



Combined Union Proposal #4
(Includes all proposals submitted in June, October & December 2016)

on behalf of

THE USHERS, TOUR GUIDES AND BOX OFFICE GROUP

presented to

THE NATIONAL ARTS CENTRE CORPORATION

January 13, 2017

This document represents the proposal of the Public Service Alliance of Canada (the “Union”) for this round of negotiations for the National Arts Centre groups Ushers, Tour Guides, Captain Ushers, Attendants, Assistants, Senior Assistants and Supervisors.

This proposal is being submitted to the National Arts Centre (the “Employer”) without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The Union reserves the right to introduce, amend, and/or withdraw its proposal and/or to introduce counter proposals to the Employer's proposals.

The Union submits that the following articles of the current Collective Agreement apply to both groups (Ushers, Captain Ushers, Tour Guides & Box Office) and shall be in effect immediately.

Article 1 – Purpose of Agreement

Article 2 – Interpretations and Definitions (reserves the right to add new definitions as maybe necessary during the course of bargaining)

Article 3 – Application (except 3.02 which applies to Ushers Group only)

Article 4 – Recognition (as revised and agreed to by the parties on July 18, 2016)

Article 5 – Alliance Activity

Article 6 – Management Rights

Article 7 – No Cessation of Work (as revised and agreed to on July 18, 2016)

Article 8 – Alliance Stewards and Committees (as per proposal below to 8.02 a & b).

Article 9 – Grievance procedure

Article 10 – Arbitration

Article 11 – Disciplinary Procedure

Article 14 – Overtime (applies to all P-T employees, Reserve on rest of Article)

Article 16 – Designated Holidays (including addition of Easter Monday)

Article 17 – Injury on Duty Leave

Article 18 – Special Leave (applies to all P-T employees)

Article 19 – Postings of Notices

Article 20 – Check-Off

Article 22 – Safety and Health (except 22.03 and 22.04)

Article 23 – Employees' Facilities

Article 24 – Joint Consultation

Article 26 – Parking

Article 27 – Job Classification and Reclassification

Article 28 – Employee Records

Article 29 – Duration of Agreement

Article 32 – No Discrimination / No Harassment

LOU – Secondary Employment

ARTICLE 2 – INTERPRETATIONS AND DEFINITIONS

Add a definition of Casual Employees as:

“Casual Employee” means a person who is hired by the NAC on irregular and sporadic basis and only to cover shifts / hours where regular part-time employees are unavailable to cover.

Union **RESERVES** the right to make further proposals to this Article as may be necessary during the course of bargaining.

ARTICLE 3 – APPLICATION

3.02 The Corporation agrees to engage employees to handle the normal duties of captain ushers, ushers and guides. However, effective September 1st, 1992, at its discretion the Employer can use the services of ~~volunteers~~ **casual employees** to perform the duties of guides, on a daily basis 9 AM to 5 PM. In the event of special occasions, or emergencies, the Employer has the right to hire on a temporary basis ~~other personnel~~ **casual employees** to whom this Agreement will not apply, provided that such hiring is only to satisfy the needs of such special occasions or emergencies and shall not cause a reduction in hours of any of the employees covered by this Agreement.

The Union wishes to amend its original proposal (submitted June 2016) on 3.04 as follows:

Bargaining Unit Work

- 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.***

ARTICLE 5 – ALLIANCE ACTIVITY

- 5.3 The Employer agrees to provide Local no. 70291 with **an office** ~~a locale~~ on its premises in a convenient location.

ARTICLE 8 – ALLIANCE STEWARDS AND COMMITTEES

- 8.02
- a) The Corporation shall recognize a bargaining committee composed of a maximum of ~~four (4)~~ **five (5)** persons of whom ~~two (2)~~ **three (3)** shall be employees, one (1) a representative of the office of the Alliance and one other, either an employee or a representative of the Alliance. The employees involved shall participate during their free time **or be booked off from their regular shifts** and the Employer may remunerate such time at its discretion.

 - b) Alliance shall recognize a bargaining committee of not more than ~~four (4)~~ **six (6)** Corporation representatives.

ARTICLE 9 – GRIEVANCE PROCEDURE

Add the following sentence at the end of Article 9.06, Stage 2:

No employer representative may hear and render a decision at more than one level in the grievance procedure.

ARTICLE 11 – DISCIPLINARY PRECEDURE

11.01 Before an employee is interviewed by a member(s) of Supervision for the purpose of investigating alleged misconduct, which might result in being disciplined, suspended or discharged, the employee shall be notified of such purpose and of their right to have a representative of the Alliance attend the meeting.

11.02 ***Both parties recognize the value of progressive discipline with the aim of being corrective, not punitive in application. Dismissal for just cause will be preceded in a progressive manner, dependent on the employee's work record and in an order of severity, by the following:*** ~~the types of disciplinary action are~~

- a) ***Counselling***
- b) Oral reprimand
- ~~b~~ c) Written reprimand
- ~~c~~ d) Suspension
- e) ***Demotion***
- ~~d~~ f) Dismissal

all of which shall be documented.

11.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after ~~eighteen (18)~~ ***twelve (12)*** months have elapsed since the disciplinary action was taken ~~provided that no further disciplinary action has been recorded during this period.~~

11.07 (NEW).

~~***At no time may electronic surveillance and tracking systems be used as a means to evaluate the performance of employees, or to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act.***~~

Union revise proposal to the following:

The parties recognize that employees have a reasonable expectation of privacy within the workplace so long as they are performing their work in accordance with the Centre's rules, regulations and policies. The installation of surveillance cameras is to improve the safety of employees and customers and the protection of property. They are not for the purpose of monitoring employees or their performance, save and except, where the employees are engaging in any form of misconduct

ARTICLE 12 – SENIORITY

12.01 a) In this Agreement, seniority is based upon length of service in the bargaining unit as an employee. The calculation of seniority shall be separate for captain ushers, ushers and tour guides. Time spent in one of these positions will not count towards seniority for the others. However, seniority rights acquired in one position are not lost during a period of employment in another position.

Seniority for Box Office employees is based on length of service in the bargaining unit as of commencement of employment at the Corporation.

- b) Where a promotion to ***a higher*** the position ***is made*** of Captain Usher or when an incumbent is to be appointed to ***a higher*** the position of Usher or Tour Guide, the decision is based on competence ***and merit*** and the willingness to perform the work; when competence and ***merit*** willingness are equal, according to the Selection Committee, in consultation with the Alliance, seniority shall prevail.
- c) Successful applicants shall be placed on trial for one hundred (100) hours. Conditional on satisfactory service, the promotion or appointment shall be confirmed upon completing the one hundred (100) hours. In the event successful applicants prove unsatisfactory in the position during the trial period, or if the employees are unable to perform the duties of the new classification they shall be returned to their former position and wage rate without loss of seniority.

Box Office employees who are promoted or appointed within the corporation and who prove unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new classification shall be returned to their former position and wage rate without loss of seniority.

Employees promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage rate, without loss of seniority. In the case of employees who are promoted to an "Alternate" position the trial period includes only those hours worked in the higher ranked duties.

12.02 For Ushers Group Only.

Notwithstanding 12.01, new employees shall acquire seniority rights from the date they have completed their probationary period for the Corporation and this will constitute their seniority date.

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

be extended by mutual agreement of the corporation and the Alliance. This extension shall not exceed seventy-five (75) hours. Probationary employees shall have no seniority rights under this Agreement and may be discharged by the Corporation at its discretion during that period.

b) Box Office employees hired into the bargaining unit are considered to be probationary employees for the first six (6) months. The initial probationary period may be extended by mutual agreement of the corporation and the Alliance. This extension shall not exceed two (2) months. Probationary employees shall have no seniority rights under this Agreement and may be discharged by the Corporation at its discretion during that period.

12.04 Applicable to all:

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

- a) They resign;
- b) They are discharged and not reinstated through the Grievance or Arbitration Procedures;
- c) They fail to return to work from authorized leave, unless such failure to return is proven to have been due to causes beyond the employees' control;
- d) They fail to report for work within five (5) calendar days after receiving notice by registered mail to their last address of which the Employer has record, unless such failure is proven to be due to causes beyond the employees' control. Employees are responsible for advising the Employer in writing of their current address at all times;
- e) Abandonment of position: when an employee is absent from work for five (5) consecutive scheduled shifts according to his/her schedule and fails to report the absence to his/her supervisor / **coordinator**, it shall be considered

12.05 a) The Employer shall maintain separate seniority lists for Captain Ushers, Ushers and Tour Guides, showing the date upon which each employee's service commenced. Seniority lists must be kept up-to-date and copies must be sent to the union and posted, the 1st of October and 1st of March, on the bulletin board (in the Ushers' and Guides' rooms). These seniority lists shall also be distributed to members of the bargaining unit by electronic mail to employees who have provided the Employer with their e-mail addresses and copies to those without e-mail addresses.

Employees with the same starting date in their position will be attributed seniority by alphabetical order of their surnames. Captain Ushers shall be included in the list of Ushers according to their seniority as Ushers.

- b) ***For Box Office employees, Seniority lists must be kept up-to-date and copies must be sent to the union and posted, the 1st of October and 1st of March, on the bulletin board. These seniority lists shall also be distributed to members of the bargaining unit by electronic mail to employees who have provided the Employer with their e-mail addresses and copies to those without e-mail addresses. Employees with the same starting date in their position will be attributed seniority by alphabetical order of their surnames***

12.06 All competitions will be posted in the ~~Ushers' and Guides' rooms~~ ***as well as sent to employees electronically.***

- a) All competitions within the ~~bargaining unit~~ ***corporation*** will be sent by internet and posted for a period of ten (10) calendar days;
- b) All applications from employees shall be considered. Should an employee not be granted an interview they shall be advised in writing of the reason(s) for the denial within a period of ten (10) calendar days;
- c) Interviews will be conducted by a Selection Committee of at least ~~two (2)~~ ***three (3)*** persons-, ***one of whom shall be a member of the bargaining unit with experience in the position being filled.*** ~~Where it is not possible for at least one (1) member of the Committee to be from outside Patron Services Management, the Employer will select an employee of the bargaining unit to attend as a member;~~
- d) The members of the Selection Committee will be paid according to the applicable rate in Appendix "A".
- e) Employees who are interviewed and are unsuccessful shall be advised in writing of the reason(s) for their lack of success, if so requested, within a period of ten (10) calendar days of the date of the request.

12.07 If an employee resigns from their position within the bargaining unit to take another position with the Corporation, they may return to their position ~~as an Usher, Captain Usher or Tour Guide~~ within a period of twelve (12) months without loss of seniority and shall be credited with any and all probationary periods previously served under Article 12.

ARTICLE 13 – WORKING SCHEDULE

The following amendments to Article 13 are to be considered in addition to the proposals already submitted by the Union on: June 23, 2016 and October 27, 2016.

- 13.01 Applicable to Ushers, Captain Ushers and Tour Guides Group
- a) The Employer shall set up a master work schedule of the hours and days of work of each employee for a minimum of seven (7) days and shall post the schedule before Tuesday at 18h00 except when Monday or Tuesday is a holiday, in which case it shall be posted before Wednesday at 18h00, prior to the new work week. The employer will make every effort to provide an electronic version of the master work schedule to employees who have given the Corporation their e-mail addresses.
 - b) v) Ushers and Captain Ushers who work a ~~weekday~~ matinée and an evening shift on the same ~~weekday~~ will be entitled to a payment of ~~\$ 10.00~~ **\$ 20.00**.
- 13.02 Applicable to Ushers, captain Ushers and Tour Guides Group. Please See Union proposal of October 27 below, for Box Office Group.

Add as **Article 13.02 – Working Schedule** and renumber the rest of the article.
Applicable to Box Office employees:

- a) *The Employer shall set up a work schedule of the hours and days of work of each employee for a minimum of one (1) month. The employer will provide an electronic version of the original work schedule to their NAC email address. The schedule will be sent via email and posted no later than 7 calendar days prior to the beginning of the month.***
- b) *Without precedent or prejudice to previous agreements between members of the bargaining unit and the Employer, shifts will be scheduled according to employee's availability and equal distribution of work periods. Once the minimum of 2 shifts per week per employee has been reached, supplementary work periods shall be distributed according to seniority of employees who have indicated their availability.***
- c) *Employees will have up to and including the 15th day of the calendar month to submit their availability on the ftp website.***
- d) *Full-time employees will not be scheduled to work OT / part-time hours unless there is a shortage of part-time staffing resources.***

- e) **Shift exchanges will be made on an individual basis. Schedule will be adjusted by senior attendants/senior specialist/coordinator. Exchanges will be done through email with all employees involved in the exchange copied.**
- f) **Paid 15 minutes preparation time and closing time should be reflected on the schedule. If briefings are more than 5 minutes in length, they are meetings and should be scheduled in advance of the preparation time. If an employee is still with a client at closing time, they are paid for the extra time and the 15 minutes closing time. All time is to be paid in 15 minutes increments.**
- g) **Part-time employees working daytime shifts will be scheduled on as required basis based on their seniority and availability. Their work schedule shall be available and sent electronically the Thursday prior to the beginning of the week.**
- h) **Notwithstanding the above, all part-time employees with 5 years of service shall be offered a minimum of 16 hours per week.**
- i) **Employees scheduled to work more than one work period in a day shall be remunerated for time actually spent or for four (4) hours per work period, whichever is greater. Box Office employees who work more than one shift per day are entitled to a payment of \$20.00.**

13.03 Add the following for the Full-Time Box Office employees:
The standard number of hours per day will be seven (7) hours.
The standard number of hours per week will be thirty-five (35) hours.

13.04 Applicable to part-time both groups. Add the following:
Rest periods and meal breaks shall be scheduled by the Employer for all part-time employees, as follows:

- a) **Employees will be entitled to a paid thirty (30) minute break**
- b) **Employees will be entitled to a paid fifteen (15) minute break for every four (4) and five (5) consecutive hours of work.**
- c) **Employees will be entitled to a two (2) paid fifteen (15) minute breaks for every six (6) consecutive hours of work.**
- d) **Employees will be entitled to the following options, if they work seven (7) or eight (8) consecutive hours:**
 - i. **Two (2) fifteen (15) minute paid breaks plus a thirty (30) minute unpaid meal break; or**
 - ii. **Two (2) fifteen (15) minute paid breaks plus a sixty (60) minute unpaid meal break; or**

- iii. **One (1) thirty (30) minutes paid break plus thirty (30) minutes unpaid meal break; or**
- iv. **One (1) thirty (30) minute paid break plus a sixty (60) minute unpaid meal break.**

Options outlined in c) above shall be mutually agreed to between Employer and the employee.

Full-time employees will be entitled to two (2) fifteen (15) minute paid breaks plus a sixty (60) minute meal break.

- 13.05 Applicable to both groups with the following revision:
- a) Effective April 1, 2007, when the length of a work period is **equal to or** greater than six (6) hours the employee has the right to a paid break. The Corporation shall make every reasonable effort to provide a half-hour break and the Employer shall pay for food and beverage to a maximum of ~~eleven dollars (\$11)~~ **fifteen dollars (\$15)**.
 - b) In the event that the Employer is unable to provide a rest break, the Employee will be remunerated for an additional 1/2 hour **period of pay that correspond with the rest break**, in accordance with the rates of pay stipulated in Appendix A of this agreement.
- 13.06 Applicable to both groups
- 13.07 Applicable to both groups
- 13.08 Applicable to Ushers, Captain Ushers and Tour Guides Group
- a) Where it is necessary to cancel a scheduled work period of an employee, the Employer will give ~~thirty-six (36)~~ **forty-eight (48)** hours notice.
 - b) Where a performance is cancelled for reasons beyond the Employer's control a minimum of two (2) hours' advance notice will be given to the employee.
 - c) **An employee who is subject to 13.08 b) above, shall be paid a minimum of two (2) hours' pay at the applicable rate.** Any employee who is not notified of such a cancellation and reports for work as scheduled shall be paid a minimum of **three (3)** ~~two (2)~~ hours' pay at the applicable rate. If an employee is required by management to work, he/she shall be paid a minimum of four (4) hours' pay in accordance with Clause 13.10 a).

Add the following for the Box Office employees:

- d) Where it is necessary to cancel a scheduled work period of an employee, the Employer will give ~~thirty-six (36) hours~~ **seven (7) day** notice.
- e) Where a performance is cancelled for reasons beyond the Employer's control a minimum of two (2) hours' advance notice will be given to the employee.
- f) **An employee who is subject to 13.08 e) above, shall be paid a minimum of two (2) hours' pay at the applicable rate.** Any employee who is not notified of such a cancellation and reports for work as scheduled shall be paid a minimum of ~~two (2)~~ **three (3)** hours' pay at the applicable rate. If an employee is required by management to work, he/she shall be paid a minimum of four (4) hours' pay in accordance with Clause 13.10 a).

13.09 a) Applicable to both groups
 b) Applicable to both groups
 c) Applicable to both groups

13.10 a) Applicable to both groups
 b) Applicable to Ushers, Captain Ushers and Tour Guides Group
 c) Applicable to both groups
 d) Applicable to both groups

13.11 Applicable to Ushers, Captain Ushers and Tour Guides group

13.12 Applicable to Ushers, Captain Ushers and Tour Guides group

~~Inserts - The Employer shall make every reasonable effort to have inserts completed a minimum of two (2) hours before curtain time, except when cast and program changes are involved.~~
Employees assigned to perform Insert duties shall be remunerated for time actually worked or for a minimum of five and one-half (5.5) hours, whichever is greater, at the applicable rate, and in accordance with the rates of pay stipulated in Appendix A of this Agreement.

NEW xx (add to Article 13)

The Employer shall guarantee a minimum of 16 hours / week to all part-time employees with five (5) years of service at the NAC.

ARTICLE 14 -- OVERTIME

Add the following to existing language in Article 14 and renumber:

14.02 in the case of full-time employees, Overtime means:

- a) authorized work performed in excess of seven (7) hours in a day or thirty-five (35) in a week;**
- b) 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.**
- c) 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.**
- d) Notwithstanding paragraph b) above, overtime worked on a Sunday shall be paid at double time (2T).**
- e) An employee is entitled to overtime compensation under Article 14.02 b), c) and d), 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.**
- f) At the request of the employee, overtime shall be compensated in equivalent time off with pay subject to operational requirements. Such request shall not be unreasonably denied.**
- g) Employees shall be allowed to accumulate a bank of compensatory leave credits of up to thirty-five (35) hours. Any earned but unused leave remaining in the employee's bank on August 31st of each year shall be cashed out at the employee's regular rate of pay.**
- h) 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.**
- i) Except in cases of emergency or call-back, the Employer shall give at least four (4) hours' notice of any requirements for overtime work.**
- j) There shall be no pyramiding of overtime.**

14.03 Subject to Clause 14.04 work performed under the following circumstances shall be considered overtime and shall be compensated for at the following rates:

- a) time and one-half (1 1/2T) except as provided for in Clause 14.03 b) and c);
- b) double time (2T) for work performed after ~~midnight~~ **23:00**;
- c) time and one-half (1 1/2T) for work performed on holidays designated in Article 16. This is in addition to the holiday pay provided for in Clauses 16.02 and 16.03;
- d) ***Notwithstanding paragraph c) above, double time (2T) will be paid for work performed after 8 hours of work on holidays designated in Article 16. This is in addition to the holiday pay provided for in Clauses 16.02 and 16.03;***
- de) time and one-half (1 1/2T) for work performed after 18:00 hours on Christmas Eve and New Year's Eve.

14.05 Effective April 1, 2004, if employees are required to work three (3) hours or more of overtime immediately before or following a period of work exceeding eight (8) hours per day, or seven and one-half (7 1/2) hours or more of overtime on a designated holiday, the Employer will either provide, or permit the ordering of a hot meal at the Employer's expense costing not more than ~~eleven~~ **fifteen** dollars (~~\$11~~) (**\$15**). Reasonable time with pay, to be determined by Management, shall be allowed to employees in order that they may eat their meal either at or adjacent to their place of work.

ARTICLE 15 – VACATION LEAVE AND PAYMENT

Add the following 15.02 and revise existing language in 15.01 as follows:

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

15.02

- 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 ¼) days per month, if the employee has completed less than eight (8) years of service;*
 - ii) *one and two-thirds (1 2/3) days per month, if the employee has completed eight (8) years of service;*
 - iii) *two and one-twelfth (2 1/12) days per month if the employee has completed eighteen (18) years of service;*
 - iv) *two and one half (2 ½) days per calendar month if the employee has completed twenty-nine (29) years of service, commencing with the month in which he/she earns at least ten (10) days pay following the date on which he/she has completed twenty-nine (29) 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 may 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.***
- a) 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/her 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) ***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.**

ARTICLE 16 – DESIGNATED HOLIDAYS

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

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

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

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

ARTICLE 18 – SPECIAL LEAVE

- 18.01 a) Where a member of an employee's immediate family dies, the employee shall be entitled to special leave with pay for those work periods for which he/she was scheduled on the day of the occurrence and the ~~four (4)~~ **five (5)** days following, provided such employee has successfully completed the probationary period under Clause 12.03.

The employee shall be granted up to ~~three (3)~~ **four (4)** days leave for the purpose of travel related to the death.

b) For the purpose of Clause 18.01 a) immediate family is defined as ~~father, mother (or alternatively step-father, step-mother, or foster parent), brother, sister, spouse, child, common-law spouse, child (step-child or ward of the employee), father-in-law, mother-in-law, grandparent or grandchild and relative permanently residing in the employee's household or with whom the employee permanently resides.~~ **father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister (including stepbrother and stepsister) spouse (including common-law partner spouse resident with the employee), child (including child of common-law partner), stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, the employee's grandparents and any person for whom the employee has formally declared responsibility for assistance and/or support.**

- c) It is recognized by the parties that the conditions that call for bereavement leave are based on individual circumstances. On request, the employer may, at its discretion, after considering the individual circumstances involved, grant leave for a period greater than and/or in a different manner than that provided for in 18.01 a).

18.2 Compassionate Care

It is recognized that there will be occasions when employees are required to be away from work to provide care or support to a gravely ill family member, as defined in article 18.01 b), at risk of dying.

In order to support those employees, the National Arts Centre, on request, will provide an unpaid leave of absence to be approved by the Director of Human Resources. These provisions shall be interpreted in accordance with the Employment Insurance Act.

- 18.03 At the discretion of the Employer, and with prior authorization, leave with or without pay may be granted without penalty for up to one hundred and twenty (120) consecutive days. **Extension of this period will be granted**

with the mutual agreement of both parties. Applications for leave under this clause must be approved fourteen (14) days in advance of the first day of the requested leave. Such request shall not be unreasonably denied. Special leave under this Article may only be granted, at the employer's discretion, once every three (3) calendar years.

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

18.05 a) The Employer ~~may~~ **shall** grant leave without pay to employees elected or appointed to represent the Union at conventions of the Alliance, the Canadian Labour Congress and conventions of provincial Federations of Labour.

b) The Employer ~~may~~ **shall** grant leave without pay to an Elected Representative to undertake training related to the duties of a Representative.

c) The Employer ~~may~~ **shall** grant leave without pay to a Representative who is required to attend Executive and Committee meetings at the local, regional, provincial, national or international levels.

18.06 Leave for Birth of a Child

18.07 Leave for Child Care Responsibilities

Union wishes to discuss revising Articles 18.06 & 18.07 in line with Maternity and Parental Leave provisions provided in the Property Management Group CA.

18.09 Birth and Adoption Leave

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

18.10 Court Leave

The Corporation will grant leave with pay to an employees ~~who has been scheduled to work~~ **who are requested** if the request for a **hearing or** court appearance **upon receipt of supporting documentation such as a subpoena.** ~~was made prior to the posting of the work schedule. The~~

~~employee must provide proof of the requirement to attend at court in the form of a subpoena or other court issued document, indicating that their attendance is required on a scheduled work day for the following:~~

Add the following to existing Article 18 and renumber:

Leave with Pay for Spousal Union

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/she is normally scheduled to work in a consecutive five day period;***

for the purpose of declaring spousal union with another person in a ceremony. This ceremony may be civil, secular or religious.

Duty to Accommodate

The Employer acknowledges that it has a legal duty to accommodate an employee who, because of an injury or accident, or due to a medical condition, is unable to do his or her regular job.

In such cases, the employee, the Employer and the Union shall meet to explore reasonable alternative employment, and, wherever possible, the employee shall be placed in a position consistent with his or her medical condition, taking into consideration first work in the employee's own classification; secondly, work in other classifications in the bargaining unit; and as a final alternative, positions outside the bargaining unit.

Remove Article 18.06 from Article 18 and create a new **Maternity and Parental Leave** Clause as follows:

Maternity Leave for Part-Time Employees

- a) Employees who become pregnant are entitled to leave for the birth of a child, provided they:
- i) have completed six (6) months of continuous service; and
 - ii) comply with the requirements of this Clause.
- b) Leave for the Birth of a Child may commence eleven (11) weeks prior to the date scheduled for the termination of the pregnancy, and cease not later than seventeen (17) weeks following the termination of the pregnancy. The total period of leave for the Birth of a Child will not exceed seventeen (17) weeks.
- c) In order to apply for this leave, an employee shall provide the Corporation with written notification of her condition at least four (4) weeks in advance of the anticipated date for the commencement of such leave, unless there is a valid reason why notice cannot be given. The written notice shall include:
- i) an application for leave showing the length of the leave to be taken,
 - ii) a certificate from a qualified medical practitioner certifying that she is pregnant, and specifying the anticipated date for termination of her pregnancy.
- d) i) An employee who is pregnant or nursing may, during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth, request the employer to modify her job functions or reassign her to another job if, by any reason of the pregnancy or nursing, continuing any of her current job functions may pose a risk to her health or to that of the 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 18.06 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 24.01 d) 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.

a) For Quebec residents under QPIP, a birth father is entitled to take five (5) weeks of Paternity Leave under the Basic Plan and three (3) weeks under the Special Plan. This leave cannot be transferred to the birth mother. The leave may begin no sooner than the week the child or children are born. A

woman who is the spouse of the biological mother is eligible to Paternity Leave if she is registered on the birth certificate and if having the child is a common parental project.

Parental Leave for Part-Time Employees

- 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. For Quebec residents under QPIP, the employee is entitled to and shall be granted a leave of absence from employment of up to thirty-seven (37) weeks under the Basis Plan and twenty-eight (28) weeks under the Special Plan, 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. Under QPIP, and in respect of the birth of any one child, it shall not exceed thirty-two (32) weeks under the Basic Plan and twenty-five (25) weeks under the Special Plan. In respect of adoption of any one child, it shall not exceed thirty-seven (37) weeks under the Basic Plan and twenty-eight (28) weeks under the Special Plan.**
- c) 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 or Quebec Parental Insurance Plan 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 or the Act respecting Parental Insurance in Quebec.**

Maternity/Paternity and Parental Leave for Full-Time Employees

The following applies to all permanent employees, provided the employee has completed six months of full-time, continuous employment with the National Arts Centre.

Definitions

a) Maternity Leave

Maternity Leave is defined as a leave of absence from employment of up to seventeen (17) weeks. This leave may not begin earlier than eleven (11) weeks prior to the due date and will end not later than seventeen (17) weeks following the actual birth of the child. The total period shall not exceed seventeen (17) weeks. The period of Maternity Leave is indivisible and once started cannot be interrupted.

For Quebec residents under QPIP, Maternity Leave is defined as a leave of absence from employment of up to eighteen (18) weeks. This leave may not begin earlier than sixteen (16) weeks prior to the due date and will end no later than eighteen (18) weeks following the actual birth of the child under the Basic Plan or fifteen (15) weeks under the Special Plan. The total period shall not exceed eighteen (18) weeks. The period of Maternity Leave is indivisible and once started cannot be interrupted.

i) Employment Insurance Benefits for Maternity Leave are payable for a maximum of fifteen (15) weeks and the employee may start collecting these benefits up to eight (8) weeks before she is expected to give birth or the week she gives birth.

ii) Quebec Parental Insurance Plan benefits for Maternity Leave are payable for a maximum of eighteen (18) weeks and the employee may start collecting these benefits up to sixteen (16) weeks before she is expected to give birth or the week she gives birth.

b) Paternity Leave

For Quebec residents under QPIP, a birth father is entitled to take five (5) weeks of Paternity Leave under the Basic Plan and three (3) weeks under the Special Plan. This leave cannot be transferred to the birth mother. Paternity benefits may begin no sooner than the week the child or children are born. A woman who is the spouse of the biological mother is eligible to the Paternity Leave if she is registered on the birth certificate and if having the child is a common parental project.

c) Parental Leave

i) Birth Mother

Parental Leave is defined as a leave of absence from employment of up to thirty-five (35) weeks and must be taken immediately following Maternity Leave.

ii) Birth Father

If the birth mother of the new-born child has served the two (2) week waiting period as part of her Maternity/Parental leave, the birth Father need not complete the waiting period; thus Parental Leave is defined as a leave of absence from employment of up to thirty-seven (37) weeks and must be taken within the fifty-two (52) weeks following the child's birth.

iii) For Quebec residents under QPIP, Parental Leave is defined as a leave of absence from employment of up to thirty-two (32) weeks under the Basic Plan or twenty-five (25) weeks under the Special Plan. The total number of weeks of parental benefits can be taken by either parent or shared by both.

iv) Adoptive Parents

Parental Leave is defined as a leave of absence from employment of up to thirty-seven (37) weeks to care for an adopted child. The leave of absence may only be taken within the fifty-two (52) weeks from the date the child is placed with the parent.

In any of the above paragraphs i), ii) and iv), the total amount of leave may be shared between either parent but may not exceed thirty-seven (37) weeks.

a) Employment Insurance benefits for Parental Leave are payable to a maximum of thirty-five (35) weeks and can be claimed by one parent or shared between the two partners, but will not exceed a combined maximum of thirty-five (35) weeks. For Quebec residents under QPIP, benefits are payable to a maximum of thirty-seven (37) weeks under the Basic Plan or twenty-eight (28) weeks under the Special Plan.

d) Regular earnings

Regular earnings are defined as the gross amount of an employee's regular salary, excluding extra payments such as, but not limited to, any overtime, bonus or premiums, which may be paid to the employee.

Application for Maternity/Paternity Leave and Parental Leave

a) An employee wishing to take Maternity/Paternity Leave and/or Parental Leave must notify her/his immediate supervisor in writing, at least four (4) weeks prior to the commencement of the leave. The notice must specify the intended duration of the leave and include a certificate from a qualified medical practitioner certifying the pregnancy and specifying the anticipated date for termination of the pregnancy.

i) An employee shall give at least four (4) weeks notice in writing to the employer of any change in length of leave intended to be taken.

b) In the event that both parents are employed by the NAC, and one parent intends to apply for Paternity and/or Parental Leave, both employees must so indicate on the original Maternity/Paternity and/or Parental Leave request.

c) In order to qualify for benefits under this article, the employee must agree, in writing, to return to work for a continuous period of at least six (6) months after the end of her/his Maternity/Paternity and/or Parental Leave. (See Memorandum of Agreement on page 66).

d) If, upon their return, the employee does not complete six (6) months of continuous employment, they will be penalized in a pro-rated fashion the amount of supplemental employment benefits they received during their leave. The employee will also be required to pay any outstanding benefit premiums and pension contributions.

e) If the employee wishes to return to work prior to six (6) weeks after the termination of the pregnancy, she must submit a medical certificate from a qualified medical practitioner stating that her health will not be impaired by the return to work.

Employment Status During Maternity/Paternity and Parental Leave

a) Maternity/Paternity and Parental Leave shall be considered as continuous service for purposes of superannuation, vacation leave, severance pay, vacation leave credits and sick leave credits.

b) The NAC shall reinstate the employee in the same position as or a position comparable to the one occupied prior to the commencement of the Maternity/Paternity and/or Parental Leave. The employee's salary shall not be reduced if she/he is appointed to a comparable position.

c) An employee on Maternity/Paternity and/or Parental Leave will be required to pay his/her normal share of pension contributions under the Public Service Superannuation Act (which includes contributions under the Supplementary Retirement Benefits Act and the Supplementary Death Benefit Plan) for the period of leave. After the employee has returned to work, these contributions will be deducted from the employee's salary in equal bi-weekly instalments over a period equal to the period of leave. The employee has the option to repay the required contribution in a lump-sum payment.

i) If an employee would like to opt out of the pension plan they should refer to the Public Service Superannuation Act to access the most up to date rules and regulations.

d) All medical, dental insurance and other similar coverages will remain in effect during the period of Maternity/Paternity and/or Parental Leave. The employee is responsible for paying the required premiums either monthly in advance by post-dated cheques or bi-weekly by payroll deduction from the supplemental employment benefit paid under this article for the entire period of the leave.

Supplemental Employment Benefits

a) For the two (2) weeks of Employment Insurance waiting period, the NAC will pay the employee ninety-five percent (95%) of her regular earnings. These payments are subject to income tax and may be subject to Canada or Quebec Pension Plan premiums.

b) For the balance of the Maternity (15 weeks) and Parental leave (10 weeks), to a maximum of twenty-five (25) weeks, the NAC will pay the employee the difference between ninety-five percent (95%) of his/her regular earning and the weekly rate of the Employment Insurance benefits received under the Employment Insurance Act. These payments are subject to income tax and may be subject to Canada or Quebec Pension Plan premiums. For Quebec residents under QPIP, for the Maternity Leave (15 weeks), Paternity Leave and Parental Leave combined (10 weeks), to a maximum of twenty-five (25) weeks, the NAC will pay the employee the difference between ninety-five percent (95%) of his/her regular earning and the weekly rate of the Quebec Parental Insurance Plan benefits received under the Act respecting Parental Insurance in Quebec. These payments are subject to income tax and may be subject to Canada or Quebec Pension Plan premiums.

c) If the employee wishes to delay Maternity Leave until after the actual week or the expected week of childbirth, there may be a reduction in the period for which benefits are payable under the Employment Insurance Act. In such an event, supplemental employment benefits will only be paid for the same period for which EI benefits are paid. This is also applicable for employees who fall under the QPIP.

d) In the event that the employee is entitled to be paid her/his regular earnings during any part of the period of Maternity/Paternity and/or Parental Leave, no supplemental employment benefits shall be paid for that period.

e) The employee is responsible for indicating on her Employment Insurance application form that she will be covered under the NAC's supplemental employment benefits program.

f) NAC employees do not have the right to Supplemental Employment Benefit payments except for supplementation of Employment Insurance benefits or Quebec Parental Insurance Plan benefits for the period specified in this article.

ARTICLE 21 – PAY

- 21.01 Employees are entitled to be paid in accordance with the pay rates specified in Appendix "A" of this Agreement.
- 21.02 Payments shall be made every two (2) weeks and deposited directly into the employee's bank account.

21.03 Acting Pay

a)When employees are required by the Employer to perform the duties of a higher classification on an acting basis for a period of at least three and one-half (3 1/2) hours, such employees shall be paid as follows: at their regular rate of pay for the first twenty (20) hours - for training purposes - after which they will be paid at the rate of the higher classification. All other provisions of the Agreement shall continue to apply during the acting period.

Add the following b) to Acting Pay under this Article **(NEW)**:

b)When full-time 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 the rate of that higher classification level position for that shift.

- 21.04 When an Usher is required to deliver flowers on-stage they will be paid an additional ~~quarter (1/4 hour)~~ **half (1/2)** of pay.

21.05 (NEW) When employees are required to train other employees they will be paid one-half times (1 1/2T) the straight time rate, for all hours worked training other employees.

ARTICLE 22 – SAFETY AND HEALTH

- 22.01 The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Alliance and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury
- 22.02 The Employer, in collaboration with the Joint Occupational Health and Safety Committee, shall see to the training of Usher personnel with respect to evacuation exercises. Each employee shall participate in an evacuation exercise at least once per year. ***The annual training session shall occur within one (1) month of the hiring of new employees and shall be comprised of two (2) parts: continuing education and emergency procedure.*** The Employer may, at its discretion, hold exercises more frequently if it deems it necessary.
- 22.03 No employee shall be obliged to wear part of a uniform that has been previously worn by another employee unless it has been cleaned.
- 22.04 The Employer shall make every reasonable effort to allow a pregnant employee to occupy a position where she can be seated.

ARTICLE 23 – EMPLOYEES’ FACILITIES

- 23.01 The Corporation shall provide the following conveniently located facilities ~~which may be shared with others:~~
- a) lunch room **with fully functioning appliances (Microwave, oven, refrigerator);**
 - b) change room with individual **full length** lockers;
 - c) shower room.
- 23.02 The employees shall maintain orderly conditions of the facilities mentioned in Clause 23.01. The Alliance agrees that the failure of the employees to do so may restrict the use of the above facilities. ***The Employer agrees to repair or replace facilities / appliances, if required, in a timely fashion.***

ARTICLE 25 – UNIFORM, CLOTHING AND STOOLS

- 25.01 The Employer shall supply at its cost a uniform to all employees. One pair of black dress shoes will be supplied after the successful completion of the probation period and shall be replaced once the shoes have become worn or every three (3) years, as required. These articles must be worn by each employee only while on duty and shall remain the property of the National Art Centre. During the probation period, employees are required to wear a pair of black dress shoes.
- 25.02 It shall be the responsibility of the Employer to clean, launder and maintain all clothing with the exception of socks and panty hose, and to provide shoe shine accessories in order for employees to maintain their shoes clean and presentable. Should an employee lose the shoes or the tie which have been supplied by the employer, these items will have to be replaced at the employee's expense. ***Clothing items shall be replaced by the Employer at its own expense, as required.***
- 25.03 The employer shall provide at its expense, to each employee, a flashlight. This article must be used by each employee only while on duty and shall remain the property of the National Arts Centre. The employee is responsible to keep this equipment in a good condition. This equipment can only be replaced two (2) years after the date of issue, and every two years thereafter, if necessary. The Employer will replace it if it gets damaged while on duty. In the case of loss of this equipment, the employee is responsible for procuring another one from the Employer at cost.
- 25.04 The Employer shall provide, at its expense, a maternity uniform to each pregnant employee.
- 25.05 In order to complement the uniform supplied by the employer, employees will be required to wear socks and panty hose which meet the employer's specifications. A lump sum payment of ~~forty dollars (\$40.00)~~ **sixty dollars (\$60.00)** will be paid on September 1st of each year to all male employees who have completed their probationary, **for socks** and ~~eighty dollars (\$80.00)~~ **one hundred and twenty (\$120.00)** to all female employees who have completed their probationary period, **for panty hose**.
- 25.06 i) A stool will be provided for all Ushers where no Usher seating is available. It will be the Ushers' responsibility to retrieve and store the stool. Stools may be set up no earlier than fifteen (15) minutes after the start of the performance, or until the latecomer cue, whichever is later. Stools must

be put away no later than fifteen (15) minutes prior to the end of the performance.

- ii) Stools are to be put away no later than fifteen (15) minutes prior to intermission and may be retrieved no earlier than fifteen (15) minutes after intermission.
- iii) ~~Employees must rise from their seat immediately upon the presence of an NAC patron, member of the public, artist or NAC employee.~~

ARTICLE 26 – PARKING

26.01 Employees, members of the bargaining unit shall be allowed the preferred staff parking rates. ***The Employer confirms that it will not increase the employees preferred parking rate beyond the negotiated salary increase per calendar year.***

The Employer shall provide an early bird parking rate of \$4.60 for all employees starting at 6:00 a.m. or earlier.

The Employer shall provide an evening preferred parking rate of \$4.60 for all employees starting at 15h00 or later.

The Employer shall cover the cost of parking for employees working overtime.

ARTICLE 27 – JOB CLASSIFICATION AND RECLASSIFICATION

27.01 Employees shall be provided with a complete and current copy of their job description, ***including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization. The Employer shall not make changes to an employee's statement of duties and responsibilities (job description) without notifying the employee of such changes in writing.***

ARTICLE 31 – BENEFITS

- 31.01 The Corporation agrees to pay part-time employees, in lieu of benefits such as medical, dental, pension, life and sick leave, the following amount: ~~\$0.35~~ **\$1.0** per hour as at April 1, 2007, **except where the Employer is required to make pension contributions pursuant to the Public Service Superannuation Act on the employee's behalf.**
- 31.02 **For full-time employees, the application of the present Group Insurance and Pension benefits shall continue in respect of the full-time continuing employees under this Agreement.**
- 31.03 **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.**
- 31.04 **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.

- 31.05 **The Employer shall provide each employee who contributes to the Public Service Superannuation Plan with a detailed statement of pension contribution and estimated entitlement on an annual basis. Official quotes will remain the responsibility of the pension plan administrator (Public Works and Government Services).**

Sick Leave 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 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

- d) **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.**
- e) **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 f) below.**
- f) **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 f) i) above.**
- g) **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.***
- h) 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.***
- i) 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.***

ARTICLE 32 – NO DISCRIMINATION / NO HARASSMENT

Delete current language and replace with:

~~32.1 No Discrimination~~

~~There shall be no discrimination with respect to any employee by reason of race, religion, national origin, colour, ethnic origin, age, a criminal conviction for which a pardon has been granted, marital status, sex, sexual orientation, family status, or disability.~~

~~32.2 No Harassment~~

- ~~a) Every person who is an employee has a right to freedom from harassment in the workplace by anyone because of race, religion, national origin, colour, ethnic origin, age, a criminal conviction for which a pardon has been granted, marital status, sex, sexual orientation, family status or disability.~~
- ~~b) Personal harassment is unsolicited behaviour which is directed at or is offensive to another individual. It includes threats, gestures, innuendo, remarks, slurs and taunting.~~

32.01 *The parties acknowledge that, in the work place, there shall be no discrimination, interference, restriction, coercion, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, marital status, sex, sexual orientation, gender identity and expression, family status, mental or physical disability, political affiliation, a criminal record for which a pardon has been granted or membership/activity in the Union.*

32.02 *The parties recognize the right of employees to work in an environment free from sexual and personal harassment and the Corporation undertakes to ensure that sexual and personal harassment will not be tolerated in the work place.*

32.03 *The parties acknowledge that in the event of ambiguity in wording or conflict between Articles, the interpretation which best promotes the elimination of direct or adverse effect discrimination is to be adopted.*

32.04 *Harassment refers to actions that are unwelcome whether they be verbal, written, or physical and which prejudice an employee's job security, undermine an employee's job performance or create a negative psychological or emotional state for an employee.*

32.05 Those acts which constitute harassment may include, for the purposes of clarity but without limitation:

- **Unsolicited physical contact, pushing, grabbing or other touching;**
- **Comments and/or suggestions which might reasonably be found by the complainant to be unwelcome, objectionable, offensive or to cause discomfort on the job;**
- **Persistent sexual or unfriendly propositions;**
- **Insults or taunting based on any of the grounds cited in clause 32.01 or that are personal in nature;**
- **Verbal abuse or threats which negatively influence a person's career or ability to carry out his/her responsibilities.**

32.06 Normal social contact between people based on mutual consent does not for these purposes constitute harassment. Lodging a harassment complaint is not, in and of itself, considered harassment.

32.07 In the event of a complaint under this Article, the Corporation agrees to follow the process described in the "No discrimination/ No Harassment Policy". The ability of the complainant to address his/her complaint on the same matter through the grievance process, as outlined in Article 9 is not restricted by the filing of a complaint under the Employer policy.

32.08 Internal problem solving should be undertaken, if appropriate. However, upon mutual consent, the parties may appoint an independent fact-finder, the cost of which will be covered by the Corporation and who will act in accordance with the terms of reference mutually accepted by the parties.

32.09 The filing of a harassment complaint will not prejudice the job security or promotional opportunities of the complainant.

32.10 Upon mutual consent of the parties, the matter may be referred to a mediator acceptable to the Corporation and the Union who will recommend appropriate remedies. The Corporation shall pay the full cost of the remuneration and expenses of the mediator.

32.11 The Corporation shall provide no discrimination / no harassment training for all employees, including training on recognizing and dealing with discrimination and harassment in the workplace.

NEW – CALL BACK PAY

- a) *When full-time employees have left the Corporation premises and are recalled to a place of work, 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.*

NEW – BILINGUALISM BONUS

An employee who occupies a position for which there is a clear requirement for the use of both official languages in the performance of the duties of the position, shall be entitled to a bilingualism bonus.

The bilingualism bonus consists of an annual payment of \$800, calculated on a monthly basis and paid on the same basis as regular pay.

An eligible employee shall be entitled to receive the bilingualism bonus for the full month for any month in which the employee receives a minimum of ten (10) days' pay in a position(s) to which the bilingualism bonus applies.

Part-time employees who work more than one-third of the normal period are paid the bonus on a prorata basis to be calculated in reference to the normal hours these employees are expected to work.

NEW – PREMIUMS

a) *Employees who work from midnight to 08h00 Monday to Saturday will receive a shift premium of ~~seventy-five cents (\$0.75)~~ one seventy-five (\$1.75) per hour for all hours worked.*

- b) *Full-time continuing employees who work on Sunday will receive a premium of ~~seventy-five cents (\$0.75)~~ one seventy-five (\$1.75) per hour for all hours worked.*

NEW – LAYOFF AND RECALL

- 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.**

NEW – TECHNOLOGICAL CHANGE

“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 hold meaningful consultation 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 meaningfully 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.***

NEW – Social Justice Fund

The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

NEW – Severance Pay

In recognition of length of service, when employment terminates with the Corporation, employees will receive severance benefits calculated on the basis of their weekly rates of pay, as follows:

- ***Same provisions as the Property Management Group for full-time employees.***

Part-time employees will be entitled to receive severance benefits of two (2) shifts of 4 hours for every six (6) months of service at the NAC, in case of lay-off. In case of death, release for incapacity and rejection on probation, a part-time employee will be entitled to receive one (1) shift of 4 hours for every six (6) months of service.

NEW – No Contracting Out

There shall be no contracting out or privatisation of bargaining unit work, except by explicit mutual agreement in writing between the Union and the Employer.

I. Competitive Economic Increases

The Union proposes the following general economic increases to all rates of pay (“Appendix A”) for all National Arts Centre group members:

1. Effective April 1, 2015: 3%.
2. Effective April 1, 2016: 3%.
3. Effective April 1, 2017: 3%.

II. Grid Restructure

The Union proposes the removal of the three lowest increments for Ushers, and to restructure a uniform, two step, annual increment pay grid for all bargaining unit employees, including Box Office classifications. The restructuring would be administered prior to the application of the negotiated 2015 general economic increases:

APPENDIX "A" RATES OF PAY

		April 1, 2014	Restructure	
Usher	0-12 months	12.18		
	12-24 months	12.67		
	24-36 months	13.19		
	36-120 months	14.35	0-12 months	14.35
	120 months +	14.62	12 months +	14.62
Tour Guide	0-120 months	16.28	0-12 months	16.28
	120 months +	16.56	12 months +	16.56
Captain Usher	0-120 months	17.82	0-12 months	17.82
	120 months +	18.09	12 months +	18.09
Attendant, Assistant			0-12 months	25.03
			12 months +	25.46
Senior Assistant, Supervisor			0-12 months	29.66
			12 months +	30.17

Pay Notes and Pay Increment Administration

Grid Restructure

- 1. An employee shall be placed on the Restructure scale of rates which is closest to but not less than the employee's former rate of pay.**
- 2. The pay increment period for employees is twelve (12) months. A pay increment shall be to the next step on the pay grid.**
- 3. Where a pay increment and a general economic increase are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the general economic increases.**

III. Market Adjustment

To ensure comparability and competitiveness with terms and conditions of employment in similar occupations, the Union proposes a market adjustment of 12.24% to all levels of the Usher salary grid, and a 4.98% market adjustment to all levels of the Captain Usher salary grid. The adjustments would be administered after the Grid Restructure and prior to the application of the negotiated 2015 general economic increases.

The adjustments are based on the differences between the 2014 NAC Job Rates for these classifications and their counterparts at the Place des Arts, Montréal:

	2014
Usher	
NAC	14.62
Place des Arts	16.41
Differnece	12.24%
Captain Usher	
NAC	18.09
Place des Arts	18.99
Difference	4.98%

III. Duration

ARTICLE 29 – DURATION OF AGREEMENT

- 29.01 The parties hereto agree that this Agreement shall be effective from April 1st ~~2012~~ **2015** until midnight March 31, ~~2015~~ **2018** and thereafter from year to year unless written notice of intention to negotiate is given by either party to the other party within the period of ~~three (3)~~ **four (4)** months immediately preceding the date of the expiry of this agreement.
- 29.02 This Agreement may be amended by mutual consent.
- 29.03 In the event that any law passed by Parliament applying to employees of the Corporation covered by this Agreement renders null any provision of this Agreement, the remaining provisions of the Agreement will remain in effect for the term of the Agreement.