

**Collective Agreement**

**Between**

**Intrepid Theatre Company Society**

**INTREPID  
THEATRE**

**BE BRAVE.**

**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**



**From January 1, 2019 to December 31, 2021**

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## **Preamble**

### **Mandate:**

*To educate and enhance the public's awareness and aesthetic appreciation of contemporary and progressive styles of modern theatre by encouraging, developing, and producing new and/or experimental works for public performance, and by coordinating and producing an annual public Fringe Theatre Festival in Victoria.*

### **Mission Statement:**

*To enhance the experience of live theatre in Victoria.*

### **Core Values**

Intrepid Theatre Company Society (ITCS) was founded in 1986 to produce the Victoria Fringe Theatre Festival. ITCS has grown to become the major hub for independent theatre in Victoria, providing venues, accessibility, residencies, resources, mentorship, community cabarets, networking, new work development programs for emerging and early career artists, and connection to contemporary alternative theatre nationally and internationally.

An artist-driven organisation, ITCS identifies and fills gaps in its regional arts ecology, serving the needs of a diverse range of artists and audiences in building an innovative, inclusive, and healthy theatre community reflective of the demographics of its region. ITCS supports, nurtures and promotes new home-grown work and artists, develops the next generation of arts organisers and leaders, brings remarkable touring work to Victoria for the first time, and introduces cutting edge, culturally diverse contemporary theatre makers and companies to local audiences and artists.

Community engagement is an integral part of ITCS. The organisation is dedicated to supporting the community in many ways – including Pay What You Can tickets, Queer Youth & Youth Outreach tickets, and is dedicated to, in general, keeping ticket prices low and accessible to the community.

### **The Victoria Fringe Festival**

The Victoria Fringe is a grassroots festival that is unique – both artistically and financially – in that it is unjuried and uncensored, returns 100% of all ticket revenue to participating artists, provides opportunities to emerging artists and is made possible by the extensive use of volunteers in all areas of operations.

### **Venues and role in the community**

ITCS' venues, the Metro Studio Theatre and the Intrepid Theatre Club, enable the organization to fulfill its mandate and provide opportunities for the development of local artists and audiences. In addition to its programmed festivals and productions, ITCS is home to guest companies, non-professional community groups, schools, independent arts organisations, artist collectives and festivals, who rent the theatre at subsidized rates and whose operation wouldn't be possible without access to the small, affordable, flexible and unique performance spaces these venues provide. ITCS works within a variety of partnership models in response to the needs of the community in order to fulfill its mandate and create opportunities for artists and independent theatre companies/collectives. Every guest company and production ITCS welcomes into its venues is about more than merely renting a space, it's about building a relationship with new artists and nurturing independent theatre in Victoria.

The terms and spirit of this agreement must support the mission and mandate of ITCS, in keeping with its artistic vision and ongoing activities.

## ARTICLE 1 - General Purpose

- 1.01 ITCS and the Union hereby agree that it is to their mutual interest to establish and maintain a relationship of goodwill, stability and respect between ITCS and the Stage Employees represented by the Union.
- 1.02 The general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours of work and wages, and the prompt and equitable disposition of grievances for both parties, subject to the provisions of this Agreement.
- 1.03 This Agreement shall constitute the wages and working conditions for the Stage Employees in the bargaining unit as set forth in the BC Labour Relations Board certification as of September 28, 2017.
- 1.04 All of the terms and conditions of this Agreement shall apply equally to all employees without discrimination as to gender, sexual orientation, ethnicity, age or religion as defined by the BC Human Rights Code.
- 1.05 Any article of this Agreement that is deemed by both ITCS 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.

## ARTICLE 2 - Recognition and Scope

- 2.01 ITCS recognizes the Union as the sole collective bargaining agent for all Stage Employees working on activities under the scope of this Agreement pursuant to the BCLRB Certification as of September 28, 2017:

“stage technical employees including but not limited to, those employed in set-up, run and take-out events, including, but not limited to, stage carpenters and assistants, fly operators and assistant carpenter grips and car and truck loaders; stage electricians and assistants, lighting technicians, projectionists and grips; property handlers, assistant and grips, high riggers and ground riggers at and from 2-1609 Blanshard Street, Victoria, BC”
- 2.02 The jurisdiction of the Union under this Agreement extends only as expressly stated in this Agreement and no jurisdiction that is not expressly stated in this Agreement shall be implied.
- 2.03 There are **three** categories of Stage Employees covered by this Agreement:
  - i. **Lead Venue Technician** is a Stage Employee who is hired by ITCS for a guaranteed minimum number of hours per season who primarily works at the Metro Studio Theatre as the lead technician for venue rentals, ITCS curated festivals and presentations, and the Victoria Fringe Festival. See Appendix E for further details.
  - ii. **Venue Technicians** are Stage Employees who are hired on an occasional basis when required, to work as a lead technician for ITCS’ curated festivals and presentations, or for the Victoria Fringe Festival, in venues other than the Metro Studio Theatre. A Venue Technician may be hired by ITCS to replace the Lead Venue Technician when required.

- iii. **Casual Stage Employees** are Stage Employees who are hired on an occasional and irregular basis when required and with no reference to a guaranteed number of hours or weeks.
- 2.04 Nothing in this Agreement precludes or limits the right of ITCS management and staff to work in the facilities and to make minimal use of theatrical equipment in any venue. Such use will include activities such as, but not limited to:
- i. Activities requiring only minimal set up or take down
  - ii. Rehearsals, workshops, and outreach programs
  - iii. New work development and play readings
  - iv. Meetings, receptions, donor events, lectures, auditions
  - v. Training and educational activities
  - vi. Facility maintenance and repairs
  - vii. Scenery or props construction outside of any performance venue
  - viii. Facility tours
  - ix. Minor maintenance and repairs of theatrical equipment
- 2.05 Nothing in this Agreement precludes or limits the rights of ITCS management and staff from performing the same tasks as the Stage Employees in meeting their respective job responsibilities, to the extent that this has been past practice, and without limit in the following cases:
- i. Emergency
  - ii. When a Stage Employee requests and/or requires assistance
  - iii. For immediate safety reasons
  - iv. For supervisory or training purposes
- 2.06 The Intrepid Theatre Club venue is a community use space, which as per past practice, is provided by ITCS to emerging and independent artists, who are solely responsible for access, use, and management of the Intrepid Theatre Club venue during the agreed term of use. This venue is excluded from this agreement except for when ITCS, and/or its subsidiaries, is the producer of record for events undertaken in the Intrepid Theatre Club venue. ITCS' artist-initiated new work/creation programs (such as the YOU Show, commissions and residencies) will be excluded from this agreement.
- 2.07 Notwithstanding anything above in 2.06, this clause does not alter the Union's rights as the bargaining unit for work produced by ITCS.
- 2.08 ITCS has the right, in its sole discretion, to assign Stage Employees to perform work that does not fall within the scope of the Agreement as herein defined. While so employed, the assigned Stage Employee shall be entitled to be paid the wages and benefits provided in this Agreement. However, such assignment of bargaining unit members shall neither extend nor otherwise change the scope of the Union's bargaining rights under this Agreement, nor change the Jurisdiction of the Union herein.

- 2.09 Nothing in this Agreement shall be interpreted to prevent or preclude the participation of a supervisory designer, or specialized employee of an equipment supplier in the installation, adjustment, or operation of specialized equipment including, but not limited to, any theatrical scenery, properties, rigging apparatus, electrical effects, sound equipment, projecting apparatus, P.A. systems, specialized computer, IT, or AV equipment, pyrotechnics and other special effects.
- 2.10 Persons who are not members of the bargaining unit shall, at the discretion of ITCS management, be permitted to operate sound, lights, and/or multi-media effects to the extent that such operation is part of past practice and provided that members of the bargaining unit shall not be displaced.
- 2.11 In the event that ITCS is bound by a Fringe or other venue rental, license, or lease agreement to use that venue's employees for stage technical work, ITCS shall inform the Union no less than thirty (30) days prior to the commencement of the event.

ITCS and the Union agree that the terms of this Agreement do not apply to any positions supplied by a venue as a requirement of such a rental, license, or lease agreement. See Appendix D for further details.

### **ARTICLE 3 - Union Security**

- 3.01 Every employee coming within the scope of this Agreement, as a condition of employment, shall be or shall become and shall remain a member in good standing of the Union except as otherwise provided for in this Agreement.
- 3.02 Subject to the exceptions in Articles 2, all work falling within the jurisdiction of the Union shall be performed exclusively by members of the bargaining unit.
- 3.03 Notwithstanding the terms of Article 3.01 and 3.02, in the event the Union is unable to supply sufficient labour, ITCS may obtain help elsewhere.
- 3.04 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 ITCS.
- 3.05 All official communication between ITCS and the Union shall be directed through the Secretary-Treasurer or designated official of the Union utilizing the Union's official mailing address, and to the Executive Director or designated official of ITCS utilizing ITCS' official mailing address.
- 3.06 No employee shall be required or permitted to make a written or verbal agreement with ITCS which may conflict with the terms of this Agreement.
- 3.07 Stewards
- i. Stewards shall be recognized in all venues covered by this Agreement, and shall not be discriminated against. ITCS shall be notified by the Union of the name or names of such stewards.
  - ii. It is understood that stewards, with the approval of ITCS, shall be permitted without loss of pay, to leave their regular duties for a period not to exceed an hour, in order to investigate and settle complaints if possible. Approval shall not be unreasonably withheld.

## **ARTICLE 4 - Dues Deductions**

- 4.01 ITCS shall deduct from the wages of each employee and shall remit to the Union by the tenth (10) day of the following months (April, July, October, January) following the deduction such Union dues and assessments as may be prescribed from time to time by the Union. This quarterly remittance statement shall contain the names of the Stage Employees for whom the Union dues deductions were made, gross salary, and the amount of each deduction made under this Article in respect to the preceding months.

## **ARTICLE 5 - Union Insignia**

- 5.01 Where mutually agreed, ITCS will allow the IATSE Local 168 insignia to be placed in public locations within venues serviced by Union Stage Employees of ITCS. It is agreed that the insignia will remain the property of the Union and shall be 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 ITCS or the Union.
- 5.02 ITCS 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 or projection ITCS shall do so in a mutually acceptable format. The Union shall provide "camera ready" copy for any such display.
- 5.03 Where recognition of any other unions or professional organizations (such as The Actor's Equity Association, The American Federation of Musicians or The Associated Designers of Canada) is displayed on the premises of ITCS or the performance venue, ITCS shall likewise recognize the Union In a manner mutually acceptable to ITCS and the Union. The display shall be supplied by the Union.

## **ARTICLE 6 - Union Right of Entry**

- 6.01 An authorized representative or representatives of the Union accompanied by ITCS, if available, shall be permitted by ITCS, upon prior notification, 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 in progress.

## **ARTICLE 7 - Management Rights**

- 7.01 The Union acknowledges that the management and direction of Stage Employees in the bargaining unit is retained by ITCS, except as this Agreement otherwise specifies.
- 7.02 ITCS will provide job descriptions to the Union upon request.
- 7.03 ITCS may make rules and regulations governing the work environment and conduct of Stage Employees, however such rules and regulations shall not be inconsistent with the terms of this Agreement and shall apply equally to all employees under ITCS' control.

## **ARTICLE 8 - Non-Departmental**

- 8.01 Stage Employees employed under this Agreement shall work as directed by ITCS Management without regards to department.

## **ARTICLE 9 - Ancillary Positions**

- 9.01 The Union accepts that Stage Managers and their assistants/apprentices may have the responsibility for all stage properties which shall include furniture.
- 9.02 The Union accepts that Stage Managers and their assistants/apprentices are permitted to be involved in running a show. Other than handling of properties and furniture, a limited number of other tasks may be performed after consultation with the relevant Lead or Venue Technician.
- 9.03 The Union accepts that volunteers are permitted to work with Stage Employees to execute festival work, in accordance with past practice.
- 9.04 The Union accepts that artists and their crew are permitted to set up and strike set pieces, properties, and specialized equipment belonging to said artists and their crew, in accordance with past practice.
- 9.05 The Union accepts that ITCS, and its rental clients and their crew are permitted to set up and strike set pieces, properties, and specialized equipment belonging to said artists and crew, in accordance with past practice.
- 9.06 ITCS recognizes that the provisions of Article 9 shall not be used to displace Stage Employees.

## **ARTICLE 10 - Emerging Technical Theatre Artists**

- 10.01 ITCS and the Union agree that it is important to foster diversity in the available workforce and arts community in Victoria. Should ITCS obtain funding specific to career development for emerging technicians who identify as underrepresented, ITCS and the Union agree that said employee is not required to be a Union member, and may be assigned work normally performed by Union members. Priority will be given to Union members that fit program criteria. An employee hired under this provision will work under the terms and conditions of this agreement, but shall not displace the Lead Venue Technician and will be limited to one employee at a time.
- 10.02 ITCS shall communicate the program requirements to the Union and shall hire such employees in consultation with the Union.
- 10.03 Hours in this program will accrue towards Union membership.

## **ARTICLE 11 - Conditions of Work**

- 11.01 The minimum work call for all Stage Employees shall be three (3) continuous hours, or what the Employment Standards Act states, whichever is greater, except
- i. When a call is solely for the purpose of a meeting or training, the minimum work call shall be two (2) hours.



- ii. A recall to work after a break of greater than three (3) hours shall constitute a new three (3) hour call.
- 11.02 A meal break of at least one half (0.5) hours duration, without pay, shall be given to Stage Employees after no more than five (5) hours of work, and no less than three (3). ITCS will provide an unpaid meal break of one (1) hour duration when circumstances permit.
- 11.03 There shall be a fifteen (15) minute paid relief break within each work period of three (3) or more hours. In the event that a relief break is not taken the time may be appended to the end of the day, but time appended may not cause further penalties.
- 11.04 ITCS shall notify a Stage Employee of a shift cancellation no later than twenty four (24) hours prior to the beginning of the cancelled shift. Should sufficient notice not be given in accordance herewith, the Stage Employee called shall be paid the minimum two (2) hours at the regular hourly rate.
  - i. If the cancellation is caused by *force majeure* including, but not limited to, natural phenomena, performer illness, power failure, strike or work stoppage, or other unforeseeable emergencies, and the Stage Employee is notified prior to reporting for work, no payment shall be required. In such cases the Union shall be notified at the earliest possible opportunity.
- 11.05 All work performed by the Stage Employee shall be paid at the Stage Employee's regular hourly rate except as provided below:
  - i. Stage Employees shall be compensated at the rate of one and one-half (1.5) times their regular hourly rate for work performed in excess of eight (8) and less than twelve (12) hours in a day.
  - ii. Stage Employees shall be compensated at the rate of two (2) times their regular hourly rate for work performed in excess of twelve (12) hours in a day.
  - iii. Stage Employees shall be compensated at the rate of one and one-half (1.5) times their regular hourly rate for work performed in excess of forty (40) hours in one (1) week. Only the first eight (8) hours worked each day shall be used to calculate total hours for weekly overtime.
  - iv. The work week shall begin Sunday at 5:00am and end on the following Sunday at 4:59am.
  - v. Stage Employees shall be scheduled a minimum 32 hours in a row free from work each week. In the event a Stage Employee works during this period, they shall be compensated at the rate of one and one-half (1.5) times their regular hourly rate.
  - vi. A turnaround break of a minimum of nine (9) hours shall be given to each Stage Employee between the conclusion of one day's work and the call to work the following day. In the event a Stage Employee is required to return to work before the nine (9) hour turnaround break elapses, they shall be compensated at the rate of one and one-half (1.5) times their regular hourly rate for time worked until the turnaround break of nine (9) hours elapses.
  - vii. All overtime must be authorized by ITCS Management or its designate.

11.06 Travel Time

If a Stage Employee, at the call of ITCS, completed a period of duty in any day and is recalled to duty by ITCS 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 Stage Employee shall be paid one (1) hour travel time at the applicable rate.

11.07 Where a call includes work on a performance, ITCS shall ensure Stage Employees are allowed sufficient work time prior to the commencement of the performance to adequately prepare to perform work on that performance.

11.08 Should a rolling ladder or rolling scaffolding need to be erected, used, lowered, or stored, a second employee will be engaged.

i. For work after midnight (12:00 AM) involving a ladder, fixed or rolling, ITCS shall ensure that a second employee shall be present.

ii. From time to time a Stage Employee may allow, at their discretion, another person they judge to be competent to assist with a rolling or fixed ladder.

11.09 Should a fixed scaffolding need to be erected, lowered, or stored, a second employee will be engaged.

11.10 Should ITCS require a Stage Employee to perform work in a higher paid classification, then that employee will be paid the higher rate for the entire shift. This shall not apply where the Stage Employee is replacing another employee for a short duration such as to cover a break.

## **ARTICLE 12 - Wages and Payroll**

12.01 The rates of remuneration set out in Appendix A of this agreement shall apply during the term of this agreement.

12.02 If timesheets have been properly submitted in accordance with ITCS policy, all Stage Employees shall be paid bi-monthly (on the 15<sup>th</sup> and the last day of each month). If either day falls on a weekend, payment shall be made the Friday prior. This period shall be known as the "pay period".

12.03 Stage Employees whose names and hours of work have not been submitted to ITCS in time to be paid on the payday of the pay period in which the work was performed, shall be paid on the payday of the next pay period, provided timesheets have been properly submitted prior to the deadline for the following pay period.

12.04 Time shall be calculated by the quarter (1/4) hour so that an employee shall be paid for a quarter (1/4) hour if any portion of a quarter (1/4) hour period is worked.

12.05 All wages shall be subject to all applicable federal and provincial statutory deductions, including Income Tax, Employment Insurance and the Canada Pension Plan.

12.06 Each Stage Employee shall be paid Vacation Pay at the rate of four percent (4%) of gross wages earned.

- 12.07 Each pay cheque shall include an itemized statement indicating time worked at straight time and overtime, rate of pay, benefit premiums and individual deductions. Payment is to be made, at the general office of ITCS by 16:00. Further, if a statutory holiday should fall on a payday, payment shall be made on the first preceding weekday. Stage Employees may elect to have their pay cheque mailed to an address they supply to ITCS. When ITCS is able to facilitate the process, Stage Employees may elect to have their pay deposited to a bank account designated by the employee.
- 12.08 Stage Employees shall be given all wages and statements as 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.

### **ARTICLE 13 - Statutory Holidays**

- 13.01 The following holidays shall be deemed Statutory Holidays for the purposes of this Agreement: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.
- 13.02 Statutory Holidays shall be deemed to commence at 12:01 am the day of the Statutory Holiday and terminate at midnight of the statutory holiday.
- 13.03 Statutory Holidays shall be paid in accordance with the Employment Standards Act of British Columbia.

### **ARTICLE 14 - Discipline**

- 14.01 ITCS may terminate the employment of any Stage Employee for just cause, at ITCS's sole discretion. ITCS shall inform the Stage Employee of the reason and proof of just cause at the time of termination, and shall notify the Union of the termination and its reason in writing, within one business day of termination. The burden of proof for just cause shall rest with ITCS. ITCS agrees to adopt the principles of progressive discipline. ITCS' Policies and Procedures for progressive discipline shall be provided to Stage Employees and the Union.
- 14.02 Subject to just cause, ITCS reserves the right to discipline, refuse to rehire, or demand replacement of any Stage Employee who is in the sole determination of ITCS, incompetent, unqualified, or unfit for work, following notification of the Union. Such action will be recorded on the Stage Employee's personnel file.
- 14.03 Stage Employees may, at ITCS' discretion, request the attendance of a Union representative at any discussion between the employee and supervisor that the employee believes will result in a discipline recommendation.
- 14.04 Employees shall have the right to review their personnel file at a time mutually agreeable with ITCS.

## **ARTICLE 15 - Layoff**

15.01 ITCS may lay off Stage Employees without compensation under the following circumstances:

- i. During weeks when programming is disrupted due to renovations, construction, relocation, or any other ITCS-initiated activity that disrupts the ability to program. Where programming is disrupted due to a ITCS-initiated activity, ITCS will make best efforts to inform the Union and the affected Stage Employees with not less than thirty (30) days' notice in writing.
- ii. During any weeks when programming is disrupted as a result of circumstances beyond the control of ITCS. Without limiting the generality of the foregoing, this includes: disruption to services required to operate the building (such as loss of electrical or plumbing service); loss of access to the premises; cancellation of a production or performance(s) due to death, illness, or injury. In such case, notice shall not be required, and ITCS will inform the Union as soon as reasonably possible.

## **ARTICLE 16 - Health and Safety**

16.01 ITCS shall carry all WorkSafeBC insurance coverage as is required by law.

It is agreed ITCS and the Union shall fully cooperate and ensure compliance with safety rules and practices. ITCS and the Union recognize the shared responsibility upon ITCS, Union and each individual by WorkSafeBC and applicable legislation.

16.02 Stage Employees shall inform the Production Manager, or Management designate, of ITCS immediately of any potential or actual violation of any safe working procedures in connection with work performed under this Agreement. Employees shall not be required to work under unsafe conditions and shall not be required to work in any unsafe location without adequate safety equipment. All dangerous situations are to be avoided and other work shall continue while the situation is resolved.

16.03 The use of cellular phones and other personal electronic devices during work periods is prohibited, with the exception of company-related work or business communications. Cellular phones and other personal electronic devices shall not be used under any circumstances when performing work at heights or at any other time when a lapse of attention may constitute a safety hazard.

16.04 A Joint Health and Safety Committee shall be established in accordance with WorkSafeBC requirements to identify and help resolve health and safety issues in the workplace. Meetings will be held in accordance with the requirements of the Act during working hours.

16.05 A Stage Employee having to cease work due to an injury covered by WorkSafeBC shall be paid at the applicable straight time rate up to the end of the day for which the employee was called.

## **ARTICLE 17 - Tools and Dress**

17.01 ITCS requires each Stage Employee shall be responsible for supplying the minimum tool kit required by the Union for its membership, in order to perform the work for which they are employed. All tools shall be in the Stage Employee's possession and in good condition each time they report for work. Failure to do so may cause ITCS to replace the Stage Employee without remuneration.

- 17.02 If a Stage Employee chooses to supply tools other than the basic hand tool kit, the Stage Employee shall insure those tools against loss while on ITCS's premises or in a venue which is under the care and control of ITCS.
- 17.03 It is understood that clothing appropriate to the work (set up, tear down, or in the case of show calls, black show running attire appropriate to the event) is considered among the minimum tools for all Stage Employees.

## **ARTICLE 18 - Workplace Harassment and Discrimination**

- 18.01 ITCS is committed to a healthy, respectful, inclusive, harassment and discrimination-free work environment for all individuals. ITCS builds and promotes a climate of understanding and mutual respect where all individuals are equal in dignity and rights. Under WorkSafeBC and the BC Human Rights Code, every person has the right to be free from harassment and discrimination. Harassment in any form shall not be tolerated. ITCS' existing policy is intended to prevent harassment and discrimination, and to deal quickly and effectively with any incident that may occur.
- 18.02 ITCS will ensure the policy will be distributed to employees and renters in writing.

## **ARTICLE 19 - Strike and Lockout**

- 19.01 During the term of this Agreement, ITCS shall not lock out any employee and no employee shall strike and the Union shall not declare or authorize a strike of the Stage Employees.
- 19.02 An employee covered by this Agreement shall have the right to refuse to cross a legally established picket line and/or refuse to do the work of striking or locked out Stage Employees.

## **ARTICLE 20 - Union/Management Committee**

- 20.01 A Union-Management Committee shall be established consisting of two representatives appointed by the Union and two representatives appointed by ITCS.
- 20.02 The purpose of the Committee is to facilitate a meaningful exchange of ideas and information on matters of mutual interest. It is agreed that specific grievances shall not be discussed.
- 20.03 The Committee shall meet quarterly, or more frequently by mutual agreement. The Parties agree to identify agenda items and circulate to the other members at least three days in advance of each meeting.
- 20.04 Union representatives attending such Committee meetings shall continue to be paid.

## **ARTICLE 21 - Grievance and Arbitration**

- 21.01 All differences between the Union and ITCS 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. Any grievance that may arise shall first be discussed between the employee and their supervisor in an attempt to resolve the matter.

Step 1: In the event that the matter is not satisfactorily resolved, it shall be discussed between a duly authorized representative of the Union and a duly authorized representative of ITCS within ten (10) business days of the incident.

Step 2: If no settlement is reached at Step 1 within seventy-two (72) hours, the circumstances giving rise to the grievance shall be put in writing and sent to ITCS and the Union who shall each appoint a senior representative(s) who shall meet as soon as possible in an earnest effort to resolve the grievance. If no settlement is reached between them in ten (10) business days, they may refer the difference to a single arbitrator whose decision shall be final and binding on all persons bound by this Agreement

Step 3: If the Union and ITCS cannot agree on a single arbitrator within five (5) business days either party may request the Collective Bargaining Arbitration Branch for the Province of BC to appoint a single arbitrator.

- 21.02 The time limits as set out in the Grievance Procedure may be varied by mutual consent of ITCS and the Union.
- 21.03 The costs of the Arbitrator shall be shared equally by both parties and each party shall be responsible for expenses incurred to prepare and present their case before the Arbitrator. Where determined by the arbitrator that either party is acting in a frivolous manner, then costs shall be borne as determined by the arbitrator.

## **ARTICLE 22 - Seniority**

- 22.01 ITCS Roster seniority for the purposes of this Agreement shall be determined from the first day of employment with ITCS. The ITCS Roster at the time of certification, listed by seniority, is attached as Appendix B. Employees shall remain members of the Roster, and retain seniority, until retirement or as advised by the Union.

## **ARTICLE 23 - Hiring Procedures for Lead Venue Technician and Venue Technicians**

- 23.01 The Management of ITCS shall have the sole right to select and hire the Lead Venue Technician and Venue Technicians.
- 23.02 Hiring of Lead Venue Technician and Venue Technician vacancies shall be based on these criteria in the following order:
- i. a prospective or current employee's sufficient ability to perform the work available.  
"Sufficient ability" means that an applicant has the skill, qualifications, special training, or equivalent experience required according to the applicable job posting/job description as prepared by ITCS and includes consideration of the employee's previous performance while employed by ITCS.
  - ii. Seniority
  - iii. gender and racial equity

- 23.03 When hiring the Lead Venue Technician and the Venue Technicians, ITCS shall:
- i. Provide a job posting to the Union to be sent out to the membership and permittees, requesting a cover letter and resume from those members and permittees who have not previously worked for ITCS; or a letter of interest from members and permittees who have previously worked for ITCS.
  - ii. Select from the candidates a member or permittee of the Union whom ITCS deems to have the required criteria, as detailed in 23.02, or
  - iii. Inform the Union in writing why no candidate was deemed suitable by ITCS, should ITCS so determine.
- 23.04 In the event of 23.03.iii above, ITCS:
- i. May hire an applicant who is not a member of the Union and who shall be employed under the terms and conditions of this Agreement. After passing a probationary period as outlined in Article 23.06 the selected candidate shall be required to become a member of the Union after meeting any requirements of membership as determined by the Union;
  - ii. Shall notify the Union in writing of the selected candidate.
- 23.05 From time to time, if ITCS wishes specific persons to fill Venue Technician positions, a list of the members and permittees of the Union that ITCS wishes to employ will be given to the Union. Priority will be given to persons who have previously been employed by ITCS. The Union will endeavor to accommodate ITCS' request.
- 23.06 The probationary period for the Lead Venue Technician shall be 480 hours worked. The probationary period for a Venue Technician shall be ten (10) shifts worked. During this probationary period ITCS shall have the right to terminate employment for any reason. For the purpose of this clause, the discipline provisions of Article 16 and the Grievance and Arbitration provision of Article 23 shall not apply. ITCS shall inform the Union in writing of any such termination.
- 23.07 It is agreed that the Lead Venue Technician and Venue Technicians shall not accept any other work assignments that conflict with their commitment to ITCS, unless otherwise agreed upon between the employee and ITCS.
- 23.08 ITCS and the Union agree that when a Lead Venue Technician and Venue Technician intends to leave the employ of ITCS, the Lead Venue Technician is required to give at least three (3) weeks notice in writing to ITCS and the Venue Technician is required to give at least one (1) weeks notice.

## **ARTICLE 24 - Dispatch Procedure for Casual Stage Employees**

- 24.01 The dispatch of all Casual Stage Employees shall be by way of the Union's dispatch.
- Hiring of Casual Stage Employees shall firstly be from persons of sufficient ability on the ITCS Roster, secondly from persons of sufficient ability from the Union membership, and thirdly other persons of sufficient ability to perform the job. The determination as to whether an employee has sufficient ability shall be made by ITCS.

- 24.02 The time of a call shall be at the discretion of ITCS. ITCS shall advise the Union's Calling Steward of the time of call, the number of Stage Employees needed, the nature of the work and qualifications required, and a preliminary work schedule based upon the information available at the time of the call. 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 dispatcher less than seventy-two (72) hours prior to the time of the call. The Union shall at all times endeavour to accommodate ITCS' needs when circumstances require the call to be made less than seventy-two (72) hours prior as referred to above. The Union shall inform ITCS in a timely manner that the call has been filled and provide the names of those employees.
- 24.03 In consultation with the Union, ITCS may hire a Casual Stage Employee who is not a member of the Union and who shall be employed under the terms and conditions of this Agreement, should the Union be unable to supply sufficiently qualified personnel within twenty-four (24) hours of the start of the call.
- 24.04 ITCS may supply the Union with a list of preferred Casual Stage Employees and alternates, with reasons for their hire.
- 24.05 Notwithstanding the Union's seniority provisions, the Union's dispatch shall endeavour to accommodate ITCS' request when, by mutual agreement, the request has merit based on the needs of the production. Seniority for the purpose of hiring of Casual Stage Employees shall be at the sole discretion of the Union and the general provision of personnel of sufficient ability with highest seniority being first hired shall prevail.
- 24.06 Both ITCS and the Union will make every attempt to cultivate a gender- and racial-balanced workforce.
- 24.07 Any reduction in the size of the crew required by a lack of work shall be accomplished by the release of those persons designated by the Production Manager or their designate.
- The last remaining Stage Employee shall assume the role of Venue Technician or Lead Venue Technician as applicable, and shall not be released from duty while any work is being carried out by a bona fide road crew or amateur technician.
- 24.08 If a Casual Stage Employee is late for a scheduled shift, ITCS may request that the Union's dispatch immediately attempt to find a replacement. As soon as another Casual Stage Employee accepts the call and arrives at the work site, the first Casual Stage Employee shall be relieved from the opportunity to work.
- 24.09 The Union agrees to supply competent Casual Stage Employees, in such numbers, and for such times as required by ITCS.
- The Union endeavours to supply the same Casual Stage Employees for all calls on any given day and shall make best efforts to supply the same Casual Stage Employees for setup and teardown calls for any single production/event.
- 24.10 At the request of ITCS, and subject to privacy requirements, the Union shall provide ITCS a copy of a member or permittee's resume.

## **ARTICLE 25 - Technological Change**

- 25.01 The Union recognizes the right of ITCS to introduce technological change for the purpose of improving operating efficiency.



- 25.02 Should significant new technology requiring new methods of operation be introduced which require substantially different skills or experience than that of the Lead Venue or Venue Technicians, in the determination of ITCS, such employees shall receive paid training in the operation of the new equipment as part of their employment. Employees will be given a period of time mutually agreed upon by the Union and ITCS to perfect or acquire the skills necessitated by the change.

## ARTICLE 26 - Effective Date and Duration

- 26.01 This Agreement shall be in effect for a term of three (3) years from January 1, 2019.
- 26.02 If neither party gives notice of termination, nor of a desire to negotiate a new Agreement as above, the current Collective Agreement will remain in full force and effect until renewed.
- 26.03 Within the period of three (3) months prior to the expiry date of this Agreement, either party may, on thirty (30) days written notice, request the other party enter into negotiations for the renewal of this Agreement.

In witness whereof these two parties have set their hands this 1<sup>st</sup> day of January, 2019

For Intrepid Theatre Company Society:

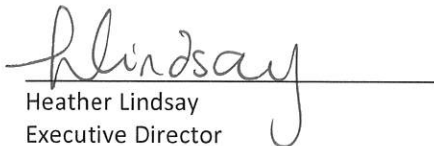


Bianca Chu  
Board Vice-President

For IATSE Local 168:



George Scott  
President



Heather Lindsay  
Executive Director



Laurie Edmundson  
Secretary/Treasurer

## APPENDIX A - Hourly Rates of Remuneration

	Casual Stage Employee	Venue Technician	Lead Venue Technician
Year 1	\$18.03	\$18.50	\$19.50
Year 2	\$18.57	\$19.06	\$20.09
Year 3	\$19.13	\$19.63	\$20.69

## APPENDIX B - Intrepid Theatre Company Society Roster

1. ITCS agrees that the below list represents, in seniority order, the Stage Employees on the Intrepid Theatre Company Society Roster, as agreed upon at the Labour Relations Board hearing of September 28, 2017.
  1. Holly Vivian
  2. Graham Croft
  3. Theodore Sherman
  4. Karen Stack
  5. Nathan Garfat
  6. Emma Dickerson
  7. Simon Farrow
  8. Carolyn Moon
  9. Alex Sangster
  10. Anna-Lena Steiner
  11. Jason King
  12. Geri Weir
2. ITCS agrees the ITCS Roster will be hired according to the hiring provisions outlined in Article 23 and the dispatch provisions outlined in Article 24, where applicable.
3. The above Stage Employees shall remain members of the ITCS Roster, and retain seniority, until retirement, or as advised by the Union.

## Appendix C - Definitions

### **BYOV:**

A Bring Your Own Venue (BYOV) is a venue that is arranged directly between the artist and the venue under the auspices of the Victoria Fringe Festival. While the artist is considered part of the festival, the Victoria Fringe does not supply any paid staff, arrange insurance or permits and has no contractual obligation to the venue.

### **Call:**

A call is a general term which can apply to a day or part thereof or a series of days or parts thereof which describes the work schedule as it is given to employees hired under the provisions of the Agreement.

### **Community Venue Partner:**

This is a venue partnership entered into by Intrepid Theatre to cater to niche or underserved audiences for example, St Michael's University School in the Victoria Fringe. Intrepid does not supply any paid staff for these venues and the venue reserves the right to determine staffing and operations.

### **Employee:**

Is any person defined as such by the Labour Relations Code of British Columbia who is covered by this Agreement.

### **Equity:**

Equity is a principle and process that promotes fair conditions for all persons to fully participate in society. It recognizes that while all people have the right to be treated equally, not all experience equal access to resources, opportunities or benefits. Achieving equality does not necessarily mean treating individuals or groups in the same way, but may require the use of specific measures to ensure fairness.

### **Gender:**

A person's gender is the complex interrelationship between three dimensions:

- Body: our body, our experience of our own body, how society genders bodies, and how others interact with us based on our body.
- Identity: our deeply held, internal sense of self as male, female, a blend of both, or neither; who we internally know ourselves to be.
- Expression: how we present our gender in the world and how society, culture, community, and family perceive, interact with, and try to shape our gender. Gender expression is also related to gender roles and how society uses those roles to try to enforce conformity to current gender norms. Each of these dimensions can vary greatly across a range of possibilities or a spectrum, rather than just a binary.

### **ITCS:**

Intrepid Theatre Company Society (the Employer).

### **Professional Development:**

Professional development refers to the acquisition of skills and knowledge, both for personal development and for career advancement. Staff meetings and departmental meetings are not considered professional development.

### **Seniority:**

For the purposes of this agreement this refers to the IATSE 168 determination of Seniority.

### **Shift:**

A period of work which is unbroken except by relief breaks or meal breaks.

**Site Specific:**

Applies to productions that could not take place in traditional theatre venues and utilise the venue space as a production element or 'set'. While artists doing Site Specific shows are considered part of the Victoria Fringe, the festival does not supply any paid staff, arrange insurance or permits and has no contractual obligation to the venue.

**Steward:**

The employees designated to represent the Union in the workplace. All grievances from employees are officially channelled through the Steward.

**The Union:**

Refers to the International Alliance of Technical Stage Employees (IATSE) - Local 168.

## APPENDIX D - Letter of Understanding Regarding Venues Not Managed or Operated by ITCS

Between:

Intrepid Theatre Company Society (the Employer)

and

International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories, and Canada, Local 168 (the Union)

By definition, ITCS leases and operates two venues in Victoria BC – The Metro Studio Theatre and the Intrepid Theatre Club.

In the event that ITCS is bound by a Fringe venue, other festival presentation venue, or other venue rental, license, partnership, or lease agreement to use that venue's employees for stage technical work, ITCS shall inform the Union no less than thirty (30) days prior to the commencement of the Festival, Presentation or Event.

The Union and its members recognize the unique position of ITCS and agree that ITCS cannot determine or bargain another venue's operations.

1. ITCS and the Union agree that the terms of this Agreement do not apply to any positions supplied by a venue as a requirement of such a rental, partnership, license, or lease agreement.
2. Where ITCS provides stage technical labour to a venue in such a situation, ITCS recognizes that the terms of this Agreement apply.

ITCS and the Union agree that any Fringe BYOV/Site Specific/Community Partnership venues are not bound by any of the terms of this Agreement.

In witness whereof these two parties have set their hands this 15<sup>th</sup> day of January, 2019

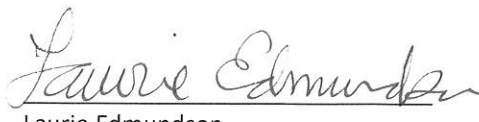
For Intrepid Theatre Company Society:

  
Bianca Chu  
Board Vice-President

  
Heather Lindsay  
Executive Director

For IATSE Local 168:

  
George Scott  
President

  
Laurie Edmundson  
Secretary/Treasurer

## **APPENDIX E - Letter of Understanding Regarding Terms and Conditions of Employment for the position of Lead Venue Technician**

Between:

Intrepid Theatre Company Society (the Employer)

and

International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories, and Canada, Local 168 (the Union)

In the interests of maintaining a stable workforce, creating opportunities for employment, and improving the level of service for operations, Intrepid Theatre Company Society is creating a new permanent, part-time position of Lead Venue Technician. This position will be tested out over the term of this agreement subject to annual review from the executive staff and Board of Directors. The new position is beneficial to both ITCS and the employee in providing consistency within The Metro Studio Theatre, and in guaranteeing a minimum number of hours for the employee.

The parties agree that following terms and conditions of employment shall apply to the position of Lead Venue Technician:

1. Guarantee of minimum number of hours

ITCS will annually employ on a part-time, fixed-term basis, a Lead Venue Technician ("LVT") to work primarily as the lead technician in the Metro Studio Theatre.

The LVT position will be guaranteed a minimum of 780 hours of straight time over the entire term of the annual engagement (January 1 to December 31), to be paid at the employee's discretion either:

- a) in equal, semi-monthly payments on the 15th and 30th of each month, or
- b) biweekly, based on the hours worked in each two-week pay period.

2. Banking time

If the employee chooses to be paid in semi-monthly equal payments, a Time Bank will be established. When the available work is less than the weekly allowance of hours ( $780 / 52 = 15$  hours per week), any extra, unused hours will be banked against weeks when the work available is greater than the weekly allowance.

All applicable overtime as outlined elsewhere in this agreement will accrue and be deducted from banked time as required at the applicable overtime rate.

The employee may request that any excess overtime pay accrued be paid out in the following pay cycle.

Banked overtime shall be capped at 60 hours of accumulated overtime, after which it will be paid out to the employee.

Any remaining banked time or overtime shall be paid out at the end of each fiscal year (December 31).

### 3. Rate of pay, Vacation pay, and Sick time

The hourly Lead Venue Technician rate of pay listed in Schedule A shall apply, regardless of the work performed.

Vacation pay of 4% will be paid out in each pay period.

The employee shall be entitled accrue one paid sick day per month, and may carry over up to six (6) sick days from one year to the next. Sick time shall only apply to the straight time portion of a day; overtime is not covered.

### 4. Annual review and renewal of term

The Terms and Conditions of employment for the Lead Venue Technician position shall be reviewed annually.

The incumbent employee shall have first right of refusal to accept a renewed annual term.

### 5. Scheduling provisions

The Lead Venue Technician employee will have first right of refusal for all available work calls; however, ITCS has no obligation to schedule the LVT beyond forty (40) hours in any given week.

The employee will receive the following month's schedule by the middle of the month prior. After receiving the schedule, the employee may not take any outside work that conflicts with ITCS requirements, except by mutual agreement.

When work is added to the schedule after the middle of the month prior, the employee is not obliged to accept the added work, and will discuss with ITCS to determine what added work they can take and what shall be filled by other Stage Employees.

### 6. Conflicting work

ITCS has exclusive right to the Lead Venue Technician while they are actively working for ITCS.

### 7. Leave without pay

The employee may request leave, without pay, scheduled by mutual agreement in accordance with ITCS operating needs. ITCS must approve all requests for leave and shall not unreasonably refuse it. Any work that would normally be assigned to the Lead Venue Technician during their period of leave shall be deducted from the total number of guaranteed hours owed to the Lead Venue Technician.

### 8. Layoff

In the event of a lack of work for any reason, ITCS may lay off the Lead Venue Technician with three (3) weeks notice.

### 9. Recall

Should work become available after a lay off, the incumbent Lead Venue Technician shall have the right of recall to the position.

10. Performance Evaluation

The employee shall be subject to an annual performance evaluation.

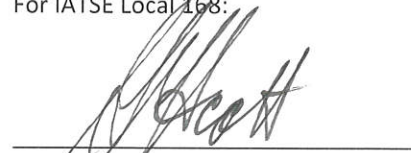
In witness whereof these two parties have set their hands this 15<sup>th</sup> day of January, 2019


For Intrepid Theatre Company Society:

  
Bianca Chu  
Board Vice-President

  
Heather Lindsay  
Executive Director

For IATSE Local 168:

  
George Scott  
President

  
Laurie Edmundson  
Secretary/Treasurer