

Between:

The National Ballet of Canada
(hereinafter referred to as the "Ballet")

-and-

**The International Alliance of Theatrical Stage Employees, Moving
Picture Technicians, Artists and Allied Crafts of The United
States, Its Territories And Canada, AFL-CIO, CLC
Local 822**
(hereinafter referred to as the "Union")

The general purpose of this Agreement between the National Ballet and the Union is to establish and maintain:

- Orderly collective bargaining relations;
- A procedure for the prompt and equitable handling of grievances;
- Satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement

In administering this Agreement, the parties shall act reasonably, fairly, and in good faith, and in a manner consistent with the Agreement as a whole.

July 1, 2017 to June 30, 2020

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Article One - Recognition

- 1.01 The Employer hereby recognizes the Union as the exclusive bargaining agent for all theatrical wardrobe employees, makeup artists and hair stylists in its employ in the City of Toronto save and except Wardrobe Supervisor and persons above the rank of Wardrobe Supervisor.

Clarity Note: The Union and the Employer agree that, for greater clarity, the bargaining unit does not include employees employed as Cutters, Seamstresses, Dyers, Milliners or, otherwise, in the Employer's Costume Construction Workshop and those employees who, while the Employer is not "in performance" (performance seasons), are engaged in work incidental to work performed in the Employer's Costume Construction Workshop.

Article Two- Union Security

- 2.01 The Ballet agrees to only employ members in good standing of the Union, within the area and jurisdictions covered by this agreement, as a continuous condition of employment. For the purposes of this Agreement good standing shall mean all regularly prescribed dues, fees or assessments uniformly required by all members in the bargaining unit.
- 2.02 The Ballet agrees upon written request of the Union to deduct all Union Dues and or assessments on behalf of all employees under the jurisdiction of the Union. Such monies shall be deducted weekly, remitted monthly by cheque, no later than the fifteenth day (15th) of the following month, payable to the "Operating Account of Local 822, I.A.T.S.E.". The cheque shall be sent to the Trustee of these funds as designated by the Union, accompanied by a list of the employees for and on behalf of whom such deductions have been made. The Union agrees to hold the National Ballet harmless with respect to any Union authorized payroll deduction.
- 2.03 The Ballet shall not employ, contract and or sub-contract with any entity or use agents or employees of third party labour companies, promoters or independently contracted workers to perform bargaining unit work covered by this agreement.
- Exception: The Ballet may employ individual contractors to perform work, which it determines requires the competence of a particular contractor, and is outside the normal competence of the Union. The Ballet will consult with the Union prior to engaging any contractor.
- 2.04 No employee will be dismissed without just cause. The employer will provide a minimum of 48 hours' notice of any disciplinary meeting with an employee.
- 2.05 It is agreed that Supervisors will not perform the work of a wardrobe attendant, except in the following instances:
- (a) Instructing or developing and introducing new equipment, techniques or products.
 - (b) In cases of emergency to prevent the cancellation or delay of a live performance.

- (c) In areas where there are no existing contract obligations.
- 2.06 No employee will be required to provide rack assembly or to push crates to and from trucks.
- 2.07 The Ballet may engage the services of a Wig and / or Makeup Designer who is not a member of the bargaining unit. The Wig and / or Makeup Designer shall design a character's wig and makeup and shall be limited to hands on instruction. Makeup applied by the performer will not be subject to the provisions of this agreement.
- 2.08 When the Ballet engages union members under a Traveling Wardrobe, Makeup Artists' and Hair Dressers' Contract it will give first consideration to the members of Local 822. If no suitable applicant is found, the Ballet shall be entitled to hire within the IATSE in general. Notwithstanding any other provision of this Agreement, the National Ballet has the right to engage Wardrobe, Wig, Makeup and Hairstylist employees under the terms of the *Traveling Wardrobe, Makeup Artists' and Hair Dressers' Canadian Pink Contract*, as issued by the International Alliance of Theatrical Stage Employees General Office, in accordance with the Constitution, By-Laws, rules and regulations of I.A.T.S.E. and in accordance with any terms imposed by I.A.T.S.E.
as a condition of its issuing any such contract, and the Union agrees to comply with all the foregoing.
- 2.09 When the Ballet is traveling outside of the Walter Carsen Centre but within the jurisdiction of Local 822 it is understood that the Union will only supply the requested number of employees to complement existing staffing, with the exception of contractual obligations with other venues.
- 2.10 The Ballet shall allow the Business Agent or Representative of the Union reasonable access to the place of work. The Union agrees that such access shall not interfere with the Ballet or with the employee's ability to perform their duties. Except at the request of the management, Union business and meetings will not be conducted during working hours on the National Ballet's premises.
- 2.11 The parties hereto recognize that the Union is a member of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada and the Ballet will therefore not require the Union or its members to do any act or omit to do any act or accept any obligations which are inconsistent with the duties and obligations which are imposed on the Union or its members by the Constitution and By-Laws of the International or which would render the Union or its members in breach of any provision of the Constitution and By-Laws of the International provided that the foregoing shall in no event be construed or applied so as to contravene any applicable Provincial or Federal Law.

Article Three- Management Rights

- 3.01 Subject to only those specific limitations expressly contained in this Agreement, all rights and prerogatives of Management are retained by the Ballet and are exclusively within the powers of the Ballet and its Management. Without limiting the generality of the foregoing, the rights of the Ballet shall include, but shall not be limited to;

(a) The right to make and alter rules and regulations, policies and practices to be observed by the employees;

(b) The right to hire and direct the employees, to schedule the employees; to plan, direct and control its operations;

(c) The right to determine the extent of its operations and their commencement, expansion, curtailment or discontinuance; to determine the work to be done; to determine the methods and procedures to be used, to ensure security of the property of the Ballet, and generally to manage the undertaking and its business without interference;

Which rights are solely and exclusively the rights of the Ballet unless specifically limited by this agreement.

- 3.02 The Union agrees to supply competent personnel to perform such work as required by the Ballet in the areas defined in Article 1.01 and will co-operate to the fullest extent in furnishing the required number of workers at all times. For any call where a travelling wardrobe employee has not been assigned, the first person called to work shall be considered to be and paid the Wardrobe Head hourly rate.
- 3.03 The Union agrees to supply the same personnel for performances as for rehearsals and maintenance and that substitution shall only be made in cases of illness, injury.

Article Four – Grievance and Arbitration

- 4.01 It is the mutual desire of the parties hereto that legitimate complaints of employees are adjusted as quickly as possible, and any employee may have the assistance of the steward or union representative at any stage of the grievance procedure.
- 4.02 Any dispute or difference arising between the Ballet and an employee or official of the Union, shall first be referred in writing to the Production Director of the Ballet and the Representative of the Union for discussions and settlement within seven (7) working days of circumstances giving rise to the dispute, where the relevant parties ought to have become aware, specifying the article or articles, if any, of the Agreement of which a violation is alleged, contain a precise statement of the facts relied upon, indicate the relief sought and be signed by the employee and countersigned by the steward or union representative.
- 4.03 If the Ballet representative and the Union representative are unable to settle the dispute to their mutual satisfaction after having met to discuss the grievance within five (5) working days the grievance may be submitted to arbitration.
- 4.04 Time limits specified in the Grievance Procedure may be extended by mutual agreement in writing by the Ballet and the Union.
- 4.05 **Arbitration**

No grievance shall be submitted to arbitration unless it was first referred to the Ballet in accordance with Article 4.02.

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration. The parties shall endeavour to reach a mutual agreement as to a sole arbitrator to hear the grievance. If the parties fail to agree upon an Arbitrator within ten (10) days of the notification of the desire to submit the grievance to arbitration, an Arbitrator shall be appointed by the Minister in accordance with the *Labour Relations Act*.

- 4.06 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision, such decision shall be final and binding upon the parties and upon any employee affected by it.
- 4.07 Each party shall bear the expenses of its participants and witnesses and for the preparation and presentation of its own case. The fees and expenses of the Arbitrator and the hearing room and any other expenses incidental to the arbitration hearing shall be shared equally between the parties.
- 4.08 The Arbitrator shall have no power to subtract from, modify or omit any provisions of the Collective Agreement.
- 4.09 The employer agrees to using mediation as an alternative resolution provided both parties maintain the right to proceed to arbitration at any time throughout the process.

Article Five – Strike and Lockout

- 5.01 The Union shall not cause, engage in or permit its members to cause any strike against the Ballet during the term of this Agreement, nor shall the Ballet cause, engage in or permit a lockout.
- 5.02 The work "strike" and the word "lockout" as used in this Article shall have the same meaning given to those words in the *Ontario Labour Relations Act, R.S.O. 1995*.

Article Six – Hours of Work

- 6.01 Performances shall be deemed to be a working period of three and one half (3 ½) hours' time to be considered from one half (½) hour prior to the show until the final curtain. A grace period of five (5) minutes shall be allowed before extra time is charged. When a performance is completed prior to three and one quarter (3 ¼) hours then a period of fifteen (15) minutes of additional work can be required without any additional charge for the purpose of completing the normal end of show activities associated with the performance. All time worked over and above the said working period shall be paid for at the applicable rate as hereinafter set forth.
- 6.02 Minimum time for all calls other than performances shall be four (4) hours.

Exception: A one (1) hour call shall be permitted immediately pre-performance and / or immediately post- performance for employees already working for any purpose related to the performance.

- 6.03 All employees working a performance and who are required to do the pack out on closing night shall be paid the "Pack Out" rate as herein defined. The Pack Out rate allows for packing to be done from the half (½) hour prior to the curtain through to one half (½) hour after the final curtain. The Pack Out rate is an additional onetime payment. Any hours in addition to this will be subject to the applicable hourly rate.

Article Seven – Straight Time and Overtime

- 7.01 Time worked between 8:00 am and midnight, Monday through Saturday, shall be paid at straight time except as otherwise specified in this Agreement.
- 7.02 Time worked in excess of eight (8) hours in a day shall be paid at time and one half (1½ x) the straight time rate.
- 7.03 Time worked between midnight and 8:00 am shall be paid at double (2x) the straight time rate.
- 7.04 Time worked between 8:00 am and midnight, Monday through Saturday, on any performance in excess of two (2) in one day; or one performance and one other call, in one day shall be paid at time and one half (1½ x) the straight time rate.
- 7.05 Time worked on Sunday (as defined in Article 7.06 herein) shall be paid at double (2x) the straight time rate.
- 7.06 Sunday is deemed to commence at 12:00 o'clock midnight Saturday and to terminate 8:00 o'clock on the following Monday morning and shall not be considered part of the regular work week.
- 7.07 The employees agree to work overtime as required by the Ballet.
- 7.08 Time shall be computed to the next whole hour for pay purposes.
- 7.09 Employees asked to appear on stage, in costume (not including basic blacks) shall be paid one (1) hour at the straight time rate.

Article Eight – Breaks

- 8.01 A meal break of one hour shall be given after not more than five (5) hours of work. It is agreed that full payment of the applicable rates shall be made for meal periods of less than one (1) hour in duration.
- 8.02 Employees shall be supplied with **hot** food and beverage when performances, or other calls to work, are played with less than one (1) hour between the end of one performance and the call for the next performance.

- 8.03 Where a break of more than two (2) continuous hours occurs in a workday, the applicable minimum call for each work period (period before and after the break) shall be as specified in Article 6.01 and 6.02.
- 8.04 A break of fifteen (15) minutes shall be allowed after each two hours of work. It is recognized that a dress rehearsal or performance call may not include such breaks.

Article Nine – Statutory Holidays

- 9.01 The following holidays shall be deemed to be Statutory Holidays for the purposes of this Agreement:

New Year's Day	Good Friday	Victoria Day
Canada Day	Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day	Boxing Day
Family Day		

- 9.02 Where a public holiday is declared or celebrated on a day other than the day on which the named holiday falls as, for example (but without limitation) where Christmas Day falls on a Sunday and a public holiday is declared or celebrated on the following Monday, then such public holiday shall be deemed to be a Statutory Holiday for the purposes of this Agreement.
- 9.03 The Statutory Holiday shall be deemed to commence at 12:01 am on the day of the Statutory Holiday and terminate at 8:00 am on the day following the Statutory Holiday.
- 9.04 For all work performed under this contract during the hours of a Statutory Holidays as defined in this agreement, two and one half (2½ x) times the straight time hourly rate shall be paid.

Article Ten – Workplace Safety

- 10.01 The Ballet agrees to place all employees supplied by the Union under the protection of the *Workplace Safety and Insurance Act*, or some similar insurance coverage with benefits at least equal to those provided by the said Act.
- 10.02 Employees shall be required to provide themselves a basic sewing kit. Specialized equipment and/or tools required by the Company will be supplied by the employer without payment to the employee. All personal protective equipment will be supplied by the Company when required.
- 10.03 The Employer and the Union recognize the need to provide an environment free from discrimination, including bullying.

The Employer will not discriminate against employees with respect to race, national or ethnic origin, colour, religion, creed, age, sex, sexual orientation, marital status, family status, disability, and conviction for which a pardon has been granted.

Employees shall enjoy equal rights under this Collective Agreement in accordance with the Ontario Human Rights Code and the National Ballet of Canada policies as they relate to an area of a prohibited ground of discrimination.

- 10.04 The Employer and the Union recognize that every employee has a right to freedom from violence in the workplace and will ensure that a preventative program is in place consistent with the Occupational Health and Safety Act.

Where a perceived risk exists, the Employer and the Union shall meet to determine appropriate responses.

When an employee has suffered violence in the workplace, the employer will immediately investigate the situation in accordance with the steps outlined in the Occupational Health and Safety Act, the National Ballet of Canada policies and any other relevant jurisdictional policies and procedures.

Article Eleven – Terms of Rates and Benefits

- 11.01 The parties hereto agree that the employees shall be paid for services performed at rates not less than the amounts set out in Schedule "A" attached, and nothing in this Agreement shall prevent any individual from negotiating and obtaining a rate above the minimums provided herein.
- 11.02 All daily referral employees supplied by the Union shall be paid each Thursday by cheque for any work performed during the seven (7) calendar days ending the previous Sunday and this period shall be known as the "pay week".
- 11.03 The Ballet agrees to pay vacation pay weekly in the amount of ten percent (10%)₁ of all monies earned by the employee.
- 11.04 The Ballet agrees to participate in the "Retirement Savings Plan of IATSE Local 822" for the term of this Agreement and shall deduct on behalf of each individual supplied by the Union an amount equal to the percentage outlined in Schedule "A", by payroll deduction, to which the Ballet shall make a contribution equal to the percentage outline in Schedule "A".
- 11.05 The Ballet shall contribute on behalf of each individual an amount equal to the percentage outlined in Schedule "A" on each individual's gross earnings for the purposes of Health and Welfare, plus any applicable taxes, for the Union's members.
- 11.06 The Ballet agrees to contribute on behalf of each individual an amount equal to the percentage outlined in Schedule "A" on each individual's gross earnings for the purpose of Education and Industry Promotion.
- 11.07 In this Article, "deduct", "deduction" and "deductions" shall refer to an amount or amounts withheld by the Ballet from, and "contribute", "contribution" and "contributions" shall refer to an amount or amounts paid by the Ballet calculated by reference to the gross wages earned by each employee pursuant to this.
- 11.08 These combined remittances shall be accompanied by a statement in duplicate, showing the names, Social Insurance Numbers and gross wages of all individuals

for who the deductions and contributions have been made and the respective amounts in each case, made payable to each individual plan or trust, whichever the case maybe and sent to the Trustee of said plan as designated by the Union, no later than the 15th day of the following month from when the deduction or contribution has been made.

- 11.09 In addition to the foregoing, the Ballet shall pay the employer's contributions to the Canada Pension Plan.

Article Twelve – Publicity and Promotion

- 12.01 This Article shall apply to film, video, television, digital video streaming and any and all means of audio/visual representation, recording and transmission either know known or so hereafter devised in the future.
- 12.02 Whenever a Ballet or any part thereof is used for any of the circumstances above, all work which is normally within the Unions competence shall be handled by employees supplied by the Union. All employees shall be paid a 50% increase to the applicable rate as set out in Schedule "A" attached.
- 12.03 Notwithstanding the forgoing, when visual images are recorded for news purposes (either televised or print), social media purposes or for the direct promotion of the Ballet where the final product as presented for viewing by the public shall be no longer than five (5) minutes in length, no additional costs will be applied to the applicable hourly rate. The Ballet agrees that upon receipt of the IATSE Local 822 logo in a high resolution format, the Ballet will include the logo in it's videos.
- 12:04 No video images of an employee may be recorded without the permission of the employee. If the employee refuses the Union must supply a suitable replacement for the recording.

Article Thirteen – Duration

- 13.01 This Agreement shall become effective on the 1st day of July, 2017 and shall remain in full force and effect up to and including the 30th day of June, 2020.
- 13.02 In the event that prior to the expiration date of this Agreement either party desires to negotiate a new Agreement, notice in writing shall be given to the other party not less than fifteen (15) days and not more than ninety (90) days prior to the expiry date of this Agreement is reached, all the provisions of this Agreement shall continue to be observed by both parties until ninety (90) days after the expiry date of this Agreement, or until permitted by law.
- 13.03 Upon receipt of notice from either party of a desire to negotiate a new Agreement, as provided in Article 13.02 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 settlement is reached, or until either party makes application for conciliation.

13.04 If neither party gives notice of a desire to negotiate a new Agreement in accordance with Article 13.02 above, this Agreement shall be automatically renewed for a further period of one year and from year to year thereafter.

13.05 The Employer agrees to adhere to the current legislation governing the Ontario Labour Relations Act should any amendments occur, the specified clause(s) will be renegotiated by mutual consent.

SIGNED by the parties hereto on the 16 day of Dec, 2017 at the City of Toronto.

THE NATIONAL BALLET OF CANADA

Per: 
Barry Hughson
Executive Director

Per: 
James Thornley
Director of Production

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, LOCAL 822

Per: 
Diane Reilly
President, Local 822

Per: 
Michelle DiCesare
Assistant Negotiator

Schedule "A"

	July 1, 2016 - June 30, 2017	July 1, 2017 June 30, 2018	July 1, 2018 -June 30, 2019	July 1, 2019 - June 30, 2020
Coordinator (Head of Dept.)				
Hourly	\$29.00	\$29.58	\$30.02	\$30.47
Performance	\$116.01	\$118.33	\$120.11	\$121.91
Pack Out	\$72.51	\$73.963.	\$75.06	\$76.19
Assistant				
Hourly	\$27.74	\$28.16	\$28.58	\$29.01
Performance	\$110.97	\$112.63	\$114.32	\$116.03
Pack Out	\$69.35	\$70.39	\$71.45	\$72.52
Attendant				
Hourly	\$26.48	\$26.88	\$27.28	\$27.69
Performance	\$105.93	\$107.52	109.13	\$110.77
Pack Out	\$66.21	\$67.20	\$68.21	\$69.23
RSP Contribution	7%	7%	7%	7%
RSP Deduction	5%	5%	5%	5%
Health & Welfare	4.5%	4.5%	4.5%	4.5%
Vacation	10%	10%	10%	10%
Education, Industry Promotion, Charitable Fund	1%	1%	1%	1%

Appendix B - Side Letter to Management Rights

For the duration of this Collective Bargaining Agreement between the National Ballet of Canada and IATSE Local 822, and until such time as the IATSE International "Pink Agreement" is amended to include the terms described below, the following guarantee will continue to apply:

The Ballet shall have the right to choose Department Heads and Assistants and those employees shall be employed for not less than the minimum number of weeks as defined below:

The Ballet agrees to employ a Wardrobe Coordinator for not less than fourteen (14) weeks of in-theatre work and not less than eight (8) weeks of preparation work per year commencing in July of each year.

The Ballet agrees to employ a Wardrobe Assistant for not less than fourteen (14) weeks of in-theatre work and not less than eight (8) weeks of preparation work per year commencing in July of each year.

The Ballet agrees to employ a Wig and Make-up Coordinator for not less than fourteen (14) weeks of in-theatre work and not less than eight (8) weeks of preparation work per year commencing in July of each year.

The Ballet agrees to employ a Wardrobe Footwear Assistant as required by the repertoire and as determined by the Ballet after consultation with the Wardrobe Coordinator, but in no instance for less than eight (8) weeks of work per year commencing in July of each year.

Weeks of work above the minimum requirement may be prorated on a daily basis up to 3 days per week.