

COLLECTIVE AGREEMENT

BETWEEN

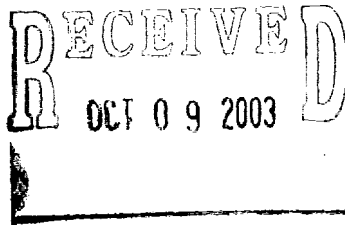
THE NATIONALARTS CENTRE CORPORATION

AND

**THE INTERNATIONAL ALLIANCE OF THEATRICAL
STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS,
ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS
TERRITORIES AND CANADA**

LOCAL 890

JANUARY 1, 2000 TO DECEMBER 31, 2004



06329108

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THIS COLLECTIVE AGREEMENT made in duplicate in the City of Ottawa, Province of Ontario, this 19th day of MARCH 2002.

BETWEEN: THE NATIONAL ARTS CENTRE CORPORATION, having its head office and business office in the City of Ottawa, Province of Ontario, Canada. (Hereinafter called the "Centre")

- and -

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, Theatrical Wardrobe Attendants' Local 890, Ottawa, Ontario, Canada. (Hereinafter called the "Union").

ARTICLE 1 - PURPOSE

- 1.01 It is the general purpose of this Agreement to set forth the conditions of employment, the rates of pay and hours of work to which both parties have agreed, and to provide a procedure for the prompt and fair settlement of grievances.

ARTICLE 2 - SCOPE

- 2.01 **Principal Areas** - This Agreement shall apply to all persons supplied by the Union to work as Wardrobe Attendants and Wardrobe Mistresses for performances in Southam Hall, the Theatre and the Studio.
- 2.02 **Other Areas** - This agreement shall also apply to all persons supplied by the Union to work as Wardrobe Attendants and Wardrobe Mistresses for performances in "Other Areas". For the purposes of this agreement "Other Areas" shall mean Rehearsal Halls A and B, the Salon, the Foyer Plaza, the Terraces, the Hall

entrances, Le Cafe, the Le Cafe Terrasse, the Fourth Stage, the Panorama Room, and the Fountain Room of the National Arts Centre.

- 2.03 In the event that the Centre engages in work not covered by Article 2 – Scope, the Centre agrees to meet with the Union and discuss in good faith the possibility of such work being performed by Union members.

ARTICLE 3 - RECOGNITION

- 3.01 The Centre hereby recognizes the Union as the exclusive bargaining agent of all persons in the bargaining unit as defined in Article 2.
- 3.02 As the Union is a member of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, nothing in this contract shall ever be construed to interfere with any obligation the Union owes to such International Alliance by reason of a prior obligation, provided that the foregoing shall in no event be construed or applied so as to contravene any applicable Federal or Provincial Law.

ARTICLE 4 - UNION SECURITY

- 4.01 A Performance is defined as a staged production presented to a specific audience as a complete work or programme. Access to the venues listed in Clause 2.02 shall be controlled by means of tickets being issued or sold to the public.
- 4.02 Except as hereinafter provided, the Centre shall employ no one but personnel in good standing in the Union within those areas and jurisdictions covered by this Agreement. All personnel so employed shall remain in good standing as a condition of employment.

- 4.03 The Union agrees to supply competent workers to perform such work as required in the areas defined in Article 2. .Scope, in the Centre, and will cooperate to the fullest extent with the Centre in furnishing the required number of workers at all times. If the Union is unable to supply sufficient competent workers as required by the Centre from time to time, the Centre may secure from any source such number of workers as may be required.
- 4.04 The Union further agrees to supply the same crew of workers for the preparation, rehearsals and performance of a production and that substitutes will only be made in case of illness or injury.
- 4.05 Overtime shall be worked when required by the Centre subject to the terms and conditions of this Agreement.
- 4.06 The Union agrees that when the Centre hires a Department Head the Centre shall have the sole right to select the Head provided that the member is and remains in good standing with the Union.

When a Department Head is required the Centre shall post the position.

- 4.07 a) The Centre agrees that costumes being entirely produced in the Wardrobe Department of the Centre by Members of the Wardrobe Attendants' Union shall bear the IATSE crest.
- b) Credits in any House programme published by the Centre will be given to IATSE, Local 890, as the supplier of the Wardrobe Mistress (Master) and Wardrobe Attendants. The IATSE emblem shall be displayed in the house programme and will also be displayed in any video, film, television broadcast, or webcast produced by the Centre, when other production credits are given. Whenever possible, names will be listed.
- 4.08 a) Wardrobe members shall be called in to work on all performances, as defined in Clause 4.01, and for the maintenance, distribution, and storage of costumes for those performances, except for the following events: concerts

(including choir concerts), recitals, chamber music concerts, film presentations, conferences, lectures, meetings, convocations (except as provided in Clause 4.08 b)), and catering functions such as banquets, and receptions.

- b) In the event that a convoker engages persons specifically to assist the convocants with robing and disrobing, or when the convoker specifically requests it, a wardrobe member or members shall be called to assist with the said robing and disrobing, and to provide maintenanceto the robes, should it be required. Workers called to work under this article shall be paid by the hour, subject to Clause 9.07.
- c) When maintenance is required for an event excepted in Clause 4.08 a), the Centre may, at its discretion, call a worker in to perform that maintenance. Workers called to work under this article shall be paid by the hour, subject to Clause 9.07.
- d) Where a performer ~~is~~ accompanied by his or her own dresser or ~~a~~ person acting as a dresser, a wardrobe member shall be called in to assist each dresser.
- e) When any emergency maintenance or ~~repair~~(s) are required during a concert, recital or chamber music event, the Centre shall require that such maintenance or repairs be effected by a wardrobe member already on call. This worker shall receive an additional one (1) hours pay at the applicable rate.

4.09 The first person called to work under this Agreement shall be considered to be and shall be paid the Wardrobe Mistress (Master) hourly rate.

4.10 a) Since it is the intention of the parties hereto to comply with Clause 4.02 at **all** times, the Centre agrees to inform the Union's Business Agent by means of an official Production Department Operations Schedule, no less than forty (40) hours, prior to the beginning of the first call of the day, as to the timing and required amount of workers for that day. For the purpose of this Clause, the first call of the day shall be

deemed to commence at 08:00 hours. This does not restrict the right of the Centre to adjust the call to meet the requirements of the production up to not less than sixteen (16) hours in advance of the first call of the day.

- b) Cancellation - The Centre may cancel a work call, performance call or dress rehearsal by notifying the Business Agent no less than sixteen (16) hours prior to the beginning of the call. Should the Centre cancel a call with less notice than outlined in this Clause, members entitled to that call shall be paid an amount equal to four (4) hours at the applicable rate. If the cancellation is caused by Acts of God, performer illness, power failures or other like unforeseeable emergencies a minimum of four (4) hours at the applicable rate shall be paid to the members entitled to that Call. If the member is notified prior to reporting for work, no payment shall be required.

- 4.11 Stand-by - Where the Centre has specifically requested that a member be on stand-by and available to report to work on a specific day, such person shall be remunerated for that day as per Clause 9.07.
- 4.12 The Centre shall provide the Union a space to be assigned as a Union Office.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union 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.
- 5.02 It is recognized that the Centre has the following rights: the selection, direction and determination of the size of its work force other than when Clause 13.01 applies, including the right to hire, to dismiss or discipline for proper cause, to determine the timing, requirements, and methods of work; to determine job qualifications; to make such rules and regulations as may be

deemed necessary for the conduct and management of the National Arts Centre.

- 5.03 The rights referred to in Clauses 5.01 and 5.02 above shall be exercised subject to the terms of this Agreement.

ARTICLE 6 - JOINT CONSULTATION

- 6.01 a) To facilitate discussions on matters of mutual interest, 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. Meetings will be held at the request of either party.
- b) Meetings of these Committees will be held on the Employer's premises.
- c) 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.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 Grievances shall be adjusted and finally settled without stoppage of work by the following steps:
- 7.02 **Step 1** - All differences concerning the interpretation, application or alleged violation of this Agreement shall be reported, in writing and signed by the employee or union member concerned, to the Production Director within seven (7) days following the date the circumstances giving rise to the grievance became known or should reasonably have become known. The Production Director

shall reply in writing to the employee within the seven (7) days that follow the presentation of the grievance.

- 7.03 **Step 2** - If the reply of the Production Director is judged unsatisfactory, the grievance may be referred in writing, within the seven (7) days that follow, to the Director of Human Resources, or their representative. The Director of Human Resources, or their representative shall reply within fourteen (14) days in writing and, if deemed necessary, a meeting may be called with the Union representative, the employee and another person who the Director of Human Resources or their representative may deem appropriate, at a time mutually agreed upon.
- 7.04 **Step 3** – If the reply of the Director of Human Resources, or their representative, is judged unsatisfactory, the grievance may be referred in writing within the seven (7) days that follow to the Director General / CEO or their representative. The Director General / CEO or their representative shall reply within seven (7) days in writing and if deemed necessary a meeting may be called with the Union representative and the employee at a time mutually agreed upon.
- 7.05 Any grievance involving the interpretation, application or alleged violation of this Agreement may be referred to arbitration by either party providing Steps 1, 2 and 3 have been followed through to conclusion, but no later than seven (7) days, unless otherwise mutually agreed upon, after receipt by the Union of the decision of the Director General/CEO or their representative.
- 7.06 The party desiring to submit to arbitration shall deliver to the other party a notice in writing of its intention to arbitrate. This notice shall state the matter at issue in concise terms and shall state precisely in what respect the Agreement has been violated or misinterpreted, by reference to the specific clause or clauses relied upon. The notice shall also stipulate the nature of the relief or remedy sought.

- 7.07 Within thirty (30) days of the date of delivery of the foregoing notice, the parties shall attempt to agree on the appointment of an Arbitrator.
- 7.08 Should the parties fail to agree on the selection of an Arbitrator within the thirty (30) days prescribed in Clause 7.07 the party requesting arbitration shall ask the Federal Minister of Labour to appoint one.
- 7.09 The fee and expenses of an Arbitrator shall be borne equally by the parties.
- 7.10 The Arbitrator shall hear and determine the difference and the decision shall be final and binding upon the parties and upon any employee affected by it. The Arbitrator shall have no power to alter, add to, subtract from, amend, modify, or substitute any part of this Agreement.
- 7.11 Saturdays, Sundays and Legal holidays will not be included in the limits of the specified delays of this Article.
- 7.12 The time delays set forth in this Article may be extended by agreement between the parties. The time delays shall be extended at the request of either party to allow for discussion of the matter by the Joint Consultation Committee.

ARTICLE 8 - STRIKES AND LOCKOUTS

- 8.01 So long as this Agreement continues to operate, there shall be no lockout by the Centre and there shall be no strikes, work stoppages, work slowdown or any other action which may disrupt the normal operations of the Centre.

ARTICLE 9 - HOURS OF WORK

- 9.01 **Work Week** - The work week shall consist of forty (40) hours between the hours of 08:00 on Monday and 24:00 on Saturday.

- 9.02 **Work Day** - The work day shall consist of eight (8) hours.
- 9.03 Sunday is deemed to begin at 24:00 on Saturday and to end at 08:00 on the following Monday.
- 9.04 a) **Performance** - For the purpose of pay computation according to this Agreement, a Performance call shall in all instances, except as provided in Clause 9.05, be paid as four (4) hours at the applicable hourly rate.
- A Performance call shall consist of a performance period of three and one-half (3 1/2) hours which shall begin one-half (1/2) hour before the scheduled commencement of the performance as recorded on the Production Department Daily Call Sheet and end at the final curtain, as well as a fifteen (15) minute costume storage period commencing at the final curtain.
- b) Any member working a performance period lasting longer than three and one-half (3 1/2) hours but no more than four (4) hours shall be paid an additional one-half (1/2) hour pay at the applicable hourly rate.
- c) **Youth Short Performance** - For the purpose of pay computation according to this Agreement, a Youth Short Performance call shall in all instances, except as provided in Clause 9.05, be paid as three (3) hours at the applicable hourly rate. A Performance shall be a Youth Short Performance if 1) the presentation is for audiences of High School age or younger, and 2) the majority of tickets for the run are sold to the general public and 3) the performance period is no longer than two (2) hours in duration beginning one-half (1/2) hour before the scheduled commencement of the performance as recorded on the Production Department Daily Call Sheet and ending at the final curtain, as well as a fifteen (15) minute costume storage period commencing at the final curtain.

9.05 Youth Programmes - Youth Programmes shall be excluded from the performance conditions in Clause 9.04. All work relating to Youth Programmes shall be remunerated on an hourly basis and in accordance with Clause 9.07. A presentation shall be defined as a Youth Programme if, 1) it does not exceed one and one-half (1 1/2) hours from the scheduled commencement of the performance as recorded on the Production Department Daily Call Sheet to the final curtain and, 2) it is for audiences of High School age or younger and, 3) the majority of the audience for the run is composed of school groups or the majority of the audience for the run is not composed of school groups and tickets are sold to the general public but the "Centre" and the "Union" have agreed that the presentation is for audience development and educational purposes.

A presentation that has been restructured for sale to the general public shall not be considered a Youth Programme for that performance, in which case, Clause 9.04 shall apply.

For Youth Programmes the five (5) hour call provided for in Article 12 shall not be applicable.

For Youth Short Performances and Youth Programmes the "Centre" agrees to consult with the "Union" prior to making its determination as to which shall be the basis of payment for a presentation.

9.06 Dress rehearsal - A dress rehearsal shall be **so** considered if all elements necessary to a performance are present and used, including but not limited to costumes, make-up, sets, lights, properties, sound, artists and orchestra, and if the rehearsal is conducted as a performance. When a production requires a dress rehearsal there will be only one dress rehearsal per cast. The dress rehearsal will be scheduled by the production department and notification will be made through the daily call sheet. Additional dress rehearsals may be scheduled by the Centre. Other rehearsals will be considered as technical rehearsals even if all the above elements are present.

A dress rehearsal shall be considered to be a performance for the computation of time and pay.

- 9.07 Minimum pay for all calls shall be four **(4)** hours at the applicable rate, except as provided in Clause 9.05.
- 9.08 **Continuity of Services** - The call for a performance and dress rehearsal may be extended for a maximum total of two (2) hours for any purpose. This may be either two (2) hours before, or one (1) hour before and one (1) hour after a show, with the exception of matinees where it may be two (2) hours after the show.
- 9.09 **Computation of Time** - Except as herein provided, workers employed on an hourly basis shall be paid to the end of their whole hour of work.
- 9.10 Any call to work after a break of more than two (2) hours shall constitute a new minimum call at the applicable rate.

ARTICLE 10 - DESIGNATED HOLIDAYS

- 10.01 The following days shall be considered as holidays:

New Year's Day*	Labour Day*
Good Friday*	Thanksgiving Day
Victoria Day	Remembrance Day
St-Jean Baptiste Day	Christmas Day*
Canada Day*	Boxing Day
Civic Holiday	

"Doubletime days (see Clause 11.03)

- 10.02 Where New Year's Day, Canada Day or Christmas Day falls on a Sunday, the next day is, in lieu thereof, a holiday.
- 10.03 A holiday shall be deemed to begin at midnight on the preceding day and end thirty-two (32) hours later.

- 10.04 a) Workers who have worked at least ten (10) days during the thirty (30) calendar days immediately preceding one of the holidays listed in Clause 10.01 will be paid holiday pay for such holiday equal to their average daily pay for days worked during the said thirty (30) day period.
- b) Workers have worked **less** than ten (10) days during the thirty (30) calendar days immediately preceding one of the holidays named in Clause 10.01, shall be entitled to be paid holiday pay equal to one-twentieth (1/20) of the wages they have earned during the said thirty (30) day period.

ARTICLE 11 - STRAIGHT TIME AND OVERTIME

- 11.01 All work performed by workers within the Centre between the hours of 08:00 and 24:00 Monday through Saturday and not exceeding eight (8) hours a day or forty (40) hours per week, excluding meal breaks, shall be paid at straight time.
- 11.02 All work performed by workers within the Centre, in excess of eight (8) hours in a day or forty (40) hours in a week, and all work performed between the hours of 00:01 and 08:00 Tuesday through Saturday shall be paid at the rate of time and one-half.
- 11.03 All work, including performances and dress rehearsals and pack-outs, performed on Sundays and on Christmas Day, Good Friday, Canada Day, New Year's Day and Labour Day as herein defined shall be paid for at double the applicable rate. Work on other holidays shall be paid at time and one-half.
- 11.04 If the hours paid to a worker in a week including performance credits, exceeds forty (**40**) hours, then any such excess hours for which an overtime payment has not been received shall be paid for at time and one-half.
- 11.05 In no case shall overtime accrue on overtime.

- 11.06 All calls to work starting prior to 08:00 will be paid for at the applicable rate and this overtime rate shall continue to be paid until a break is given according to Article 12.

ARTICLE 12 - REST HOURS

- 12.01 a) After the first four **(4)** consecutive hours of work, or after a performance or dress rehearsal, except as provided in Clause 9.08, or after five (5) consecutive hours when scheduled by the Centre, in accordance with Clause 12.01 b), workers will be entitled to a one (1) hour unpaid rest period or to a half (1/2) hour paid rest period, by mutual consent between the Centre and the Union. All calls subsequent to the first call shall be no more than four **(4)** consecutive hours, except as provided in Clause 12.01 b). Subsequent rest periods shall occur only after three (3) or more consecutive hours of work or before the commencement of a performance or a dress rehearsal.
- b) A call of five (5) consecutive hours may be scheduled by the Centre, if the duration of that day's work, exclusive of performances and/or rehearsals is not in excess of nine (9) hours.

A call of five (5) consecutive hours may be scheduled by the Centre, for no more than the Show Crew of a production, within the week prior to the first public performance of that production, for the purpose of rehearsal only.

Workers called to work for a five (5) hour call shall be paid for the full five (5) hour period.

The five (5) hour call shall be limited to a maximum of one (1) per day.

- 12.02 Where, in emergencies, the Centre finds it to be impossible to schedule a rest period, workers will be paid in lieu thereof an additional amount equal to one hour's pay at the rate applicable at

the beginning of the fifth hour of the call, or the sixth hour if a five (5) hour call has been scheduled as per Clause 12.01 and this additional amount shall continue to be paid until a meal break is given.

- 12.03 When the break between two (2) work periods or between two (2) performances or between work and a show call is less than one (1) hour, food and beverage shall be supplied to the workers required for both periods. This food and beverage shall be paid for by the Centre to a limit of \$10.00 or as set forth in the Centre's Overtime and Meal Policy.

ARTICLE 13 - SPECIAL CONDITIONS

- 13.01 **Reduction of Crew and Yellow Card** - The Centre agrees to honour the minimum crew specified by the yellow card where such is applicable and further agrees not to reduce the number of workers working the performances of a production unless such show has been modified.
- 13.02 **Union Access to the Premises** - The Business Manager of the Union or his representative shall be admitted at all times into the areas covered by this Agreement to supervise conditions coming under the jurisdiction of the Union. At no time shall meetings be held with members during working hours.
- 13.03 **Community Programme** - Community Programming is intended to develop the Centre's relationship with the local performing arts community. The workers governed by this Agreement in Other Areas as defined in Clause 2.02, shall function with the maximum amount of co-operation and understanding with the visiting company. Workers shall be called when needed as determined by Article 4.

Community Programming shall be excluded from the definition of a performance in Clause 9.04. All work shall be remunerated on an hourly basis. A maximum of four **(4)** consecutive hours may be worked for Community Programming.

The Centre shall inform the Union by means of the Daily Call Sheet when a call to work is under the auspices of this Article.

The Wardrobe Mistress (Master) and the Wardrobe Attendant rates shall apply.

13.04 **Truck Loading and Unloading** - The Centre will attempt to determine if a Travelling Attraction being delivered to the Centre is travelling with a dedicated Wardrobe truck. When such a truck is expected, the Centre shall call a minimum of two (2) members to assist in the unloading, loading and distribution of the contents.

ARTICLE 14 - RATES OF PAY

14.01 a) The parties hereto agree that Wardrobe personnel shall be paid for services performed at rates not less than the amounts set out in the following schedule and that payments shall be made available every Thursday for the period that ended on the preceding Saturday night. Payment can also be made directly to the employee's bank account (direct deposit) if the Employer agrees to offer that service.

<u>Positions</u>	<u>Rates of Pay</u>				
	2000	2001	2002	2003	2004
Wardrobe Mistress (Master)	\$24.30	25.05	25.80	26.55	27.35
Wardrobe Attendant	\$20.30	21.05	21.80	22.55	23.35
Apprentice Member	\$20.30	21.05	21.80	22.55	23.35
Permit Worker	\$20.30	21.05	21.80	22.55	23.35

It is further agreed that the rate differential between that of the Wardrobe Mistress (Master) and that of the Wardrobe Attendant not exceed four dollars (\$4.00) per hour, for the life of this collective agreement.

b) When specifically requested by a touring ("yellow card)

production, a sewer capable of performing major maintenance or re-building costumes may be called to do so. Sewers will be called based on their ability to perform the maintenance. As these qualifications exceed those of Wardrobe Attendants and Wardrobe Mistresses, workers called to perform this work will be paid at the Wardrobe Attendant rate plus a premium of an additional two dollars (\$2.00) per hour.

14.02 Lectures, meetings, motion picture, public videotape and slide presentations and other events shall be paid for at the hourly rate.

14.03 When workers are called to provide wardrobe services to a production under clause 4.08 a), an amount equal to one and one-half times (1 1/2) times the Wardrobe Mistress rate shall be paid to the Wardrobe Mistress and the Wardrobe Attendants for packing out costumes during and for one (1) hour after the performance. All members working a performance shall be required to work the pack-out if it takes place on closing night. When workers are called, at the discretion of the Centre, to provide wardrobe services to attractions excepted from Clause 4.08 a) a pack-out shall be performed and paid only when expressly requested by the Centre. If there is no pack-out requested, the performance shall be deemed to end at the final curtain. For the purposes of Clause 11.03, a pack-out shall only be paid at double-time rate if the performance to which it is related is paid at double-time rate.

All work performed after this one (1) hour period shall be paid for at the applicable hourly rate. If maintenance (not including drying) is required to prepare costumes for pack-out, an additional hours' pay at the appropriate hourly rate shall be paid. The minimum four (4) hour call shall apply to others called in to pack-out.

14.04 **Work Before the Public in Costume** – When the Centre requires a worker to perform work which falls under the jurisdiction of the Union in a costume related to the production, that worker will be paid an additional sum of \$15.00 for each performance, for the life of the Collective Agreement.

- 14.05 a) **Television, Film, and Webcasting** - It is agreed that when areas of the Centre as defined in Article 2 are used for televising, video taping, motion picture making or webcasting, all work within the jurisdiction and/or competence of the Union, by virtue of the present Agreement, shall be handled by workers who shall be paid by the television or motion picture companies at the rates and under the terms and conditions established by the Union for such work. The Centre undertakes to make payments due to wardrobe workers provided that the Union has provided to the Centre a statement of the rates, terms and conditions established by the Union and agreed to by the television or motion picture company, said statement is to be signed by the latter and presented to the Centre prior to the performance.
- b) When a show that is produced or co-produced by the Centre is telecast, recorded for future telecast, **webcast** or filmed, those members who are employed for performances of that show will be paid an additional amount equal to the amount paid for the performance call on the final day of the televising, video or audio taping, webcasting, or filming.
- 14.06 **Photo-Calls** - It is agreed that photo-calls, i.e., calls made specifically for the purpose of photographing a production, shall be paid for at the prevailing hourly rate with a minimum call of four **(4)** hours for the performance crew.
- 14.07 **Publicity Photos, News Film and Webcasting** - The Union specifically agrees that press and publicity photographs, news films and journalistic pieces focussed on the Center and its activities intended for the promotion of the public interest in the Centre, may be made without restrictions and without additional payment. Such photographs, films and **webcasts** may also be produced in the hours preceding or following a performance and the provisions of Clause 9.08 shall apply.
- 14.08 **Rentals** - When the Centre rents, leases or loans its premises to third parties it undertakes to collect wages due to wardrobe

workers from lessees provided that the Union has provided the Centre with a signed quotation of such wages at least six (6) hours prior to the last performance.

- 14.09 **Vacation Pay** - The Centre agrees to pay each member of the Union vacation pay equal to eight percent (**8%**) of that member's wages, except that any member who has completed ten (10) years of active service* at the Centre as of June first of any year shall be eligible for ten percent (10%) vacation pay from that time onwards.

*A year of active service shall be credited to each member who worked as a Wardrobe employee of the Centre during any year from 1969 to 1973 inclusive; from 1974 onwards, a year of active service shall be a calendar year during which the member was paid more than 500 hours under the terms of this Agreement.

The Centre agrees to pay each Apprentice Member vacation pay equal to six percent (6%) of the worker's wages for the calendar year.

The Centre agrees to pay each Permit Worker vacation pay equal to six percent (6%) of the worker's wages for the calendar year.

Such payments will be made to workers during the first week of June, in addition to which each worker will have the right, once each year, to the payment of accumulated vacation pay provided the worker gives the Centre one week's advance notice.

- 14.10 **WSIB Compensation** - The Centre agrees to cover all workers supplied by the Union for work at the Centre under the coverage of the WSIB Compensation Act or some similar insurance coverage with benefits at least equal to those provided by the said Act.
- 14.11 **Other Areas** - In other areas as defined in Clause 2.02, it is agreed that Union workers shall be used to perform work when labour is required to handle costumes related directly to

performances, as defined in Clause 4.01, and fashion shows, exclusive of banquets, receptions, meetings or exhibitions. Workers mentioned above will also be used for moving costumes, which belong to any of the three performance areas mentioned in Clause 2.01 to and from any of the areas mentioned in Article 2 – Scope. Workers already on call somewhere in the Centre and working for the Centre may perform such work within the already existing call to work. Should a worker be called to work specifically in an area covered in Clause 2.02, the provisions of Clause 9.08 shall apply in the case of a performance.

- 14.12 When the Centre sends out a professional company with a production mounted for Southam Hall, the Theatre, the Studio and which will perform before a ticket buying public the Union shall be responsible to provide a Wardrobe Mistress (Master) of the Centre's choice.

The Centre shall make every reasonable effort to post all touring positions for a period of thirty (30) days. A copy of these postings shall be sent to the Business Agent and another posted on the I.A.T.S.E. 890 bulletin board.

- 14.13 **Bereavement Leave** - A member shall be granted paid leave in the event of a death in the immediate family where a member is already working on a production spanning at least two weeks and must be replaced for three (3) consecutive days including the day of the funeral. Payment is limited to the normal scheduled show call or work call for the three (3) days to a maximum of eight (8) hours at straight time per day. Time paid shall not count as time worked for purposes of later computation of overtime. Members of the immediate family shall be defined as mother, father, spouse/partner, children, brother, sister, mother-in-law or father-in-law.

- 14.14 **Employee Documentation** - It shall be the responsibility of the Union to assure that any personnel supplied by the Union are properly and adequately documented for payroll purposes. Such documentation shall consist of the worker completing a TO-I form and/or such other information as may be required by the Centre.

14.15 Apprentice Programme – An Apprentice member shall be a person meeting the criteria of the International, and the Union shall be responsible to uphold those criteria and to keep Management informed of the names of the participants at all times.

14.16 Pension Fund – The Centre will contribute an amount equal to seven percent (7%) of the gross wages earned by those members who have elected to participate in the Retirement Savings Plan, for those who have ten (10) years and more of service, the Centre's contribution will be nine percent (9%). The years of service will be determined in the application of Clause 14.09 second paragraph. Those members who have elected to participate in the retirement savings plan will contribute an amount equal to five percent (5%) of their gross wages.

"Gross wages" shall be defined as wages earned while in the employ of the Centre within the scope of the present collective agreement.

14.17 Welfare Fund - The Centre agrees that it shall contribute a sum equal to three and one-half percent (3 ½%) effective January 1, 2000 of the total gross wages paid to all members of the Union on a monthly basis by cheque payable to the Union. This welfare fund shall be administered exclusively by the Union for the establishment of benefits supplementary to those already existing to members of the Union under federal or provincial legislation, the contract between the Centre and the Union, or under any other existing social welfare schemes.

The contributions by the Centre shall be used for the payment of group insurance plan premiums available through established insurance companies, the balance to be made available for emergency situations for members in distress. At no time shall any monies from the fund be used for the general administration of the Union or for the purpose of a strike fund. Annually at March 31st, a Welfare Fund financial statement will be submitted to the Chief Financial Officer of the Centre.

ARTICLE 15 - GENERAL

- 15.01 Incompetence - The Centre may refuse to employ and may demand replacement for any worker reporting for duty in an intoxicated condition or who brings intoxicating beverages or substances into the premises of the Centre or who is incompetent to perform his duties or who otherwise contravenes the rules and practices of the Centre.
- 15.02 Discipline and Time-Sheets - Subject to any direction she may receive from management, a Wardrobe Mistress shall be responsible for discipline in dressing room areas in respect of all employees subject to this Agreement. She will, moreover, check and forward time-cards and the various accounts of said employees to the management and if the work has been performed for a lessee, she must have these documents countersigned by the lessee or his authorized representative. All time actually worked and all hours paid must be recorded as provided for by the Centre and the Centre shall not be required to pay for any time not properly recorded.
- 15.03 Notices of Union meetings may be affixed to a board designated for this purpose. All such notices must be signed by a representative of the Union.
- 15.04 The duties of the Wardrobe Mistress (Master) and Wardrobe Attendant are contained in the Official Job description.
- 15.05 Where mutually agreed upon the Wardrobe Mistress (Master) shall be required to remain in the Wardrobe Room while a large show is in progress. This clause shall apply to large shows where the number of costumes and changes warrants.
- 15.06 When a Wardrobe Mistress (Master) is assigned to a NAC mounted production or co-production, the Centre will make every reasonable effort to provide a script forty-eight (48) hours in advance.

- 15.07 Where Wardrobe members are assigned to a NAC mounted production or co-production, they may at the option of the Centre, be required to attend at least one non-costumed rehearsal with pay.
- 15.08 In keeping with the Centre's commitment to the Official Languages Act, the Centre shall provide a copy of the Collective Agreement to members in the Official Language of their choice.

When there are disputes in the interpretation of this Collective Agreement the English version shall take precedence.

ARTICLE 16 - PARKING

- 16.01 Wardrobe Union members shall be allowed the preferred staff parking rates.

ARTICLE 17 - SAFETY

- 17.01 a) Where an employee has reasonable cause to believe that the use or operation of a machine, device or thing would constitute an imminent danger to their safety or health or another employee's or a condition exists in any place that would constitute an imminent danger to their own safety or health, that employee may refuse to use or operate the machine, device or thing or to work in the place.
- b) Where the employee refuses to use or operate a machine, device or thing or to work in a place they shall forthwith report the circumstances to their Wardrobe Mistress (Master) and/or a management representative.
- c) The Wardrobe Mistress (Master), a management representative with a member of the NAC Health & Safety Committee, and a Union representative shall forthwith investigate the report in the presence of the employee who made the report.

- d) Where the management representative and the NAC Health & Safety Committee, Wardrobe Mistress (Master) or Union representative dispute the report or where after corrective action has been taken and the employee refuses to use or operate the machine, device or thing or to work in the place, the NAC Health & Safety Committee shall notify a safety officer, as defined in Part II of the Canada Labour Code.

ARTICLE 18 – DURATION AND RETROACTIVITY

- 18.01 The parties hereto agree that this Agreement shall be effective from January 1, 2000 to December 31, 2004 and thereafter from year to year unless written notice of intention to negotiate is given by either party to the other party not less than sixty (60) days prior to the termination date and that the conditions of this agreement remain in effect until a new Collective Agreement is signed.

The parties hereto agree that all the rates of pay in Article 14 shall be retroactive to January 1, 2000.

The Centre and the Union will mutually agree to the terms and conditions of the retroactivity date and distribution date.

- 18.02 This Collective Agreement, except for its term, may be amended by mutual consent of both parties in writing.

IN **WITNESS** WHEREOF the duly authorized officers and representatives of both parties have hereunto affixed their signatures this 19th day of March 2002.

NATIONAL ARTS CENTRE
CORPORATION

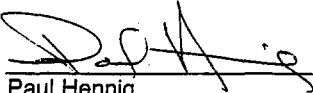
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MOVING PICTURE TECHNICIANS,
ARTISTS AND ALLIED CRAFTS OF
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TERRITORIES AND CANADA.
WARDROBE ATTENDANTS LOCAL
890.


Peter Herrndorf

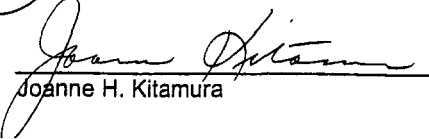

Sean McGuire


Alex Gazalé


Linda Dufresne


Paul Hennig


Sophia A. Trottier


Joanne H. Kitamura

Footnote: The use of either gender covers the other.

LETTER OF AGREEMENT

BETWEEN THE
NATIONAL ARTS CENTRE CORPORATION
AND
I.A.T.S.E. LOCAL 890

RE: CLAUSE 14.01 - PAY METHOD

Should the National Arts Centre Corporation elect to modify its method of payment from a cheque to a direct bank deposit system it agrees to consult with the Local prior to its implementation.

The purpose of such consultation would be to provide the Local the opportunity to discuss and clarify potential problems and conditions which would be faced by its membership.

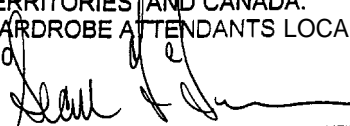
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NATIONAL ARTS CENTRE
CORPORATION

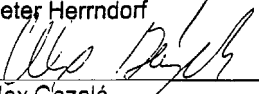
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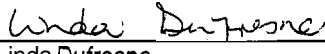
Peter Herrndorf



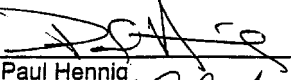
Sean McGuire



Alex Gazalé



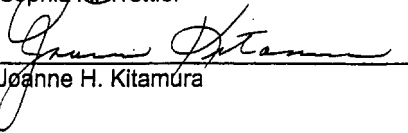
Linda Dufresne



Paul Hennig



Sophie A. Troitier



Joanne H. Kitamura

LETTER OF AGREEMENT

BETWEEN THE
NATIONAL ARTS CENTRE CORPORATION
AND
I.A.T.S.E. - LOCAL 890

The present letter of agreement defines the parameters which will be applicable for travelling attractions and co-productions.

1.00 - TRAVELLING ATTRACTIONS

- 1.01 When the NAC produces a touring production, it agrees to employ travelling members of the I.A.T.S.E. under the conditions of the I.A.T.S.E. Travelling Stage Employees' Contract (Pink Contract) subject to Article 14.12 of the present collective agreement.

2.00 - CO-PRODUCTIONS

- 2.01 a) A co-production is the means by which the NAC can make more effective use of its programming dollars by sharing the costs of a theatrical production. A co-production is also a means by which the NAC can exercise its national mandate by contributing to other artistic communities.
- b) A theatrical production leaving the NAC to play in another theatre's venue, will be considered a co-production if the NAC and the other theatre's producer define their involvement in the theatrical production as a joint venture. The NAC must indicate that it shares equitably with the other theatre's producer the cost of actors' and crews' salaries and benefits, the cost of travel and the cost of production materials and freight expenses. The NAC must also indicate that it does not retain revenues from the sale of tickets sold for performances outside the NAC.
- 2.02 a) When a co-production is presented in the other producer's theatre, the NAC will employ at least one member of the

Union required for the set-up of the production provided that their presence does not violate an I.A.T.S.E. collective agreement in force at the theatre. These members will be employed for the set-up and until such time as the in-house crew is familiar with the running of the production.

- b) The NAC shall inform the business agent, not less than ten (10) days prior to the set-up at the NAC, in order to ensure that there is continuity of service from the first NAC rehearsal to the end of the set-up in the co-producer's venue.
- 2.03 While in travel status with a co-production, a member will be paid a per diem allowance of \$60.00 to cover all living expenses, excluding travel and accommodation which will be arranged and paid by the NAC. For those days when travelling or working within the United States boundaries, the NAC will provide a per diem allowance of \$60.00 US or as set forth in the Centre's Travel Allowance Policy.
- 2.04
- a) Members will be paid a minimum of eight (8) hours a day at the Wardrobe Mistress (Master) rate, plus ten (10%) percent, travel days inclusive if travel days are required by the NAC. Total wages earned while employed for the set-up of a co-production will be no less than \$400.00.
 - b) In circumstances where the NAC requires a member to travel on the day of the set-up, the member will be paid a minimum of four (4) hours or actual time travelled. However, the member may choose to travel on the day previous to the set-up and will be compensated in the same manner.
 - c) All travel time will be paid at straight time and will not be included as part of the work day for the purpose of computation of time.
- 2.05 All conditions in the NAC - I.A.T.S.E. local 890 collective agreement, with the exception of rates of pay and working conditions regarding scheduling and rest breaks, shall be in effect.

2.06 The Wardrobe Person engaged to go with the show to the co-producer's theatre will supervise the pack-out at the **NAC**.

2.07 The **NAC** will provide a travel expense advance as per corporation policy if the request is received reasonably in advance of departure date.

The present letter of agreement is an integral part of the **NAC - I.A.T.S.E.** local 890 actual collective agreement.


IN WITNESS WHEREOF the duly authorized officers and representatives
of both parties have hereunto affixed their signature this 19th day of
March 2002.

NATIONAL ARTS CENTRE
CORPORATION

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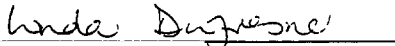
Peter Herrndorf



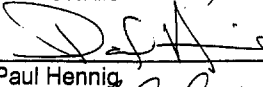
Sean McGuire



Alex Gazalé



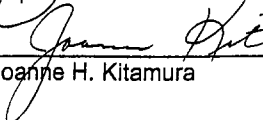
Linda Dufresne



Paul Hennig



Sophie A. Trottiér



Joanne H. Kitamura

LETTER OF AGREEMENT

BETWEEN THE
NATIONAL ARTS CENTRE CORPORATION
AND
I.A.T.S.E. LOCAL 890

RE: WIG AND MAKE-UP ATTENDANT AND MISTRESS

The present Letter of Agreement defines the parameters for Hair and Make-up employees supplied to the Centre by the Union.

1.0 - SCOPE

- 1.01 The Centre agrees to employ members of the Union in the Hair and Make-up department when requested to do so by a travelling (Yellow Card) attraction presented at the NAC.
- 1.02 When the Centre produces a touring production which requires Hair or Make-up employees, it agrees to employ travelling members of the I.A.T.S.E. under the conditions of the I.A.T.S.E. Travelling Hair and/or Make-up Employees' Contract (Pink Contract).

2.0 – COMPETENCE

- 2.01 The Union agrees to supply competent workers who have experience in the area of Hair and Make-up in a performing arts environment.
- 2.02 The Union agrees to maintain a separate roster for the purposes of supplying these workers.

3.0 – CONDITIONS

- 3.01 The general conditions of the Collective Agreement between the NAC and the Union shall be used as a guideline for employees governed by this Letter of Agreement.

3.02 Personnel shall be paid for services performed at rates not less than the amounts set out in the following schedule.

<u>Positions</u>	<u>Rates of Pay</u>				
	2000	2001	2002	2003	2004
Wig or Make-up Mistress (Master)	\$24.30	25.05	25.80	26.55	27.35
Wig or Make-up Attendants	\$20.30	21.05	21.80	22.55	23.35

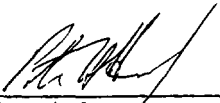
4.0 – SPECIAL CONDITIONS

4.01 The parties agree that productions and co-productions produced or presented by the Centre shall be excluded from this Letter of Agreement.

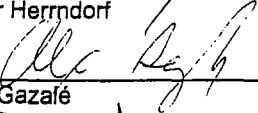
4.02 The Centre agrees that when a production, other than a travelling attraction, requests the services of Hair and/or Make-up it shall, without prejudice, recommend the services of members of the Union subject to this Letter of Agreement.

IN WITNESS WHEREOF the duly authorized officers and representatives
of both parties have hereunto affixed their signature this 19th day
of March 2002.

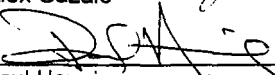
NATIONAL ARTS CENTRE
CORPORATION



Peter Herrndorf



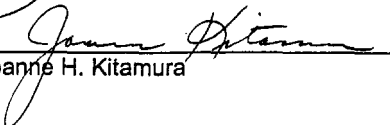
Alex Gazafé



Paul Hennig



Sophia A. Trottier

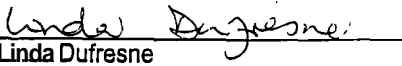


Joanne H. Kitamura

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890.



Sean McGuire



Linda Dufresne

LETTER OF MUTUAL AGREEMENT

BETWEENTHE
NATIONALARTS CENTRE CORPORATION
AND
I.A.TS.E. - LOCAL 890

It is agreed that the purpose of this letter of mutual agreement is to establish the temporary suspension of part of Clause 9.05. It is also agreed that both parties shall meet to discuss Youth Programmes between December 1st and January 1st of every year for the life of this contract for the purpose of renewal.


This letter is to read as follows:

Youth Programmes shall be excluded from the definition of a performance in Clause 9.04. All work relating to Youth Programmes shall be remunerated on a hourly basis. A maximum of four (4) consecutive hours may be worked for Youth Programmes. A presentation shall be a Youth Programme if it is presented by the Centre and is intended for audiences of high school age or younger for educational purposes and/or audience development and is a period of time from the scheduled commencement of the performance to the final curtain which will be no longer than one and one-half (1½) hours.

IN WITNESS WHEREOF the duly authorized officers and representatives of both parties have hereunto affixed their signature this 19th day of March 2002.

NATIONAL ARTS CENTRE
CORPORATION

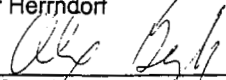
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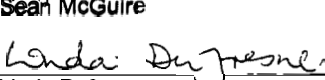
Peter Herrndorf




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Alex Gazalé



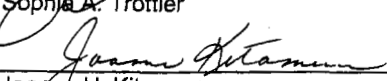
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Joanne H. Kitamura