

Calgary Exhibition and Stampede – IATSE Local 212 Collective Agreement

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Collective Agreement

Between

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The Calgary Exhibition and Stampede Limited

and

The  
International Alliance of Theatrical Stage Employees,  
Moving Picture Technicians, Artists and Allied Crafts Of The  
United States Its Territories and Canada, Local 212

March 10, 2013 to February 28, 2015

Calgary Exhibition and Stampede – IATSE Local 212 Collective Agreement

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Calgary Exhibition and Stampede – IATSE Local 212 Collective Agreement

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THIS AGREEMENT made this 10th day of March, 2013 BETWEEN

Calgary Exhibition and Stampede Limited  
a body corporate with head office in the City of Calgary, in the Province of Alberta  
(hereinafter called "the STAMPEDE");

- and -

The International Alliance of Theatrical Stage Employees,  
Moving Picture Technicians, Artists And Allied Crafts Of The  
United States Its Territories And Canada, Local 212  
a body corporate with head office in the City of Calgary, in the Province of Alberta  
(hereinafter called "I.A.T.S.E. Local 212" or "IATSE" or "Union").

WHEREAS the STAMPEDE organizes, produces or otherwise conducts various forms of entertainment for which a charge is levied against those attending, or leases facilities owned by it to third parties or organizations for the purpose of staging entertainment, and

WHEREAS I.A.T.S.E. Local 212 is desirous of providing specified casual employment required to produce such entertainment events.

NOW THEREFORE THIS AGREEMENT WITNESSETH and the parties hereto mutually agree as follows:

Article 1- Purpose

Each of the parties hereto appreciates that the production of entertainment events is a unique and often uncertain business, and that the risks involved must be acknowledged by everyone involved.

It is also the desire of both parties to this Agreement to maintain the existing harmonious relations between the STAMPEDE and the members of I.A.T.S.E. Local 212, to promote co-operation and understanding between the STAMPEDE and I.A.T.S.E. Local 212, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage economy of operation and elimination of waste, and to promote the morale, well-being and security of the Union Members included in the bargaining unit represented by I.A.T.S.E. Local 212.

Article 2 - Duration of Agreement

- 2.1 This Agreement shall take effect on March 10, 2013 and shall remain in force and effect until February 28, 2015.
- 2.2 Either party may serve notice to amend this Agreement as of March 1, 2015 or as of the first day of March any year thereafter, by giving notice in writing to the other party not less than sixty (60) days or not more than one hundred and twenty (120) days prior to the date mentioned in this section. Notice to amend shall include a reference to each item of this Agreement which the party serving the notice desire to change and to any new items which such party desire to have included in the new Agreement.

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- 2.3 If notice to commence bargaining to amend or negotiate a new Agreement has been given by either party prior to the anniversary date, this Agreement shall remain in full force and effect during any period of negotiations, until the bargaining procedures under the Alberta Labour Relations Code have been completed, even though such negotiations extend beyond the anniversary date.
- 2.4 Any conclusions reached in the aforementioned negotiations shall be made retroactive to the said anniversary date, or termination date, except for wage increases or decreases.

### Article 3 - Coverage

- 3.1 This Agreement shall constitute the salaries, wages, and working conditions of the group of Union Members whose bargaining rights are held by I.A.T.S.E. Local 212 in accordance with the provisions of the Alberta Labour Relations Code.
- 3.2 For the purposes of this Agreement, the jurisdiction of Local 212 of The International Alliance of Theatrical and Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States its Territories and Canada is defined as follows: "within the boundaries of the CALGARY EXHIBITION & STAMPEDE".
- 3.3 In the case of road or touring shows built or produced in Calgary under the direct control of the Stampede and requiring the use of Local 212 members, the Stampede hereby agrees it will carry with it wherever it may tour in Canada, North America, a Department Head(s) who is/are a member(s) of Local 212, except such shows as described in Clause 4.3 herein.
- 3.4 The nature of work performed by members of I.A.T.S.E. Local 212 shall include the following trades, crafts and occupations: stage carpenter, ground rigger, flys-person, high rigger, props-person, lighting control operator (not for house lights), spotlight operator, stationary lighting operator (which must be focused on stage for entertainment), forklift operator, crane operator (Nike and Tulip crane), scenery painter, make-up artist, wardrobe, truck loader. Stages, and other equipment owned by the CALGARY EXHIBITION & STAMPEDE may be erected and modified by Stampede employees The CALGARY EXHIBITION & STAMPEDE sound system shall not be included in coverage, however the Stampede shall include IATSE on a tender list when contracting services for sound technicians.

### Article 4 - Supply of Required Stagehand's Union Members

- 4.1 I.A.T.S.E. Local 212 agrees to supply qualified IATSE crew within the scope of this Agreement as requested to the Stage Business Agent by the Stampede, or its authorized representative. The Stampede and its representatives shall endeavour to forward all crew requests in writing by fax or email whenever possible for Stampede - produced events.
- 4.2 The nature and number of IATSE crew required shall be specified by the Stampede, or its authorized representative. Stampede representatives shall be duly approved by Stampede Management and/or Senior Staff and the Union will be so advised in writing prior to crew requests. The Stampede shall provide the Union Stage Business Agent with a schedule of events where crew is needed and shall consult with the Stage Business Agent regarding crew requirements for such events.

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- 4.3 When Concert calls are scheduled at the Stampede Corral, a Head Rigger position will be established for the load in, installation and load out calls. The Head Rigger will direct IATSE ground and high rigging crews for the installation and removal of materials required to fly the show equipment. The Head Rigger will work under the terms and conditions of the collective agreement and receive the High Rigger rate for this work.
- 4.4 In the case of major travelling productions or "road shows", where the road show carries its own stage workers who are recognized members of The International Alliance of Theatrical and Stage Employees the nature and number of IATSE crew required shall be as agreed to between the show management and the Stage Calling Steward of Local 212.
- 4.5 The Stampede hereby agrees to notify the Stage Business Agent of Local 212 at the time any such agreements are signed where major travelling productions or "road shows" will be carrying their own stage.
- 4.6 The Stampede hereby agrees that it will advise promoters who lease facilities owned by the Stampede of their obligation to use Members of I.A.T.S.E. Local 212 as per this agreement.
- 4.7 If for any reason, I.A.T.S.E. Local 212 is unable to supply the qualified IATSE crew requested by the Stampede, or its representative, then the Stampede reserves the right to engage professionals who are not members of I.A.T.S.E. Local 212 to perform the functions covered by this Agreement for that performance. The Stampede, or its representative, will give the Union sufficient notice of its requirements, where possible seventy two (72) hours being the minimum notice.
- 4.8 I.A.T.S.E. Local 212 agrees that it will not "bump" any Union Local 212 Stagehand already working on an engagement without the expressed consent of the Stampede.

### Article 5 - Scope of Functions

- 5.1 It is agreed by the parties hereto that I.A.T.S.E. Local 212 will supply the qualified manpower required to set up, adjust, operate and strike all lighting and stage equipment, except as noted in Article 3.4 and 4.3, for the Grandstand Stage Show, travelling productions or "road shows", and professional musical shows, except as otherwise noted herein.
- 5.2 It is further agreed between the parties hereto that when productions are volunteer or religious in nature, commercial trade shows, free entertainment stages, youth programs or performances, and meetings, the parties will meet to discuss and determine the involvement of Local 212 when the nature of the work warrants such a meeting.

### Article 6 - Tools and Equipment

- 6.1 The IATSE crew supplied by IATSE Local 212 shall be responsible for providing the basic hand tools in good condition required for their craft. Standard tools shall include hammer, multi-driver (includes flathead, Robinson and Philips bits) crescent wrench and pliers. The Stampede shall notify the Union (at the time a call is placed) if there are any additional tools required such as cordless drills, multi meters etc.

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The Union shall make its best efforts to supply crew that has access to these additional tools. The Stampede shall arrange for special equipment such as hoists, forklifts, tractors, trucks, and trailers etc. as deemed necessary by the Stampede.

### Article 7 - Safety and Working Conditions

- 7.1 Consumption of intoxicating substances or use of illegal drugs, or being intoxicated through the use of intoxicating substances or illegal drugs, while working at the Calgary Stampede, is not permitted or tolerated. An IATSE Local 212 member's failure to comply with this directive will result in;
- i) the members immediate dismissal from the shift and removal from Stampede Park property and
  - ii) the suspension of the member's privilege to work on Stampede property until such a time as the member has satisfied both the IATSE Local 212 Executive Board and the Senior People Services leader of the Calgary Stampede that such an incident is unlikely to reoccur.
  - iii) Dependant on both the specifics of the occurrence and the personal circumstances of the member, this satisfaction may be contingent upon the member's successful completion of a drug and/or alcohol rehabilitation program, and a period of sobriety.
- 7.2 IATSE members, while working at the Calgary Stampede, shall,
- i) perform all work in accordance with all Federal and Provincial laws and regulations governing safe work practices, including but not limited to the Occupational Health and Safety Act and regulations of the Province of Alberta
  - ii) if requested by Stampede personnel, provide via the Shop Steward, the agreed upon accreditation that confirms the Members access to restricted areas on Stampede property
  - iii) have any required safety equipment provided by the Stampede, except for personal safety equipment and hard hats for all calls, plus high-visibility safety vests for Grandstand setup and strike calls.
- 7.3 In the event of an injury, at any time during a shift, to a member of I.A.T.S.E. and the member has been hired on behalf of an outside show or promoter, it will be the responsibility of the outside show or promoter to pay the member's wages for the balance of the designated shift in accordance with the Workers' Compensation Act.
- 7.4 It is agreed that a safe, healthy workplace, considerate of environmental protection and preservation initiatives, is beneficial to all parties. It is understood and agreed that the parties to this Agreement shall at all times comply with all relevant federal, provincial and municipal legislation. Any refusal by a Union member to work in compliance of such regulations shall not be a breach of this Agreement, however the Stampede has the right to have the Shop Steward replace such members, and such requests will not be unreasonably withheld by IATSE.
- 7.5 The Union understands and agrees that it must maintain, at all times, Directors and Officers general liability insurance of at least \$3 Million Dollars (Cdn.). It is further agreed that should this policy lapse for any reason the Stampede is not obliged to use the Union Members whatsoever until the policy is re-instated.

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- 7.6 Members of I.A.T.S.E. Local 212 hereby agree to dress appropriately and neatly at all times during performances. Required attire includes black shoes, black socks, black pants and black shirt and is to be provided by the member. If a cap is to be worn, it will be at the discretion of the Calgary Stampede and must be a black ball cap supplied by the member or Union. The IATSE 212 crest, which shall measure no larger than 3" x 3", may be shown on the ball cap in a mutually agreed to shade of grey so as to not be visible during set changes during the Grandstand show performance.

Article 8 - Shop Steward

- 8.1 Local 212 shall designate a Shop Steward at each job site as their representative and so advise the Stampede who this person is. The Shop Steward will be responsible for job liaison between members and the Stampede. In conjunction with the Stampede and its representatives, the Shop Steward will work to resolve job related problems that arise, and as such, the Shop Steward is to be the members' first contact in such circumstances. In the event the Shop Steward is unable to resolve any job related problems, they shall be referred to the Stage Business Agent and/or the Executive Board of Local 212.

Article 9 - Rate of Pay and Overtime

- 9.1 It is recognized that the Stampede, or its representatives, are in the entertainment business, and as such must conduct much of its operations during mornings, evenings and weekends. It is within this context that the parties hereto mutually agree to the following rates of pay, overtime and working conditions.
- 9.2 The basic pay scale covered by this Agreement shall be as follows:

Wage Rates in Effect From

Position	Year One		Year Two	
	Hourly	Show Calls	Hourly	Show Calls
Department Head 1	\$31.84	\$111.43	\$32.64	\$114.22
Crew 2	\$29.12	\$101.93	\$29.85	\$104.48
High Rigger	\$37.23		\$38.16	
Spotlights	\$29.75	\$104.13	\$30.49	\$106.73

- 1 (includes Carpenter, Fly, Electrical, Sound, all Ground Riggers, Wardrobe).  
2 (includes forklift and crane operators)

- 9.3 The minimum call-out for set-ups, put-outs or special calls shall be four (4) hours per person. However, where the set-up immediately precedes a performance the minimum shall be two (2) hours. In the event a put-out immediately follows a performance and is completed within one (1) hour the minimum shall be reduced to two (2) hours for those working both show and set-up or put-out, where applicable.
- 9.4 After a call has been placed and then in the event an unforeseen circumstance

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occurs and the Calgary Exhibition and Stampede does not require the services of IATSE Local 212, a minimum of 24 hours cancellation notice is required. If the minimum notice is not given, minimum charges will apply to a maximum of three and one half hours for a cancelled show call or four hours for a cancellation of any other type of call per person.

- 9.5 In the case of non-stage productions where the set-up/rehearsal and the show itself are completed within four (4) consecutive hours or less, then they will be considered as one (1) four (4) hour show call.
- 9.6 In the above cases and not less than two days prior to the event, it is mutually agreed that both parties will meet to discuss the schedule, calls and charges for such a show.
- 9.7 A one (1) hour unpaid meal break or one-half (1/2) hour paid meal break at the base hourly rate of pay, will be scheduled no sooner than three (3) hours into a call, however, the Stage Technician will work no more than five (5) hours without a meal break. When it is not possible to take this break, the members will be provided a reasonable meal by the promoter at no cost to the members of Stagehand's Union Local 212 who are on duty. In addition they will be paid for one half hour at their regular rate.

A second meal break must be allowed not later than four (4) hours after the completion of the first meal break. If the production needs dictate, up to one (1) hour of leeway in scheduling the second meal break shall be allowed by mutual agreement between the Union Steward and the Employer. If a call can be completed in five (5) continuous hours or less from the commencement of the call, no premium shall be paid, and no meal break given. If the call extends beyond five (5) hours, the member shall be paid at one and one-half (1½) times the rate applicable at the beginning of the fifth hour until such time as a meal break can be taken.

A fifteen minute coffee break shall be allowed between the second and third hour of work in each four (4) hour period.

- 9.8 Shows and rehearsal calls shall be considered to begin one-half (½) hour before show time and to not extend beyond three and one half (3 ½) hours total time. Extra time at the applicable hourly rate shall be charged for additional time worked, immediately before or after the show call, rounded upwards to the next one half (½) hour.
- 9.9 Overtime at the rate of one and one-half (1½) times the basic rate defined in Clause 9.2 hereof shall be paid for time worked in excess of eight (8) hours per day or forty (40) hours per week. Overtime at the rate of one and one half (1½) times the basic rate shall also be paid for hours worked on Sundays and for time worked between 12:00 a.m. and 8:00 a.m. Overtime at double (2X) the basic rate will be paid for time worked in excess of 12 hours per day or sixty (60) hours per week together with all hours worked in excess of eight (8) hours on Sundays.
- 9.10 There shall be a minimum nine (9) hour break between "work days" while working on a production for the same employer. This break shall occur between the end of one call and the beginning of the next call only while working on the same show. Should the show's producer require a shorter break than nine (9) hours it shall be at his or her discretion and the call shall normally be for Department heads only. Such



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a call made prior to the expiration of nine (9) hours shall be paid at the rate of time and one-half (1½) the member's regular rate of pay for all hours worked. Upon expiration of the nine hours, all rates will revert to the regular rate of pay applicable for that call.

- 9.11 Overtime, at double the rate defined in Clause 9.2 hereof, shall be paid for work performed on the following Statutory/General Holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day.
- 9.12 Union Members of I.A.T.S.E. Local 212 shall receive ten percent (10%) of their basic pay as defined in Clause 9.2 hereof for all work performed for the Stampede or its representatives, four (4%) percent of which shall be remitted by the Union to the Union Group R.R.S.P. on behalf of each individual. The remaining six percent (6%) shall be paid directly to each individual as vacation pay.
- 9.13 The Shop Steward shall be responsible for reporting all hours worked on a daily basis. Time sheets showing those hours must be approved by the promoter or the Stampede supervisor, or its representative prior to being submitted to Stagepay 212 for payment.
- 9.13.1 I.A.T.S.E. Local 212 operates a payroll service company, Stagepay 212 Inc, to provide payment and benefits, accounting, deduction and remittance, and reporting functions on behalf of IATSE members engaged under this agreement.
- 9.13.2 In the event that a Provincial or Federal Revenue Agency, the Workers' Compensation Board of Alberta or other like government agency seeks payment from IATSE Local 212 and/or Stagepay 212 Inc for whatever reason for any unpaid taxes, benefits, premiums or other amounts due from IATSE Local 212 or Stagepay 212 Inc, IATSE Local 212 and/or Stagepay 212 Inc hereby agree to indemnify and hold the Calgary Stampede harmless for the amount of such taxes, benefits, premiums or other amounts plus any interest or penalties which the Calgary Stampede may be required to pay under this contract.
- 9.13.3 All Stampede program invoices must be submitted by the Steward or the Stage Calling Steward or Business Agent to the Stampede for payment. A cheque, made payable to Stagepay 212 Inc in the approved amount of the invoice presented shall be made available for pick up within five (5) working days following the submission of the invoice. IATSE Stagepay 212 Inc invoices for third party clients must be submitted to the promoter.
- 9.13.4 All approved invoices shall include an Administration Fee to cover payroll processing, Workers' Compensation Board premiums and Employer contributions to member Health and Welfare insurance premiums.
- 9.13.5 The Administration Fee shall be 13% (thirteen percent) calculated on combined gross wages, RRSP, Employment Insurance and Canada Pension Plan totals.
- 9.14 The Stage Business Agent of Local 212, or the appointed Shop Steward in collaboration with the Employer, shall initially be responsible for the productivity and work performance of all members of I.A.T.S.E. Local 212 under their direction.

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Members who fail to meet required standards of conduct or performance shall be subject to discipline up to and including dismissal from the job.

### Article 10 - Grievance Procedure

- 10.1 All differences between the CALGARY EXHIBITION & STAMPEDE and I.A.T.S.E. Local 212 concerning the interpretation, application, operation or an alleged violation of this Agreement, shall be settled without stoppage of work or lockout and the dispute shall be referred to paragraph 10.4 below. In the event of any dispute arising out of this Agreement between the CALGARY EXHIBITION & STAMPEDE and a Local 212 member(s) the following procedure shall be followed:
- 10.2 The Union Member shall within three (3) working days of the alleged violation submit his complaint in writing to his immediate Supervisor with the assistance of a Shop Steward or Union Representative as he sees fit, and the parties shall endeavour to settle the difference.
- 10.3 If the dispute is not settled within the three (3) days (excluding Saturdays, Sundays and Statutory Holidays) after being referred under part 10.2, the complaint shall be referred to the Stampede Representative or equivalent and the official representative of the Union and they shall endeavour to settle the difference.
- 10.4 If the difference is not settled within three (3) days (excluding Saturdays, Sundays and Statutory Holidays) after being referred under part 10.3, the complaint shall be referred to the appropriate CALGARY EXHIBITION & STAMPEDE Senior Manager and the Stage Business Agent of the Union, and they shall endeavour to settle the difference.
- 10.5 If the difference is not settled within seven (7) days (excluding Saturdays, Sundays and Statutory Holidays) after being referred under part 10.4 either party may refer the difference to arbitration (an Arbitration Board, or by mutual agreement, a single Arbitrator) for settlement in the manner as provided for in the Labour Relations Code.
- 10.6 In the event that either party to the Grievance fails to process the grievance in the times stipulated in any of the steps outlined above, this party shall be deemed to have conceded the dispute to the other party.
- 10.7 The decision resulting from arbitration shall be final and binding on both parties subject to the provisions of the Labour Relations Code. Neither a Board of Arbitration nor a single Arbitrator shall be vested with the power to change, add to, or amend any of the terms of this Agreement.
- 10.8 The cost of arbitration will be borne equally by both parties.

### Article 11 - Stampede Rights

- 11.1 I.A.T.S.E. Local 212 acknowledges that it is the exclusive right of the Stampede to:
  - i) Maintain order, discipline and efficiency;
  - ii) Hire, discharge, layoff, recall and suspend or otherwise discipline Union Members, subject to the provisions of this Agreement and the Union Member's or the Union's right, as the case may be, to lodge a grievance in

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- the manner provided for in this Agreement;
- iii) Generally manage the operation and undertakings of the Stampede, and without restricting the generality of the foregoing, to select, install, and require the operation of any equipment, plant or machinery which the Stampede deems necessary, to determine the number of IATSE crew required, the schedules and methods of work to be followed and to exercise all rights and responsibilities of management not specifically provided for under this Collective Agreement.

**Article 12 - Terms and Conditions**

- 12.1 It is hereby agreed that the terms and conditions of this Agreement shall apply to all facilities owned, managed and controlled by the Stampede now established and which shall be acquired in the future, with limitations as provided in Article 5.1 and 5.2.
- 12.2 As the party of the second part is a member of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States its Territories and Canada, nothing in this contract shall ever be construed to interfere with any obligation the party of the second part owes to such International Alliance by reason of prior obligation, provided that the foregoing shall in no event be construed or applied so as to contravene any applicable Federal or Provincial Law.
- 12.3 This Agreement shall endure to the benefit of and be binding upon each of the parties hereto, their and each of their respective executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement,

This 8<sup>th</sup> day of March, 2013

Calgary Exhibition and Stampede

Per   
Susan Garnett, Vice President, People Services

International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists And Allied Crafts Of The United States Its Territories And Canada, Local 212.

Per   
Damian Petti, President

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**Note of understanding.**

The parties agree to establish the following for the administration of the Calgary Stampede and Exhibition – I.A.T.S.E. Local 212, 2013-2015 collective agreement.

- The Stampede will provide and maintain a Stampede employee "key contact" for the Local 212 Calling Steward and/or the Local 212 Stage Business Agent in order for all parties to make best efforts to provide timely communication to both the licensee and the Local 212 Calling Steward to initiate communications between those parties for the purposes of establishing crew as required and the invoicing thereof.

The parties have agreed to establish these measures to further promote harmonious relations between the Stampede and I.A.T.S.E. Local 212 in the administration of the agreement.



Calgary Exhibition and Stampede



I.A.T.S.E. Local 212

April 18, 2013  
Date

March 8, 2013  
Date