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OCT 28

NATIONAL ARTS CENTRE SPECIAL EVENTS AGREEMENT

2007 – 2010

*The Agreement shall take effect on
July 1, 2007 and will terminate on June 30, 2010*



NATIONAL ARTS CENTRE
CENTRE NATIONAL DES ARTS

CANADIAN
ACTORS'
EQUITY
ASSOCIATION

13549(02)

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PREAMBLE

- I. The parties to this Agreement are as follows: the National Arts Centre Corporation, having its principal place of business and head office in the City of Ottawa, Province of Ontario, Canada (hereinafter called the NAC or the Centre); and Canadian Actors' Equity Association (hereinafter called Equity).
- II. The NAC acknowledges that Equity represents the following Artists involved in the sector of live performance, as identified in Equity's Status of the Artist Act (hereinafter referred to as The Act) certification issued by the Canadian Artists and Producers Professional Relations Tribunal and dated April 25, 1996:

"...independent contractors engaged to *perform* the function of actor (including principal, chorus, journeyman, apprentice actor, mime, narrator, local jobber, *swing/understudy*, or extra), singer (including soloist, performer, ensemble studio artist, chorus member, apprentice, *understudy/cover* or extra), dancer (including guest artists, apprentice dancer or *understudy/sharer*), production stage manager, stage manager, assistant stage manager, stage management apprentice, stage director, assistant stage director, tight director, fight captain, choreographer, assistant choreographer, dance captain, ballet master or mistress, resident *choreologist*, coach or *repetiteur* in a live performance in theatre, opera, ballet, dance, industrial show, cabaret show or concert performance whether or not such performance or entertainment is presented in a theatre or elsewhere, with the exceptions of: (a) singers covered by the 1996 understanding between Canadian Actors' Equity Association and the American Federation of Musicians of the United States and Canada; and (b) independent contractors in the enumerated categories who are covered by the 1992 agreement between Canadian Actors' Equity Association and the Union des Artistes."
- III. The term "Artist" in this Agreement shall mean all the categories listed in PREAMBLE II above.
- IV. This Agreement applies when the NAC is the producer of a production or event, such as, but not limited to, a gala, launch or festival, and contracts directly with an individual Artist uniquely for the services of that Artist, except where such programming is governed by other existing agreements, such as the National Arts Centre Orchestra Agreement, or the Canadian Theatre Agreement.

The intent of this Clause is that the NAC shall only engage Artists as listed in PREAMBLE II pursuant to an agreement negotiated with Equity.
- V. At such time when the NAC contemplates the engagement of any Artist as identified in PREAMBLE II for any activities not covered by this Agreement, Equity and the NAC agree to enter into negotiations for a scale agreement in a timely fashion.
- VI. This Agreement applies when the NAC contracts directly with an individual Artist (or the Artist's personal company) uniquely for the services of that Artist.
- VII. This Agreement does not apply to the following:
 - (i) When the NAC is the Presenter;
 - (ii) The contracting of Artist(s) or self-contained

groups who perform as part of a pre-packaged show/performance;

- (iii) To rentals and self-presents, even when no rent is charged;

- (iv) The engagement of Amateur Artists.

- VIII. Paragraph headings and the indexes used herein are inserted for convenience only and are not a part of the Agreement.

1:00 RECOGNITION OF CANADIAN ACTORS' EQUITY ASSOCIATION

- 1:01 The NAC recognizes that Equity is the exclusive bargaining agent for all persons defined as Artists in PREAMBLE II and engaged by the NAC for purposes within the purview of this Agreement.

2:00 LAWS GOVERNING THIS AGREEMENT

- 2:01 The NAC is a federal entity abiding by federal rules and legislation, including the Status of the Artist Act, Canada Labour Code and the Canada Human Rights Act.

3:00 MANAGEMENT RIGHTS

- 3:01 The NAC has the exclusive right and power to manage its operations and direct the Artists, and to engage and discharge Artists subject to the terms of Dispute Resolution and Arbitration set out in Article 30:00 of this Agreement.
- 3:02 Except where specifically qualified by the specific terms of this Agreement, Equity recognizes that the management of the NAC's operations and the direction of the Artist will continue to be vested in the NAC.
- 3:03 All matters relating to the conditions of work of Artists not inconsistent or specifically dealt with by this Agreement or not otherwise regulated by law are understood to be within the exclusive prerogatives and domain of the NAC.

4:00 EQUITY MEMBERSHIP

- 4:01 Artists

Artists engaged in a production under this Agreement who are not already members of Equity may choose to join Equity but are not required to do so. Regardless of membership, all Artists shall be engaged under the terms and conditions of this Agreement, and the NAC shall pay a permit fee of one hundred and thirty-seven dollars (\$137.00) for every non-member so engaged.

- 4:02 Equity will accept as a member of Equity any person the NAC wishes to engage subject to the Constitution, By-laws, rules and regulations of Equity as they now exist or as they may hereafter be amended. Equity will advise the NAC, in writing, of the coming into effect of any amendment to the Constitution, By-laws, rules and regulations of Equity.

- 4:03 A permit shall be issued by Equity to any Artist who does not choose to accept membership in Equity.

- 4:04 Reciprocal Agreements

Artists who are not members of Equity, but who are members of the Alliance of Canadian Cinema, Television and Radio Artists (hereinafter called "ACTRA"), Union des Artistes (hereinafter called "UdA") and Actors' Equity Association (AEA) shall be engaged by becoming members of Equity in the manner articulated in the reciprocal agreements between ACTRA and Equity, UdA and Equity and AEA and Equity. Equity will advise the NAC in writing should it enter into a reciprocal agreement with any other professional performers association or union.

Equity will advise the NAC in writing should it amend or terminate a reciprocal agreement with any professional performers association or union.

4:05 Artist in Good Standing

As a condition of engagement, all Equity members shall be in good standing with Equity during the term of the engagement. In any case where Equity has notified an Artist that he or she has not fulfilled his or her financial obligations to Equity, he or she shall:

- (i) Immediately remit his/her outstanding dues and/or assessments to Equity; or
- (ii) Arrange with the NAC to deduct the total amount or an agreed upon weekly amount from the Artist's fee which the NAC shall promptly remit to Equity.

5:00 EQUITY CONSTITUTION, BY-LAWS, RULES AND REGULATIONS

5:01 The NAC shall not knowingly request or require any members to contravene the Constitution and By-laws of Equity, and any changes thereto.

5:02 If the Constitution, By-laws, rules and regulations of Equity are amended after the signing of this Agreement, so as to create a conflict with the fulfilment of the provisions of this Agreement, then the provisions of this Agreement shall prevail.

5:03 Discipline of Members

However, notwithstanding the above, nothing herein contained shall be deemed to limit the right of Equity to suspend, expel or otherwise discipline any member or refuse to admit any non-member pursuant to the Constitution, By-Laws, rules and regulations of Equity.

6:00 TERMS OF ENGAGEMENT

6:01 Responsibilities of the Artist

The Artist agrees to be prompt and punctual at rehearsals, and to attend all rehearsals as required; to appear at the Designated Venue as required by the NAC; to come prepared for the purpose for which the Artist is engaged; to respect the physical property of the Designated Venue; and to perform to the best of the Artist's professional ability the services for which the Artist has been contracted.

6:02 Hours of Work

(i) Normal Work Day

The Artist may be called to work up to seven (7) out of twelve (12) consecutive hours per day, with a meal break of at least one (1) hour after a maximum of five (5) hours of work. For any invasion of the meal break, the overtime rate in accordance with Clause 6:12 shall apply.

For continuous work in excess of five (5) hours, and for more than seven (7) hours of work in a day, the NAC shall be required to pay overtime in accordance with Clause 6:10.

(ii) Extended Work Day

Directors, Assistant Directors and Stage Management on weekly contracts, may work up to three (3) workdays of ten (10) out of twelve (12) consecutive hours prior to the day of the first public performance. There shall be at least two (2) one (1) hour breaks, or one (1) two (2) hour break after a maximum of 5 hours. This work must include on-stage, technical or dress rehearsals.

For continuous work in excess of five (5) hours, and for more than ten (10) hours of work in a

day, the NAC shall pay overtime in accordance with Clause 6:10.

For any invasion of the meal break, the NAC shall pay the meal infringement rate in accordance with Clause 6:12.

(iii) Work on a Performance Day

On a performance day, an Artist may be called to work for one (1) continuous call of up to five (5) hours once per engagement week. Directors, Assistant Directors and Stage Management may be called to work for up to seven (7) hours, with a meal break of at least one (1) hour after a maximum of five (5) hours of work.

For continuous work in excess of five (5) hours and for more than seven (7) hours of work in a day exclusive of the performance and the free time prior to the performance the NAC shall pay overtime in accordance with Clause 6:10.

For invasion of the meal break the NAC shall pay the meal break infringement rate in accordance with Clause 6:12.

6:03 Each Artist shall be entitled to a minimum of twelve (12) hours of overnight rest between the end of work and the start of work on the next day.

6:04 Should an Artist be required to work within the overnight rest period as defined in Clause 6:04, the Artist will be paid in accordance with Clause 6:11.

6:05 Free Day

(i) For every consecutive seven (7) days of engagement the Artist shall have at least one (1) Free Day.

(ii) A free day must occur within the engagement week of which it is a part.

(iii) In the case of an engagement period of six (6) consecutive days or less a free day is not required.

(iv) The number of consecutive working days shall not exceed nine (9) days.

(v) Duration

The free day shall commence at 12:00 midnight and end at 9:00 a.m. of the day following the free day. If the performance immediately prior to a free day runs beyond 12:00 midnight, the Artist may not be called during the subsequent thirty-three (33) hours after the final curtain in the city of the designated venue.

6:06 Rest Periods

During any call to work exceeding two (2) hours an artist shall be entitled to a rest period of five (5) minutes for every consecutive hour of work. Rest periods shall be cumulative and may take place at any time within the work period, provided that the Artist receives a break after two (2) consecutive hours worked.

6:07 Free Time Prior to the Performance

(i) Break

There shall be no less than one-and-one-half (1 1/2) hours free before the half-hour call during which the Artist may not be called upon to perform any service whatsoever for the NAC.

(ii) Payment for Invasion

(a) For invasion of the first half (1/2) hour or part thereof, the NAC shall provide and pay for a meal for the Artist;

- (b) For invasion of the second half (1/2) hour or part thereof the NAC shall pay twenty dollars and twenty-five cents (\$20.25) to the Artist in addition to providing the meal in (a) above:
 - (c) For invasion of the third half (1/2) hour period or part thereof (excluding the half-hour call), the NAC shall pay thirty-eight dollars and twenty-five cents (\$38.25) in addition to (a) and (b) above.
- 6:08** Minimum Engagement
The minimum engagement shall be for three (3) days.
- 6:09** Overtime Rate
The overtime rate will be thirty-eight dollars and twenty-five cents (\$38.25) per hour or part thereof.
- 6:10** Overnight Rest Infringement
The overnight rest infringement penalty rate will be sixty-six dollars (\$66.00) per hour or part thereof.
- 6:11** Meal Break Infringement
The meal break infringement rate will be thirty-five dollars (\$38.25) per hour or part thereof.
- 6:12** Overtime Notice
During any workday the NAC will endeavour to inform the Artist at least fifteen (15) minutes before overtime is due to begin.
- 6:13** Posting of Calls
The call for the next day must be posted before the end of the day. If the Artist has been dismissed before the end of the day, it is his/her responsibility to find out when his/her next call will be.
- 6:14** Costume and Makeup
For the purpose of preparation, a minimum of one half (1/2) hour shall be included in each call to work for which an Artist is required to be present in costume and/or makeup.
- 6:15** Travel Between Locations
Transportation from one venue to another shall be considered as work and shall be paid for as such. Transportation between venues shall be provided by the NAC.
- 6:16** The maximum number of performances in a week shall be six (6).
- 6:17** The maximum number of performances permitted in a day is one (1).
- 6:18** Dress Clothes, Costumes and Make-up
 - (i) Personal Clothing
The Artist may provide dress clothes appropriate for performance under this Agreement. The NAC will supply the required clothing, if it is not readily available in the Artist's personal wardrobe.
No Artist shall provide any wardrobe, shoes or hair piece(s) to the NAC for use in any performance unless the terms of this arrangement are stated in a rider to his/her engagement contract.
The rider to the Artist's contract shall clearly stipulate the replacement value of the Artist's wardrobe item(s) in the event of loss or damage, and the agreement of the NAC to reimburse the Artist for that amount should loss or damage occur.

- (ii) Costume
When the NAC requires that the Artist perform in costume, the NAC shall provide or rent suitable costumes and provide appropriate cleaning and maintenance.
- (iii) Make-up
Artists may appear in basic make-up, which they provide and apply. However, if the NAC requires an Artist to perform in speciality theatrical make-up, the NAC shall provide the make-up and a make-up Artist.

7:00 SAFE AND SANITARY PLACES OF ENGAGEMENT

- 7:01** The NAC agrees to provide the Artist with safe and sanitary places of engagement. The NAC is subject to the health and safety standards established by its own Harassment in the Workplace Policy, Health and Safety Policy, Smoking Policy and the Canada Labour Code. Authorized representatives of Equity shall have free access to all members of Equity at all times, inclusive of rehearsals or performances.

However, there shall be no interruption of work in progress except where deemed essential in order to address an emergency situation. Equity representatives shall notify the NAC in advance of such visits, whenever possible.

7:02 Supervision of Children

Children engaged under the terms of this Agreement must be supervised by a parent or guardian or representative of the NAC while undertaking production activities for the NAC.

7:03 Extraordinary Risk Rider

An Artist shall not be required to perform an Extraordinary Risk unless said Risk is stipulated in a rider to the Artist's contract.

7:04 Responsibility of the NAC

The NAC accepts responsibility for the safety of the Artists in the training and execution of Extraordinary Risks. The NAC has the right to engage qualified individuals for the purpose of instructing the Artists in the performance of Extraordinary Risks.

All Artists who participate in stage fighting shall run through the routine before each performance.

8:00 COMPENSATION

8:01 Fees Paid in Legal Tender

In Canada all payments required to be made by the NAC to the Artist shall be in the legal tender of Canada, except when otherwise requested by the Artist, and accepted by the NAC, in which case the exchange rate used for dues and benefit calculation shall be stipulated on the face of the engagement contract.

8:02 Payment

Payment of fees to the Artist may be made by NAC company cheque. Alternative methods of payment may be negotiated at the request of the Artist and shall be included in the contract as a rider. Payment shall be made to the Artist immediately following the final performance.

If the engagement is more than seven (7) days a mutually agreed to schedule of payments shall be included in the contract as a rider.

8:03 Itemized Deductions and Payments

Fee payments will include a statement setting out all applicable payments and deductions.

8:04 Goods and Services Taxes

In addition to the payments required by this Agreement, GST and HST (where applicable) shall be paid to registered Artists.

8:05 Inclusive Compensation

The NAC may engage an Artist on an engagement contract, the payment of which is deemed to be inclusive of fees, overtime, meal infringement and overnight rest infringements, additional duty payments, premium payments, the NAC's RRSP contribution and any other applicable fee in this Agreement provided the Artist's total inclusive fee is three (3) times the applicable minimum fee or greater.

The NAC may engage a Stage Director on an engagement contract, the payment of which is deemed to be inclusive of fees, overtime, meal infringements, over night rest infringements, additional duty payments, premium payments, the NAC's RRSP contribution and any other applicable fee in this Agreement provided the Artist's total inclusive fee is three (3) times the applicable minimum fee or greater.

The Artist's inclusive fee shall not be less than that which the Artist would be entitled under the applicable minimum established in this Agreement.

8:06 Overtime Claims

Whenever possible, all overtime claims shall be submitted to the NAC for payment within one (1) week of such overtime having been incurred. Once the overtime claim has been received by the NAC, payment is due in the week following.

Overtime claims not disputed by the NAC and in arrears of more than one (1) month are subject to a one (1%) percent late charge per month.

8:07 Agency Commissions

In no event shall agency commissions be a permitted deduction from the Artist's contractual fee. The Artist shall be directly responsible for the payment of such commissions. At the written request of the Artist, included as a rider to the Artist's engagement contract, payments may be made to the Artist's agent.

8:08 Fees, Non or Partial Payment - Material Breach

Non-payment or partial payment of salaries including overtime, GST, HST, RRSP contributions, insurance premiums and transportation costs of the Artist to the designated venue and return, when due, shall be deemed a material breach of contract giving any Artist the right to terminate forthwith the Artist's contract with the NAC, Equity consenting. However, upon application by the NAC, Equity may grant a grace period not to exceed seven (7) days.

8:09 Posting of Security

(i) Security

It is the essence of this Agreement and all contracts of engagement and a condition precedent to the engagement of the Artist that the NAC shall file and maintain security satisfactory with Equity. This amount shall not exceed the total value of all engagement contracts issued during any given year.

(ii) Pledge of Security

For the purpose of maintaining sufficient security, the NAC shall furnish to Equity a pledge of the security posted by the Music

Department of the NAC and the NAC English Theatre department, which shall be subject to these Clauses and shall remain in effect irrevocably during the term of this Agreement. The terms of the pledge relating to security deposited with Equity by the Music Department of the NAC and the NAC English Theatre department covering any engagement under this Agreement and any contracts of engagement are hereby adopted and made a part of this Agreement and the contracts of engagement. The pledge of security shall form Appendix C of this Agreement.

(iii) Recourse to Security

If the NAC fails to pay payments due to the Artist, the Artist shall have an alternative right to receive such payments out of any security deposited with Equity by the NAC. Equity agrees to notify the NAC by telephone or facsimile transmission of its intention to claim on such security, prior to doing so. The NAC agrees to replenish the security deposit upon receipt of a request from Equity. Acceptance by the Artist of payment in full shall be a waiver of the Artist's right to terminate the Artist's contract with the NAC.

(iv) Payment in dispute

However, in the event that the NAC has invoked the Dispute Resolution procedure provided for in Article 30:00, the Artist shall not have the right to terminate the Artist's contract but may receive the disputed amount from the security deposited with Equity by the NAC. In the event, the NAC is not required to replenish the security deposit until the completion of the Dispute Resolution procedure.

8:10 Payment of Artist's Equity Dues

The NAC agrees to deduct two (2%) percent of the Artist's contractual fee from the Artist's remuneration and remit same to Equity.

If the Artist is not in good standing, the NAC agrees to deduct from the Artist's fee and to remit to Equity such dues, initiation fees and assessments as may be due to Equity from the Artist, upon notification by Equity to the NAC of the amount involved.

Any discrepancies encountered with respect to dues deductions must be settled by the Artist with Equity directly, and not with the NAC.

8:11 The NAC shall include a remittance statement of RRSP, working dues and insurance premiums with the payment of dues and benefits in accordance with Clauses 8:10, 10:02 and 10:03. Payments which do not reach the Equity office within forty-five (45) days of the end of the production will be assessed a two percent (2%) interest charge compounded monthly.

8:12 Not later than four (4) weeks prior to the first date of engagement, the NAC shall supply Equity with a production checklist, on a form mutually agreed upon. The production checklist shall include information regarding the details of the production and shall be updated by the NAC in a timely fashion as information becomes available.

9:00 MINIMUM FEES AND ENGAGEMENT

9:01 The following minimum compensation shall apply to the Artist categories listed in PREAMBLE II and Clause 9:02.

2007-2008

	Level 1	Level 2	Level 3	Level 4
*Weekly	1,569.00	1,406.00	1,361.00	1,038.00
One Week	1,882.00	1,687.00	1,633.00	1,138.00
Three Days	1,333.00	1,195.00	1,157.00	806.00
One Day	628.00	562.00	545.00	380.00

The minimum additional duty fee for a Dance Captain and Fight Captain shall be fifty-nine dollars (\$59.00) per week.

2008-2009

	Level 1	Level 2	Level 3	Level 4
*Weekly	1,609.00	1,442.00	1,396.00	1,064.00
One Week	1,930.00	1,730.00	1,674.00	1,167.00
Three Days	1,367.00	1,225.00	1,186.00	827.00
One Day	644.00	577.00	559.00	390.00

The minimum additional duty fee for a Dance Captain and Fight Captain shall be fifty-nine dollars (\$59.00) per week.

2009-2010

	Level 1	Level 2	Level 3	Level 4
*Weekly	1,650.00	1,479.00	1,431.00	1,091.00
One Week	1,979.00	1,774.00	1,716.00	1,197.00
Three Days	1,402.00	1,256.00	1,216.00	848.00
One Day	661.00	592.00	573.00	400.00

The minimum additional duty fee for a Dance Captain and Fight Captain shall be fifty-nine dollars (\$59.00) per week.

**Weekly rate applies to contracts of two (2) weeks or more*

9:02 Artist Categories

- Level 1: Stage Director;
- Level 2: Choreographer, Production Stage Manager and Fight Director;
- Level 3: Stage Manager and Ballet Master/Mistress;
- Level 4: Performer (Actor, Singer and Dancer), Assistant Stage Director, Assistant Choreographer, Assistant Stage Manager, Resident Choreologist, Coach and Repetiteur.

9:03 Minimum fees for 2007-08 as expressed herein shall apply from September 1, 2007 to August 31, 2008; for 2008-09 as expressed herein shall apply from September 1, 2008 to August 31, 2009; for 2009-10 as expressed herein shall apply from September 1, 2009 to August 31, 2010.

10:00 BENEFITS**10:01 Registered Retirement Savings Programme (RRSP) Contributions****(i) Contributions**

For Artists who are Canadian citizens, or landed immigrants or citizens of the United States, the NAC will deduct three (3%) percent of the Artist's contractual fee, to which the NAC will

add its own contribution of three (3%) percent of the contractual fee, for a total contribution six percent (6%) to a maximum combined amount of one hundred and eighty dollars (\$180.00). RRSP contributions shall be payable from the first day of engagement.

(ii) Artists Over Sixty-nine (69) Years of Age

Artists over sixty-nine (69) years of age are prohibited by law from contributing to RRSPs. Therefore, in the case of Artists over sixty-nine (69) years of age, a rider shall be attached to the engagement contract acknowledging that the NAC will remit to the Artist an additional three (3%) percent of the contractual fee, in lieu of the NAC's standard RRSP contribution. In the event the age stipulated in the federal legislation should change, this Agreement shall be interpreted so as to reflect that change.

10:02 Benefits

(i) Benefits are provided for accidental loss of life, limb or sight (including Extraordinary Risks as defined) and loss of income due to an accident or sickness for members of Equity engaged to an engagement contract. A rider stipulating an Extraordinary Risk must be included in the Artist's engagement contract whenever an Artist is exposed to such risk.

Equity shall provide the NAC with the brochure for the insurance plan related to Policy #SGC100005. Equity shall provide written notification to the NAC of any amendments to the Accident and Sickness Insurance Plan.

(ii) Premium

The NAC shall pay an insurance premium of sixteen dollars (\$16.00) per week and PST if applicable or portion thereof per member engaged. For the purpose of the insurance premium only, the premium is payable to Equity for each Artist engaged, for each Monday through Sunday period or part thereof.

11:00 ENGAGEMENT PERIOD**11:01 Continuous Engagement**

The Artist's engagement period begins at the date of the first call, and ends with the Artist's last duty, but need not be continuous.

The Artist's engagement shall be continuous starting with the Artist's first call within the five (5) day period prior to the first public performance.

Following the first public performance, the Artist shall be paid not less than the minimum applicable fee for any hiatus period of fourteen (14) days or less. Following the first public performance, an unpaid hiatus period shall be permitted provided that the hiatus period is fifteen (15) days or longer.

The Artist shall not be required to provide any service for the NAC whatsoever during an unpaid hiatus period.

12:00 INDIVIDUAL ENGAGEMENT CONTRACT**12:01 Requirement to File**

No Artist may begin an engagement unless an individual Artist's contract has been executed and a copy filed with Equity and the NAC.

Copies of these contracts may be filed with Equity by fax and followed by hard copies to be sent by mail or courier.

12:02 Effective Date

Contracts between the NAC and the Artist must be signed before the Artist begins the engagement and shall be signed on the date when the terms of the contract are agreed upon between the parties. If not signed on said date, when issued, they must be signed as of said date.

12:03 Changes and Alterations

The Artist has no right or power to waive any of the minimum conditions set forth in this Agreement without the written consent of Equity. Unless any and all riders, changes, alterations, waivers or substitutions from or under this Agreement made prior to, when, or after, the contract of engagement is made shall have written approval of Equity, such riders, changes, alterations, waivers or substitutions, or any part thereof, may be made void, at the option of the Artist, Equity consenting. It shall be the duty of the NAC, not the Artist, to submit proposed changes to Equity for written approval by a duly authorized representative.

Equity agrees to respond by telephone to such proposals within two (2) to five (5) business days after receipt thereof. Equity shall confirm its decision in writing. If Equity has not signified disapproval within the above stipulated time period, such proposals shall be deemed approved.

The NAC agrees that all blanks on the face of the contract, including date of first public performance, role, fee(s), and required date of arrival, will be filled in, in writing before signing or delivery of the contract to the Artist.

12:04 Signing of the Engagement Contract

Unless contracts are signed concurrently, they must be signed first by the NAC. If the contract is not signed concurrently, the NAC may, in writing, at the time of sending the contract to the Artist, notify the Artist that unless the contract is signed and returned by the date specified by the NAC which shall not be less than ten (10) business days, the NAC may declare the contract to be null and void. After the said period has elapsed the NAC agrees to advise the Artist in writing that the contract may become null and void at the discretion of the NAC.

12:05 Quadruplicate Contracts

Contracts must be completed in quadruplicate:

- One (1) copy retained by NAC;
- One (1) copy filed with Equity by NAC;
- One (1) copy retained by Artist;
- One (1) copy filed with Equity by Artist.

The Artist shall file with Equity and the NAC the appropriate copies as above of the fully executed contract within forty-eight (48) hours of the Artist's signing same. The NAC shall remit to Equity the appropriate copy as above of the fully executed contract within one (1) week of receipt of same, and in no event later than the date of the beginning of the engagement.

12:06 Confidentiality

All contracts signed between the NAC and the individual Artist and filed with Equity are confidential, and the terms and conditions of such contracts may not be revealed by any of the parties to this Agreement.

13:00 BREACHES**13:01 Breaches by NAC**

Should the NAC:

- (i) make any material false statement in connection with any engagement contract and/or this Agreement; and/or
- (ii) breach any material provision and term of the engagement contract and/or this Agreement.

Then in the event of the above breaches, the Artist may with the consent of Equity terminate forthwith the Artist's engagement, or Equity may require the Artist to perform, or not to perform or otherwise act, or not to take advantage of any such breach.

In the event of any of the above breaches, the NAC agrees to pay the Artist forthwith in full for all services rendered by the Artist and not already paid for plus any other amounts to which the Artist may by contract or under Equity rules be entitled to recover. Should any such act or breach occur the NAC may negotiate with Equity the continuation of services by an Artist without such continuation acting as a waiver of any of the rights of either Artist or Equity.

13:02 Breaches by Artist

The NAC shall have the right to terminate the contract of an Artist for the reasons stipulated below:

- (i) Inability of an Artist in the opinion of the NAC to rehearse and/or perform caused by intoxication or other impairment. Two independent written records shall be made, one of, which shall be considered sufficient notice to Equity.
- (ii) Material breach by an Artist of the responsibilities set out in the terms of his/her contract.

13:03 All matters pursuant to the above breaches are subject to the Dispute Resolution and Arbitration process.

14:00 TERMINATION**14:01 Written Notice**

Notice of termination of an engagement contract shall be in writing. Copies of all notices shall be filed with or mailed to Equity forthwith by the party (Artist or NAC) giving notice.

14:02 Termination of an Individual Contract

An individual Artist's engagement contract may be terminated as follows:

- (i) by mutual agreement, in writing, a copy of which must be filed with Equity; or
- (ii) for breach of contract, for the reasons set out in Clause 13:01 or 13:02 of this Agreement.

14:03 If the fulfilment of this Agreement by the NAC is prevented, rendered impossible or unfeasible by any act or regulation of any public authority, civil tumult, strike, lockout or labour dispute (whether or not involving the NAC), epidemic, interruption or delay of transportation services, war conditions or emergencies, or any cause beyond the control of the parties to this Agreement, then and thereupon engagements subject to this Agreement shall terminate and the respective obligations shall be required to be performed only up to the time of such termination, and there shall be no claim for damage by either party to this Agreement arising from the termination of the engagements and the contracted obligations of the parties from and following the termination of this Agreement shall be deemed waived.

14:04 Resolution of Dispute

Any dispute involving termination of a contract of engagement with an Artist and any claim regarding expenses or losses incurred by either party shall be subject to Article 30:00 of this Agreement.

14:05 Bereavement Leave

If any member of an Artist's immediate family is critically ill, or dies (father, mother, brother, sister, child, spouse or equivalent), the NAC agrees to arrange for the Artist to be absent for up to three (3) days without loss of fee, to a maximum payment of two thousand, one hundred and eighty-five dollars (\$2,185.00).

15:00 TERMINATION DUE TO ACCIDENT OR SICKNESS**15:01 Extraordinary Risk**

When the Artist is unable to fulfil his/her contractual obligations by reason of accident or sickness involving "extraordinary risk," the NAC may terminate the Artist's contract immediately by paying the Artist his/her contractual fee. In addition, if the contract period does not cover the elimination period of the insurance, the NAC shall pay the Artist, through the elimination period, a pro-rata amount of one sixth (1/6th) of the applicable minimum weekly rate for up to six (6) days.

15:02 Absence Due to Accident or Sickness**(i) Termination For Accident or Sickness**

When the Artist shall have been absent for two (2) consecutive days by reason of sickness or accident, the NAC may terminate the Artist's contract at the end of two (2) days, effective immediately.

(ii) Production in Jeopardy

If, in the opinion of the NAC, the absence of the Artist prior to the end of this two (2) day period will jeopardize the production, the NAC may terminate the contract immediately.

(iii) Payment for Services

When the Artist's contract is terminated in accordance with (i) or (ii) above, the NAC will pay the Artist a pro-rata amount of one-sixth (1/6th) of the Artist's weekly contractual fee per day, up to a maximum of two thousand, one hundred and eighty-five (\$2,185.00) per week.

16:00 LODGING/TRANSPORTATION and BAGGAGE**16:01 Transportation to the Designated Venue**

The NAC Corporate Guidelines regarding transportation, accommodation and expense allowances shall form an integral part of this Agreement and included as Appendix A. The NAC shall provide written notification to Equity of any amendments to the NAC Corporate Guidelines regarding transportation, accommodation and expense allowances.

The NAC shall, at its own expense and in accordance with the NAC Corporate Guidelines (Appendix A) provide round-trip transportation to the Artist whose Place of Residence is more than eighty (80) kilometres from the Designated Venue.

The NAC shall also transport the Artist's baggage in accordance with the transportation industry standards for the means of transportation taken.

Transportation shall be by air, train, bus, or automobile, as agreed to by the Artist and the NAC and stipulated in a rider to the Artist's engagement contract.

16:02 Transfer Costs

The NAC is responsible for the Artist's transportation to and from the airport terminal, or train station, or bus station and the NAC and/or the Artist's lodging in the city of the Designated Venue. The Artist shall be reimbursed for transportation expenses in accordance with the NAC Corporate Guidelines (Appendix A).

16:03 Use of Artist's Vehicle

If the Artist transports him/herself to the city of the Designated Venue by automobile, the NAC shall reimburse the Artist in accordance with the NAC Corporate Guidelines (Appendix A) mileage rate per kilometre from the Artist's Place of Residence to city of the Designated Venue and return.

16:04 Expense Allowance

The NAC shall provide the Artist whose Place of Residence is more than 80 kilometres from the Designated Venue with a daily expense allowance (composite per diem rate) in accordance with the NAC corporate guidelines (Appendix A).

16:05 Supplied Accommodation

The NAC shall provide the Artist whose Place of Residence is more than 80 kilometres from the Designated Venue with single occupancy supplied accommodation satisfactory to the Artist and at no cost to the Artist.

17:00 PROPERTY**17:01 The NAC shall reimburse the Artist for loss and/or damage up to two thousand seven hundred and thirty-two dollars (\$2,732.00) for:**

(i) The Artist's property used, or to be used in connection with a performance covered by the Artist's contract of engagement;

(ii) The valuables given to the NAC or the NAC's agent for safe-keeping.

17:02 The NAC agrees to provide facilities for the safe-keeping of personal valuables, jewellery and/or cash.**18:00 BILLING, PHOTOS AND PROGRAMMES****18:01 In advertising and publicity, the NAC may use photos from the current or a previous production provided the production is properly identified, and in photos containing three (3) or fewer Artists the Artists are properly identified.****18:02 Artist no longer in Production**

In connection with all advertising and display media under the NAC's control, the NAC shall exercise reasonable diligence in removing the name and/or likeness of the Artist no longer in the production or performance.

18:03 Specificity of Billing

All provisions pertaining to the billing of the Artist shall be specific. If billing is contingent on the billing of any other Artist, such contingency shall be clearly and succinctly set forth in the contract.

18:04 Identification of Artists

For promotional and communication purposes not related to a particular production, the NAC may use photos from previous productions, provided that featured Artists in such photos are properly identified.

18:05 The NAC is responsible for the final content approval for the publishing of the programme, souvenir programme or playbill. In the event that the NAC does not control the final content, then the NAC shall

use its best efforts to ensure that the provisions of this Clause are adhered to.

- (i) An eight by ten inch (8" x 10") professional quality photograph of each Artist performing a solo, lead or featured performer role shall be provided by the Artist, and the photograph shall be reduced to an appropriate size and accurately reproduced, and properly identified in any house programme. This provision shall also apply to Artists contracted as Stage Managers, Directors and Choreographers. The inclusion and the size of each photograph shall be subject to the limitations of space in the house programme, and therefore the inclusion and the size and placement of the Artist's photograph shall be at the sole discretion of the NAC.

Where the programme contains the photograph of an Artist performing a solo, lead or featured role, then the photographs all of the Artists performing solo, lead or featured roles shall also be included.

- (ii) The NAC shall, if any programme or playbill is distributed to the audience, include a list of all Artists under contract to the NAC for the production.

- (iii) Biographical Material in Programmes

The Artist is required to submit biographical material for the programme or souvenir programme upon signing of the contract, at the NAC's request. The Artist may request that the material to be published be submitted to the Artist for approval, such requests shall not be unreasonably rejected. Should the Artist not inform the NAC of the disapproval of the material within twenty-four (24) hours of its submission, the material will be considered approved.

- (iv) Placement of Material

Where the programme contains the biography of an Artist, performing a solo, lead or featured performer role, the biographies of all Artists performing solo, lead or featured roles in the production shall also be included. This provision shall also apply to all Artists contracted as Stage Managers, Directors and Choreographers.

The NAC shall determine the space available for, and the placement of the Artist's biography, in the house programme. It is acknowledged that the NAC has the right to limit the length of a biography subject to the limitations of space in the house programme.

18:06 Programmes, Errors and Omissions

In the event that there are errors or omissions in the printed listing in the playbill and/or programme, the NAC agrees that upon receipt of notice of an omission or error in such listing, the NAC will, within twenty-four (24) hours (including at least one (1) business day), place in the playbill and/or programme a photocopied or printed slip correcting the omission or error and will also correct the omission or error in the next printing of the playbill or programme, provided such notice is given at least twenty-four (24) hours prior to the press deadline. In place of a printed slip the omission or error may be corrected by an announcement being made to the audience before the performance.

18:07 Breaches

Whenever a breach is claimed of a billing Clause contained in an Artist's individual contract, Equity shall notify the NAC in writing of said breach. If the breach is not corrected within seven (7) business days of receipt of the written notification, except as provided below, the NAC shall pay to the Artist a sum equal to one-eighth (1/8th) of the Artist's fee or two thousand seven hundred and thirty-two dollars (\$2,732.00), whichever is less, for each week that the breach continues beyond said seventh day.

If the breach involves billboards, the time interval for correction shall be extended to two (2) weeks.

If the breach involves billing in a newspaper and should the NAC not correct an error in billing when notified forty-eight (48) hours or more prior to the press deadline, the NAC shall pay to the Artist a sum equal to one-eighth (1/8th) of the Artist's weekly fee or two thousand seven hundred and thirty-two dollars (\$2,732.00), whichever is less.

19:00 PHOTOGRAPH CALLS AND PUBLICITY

19:01 Request for Photographs

Upon request from the NAC, the Artist must provide three (3) black and white or colour photographs at the time of signing the contract.

19:02 Production Photographs

The NAC has the right to take photographs of the Artist during rehearsals and/or performance for archival purposes.

- (i) Use of Production Photographs

The NAC has the right to use photographs, at no additional cost, in all communications including on TV, Internet, printed brochures, advertising and publications in connection with the engagement, or the NAC's programming in general, for a period of time not to exceed one (1) year from the end of the Artist's engagement. In photos containing three (3) or fewer Artists the Artists shall be properly identified.

- (ii) The NAC also reserves the right to provide photographs at no additional costs, to its government sponsors for their purposes, for a period of time not to exceed one (1) year from the end of the Artist's engagement. Photographs must be accompanied by a written explanation of the limited use for which the photograph may be used including the length of time the photograph may be used and the Artists credits required.

19:03 Notwithstanding the time limit herein, the NAC may:

- (i) use a photograph of the Artist in its annual report for the year in which the Artist appeared: and
- (ii) subsequently, use a photograph of the Artist in public exhibitions, created by the NAC and relating to the NAC or the performing arts.

19:04 In all cases the Artist's name shall be properly credited in the publicity within the provisions of Articles 18:00 and 19:00.

19:05 The Artist cannot be required to be at the disposal of the NAC for the purpose of taking photographs, except within the specified call to work.

19:06 Nothing herein shall prohibit interviews on radio or television or any form of media, nor is the Artist

- prohibited from making reasonable personal publicity appearances.
- 19:07** The NAC must obtain the Artist's prior written authorization before the Artist's photograph may be used in conjunction with the sale and/or promotion of a commercial product, and said authorization must specify the commercial product involved. If the Artist consents to the use of said Artist's photograph, as aforesaid, the Artist shall be paid not less than one hundred and sixty-four dollars (\$164.00) for said use. The Artist called to work for the purpose described above, whether said call is at the NAC or elsewhere, shall in addition, receive thirty-eight dollars and twenty-five cents (\$38.25) per hour or part thereof for said call.
- 19:08** ~~Exemption for~~ Books
With the prior written consent of Equity, the NAC may use or authorize the use of photographs in books, provided that the Artist is properly identified therein, and the NAC may be exempt from the payment stipulated above with the prior written authorization of the Artist, copies of which must be filed with Equity. Should this procedure not be followed, the NAC shall pay the Artist three hundred and twenty-eight dollars (\$328.00) for the use of each photograph.
- 19:09** ~~For the Sole Benefit of the NAC~~
If the sales of a commercial product are solely for the benefit of the NAC, Clauses 19:07 and 19:08 shall not apply. However, the NAC must obtain the prior written permission of the Artist. Such permission shall not be unreasonably withheld.
- 19:10** ~~Use of~~ Photographs by the Artist
At the request of the Artist, and with the consent of all Artists who appear in the photograph, the NAC may agree to provide a copy of the photograph to an Artist for his/her own individual souvenir or promotional use. The NAC may levy a nominal charge for a hardcopy of a production photograph, however if the production photographs are available in digital format, such copies shall be provided to the Artist at no charge.
- 20:00** **ADVERTISING OF ARTIST'S NAME**
- 20:01** If a contract is not signed, the NAC shall not advertise or announce the name of an Artist unless permission is given by the Artist, or unless the NAC can subsequently demonstrate that the NAC and the Artist, or the Artist's representative, has exchanged a deal memo, fax or e-mail agreeing to the date, fee, financial conditions, and services required prior to the announcement.
- 20:02** For any infringement of this Article, the NAC shall pay the Artist four (4) weeks of the applicable minimum weekly fee in accordance with Clause 9:01.
- 21:00** **RECORDINGS AND BROADCASTS**
- 21:01** Archival Recording
The Artist's performance cannot be recorded under this Agreement, in any way, except that the NAC may record, for the exclusive use of its archives, or as provided for in Clause 21:02, an audio or audio-visual recording of the Artist's work.
If the NAC wishes to record the Artist's performance for any other reason, a separate agreement shall be entered into between the NAC and Equity, governed where applicable by national agreements.

21:02 Current Affairs

A maximum of two (2) minutes of performance or rehearsal may be used for broadcast on the news, artistic affairs, or current affairs programme without payment to the Artist.

21:03 Artist's Consent

Except as provided for in Clauses 21:01 and 21:02, the Artist shall not be required to participate in a recording or broadcast without the Artist's written consent.

22:00 STAGE DIRECTOR

22:01 The Stage Director shall appear promptly for all scheduled calls to work, conduct rehearsals, respect the physical property of the NAC and the production's Designated Venue, abide by particular artistic policies specific to the NAC and to which the Artist is contracted, and generally fulfil the Artistic planning and production contributions commonly within the scope of the functions of the Stage Director.

22:02 The Stage Director shall make themselves available for such meetings and consultations which may take place at anytime as required by the NAC. Such meetings and consultations shall be agreed to in advance.

22:03 Stage Director – Consultation

(i) Consultation before Signing

- (a) Before agreeing to direct a production, the Stage Director has the right to know, but not the approval of, the following production arrangements, provided that they are known to the NAC:
- (b) The name of the Stage Manager and plans for crewing of the proposed production;
- (c) The proposed production budgetary limitations in some detail and any change made in these limitations as soon as they are made;
- (d) Planned rehearsal, production schedules and the availability of all Performers to rehearse which are known at the time of signing;
- (e) The proposed length of run of the production, any casting and design decisions already made and any particular artistic policies of the NAC.

(ii) Consultation after Signing

- (a) Subsequent to his/her engagement the Stage Director will be informed of all decisions regarding production and rehearsal schedules, casting, designers, scenery, lighting, costuming, etc.

(iii) Consultation after Opening

After the opening of the production the work of the Stage Director shall not be changed or deleted by the NAC unless:

- (a) Required by emergency; or
- (b) The physical conditions of the theatre necessitate change and/or deletions; or
- (c) Where the foregoing conditions do not apply, the Stage Director is first consulted with respect to the proposed changes.

23:00 CHOREOGRAPHER

23:01 The Choreographer shall appear promptly for all scheduled calls to work, conduct rehearsals, respect

the physical property of the NAC and the production's Designated Venue, abide by particular artistic policies specific to the NAC and to which the Artist is contracted, and generally fulfil the artistic planning and production contributions commonly within the scope of the functions of the Choreographer.

23:02 The Choreographer shall make themselves available for such meetings and consultations which may take place at anytime as required by the NAC. Such meetings and consultations shall be agreed to in advance.

24:00 FIGHT DIRECTOR

24:01 The Fight Director shall appear promptly for all scheduled calls to work, conduct rehearsals, respect the physical property of the NAC and the production's Designated Venue, abide by particular artistic policies specific to the NAC and to which the Artist is contracted, and generally fulfil the artistic planning and production contributions commonly within the scope of the functions of the Fight Director.

24:02 The Fight Director shall make themselves available for such meetings and consultations which may take place at anytime as required by the NAC. Such meetings and consultations shall be agreed to in advance.

25:00 BALLET MASTER/MISTRESS

25:01 The Ballet Master/Mistress shall appear promptly for all scheduled calls to work, conduct rehearsals, respect the physical property of the NAC and the production's Designated Venue, abide by particular artistic policies specific to the NAC and to which the Artist is contracted, and generally fulfil the artistic planning and production contributions commonly within the scope of the functions of the Ballet Master/Mistress.

25:02 The Ballet Master/Mistress shall make themselves available for such meetings and consultations which may take place at anytime as required by the NAC. Such meetings and consultations shall be agreed to in advance.

26:00 STAGE MANAGEMENT

26:01 The NAC shall engage sufficient stage management personnel to ensure the safe and efficient running of a production or performance. The Stage Manager and the NAC will thoroughly discuss the Stage Management responsibilities for a given production prior to the start of rehearsals.

Sufficient Stage Management Personnel shall be engaged prior to the commencement of rehearsal for a production based on the needs of the production.

26:02 Preparation Time

It is recognized that the nature of Stage Management duties and responsibilities involves additional preparation time before and after each rehearsal and/or performance. Preparation time may be used, in part or in whole, before and/or after each rehearsal and/or performance, and should be allocated at the discretion of the Stage Manager, after consultation with the NAC's designated representative. Preparation time shall be limited to one (1) hour per day. Preparation time in excess of one (1) hour per day shall be paid at the overtime rate specified in Clause 6:10. Should stage management utilize the additional hour of preparation time on an extended day, the overnight rest period shall be eleven (11) hours.

26:03 Span of Working Day

A Stage Management working day begins with the arrival at the Designated Venue for the first Stage Management call of the day and ends with the departure from the Designated Venue after the last Stage Management call of the day. It is understood that the first or last call may begin or end with a preparation call or a Performer's call to work.

26:04 Excess of Span

If Stage Management's working day exceeds a span of thirteen (13) hours, a premium rate of thirty-six dollars and twenty-five cents (\$36.25) per half-hour or part thereof will apply. Payments provided for meal and rest infringements are, if applicable, in addition to payments required by this Clause.

26:05 The Stage Manager holds a position of supervisory responsibility and, as such, may exercise discretion in arranging his/her work. Such discretion shall be exercised by the Stage Manager, after consultation with the NAC.

26:06 The Stage Manager may be required to attend production meetings that involve the discussion of elements of the production, which directly affect the duties and responsibilities of stage management.

26:07 Stage management personnel shall be covered by extraordinary risk insurance for the term of his/her engagements whenever a production utilizes moving or flying set pieces.

26:08 Stage Management Overtime Approval

Any overtime incurred by extending the preparation time beyond the limits set out in Clause 26:02, and any overtime which would result from other Stage Management scheduling decisions, must be approved by the NAC's designated representative.

If the NAC's designated representative is not available for such approval, and the working of such overtime is paramount to safety, travel schedule or the efficient running of the production, such overtime may be approved at the discretion of the Stage Manager, in which case the Stage Manager shall inform the NAC's designated representative of such overtime in a timely fashion.

27:00 DUTIES AND RESPONSIBILITIES OF STAGE MANAGEMENT

27:01 The duties and responsibilities of stage management will be determined by the NAC in consultation with Stage Management based on the needs of each individual production.

27:02 Examples of stage management duties and responsibilities include, but are not limited to, the following:

- (i) Organize rehearsals and performances with NAC staff and schedule rehearsal calls.
- (ii) Assemble and maintain a prompt book, which is the property of the NAC.
- (iii) Work with the Stage Director, if one is engaged for the production, and coordinate and communicate with the heads of all other departments during rehearsals and performance(s).
- (iv) During the rehearsal period communicate with the NAC's designated representative about running times and any problems in the artistic or technical elements of the production. During performance this communication must be written and filed with the NAC's designated representative in a form designated by the

NAC. This communication shall be treated as confidential by those on the distribution list.

- (v) Attend cueing sessions for the production as required.
 - (vi) Maintain, to the best of his/her ability, the artistic and technical intentions of the Stage Director, NAC and designer.
 - (vii) The Stage Manager may be in sole charge of the backstage and dressing areas and may be in sole charge of cueing the movement of all scenic elements, technical elements, and Performers during performances. This responsibility shall be determined by the NAC in consultation with the Stage Manager.
 - (viii) Keep such records as are necessary and take all necessary precautions to see that safe and clean conditions exist in all Designated Venues.
 - (ix) Implement provisions made by the NAC for the security of personal property.
 - (x) Assist and advise members of the company on matters relating to their physical welfare.
- 27:03** The Stage Manager shall ensure that all Artists are informed of fire procedures and emergency exits in all Designated Venues.
- 27:04 Prohibited Duties**
State Managers are not permitted to accept responsibility for:
- (i) Fulfilling the duties of union members whenever members of the unions are engaged for a production.
 - (ii) Fulfilling the duties of NAC Management.
- 28:00 SPECIAL PROVISIONS**
- 28:01** The National Arts Centre produces promotional events and activities from time to time, which do not fit the parameters of this Agreement. The following provisions will apply to these type of events:
- (i) Launches or Press Events where no admission is charged, designed to promote the activities of the National Arts Centre, examples of which include, but are not limited to: upcoming performances, seasons, festivals, fundraising events, educational activities, marketing initiatives, web activities, or new ventures; or
 - (ii) Programming of the National Arts Centre with limited revenue expectations and potential box office revenue between zero dollars (\$00.00) and sixteen thousand, three hundred and ninety-one dollars (\$16,391.00) per production, net of all applicable taxes and service charges. Box office is calculated by multiplying the number of seats in each ticket price, times the price of those tickets, times the number of performances.
 - (iii) For the purposes of this Clause 28:01(ii), such activities may include free concerts in a park for which no admission may be charged but not activities such as the Queen's Jubilee Gala for which no box office is expected.
- 28:02** The maximum length of engagement under these provisions shall be one week, except that a Stage Manager or Production Stage Manager engaged for one week, shall receive an additional day of preparation time to be determined at a time mutually convenient to the Artist and the NAC. Such a day shall be paid at the rate of one-sixth (1/6th) of the applicable weekly fee.

28:03 Minimum Fees
2007-08

Special Rates	Level 1	Level 2	Level 3	Level 4
Daily 7.5 - 9 hrs	381.00	341.00	331.00	230.00
Daily 10 - 12 hrs	432.00	392.00	382.00	281.00
Weekly	1,056.00	947.00	916.00	639.00

2008-09

Special Rates	Level 1	Level 2	Level 3	Level 4
Daily 7.5 - 9 hrs	391.00	350.00	340.00	236.00
Daily 10 - 12 hrs	443.00	402.00	392.00	289.00
Weekly	1,083.00	971.00	939.00	655.00

2009-10

Special Rates	Level 1	Level 2	Level 3	Level 4
Daily 7.5 - 9 hrs	401.00	359.00	349.00	242.00
Daily 10 - 12 hrs	455.00	413.00	402.00	297.00
Weekly	1,111.00	996.00	963.00	672.00

28:04 The Overtime Rate for the first half-hour or part thereof shall be twenty-seven dollars (\$27.00) and fourteen dollars (\$14.00) for each subsequent half-hour or part thereof.

28:05 Weekly fees are inclusive of one (1), ten (10) out of twelve (12) hour day.

28:06 Calls to Work

On a seven and a half (7 1/2) out of nine (9) hour day, a meal break of at least one (1) hour shall occur after not more than four (4) hours of work.

28:07 For an Artist engaged on a weekly contract, if an additional extended day of work is required, the Artist will receive an additional fifty-five dollars (\$55.00). Additional extended days are limited to one (1) per engagement.

28:08 Unless otherwise specifically modified herein, all other working conditions, penalties and infringements of the Agreement apply.

29:00 CANADIAN ACTORS' EQUITY SPECIAL PROVISIONS

29:01 Special Power to Act for Artist

(i) **Authority**

Whenever it is provided in this Agreement or in any engagement contract that something may be done by a member:

- (a) at the option of, or with the consent of, or at the request of Equity; or
- (b) on the demand of, or with the consent of such member, then Equity, representing the Artist, has, and is given, authority to act for, and in the place of the member, and to assert his/her position, or make his/her request or demand, as the case may be, with all of the power and authority of the member him/herself without liability to itself.

(ii) **Consent**

In all cases where by virtue of this Agreement and/or any engagement contract, the consent, approval or initial interpretation by Equity is required and Equity has, and reserves full discretionary power in giving its consent to

change, modify, amend or limit rights of any of its members, said action to be taken on behalf of Equity in writing by the Executive Director, or one of the Executives especially authorized by him/her to act.

(iii) Representation

Equity may represent its members in any dispute which may arise with the NAC, and Equity may, at all times, represent its members in relation to any matter arising out of this Agreement or any engagement contract. When any act or request or consent of any such member is provided for in such contract, the request, consent, or approval of Equity shall, for all purposes, be deemed the consent, request, approval or act of the member.

29:02 Deputies and Representatives

Equity Deputies shall be permitted in each company.

The NAC shall not dismiss or otherwise penalize any Artist for fulfilling his/her duties or obligations as a Deputy, elected officer, or member of Equity.

30:00 DISPUTE RESOLUTION AND ARBITRATION

30:01 Equity and NAC agree that all differences between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including the Artist's engagement contract, shall be dealt with pursuant to the following provisions.

30:02 Notice of Dispute

If there is an issue relating to the interpretation, application, administration or alleged violation of this Agreement, including the Artist's engagement contract then the party wishing to raise the issue must do so with the other party within ten (10) business days of the occurrence giving rise to the disagreement. This must be done in writing and must set out the issue and the relief claimed. If the above time limit is not complied with then the matter cannot be raised.

30:03 Dispute Resolution Meeting

Once a notice of dispute has been delivered, either party may request, within five (5) business days, a meeting to discuss the disagreement. Both parties shall meet within ten (10) business days of the request being received, or on a mutually agreed date. The meeting may be held in person or by teleconference to be determined by the parties. At such meeting, either party may have whomsoever they wish in attendance, provided that each party is represented by an equal number, such number to be mutually agreed upon between the parties.

The purpose of the meeting is to settle the disagreement amicably and the parties agree to use their best efforts to reach a reasonable resolution. The meeting is without prejudice to any position the parties may take in arbitration should the matter proceed to that stage. The meeting is confidential and the parties are encouraged to offer creative options for resolution. Any such options discussed are for the purpose of alternative dispute resolution only and cannot be used in later arbitration proceedings. Any agreement reached does not create a precedent unless the parties otherwise agree. Should a resolution not be reached at this meeting, either party may, within ten (10) business days refer the matter to arbitration.

30:04 Meeting

The parties agree to hold at least one meeting after the referral, at least one week prior to the commencement of arbitration hearings. If the matter cannot be settled, then it will be resolved by arbitration.

30:05 Appointment of Arbitrator

The parties shall agree on an arbitrator as soon as possible after the sending of the referral to arbitration and, if no agreement on the appointment of an arbitrator can be reached then they, or either of them, shall request the federal Minister of Labour to appoint an arbitrator.

30:06 Confidentiality

The parties shall use their best efforts to maintain confidentiality during this process.

30:07 Location of Arbitration

Any arbitration hearings shall take place within the National Capital Region.

30:08 No Recourse to Court of Law

The parties agree that no recourse shall be had to a court of law by either party or any Artist covered by this Agreement, unless it is to enforce an award made pursuant to the arbitration process or until the other party has failed to comply with these arbitration procedures.

30:09 No Modification of Agreement

The parties agree that the Arbitrator does not have jurisdiction to alter, amend, change, modify, add to, or subtract from, any of the provisions of this Agreement.

30:10 Expenses

The Arbitrator's compensation and expenses shall borne equally by the parties.

31:00 GENERAL

In keeping with the National Arts Centre's commitment to the Official Languages Act, the NAC and Equity shall make copies of the Agreement available in both official languages.

In the event that a dispute arises in the interpretation of the Agreement, the English version shall take precedence.

32:00 TERM OF AGREEMENT

The Agreement shall take effect upon ratification, and expire at 11:59 p.m. on August 31, 2010. Either party may, in the three (3) months immediately preceding the expiry date, issue a notice to bargain to the other party in order to renew or revise this Agreement, or to enter into bargaining for a new scale agreement.

DEFINITIONS

The following terms, wherever used in this Agreement unless otherwise provided, shall be defined as follows:

Amateur Artist

The term "Amateur Artist" means an individual who is not pursuing a career as a professional in the performing arts and is not a member of any professional artists' association or union.

Artist

The term "Artist" means all the categories listed in PREAMBLE II.

Ballet Master/Mistress

A "Ballet Master/Mistress" is an Artist who may be required to teach ballet/dance class, rehearse Artists in a ballet and/or assist in the preparation of dance rehearsal schedules.

Call to Work

The term "Call to Work" shall include but be not limited to such activities as rehearsal, travel, fittings, photo calls, cueing and performance.

Children

The term "Children" means persons less than sixteen (16) years of age.

Choreographer

A "Choreographer" is the artist engaged for the purpose of choreographing a production or segment of a production.

Assistant Choreographer

An "Assistant Choreographer" is the Artist engaged for the purpose of assisting in the choreographing and/or rehearsing a production or segment of a production.

Coach/Repetiteur

A "Coach/Repetiteur" is an Artist who supervises the rehearsal of a ballet/dance or segment of a ballet/dance.

Dance Captain

A "Dance Captain" is an Artist engaged in a performing capacity assigned to monitor dance choreography for the duration of the production.

Designated Venue

The term "Designated Venue" means the place in Canada to which an artist is called to provide any service to the NAC including, but not limited to performances, rehearsals, attendance at photo calls, costume fittings or publicity interviews.

Engagement

The term "Engagement" means the period of time for which an Artist is engaged.

Engagement Week

The "Engagement Week" is defined as any consecutive seven (7) day period starting with the first date listed on the Artist's engagement contract.

Extraordinary Risk

The term "Extraordinary Risk" means an aspect of a performance which is deemed to be extraordinary by nature of its risk, examples of which include but are not limited to: acrobatic feats; suspension from trapezes, wires, or like contrivances; the use of or exposure to weapons, fire, dangerous chemicals, or pyrotechnical devices; stage fighting; the taking of dangerous leaps, falls, throws, catches, knee drops or slides; the handling of unusual live animals

(including birds, fish, reptiles); work on a rake where the incline is greater than one (1) in twelve (12) inches. Within the sphere of dance the execution of choreography or staging which departs from those accepted techniques of movement and support used in contemporary theatre dance (classical ballet, modern, jazz or ethnic dance) is also defined as an Extraordinary Risk.

Fight Captain

A "Fight Captain" is an Artist engaged in a performing or Stage Management capacity to monitor stage fights for the duration of the production.

Fight Director

A "Fight Director" is the artist engaged for the purpose of directing a stage fight.

Free Day

A "free day" shall mean a period of time during which the Artist shall not be required to travel or perform any services or obligations for the NAC whatsoever.

Half Hour Call

All performances must include a minimum thirty (30) minute period immediately prior to the beginning of each Artist's performance to be used by the Performer to prepare himself/herself for the performance.

Overnight Rest Period

The "overnight rest period" shall mean a period of time between the end of one day's work and the beginning of the next day's work in which the Artist shall not be required to perform any services or obligations for the NAC.

Performance

All performances or rehearsals for which admission is charged are to be counted and considered as performances for which the Artist is to be paid.

Performer

The term "Performer" shall mean actor (including principal, chorus, journeyman, apprentice actor, mime, narrator, local jobber, swing/understudy, or extra), singer (including soloist, performer, ensemble studio artist, chorus member, apprentice, understudy/cover or extra), dancer (including guest artists, apprentice dancer or understudy/sharer).

Performance Day

A "performance day" shall be a day on which a performance is given.

Place of Residence

The term "Place of Residence" shall mean the Artist's home or usual place of residence, which shall be stipulated on the Artist's engagement contract.

Production

The term "Production" means the creation of a performance or performances staged and presented to an audience.

Production Stage Manager

A "Production Stage Manager" is responsible for overseeing the operation of stage management personnel and may take upon himself / herself any stage management duty and responsibility.

Rehearsal Day

A 'rehearsal day' shall be a day on which no performance is given.

Rehearsal

The term "rehearsal" shall mean such related activities as giving notes, blocking, music and dance rehearsals, the staging of concerted movements, or read-throughs.

Resident Choreologist

A "Resident Choreologist" is an Artist who notates dance choreography and may be required to teach new works and rehearse existing dance works.

Role

The term "role" shall mean the part or parts of Performer plays in a performance.

Stage Director

A "Stage Director" is the Artist engaged for the purpose of directing a production.

Assistant Stage Director

An "Assistant Stage Director" is the Artist engaged for the purpose of assisting in the directing of a production.

Stage Fighting

A "stage fight" is a coordinated series of moves with violent intent, requiring specific timing and skill, involving either unarmed combat, or the use of weapons or props used as weapons. For the purposes of this Clause the movement of Artists in possession of weapons that would normally be construed as blocking is not to be construed as stage fighting.

Stage Manager

A "Stage Manager" is the person engaged for the purpose of stage managing a production.

Assistant Stage Manager

An "Assistant Stage Manager" is the Artist engaged for the purpose of assisting in the stage managing of a production.

APPENDIX A - BUSINESS TRAVEL REIMBURSEMENT (PER-DIEM) RATES / KILOMETRIC RATES



NATIONAL ARTS CENTRE CENTRE NATIONAL DES ARTS

Memorandum / Note

To: Budget & Finance

From: Richard Gaffney, Manager Accounting Services

Date: Rates Effective July 1, 2007

Subject: Business Travel Reimbursement (per-diem) rates / Kilometric rates

Effective July 1 07, the Treasury Board established kilometric rates have been adjusted. Travel per diem rates remain unchanged. I have included a quick reference below as well as web links to the Treasury Board web site.

Travel Allowances (rates for Canada & USA, except Yukon, Alaska, U.W.T., and Nunavut.)

Accommodation

- supported by a receipt (note 2)
- private non-commercial facility \$50.00 (unchanged)

Meals and allowances		Net of GST	GST
- breakfast	\$13.00	12.26	.74
- lunch	\$12.40	11.70	.70
- dinner	\$35.30	33.30	2.00
- total meal allowance	\$60.70	57.26	3.44
- incidental (note 3)	\$17.30	16.32	.98
- composite per diem	\$78.00	73.58	4.42

English Web link: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv/td-dv-c_e.asp

French Web link: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv/td-dv-c_f.asp

Kilometric Rates (privately owned vehicle driven for NAC business.)

Rates are per province.	Cents/km	Net of GST	GST
- Ontario	49.50	46.70	2.80
- Quebec	52.50	49.53	2.97

English Web link: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/h_e.asp

French Web link: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/h_f.asp

Notes:

1. For individual travel, meal and allowance rates will be paid in U.S. dollars for travel outside of Canada. For tour or major project travel, Treasury Board of Foreign Service guidelines will apply unless already covered by a collective agreement.
2. Must be approved by a Senior Director
3. Payable for each full day of travel or when accommodation is claimed.

APPENDIX B -SENIOR ARTISTIC STAFF SIDE LETTER

November 1, 2007

Debbie Collins
Director, Human Resources
National Arts Centre
P.O. Box 1534
Station B
Ottawa, ON K1P 5W1

Dear Ms. Collins:

Re: Senior Artistic Staff Side Letter

Further to our negotiations for a scale agreement between the National Arts Centre and Canadian Actors' Equity Association, this letter serves to confirm the following:

A member of the National Arts Centre's senior artistic staff shall be exempt from the provisions of Article 22:00 Stage Director and Article 23:00 Choreographer.

Sincerely,

CANADIAN ACTORS' EQUITY ASSOCIATION

A handwritten signature in black ink, reading "Arden R. Ryshpan". The signature is fluid and cursive, with the first name "Arden" being more prominent.

Arden R. Ryshpan,
Executive Director

SECURITY PLEDGE SIDE LETTER



**NATIONAL ARTS CENTRE
CENTRE NATIONAL DES ARTS**

SECURITY PLEDGE SIDE LETTER

November 1, 2007

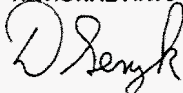
Arden R. Ryshpan
Executive Director
Canadian Actors' Equity Association
44 Victoria ~~Street~~, 12th Floor
Toronto, ON M5C 3C4

Rear Ms. Ryshpan

in accordance with the terms of Clause 8.09 of the National Arts Centre Special Events Agreement the National **Arts** Centre hereby pledges any required amount of the security placed with Canadian Actors' Equity Association pursuant to the Canadian Theatre Agreement or the National **Arts** Centre Music Department Agreement, to satisfy all fees and obligations to Canadian Actors' **Equity** Association and/or its members resulting from events produced under the National **Arts** Centre Special Events Agreement. **This** pledge becomes effective upon ratification of **the** National Arts Centre Special Events Agreement and will continue as long as the agreement remains in effect.

Sincerely,

NATIONAL ARTS CENTRE



Daniel Senyk, CA
Chief Financial Officer

P.O. Box 1534, Station B / C.P. 1534, succursale B / Ottawa, Ontario, Canada, K1P 5W1
☎ 613.947.7000 / ☎ 613.996.9578 / 🌐 www.nac-cna.ca
☎ 1.866.850.ARTS (2787)

APPENDIX D - HARASSMENT IN THE WORKPLACE POLICY

1. SCOPE

1. PORTÉE

This policy applies to all employees of the National Arts Centre Corporation, hereinafter called the "Corporation".

Cette politique s'applique à tout le personnel de la Société du Centre national des Arts, ci-après désignée la «Société».

2. DEFINITIONS

2. DEFINITIONS

2.1 Harassment is any improper behaviour by an employee that is directed at and offensive to another employee, and which the employee knew, or ought reasonably to have known, would be unwelcome. It comprises objectionable conduct, remarks, gestures and displays - made once or repeatedly - that demean, belittle, humiliate or embarrass another employee.

2.1 On entend par harcèlement tout comportement malséant et blessant d'un membre du personnel envers un autre, comportement dont l'importunité était connue de l'auteur ou n'aurait pas dû lui échapper. Tout propos, geste ou exhibition reprehensible qui humilie, rabaisse ou embarrasse un employé ou une employée, constitue une manifestation de harcèlement, que ce soit fait de façon continue ou non

Without limiting the foregoing, the term harassment in this policy includes the meaning given to it within the Canadian Human Rights Act, i.e., harassment on the basis of the following prohibited grounds of discrimination: race, national or ethnic status, colour, religion, age, sex, sexual orientation, marital status, family status, disability or conviction for an offence for which a pardon has been granted.

Sans restreindre ce qui précède, le terme harcèlement a le sens qui lui est donné dans la Loi canadienne sur les droits de la personne, c'est-à-dire, le harcèlement qui peut être lié à l'un des motifs de distinction illicite suivants: la race, l'origine nationale ou ethnique, la couleur, la religion, l'âge, le sexe, l'orientation sexuelle, l'état matrimonial, la situation de famille, la déficience ou l'état de personne gracée.

2.2 Sexual harassment means any conduct, comment, gesture or contact of a sexual nature:

2.2 Le harcèlement sexuel s'entend de tout comportement, propos, geste ou contact qui, sur le plan sexuel

.1 that is likely to cause offence or humiliation to any employee; or

.1 soit est de nature à offenser ou humilier un employé ou une employée;

.2 that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

.2 soit peut, pour des motifs raisonnables, être interprété par celui-ci ou celle-ci comme subordonnant son emploi ou une possibilité de formation ou d'avancement à des conditions à caractère sexuel.

2.3 Harassment also includes abuse of authority, which means the improper use of power and authority inherent in the position held by one person to endanger another person's employment, that person's work performance or in any way interfere with or influence unfavourably the career of such a person. It includes such acts or misuses of power as intimidation, threats, blackmail and coercion.

Abuse of authority also includes unjustly or unfairly favouring one employee to the disadvantage of another.

2.3 Le harcèlement comprend également l'abus de pouvoir, qui signifie l'exercice malséant de l'autorité ou du pouvoir inhérent à un poste dans le dessein de compromettre l'emploi d'une personne, de nuire à son rendement au travail, de nuire ou d'influencer défavorablement sa carrière. Il comprend des actes tels que l'intimidation, la menace, le chantage et la coercition. Il englobe également le favoritisme injuste et abusif à l'égard d'un membre du personnel au détriment d'un autre.

.1 Notwithstanding the generality of the foregoing, the proper exercise of managerial responsibilities in areas such as counselling, performance appraisal, staff relations and the implementation of disciplinary actions do not constitute harassment and are not an abuse of authority.

.1 Nonobstant la généralité de ce qui précède, l'exercice normal de l'autorité des personnes qui assument des responsabilités de gestion dans les domaines tels que le counselling, les évaluations de rendement, les relations de travail et l'application de mesures disciplinaires ne constituent pas du harcèlement et de l'abus de pouvoir.

2.4 "Employee" means any person employed or engaged by the Corporation and includes any person who volunteers their services to the Corporation.

2.4 Le terme «employé, employée ou membre du personnel») signifie toute personne employée par la Société et inclut toute personne qui offre ses services bénévolement.

The Corporation employs and deals with minors and this policy applies to the described conduct in relation to minors. A minor, a minor's parent or guardian, may lodge a complaint in accordance with this policy. In such an event, the complaint shall be forthwith reported to the Director of Human Resources, who, in consultation with the Corporation's legal counsel, will review the necessity for reporting the complaint to the child welfare authorities or the police.

La Société emploie et transige avec des personnes mineures, et cette politique s'applique à celles-ci sans exception. Une personne mineure, son tuteur, sa tutrice ou ses parents, peut déposer une plainte en vertu de cette politique. Dans de pareils cas, la plainte sera faite immédiatement au directeur des ressources humaines, qui après consultation avec les conseillers ou les conseillères juridiques de la Société, examinera si la plainte doit être rapportée à la police ou aux services d'aide à l'enfance.

3.1 POLICY

3.1 POLITIQUE

The Corporation is committed to providing employees with a work environment free of harassment, as defined by this policy, and to that end supports the following principles:

La Société s'engage à pourvoir à tout le personnel un environnement de travail libre de tout harcèlement, tel que défini par la présente politique, et à cette fin adopte et appuie les principes suivants

.1 every employee of the Corporation is entitled to employment free of harassment;

.1 tout le personnel de la Société a droit à un milieu de travail exempt de harcèlement;

- .2 the Corporation will make every reasonable effort to ensure that no employee is subject to harassment;
- .2 a Société veillera, dans toute la mesure du possible, à ce qu'aucun membre du personnel ne fasse l'objet de harcèlement;
- .3 the Corporation will take such action as it deems appropriate against any person under the Corporation's direction who subjects any employee to harassment;
- .3 la Société prendra les mesures qu'elle jugera appropriées contre toute personne, sous son autorité, qui aura fait subir à tout employé ou toute employée du harcèlement;
- .4 the Corporation, with this policy, shall provide employees with a statement explaining how complaints of harassment may be brought to the attention of the Corporation;
- .4 par cette politique, la Société donnera aux membres du personnel les renseignements nécessaires concernant le dépôt d'une plainte de harcèlement;
- .5 the Corporation will not disclose the name of a complainant or a respondent, the evidence gathered during the investigative process or any other matter involving the complaint including the circumstances relating to the complaint to any person except where the disclosure is expressly provided for in this policy, is necessary for the purposes of investigating the complaint, taking disciplinary measures in relation thereto, or as may be required by law.
- .5 la Société gardera confidentiels les noms du plaignant ou de la plaignante et du défendeur ou de la défenderesse et les circonstances entourant l'incident, les témoignages recueillis durant l'enquête ou toutes autres questions ou circonstances entourant la plainte sauf si la divulgation est exigée par la présente politique ou est rendue nécessaire pour les fins de l'enquête, pour imposer des mesures disciplinaires reliées à l'incident, ou si la loi le requiert.

3.2 Each department within the Corporation shall:

3.2 Chaque service de la Société devra

- .1 provide a work environment free of harassment; assurer à ses employés et employées un environnement de travail libre de tout harcèlement;
- .2 inform present and new employees of this policy, including their rights and responsibilities;
- .2 aviser les employés et les employées présents ou futurs de cette politique et de leurs droits et responsabilités;
- .3 establish an efficient communication process with its employees in order to divulge any behaviour contrary to this
- .3 établir un processus de communication efficace avec tout le personnel pour déceler tout comportement contraire

4. RIGHTS AND RESPONSIBILITIES

4. RESPONSIBILITIES

4.1 DIRECTORS

4.1 DROITS ET RESPONSABILITÉS DIRECTEURS ET DIRECTRICES

It is the responsibility of Directors and supervisors:

Les directeurs, les directrices, les superviseurs et les superviseuses sont responsables

- .1 to take immediate action to end any harassment in the workplace of which they are aware, whether or not a complaint has been made; and
- .1 de faire en sorte que cesse immédiatement tout harcèlement au travail dont ils connaissent l'existence, qu'une plainte ait été déposée ou non; et

- .2 to co-operate with those responsible for investigating and adjudicating complaints.

- .2 de coopérer avec les personnes responsables de l'enquête et de l'arbitrage des plaintes.

4.2 EMPLOYEES

4.2 EMPLOYÉS ET EMPLOYÉES

Any employee who believes there is harassment in the workplace, should bring these concerns to the attention of his or her immediate supervisor or the Director of the department. Furthermore, employees are responsible for contributing to the maintenance of a positive work environment by refraining from behaviour that constitutes harassment, as defined by this policy.

Tout membre du personnel qui croit être témoin de harcèlement au travail, devrait en aviser son superviseur immédiat, sa superviseuse immédiate, le directeur ou la directrice du service. De plus, les employés et les employées ont la responsabilité de contribuer au maintien d'un milieu de travail accueillant en évitant tout comportement qui constitue du harcèlement tel que défini dans la présente politique.

4.3 COMPLAINANTS

4.3 PLAIGNANTS ET PLAIGNANTES

- .1 Persons with a complaint of harassment have the right:

- .1 Toute personne qui se croit victime de harcèlement a le droit

- .a to file a complaint and obtain a prompt investigation of the complaint through the procedures established without fear of reprisal;
- .a de porter plainte et d'obtenir qu'on enquête sur l'incident dans les plus brefs délais selon les procédures établies, et ce sans crainte de représailles;
- .b to be represented and accompanied by a person of their choosing during the interviews related to the complaint; and
- .b d'être accompagnée ou représentée par la personne de son choix durant toute entrevue concernant l'incident; et
- .c to be kept informed of the steps being taken and the pertinent information obtained, as a result of the investigation.
- .c d'être informée, durant le processus, des mesures prises et des renseignements pertinents obtenus qui résulteraient de l'enquête.

- .2 It is the responsibility of persons with a complaint of harassment:

- .2 La personne se croyant victime de harcèlement a la responsabilité

- .a to attempt to put an end to the alleged harassment by making known to the respondent immediately, if possible, their disapproval or unease and if unsuccessful or if they have been unwilling to register their objection, lodge a complaint in accordance with the procedures established by this policy;
- .a de tenter de mettre fin au harcèlement présumé en indiquant à la personne concernée sa désapprobation et son embarras et dans le cas où le présumé harcèlement continuerait, ou si la personne ne désirait pas indiquer sa désapprobation, la responsabilité de porter

plainte selon les procédures établies par la présente politique;

- .b to document, if possible, the date, time and nature of the alleged harassment, whether it occurs on a one-time or continuous basis, including the names of possible witnesses;
- .b d'indiquer, dans la mesure du possible, l'heure, la date, la nature, la fréquence du harcèlement en question ainsi que le nom des témoins possibles;
- .c to co-operate with those responsible for investigating and adjudicating the complaint; and,
- .c de collaborer avec les personnes responsables de l'enquête et de l'arbitrage de la plainte; et
- .d to refrain from discussing the fact that a complaint has been filed, or the allegations contained in
- .d de ne pas discuter le fait qu'une plainte ait été déposée, ou les allegations contenues

the complaint except to their representative or as directed by the person responsible for investigating or adjudicating the complaint.

dans la plainte sauf avec ses représentants ou représentantes ou selon les directives des personnes responsables de l'enquête et de l'arbitrage de la plainte.

4.4 RESPONDENTS

4.4 DÉFENDEURS ET DÉFENDERESSES

- .1 Persons against whom a complaint of harassment has been filed have the right:
- .1 La personne contre qui une plainte de harcèlement a été déposée a le droit
 - .a to be informed as soon as possible that a complaint has been filed;
 - .a d'être avisée, dans les plus brefs délais, du dépôt d'une plainte;
 - .b to be provided with particulars of the allegations and be afforded the opportunity to respond to them;
 - .b de connaître les détails de la plainte et le droit de répliquer;
 - .c to be represented and accompanied by a representative of their choice during interviews related to the complaint that has been lodged against them; and
 - .c d'être accompagnée et représentée par un représentant ou une représentante de son choix lors d'entrevues concernant la plainte contre elle; et
 - .d to be informed of the steps being taken and the pertinent information obtained, as a result of the investigation.
 - .d d'être avisée des mesures prises et des renseignements pertinents obtenus résultant de l'enquête.
- .2 It is the responsibility of any person against whom a complaint of harassment has been filed:
- .2 La personne contre qui une plainte de harcèlement a été déposée a la responsabilité
 - .a to provide particulars of the response to the allegations filed by the complainant when requested;

- .a de donner les détails pertinents concernant sa réplique aux allegations du plaignant ou de la plaignante lorsque requis;
- .b to co-operate with those responsible for investigating and adjudicating the complaint;
- .b de coopérer avec les personnes responsables de l'enquête et de l'arbitrage de la plainte;
- .c to refrain from discussing the fact that a complaint has been filed, or of the allegations contained in the complaint, except to their representative or as directed by the persons responsible for investigating or adjudicating the complaint; and
- .c de ne pas discuter le fait qu'une plainte ait été déposée, ou les allegations contenues dans la plainte sauf avec son représentant ou sa représentante ou selon les consignes des personnes responsables de l'enquête et de l'arbitrage de la plainte;
- .d to comply with any direction given by the Corporation as a remedial measure if the complaint is upheld.
- .d de respecter toutes consignes préconisées par la Société à titre de mesures correctives advenant que la plainte soit validée;

4.5 INVESTIGATORS

4.5 ENQUÊTEURS ET ENQUÊTEUSES

The investigator shall conduct a thorough investigation in a sensitive, discrete and impartial manner.

L'enquêteur ou l'enquêtrice doit mener l'enquête de façon exhaustive, discrète et impartiale.

- .1 The Director of Human Resources of the Corporation shall be responsible for investigating complaints of harassment or appointing a person to investigate such complaints. It is the responsibility of the person investigating an allegation of harassment to:
- .1 Le directeur des ressources humaines de la Société a la responsabilité de faire enquête sur toute plainte de harcèlement qu'il reçoit ou de nommer une personne pour procéder à ladite enquête. La personne qui enquêtera sur la plainte aura les responsabilités suivantes
 - .a inform the person against whom a complaint has been filed as soon as possible;
 - .a aviser dans les plus brefs délais la personne contre qui a été déposée la plainte;
 - .b inform all parties of their rights and responsibilities;
 - .b informer chaque partie de ses droits et responsabilités;
 - .c attempt to resolve the complaint in a manner agreeable to the complainant and the respondent prior to conducting a formal investigation;
 - .c tenter de régler la plainte de manière informelle à la satisfaction du plaignant ou de la plaignante et du défendeur ou de la défenderesse avant de procéder à une enquête formelle;
 - .d if unable to resolve the complaint in a manner agreeable to the complainant and the respondent, conduct a formal investigation,
 - .d si la plainte ne peut être résolue à la satisfaction du plaignant ou de la plaignante et du défendeur ou de la défenderesse, procéder à

prepare a written report outlining the allegations, the response, the evidence of any witnesses, any recommendations and conclusions, which report shall be submitted to the Corporation. The complainant and the person against whom the complaint has been made shall be informed in writing of the conclusion reached by the investigator.

une enquête formelle, préparer un rapport, lequel doit être soumis à la Société, détaillant les allégations, la réplique à ces allégations, les preuves recueillies auprès des témoins, toutes recommandations ou conclusions.

Le plaignant ou la plaignante et la personne contre qui la plainte a été faite, seront informés par écrit, des conclusions de l'enquête.

4.6 MONITORING

4.6 CONTRÔLE

- .1 The Director of Human Resources of the Corporation shall keep a confidential record of the number of complaints, the nature of complaints, the outcome of the investigation and the type of corrective action taken.
- .1 Le directeur des ressources humaines de la Société devra garder confidentiels le nombre de plaintes reçues, leur nature, les résultats de l'enquête et le type de mesures correctives utilisées.
- .2 The Director of Human Resources of the Corporation shall be responsible for ensuring that the policy and procedures are known, that all alleged incidents of harassment which are reported to the Corporation, in accordance with this policy, are investigated and that appropriate action is taken to discipline or counsel persons found to have been guilty of harassment.
- .2 Le directeur des ressources humaines de la Société sera responsable de faire connaître la politique et les procédures, de faire en sorte qu'une enquête soit menée sur toute plainte déposée à la Société en vertu de la présente politique et que des mesures appropriées soient prises pour réprimander ou conseiller la personne reconnue coupable de harcèlement.

5. PROCEDURE

5. PROCEDURE

5.1 STEP 1: A COMPLAINT OF HARASSMENT

5.1 1^{re} ÉTAPE : PREMIÈRE INSTANCE D'UNE PLAINTE DE HARCÈLEMENT

It is expected that victims of harassment will immediately make known to the respondent their disapproval or unease.

On prend pour acquis que les victimes de harcèlement feront connaître à la personne concernée leur désapprobation et leur embarras.

- .2 If this measure is unsuccessful in resolving the matter or if the circumstances are such that the complainant is unable to take this measure, then the complainant may lodge a complaint with the Director of Human Resources. At this stage, the Director of Human Resources, in consultation with the Director of the Department involved, will determine whether the complainant and the person complained against should be separated from each other for the period of the investigation. If the complaint involves the Director of Human Resources, the complaint may be filed with the Executive Director who shall assume all of the responsibilities of the Director of Human Resources under this policy with respect to the handling of the complaint.

- .2 Si cela ne suffit pas à résoudre le problème ou si les circonstances sont telles que le plaignant ou la plaignante ne peut utiliser cette mesure, le plaignant ou la plaignante pourra alors porter plainte auprès du directeur des ressources humaines. À cette étape, le directeur des ressources humaines, en consultation avec le directeur ou la directrice du service concerné, déterminera s'il est nécessaire de séparer, pour la durée de l'enquête, le plaignant ou la plaignante et la personne contre qui la plainte est logée. Si la plainte implique le directeur des ressources humaines, la plainte sera alors déposée auprès de la directrice générale laquelle assumera toutes les responsabilités du directeur des ressources humaines, en vertu de la présente politique, en ce qui concerne la disposition de la plainte.

- .3 Upon lodging a complaint, the complainant will be advised of, and if requested provided with, a copy of the Corporation's Harassment in the Workplace Policy and Procedures. The complainant will be advised to discuss neither the fact that a complaint has been filed nor the substance of the complaint with anyone except the complainant's representative, if any, and any person investigating the complaint.

- .3 Lors du dépôt de la plainte, le plaignant ou la plaignante sera avisé, ou recevra copie sur demande, de la politique et procédures de la Société concernant le harcèlement en milieu de travail. Le plaignant ou la plaignante sera avisé de ne pas discuter du dépôt de la plainte ni des détails de l'incident avec quiconque sauf avec son représentant ou sa représentante, s'il y a lieu, ou toute personne faisant enquête sur ladite plainte.

- .4 The investigator shall inform the respondent as soon as possible that a complaint has been received, and invite the person for a confidential interview. The respondent, if requested, will be provided with a copy of the Harassment in the Workplace Policy and Procedures and with the particulars of the complaint. The respondent shall be instructed to discuss neither the fact that a complaint has been filed nor the substance of the complaint with anyone except with his or her representative.

- .4 L'enquêteur ou l'enquêtrice devra informer dans les plus brefs délais le défendeur ou la défenderesse du dépôt de la plainte à son sujet, et convoquera le défendeur ou la défenderesse à une entrevue confidentielle. Le défendeur ou la défenderesse, à sa demande, recevra une copie de la politique et procédure de la Société concernant le harcèlement en milieu de travail, ainsi que les détails de la plainte et copie de celle-ci. Le défendeur ou la défenderesse sera avisé de ne pas discuter du dépôt de la plainte ni des détails de l'incident avec quiconque sauf avec son représentant ou sa représentante, s'il y a lieu.

- .5 At this stage the investigator will:

- .5 A cette étape, l'enquêteur ou l'enquêtrice:

- .a do everything possible to keep confidential the identity of the parties and the nature of the allegations;
- .a gardera confidentielles l'identité des parties et la nature des allégations dans toute la mesure du possible;
- .b question or discuss the complaint with anyone who may have information to contribute toward resolution of the case.
- .b interrogera ou discutera de la plainte avec toute personne concernée par le cas, et qui pourrait éventuellement faire avancer l'enquête.

5.2 STEP 2 - FORMAL INVESTIGATION

5.2 2e ETAPE : ENQUÊTE FORMELLE

- .1 The Investigator shall interview the complainant, the respondent and any witnesses or other persons who may have evidence relevant to the complaint. Both the complainant and the respondent shall be provided with the conclusion obtained by the Investigator and given the opportunity to respond to it.
- .1 L'enquêteur ou l'enquêtrice interrogera le plaignant ou la plaignante, le défendeur ou la défenderesse, les témoins s'il y a lieu, et toute autre personne détenant de l'information pertinente à l'incident ou à la plainte. Tant le plaignant ou la plaignante que le défendeur ou la défenderesse pourront obtenir de l'enquêteur ou l'enquêtrice les informations pertinentes aux résultats de l'enquête et auront l'occasion de les commenter.
- .2 The Investigator shall make a report of his or her finding to the Corporation as soon as possible after interviewing the parties and witnesses. If the allegations are found to be substantiated the Investigator may recommend appropriate sanctions to the Corporation.
- .2 L'enquêteur ou l'enquêtrice fera un rapport d'enquête à la Société dans les meilleurs délais possibles après avoir entendu les parties et les témoins. Si les allégations se trouvent confirmées par le travail de l'enquêteur ou l'enquêtrice, celui-ci ou celle-ci pourra recommander des sanctions appropriées à la Société.
- .3 The appropriate criterion for a finding is "proof on a balance of probabilities", except that, where the allegations constitute or approximate criminal conduct, the criminal standard of "proof beyond a reasonable doubt," may be imposed.
- .3 Les critères de décision appropriés reposent sur le principe de la «preuve selon la prépondérance des probabilités», sauf dans les cas où les allégations portent à croire que l'incident constitue ou pourrait constituer un cas de conduite criminelle, on pourra alors utiliser le principe de la «preuve hors de tout doute raisonnable».
- .4 The range of penalties include dismissal, suspension, apology, private or public reprimand or a combination thereof. The appropriateness of the penalty will depend upon the seriousness of the offence, the respondent's attitude to the complaint and investigation, prior record, likelihood of repetition of the conduct complained of and any mitigating factors which exist.
- .4 L'éventail des sanctions peut inclure le congédiement, la suspension, la présentation d'excuses, une réprimande publique ou privée ou toute autre combinaison de sanctions. Le choix de sanctions appropriées dépendra de la gravité de l'incident, l'attitude de l'intimé ou l'intimée envers la plainte et l'enquête, son dossier antérieur, les possibilités qu'une telle conduite par le défendeur ou la défenderesse se reproduise, ainsi que toutes circonstances atténuantes qui pourraient exister.

5.3 STEP 3 - EXTERNAL RECOURSE

5.3 3e ETAPE : RECOURS EXTERNE

In addition to the above internal procedures, employees who believe that they have been harassed have a right to seek redress at any time under provisions of the Canadian Human Rights Act.

En plus des procédures internes décrites ci-dessus, les employés et les employées qui s'estiment victimes de harcèlement pourront faire valoir leurs droits en vertu de la Charte canadienne des droits et libertés en tout temps. policy and thus develop a suitable climate for the receipt of complaints;

à la présente politique et favoriser ainsi un climat propice à la réception de plaintes;

.4 ensure that the Director of Human Resources is notified and in receipt of all documents pertaining to all complaints directly received by the Director of the department or the immediate supervisor of the complainant, and is notified of all measures taken, if any, concerning the complaint.

.4 s'assurer que le directeur des ressources humaines soit avisé et reçoive les documents pertinents à toutes plaintes reçues directement par le directeur ou la directrice du service ou le superviseur immédiat ou la superviseuse immédiate du plaignant ou de la plaignante, et des mesures prises à l'égard de la plainte, s'il y a lieu.

APPENDIX E -SMOKING POLICY / POLITIQUE SUR L'USAGE DU TABAC

1. SCOPE

1. PORTÉE

- 1.1 This policy applies to all employees.
- 1.1 La présente politique s'applique à tous les employés.
- 1.2 This policy is intended to provide a framework for smoking in the workplace at the NAC.
- 1.2 Elle sert de cadre d'application visant l'usage du tabac dans les lieux de travail du CNA.

2. DEFINITIONS

2. DEFINITIONS

- 2.1 Smoking means to have control over an ignited article or substance made from tobacco.
- 2.1 Fumer: Faire brûler du tabac sous toutes ses formes.
- 2.2 Workplace means an enclosed area where employees are engaged in work for the NAC. This includes but is not limited to private offices, open office areas, workshops, workrooms, stage areas, stairways, hallways, lunch rooms, washrooms, etc.
- 2.2 Lieu de travail: Tout espace fermé où les employés exécutent un travail pour le CNA. Sont notamment compris les bureaux particuliers, les bureaux à aire ouverte, les ateliers, les salles de travail, les scènes, les cages d'escalier, les corridors, les salles de repas, les toilettes, etc.
- 2.3 Except for employees on duty, the term workplace does not include the Restaurant, Fountain Room and Salon areas when official functions are being held, nor does it include dressing rooms occupied by visiting artists performing at the NAC.
- 2.3 Sauf en ce qui a trait aux employés en service, le terme "lieu de travail" exclut le Restaurant (non pas "Le Café") et les secteurs de la salle de la Fontaine et du Salon lorsque s'y déroulent des réceptions officielles, de même que les loges occupées par les artistes invités à se produire au CNA.

3. DESIGNATED SMOKING AREAS

3. AIRES DESIGNÉES POUR FUMER

- 3.1 Employees are not permitted to smoke in the workplace within the NAC.
- 3.1 Il est interdit aux employés de fumer dans les lieux de travail au CNA.

6. HEALTH AND SAFETY COMMITTEE

6. COMITÉ DE SANTÉ ET DE SÉCURITÉ

- 6.1 Concerns or complaints regarding this policy may be given confidentially to the Health and Safety Committee.
The information will be brought to the attention of the appropriate Manager and Senior Director.
- 6.1 Le comité de santé et de sécurité reçoit en toute confidentialité les questions et plaintes concernant la présente politique. Elles seront portées à l'attention du gestionnaire ou du directeur principal compétent.

7. DISCIPLINE

7. DISCIPLINE

- 7.1 Should Managers and Supervisors be unable to resolve employee smoking infractions through counselling of employees and should disciplinary action be required, the following disciplinary process will be used.
- 7.1 Si malgré les conseils et l'assistance que l'employé(e) a reçu de la part du gestionnaire ou de son superviseur immédiat, il (elle) continue à commettre des infractions à la présente politique, le gestionnaire et le superviseur immédiat devront prendre les mesures disciplinaires telles que ci-après décrites.
- 7.2 The Supervisor will send a written letter of reprimand, indicating the employee's smoking infraction, which will be placed in the employee's file.
- 7.2 Le superviseur envoie une lettre de réprimande décrivant le manquement laquelle sera versée au dossier de l'employé(e).
- 7.3 Should smoking infractions continue, a second letter of reprimand, this time signed by the employee's Manager, will be placed in the employee's file.
- 7.3 S'il y a d'autres manquements, une deuxième lettre de réprimande est versée au dossier de l'employé(e) et signée par le gestionnaire.
- 7.4 Should there be another infraction following two (2) letters of reprimand, the employee will be suspended without pay for one day.
- 7.4 S'il y a récidive après deux (2) lettres de réprimande, l'employé est suspendu sans traitement pour une journée.

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NATIONAL ARTS CENTRE SPECIAL EVENTS AGREEMENT 2007 – 2010

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