

Collective Agreement

Between

Pacific Opera Victoria



and

**The International Alliance of Theatre Stage Employees,
Moving Picture Technicians, Artists and Allied Crafts
of The United States, Its Territories and Canada**

AFL-CIO, CLC Local 168



July 1, 2017 to June 30, 2020

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BETWEEN: Pacific Opera Victoria Association,

**925 Balmoral Rd.
Victoria, BC V8T 1A7**

(hereinafter called the “Employer”)
of the first part

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 168.

(hereinafter called the “Union”)
of the second part

The employer is an employer within the meaning of the “Labour Relations Code”,
R.S.B.C 1996 C244 as amended.

PREAMBLE

This agreement shall cover the wages and working conditions of the employees of the employer who are production employees including stage technicians (if applicable), production shop employees, properties makers, scenic artists and assistants, wardrobe employees, makeup artists, hair and wig specialists, drivers, and car and truck loaders.

Article 1 – Amendment and Successor Rights

- 1.01 Any article of this agreement that is deemed by both the employer and the Union to require amendment, alteration or deletion, may be amended, altered or deleted by mutual consent. Both parties must agree in writing to open negotiations for any such amendment, alteration or deletion naming the specific articles to be negotiated. Mutual agreement on any amendment, alteration, or deletion must be signed by both parties and recorded as an official amendment of this agreement. Should mutual agreement not be achieved then the existing article or articles shall remain in full force and effect.
- 1.02 Where the business of the employer is sold, leased, transferred, merged or otherwise disposed of, the purchaser, lessee or transferee shall be bound by all of the terms and conditions of this agreement. Likewise where the Union is merged or transferred, the new Union shall be bound by all the terms and conditions of this agreement.

ARTICLE 2 – General Purpose

- 2.01 The employer and the Union hereby agree that it is to their mutual interest to establish and maintain a relationship of goodwill, stability, and respect between the employer and the employees as represented by the Union.
- 2.02 The general purpose of this agreement is to establish and maintain mutually satisfactory working conditions, hours of work and wages and to provide for security and the prompt and equitable disposition of grievances for both parties, subject to the provisions of this agreement.
- 2.03 All of terms and conditions of this agreement shall apply equally to all employees without discrimination as to sex, race, age, or religion as defined by the Human Rights Act of British Columbia.
- 2.04 The Employer shall ensure a workplace free from any form of harassment as outlined in the Human Rights Act of British Columbia.

The employer will maintain a Bullying and Harassment Policy that complies with the regulations of Worksafe BC. Such policy shall be by mutual agreement of the Employer and the Union. The policy shall be given to all employees and clients in writing.

- a. Every employee has the right to work in a harassment free environment.
- b. Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance or workplace relationships or endangers an employee's employment status or potential.
- c. Personal harassment shall be defined as any practice that undermines an Employee's health, job performance or workplace relationships or endangers an employee's status or psychological well-being.

ARTICLE 3 – Union Recognition

- 3.01 The employer recognises the Union as the sole collective bargaining agent for all employees performing work as outlined in this agreement.

ARTICLE 4 – Union Security

- 4.01 Every employee coming within the scope of this agreement will be or will become and will remain a member in good standing of the Union. Except as otherwise provided for in this agreement.
- 4.02 The employer shall not contract out any work that can be performed by members of the bargaining unit covered by this agreement.

- 4.03 The Union shall have the right to have the assistance of representatives of the International Alliance of Theatrical Stage Employees of the United States, Its Territories and Canada other than those of Local 168 when dealing or negotiating with the Employer.
- 4.04 Members who perform work under this collective agreement shall not be displaced by Stage Management/ Actors Equity and/or Designers with the following exceptions:
- a. Rehearsal props used in a rehearsal space outside of the actual performance venue may be performed by Stage Management. However, Head Props must be present for a minimum of the last rehearsal.
 - b. Designers may briefly assist a staffed department if the assistance is necessary to allow employees the ability to fully understand what visual concepts the designer is trying to achieve.
 - c. Exempt from this agreement shall be school tours (once they have left the shop) for grades (K through 12) provided these tours are small in nature and do not have large production requirements. Furthermore, school tours shall only be exempt when only one (1) Stage Manager and performers are travelling with the tour.

ARTICLE 5 – Remuneration

- 5.01 The rates of remuneration set out in Appendix A to this agreement shall apply during the term of this agreement.
- 5.01.A Nothing herein shall prevent an individual employee from negotiating nor the employer from offering rates of remuneration or other benefits higher than those contained in Appendix A. The Business Agent of Union shall be informed in writing by the Employer the agreed upon arrangement within seven (7) business days. The agreement will be signed by the employer and the employee.
- 5.02 Each paycheque shall include an itemised statement indicating time worked at straight time and overtime, rate of pay and individual deductions. Payment is to be made on the job during working hours, or in the case of an employee who is not working on that day, at the general office of the employer by 16:00 (4:00PM). Further, if a weekend or statutory holiday should fall on a pay day payment will be made on the first preceding workday.
- 5.03 Employees shall be given all wages and statements necessary in the event of termination, in accordance with the applicable legislation. In the event that the employee terminates employment without giving notice, wages and settlements shall be available within five (5) working days of such termination.

- 5.04 Non-payment of wages when due or non-payment of monies due to the employees and the Union shall constitute a fundamental breach of this agreement, and in such cases, neither the Union nor any of its members shall be held liable for work stoppage or for any liabilities whatsoever resulting there from.
- 5.05 The employer will make the required Income Tax, Canada Pension Plan and Employment Insurance deductions and contributions as required under Provincial and Federal Statute.
- 5.07 If an employee is required to perform work in a classification for which a higher rate of remuneration is provided in Appendix A and exceeds the guidelines set out for Temporary Assistance under Article 6.01, then that the employee shall be paid the higher rate for their entire shift.

When an employee is temporarily appointed to relieve a non-Union employee at a higher paying position and is required to perform a limited number of duties of the higher position, a pay adjustment in an amount determined by the Employer, prior to commencing such duties when it is practical to do so, shall be made to compensate for the additional responsibilities assumed. Such adjustment will not be less than ten percent (10%) percent above the employee's regular rate.

- 5.08 When an employee is in the first instance hired as a department head for a particular production then that employee shall be paid the applicable rate for the entire time the employee is working on that production.
- 5.09 The employer shall pay to employees every Friday, as soon as possible but not later than 16:00 (4:00 PM), all wages and salaries due to them up to the previous Saturday midnight.
- 5.10 No employee shall be required to supply a vehicle for company business. When the employee is authorized to use their vehicle for company business they shall be reimbursed by the employer at a rate of sixty cents (\$0.60) per kilometre.
- 5.11 When the take out of any production is for seen to go past midnight and is four (4) hours or longer, the employer shall provide a nutritional snack for all members of the crew. Such snack shall include hot/cold caffeinated/non beverages. If a snack is not provided, the employer shall pay to the Union a sum equal to fifteen dollars (\$15.00) per crew member on such calls.
- 5.12 Employees who are requested or dispatched to travel outside of the Capital Regional District limits shall be paid and considered working at all times except for taking coffee breaks and half hour (1/2) paid meal breaks every four (4) hours. Unpaid meal breaks shall not be utilized.

Per Diem Allowance: the Employee shall be paid in advance a per diem allowance in cash in the following manner: Breakfast, \$14.50; Lunch, \$20.50 and Dinner, \$30.00. The foregoing dollar amounts will be payable in U.S. dollars when in the United States.

- 5.13 The first aid attendant will be the most senior working certified seasonal staff member. When a second certified seasonal staff member is working, they shall be assigned as backup first aid attendant.

Each of these two shall be paid a premium as per Appendix A for all hours.

ARTICLE 6 – Hours of Work

- 6.01 Employees may be assigned to categories of work other than that of their primary assignment to provide temporary assistance within a department or in other departments provided that such temporary assistance does not affect the ability of that employee to properly perform the duties for which that employee was hired.

Temporary assistance shall be defined as no more than sixty (60) minutes of assistance and cannot be used for a department that has no Head of Department and/or used to replace a worker already working in a specific department. It is also understood that the temporary assistance for a specific task/department shall not become a normal/ regular occurrence.

- 6.02 When there is a work period of three (3) hours or longer, the employee shall be entitled to one paid fifteen (15) minute rest period approximately mid point after the start of the work period. This rest period may be deferred by the mutual consent of the Union and the employer. If this break is deferred, the fifteen (15) minutes will be added to the time worked on the day for pay purposes.

ARTICLE 7 - Compassionate Leave and Other Leave

- 7.01 Compassionate leave without pay will be granted to an employee who suffers a serious immediate family crisis such as an accident, illness or death. Immediate family shall be defined as spouse/partner, children, step-children, parents, step-parents, grandparents, grandchildren and siblings, including those of the employee's spouse. Under certain circumstances time lost may be made up.

- 7.02 Leave of absence without loss of pay will be granted to employees for jury or witness duty.

ARTICLE 8 – Union Insignia

- 8.01 The employer will allow the IATSE Local 168 insignia to be placed on products built or supplied by Union employees. It is agreed that the insignia will remain the property of the Union and shall at all times be in possession of a member of the Union. Said insignia shall at no time be used in a manner detrimental to the interest or welfare of the employer or the Union.

- 8.02 The Employer shall give credit in the production program for work carried out by members of the Union. Further if the Union wishes the Union insignia to be displayed in the program the employer shall do so in a mutually acceptable format. The Union shall provide “camera ready” copy for any such display.
- 8.03 Where recognition of any other Unions or professional organisations (such as The Actors’ Equity Association, The American Federation of Musicians or The Associated Designers of Canada) is displayed on the premises of the employer or the performance venue, the employer shall likewise recognise the Union in a manner mutually acceptable to the employer and the Union. The display shall be supplied by the Union.

ARTICLE 9 – Safety and Health

- 9.01 The Union and the employer shall co-operate in improving rules and practices which will provide protection from injury to all persons.
- 9.02 It is understood and agreed that the parties to this agreement shall at all times comply with the Regulations of Worksafe, and any refusal on the part of an employee to work in contravention of such regulation shall not be a breach of this agreement. Further, no employee will be disciplined or discharged for failure to work under unsafe conditions or for insisting on safe working conditions. Any refusal of a member to abide by Worksafe regulations after being duly warned will be sufficient cause for discipline up to and including dismissal.
- 9.03 A safety committee will be established in accordance with Worksafe requirements. Safety meetings will be held in accordance with the requirements of the act during working hours and no member of the committee will suffer deduction of wages for time spent on behalf of the committee. The employer may have fifty percent (50%) membership of this committee.
- 9.04 An employee having to cease work due to an injury covered by Worksafe shall be paid at the applicable straight time rate up to the end of the scheduled work day for which they were called.
- 9.05 Employees will not be required to work under unsafe conditions and will not be required to work in any unsafe location without adequate safety equipment. Any unsafe equipment or conditions shall be brought to the employer’s attention by the shop steward for immediate resolution. Any dangerous situations are to be avoided and other work shall continue while the situation is resolved. Disputes shall be referred to the grievance procedure.
- 9.06 Safety procedures will be followed and safety equipment provided by the employer will be used by the employees.
- 9.07 The employer shall provide a first aid facility and First Aid attendant in accordance with the Statutes of British Columbia and the regulations of Worksafe.

ARTICLE 10 – Dues Deductions

- 10.01 The employer shall deduct from the wages of each employee and shall remit to the Union by the tenth (10) day of the month following the deduction such Union dues and assessments as may be prescribed from time to time by the Union.
- 10.02 Dues remittances must contain a written statement listing the names of the employees for whom the Union dues deductions were made, gross amounts paid for each employee, and the amount of each deduction noted in separate columns for each dues percentage and/ or assessments required.

ARTICLE 11 – Discipline

- 11.01 The employer shall have the right to refuse to hire or dismiss from a position any person supplied by the Union or any employee, as the case may be, for which the employer has just cause. If after refusal to hire a person or dismissal of any employee, the employer cannot show just cause then the employer shall pay that person or employee for wages lost as a result of this refusal to hire or dismissal. “Just cause” in this agreement shall include, but not be limited to:
- a. Breach of any reasonable regulation from time to time made by the employer governing the duties and functions of the employees necessary for the conduct and management of the employer’s business insofar as such rules and regulations do not conflict with the terms of this agreement.
 - b. Insubordination or failure to obey the proper instructions of superiors.
 - c. Unsatisfactory performance of duties.
 - d. Intoxication or being under the influence of drugs or other substances which impair job performance.
 - e. Criminal dishonesty which affects job performance.
- 11.02 No employee shall be disciplined except for just cause. In cases of discipline the burden of proof shall rest with the employer and all notices of discipline for just cause shall be in writing and copies given to the employee involved and to the Union within seven (7) days of the occurrence. Notwithstanding the rights of a supervisor to supervise, evaluate and discipline employees, an employee must be advised by the Union and employer that he/she has the right to request the attendance of a Union representative at any discussion between the employee and a supervisor which the employee believes may result in an adverse report or discipline recommendation. An employee may request at any time during a discussion that further discussion be postponed pending arrangements for a Union representative to be present.

11.03 An employee may review their personnel or payroll file at any mutually convenient time and may copy any documents therein. The employee may respond in writing to any document and such reply shall become part of their personal or payroll file for the life of the documents.

No adverse work record may be relied upon if the employee has a clean record for three (3) years from the date of the last infraction. Letters of discipline shall be removed from the employee's personnel file after five (5) years without further discipline.

11.04 An employee who fails to report for duty for one (1) day without informing the Employer of the reason for their absence shall be presumed to have abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the employer.

ARTICLE 12 – Grievance Procedure

12.01 All differences between the Union and the employer concerning this agreement , its interpretation, application, operation or any alleged violation thereof including any question as to whether any matter is covered by this paragraph shall be finally and conclusively settled without stoppage of work by the following method:

- a. Any such difference shall in the first instance be discussed between the Union's authorised representative and the duly authorised representative of the employer within ten (10) business days of the incident.
- b. If no settlement is reached within ten (10) business days the Union's representative and the employer's representative shall report to the employer's senior management official available and the senior officer of the Union available and they shall meet as soon as possible. If no settlement is reached between them in ten(10) business days, they shall refer the matter to a mediator. If no settlement is reached during mediation then the matter shall be referred to a single arbitrator whose decision shall be final and binding on all persons bound by this agreement.
- c. If the Union and the employer cannot agree on a single arbitrator within ten (10) business days, either party may request the Collective Agreement Arbitration Bureau (CAAB) to appoint such single arbitrator. The costs of and incidental to this arbitration shall be borne equally by the Union and the employer excepting where determined by the arbitrator that either party is acting in a frivolous manner or not responding in good faith to the provisions of this article then the costs shall be borne as determined by the arbitrator.

12.02 The time limits set out above may be varied by mutual consent of the employer and the Union.

ARTICLE 13 – Lockouts and Strikes

- 13.01 During the term of this agreement, the employer shall not lock out any employee and no employee shall strike and the Union shall not declare or authorize a strike of the employees.
- 13.02 It is understood and agreed that the refusal to cross a picket line deemed to be legal by provincial, federal or state authority shall not constitute a breach of this agreement.

ARTICLE 14 – Management Rights

- 14.01 Subject to the terms of this agreement, the employer shall remain vested with exclusive control of the management and operation of the company, including establishing methods and processes to accomplish its goals, the direction and supervision of working forces, including the right to hire, suspend, discipline or discharge employees for just cause, determine job content, assign work or transfer to new duties, or to lay off employees because of lack of work or for other legitimate reasons, or to schedule its operations or to extend, limit, curtail, or reschedule its operations when in its sole discretion it may deem it advisable to do so. In the event that the Union claims management has exercised its rights in a discriminatory or unjust manner, then such claim shall be considered a grievance and shall be dealt with in accordance with the terms of the grievance procedure as contained in this agreement.
- 14.02 The employer may make rules and regulations governing the work environment and conduct of the employees.

Rules or regulations introduced by the Employer shall satisfy the following requirements:

- a. They shall not be inconsistent with or violate an express provision of the Collective Agreement.
- b. They shall be reasonable (as determined by the Employer and the Union).
- c. They shall be clear and unequivocal.
- d. They shall be conveyed to the employees and the Union, in writing, before the Employer will act on them.
- e. They shall be consistently enforced and apply equally to all employees.

ARTICLE 15 – Union Right of Entry

15.01 An authorised representative or representatives of the Union shall be permitted by the employer, upon prior written notification one day prior, to enter and inspect, free of any interference, employee work areas when such entrance or inspection is required, in the Union’s opinion, in connection with any investigations or matters pertaining in any way to this agreement, but such representatives shall not interrupt or interfere with any work progress.

ARTICLE 16 - Stewards

16.01 Stewards shall be recognised in all venues covered by this agreement and shall not be discriminated against. The employer shall be notified by the Union of the name or names of such stewards.

If not specifically assigned by the Business Agent, the steward shall normally be the most senior member on the call who is not a Department Head. In cases where only Department Heads are working, it shall be the most senior member.

16.02 It is understood that stewards, after consultation with management, shall be permitted without loss of pay, to leave their regular duties for a reasonable length of time in order to investigate and settle complaints if possible.

ARTICLE 17 – Technological Change

17.01 In the event the employer should wish to introduce changes or new methods of operations which require new, different or greater skills than are possessed by the employees under the present method of operations, such employees shall be given a period of time mutually agreed upon by the Union and the employer to perfect or acquire the skills necessitated by the change or new method of operations.

ARTICLE 18 – General Conditions

18.01 Adequate restroom facilities will be provided in accordance with the statutes of British Columbia and shall be maintained in a clean condition by the employer.

18.02 The employer agrees that when choosing additional or alternate spaces for use as shop or office facilities that adequate parking will be available within a reasonable distance. If this space is in a commercial lot the cost will be the responsibility of the employee.

18.03 It is understood and agreed that the employer may require that the employee sign and be bound by a reasonable letter of confidentiality as a condition of employment.

- 18.04 Lunchroom facilities with adequate seating and tables for all employees working in the company's shops shall be provided at the primary worksites and maintained in a clean condition by the employer.
- 18.05 A minimum of ten (10) minutes of pick up and wash up time will be allowed prior to quitting by the shop supervisor.
- 18.06 No employee shall be required to supply any tools on the employer's premises other than the tools as described in Article 27. The employee may supply additional tools at their discretion.
- 18.07 A minimum of four (4) truck loaders will be dispatched to load and unload semi-trailers. A minimum of two (2) truck loaders will be dispatched to load and unload one (1) ton through five (5) ton trucks. When a loader is required to drive a production vehicle they shall be paid as a driver.

ARTICLE 19 – Canadian Entertainment Industry Retirement Plan

- 19.01 Employees at the time of hire, shall complete a Canadian Entertainment Industry Retirement Plan application or sign a declaration of waiver to decline participation in the plan, therefore forfeiting the Employer's contributions. The employer shall provide copies of all waivers to the Union.

Should an employee waive their right to participate and then wish to enrol in the plan, the employee shall complete an application. Contributions as set out below shall commence on the next appropriate pay period.

The employer shall contribute an amount equal to five percent (5%) of gross wages earned to individual Canadian Entertainment Industry Retirement Plan accounts where an employee agrees to contribute a minimum five percent (5%) of all wages earned at their normal rate of pay.

An employee may at their discretion increase the employee portion of the contribution.

Employee contributions shall be made through payroll deductions and shall be administered by the employer.

- 19.02 Employees who currently have RRSP contributions sent to another financial institution shall be considered grandfathered. All new employees and employees who have not previously joined the RRSP shall only be able to join the Canadian Entertainment Industry Retirement Plan.
- 19.03 Employees who opt to not join the RRSP shall not have their/employer RRSP contributions issued to the Union.

- 19.04 Contributions will be distributed to the Canadian Entertainment Industry Retirement Plan quarterly one (1) week prior to the end of the following months: February, May, August, and November.
- 19.05 The Employer shall be responsible for assisting employees with utilizing the Registered Retirement Savings Plan.
- 19.06 Employees who have reached the age cap and are no longer permitted to pay in to the RRSP or direct their funds to their spouse (who is under the age cap) shall instead have the Employer's contribution paid out on each cheque as an added benefit. This Article only applies to employees who had previously joined and contributed to the RRSP plan prior to reaching the age cap or commenced their first day of employment with the Employer after already reaching the age cap. All other employees are not eligible.

ARTICLE 20 – Accident Insurance

- 20.01 The employer shall carry such Worksafe Coverage as is required by law.

ARTICLE 21 – Labour Management Committee

- 21.01 The employer and the Union shall co-operate in establishing and maintaining a labour management committee whose responsibility it shall be to review and make recommendations regarding any subjects of mutual interest to the employer and the Union including but not limited to:
- a. Administration of this agreement.
 - b. Apprenticeship and training; to investigate mutually acceptable methods for the involvement of apprentices and /or trainees in the workplace.
- 21.02 Such meetings will be called at the end of each POV Production as needed. A minimum of one (1) Labour Management Meeting must be called per season.
- 21.03 The Committee shall consist of two (2) Union Executive Members, one (1) Department Head Employee, and two (2) members of the Employer's Senior Management.
- 21.04 The committee shall meet at a mutually agreed time and place.

ARTICLE 22 – Hiring Hall

- 22.01 When production employees are required by the employer, the employer agrees to contact the Union for dispatch of personnel by the Union.

- 22.02 If the Union is unable to supply qualified personnel, the employer may obtain help elsewhere. Such persons shall pay Union permit fees as prescribed by the Union from time to time. At no time shall the permit fees exceed the dues or deductions set out by the Union's Bylaws. Such persons shall register with the Union by filling out a Permittee application.
- 22.03 In the case of the Scenic Artist, the Employer shall have sole right to determine qualifications, taking into account the Artistic needs and style of the production.
- 22.04 In the case of the Pyrotechnician, the Employer shall have sole right to determine qualifications, taking into account the complexity of the effects, and the safety and security of the company members, staff, and the general public.
- 22.05 At the request of the employer, the Union shall provide to the employer a copy of a member's resume.
- 22.06 Shop Employees who are working for the Employer shall not accept other calls that overlap or conflict with their duties in the shop, unless agreed to by the Employer and the Union.
- 22.07 In the event a seasonal employee refuses work outside the initial annual posting, that position shall be filled by union dispatch.

ARTICLE 23 – Hours of Work

- 23.01 Employees shall be hired as required by the employer. Employees may be reassigned or released when the work requires a reduction or increase in the size of the crew. Crew size will be determined by the employer's practice and precedent as agreed between the employer and the Union.
- 23.02 Hours of work for employees shall consist of forty (40) hours per week, based on an eight (8) hour day within a six (6) day week. However, owing to the nature of theatrical operation, hours of work shall not be fixed with respect to time of day, nor day of week, but shall be as prescribed by the employer on reasonable notice subject to overtime and other applicable provisions herein.

In the event an employee has completed six (6) consecutive days of work, in the same department, and is directed by the employer to work without a day of rest, the seventh (7th) day at work shall be at two times (2x) the straight time hourly rate.

If an employee is directed by the Employer to work without a break of at least eight (8) hours, the break of less than eight (8) hours duration shall not constitute the end of a work day.

- 23.03 Either of the following shall be defined as constituting a “meal break”:
- a. One (1) unbroken, unpaid hour within which an employee can eat a meal.
 - b. One (1) unbroken paid half (1/2) hour within which an employee can eat a meal. The rate of pay shall be that which is applicable to the beginning of the half (1/2) hour period.
- 23.04 No unpaid meal break shall be allowed during a call of five (5) hours or less.
- 23.05 The employer shall not call an unpaid meal break less than four (4) hours from the previous unpaid meal break or from the beginning of the call.
- 23.06 The normal time between meal breaks shall be four (4) hours. The time allowed between meal breaks may be extended to five (5) hours when extraordinary circumstances require.
- 23.07 Should an employee be required to remain on duty without a meal break after a period of five (5) hours then they shall be paid a premium rate of one and one-half (1 ½) times the applicable rate of pay until they are released. This provision shall apply equally as for a meal break or the end of a day.
- 23.08 When employees are called to work and perform work they shall be paid not less than four (4) continuous hours at the applicable rate. In the event that employees are called to work and they are dismissed without performing any work they shall be paid for two (2) hours at the applicable rate.
- 23.09 A recall to work after a break of greater than two (2) hours shall constitute a new four (4) hour call.
- 23.10 When an employee returns to work after an unpaid meal break, the employee shall be paid not less than two (2) continuous hours at the applicable rate.

ARTICLE 24 – Calling Procedure

- 24.01 The time of a call shall be at the discretion of the employer. The employer shall advise the Union’s Business Agent of the time of the call and the number of persons needed for each category of work. The call shall be made as soon as possible but in no event shall the Union be held liable or responsible in any way if the call is received by the Business Agent less than ninety-six (96) hours prior to the time of the call. The Union shall at all times endeavour to accommodate the employer’s needs when circumstances require the call to be made less than the ninety-six (96) hours referred to above.

- 24.02 The Employer and the Union shall mutually determine lists of current members who meet the requirements for specific positions based on the Staff Category descriptions in Appendix B. The lists shall be reviewed on an on-going basis at Labour Management meetings.
- 24.03 Daily casual employees shall not be transferred from one build / project to another. A new call needs to be issued.
- 24.04 If the employer wishes to cancel a call, it shall do so by notifying the Union's Business Agent of the cancellation at least sixteen (16) hours prior to the time of the call. In the event that such notice is not given, unless the Union consents to such cancellations, the employer shall pay to the employees designated by the Union to fill the call an amount equal to that remuneration which the employee would have earned through two (2) hours of work at the applicable rate. If the call is postponed without prior notice of sixteen (16) hours before the original time of call, and if the call is subsequently cancelled, then this article shall be applied to the original time of call.
- 24.05 A department head shall be assigned to each department in which work is being carried out and such department heads shall not be released from work prior to other employees working within that department.
- 24.06 The Employer shall advise the Union's designated representative when issuing labour requests if Loaders, Drivers, and/or any other positions may be assigned other duties to complete a four (4) hour minimum call. Failure to notify shall result in the employee not being obligated to accept the tasks for which they were not dispatched for.
- 24.07 When advanced notice of a call (of a duration greater than five (5) days) is given with at least ten (10) business days' notice, the union shall, when possible, provide to the employer the names of those assigned to the call no later than five (5) business days before the commencement of that call. When notice is given with at least five (5) business days' notice, the union shall, when possible, provide to the employer the names of those assigned to the call no fewer than seventy two (72) hours before the commencement of the call.

ARTICLE 25 – Computation of Pay

- 25.01 For the purposes of computing pay for regular time and overtime:
- a. The end of each day is midnight and the end of each week is Saturday midnight, except where an employee works a continuous period of time which starts before midnight and ends after midnight, in which case the end of the day shall be the end of that continuous piece of work.
 - b. Time shall be calculated by the half (1/2) hour so that an employee shall be paid for a full half (1/2) hour period if any portion of a half (1/2) hour period is worked.

- c. If an employee, at the call of the employer, completed a period of duty in any day and is recalled to duty by the employer on the same day after a break of greater than two (2) hours has elapsed since the completion of that period of duty, and as a result of such recall works a further period of time, the employee shall be paid one (1) hour travel time at the applicable rate.
- d. If an employee is released prior to the completion of a minimum call and is recalled for a further period of duty after a break of greater than two (2) hours has elapsed, that employee shall be paid one (1) hour for travel time at the applicable rate less that amount of time that remained in the call from which the employee was released.

25.02 The following times shall be paid at one and one-half (1 ½) the appropriate straight time rate:

- a. Time worked in excess of eight hours (8) in any day.
- b. Time worked in excess of forty (40) hours straight time in any week.

25.03 The following times shall be paid at double (2X) the straight time rate:

- a. All time worked in excess of eleven (11) hours in any one (1) day or shift.

25.04 Premiums

- a. Time worked between 12:00AM (Midnight) and 8:00AM shall be paid a premium of one half (0.5x) times the straight time hourly rate.
- b. Premiums shall be paid and listed as a separate line item on employee's pay stubs.

ARTICLE 26 – Vacation and Statutory Holiday Pay

26.01 The Employer shall pay:

- a. To each casual employee four percent (4%) of gross wages as vacation pay, to be paid as part of each Friday's paycheque.
- b. To each seasonal employee five percent (5%) of gross wages as vacation pay, to be paid as part of each Friday's paycheque.

26.02 In lieu of statutory holidays set out in 26.03 below, the Employer shall pay casual employees, in addition to their normal wages/salary, four percent (4%) of gross wages earned to be paid as part of each Friday's pay cheque.

26.03 Entitlement

The following have been designated as paid statutory holidays for seasonal employees:

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	British Columbia Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	Family Day

Plus any other statutory holiday proclaimed by federal, provincial, and/or municipal governments.

26.04 Work on a Statutory Holiday

Where a seasonal employee is scheduled to work on a statutory holiday, the employee shall be paid at time and one-half (1½x) their normal wage/salary for all hours worked up to eleven (11) hours and double time (2x) their normal wage/salary for all hours worked in excess of eleven (11) hours and be given a day off with pay in lieu of the statutory holiday.

Where a casual employee is scheduled to work on a statutory holiday, the employee shall be paid at time and one-half (1½x) their normal wage/salary for all hours worked up to eleven (11) hours and double time (2x) their normal wage/salary for all hours worked in excess of eleven (11) hours.

26.05 Statutory Holiday on a Non Work Day

Where a seasonal employee is on a non-work day and a paid statutory holiday occurs and is celebrated during such period, that employee shall be given a day off with pay in lieu of the statutory holiday at a time mutually acceptable to the employee and the Employer.

ARTICLE 27 – Employee Tools

27.01 Each employee will be required to provide CSA approved footwear where applicable according to Worksafe guidelines. In addition, each employee will be required to provide a basic hand tool kit consisting of:

- a. Carpenters: Claw hammer, tape measure, multi-bit screwdriver (or equivalent screwdrivers), work gloves, side-cutters.
- b. Wardrobe: scissors, notebook and pen or pencil.
- c. Hair and Wigs: Various combs and brushes, various sized curling irons, blow drier with solis, cutting cape, clippers, heated rollers and wig clamps.
- d. Make up: brushes, notebook, make-up tray
- e. Loaders: work gloves.

27.01 The employer must insure and assure the safety of the employees' tools and working apparel against fire and burglary on the employer's premises. If so requested the employee shall submit to the employer's representative an inventory of tools and working apparel on the employer's premises.

ARTICLE 28 – Term of Agreement

28.01 This agreement shall be for a term of three (3) years with effect from July 1, 2017 until June 30, 2020, inclusive and shall remain in full force and effect from year to year following expiration of the term unless either party, not less than one hundred and twenty (120) days immediately preceding the date of expiry of this agreement gives the other party notice of desire to change, amend or terminate such agreement. Should neither party give such notice then this agreement shall remain in full force and effect until such notice is given. Upon receipt of such notice the employer and the Union shall meet within a mutually agreed time, not to exceed thirty (30) days, to provide each other particulars of any changes or amendments either party may desire in this agreement.

ARTICLE 29 – Benefits

29.01 In lieu of benefits, the Employer shall pay casual employees in addition to their normal wages/salary, four percent (4%) of gross wages earned.

ARTICLE 30 – Health & Welfare Fund

30.01 The employer agrees to contribute an amount equivalent to one percent (1%) earned (gross) by all employees each month to the Union's Health & Welfare Fund.

ARTICLE 31 – Shop Services, Building Rentals and Usage

31.01 When the scenic, paint, wardrobe, and/or prop shop services are contracted by other groups, companies, or individuals through the employer it is understood that the work taking place shall require Union members to be employed per this agreement.

31.02 When small, not-for-profit community groups wish to use the shop facilities for their theatrical needs, it is agreed that the employer shall only be required to employ one (1) Union member at head rate to assist each community group.

31.03 When a film or non-theatrical special event wishes to rent only the building, the Employer shall be required to employ one (1) Union member at head rate to oversee the shop facility during the rental and not assign the employee other projects or builds at the same time.

ARTICLE 32 – Seasonal Employees

32.01 All articles in this collective agreement that are not specifically covered under Article 32 shall also apply to seasonal employees even if the article only notes casual employees:

- a. Seasonal employees shall be hired directly by the Employer for the following positions per season:
 - i. One (1) Head Carpenter, plus one (1) Lead Carpenter
 - ii. One (1) Head of Properties plus one (1) Lead Property Master
 - iii. One (1) Head of Wardrobe plus one (1) Lead Wardrobe
 - iv. One (1) Master Cutter
 - v. One (1) Head Scenic Artist plus one (1) Lead Scenic Artist.
- b. Each season, the Employer agrees to notify the Union and post all openings for a duration of at least two (2) weeks at least thirty (30) days prior to the first day of the season each year. The Employer shall post notice of the vacancy in the Employer's offices, on all bulletin boards, and if desired by any electronic means to all employees. The posting shall include: the nature of position, qualifications (based on the staff categories), required knowledge, education, skills, hours of work, wage/salary, minimum number of hours (as outlined in 32.1.f), and production start and end dates.
- c. The following factors shall receive consideration when filling posted vacancies: qualifications, required knowledge, education, and skills. When these factors are equal among applicants for the vacancy, an existing employee having the greatest seniority or years of service shall receive preference. All determinations of qualifications, experience, skill and ability for these positions shall be made by the Employer.
- d. The Employer agrees to give preference to current local Union members. However, where there are no suitable applicants, the Employer shall then be able to consider applications from the Permittees of the Local. If there are still no suitable applicants, the Employer may then recruit from outside. The Employer shall notify the Union in advance of needing to hire Permittees and/or from outside.
- e. Seasonal employees shall be hired for a production season of July 1 to June 30.
- f. A guaranteed minimum number of hours for the entire season shall be mutually agreed to by the Union and the Employer on or before May 15 of each year. Hours of work and overtime shall be as defined under Articles- 23 and 25.
- g. Seasonal employees will have a minimum of fourteen (14) days notice of the commencement of work on a production.
- h. Seasonal employees will be offered the first right of refusal in their seasonal position for work in excess of the agreed upon initial annual posting.
- i. No seasonal employee who refuses work in excess of the agreed upon initial annual posting shall be discriminated against in regards to future employment.

- j. Extras of the above listed positions shall only be called as casual employees if the same seasonal positions are already filled. Equally, the positions noted above must be staffed before calling junior casual positions in the same department.

32.02 Layoff & Recall

- a. In the event that the Employer determines it necessary to lay-off employees due to a lack of work, the following shall apply:
 - i. During a layoff, the employee will not be hired as a casual employee under the provisions contained elsewhere in this agreement as a way of circumventing the Employer's obligations with regards to benefits.
 - ii. Should it be shown that a seasonal employee being laid off under this Article, works a period of four (4) consecutive weeks at twenty-five (25) or more hours per week, that employee shall be reinstated to their previous position and compensated of all hours lost as a result of the layoff.
 - iii. Seasonal employees shall receive a minimum of two (2) calendar weeks notice. Employees who have completed three (3) continuous seasonal years of service shall receive additional notice of one (1) calendar week for each additional year of service to a maximum of six (6) weeks. Failure to notify shall result in equivalent compensation in pay.
 - iv. Employees will be laid-off in reverse order of seniority within their department provided the remaining employees have the skill and ability to perform the remaining work or as mutually agreed between the Union and the Employer.
 - v. Employees will be rehired in order of seniority provided the remaining employees have the skill and ability to perform the remaining work or as mutually agreed between the Union and the Employer.
 - vi. It is understood that employees under layoff may not be available to the Employer on an incidental or temporary basis. No employee shall be disciplined or suffer discrimination for seeking alternative employment during a layoff.
 - vii. On top of the requirements noted above, the minimum number of hours agreed to in 32.01 shall be paid in order to layoff a seasonal employee.
- b. By mutual agreement between the Employer and the Union, an employee may take time off work in lieu of remuneration for overtime. In such a case the time off shall be calculated in the same manner as the rates of pay; banked overtime shall not be carried over into the next calendar year or past the end of a production season.
- c. Vacation and Holiday pay for seasonal employees shall be defined under Article 26.

32.03 Sick Leave

- a. The seasonal sick leave entitlement shall be either five (5) days or one (1) day per two hundred (200) hours worked; whichever is greater. Each additional sick day shall be added to the entitlement on the first hour worked of each two hundred (200) hour period.
- b. Sick leave is defined, as a period of time an employee is absent from work with full pay by virtue of being sick or disabled or under the examination or treatment of a physician, chiropractor or dentist or because of an accident for which compensation is not payable under Worksafe.
- c. Employees will notify the Employer as promptly as possible of any absence from duty because of illness or injury and employees will be expected to notify the Employer prior to their return. The Employer reserves the right to require satisfactory proof of illness or injury before any sick leave is granted.
- d. When no person other than the employee is available to provide for the needs during illness or injury of a dependent child/step-child, spouse (including common law) or parent, the employee, upon prior approval by the Employer, shall be entitled to use a maximum of five (5) paid sick leave of absence days per season for this purpose.
- e. No cash payment for unused sick leave will be paid to any employee.
- f. In the event of serious illness or bereavement, a seasonal employee shall be entitled to a maximum of four (4) working days with pay for compassionate leave with regards to their immediate family. The immediate family shall include the father, mother, brothers, sisters, spouse (including common law), children, step-children, aunts and uncles, in-law parents, in-law brothers and sisters, grandparents and grandchildren of an employee.

32.04 Benefits

In lieu of extended health benefits, the Employer shall pay seasonal employees in addition to their normal wages/salary four percent (4%) of gross wages earned.

Article 33 Travel

33.01 Distant Location: When housed overnight or longer, at a location outside of the Capital Regional District, the Employee shall receive a minimum of (8) hours pay per work and/or travel a day at the applicable wage scale.

33.02 In addition to the applicable wage scale, all necessary lodging expenses (lodging to be single occupancy equal to the Canadian Automobile Association (CAA) standards where reasonably available) plus approved per diem and transportation expenses, to, from, and while on the job. The Employer will notify the Union prior to such travel.

33.03 Travel Insurance: The Employer shall provide travel insurance for Employees required to travel out of province at the request of the Employer, and will provide the Certificate of Insurance to the Employee prior to travel. Insurance Coverage to include:

- a) Emergency Medical Insurance
- b) Flight & Travel Accident Insurance
- c) Cancellation and Interruption Insurance
- d) Baggage & Personal Effects Insurance

33.04 Should the Employer require an employee to travel outside of Canada, the Employer will apply for and pay for any appropriate work documents, visas, etc. as required by the country to which they are traveling.

In witness whereof these two parties have set their hands this _____ day of _____, 2017.

For Pacific Opera Victoria:

For IATSE Local 168:

APPENDIX A – Rates of Remuneration

<u>Set Construction</u>	<u>Current</u>	<u>Bump</u>	<u>July 1, 2017</u>	<u>July 1, 2018</u>	<u>July 1, 2019</u>
		<u>2%</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>
Head Carpenter*	\$28.62	\$29.19	\$29.77	\$30.36	\$30.97
Lead Carpenter	\$27.19	\$27.73	\$28.28	\$28.85	\$29.43
Scenic Carpenter	\$24.91		\$25.41	\$25.92	\$26.44
Carpenter's Assistant	\$23.23		\$23.69	\$24.16	\$24.64
Set Wireman	\$27.19		\$27.73	\$28.28	\$28.85
Welder	\$27.19		\$27.73	\$28.28	\$28.85
<u>Props</u>					
Head of Properties*	\$28.62	\$29.19	\$29.77	\$30.36	\$30.97
Lead Property Master	\$27.19	\$27.73	\$28.28	\$28.85	\$29.43
Props Builder	\$24.91		\$25.41	\$25.92	\$26.44
<u>Wardrobe</u>					
Head of Wardrobe*	\$28.62	\$29.19	\$29.77	\$30.36	\$30.97
Master Cutter	\$28.62	\$29.19	\$29.77	\$30.36	\$30.97

	<u>Current</u>	<u>Bump</u>	<u>July 1, 2017</u>	<u>July 1, 2018</u>	<u>July 1, 2019</u>
		<u>2%</u>	<u>2%</u>	<u>2%</u>	2%
Lead Wardrobe	\$27.19	\$27.73	\$28.28	\$28.85	\$29.43
Buyer / Dyer / Milliner / Cutter	\$27.19		\$27.73	\$28.28	\$28.85
Stitcher / Tailor	\$24.91		\$25.41	\$25.92	\$26.44
Wardrobe Assistant	\$23.23		\$23.69	\$24.16	\$24.64

Wigs/Hair and Makeup

Hairstylist / Wigs Coordinator*	\$28.62	\$29.19	\$29.77	\$30.36	\$30.97
Assistant Hairstylist / Assistant Wigs	\$27.19		\$27.73	\$28.28	\$28.85
Makeup Artist*	\$28.62	\$29.19	\$29.77	\$30.36	\$30.97
Assistant Makeup Artist	\$27.19		\$27.73	\$28.28	\$28.85

Paint

Head Scenic Artist*	\$28.62	\$29.19	\$29.77	\$30.36	\$30.97
Lead Scenic Artist	\$27.19	\$27.73	\$28.28	\$28.85	\$29.43
Scenic Artist			\$25.41	\$25.92	\$26.44
Scenic Painter	\$23.23		\$23.69	\$24.16	\$24.64

	<u>Current</u>	<u>July 1, 2017</u>	<u>July 1 2018</u>	<u>July 1 2019</u>
<u>General</u>		<u>2%</u>	<u>2%</u>	<u>2%</u>
Labourer/Grip	\$21.58	\$22.01	\$22.45	\$22.90
Loader	\$23.23	\$23.69	\$24.16	\$24.64
Driver*	\$24.91	\$25.41	\$25.92	\$26.44
First Aid (added to position rate)	\$1.00	\$0.50	\$0.50	\$0.50

*** Denotes Department Head**

Running Crew The following rates would apply to the technical running crew for any performance at a venue which does not have an agreement with the union.

Department Head	\$28.62	\$29.19	\$29.77	\$30.36
Operator / Fork Lift	\$24.91	\$25.41	\$25.92	\$26.44
Grip	\$23.23	\$23.69	\$24.16	\$24.64

APPENDIX B – Staff Categories

Set Construction

Head Carpenter

The duties of the Head Carpenter shall include, but not be limited to the co-ordination of the Set Construction Department and the manufacture of all scenic elements as specified in the designs. The Head Carpenter is responsible for disbursement of the assigned budget and delegation of work required for the efficient operation of the Department. They shall produce construction drawings for all scenery; liaise with designers regarding details and finishing techniques as specified in the designs, liaise with other departments to coordinate and accomplish the timely completion of finishing techniques. They shall be responsible for the care and maintenance of shop equipment, ensure that all scenery is constructed and rigged to ensure safe installation and use at the performance venue. They shall plan and manage pack, load in, load out, and onstage set notes.

Lead Carpenter

The duties of the Lead Carpenter shall include, but not be limited to the construction and manufacturing of all scenic elements related to the production while overseeing carpentry crew and maintaining construction techniques and standards as deemed appropriate by the Head Carpenter. They must also be able to assume all responsibilities in the absence of the Head Carpenter.

Scenic Carpenter

The duties of the Scenic Carpenter shall include, but not be limited to constructing and manufacturing all scenic elements related to the production without direct supervision, as assigned by the Head Carpenter. The Scenic Carpenter should have a working knowledge of basic wood working tools including, but not limited to table saws, mitre saws, hand tools, and be able to read and understand construction drawings.

Carpenter's Assistant

The Carpenters Assistant duties are to assist a senior level carpenter in the construction of scenic elements and to perform basic tasks deemed appropriate by the Head Carpenter/ Lead Hand Carpenter.

Set Wireperson

The Set Wireperson shall be responsible for all practical set wiring prior to the arrival at a venue. This shall include the pre-wiring of all stage scenery, sets, parts, and props with extensive electrical requirements.

Welder

The duties of the Welder shall include, but not be limited to the welding and fabrication of detailed metal scenic elements. It is understood that minor metal fabrication/welding that includes fabricating simple hangers/fasteners, or cutting and assembling pipe and key clamp structures shall not require a welder if of limited scale.

Props**Head of Properties**

The duties of the Head of Properties shall include, but not be limited to the co-ordination of the Props Department, the procurement and creation of all properties, furniture, set decoration, and lighting fixtures. The Head of Properties is responsible for the disbursement of assigned budgets and delegation of work required for the efficient operation of the Department. They shall research the historical period of said props; repair and return props to original condition; coordinate all necessary permits to convey restricted weapons; co-ordinate with the Costume Department the required accessories. They will plan and manage pack, load in, load out, and onstage props notes.

Lead Property Master

The duties of the Lead Property Master shall include, but not be limited to the building and procuring of stage properties, furniture and set decoration without supervision; the maintenance, construction and finishing standards as deemed appropriate by the Head of Properties. They must also be able to assume all responsibilities in the absence of the Head of Properties.

Props Builder

To assist senior Property employees in the construction of properties and perform basic duties deemed appropriate by the Head of Properties.

Wardrobe**Head of Wardrobe**

Head of Wardrobe duties shall include, but not be limited to the co-ordination of the Wardrobe Department and the procurement and manufacturing of all costumes and accessories. They are responsible for the disbursement of assigned budgets and delegation of work required for the efficient operation of the Department. Head of Wardrobe will be responsible for costume research; organization of work and storage areas and management of costume inventory, shop supplies and equipment; they will co-ordinate the scheduling of fittings; arrange for the rental, maintenance, and replacement of costumes; act as principal shopper or buyer in close association with the Costume Designer. They will also plan and manage pack, load in, load out, and onstage wardrobe notes.

Master Cutter

The Master Cutter's duties shall include, but not be limited to the scheduling and coordination of all cutting and construction. They are responsible for fabricating patterns, research, cutting, fitting and supervision of the construction of costumes from specific designs and/or sketches provided by the Costume Designer or designate. The Master Cutter determines yardage and trims for costumes and will assist in selecting materials.

Lead Wardrobe

The duties of the Lead Hand Wardrobe shall include, but not be limited to the procurement and manufacture of all costumes and accessories without direct supervision, and the maintenance of construction and finishing standards as deemed appropriate by the Head Wardrobe. They shall have advanced sewing skills and a working knowledge of wardrobe equipment and tools plus must also be able to cut, sew, alter and fit costumes, distress fabrics, maintain, launder, and finish wardrobe pieces. They shall also accomplish buying, shopping and returns, assist with research and be able to assume all responsibilities in the absence of the Head Wardrobe.

Cutter

The Cutter is responsible for fabricating patterns, research, cutting, fitting, and supervision of the construction of costumes from specific design and/or sketches provided by the Costume Designer or designate.

Stitcher / Tailor

The Stitcher / Tailor shall have advanced sewing skills and working knowledge of wardrobe equipment and tools plus be able to work without direct supervision. The Stitcher / Tailor will be able to sew, alter, and finish wardrobe pieces.

Buyer

Under the supervision of the Head Wardrobe, the Buyer is responsible for the purchase of materials and costumes; establishes and maintains good relationships with vendors, returns unused clothing in a professional and timely manner; maintains accounting records for all petty cash and/or purchase orders. Valid driver's license required for this position.

Dyers

Duties include dyes, paints, and ability to distresses fabric and costume garments as designed by the Costume Designer. They shall work under the supervision of the Head Wardrobe.

Milliner

Is responsible for the construction and trimming of all hats used on a production. They shall work under the supervision of the Costume Designer and Head Wardrobe.

Wardrobe Assistant

The wardrobe Assistant's duties are to assist senior level wardrobe employees in the construction of wardrobe elements and to perform basic tasks deemed appropriate by the Head Wardrobe, Assistant Head Wardrobe, and/or Master Cutter.

Wigs/Hair and Makeup

Hairstylist/ Wigs Coordinator

The duties of the Hairstylist/ Wigs Coordinator shall include, but not be limited to the coordination, creation and procurement of all hair and wig pieces for a production. They are responsible for the disbursement of assigned budgets and delegation of work required for the efficient operation of the Department. The Hairstylist/Wigs Coordinator will liaise with the Costume designer and Head Wardrobe. They will be responsible for the styling and maintenance of wigs and hair pieces; and the cutting, styling and colouring of artist's hair.

Assistant Hairstylist/ Assistant Wigs

Can style and maintain wigs and hair without direct supervision. They must also be able to assume all responsibilities in the absence of the Hairstylist/Wigs Coordinator.

Makeup Artist

The duties of the Makeup Artist shall include, but not be limited to the coordination of Makeup elements for the production as specified by the costume design. The Makeup Artist is responsible for the disbursement of assigned budgets and delegation of work required for the efficient operation of the Department. They will be responsible for the application, maintenance, alteration and removal of all facial/body makeup required by the production and the purchase of all necessary materials and equipment. The Makeup Artist shall also be responsible for any makeup special effects and theatrical prosthetics.

Assistant Makeup Artist

Can apply and style all makeup requirements without direct supervision. They must also be able to assume all responsibilities in the absence of the Makeup Artist.

Paint

Head Scenic Artist

The duties of the Head Scenic Artist shall include, but not be limited to, the co-ordination of the Scenic Art Department, paint and produce specialty finishes such as marble, wood grain, ageing, breakdown, and other faux finishes on all scenic elements, backdrops, and floor-cloths. The head Scenic Artist is responsible for the disbursement of the assigned budget and delegation of work required for the efficient operation of the Department. They shall work with the Technical Director to cost scenic art elements; research historical periods; create texture and colour samples; liaise with designers regarding finishing techniques; purchase paint and supplies; be responsible for the care and maintenance of paint shop and paint equipment; plan and manage onstage paint notes.

Lead Scenic Artist

The Lead Scenic Artist works in coordination with the Head Scenic Artist to paint and produce specialty finishes such as marble, wood grain, aging, breakdown, and other faux finishes. They must be able to execute painting of a pictorial nature on any scale including backdrops and cutouts. They must also be able to assume all responsibilities in the absence of the Head Scenic Artist.

Scenic Artist

The scenic artist works in coordination with the Head and Lead Scenic Artists to paint and produce specialty finishes such as marble, wood graining, aging, breakdown, and other faux finishes. They must be able to execute painting of a pictorial nature on any scale including backdrops and cutouts.

Painter

The duties of the Painter shall be to carry out, without direct supervision and to the satisfaction of the Head Scenic Artist, sanding, filling, sealing, priming, undercoating, spray painting, painting and varnishing of sets, props, and other related scenic elements.

General**Labourer/Grip**

The duties of the Labourer/Grip are the movement of tools, supplies, and materials, and keeping the work site and tools in a clean, organized condition as required by the department and under the direction of the Department Head.

Loader

The duties of the Loader include but are not limited to loading and unloading equipment, scenery, wardrobe, and props from trucks under the direction of a Department Head. Loaders may also move items within the shop or venue as required. In order to report to this position, the Loader is required to wear steel toed boots and be able to repeatedly lift items of substantial weight.

Driver

The Driver will be responsible for driving production vehicles as required by the Employer. A Driver shall be fully confident and comfortable driving the specified vehicle prior to accepting the position. They shall also carry out the tasks and duties of a Loader when not driving.

Pyrotechnician

The Pyrotechnician will be required to have the applicable federal license as issued by the Explosives Branch of the Government of Canada. They are responsible for the safe storage, fabrication, handling, and functioning of pyrotechnics and pyrotechnic devices. The Pyrotechnician who authorizes the discharge of pyrotechnics will assume all responsibility under their license. The Pyrotechnician will be present for all usages of pyrotechnics in the Pacific Opera of Victoria rehearsals and performances.

APPENDIX C – DEFINITIONS

CALL:

A general term which describes a casual employee's work schedule. The word call may apply to a shift or series of shifts, a day or part thereof, or a series of days or parts thereof as assigned to casual employees hired under the provisions of this agreement.

SHIFT:

A period of work which is unbroken except by a fifteen (15) minute rest period or a meal break.