

SOURCE	Comp.		
EFF.	88	12	13
TERM.	92	12	31
No. OF EMPLOYEES	20		
NOMBRE D'EMPLOYÉS	df		

**COLLECTIVE AGREEMENT**

BETWEEN

**THE NATIONAL ARTS CENTRE CORPORATION**

AND

**THE INTERNATIONAL ALLIANCE OF  
STAGE EMPLOYEES AND MOVING PICTURE  
MACHINE OPERATORS OF THE UNITED STATES  
AND CANADA  
LOCAL 890**

0632904

THIS COLLECTIVE AGREEMENT made in duplicate in the City of Ottawa, Municipality of Ottawa/Carleton, Province of Ontario, this thirteenth day of December 1988.

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

- and -

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA, Theatrical Wardrobe Attendants' Local 890, Ottawa, Ontario, Canada. (Hereinafter called the "Union")

#### Article 1 - Purpose

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

#### Article 2 - Scope

- 2.01 This Agreement shall apply to all persons supplied by the Union to work as wardrobe attendants and wardrobe mistresses in the wardrobe department of the opera, Theatre and Studio and to perform work related to theatrical presentations as defined in Clause 14.11 in Rehearsal Halls A and B, Salon, Foyer Plaza, the Terraces, the Hall entrances, the Cafe and the Cafe Terrasse of the National Arts Centre in Ottawa.

#### Article 3 - Recognition

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

#### Article 4 - Union Security

- 4.01 Except as hereinafter provided, the Centre shall employ no one but personnel in good standing in the Union within those areas and jurisdictions covered by this Agreement. All personnel so employed shall remain in good standing as a condition of employment.
- 4.02 The Union agrees to supply competent workers to perform such work as required in the areas defined in Article 2, Scope, in the centre, and will cooperate to the fullest extent with the Centre in furnishing the required number of workers at all times. If the Union is unable to supply sufficient competent workers as required by the Centre from time to time, the Centre may secure from any source such number of workers as may be required.

- 4.03 The union further agrees to supply the same crew of workers for the preparation, rehearsals and performance of a production and that substitutes will only be made in case of illness or injury.
- 4.04 Overtime shall be worked when required by the Centre subject to the terms and conditions of this Agreement.
- 4.05 The Union agrees that when the Centre hires a Department Head the Centre shall have the sole right to select the Head provided that the member is and remains in good standing with the Union.

When a Department Head is required the Centre shall post the need and a mutually agreed upon a union representative shall participate as a member of the Selection Committee.

- 4.06 The Centre agrees that costumes being entirely produced in the Wardrobe Department of the Centre by Members of the Wardrobe Attendants' Union shall bear the IATSE crest.
- 4.07 Except when otherwise agreed,
- a) Wardrobe member(s) shall be called in to work on all performances, including costume maintenance distribution, and storage, except for the following attractions: concerts; recitals; chamber group events; film presentations; conferences; lectures; meetings; convocations; and catering functions such as banquets and receptions unless clauses 4.07 (b), (c), (d), (e), (f) or (g) apply.
  - b) Wardrobe member(s) shall be called in for the performance when there is a change of costume during a performance.
  - c) Wardrobe member(s) shall be called in for the performance where a costume is worn to portray a character other than the performer.
  - d) Where a performer is accompanied by his or her own dresser or person acting as a dresser, a wardrobe member shall be called in to assist each dresser.
  - e) Wardrobe member(s) shall be called in to work whenever costumes, as referred to in Clauses 4.07(b), 4.07(c) and 4.07(g), are distributed or stored.
  - f) When costume maintenance is required for a performance, a member shall be called for that performance.
  - g) Wardrobe member(s) shall be called in to work when costume maintenance is involved.
  - h) When any emergency maintenance or repair(s) are required during a concert, recital or chamber music event the Centre shall require that such maintenance or repair(s) be effected by a Wardrobe member already on call. This worker shall receive an additional one (1) hours' pay at the applicable hourly rate.

- 4.08 The first person called to work under this Agreement shall be considered to be and shall be paid the Wardrobe Mistress (Master) hourly rate.
- 4.09 a) Since it is the intention of the parties hereto to comply with Clause 4.02 at all times, the Centre agrees to inform the Union's Business Agent by means of an official Production Division Operations Schedule, no less than sixteen (16) hours prior to the beginning of the first call of the day, as to the timing and required amount of workers for that day. For the purpose of this Clause, the first call of the day shall be deemed to commence at 08:00 hours.
- b) Cancellation - The Centre may cancel a work call, performance call or dress rehearsal by notifying the Business Agent no less than ten (10) hours prior to the beginning of the call. Should the cancellation be given less than ten (10) hours in advance, the Centre shall pay the members entitled to that call, an amount equal to four (4) hours at the applicable rate. If the cancellation is caused by Acts of God, performer illness, power failures and other like unforeseeable emergencies and the member is notified prior to reporting for work, no payment shall be required.
- 4.10 Stand-by - Where the Centre has specifically requested that a member be on stand-by and available to report to work on a specific day, such person shall be remunerated for that day as per Clause 9.07.
- 4.11 The Centre shall provide the Union a space to be assigned as a Union Office.

#### Article 5 - Management's Rights

- 5.01 The Union recognizes that the management of the National Arts Centre, the control of its properties and the maintenance of order on its premises, are solely the responsibility of the Centre.
- 5.02 It is recognized that the Centre has the following rights: the selection, direction and determination of the size of its work force other than when Clause 13.01 applies, including the right to hire, to dismiss or discipline for proper cause, to determine the timing, requirements and methods of work; to determine job qualifications; to make such rules and regulations as may be deemed necessary for the conduct and management of the National Arts Centre.
- 5.03 The rights referred to in Clauses 5.01 and 5.02 above shall be exercised subject to the terms of this Agreement.

#### Article 6 - Joint Consultation

- 6.01 a) To facilitate discussions on matters of mutual interest, the parties to this Agreement shall establish a Joint Consultation Committee. Representation at such meetings will be limited to four (4) representatives of the Corporation and four (4) representatives of the employees. Meetings will be held at the request of either party.

- b) Meetings of these Committees will be held on the Employer's premises.
- c) Consultation may take place for the purpose of providing information, discussing the application of policy or airing problems to promote understanding, but it is expressly understood that no commitment may be made by either party on any subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.

**Article 7 - Grievance Procedure**

- 7.01 Grievances shall be adjusted and finally settled without stoppage of work by the following steps:
- 7.02 **Step 1** - All differences concerning the interpretation, application or alleged violation of this Agreement shall be reported, in writing and signed by the employee or Union member concerned, to the Production Manager within fifteen (15) days following the date the circumstances giving rise to the grievance became known or should reasonably have become known. The Production Manager shall give a reply in writing to the employee in the fifteen (15) days that follow the presentation of the grievance.
- 7.03 **Step 2** - If the reply of the Production Manager is judged unsatisfactory, the grievance may be referred in writing to the Director of Operations in the seven (7) days that follow by the employee or his Union representative. The Director of Operations shall, if he deems it necessary, arrange a meeting between himself, the employee, the Union representative and another person if he deems it appropriate, and shall reply within fourteen (14) days. An allegedly aggrieved employee may attend any such meeting on the request of either party.
- 7.04 **Step 3** - If the reply of the Director of Operations is judged unsatisfactory, the grievance may be referred in writing, within the seven (7) days that follow, to the Director General or his representative. The Director General or his representative shall reply within seven (7) days in writing and, if deemed necessary, a meeting may be called with the Union representative, the employee and another person who the Director General or his representative may deem appropriate, at a time mutually agreed upon.
- 7.05 Any grievance involving the interpretation, application or alleged violation of this Agreement may be referred to arbitration by either party providing Steps 1, 2 and 3 have been followed through to conclusion but no later than fifteen (15) days, unless otherwise mutually agreed upon, after receipt by the Union of the decision of the Director General or his representative.
- 7.06 The party desiring to submit to arbitration shall deliver to the other party a notice in writing of its intention to arbitrate. This notice shall state the matter at issue in concise terms and shall state precisely in what respect the Agreement has been violated or misinterpreted, by reference to the

specific clause or clauses relied upon. The notice shall also stipulate the nature of the relief or remedy sought.

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

#### Article 8 - Strikes and Lockouts

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

#### Article 9 - Hours of Work

- 9.01 Work Week - The work week shall consist of forty (40) hours between the hours of 08:00 on Monday and 24:00 on Saturday.
- 9.02 Work Day - The work day shall consist of eight (8) hours.
- 9.03 Sunday is deemed to begin at 24:00 on Saturday and to end at 08:00 on the following Monday.
- 9.04(a) Performance - For the purpose of pay computation according to this Agreement, a Performance call shall in all instances, except as provided in Clause 9.05, be paid as four (4) hours at the applicable hourly rate.

A Performance call shall consist of a performance period of three and one-half (3 1/2) hours which shall begin one-half (1/2) hour before the scheduled commencement of the performance as recorded on the Production Division Daily Call Sheet and end at the

final curtain, as well as a fifteen (15) minute costume storage period commencing at the final curtain.

(b) Any member working a performance period lasting longer than three and one-half (3 1/2) hours but no more than four (4) hours shall be paid an additional one-half (1/2) hour pay at the applicable hourly rate;

(c) **Youth Short Performance** - For the purpose of pay computation according to this Agreement, a Youth Short performance call shall in all instances, except as provided in Clause 9.05, be paid as three (3) hours at the applicable hourly rate. A Performance shall be a Youth Short Performance if 1) the presentation is for audiences of High School age or younger, and 2) the majority of tickets for the run are sold to the general public and 3) the performance period is no longer than two (2) hours in duration beginning one half (1/2) hour before the scheduled commencement of the performance as recorded on the Production Division Daily Call Sheet and ending at the final curtain, as well as a fifteen (15) minute costume storage period commencing at the final curtain.

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

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

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

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

**9.06 Dress Rehearsal** - A dress rehearsal shall be so considered if all elements necessary to a performance are present and used, including but not limited to costumes, make-up, sets, lights, properties, sound, artists and orchestra and if the rehearsal is conducted as a performance. A dress rehearsal shall be considered to be a performance for the computation of time and pay.

**9.07** Minimum pay for all calls shall be four (4) hours at the applicable rate, except as provided in Clause 9.05.

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

Article 10 - Designated Holidays

- 10.01 The following days shall be considered as holidays:

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

\*Double time days (see clause 11.03)

- 10.02 Where New Year's Day, Canada Day or Christmas Day falls on a Sunday, the next day is, in lieu thereof, a holiday.
- 10.03 A holiday shall be deemed to begin at midnight on the preceding day and end thirty-two (32) hours later.
- 10.04 a) Workers who have worked at least ten (10) days during the thirty (30) calendar days immediately preceding one of the holidays listed in Clause 10.01 will be paid holiday pay for such holiday equal to their average daily pay for days worked during the said thirty (30) day period.
- b) Workers have worked less than ten (10) days during the thirty (30) calendar days immediately preceding one of the holidays named in Clause 9.01, shall be entitled to be paid holiday pay equal to 1/20th of the wages they have earned during the said thirty day period.

Article 11 - Straight Time and Overtime

- 11.01 All work performed by workers within the Centre between the hours of 08:00 and 24:00 Monday through Saturday and not exceeding eight (8) hours a day or forty (40) hours per week, excluding meal breaks, shall be paid at straight time.
- 1.02 All work performed by workers within the Centre, in excess of eight (8) hours in a day or forty (40) hours in a week, and all work performed between the hours of 00:01 and 08:00 Tuesday through Saturday shall be paid at the rate of time and one-half.



- 11.03 All work, including performances and dress rehearsals and pack-outs, performed on Sundays and on Christmas Day, Good Friday, Canada Day, New Year's Day and Labour Day as herein defined shall be paid for at double the applicable rate. Work on other holidays shall be paid at time and one-half.
- 11.04 If the hours paid to a worker in a week including performance credits, exceeds forty (40) hours, then any such excess hours for which an overtime payment has not been received shall be paid for at time and one-half.
- 11.05 In no case shall overtime accrue on overtime.
- 11.06 All calls to work starting prior to 08:00 will be paid for at the applicable rate and this overtime rate shall continue to be paid until a break is given according to Article U.

**Article 12 - Rest Hours**

- 12.01 a) After four (4) consecutive hours of work, workers will be entitled to one hour's unpaid rest or to half an hour paid rest to be mutually agreed by the Centre and the Union, unless the Centre has notified the Business Agent through the Union's answering service or by delivering a written notice to the stagedoor mailbox of the Business Agent at least twenty (20) hours prior to the call that the rest period shall occur after five (5) consecutive hours of work.
- b) There shall be only one five (5) hour call in a day which for any work other than NAC mounted productions and co-productions, dance department productions and any variety department productions which have been mutually agreed upon, will be restricted to the first call of the day.
- c) It is further agreed that no enforced meal break shall occur before the completion of the first four (4) hours of work in a day except for a work call preceding a school matinee performance and paid as per Clause 9.04 (a).
- 12.02 Where, in emergencies, the Centre finds it to be impossible to schedule a rest period, workers will be paid in lieu thereof an additional amount equal to one hour's pay at the rate applicable at the beginning of the fifth hour of the call, or the sixth hour if a five (5) hour call has been scheduled as per Clause 12.01 and this additional amount shall continue to be paid until a meal break is given.
- 12.03 When the break between the end of one performance or between work and the show call of the next performance is less than one (1) hour, food and beverage shall be supplied to the workers required for both work periods. This food and beverage, not to exceed \$8.15 for 1988 and \$8.50 effective 1 January 1989. This amount will be increased for 1990, 1991 and 1992 as per the COLA provision contained in Clause 14.01.

Article 13 - Special Conditions

- 13.01 Reduction of Crew and Yellow Card - The Centre agrees to honour the minimum crew specified by the yellow card where such is applicable and further agrees not to reduce the number of workers working the performances of a production unless such show has been modified.
- 13.02 Union Access to the Premises - The Business Manager of the Union or his representative shall be admitted at all times into the areas covered by this Agreement to supervise conditions coming under the jurisdiction of the Union. At no time shall meetings be held with members during working hours.

Article 14 - Rates of Pay

- 14.01 The parties hereto agree that Wardrobe personnel shall be paid for services performed at rates not less than the amounts set out in the following schedule and that payments shall be made available every Thursday for the period that ended on the preceding Sunday night.

<u>Rates of Pay</u>	<u>Date of Signing</u>	<u>01/01/82</u>
Wardrobe Mistress (Master)	\$13.15	\$13.68
Wardrobe Attendant	11.93	12.41
Apprentice Member	9.50	9.88
Permit Worker	8.79	9.14

Cost of Living Adjustments - The rates of pay contained in this Clause will be increased by a minimum of 4.0 percent annually effective 1 January 1990, 1991 and 1992. Annual cost of living adjustments will be made based on the Consumer Price Index as published by Statistics Canada for the Ottawa area for the previous year (October to October).

- 14.02 The definition of performances shall apply to all stage productions and concerts. Lectures, meetings, motion picture, public videotape and slide presentations and other events shall be paid for at the hourly rate.
- 14.03 An amount of \$17.84 for 1988 and \$18.55 for 1989 shall be paid to the Wardrobe Mistress and Wardrobe Attendants for packing out during and after a show up to one hour after the end of a performance. This amount will be increased for 1990, 1991 and 1992 as per the COLA provision contained in Clause 14.01. For the purposes of Clause 11.03, a pack-out shall only be paid at double-time rate if the performance to which it is related is paid at double-time rate. All work performed after this one hour period shall be paid for at the applicable hourly rate. If maintenance (not including drying) is required to prepare costumes for pack out, an additional hours' pay at the appropriate hourly rate shall be paid. The minimum four (4) hour call shall apply to others called in to pack out.
- 14.04 Work Before the Public in Costume - When the Centre requires a worker to perform work which falls under the jurisdiction of the Union in a costume related

to the production, that member will be paid an additional sum of \$6.86 for 1988 and \$7.13 for 1989. This amount shall be increased for 1990, 1991 and 1992 as per the COLA provision contained in Clause 14.01.

- 14.05 a) Television and Film - It is agreed that when areas of the Centre as defined in Article 2 are used for television, videotape or motion picture making, all work within the jurisdiction and/or competence of the Union, by virtue of the present Agreement, shall be handled by workers who shall be paid by the television or motion picture companies at the rates and under the terms and conditions established by the Union for such work. The Centre undertakes to make payments due to wardrobe workers provided that the Union has provided to the Centre a statement of the rates, terms and conditions established by the Union and agreed to by the television or motion picture company, said statement to be signed by the latter and presented to the Centre prior to the performance.
- b) When a show that is produced or co-produced by the Centre is telecast, recorded for future telecast or filmed, those members who are employed for performances of that show will be paid an additional amount equal to the amount paid for the performance call on the final day of the televising, video or audio taping, or filming.
- 14.06 Photo-Calls - It is agreed that photo-calls, i.e., calls made specifically for the purpose of photographing a production, shall be paid for at the prevailing hourly rate with a minimum call of four (4) hours for the performance crew.
- 14.07 Publicity Photos and News Film - The Union specifically agrees that press and publicity photographs and news films intended for the promotion of the public interest in the Centre, may be made without restrictions and without additional payment. Such photographs and films may also be produced in the hours preceding or following a performance and the provisions of Clause 9.08 shall apply.
- 14.08 Rentals - When the Centre rents, leases or loans its premises to third parties it undertakes to collect wages due to wardrobe workers from lessees provided that the Union has provided the Centre with a signed quotation of such wages at least six (6) hours prior to the last performance.
- 14.09 Vacation Pay - The Centre agrees to pay each member of the Union vacation pay equal to eight percent (8%) of that member's wages, except that any member who has completed ten (10) years of active service\* at the Centre as of June first of any year shall be eligible for ten percent (10%) vacation pay from that time onwards.

\*A year of active service shall be credited to each member who worked as a Wardrobe employee of the Centre during any year from 1969 to 1973 inclusive; from 1974 onwards, a year of active

service shall be a calendar year during which the member was paid more than 500 hours under the terms of this Agreement.

For the purposes of this Article the following are taken as starting dates of employment at the Centre:

Noella McGuire, Ann Pyefinch - June 1, 1969  
Blanche Coderre, Anne Raina, Frieda Roesler -  
October 1, 1970  
Suzanne Grondin - January 1, 1971  
Germaine Duval, Marie Blais - June 25, 1972.

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

The centre agrees to pay each Permit Worker vacation pay equal to four percent (4%) of the worker's wages for the calendar year (December, March, June, September).

Payments of vacation pay will be made to workers during the first week of each quarter of the Centre's fiscal year.

- 14.10 **Workmen's Compensation** - The Centre agrees to cover all workers supplied by the Union for work at the Centre under the coverage of the Workmen's Compensation Act or some similar insurance coverage with benefits at least equal to those provided by the said Act.
- 14.11 **Other Areas** - In other areas as defined in Article 2 - scope, with the exception of the three theatres, it is agreed that Union Wardrobe workers shall be used to perform work when labour is required to handle theatrical materials relating directly to theatrical performances and fashion shows exclusive of banquets, receptions, meetings or exhibitions. Workers mentioned above will also be used for moving such materials which belong to any of the three performance areas to and from any of the areas mentioned in Article 2 - Scope. Workers who are already on call somewhere in the Centre and working for the Centre may perform such work within the already existing call to work.
- 14.12 When the Centre sends out a professional company with a production mounted for the Opera, Theatre, Studio and which will perform before a ticket buying public the Union shall be responsible to provide a Wardrobe Mistress (Master) of the centre's choice.
- The centre shall make every reasonable effort to post all touring positions for a period of 30 days. A copy of such postings shall be sent to the Business Agent and another posted on the I.A.T.S.E. 890 bulletin board.
- 14.13 **Bereavement Leave** - A member shall be granted paid leave in the event of a death in the immediate family where a member is already working on a production spanning at least two weeks and must be replaced for three (3) consecutive days including the day of the funeral. Payment is limited to the

normal scheduled show-call or work call for the three (3) days to a maximum of eight (8) hours at straight time per day. Time paid shall not count as time worked for purposes of later computation of overtime. Members of the immediate family shall be defined as Mother, Father, Spouse, Child, Brother and Sister.

- 14.14 Employee Documentation - It shall be the responsibility of the Union to assure that any personnel supplied by the Union are properly and adequately documented for payroll purposes. Such documentation shall consist of the worker completing a TD-1 form and/or such other information as may be required by the Centre.
- 14.15 Apprentice Program - The application of the Apprentice Pay rate shall be restricted to those persons meeting the criteria of the International, and the Union shall be responsible to uphold those criteria and to keep Management informed of the names of the participants at all times.

#### Article 15 - General

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

- 15.07 Where Wardrobe members are assigned to a NAC mounted production or co-production they may, at the option of the Centre, be required to attend at least one non-costumed rehearsal with pay.

**Article 16 - Parking**

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

**Article 17 - Welfare Fund**

- 17.01 The Centre agrees that it shall contribute a sum equal to one and one-half percent (1.53) of the total gross wages paid to all members of the Union on a monthly basis by cheque payable to the Union. This welfare fund shall be administered exclusively by the Union for the establishment of benefits supplementary to those already existing to members of the Union under federal or provincial legislation, the contract between the Centre and the Union, or under any other existing social welfare schemes.

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




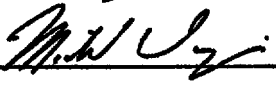
**Article 18 - Duration**



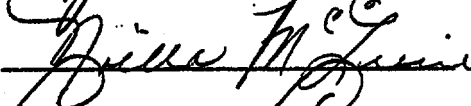

- 18.01 The parties hereto agree that this Agreement shall ~~be effective from the 13 December 1988 until 31 December 1992 and thereafter from year to year unless written notice of intention to negotiate is given by either party to the other party not less than sixty (60) days prior to the termination date and that the conditions of this Agreement remain in effect until a new collective Agreement is signed.~~
- 18.02 This collective Agreement, except for its term, may be amended by mutual consent of both parties in writing.

IN WITNESS WHEREOF the duly authorized officers and representatives of both parties have hereunto affixed their signatures this thirteenth day of December 1988.

NATIONAL ARTS CENTRE CORPORATION

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA. WARDROBE ATTENDANTS LOCAL 890.

  
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Footnote: The use of either gender covers the other.

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

This table of contents does not form part of the Collective Agreement; it is intended for information and ease of use only.

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4.04	Overtime	2
4.05	Selection of a Department Head	2
4.06	Use of I.A.T.S.E. Crest	2
4.07	Calls to Work	3
4.08	First Person Called to Work	3
4.09	Cancellation	3
4.10	Stand-By	3
4.11	Office for Business Agent	3
5	Management Rights	3
6	Joint Consultation	3
7	Grievance Procedure	4
7.05	Arbitration procedure	4
8	Strikes and Lockouts	5
8.01	Work Week	5
8.02	Work Day	5
8.03	Definition of Sunday	5
8.04	Performances	5
8.05	Youth Programs	6
8.06	Dress Rehearsal	6
8.07	Minimum Pay	6
8.08	Continuity of Service	7
8.09	Computation of Time	7
8.10	Subsequent calls	7
9	Designated Holidays	7
10	Straight Time and Overtime	7
11	Rest Hours	8
12	Reduction of Crew and Yellow Card	9
13.01	Union Access to the Premises	9
13.02	Rates of Pay	9
4.01	Payment of Lectures, Meetings, Etc.	9
4.02	Pack Out Conditions	9
4.03	Work Before the Public in Costume	9
4.04	Television and Film	10
4.05	Photo-Calls	10
4.06	Publicity Photos and News Film	10
4.07	Rentals	10
4.08	Vacation Pay	10
4.09	Workmen's Compensation	11
4.10	Other Areas	11
4.11	Touring	11
4.12	Bereavement Leave	11
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4.14	Employee Documentation	12
4.15	Apprenticeship Program	12
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5.02	Discipline and Time Sheets	12
5.03	Notices of Union meetings	12
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5.05	Wardrobe Mistress Assigned During a Show	12
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5.07	Wardrobe Members Assigned to NAC Productions	13
6	Parking	13
7	Welfare Fund	13
8	Duration	13

LETTER OF AGREEMENT

BETWEEN

THE NATIONAL ARTS CENTRE CORPORATION

AND

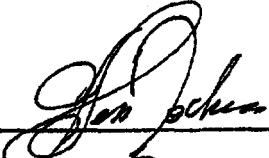


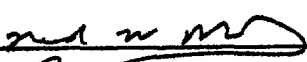
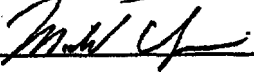
I.A.T.S.E. LOCAL 890

RE: CLAUSE 14.01 - PAY METHOD

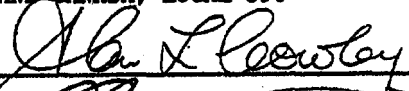

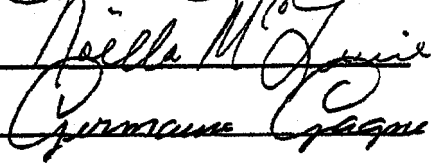

should the National Arts Centre corporation elect to modify its method of payment from a cheque to a direct bank deposit system it agrees to consult with the Local prior to its implementation.

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

NATIONAL ARTS CENTRE  
CORPORATION

  
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THE INTERNATIONAL ALLIANCE  
OF THEATRICAL STAGE EMPLOYEES  
AND MOVING PICTURE MACHINE  
OPERATORS OF THE UNITED STATES  
AND CANADA, LOCAL 890




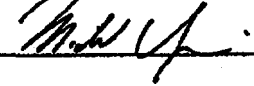
  
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**LETTER OF AGREEMENT  
BETWEEN  
THE NATIONAL ARTS CENTRE CORPORATION  
AND  
I.A.T.S.E. LOCAL 890**

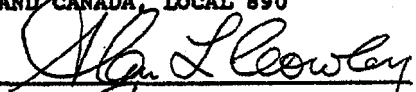
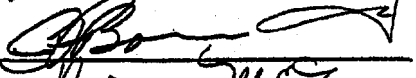
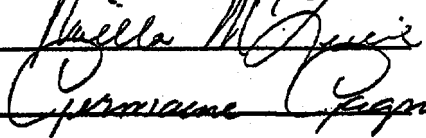
**RE: RETROACTIVITY**

The rates of pay in Clause 14.01 of this Agreement shall apply retroactively to 1 January 1988 to all employees and to all persons who have left the employ of the Corporation, provided that former employees make application for the retroactive increase. Retroactivity shall apply to all hours worked including overtime hours.

**NATIONAL ARTS CENTRE  
CORPORATION**

  
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**THE INTERNATIONAL ALLIANCE OF  
THEATRICAL STAGE EMPLOYEES AND  
MOVING PICTURE MACHINE  
OPERATORS OF THE UNITED STATES  
AND CANADA, LOCAL 890**

  
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**LETTER OF AGREEMENT**

**BETWEEN**

**THE NATIONAL ARTS CENTRE CORPORATION**

**AND**

**I.A.T.S.E. LOCAL 890**

**RE: EQUAL PAY FOR WORK OF EQUAL VALUE**

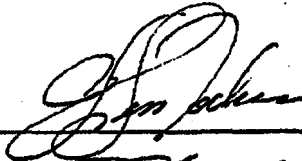
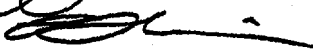



The parties have agreed that the National Arts Centre corporation will undertake a study to determine whether the members of the Wardrobe bargaining unit are being discriminated against in the matter of "equal pay for work of equal value" when compared to the male dominated groups at the Centre.

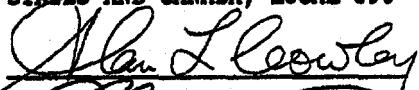

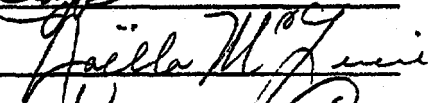
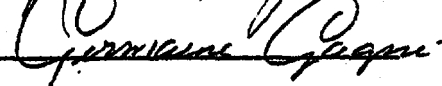
It was further agreed that the Hay System of Evaluation would be used as the resource of both developing and evaluating job descriptions and the AOS Classification Committee would be responsible for the actual evaluations.

The results of the study will, with respect to applicable Local 890 members, be implemented retroactively to 1 January 1987.

**NATIONAL ARTS CENTRE CORPORATION**

**THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA, LOCAL 890**

  
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LETTER OF AGREEMENT

BETWEEN

THE NATIONAL ARTS CENTRE CORPORATION

AND

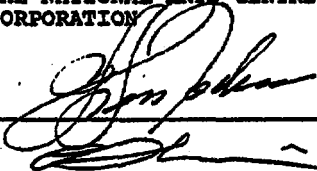

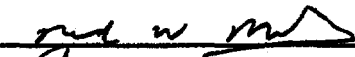

I.A.T.S.E. LOCAL 890

RE: THE OFFICIAL LANGUAGE OF THE COLLECTIVE AGREEMENT



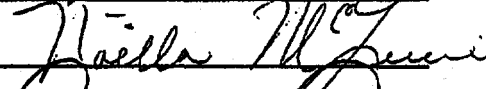
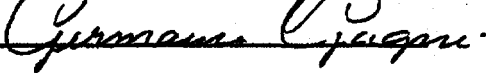
The parties have agreed that:

- 1) The English text of the Collective Agreement shall be the official version for its duration;
- 2) the French text shall initially be used for discussion purposes on a trial basis;
- 3) the French text may also become official if mutually agreed upon by the parties;

THE NATIONAL ARTS CENTRE CORPORATION

  
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THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES - LOCAL 890

  
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**LETTER OF AGREEMENT**  
**BETWEEN**  
**THE NATIONAL ARTS CENTRE CORPORATION**  
**AND**  
**I.A.T.S.E. LOCAL 890**

**RE: SCOPE - LE RESTAURANT**

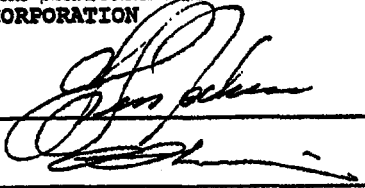
The Corporation hereby agrees that it will recognize the jurisdiction of I.A.T.S.E. 890 in the Restaurant area in the centre for performances of a theatrical nature.

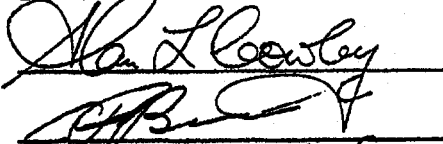
Performances of a theatrical nature are defined as being performances which by their nature could have as in the past been presented on one of the performance stages.


Additionally, it is the intent of both parties to continue with the recent past practice for I.A.T.S.E. 890 to on occasion on an as required basis perform other work in this area.

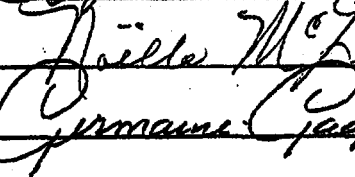
**THE NATIONAL ARTS CENTRE CORPORATION**

**THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES - LOCAL 890**

  
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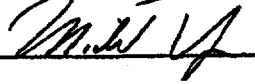
  
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**LETTER OF AGREEMENT**

**BETWEEN**

**THE NATIONAL ARTS CENTRE CORPORATION**

**AND**

**I.A.T.S.E. LOCAL 890**

**RE: RETIREMENT SAVINGS PLAN**

The Director General of the National Arts Centre, on behalf of the Company responsible for "electronic touring" (hereinafter referred to as the E.T. Company) and the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, Theatrical Wardrobe Attendants' Local 890, have agreed to the following provisions relating to the Retirement Savings Plan:

Effective 1 January 1989:

- 1) The E.T. Company will contribute an amount equal to five percent (5%) of the gross wages earned by those members who have elected to participate in the retirement savings plan.

"Gross wages" shall be defined as wages earned while in the employ of the Centre within the scope of the NAC - IATSE Local 890 Collective Agreement.

- 2) The Union agrees that the following provisions shall apply:

When the E.T. Company broadcasts, telecasts, records, tapes or films a production which is currently running at the Centre, no additional amount to the performance rate shall be paid to those members who are employed by the Centre on the performance crew for that production. Those members directly employed to handle additional equipment which is within the jurisdiction and competence of the Union, and is required for the broadcasting, telecasting, recording, taping or filming of a production will be paid at the rates and under the terms and conditions of the NAC - IATSE Local 890 collective Agreement.

When the Centre produces radio programming, television programming or film in cooperation with the E.T. Company, all regular and additional equipment which is within the jurisdiction of the Union shall be handled by members of the Union. In the case of a production currently running at the Centre, no additional amount to the performance rate shall be paid to members on the performance crew of that production. Members directly employed for the broadcasting recording, taping or filming of a production shall be paid at the rates and under the terms and conditions of the NAC - IATSE Local 890 collective Agreement.

- 3) This agreement shall be in effect for a five (5) year period commencing 1 January 1989.

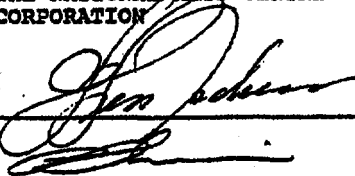
The Director **General**, Mr. **Yvon DesRochers**, further agrees that the National Arts centre shall assume the financial obligations of the **E.T. Company**, towards the **Retirement Savings Plan** in the event that the **E.T. company** cannot meet its financial obligations and remittances for the pension plan as per Clause 14.18 b) of the Collective Agreement.

It is agreed that the rights of the Union under this Letter of Agreement, whether as against the Centre or the E.T. Company or both, shall be enforceable by means of the grievance procedure, and failing settlement, by arbitration, against the Centre alone, in accordance with the provisions of the grievance procedure in force at the time that the breach or dispute arises. The obligations of the Centre and the rights of the Union under this Letter of Agreement shall continue unchanged in the event that any other Corporation or enterprise is substituted in place of the E.T. company during the currency of this Letter of Agreement.

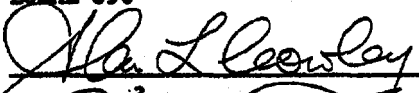
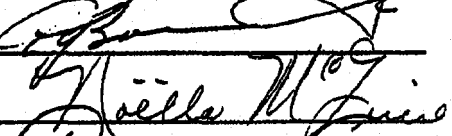
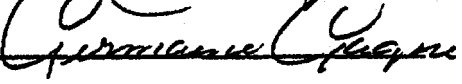
SIGNED this 13th day of December 1988.

  
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**YVON DESROCHERS**  
"E.T. COMPANY"

THE NATIONAL ARTS CENTRE  
CORPORATION

  
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THE INTERNATIONAL ALLIANCE OF  
THEATRICAL STAGE EMPLOYEES -  
LOCAL 890

  
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