ 35,542	\$ 38,214
		1 Jan. 01	\$ 35,709	\$ 36,608	\$ 39,360
		1 Jan. 02	\$ 36,780	\$ 37,706	\$ 40,541
		1 Jan. 03	\$ 37,884	\$ 38,838	\$ 41,757
6	Mechanic Mechanic/Operator Cabinet Maker	1 Jan. 99	\$ 31,309	\$ 32,091	\$ 33,656
		1 Jan. 00	\$ 31,935	\$ 32,733	\$ 35,258
		1 Jan. 01	\$ 32,893	\$ 33,715	\$ 36,316
		1 Jan. 02	\$ 33,880	\$ 34,726	\$ 37,405
		1 Jan. 03	\$ 34,896	\$ 35,768	\$ 38,527
5	Operator/Trades Assistant	1 Jan. 99	\$ 30,193	\$ 30,944	\$ 32,450
		1 Jan. 00	\$ 30,797	\$ 31,563	\$ 34,028
		1 Jan. 01	\$ 31,721	\$ 32,510	\$ 35,049
		1 Jan. 02	\$ 32,672	\$ 33,485	\$ 36,100

4	Carpenter	1 Jan. 03	\$ 33,653	\$ 34,490	\$ 37,183
		1 Jan. 99	\$ 29,344	\$ 30,074	\$ 31,531
		1 Jan. 00	\$ 29,931	\$ 30,675	\$ 33,090
		1 Jan. 01	\$ 30,829	\$ 31,596	\$ 34,083
		1 Jan. 02	\$ 31,754	\$ 32,544	\$ 35,105
		1 Jan. 03	\$ 32,706	\$ 33,520	\$ 36,158
3	Painter	1 Jan. 99	\$ 29,344	\$ 30,074	\$ 31,531
	Upholsterer/Repairman	1 Jan. 00	\$ 29,931	\$ 30,675	\$ 32,162
		1 Jan. 01	\$ 30,829	\$ 31,596	\$ 33,126
		1 Jan. 02	\$ 31,754	\$ 32,544	\$ 34,120
		1 Jan. 03	\$ 32,706	\$ 33,520	\$ 35,144
2	General Maintenance Worker	1 Jan. 99	\$ 24,925	\$ 25,560	\$ 26,832
		1 Jan. 00	\$ 25,424	\$ 26,071	\$ 27,369
		1 Jan. 01	\$ 26,186	\$ 26,853	\$ 28,190
		1 Jan. 02	\$ 26,972	\$ 27,659	\$ 29,035
		1 Jan. 03	\$ 27,781	\$ 28,489	\$ 29,906
1	Labourer (temporary)	1 Jan. 99	\$ 9.23/hour		
		1 Jan. 00	\$ 9.41/hour		
		1 Jan. 01	\$ 9.70/hour		
		1 Jan. 02	\$ 9.99/hour		
		1 Jan. 03	\$ 10.29/hour		
	Cleaner	1 Jan. 99	\$ 10.11/hour		
		1 Jan. 00	\$ 10.31/hour		
		1 Jan. 01	\$ 10.62/hour		
		1 Jan. 02	\$ 10.94/hour		
		1 Jan. 03	\$ 11.27/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 full-time	1 Jan. 99	\$ 13.17/hour
	and part-time	1 Jan. 00	\$ 13.43/hour
	Lead Hands	1 Jan. 01	\$ 13.83/hour
		1 Jan. 02	\$ 14.24/hour
		1 Jan. 03	\$ 14.67/hour
B)	Continuing full-time	1 Jan. 99	\$ 12.04/hour
	and part-time	1 Jan. 00	\$ 12.28/hour
	Cashiers	1 Jan. 01	\$ 12.65/hour
		1 Jan. 02	\$ 13.03/hour
		1 Jan. 03	\$ 13.42/hour
C)	Part-time Parking	1 Jan. 99	\$ 8.94/hour
	Attendants (over	1 Jan. 00	\$ 9.12/hour
	200 hours worked	1 Jan. 01	\$ 9.39/hour
	for the Corporation)	1 Jan. 02	\$ 9.67/hour
		1 Jan. 03	\$ 9.96/hour
D)	Parking Attendants	1 Jan. 99	\$ 7.79/hour
	(up to 200 hours worked	1 Jan. 00	\$ 7.95/hour
	for the Corporation)	1 Jan. 01	\$ 8.19/hour
		1 Jan. 02	\$ 8.44/hour
		1 Jan, 03	\$ 8.69/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.

Applicable to Group B Employees

<u>Security Officers</u>	<u>July 1/2001</u>	<u>July 1/2002</u>	<u>Jan 1/2003</u>
New employees hired after date of signing	9.34	9.53	9.82
More than 1 year of service	10.90	11.12	11.45
More than 2 years of service	12.57	12.82	13.20
More than 6 years of service	12.86	13.12	13.51

Except as provided for in the collective agreement, the provisions of the collective agreement apply at the date of ratification of the collective agreement.

The retroactivity to July 1/97 will be paid for hours worked at straight time only and to employees employed by the employer on the date of ratification.

In lieu of fringe benefits, continuing part-time employees receive \$0.13 for each hour worked, except where the Employer is required to make pension contributions pursuant to the Public Service Superannuation Act on the employee's behalf.

The Security Officer performing payroll and scheduling duties will receive a premium of \$2.00 per hour on top of his regular rate of pay.

APPENDIX “B”

Applicable to Group A and B Employees

Date_____

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

Dear Sir/Madam:

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”

Applicable to Group A Employees

General Maintenance Worker

Sample work schedule:

Monday to Friday	6:00 am to 2:30 pm
	7:30 am to 4:00 pm
	3:00 pm to 11:00 pm

When necessary, two (2) general maintenance workers will be assigned to cleaning the garage on a night shift (Oh 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”

Applicable to Group A Employees

CONTROL BOARD ATTENDANT / OPÉRATEUR

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
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'horaire	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 CODE:

()24:00 to 12:00 -Day of rest/Jour de repos

*12:00 to 24:00

Employee / Employé #1

Employee / Employé #2

Employee / Employé #3

Employee / Employé #4

APPENDIX “E” / ANNEXE “E”

Applicable to Group A Employees

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							
7:00-16:00	3	3	3	3	3				4	4	4	4	4				1	1	1	1	1				2	2	2	2	2	
7:00-16:00	2	2	2	2					3	3	3	3					4	4	4	4					1	1	1	1		
7:00-16:00	4	4	4	4	4				1	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	*

Employee / Employé #1

Employee / Employé #2

Employee / Employé #3

Employee / Employé #4

*Unscheduled – Call Out Duty/

*Non prescrit à l’horaire – Rappel au besoin

Appendix "F"

WEEK 1									
	SUN					THURS		FRI	SAT
24-08	9	9	6	6	6	6	6	6	6
	5	5	5	5	5	5	9	9	9
8-16	8	8	1	1	1	1	1	1	1
	2	2				2	8	8	8
16-24	7		-	4	4	4	4	4	4
	3	3	3	3	3	3	7	7	7
SAMPLE SECURITY SCHEDULE									

To be implemented only after consultation with the Union in accordance with 13.03 b).

Dated November 23, 1998

LETTER OF AGREEMENT

Between

The National Arts Centre Corporation

And

The Public Service Alliance of Canada.


RE: Rock and Similar Performances


Upon request of the Security Officer scheduled to work that particular performance, the Employer may schedule an additional Security Officer to assist in crowd control in cases where unruly conduct is foreseen.


Signed at Ottawa this 21st day of May, 1999.


FOR THE NATIONAL ARTS
CENTRE CORPORATION

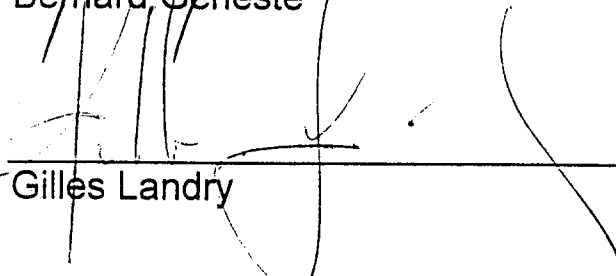
FOR THE PUBLIC SERVICE
ALLIANCE OF CANADA


Elaine Calder


John Baglow


Bernard Geneste


Theresa Johnson


Gilles Landry


Joël Petit


Pierre Trépanier

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.

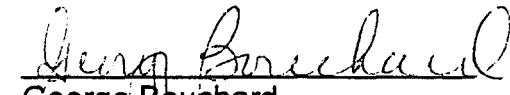
**FOR THE NATIONAL ARTS
CENTRE CORPORATION**



Peter Herrndorf




Sophia Trottier



George Bouchard




Claude Martin



Jacques Lemieux

**FOR THE PUBLIC SERVICE
ALLIANCE OF CANADA**



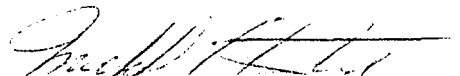
John Baglow



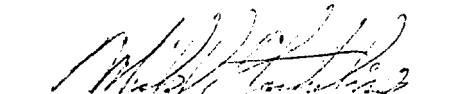
Theresa Johnson



Richard Ransom



Michel Chantigny



Michel Hurtubise

LETTER OF UNDERSTANDING

BETWEEN

THE NATIONAL ARTS CENTRE

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL 70291 -

PROPERTY MANAGEMENT AND PARKING SERVICES EMPLOYEES

There will be no loss or reduction of employment prior to December 31, 2003, of any bargaining unit employee as a result of the privatization of the Property Management and Parking Services.

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.

The NAC confirms that, prior to December 31, 2003, it will not increase the parking rate of the employees of the Property Management and Parking Services group.

Signed this 15th day of March, 2000

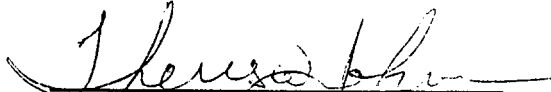
**FOR THE NATIONAL ARTS
CENTRE CORPORATION**

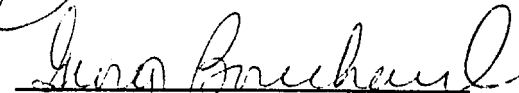
**FOR THE PUBLIC SERVICE
ALLIANCE OF CANADA**


Peter Herrndorf


John Baglow

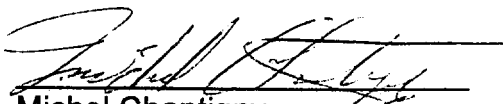

Sophia Trétiér

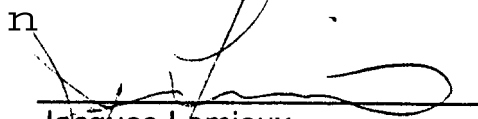

Theresa Johnson


George Bouchard


Richard Ransom


Claude Martin


Michel Chantigny


Jacques Lemieux


Michel Hurtubise

LETTER OF UNDERSTANDING
BETWEEN
THE NATIONALARTS CENTRE
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL 70291 -
PROPERTY MANAGEMENT AND PARKING SERVICES EMPLOYEES

Job Evaluation

During the life of the Collective Agreement, the employer agrees to hold meaningful consultation with the alliance in order to establish a committee for the review of the work descriptions and their evaluations.

Signed this 15th day of March, 2000

FOR THE NATIONALARTS CENTRE
CORPORATION


FOR THE PUBLIC SERVICE ALLIANCE
OF CANADA, LOCAL 70291

**FOR THE NATIONAL ARTS
CENTRE CORPORATION**

**FOR THE PUBLIC SERVICE
ALLIANCE OF CANADA**



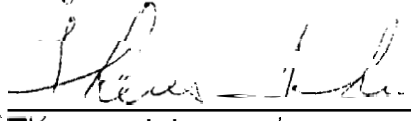
Peter Herrndorf



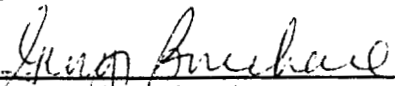
John Baglow



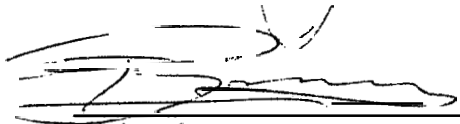
Sophia Trotter



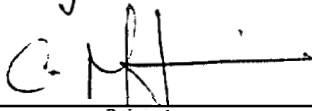
Theresa Johnson



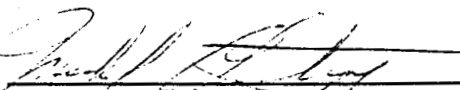
George Bouchard



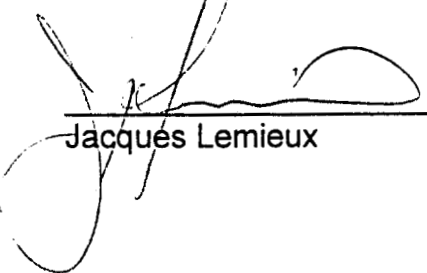
Richard Ransom



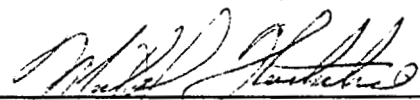
Claude Martin



Michel Chantigny



Jacques Lemieux



Michel Hurtubise

LETTER OF AGREEMENT

Between

The National Arts Centre Corporation

and

The Public Service Alliance of Canada.

RE: TRAINING

The Employer undertakes to train new employees so that they are fully qualified to perform the duties of their position.

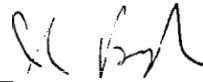
Signed at Ottawa this 21st day of May, 1999.

FOR THE NATIONAL ARTS
CENTRE CORPORATION

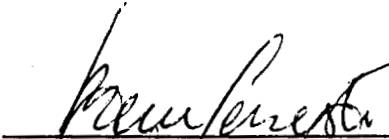
FOR THE PUBLIC SERVICE
ALLIANCE OF CANADA



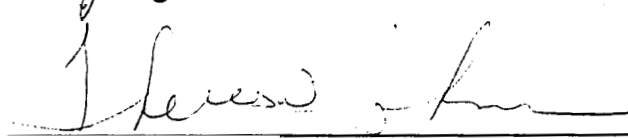
Elaine Calder



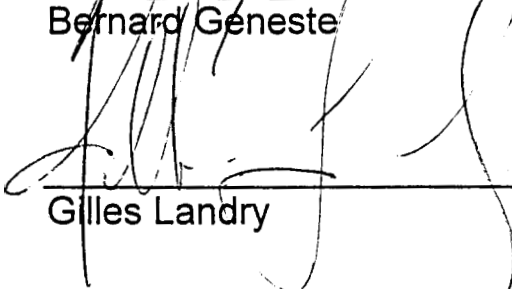
John Baglow



Bernard Geneste



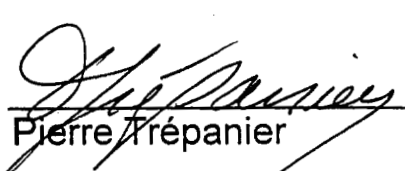
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