

AGREEMENT

SOURCE	CBC		
EFF.	91	01	01
TERM.	93	12	31
No. OF EMPLOYEES	8		
NOMBRE D'EMPLOYÉS	54		

between

CANADIAN BROADCASTING CORPORATION

hereinafter called the Corporation

and

**NATIONAL ARTS CENTRE STAGE EMPLOYEES UNION
OF THE INTERNATIONAL ALLIANCE OF THEATRICAL
STAGE EMPLOYEES AND MOVING PICTURE MACHINE
OPERATORS OF THE UNITED STATES AND CANADA,
LOCAL 471**

hereinafter called the Union

DEC - 7 1993

effective January 1, 1991

0399304

INTRODUCTION

It is the intent and purpose of this Agreement to recognize the community of interest between the Canadian Broadcasting Corporation and the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, **Local 471**, in fostering a friendly spirit which shall prevail at all times between the Corporation and the members of the Union and, to this end, this Agreement is therefore designed to set forth clearly the rates of pay and conditions of work to be observed between the parties.

DEFINITION OF TERMS

"CORPORATION" means the Canadian Broadcasting Corporation.

"UNION" means Local 471, International Alliance of Theatrical Stage Employees.

"READ OF DEPARTMENT" means that individual who is designated as the person in charge of other individuals during the setting-up, rehearsal and/or broadcast of a Canadian Broadcasting Corporation program.

"MEMBERS" shall mean experienced theatrical stage workers who are members in good standing of the **Union**.

"INDIVIDUAL(S)" shall mean a member of I.A.T.S.E., Local 471.

"STAGEHAND" . means those individuals who, under the direction of a CBC representative or **as** assigned, are employed **as** Carpenters (including flymen and grips), Electricians (including switchboard operators, follow spot operators) and House Sound System Operators and property men.

ARTICLE 1

SCOPE OF AGREEMENT

- 1.1 This agreement shall apply to all persons supplied by the Union to perform the duties connected with the staging, properties, house audio system, and lighting of a CBC radio and/or television rehearsal and/or program at locations where the Union has **an** effective collective bargaining agreement in written form, which covers this jurisdiction.
- 1.2 It is clearly understood between the parties that in the event of a jurisdictional challenge, the onus of proof of such jurisdiction shall rest entirely **on** I.A.T.S.E., Local 471.
- 1.3 The Union accepts responsibility of selecting and supplying individuals **as** required by the Corporation.
- 1.4 The Union further agrees to supply the same crew of workmen for preparation, rehearsals and performance of production and that substitutes will **only** be made in case of illness and injury.

ARTICLE 2

MANAGEMENT'S RIGHTS

- 2.1 It **is** recognized that the Corporation reserves the right to use only those individuals who are considered qualified by Management. The Corporation may refuse to employ and **may** demand replacement for any employee reporting for duty in an intoxicated condition or who brings intoxicating beverages into the area of work or who is otherwise incompetent **to** perform his duties.
- 2.2 It is recognized that the Corporation has the responsibility and the right to decide upon the number of individuals to be included in **any** work force and the control and direction of these individuals rests with the Corporation.

- 2.3 It is recognized that in any event that the Union shall, in any specific instance, be unable to supply men **as** required by the Corporation, the Corporation shall be at liberty to make such other arrangements on the specific occasion **as** it may seem advisable.
- 2.4 It is agreed that any stagehand may be called upon to perform any related work within the department to which he is assigned.
- 2.5 It is agreed that it is the Corporation's right to decide who will erect towers, ramps, etc. If the Corporation uses a third party, it will notify the Union in writing.

ARTICLE 3

MINIMAL CALL

- 3.1 A four-hour minimum shall apply on each work call.

ARTICLE 4

HOURS OF WORK

- 4.1 Any **work** performed up to a **maximum** of eight (8) hours in a calendar day will be remunerated at the straight time rate.
- 4.2 Any work performed in excess of eight (8) hours in a calendar day will be remunerated at the time and one-half rate.
- 4.3 **For work** performed between 0001 and 0800, time and one-half the basic rate will be paid.
- 4.4 **For work** performed on Sundays, twice the basic rate will be paid.

ARTICLE 5

HOLIDAYS AND HOLIDAY PAY

5.1 For the purpose of this Agreement, the following will apply:

New Year's Day
Good Friday
Victoria Day
St-Jean Baptiste Day
Civic Holiday (usually the first Monday in August)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

plus any day duly proclaimed by the Federal, Ontario provincial and Ottawa Municipal authorities.

5.2 For work performed on Christmas Day, Good Friday and New Year's Day, twice the basic rate will be paid. Work on other holidays shall be paid **at** the time and one-half rate.

ARTICLE 6

COMPUTATION OF PAY

6.1 The computation, for pay purposes, will be based on the next one-quarter (1/4) hour when work extends beyond a full hour.

ARTICLE 7

REST PERIODS

- 7.1 After four **(4)** consecutive hours of work, members will be entitled to one (1) hour's unpaid rest or one-half (1/2) hour paid at the discretion of the Corporation unless the Corporation has notified the Union twenty-four **(24)** hours prior to the first call to work that the rest period will occur after five **(5)** hours.
- 7.2 Members will be entitled to a one (1) hour unpaid rest period or a one-half (1/2) hour paid rest period for every call of four **(4)** hours duration beyond the first call referred to in Article 7.1.
- 7.3 Where, in emergencies, it is found to be impossible to schedule a rest period, workers will be paid in lieu thereof an additional amount equal to one (1) hour's pay at the rate applicable at the beginning of the fifth (5th) hour or beginning of the sixth (6th) hour as subject to Article **7.1**, or the fifth (5th) hour (in cases of all other calls); and this additional amount shall continue to be paid for each following hour until a meal break is provided.

ARTICLE 8

DIFFERENTIAL RATES

- 8.1 TELEVISION
It is recognized that the Corporation can undertake to telecast, or videotape for future telecast, a performance that is currently running at the location where **Local 471 I.A.T.S.E.** has effective jurisdiction. In such instances, **those** members of **Local 471 I.A.T.S.E.** who are employed at the location for that performance will be paid by the Corporation, an amount equal to the performance rate paid by the National Arts Centre. This amount will be paid on the final day of telecast or videotaping of the performance.

8.1.1 For members of I.A.T.S.E Local 471 who are directly employed by the Corporation to assist in the telecast or videotaping of a production, and who are not simultaneously employed at the location concerned, will be paid by the Corporation the rates of pay as stated in Article 9.

8.2 NATIONAL ARTS CENTRE ORCHESTRA ON LOCATION

It is recognized that the Corporation can undertake to telecast, or videotape for future telecast, or radio broadcast, or record for future broadcast, a performance of the NACO on location outside the National Arts Centre. In such instances the Propsman and the Assistant Propsman on location with the orchestra will be paid by the Corporation at the following rate:

8.2.1.		<u>Daily Rates</u>	
		<u>Jan. 1/91</u>	<u>Jan. 1/92</u>
	Propsman	\$240.09	\$244.89
	Assistant Propsman	\$220.30	\$224.71

Propsman: To be paid an amount equal to twelve (12) hours at the straight time hourly rate of an NAC Head of Department.

Assistant Propman: To be paid an amount equal to twelve (12) hours at the straight time hourly rate of an NAC Assistant Head of Department.

8.3 RADIO

It is recognized that the Corporation can undertake to broadcast, or record for future broadcast, a performance that is currently running at the location where Local 471 I.A.T.S.E. has effective jurisdiction. In such instances, those members who are employed at the location for that performance, will be paid by the Corporation an amount equal to the performance rate paid by the National Arts Centre. This amount will be paid on the final day of the broadcast or recording of the performance.

8.3.1 For those members of I.A.T.S.E. Local 471 who are directly employed by the Corporation to assist in the broadcast or recording of the production, and who are not simultaneously employed at the location concerned, will be paid by the Corporation the rates of pay as stated in Article 9.

ARTICLE 9

CLASSIFICATION AND RATES

9.1 The following minimum hourly rates shall be in effect during the term of this Agreement. These rates will be paid by the Corporation to members of I.A.T.S.E. Local 471 who are directly employed by the Corporation for **any** work that falls within the jurisdiction of I.A.T.S.E Local 471.

9.1.1

Heads of Departments: The hourly rate shall be equal to the hourly rate paid to a Head of Department by the National arts Centre plus a step-up of twelve percent (12%).

Assistant Heads of Department: The hourly rate shall be equal to the hourly rate paid to an Assistant Head of Department by the National Arts Centre plus a step-up of twelve percent (12%).

Members: The hourly rate shall be equal to the hourly rate paid to a Member by the National Arts Centre plus a step-up of twelve percent (12%).

ARTICLE 10

10.1 Each man shall be paid according to the classification to which he is assigned.

10.2 Salary payments shall be billed to the Canadian Broadcasting Corporation through the National **Arts** Centre.

10.3 On-air credits may **be** given to I.A.T.S.E. members who are employed by the Corporation in accordance with its current policy, where in the opinion of the Corporation such credits are merited by their contribution to the performance.

ARTICLE 11

MINIMUM CREWS

- 11.1 At the location where the Union has an effective Collective Agreement which stipulates minimum crews, the Corporation undertakes to use these **minimum** crews.

ARTICLE 12

TOOLS

- 12.1 It is agreed that each man supplied by the **Union** will be responsible for supplying the normal tools required to perform the work for which he is employed, and that he will report for work with these tools in his possession and in good condition.

ARTICLE 13

NEWS, PUBLICITY AND PROMOTION ITEMS

- 13.1 Photographs, films, live pick-ups videotapes and audiotapes intended for the promotion of public interest in a production may be made without restriction and without additional payment, if the Business Agent or the Union received twenty-four **(24)** hours advance notice as well as the intended use of the item.

"GRIEVANCE PROCEDURE"

ARTICLE 14 PURPOSE

- 14.1 It is mutually agreed that it is the spirit and intent of this Agreement to adjust, **as quickly as** possible, grievances arising from the application of this Agreement.

ARTICLE 15

PERSONAL SUBMISSION OF GRIEVANCE

- 15.1 The parties recognize that the "Industrial Relations and Disputes Investigation Act" provides that any individual working under the terms of this Agreement may present his personal grievance to the Corporation. **Any** such grievance may be subject to consideration and adjustment as provided in the following articles of Grievance Procedure.

ARTICLE 16

FIRST STEP

- 16.1 When a grievance arises either the individual(s) and/or the Union Steward shall submit it in writing within ten (10) days of the date the difference arose. This grievance shall be taken up by the individual(s) and/or his Union Steward with the person or persons designated by the Corporation to handle grievances **at** the first step. If a settlement is not reached within forty-eight (**48**) hours, **the** grievance may be referred to the second step of the Grievance Procedure by either party,

ARTICLE 17

SECOND STEP

- 17.1 In the event that a grievance is not recorded as settled at the first step, it is referred to the second step. The **Union** Grievance Committee shall meet with the persons delegated by the Corporation to handle the grievances at the second step of the Grievance Procedure. Should no **settlement** be reached within ten (10) days, either party may, upon serving written notice to the other, refer the grievance to final and binding arbitration.

ARTICLE 18

ARBITRATION

- 18.1 Within ten (10) days of requesting arbitration, the party making the request shall submit to the other, the name of the arbitrator who will be its representative on the Board, and within ten (10) additional days, the other party shall, by written notice to the requesting party, give the names of its representative on the Board.

The arbitrators named in accordance with the preceding paragraph shall jointly select within ten (10) further days, an impartial third arbitrator who shall be the Chairman of the Arbitration Board. If the first two arbitrators are unable to select a third arbitrator within these ten (10) days, the parties to this Agreement shall request the Minister of Labour to appoint the Chairman of the Board.

The arbitration Board shall hold a meeting at a time and place to be determined by the Chairman of the Board, so that the parties may have **an** opportunity to present evidence and make necessary representations.

In arriving at a decision, the Arbitration Board shall be limited to the consideration of the dispute or question outlined in the grievance and shall render a decision according **to** the term and provisions of this Agreement.

The Board shall not have the power to alter or change any of the provisions of this Agreement, or substitute any new provisions for any existing provisions, or to award costs or damages against either party. The Arbitration Board shall give written reasons for its decision, which shall be final and binding on all parties.

ARTICLE 19

ARBITRATION COSTS

- 19.1 The Corporation and the Union shall defray the expenses of their respective appointees to the arbitration board and the expenses of the Chairman shall be borne equally by the Corporation and the Union, except that neither party shall be obliged to pay any part of the cost of a stenographic transcript without express consent.

ARTICLE 20

NO STRIKE CLAUSE

- 20.1 The Union will not cause, or permit its members to cause, nor will any member of the Union take part in it, any strike either sit-down or stay-in, or any kind of strike or picketing, or any other kind of interference, or any other stoppage, total or partial of any of the Corporation's operations during the term of this Agreement. The Corporation will not cause, engage in, or permit a lock-out at any of its locations.

ARTICLE 21

CONCLUSIVE AGREEMENT

- 21.1 The parties hereto agree that this Agreement is conclusive, and that any matter not herein specifically dealt with shall not be subject of negotiations prior to the expiration of this Agreement unless mutually agreed.

ARTICLE 22



EFFECTIVE DATE AND DURATION

- 22.1 All provisions of this Agreement shall come into force on January 1, 1991 and remain in force from year to year thereafter until such time as either party gives notice of renegotiation as stated in Article 23.

ARTICLE 23

NOTICE OF RE-NEGOTIATION

- 23.1 In the event that prior to the expiration of this Agreement either party desires to negotiate a new Agreement, notice in writing by registered mail shall be given to the other party not less than thirty (30) days and not more than ninety (90) days prior to the expiry date of this Agreement.

If such notice is given by either party and no new Agreement is reached, all the provisions of this Agreement shall continue to be observed by both parties until seven (7) days after advice has been received from the Minister of Labour as set forth in Section 180, sub-section 1 (d) of the Canada Labour Code Part V.

ARTICLE 24

RE-NEGOTIATION PROCEDURE

- 24.1 Upon receipt of notice from either party of a desire to negotiate a new Agreement, as provided in Article 23 above, a meeting shall be held between the parties within twenty (20) days for the purpose of negotiations, and further meetings shall be held as frequently as possible until a settlement is reached, or until either party makes application for conciliation.

ARTICLE 25

AUTOMATIC RENEWAL

- 25.1 If neither party gives **notice** of termination, nor of a desire to negotiate **a new** Agreement, this Agreement shall be automatically renewed for a further period of one (1) year, and from year to year thereafter.

ARTICLE 26

CONCLUSION

- 26.1 The parties to this Agreement declare that it contains responsibilities and obligations for each such party, and that in signing the Agreement it binds the parties, during the Agreement term, to do everything they are required **to** do by the Agreement, and to refrain **from** doing anything they **are** not permitted to do by the Agreement. The parties further understand and declare that in case any provisions of this Agreement are now or hereafter inconsistent with any statute of Canada, or any Order-in-Council or regulations passed thereunder, such provisions shall be to that extent null and void, or shall be applied in such manner **as** will conform with the law.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this day of

CANADIAN BROADCASTING CORPORATION

Lise Dugal
Manager, Human Resources
National Capital Region

Douglas Ward
Director of Programming
English Radio, CBO/CBO-FM

Jean Richer
Director, Corporate Industrial
and Talent Relations Service

**THE INTERNATIONAL ALLIANCE OF THEATRICAL
STAGE EMPLOYEES AND MOVING PICTURE MACHINE
OPERATORS OF THE UNITED STATES AND CANADA,
LOCAL 471 (NAC)**

**Claude Desvoyaux
President**

**Eldon Larrabee
Vice-president**

LETTER OF AGREEMENT

NON-PROMOTIONAL PRODUCTIONS ON NAC PROPERTY

The parties have agreed that from time to time the Canadian Broadcasting Corporation may wish to produce non-promotional **program** material **on NAC property**:

- a) where such material is to be produced in an area of NAC normally considered "public" (i.e., accessible at no cost to the public during operating hours) such as lawns, terraces, restaurants, **etc.**, and where no services and/or facilities normally provided by the NAC are required, such production may take place without restriction or payment, provided the Union Business Agent is notified a **minimum** of twenty-four **(24)** hours in advance of such production and provided the Business Agent is informed of the intended use of such production;
- b) where such material is to be produced in "non-public" areas (i.e., theatre, studio, opera), or in "public" areas where services and facilities are required, normal restrictions and payments will apply. In such cases, as well, the Union Business Agent will **be** notified **a minimum** of twenty-four **(24)** hours in advance and will be informed of the intended use of such production.

CANADIAN BROADCASTING CORPORATION
471)

I.A.T.S.E. (LOCAL

Pauline Sincennes

Robert Allan

Robert DesRosiers

Richard Worsfold