

**Collective Agreement**

**Between**

**The Cowichan Valley Regional District**



**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**



**January 1, 2017 to December 31, 2020**

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This Agreement dated this 1st day of January, 2017.

BETWEEN:           The Cowichan Valley Regional District  
  
                          (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 and the Union is a Union within the meaning of the  
*Labour Relations Code of British Columbia.*

**PREAMBLE:**

This Agreement shall consist of three parts. Part I, to be known as the Master Agreement shall contain the wages and common working conditions for the employees of the Employer who are defined by the Certification. Part II, to be known as the Regular Employees Component, shall contain the working conditions applicable to regular part time and regular full time employees, and Part III, to be known as the Casual Component, shall contain the working conditions applicable to casual employees.

**PART I - MASTER AGREEMENT**

**ARTICLE 1 - General Purpose**

- 1.01    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 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 to provide for security 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 Employees of the Employer who:
  - a.       are employed in the positions of Theatre Facilitator, Theatre Marketing Specialist, Audience Services Supervisor, Assistant Technical Director and theatre technicians and any other positions the Employer may create from time to time; and/or

- b. includes all employees who build, assemble, fabricate, alter, renew, fit-out rigging for, handle, operate or generally prepare for presentation, scenic elements, props, electrics, sound equipment, video and costumes and assist with public relations and/or publicity functions for use in theatrical presentation, film production work, television presentations, displays, ice shows and all other projects at, to and from the Cowichan Performing Arts Centre and community centre at 2687 James St. Duncan, BC.

**PLUS:** make corresponding change to Appendix B scale on page 32 of the collective agreement.

- 1.04 Where the business of the Employer is sold, leased, transferred, merged or otherwise disposed of, the purchaser, lessee, or transferee is bound by all of the terms and conditions of this Agreement.
- 1.05 All of the terms and conditions of this Agreement shall apply equally to all employees without discrimination as defined by the *Human Rights Code of British Columbia*, and applicable Employer policies.
- 1.06 Supervisors and other employees not included in the bargaining unit shall not perform any work normally performed by bargaining unit members, except in the case of an emergency or for the purpose of instructing bargaining unit members.

## **ARTICLE 2 - Amendment**

- 2.01 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.

## **ARTICLE 3 - Union Recognition**

- 3.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees as defined by Article 1.03 or performing work as otherwise outlined in this Agreement.
- 3.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement.
- 3.03 No performer or production personnel shall be permitted to use / set up the stage, backstage areas, dressing rooms when costume repair, construction or cleaning takes place or theatre auditorium unless a bargaining unit member is present for each department affected.

#### **ARTICLE 4 - Union Security**

- 4.01 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.
- 4.02 The Employer agrees there will be no sub-contracting out of any work normally performed by bargaining unit members.
- 4.03 Except during extra-ordinary or emergency situations where circumstances require, the Employer shall not contract out any work that can be performed by members of the bargaining unit covered by this Agreement.
- 4.04 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 the Employer.
- 4.05 All official communication between the Employer and the Union shall be directed through the Secretary-Treasurer, President and Business Agent of the Union at all of their respective e-mail addresses, or the official mailing address of the Union.

#### **ARTICLE 5 - Remuneration**

- 5.01 The Employer shall pay to the employees, bi-weekly, the rates of remuneration set out in Appendix B to this Agreement.
- 5.02 Each paycheque or pay stub 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 by direct payroll deposit. Casual employees will have pay stubs mailed or e-mailed to an address they supply to the Employer.  
  
Employees receiving paycheques prior to the date of the signing of this Collective Agreement shall continue to be paid by cheque.
- 5.03 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) business 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 if discussions between the Union and the Employer fail to provide resolution, 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 shall make the required Income Tax, Canada Pension Plan and Employment Insurance deductions and contributions as required under Provincial and Federal Statute.

#### **ARTICLE 6 - Workplace Harassment**

- 6.01 Every employee has the right to work in a harassment free environment and to that end the Employer shall be committed to creating and maintaining a work environment which is free of any form of harassment as defined by the *Human Rights Code of British Columbia* and applicable Employer policies.

#### **ARTICLE 7 - Sick Leave, Compassionate Leave, Pregnancy and Parental Leave, and Other Leave**

##### 7.01 Sick Leave Defined

Sick leave means a period of time an employee is absent from work with or without full pay by virtue of being sick or disabled or under examination or treatment by a physician, chiropractor or dentist because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

##### 7.02 Proof of Illness

The Employer reserves the right to require satisfactory proof of illness or injury before any sick leave is granted including an indication of the general nature of the illness or injury. The Employer may request an employee to produce a medical certificate for any day or days that the employee is absent due to illness.

##### 7.03 Employer Notification

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 shall post the names and phone numbers of Managers and their designates for the purpose of notification.

##### 7.04 Entitlement

In cases of illness, regular full-time and regular part-time employees, who have completed the probationary period, shall be granted sick leave with pay at the rate of one and one half (1 ½) days per month of full-time employment.

All unused portion of monthly sick leave shall accrue to employee's future benefit to a maximum accumulation of one hundred twenty (120) days.

Employees with accumulated sick leave to their credit shall turn over, or cause to be turned over, to the Employer any monies paid or payable to them by WorkSafe BC and upon so doing will receive full pay up to the value of the accumulated sick leave. In such cases there will be a reduction from the accumulated sick leave of the percentage by which WorkSafe BC does not recompense the Employer. If there is no credit of sick leave, employees will retain their WorkSafe BC cheques.

7.05 Family Medical

When no person other than the employee is available and can provide for the needs during the medical needs of a dependent child, step-child, spouse, including common law, or parent, an employee, upon approval by the Employer, may be entitled to use a maximum of eight (8) paid sick leave of absence days per year for this purpose.

7.06 Employees who are off because of sickness or accident, shall at the expiration of sick leave, be continued on the payroll under the heading of "Leave of Absence Without Pay" for a period of not less than thirty (30) calendar days. If no written report is received by the Employer within the thirty (30) calendar days from such an employee, explaining their condition, they may be removed from the payroll.

7.07 No cash payment for unused sick leave will be paid to any employee leaving the service of the Employer.

7.08 a. Compassionate Leave

On written application, a regular full time or regular part time employee may be granted compassionate leave with pay. This leave is for a maximum of three (3) work days per calendar year per employee. Compassionate leave includes serious illness of an immediate family member which includes the father, mother, brothers, sisters, spouse, including common-law, children, step-children, step-parent, aunts and uncles, in-law parents, in-law brothers and sisters, grandparents and grandchildren of an employee.

Notwithstanding the above, the Employer, upon written request, may grant an employee an additional unpaid leave of absence.

b. Bereavement Leave

The Employer shall grant to a regular full time or regular part time employee bereavement leave with pay for a maximum period of three (3) working days in the case of the death of an immediate family member. The immediate family member shall include the father, mother, brothers, sisters, spouse, including common-law, children, step-children, step-parent, aunts and uncles, in-law parents, in-law brothers and sisters, grandparents and grandchildren of an employee

Notwithstanding the above, the Employer, upon written request, may grant an employee an additional unpaid leave of absence or use of compassionate leave or sick leave.

7.09 The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such a regular full time or part time employee their regular salary provided the employee turns over to the Employer any monies received for jury or court witness duty excluding payment for travelling, meals or other expenses.

## 7.10 Pregnancy and Parental Leave

Employees shall be entitled to pregnancy and parental leave as specified under the *Employment Standards Act* as amended from time to time.

### Seniority Status

While on pregnancy and parental leave an employee shall retain their full employment status and rights.

### Employee Benefits

During the period of pregnancy and parental leave the Employer will continue to provide benefits as specified under the *Employment Standards Act*.

### Return to Work Procedure

When an employee decides to return to work after pregnancy and parental leave, they shall provide the Employer with at least two (2) weeks' notice. On return from pregnancy and parental leave, the employee shall be placed at least in their former position. If the former position no longer exists, they shall be placed in a position in their department of equal rank and value at the same rate of pay.

### Protection During Pregnancy and Parental Leave

Pregnancy and parental leave shall be considered as a right. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee may request to transfer to another position provided they are capable of performing the work and is otherwise entitled by virtue of seniority.

## **ARTICLE 8 - Benefits**

- 8.01 Regular employees working a minimum of seventeen-and-one-half (17½) hours per week shall receive, in addition to their applicable rate of pay such group plan benefits as is currently applicable under the benefit plan described in Appendix C.
- 8.02 In the event of a legal work stoppage, the Employer agrees to maintain all benefits as outlined above on behalf of the employees covered by this Agreement. In the case of a work stoppage due to a strike authorized by the Union, the Union agrees to reimburse the Employer for the premiums of the employees covered by this Agreement during that period.
- 8.03 The Employer agrees to continue the full monthly premiums of all benefits for any month for which an employee receives payment from WorkSafe BC or the Long Term Disability Plan (including the LTD elimination period) for a period of up to six (6) months.
- 8.04 The Employer agrees to continue the full monthly premiums of all benefits for any month for which an employee receives payment from the Employer.

- 8.05 In other circumstances the employee may opt to continue coverage by arranging to pay the full premium to the Employer.
- 8.06 Regular full-time and regular part-time stage employees shall receive up to \$250 every three years for safety footwear. The Employer will pay the approved vendor directly.

#### **ARTICLE 9 - Union Insignia**

- 9.01 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.
- 9.02 The Employer shall allow the Union to display in a manner and place mutually acceptable to the Employer and the Union a certificate or other representation attesting to the fact that the Cowichan Theatre is staffed by members of the Union.

#### **ARTICLE 10 - Safety and Health**

- 10.01 The Union and the Employer shall co-operate in improving rules and practices which will provide protection from injury and illness to all persons.
- 10.02 It is understood and agreed that the parties to this Agreement shall at all times comply with the Regulations of WorkSafe BC, 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 BC regulations after being duly warned will be sufficient cause for discipline up to and including dismissal.
- 10.03 A Joint Health and Safety Committee shall be established in accordance with WorkSafe BC requirements. Joint Health and 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 Union shall be allowed one (1) representative on this committee.
- 10.04 An employee having to cease work due to an injury covered by WorkSafe BC shall be paid at the applicable straight time rate up to the end of the day for which they were called.
- 10.05 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. 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.

- 10.06 Safety procedures shall be followed and safety equipment provided by the Employer shall be used by the employees.
- 10.07 The Employer shall provide first aid services and a first aid facility in accordance with the Statutes of British Columbia and the regulations of WorkSafe BC.
- 10.08 It shall not be a condition of employment for any casual or non-technical employee to hold any first aid certification. Any full time or regular part time technical employee who is required to obtain first aid certification shall be given time off with pay to attend the appropriate training and the Employer shall pay all the costs associated with such training.

#### **ARTICLE 11 - Dues Deductions**

- 11.01 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.

#### **ARTICLE 12 - Discipline**

- 12.01 The Employer shall have the right to refuse to hire or to 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 the dismissal of any employee, the Employer cannot show just cause then the employee shall be reinstated and the Employer shall pay that person or employee for all wages and benefits lost as a result of this refusal to hire or to dismiss. "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.

- 12.02 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) business days of the occurrence. Notwithstanding, the rights of a supervisor to supervise, evaluate and discipline employees, the Employer prior to any meeting must advise the employee of their right to have the attendance of a Union representative at any discussion between the employee and a supervisor which 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.
- 12.03 Any complaint by the Employer or dissatisfaction of the Employer concerning an Employee's work which is not intended to result in discipline, but which is intended to form part of the employee's personnel record, shall be made in writing within seven (7) business days of the circumstances giving rise to the complaint or dissatisfaction and a copy thereof shall be submitted by the Employer to the employee and the Union. The nature of the circumstances giving rise to the complaint or dissatisfaction shall be described in sufficient detail as to leave no doubt to the reader as to the events or circumstances which led to the complaint.

The employee shall acknowledge receipt of the letter by either e-mailing or writing the Employer. The employee shall also have the option to issue a written response through the Union to the letter that shall also be filed as part of that employee's personnel record. The Employer shall specify in the complaint or expression of dissatisfaction the nature of the improvement required by the employee and a reasonable deadline for such improvement to take place. Upon the deadline being reached, an updated evaluation shall be filed and a copy given to the employee. Failure on the part of the employee to make reasonable improvements during the time allotted by the Employer may result in discipline being imposed by the Employer.

- 12.04 Any employee may review their personnel file at any reasonable time and may copy any documents therein. The employee may respond in writing to any document and such reply shall become part of their personnel file for the life of the documents.

### **ARTICLE 13 - Grievance Procedure**

- 13.01 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:

Step 1: Any such difference shall in the first instance be discussed between a duly authorized representative of the Union and a duly authorized representative of the Employer within five (5) days of the incident.

Step 2: If no settlement is reached at step 1 within forty-eight (48) hours, then the aggrieved Union or Employer shall submit the grievance in writing. The grievance form shall reference the date and time of the Step 1 meeting. The Employer and the Union shall each appoint a senior representative who shall meet within ten (10) business days in an earnest effort to resolve the grievance.

Step 3: If no settlement is reached at step 2 within ten (10) business days the Union shall appoint a representative to meet with the Chief Administrative Officer, or designate, as soon as possible. If no settlement is reached between them in five (5) 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 4: If the Union and the Employer cannot agree on a single arbitrator within five (5) business days, either party may request the Collective Agreement Arbitration Bureau (CAAB) for the Province of British Columbia 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.

13.02 The time limits as set out above may be varied by mutual consent of the Employer and the Union.

13.03 In the case of a policy grievance, that is where there is a dispute involving a question or general application or interpretation of this Agreement, such grievance may be processed at Step 2 provided the grievance is submitted in writing within ten (10) working days from the date the incident prompting the grievance comes to the attention of the grievor.

13.04 Where the Employer requires an employee, who is not scheduled for work, to attend a grievance meeting the employee shall be paid for the actual time spent with a minimum of two (2) hours being paid.

#### **ARTICLE 14 - Lockouts and Strikes**

14.01 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.

14.02 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 employees.

## **ARTICLE 15 - Management Rights**

- 15.01 Subject to the terms of this Agreement, the management of the work force and methods of operation shall remain vested exclusively with the Employer.
- 15.02 The Employer agrees to provide current job descriptions which shall be available to the Union on request. Significant revisions of duties shall be subject to negotiated wage scale revisions.
- 15.03 The Employer may make rules and regulations governing the work environment and conduct of the employees, however such rules and regulations shall not be inconsistent with the terms of this Agreement and shall apply equally to all employees under the Employer's control.

## **ARTICLE 16 - Union Right of Entry**

- 16.01 An authorized representative or representatives of the Union shall be permitted by the Employer, 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 17 - Stewards**

- 17.01 Stewards shall be recognized 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 the stewards on each crew dispatch.

If not specifically assigned by the Business Agent, the steward shall normally be the most senior member on the call who is not the Crew Chief.

- 17.02 It is understood that stewards, with the concurrence of the Employer, shall be permitted without loss of pay, to leave their regular duties for a reasonable length of time in order to investigate and settle, if possible, on site complaints of an urgent nature.

## **ARTICLE 18 - Technological and Other Changes**

- 18.01 The Union recognizes the right of the Employer to introduce technological changes for the purpose of improving operating efficiency.
- 18.02 Where the technological changes affect the terms and conditions of employees to whom this Collective Agreement applies, and alter significantly the basis upon which the Collective Agreement was negotiated, the Employer shall give a minimum of ninety (90) days written notice of such change to the Union. Within fifteen (15) business days of such written notice, the Employer and the Union shall meet to discuss and resolve, if possible, all matters pertaining to the proposed changes.

18.03 Where the introduction of a technological change results in the regular full time and part time employee becoming redundant, the Employer agrees to discuss with the Union possible opportunities for retraining, transfer or the matter of severance pay for displaced regular full time and part time employees.

18.04 Where the parties to this Agreement are unable to arrive at a mutually acceptable solution, the matter shall be resolved without stoppage of work by referring it to a single arbitrator chosen as in Article 13 of this Agreement.

### **ARTICLE 19 - General Conditions**

19.01 Subject to provisions contained elsewhere in this Agreement 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 the employee providing temporary assistance:

- a. can continue to properly perform the duties for which that employee was hired;
- b. cannot be used for a department that has no Head of Department; and
- c. cannot be used to replace a worker already working in a specific department.

Temporary assistance shall be limited to no more than sixty (60) minutes of assistance.

19.02 When there is a work period of three (3) hours or longer unbroken by a meal break, all employees shall be entitled to one paid fifteen (15) minute rest period approximately midpoint after the start of the work period. This rest period may be deferred by mutual consent of the Union and the Employer. If this break is deferred, the fifteen (15) minutes shall be added to the time worked on the day for pay purposes.

19.03 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.

19.04 A minimum of five (5) minutes of pick up and wash up time will be allowed prior to quitting time.

19.05 No employee shall be required to supply any tools on the Employer's premises other than normal trades hand tools.

19.06 No employee shall be required to supply a vehicle for company business. Employees who use their vehicle for company business shall be reimbursed by the Employer as per the applicable Employer policies and the Employer shall insure the employee for any additional insurance costs as per the current policy adopted by the Employer for all employees.

19.07 The Employer agrees to provide adequate parking at no cost to the employee within a reasonable distance of the workplace.

- 19.08 The Employer shall provide bulletin boards which are accessible to all employees upon which the Union shall have the right to post notices of meetings and such other notices that may be of interest to the employees.
- 19.09 The Union and the Employer desire that every employee be familiar with the provisions of this Agreement and their rights and obligations thereunder. Therefore the Employer shall print and maintain sufficient copies of this Agreement for distribution. The cost of such printing shall be shared equally between the Union and the Employer.
- 19.10 It is understood the filming, taking photos, or listening in on radio/clear-com conversations without the direct knowledge of those affected shall not be permitted and shall not be grounds for discipline.

#### **ARTICLE 20 - Pension Plan**

- 20.01 All regular full-time and regular part-time employees shall be enrolled in the Municipal Pension plan as per current legislation.

#### **ARTICLE 21 - Accident Insurance**

- 21.01 The Employer shall carry such WorkSafe BC Coverage as is required by law.

#### **ARTICLE 22 - Labour Management Committee**

- 22.01 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 the administration of this Agreement. The committee shall meet two (2) times per year, at a mutually agreed time and place.
- 22.02 Except by mutual agreement, the Employer and the Union shall each be entitled to a maximum of four (4) representatives at each meeting of the committee.

#### **ARTICLE 23 - Term of Agreement**

- 23.01 This Agreement shall be for a term of three (3) years with effect from January 1, 2014 until December 31, 2016 inclusive and shall remain in full force and effect from year to year following expiration of the term unless either party gives the other party written 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 sixty (60) days, to provide each other particulars of any changes or amendments either party may desire in this Agreement.

## **PART II - REGULAR PART-TIME and REGULAR FULL-TIME EMPLOYEES**

This part shall cover the working conditions which are particular to the employees of the Employer who are regular part-time or regular full-time employees of the Employer performing work within the bargaining unit covered by this Agreement

### **ARTICLE 24 - Hiring**

- 24.01 Regular part-time or regular full-time employees shall be hired directly by the Employer after notifying the Union.
- 24.02 When a new position is created or when a vacancy occurs, the Employer shall notify the Union and shall post notice of the position in the Employer's offices and on all bulletin boards for a minimum of ten (10) business days so that all Union members will know about the vacancy or position. If a vacancy is not to be filled, the Employer shall advise the Union in writing.
- 24.03 Job postings shall contain the nature of the position, qualifications, required knowledge, education and skills, shift and hours of work, wage or salary rate or range.
- 24.04 The Employer reserves the right to post positions concurrently internally and externally. All internal Union member applicants will be processed fully before any consideration will be given to external applicants. External applications shall remain sealed until all internal interviews have occurred, and notification pursuant to Article 24.07 has been issued to all internal candidates.
- 24.05 Both parties recognize:
- a. The principle of promotion within the service of the Employer.
  - b. That job opportunities should increase in proportion to length of service.
  - c. That qualifications, experience, skills and ability shall receive consideration when filling posted positions. When these factors are relatively equal among applicants for the position, the employee from amongst the group having the greater seniority shall receive preference. All determinations of qualifications, experience, skills and ability shall be made by the Employer.
  - d. An employee on the regular employee seniority list shall have seniority preference over an employee on the casual employee seniority list.

## Probationary and Trial Period

### a. Probationary Period for New Hires

All newly hired regular full-time and regular part-time employees shall serve a probationary period of four hundred eighty (480) working hours from date of hire, during which period such an employee may be terminated for just cause. The probationary period may be extended, by mutual consent between the Employer and the Union, for an additional two hundred and forty (240) working hours.

Upon satisfactory completion of the probationary period, regular full-time and regular part-time employees seniority shall commence on the date of employment.

Student employees shall remain on probation for the full period of their employment.

### b. Trial Period

The successful internal applicant shall be given a trial period of up to four hundred and eighty (480) working hours. The exact length of the trial period shall be made known to the successful applicant before the start of the trial period. Conditional upon satisfactory performance, the employee shall be declared permanent after the completion of the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of this rearrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority. The trial period may be extended by mutual consent of the Employer and the Union.

24.07 Internal applicants who are unsuccessful in being appointed to the vacant position shall be notified that they are not the successful applicant within seven (7) calendar days of the date of appointment or prior to the decision to review external applications.

The Union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, deaths or other terminations of employment within seven (7) calendar days of the occurrence.

## **ARTICLE 25 - Remuneration**

- 25.01 When an employee temporarily relieves or substantially performs the duties of a higher paid position for at least one day, they shall receive the rate for the job.
- 25.02 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 five (5) percent above the employee's regular rate.

## **ARTICLE 26 - Hours of Work**

- 26.01 The usual hours of work for regular full-time employees shall be seven (7) hours per day and thirty five (35) hours per week. The only exception to this usual work week is for the position(s) of regular full-time Assistant Technical Director(s) who shall work eight (8) hours per day and forty (40) hours per week. Due to the nature of the business the days of the work week may not be restricted to Monday through Friday.

The end of a work day is midnight except where an employee is scheduled to work a shift which starts before midnight and ends after midnight, in which case the end of the work day shall be the end of that shift.

A break of less than eight (8) hours in duration shall not constitute the end of a work day.

- 26.02 The usual hours of work for regular part-time employees shall be as contained in the employee's job description. These hours may be varied from time to time by mutual agreement between the Employer and the Union. However, the basic minimum call for a regular part-time employee each day shall be three-and-one-half (3 ½) hours for seven (7)-hour-per-day positions and four (4) hours for eight (8)-hour-per-day positions. The basic minimum call for meetings shall be two (2) hours.
- 26.03 When not working as a member of a production stage crew, a meal break for regular full-time and regular part-time employees shall be defined as one (1) unbroken, unpaid hour within which the employee can eat a meal. When working as a member of a production stage crew, a meal break shall be as defined by Articles 33.03, 33.04, 33.05, 33.06 and 33.07.
- 26.04 Whenever possible, all regular full-time and regular part-time employees shall be provided with a minimum of two (2) weeks notice of their work schedules.

26.05 An employee who is required by the Employer to carry a cell phone and respond to issues on unscheduled working hours shall receive twenty-five dollars (\$25) per day for each day, or portion thereof carried. The cell phone will be assigned based on an employee's ability to respond.

No employee shall be disciplined for not responding outside of their regular hours unless the Employer has specifically required the employee to carry a cell phone as set out above.

### **ARTICLE 27 - Layoff and Recall**

27.01 In the event that the Employer determines it necessary to lay-off employees due to a lack of work the following shall apply:

- a. Prior to announcing any lay-offs the Employer shall consult with the Union to explore alternatives and set reasonable provisions to aid in securing alternative employment or otherwise alleviate hardship caused by such layoff.
- b. The Employer shall demonstrate that the layoff is justified in the context of the theatre operation and that 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 and pensions
- c. Should it be shown that as a result of an employee being laid off under this Article that employee would have been called to work or in fact is called to work as a casual employee to perform work for twenty or more hours per week on a regular basis then that employee shall be reinstated to their previous position and compensated for all hours lost as a result of the layoff.
- d. Regular full-time and regular part-time employees shall receive a minimum of two (2) calendar weeks notice. Employees who have completed three (3) continuous years of service shall receive additional notice of one (1) calendar week for each additional year of service to a maximum of eight (8) weeks. Failure to notify shall result in equivalent compensation in pay.
- e. 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.
- f. 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.

## ARTICLE 28 - Computation of Pay

28.01 By mutual agreement between the Employer and the Union, an employee may take time off work in lieu of remuneration for overtime subject to the maintenance of efficient services and operations. In such a case the time off shall be calculated in the same manner as the rates of pay as outlined in Article 28.02.

### Accumulated Overtime

All accumulated overtime will be paid out at the rate earned.

Regular full-time and regular part-time employees shall only be allowed to bank accumulated overtime to a maximum of forty (40) hours.

Time off in lieu of overtime must be at a time selected by mutual agreement between Employer and employee and is not normally to be taken to extend annual vacation.

28.02 For the purposes of calculating overtime the following factors shall be applied:

- a. For all time worked over seven (7) hours and up to ten (10) hours in a day or over thirty-five (35) hours in a week, one and one-half times (1½x) the straight time hourly rate.
- b. For all time worked over ten (10) hours in a day, two times (2x) the straight time hourly rate.
- c. In the event a regular full-time employee has completed six (6) consecutive days of work and is assigned work without a day of rest, the seventh (7<sup>th</sup>) day of work shall be at two times (2x) the straight time hourly rate.

Assistant Technical Directors working 40 hours per week, shall have overtime calculated as noted below.

The following times shall be paid at one and one-half times (1½x) the appropriate straight time rate:

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

The following times shall be paid at two times (2x) the straight time rate:

- a. All time worked in excess of eleven (11) hours in any one day.
- b. All time worked in excess of eight (8) hours on a sixth (6<sup>th</sup>) consecutive day of work, provided forty (40) straight time hours have been worked.
- c. In the event a full time employee has completed six (6) consecutive days of work and is assigned work without a day of rest, the seventh (7<sup>th</sup>) day of work shall be at two times (2x) the straight time hourly rate.

28.03 Statutory holidays shall be allowed as per Article 28.04. Employees who are required to work on Statutory holidays shall be compensated at one and one-half times (1½x) the appropriate rate up to eleven (11) hours worked and two times (2x) the appropriate rate for all hours worked in excess of eleven (11) hours.

28.04 For the purposes of this Agreement the following have been designated as paid Statutory Holidays:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day plus any other general holiday proclaimed by Federal, Provincial or Municipal Governments.

28.05 Time worked while at straight time between midnight and 8:00 a.m. shall be paid a premium of one half (½) the appropriate straight time rate.

#### **ARTICLE 29 - Annual Vacations, Holiday Pay**

29.01 Paid annual vacation for regular full-time and regular part-time employees shall be as follows:

- a. In the first (1<sup>st</sup>) calendar year of service, a pro-rated vacation entitlement based upon time actually worked in that year as a percentage of one hundred and five (105) hours for seven (7) hour a day positions and one hundred and twenty (120) hours for eight (8) hour a day positions.
- b. In the first (1<sup>st</sup>) complete calendar year of service, employees shall be granted one hundred and five (105) hours for seven (7) hour a day positions and one hundred and twenty (120) hours for eight (8) hour a day positions.
- c. In the second (2<sup>nd</sup>) complete calendar year of service, employees shall earn one (1) extra day of vacation per year of service to a maximum two hundred and ten (210) hours for seven (7) hour a day positions and two hundred and forty (240) hours for eight (8) hour a day positions per year.
- d. For regular part-time employees the pay for the above vacation entitlements shall be pro-rated.

29.02 If a paid holiday falls or is observed during an employee's vacation period, that employee shall be allowed an additional vacation day with pay at a time mutually agreed upon by the employee and the Employer.

29.03 With the approval of the CVRD's Chief Administrative Officer or their designate, a regular full-time or regular part-time employee may carry-over a portion of their current annual vacation entitlement. All requests for carry-over of annual vacation must be submitted through the Manager, Arts & Culture Division to the CVRD's Chief Administrative Officer before October 31 of each year in order that full consideration may be given to such request before year end.

#### 29.04 Vacation Preferences

- a. Vacation entitlement shall be granted for the times requested by the employee unless operational requirements dictate the number of employees required to be working and/or the request conflicts with the times chosen by a more senior employee in the same work area, then seniority shall prevail.
- b. Seniority shall be the determining factor up to March 1<sup>st</sup> of each calendar year, in establishing vacation dates. Confirmation of vacation dates shall be made by the Employer to the employee within ten (10) working days from the date of application. After March 1<sup>st</sup>, vacation dates shall be established on a first-come, first-serve basis.
- c. Once vacation dates are established there shall be no changes thereto unless by mutual agreement by the Employer and the employee concerned.
- d. An employee shall be granted an unbroken period of vacation unless mutually agreed between the employee and the Employer, subject to operational requirements. Employees may elect to take vacation during separate periods, rather than one (1) unbroken period. Notwithstanding the above, employees shall be granted vacation in increments of a minimum of one (1) hour at a time.

#### **ARTICLE 30 - Seniority**

- 30.01 Seniority for the purposes of PART II of this Agreement shall be determined from the first day of employment with the Employer.
- 30.02 An employee shall not lose seniority rights if absent from work because of sickness, accident, layoff or leave of absence approved by the Employer. An employee shall lose their seniority in the event that the employee:
  - a. Is discharged for just cause and is not reinstated.
  - b. Resigns.
  - c. Fails to return to work within ten (10) days following a layoff and after receiving notice by registered mail to do so unless through sickness or other just cause.
  - d. Is absent from work in excess of one (1) working day without notifying the Employer, unless such notice was not reasonably possible.
  - e. Is laid off for a period longer than twelve (12) months.

### **PART III - CASUAL EMPLOYEES**

Part III shall cover the employees of the Employer who are casual employees performing work within the bargaining unit covered by this Agreement.

#### **ARTICLE 31 - Hiring**

- 31.01 When casual employees are required by the Employer, the Employer agrees to contact the Union for dispatch of personnel by the Union. Such personnel shall become employees as defined by Provincial and Federal Statute.
- 31.02 a. 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. Such persons must fill out the current Union permit forms prior to work commencement. Completed forms must be submitted to the Union by the Employer along with the monthly dues remittance.
- b. The Union's Dispatcher shall dispatch fully qualified members in accordance with the Employer's requirements. The Employer shall request resumes of all employees through the Union. The Union shall provide copies of all such resumes in its possession. If the Union is unable to provide resumes for specific individual employees, the Employer shall request the resumes in writing, with a copy to the Union, directly from the employees.
- 31.03 All newly hired casual employees shall serve a probationary period of ten (10) shifts during which period such an employee may be terminated for just cause. The probationary period may be extended, by mutual consent between the Employer and the Union, for an additional five (5) shifts.
- 31.04 The Employer shall have the ability to request the employees working in the Crew Chief and other Head of Department positions. The Union's Business Agent can direct Dispatch to endeavour to accommodate this request when, in the Business Agent's opinion, the request has merit based on the needs of the production. Such agreement shall not be unreasonably withheld.

#### **ARTICLE 32 - Remuneration**

- 32.01 Where an employee is required or requested to be available to perform work in, or in fact performs work in a classification for which a higher remuneration is provided (other than an assignment to provide assistance as defined in Article 19.01), then the employee shall be paid that higher rate of remuneration for the entire shift.

### **ARTICLE 33 - Hours of Work**

33.01 Casual employees shall be hired for the set-up, run and strike of the production for which they are employed and shall be employed in the categories of work and departments for which they were called. Employees shall not be dismissed except for just cause and shall not be assigned to other categories of work or departments except that the Employer may:

- a. where the work available requires, reduce or increase the size of the crew. Crew size shall be determined by past practice and precedent in the industry as agreed between the Employer and the Union.
- b. upon notice to and agreement by the Union, assign employees to other categories of work or departments where such assignment is temporary in nature to lend assistance to existing employees within that department.
- c. For any call where the lighting setup can be completed by the Head Electrician, the position of follow spot operator may be called for the run and strike only. Should the setup require more than the Head Electrician, the follow spot operator shall be the first called to fill the position.

33.02 Hours of work for casual 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.

33.03 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 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 (½) hour period.

33.04 No unpaid meal break shall be allowed during a call of five (5) hours or less.

33.05 The Employer shall not call an unpaid meal break less than two (2) hours from the beginning of a call or less than three-and-a-half (3.5) hours from the previous meal break.

33.06 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 extra-ordinary circumstances require.

- 33.07 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-half (1/2) 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.
- 33.08 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.
- 33.09 A recall to work after a break of greater than two (2) hours shall constitute a new four (4) hour call.
- 33.10 A call for stage employees to perform work during a performance only shall start at least sixty (60) minutes prior to the scheduled commencement time of the performance.
- 33.11 A call for stage employees to perform work prior to a performance and during a performance shall start at least sixty (60) minutes prior to the scheduled commencement time of the performance.
- 33.12 If an employee is required to return from a meal break less than thirty (30) minutes prior to the scheduled commencement time of a performance that employee shall be paid an additional one-half (1/2) hour at the applicable rate.

#### **ARTICLE 34 - Calling Procedure**

- 34.01 The time of a call shall be at the discretion of the Employer. The Employer shall advise the Union's Dispatch of the time of the call, the number of persons needed for each category of work and a preliminary work schedule based upon 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 Dispatch less than one hundred and twenty (120) 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 one hundred and twenty (120) hours referred to above.
- 34.02 It is understood and agreed that all crew calls will be made by sending either an e-mail or fax to the Union within the time limits and with the information required by Article 34.01 of the Collective Agreement.
- a) The Union's Dispatch will provide the current status of the crew call and provide the names of employees who are to be dispatched along with the details of any positions not yet filled no less than sixty (60) hours before the start of the call.

- b) To allow the Employer time to prepare employee paperwork, the Union shall make every effort to issue the completed crew call including the names of the employees to the Employer via either email or fax thirty six (36) hours the day prior to the call.
  - c) If the Dispatcher should determine that there may be some difficulty in filling the call or they cannot fill the call, they shall immediately contact the Technical Director by phone at the phone number designated by the Employer.
- 34.03 On any call the first person hired and the last person released shall be the Crew Chief. The Crew Chief may be required to act as a Department Head.
- Any call that is a Yellow Card show or employs more than twenty (20) stage hands at any given time during the setup, run, and/or strike, shall require the Crew Chief to only act in a supervisory role for the entire call. Due to the large size of these productions the Crew Chief may still assist any department, but cannot act as a Department Head and must be considered an extra worker on top of the crew requirements determined by the production or Employer. They will be present for setup, run, and strike.
- 34.04 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 duty prior to the release of technicians employed on such production in their department nor in the case of bona fide road crew or amateur technicians while any work is being carried out in their department.
- 34.05 If the Employer wishes to cancel a call, it shall do so by notifying the Union's Dispatch of the cancellation at least twenty-four (24) 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 twenty-four (24) 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.
- 34.06 Any reduction in the size of the crew required by a lack of work shall be accomplished by the release of that person or those persons designated by the Union's representative.
- 34.07 A minimum of four (4) Truck Loaders will be dispatched to unload and load semi-trailers. A minimum of two (2) Truck Loaders will be dispatched to calls for fully loaded five (5) ton trucks. Truck Loaders will be dispatched to calls for other size trucks as a designated position at the Employer's discretion. Should truck loading or unloading be completed in less than a minimum shift, designated Truck Loaders shall complete the unused portion of the minimum shift as a Stage Grip paid at the Truck Loader rate. When Truck Loaders are not designated by the Employer, any truck loading required shall be carried out by the stage employees as part of their regular duties.

- 34.08 Notwithstanding Article 33.08 it is understood and agreed that Employees may be engaged for a minimum two (2) hour call when all of the following conditions are met:
- a. The calls are for the set-up or take down of risers for Community Sponsored events taking place outside of the Cowichan Performing Arts Centre.
  - b. These calls shall not be combined with any other work associated with the bargaining unit and the Employer will not request or require the Employees to possess any skills not directly required for the work to be done.
  - c. The first Employee called will be paid at the Department Head rate and all others will be paid at the Operator rate.
  - d. These calls will be made directly by the Employer from a list of Employees compiled, in order of seniority, by mutual agreement of the Employer and the Union. The Union shall be notified of each call and the name(s) of the Employee(s) accepting the call.

#### **ARTICLE 35 – Amateur Productions**

- 35.01 The Employer will not hire or permit to be hired any person who is not a member of the bargaining unit to perform work for which the Union is certified.
- 35.02 Amateur productions may use unpaid stage personnel. Such persons shall be, at the discretion of, and, under the supervision of bargaining unit personnel at all times.
- 35.03 An amateur production is defined as a production produced by one of the following:
- (1) A society, which is registered under the *Society Act of B.C.* and whose object is to produce or present theatrical productions for the purpose of providing its members an opportunity to participate, without remuneration, as a member of the cast, directorial, administrative, design or production team.  
OR
  - (2) A non-commercial school such as those of the public school system of British Columbia or a recognized independent school whose productions are a part of the regular school program.  
OR
  - (3) An organization or person or group of people who receive no direct nor indirect remuneration, profit nor material benefit from such production and have been approved by the Island Savings Centre and the Union. Such approval shall not be unreasonably withheld.

- 35.04 The production may by agreement with the Union use paid professional personnel when required by the complexity of the production and the abilities of its members in the following categories: musician (where they are a member of an orchestra, normally situated in the orchestra pit, which accompanies the stage performers), director, choreographer, designers.
- 35.05 Technical operators, performers and others involved with the running of the performance shall be society members and shall not receive remuneration.
- 35.06 The Employer shall indemnify and save harmless bargaining unit employees from any injury or loss, which is not the result of gross negligence on the part of the bargaining unit employee, as a result of amateur personnel being employed on a production.
- 35.07 The Employer shall insure bargaining unit employees against any claims or law suits brought by any persons as a result of injury or damage while amateur personnel are employed on a production.
- 35.08 It is understood that for normal theatrical events and productions, the minimum crew call shall consist of Head of Lighting, Sound, and Carpentry.

It is further agreed that when stage crew duties during amateur productions at the Cowichan Theatre are of limited scope and scale, that the Employer may elect not to employ certain Heads of Departments under the following circumstances:

1. For any amateur production at the Cowichan Theatre which has no flying requirements other than setting the house soft goods and electrics in place and operating the main curtain, if required, the Cowichan Theatre need not employ a Head of Flies for the set-up, run and strike of the production provided that:
  - All fly system operation is done by the Head Carpenter.
  - The fly system is used “as is”, with house soft goods and electrics in the standard configuration.
  - Line sets are set only on standard, predetermined trim marks.
  - No additions or changes to the standard fly configuration are made for the production.
  - The Head Carpenter’s other responsibilities are not compromised; all fly moves are properly spotted buy a competent person.
2. For any amateur production at the Cowichan Theatre for which the Head Carpenter is able to set up and operate all properties without assistance, the Cowichan Theatre need not employ a Head of Properties for the set-up, run and strike of the production, provided that the Head Carpenter’s other responsibilities are not compromised.

The only exception to the minimum crew call shall be a film that requires nothing more than Head of Lighting, and Head of Sound (who shall also run video). Any future exceptions need to be mutually agreed upon between the Union and the Employer on a per show basis.

## **ARTICLE 36 - Computation of Pay**

- 36.01 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 period of work.
  - b. Time shall be calculated by the quarter ( $\frac{1}{4}$ ) hour so that an employee shall be paid for a full quarter ( $\frac{1}{4}$ ) hour period if any portion of a quarter hour period is worked.
  - c. When an employee returns to work after a meal break, the employee shall be paid not less than two (2) continuous hours at the applicable rate.
- 36.02 The following times shall be paid at one and one-half times ( $1\frac{1}{2}x$ ) the appropriate straight time rate:
- a. Time worked in excess of eight (8) hours (per production) in any day.
  - b. Time worked in excess of forty (40) hours straight time (per production) in any week.
- 36.03 All time worked in excess of eleven (11) hours (per production) in any one day shall be paid at two times ( $2x$ ) the straight time rate.
- All time worked in excess of eight (8) hours on a sixth ( $6^{\text{th}}$ ) consecutive day of work, provided forty (40) straight time hours have been worked.
- 36.04 Time worked while at straight time between midnight and 8:00 a.m. shall be paid a premium of one half ( $\frac{1}{2}$ ) the appropriate straight time rate.
- 36.05 Where a casual employee is scheduled to work on a statutory holiday, the employee shall be paid at one and one half times ( $1\frac{1}{2}x$ ) their normal wage/salary for all hours worked up to eleven (11) hours and two times ( $2x$ ) their normal wage/salary for all hours worked in excess of eleven (11) hours.

## **ARTICLE 37 - Holiday Pay**

- 37.01 Casual employees will be paid vacation pay at the rate of six percent (6%). Existing casual employees who are receiving more than six percent (6%) at the signing of this agreement will be grandfathered and continue to move through levels based on years of service as outlined below.

- i.) Eight percent (8%) of gross wages during the seventh (7<sup>th</sup>) and up to the end of the twelfth (12<sup>th</sup>) year of continuous service.
- ii.) Ten percent (10%) of gross wages during the thirteenth (13<sup>th</sup>) and up to the end of the twentieth (20<sup>th</sup>) year of continuous service.
- iii.) Twelve percent (12%) of gross wages thereafter.

**ARTICLE 38 – Pay in Lieu of Benefits**

38.01 In lieu of benefits, the Employer shall pay casual employees in addition to their normal wages six percent (6%) of regular earnings. Employees may elect to have three percent (3%), of the above six percent (6%), directed to the Canadian Entertainment Industry Retirement Plan.

**ARTICLE 39 – Canadian Entertainment Industry Retirement Plan**

39.01 It is understood that all employees who are eligible for the Municipal Superannuation Plan shall not have access to the Canadian Entertainment Industry Retirement Plan in Article 39.

39.02 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. 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 Canadian Entertainment Industry Retirement Plan, the employee shall complete a Canadian Entertainment Industry Retirement Plan application. Contributions as set out below shall commence on the next appropriate pay period.

If the employee chooses to enrol in the Canadian Entertainment Industry Retirement Plan, the Employer will contribute three percent (3%) of regular earnings in lieu of benefit pay to the Canadian Entertainment Industry Retirement Plan. The employee will match this three percent (3%) of regular earnings which the Employer will deduct and remit to the Canadian Entertainment Industry Retirement Plan.

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 to the Canadian Entertainment Industry Retirement Plan.

39.03 The Employer shall assist employees when joining the Registered Retirement Savings Plan.

IN WITNESS WHEREOF these two parties have set their hands this 14 day of June, 2019.

For The Employer  
(Cowichan Valley Regional District)

  
\_\_\_\_\_  
Ian Morrison, Chairperson

For The Union  
(IATSE Local 168)

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Joseph E. Barry, Corporate Secretary

  
\_\_\_\_\_  
Secretary Treasurer

## **APPENDICES**

### **APPENDIX A - JOB DESCRIPTIONS and POLICY**

The Employer agrees to provide current job descriptions which shall be available to the Union on request. Significant revisions of duties shall be subject to negotiated wage scale revisions.

**APPENDIX B - HOURLY RATES of REMUNERATION**

<b>OCC</b>	<b>Classification</b>	<b>\$0.60 Jan 1 2017</b>	<b>1.00% Jan 1 2018</b>	<b>1.00% July 1 2018</b>	<b>1.00% Jan 1 2019</b>	<b>0.50% July 1 2019</b>	<b>1.00% Jan 1 2020</b>	<b>1.00% July 1 2020</b>
<b>300</b>	Theatre Facilitator	31.95	32.27	32.59	32.92	33.08	33.41	33.74
<b>305</b>	Audience Services Supervisor	30.03	30.33	30.63	30.94	31.09	31.40	31.71
<b>310</b>	Assistant Technical Director	29.49	29.78	30.08	30.38	30.53	30.84	31.15
<b>315</b>	Crew Chief	26.36	26.62	26.89	27.16	27.30	27.57	27.85
<b>320</b>	Theatre Marketing Specialist	26.36	26.62	26.89	27.16	27.30	27.57	27.85
<b>325</b>	Department Head	24.23	24.47	24.71	24.96	25.08	25.33	25.58
<b>330</b>	Assistant Sound **	23.40	23.63	23.87	24.11	24.23	24.47	24.71
<b>335</b>	Operator/Rigger	22.94	23.17	23.40	23.63	23.75	23.99	24.23
<b>340</b>	Loader	22.07	22.29	22.51	22.74	22.85	23.08	23.31
<b>345</b>	Grip Technician	21.30	21.51	21.73	21.95	22.06	22.28	22.50

\*\* Assistant Sound shall be called when three (3) monitor mixes or more and/or ten (10) wireless microphones or more are on stage.

Negotiated:	January 1, 2017	\$0.60
	January 1, 2018	1.0%
	July 1, 2018	1.0%
	January 1, 2019	1.0%
	July 1, 2019	0.5%
	January 1, 2020	1.0%
	July 1, 2020	1.0%

Should the BC Consumer Price Index for Victoria be greater than 3.5% in 2019, either party may request that the wage rate for 2020 be reopened through a bargaining process if such request is filed by March 31, 2020.

## **APPENDIX C - CVRD GROUP PLAN BENEFITS**

As of the signing of this agreement the CVRD Group Plan Benefit Package is as follows:

### 1. Medical Services Plan

- Basic Medical coverage through the Province of British Columbia.
- Premiums paid 100% by the Employer.

### 2. Extended Health Benefits

- Premiums paid 100% by the Employer.
- Provides for reimbursement of prescription costs and eyeglasses, etc.
- \$25.00 deductible per year.
- Reimburses 80% of actual costs.
- Eyeglass coverage (\$500 maximum every 24 months).

### 3. Dental Coverage

- Premiums paid 100% by the Employer.
- Coverage as follows:
  - Plan "A" - 100%
  - Plan "B" - 100%
  - Plan "C" - 80% (lifetime maximum of \$4,000)

### 4. Life Insurance and A.D. & D

- Premiums paid 100% by the Employer.
- Coverage equivalent to three (3) times annual salary.

### 5. Long Term Disability

- Premiums paid 100% by the Employer

## **APPENDIX D – POSITION OF PYROTECHNICIAN**

1. A Pyrotechnician will be required to have the applicable federal license as issued by the Explosives Branch of the Government of Canada.
2. A Pyrotechnician will be paid at the rate of Department Head as provided in Appendix “B”.
3. An employee may hold the combined position of “Head of Props / Pyrotechnician” as long as no safety issues are compromised by these combined duties.
4. The Crew Chief, and Steward will consult on safety and other issues.
5. A Pyrotechnician who authorizes the discharge of pyrotechnics will assume all responsibility under their license.

## APPENDIX E - DEFINITIONS

**Business Day:** A business day covers Monday to Friday, not including statutory holidays.

**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.

**Car / Truck Loader:** A stage employee whose primary function is the loading and unloading of equipment from within a truck.

**Casual Employee:** Is an employee hired through the provisions of Article 31 of this Agreement to occupy a position on an intermittent basis, to perform specific short term or occasional functions.

**Crew Chief:** The functional supervisor of the stage crew. The Crew Chief may also be a Department Head.

**Day:** The total of all shifts worked on a calendar day which begins after 12:00 midnight. The end of the day is defined by a break of eight hours or greater between shifts which do not begin on the same calendar day.

**Department:** For the purposes of this Agreement a department is an area of work which incorporates distinct activities which distinguish it from other departments. As it relates to general operations of the Cowichan Theatre the departments are: Theatre Programming, Theatre Publicity and Technical. As it relates to stage operations, the departments are: Carpentry, Flying and Rigging, Electrics, Sound, Properties, Video, and Wardrobe. (Special effects are normally part of the Properties department but may be incorporated into other departments when more practical or appropriate.)

**Department Head:** The supervisor of a stage department and reports to the Crew Chief.

**Dependent:** A person who lives with the employee and is dependent on that employee for food and shelter.

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

**Grip Technician:** A stage employee who carries out work necessary for the technical requirements of a production. Each grip works within a department and reports to the Department Head.

**Operator:** A stage employee who operates a special piece of equipment such as a follow spot, lighting or sound console, forklift, pyrotechnic devices, fog machines and other special effects. Reports to the Department Head.

**Production:** For the purposes of this agreement a production is defined as a presentation or series of presentations, such as a festival of events, staffed by members of the bargaining unit.

**Probationary Employee:** Is any employee who has not yet completed the requirements of the probationary period. Probationary employees shall be entitled to the benefits and conditions of this agreement only where such are explicitly provided.

**Regular Full-Time Employee:** Is an employee covered by this Agreement who works a regular full-time work schedule as defined by Article 26.01 of this Agreement.

**Regular Part-Time Employee:** Is an employee covered by this Agreement who works less than full-time as defined by Article 26.01 of this Agreement but who works on a regular schedule.

**Rigger:** A stage employee whose primary responsibility is the safe installation of temporary rigging equipment associated with special or temporary technical equipment such as lighting trusses and the like.

**Shift:** A period of work which is unbroken except by "coffee breaks" or meal breaks.

**Student Employee:** A student enrolled in or intending to enrol/continue in a post secondary institution. The definition of a student will also include Co-Op Students who will not be returning to post secondary studies but who must, in order to complete their graduation requirements complete a final work experience term. All students within the certification shall pay Union dues. These Employees shall be defined as a temporary student position that cannot be used to displace any member of the Union. Students shall be the responsibility of the Employer.

**Temporary Position:** A temporary position is one created to fill a specific work requirement or replace an employee on leave. These positions shall be for a limited duration that must be specified in advance. Such positions may be filled by either a casual employee or a regular employee, dependent on the requirements of the position. The position shall be filled as per Article 24.05 (c).

**Letter of Understanding One**

**Between:**

The Cowichan Valley Regional District (the Employer)  
and  
The 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).

**Earned Flextime**

This Letter of Understanding will be for an extended trial period encompassing the 2014 to 2016 calendar years only. The following principles and guidelines shall represent how earned flextime will work under the Collective Agreement:

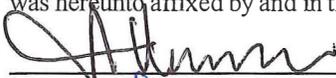
- a) The CVRD Flextime Principles and Guidelines Manual shall not apply.
- b) Earned flextime is intended for Regular Full-Time Administration Office employees only and cannot be used by any Stage positions including Assistant Technical Directors.
- c) Participation in earned flextime shall be voluntary and can be cancelled at any time by either the employee or the Employer with thirty (30) days written notice.
- d) Employees wishing to participate must first, in writing, request approval to join earned flextime from the Union. The Union will then notify the Employer whether approval is granted or not. This decision will be considered final.
- e) Employees participating in earned flextime will not have their wages or benefits reduced.
- f) Employees will work seven (7) hour and thirty (30) minute days on a modified work week that provides for a schedule of five (5) days for two (2) consecutive weeks and four (4) days for the third (3<sup>rd</sup>) week. The earned flexday will be regularly scheduled by mutual agreement on the same day and cannot be paid out as overtime.
- g) If operations require, the Employer may require an employee to work on a scheduled earned flexday. If this should occur, another earned flexday off must be granted and taken within four (4) work days.
- h) The extra thirty (30) minutes worked each day to earn flextime is not considered overtime. All time worked beyond the thirty (30) minutes shall count as overtime as per the Collective Agreement.
- i) Vacation days, sick days and personal leave days shall be as per the Collective Agreement.
- j) As employees will start the year owing the Employer time for the twelve (12) statutory holidays, employees shall designate one (1) of their first two (2) earned flexdays each year, as an earned flexday the employee will work.

Signed this 14 day of June

IN WITNESS WHEREOF the corporate seal of the Employer has been hereunto affixed, attested to by the hands of its proper officers in that behalf and has been executed by the duly authorized officers of the Union the day and year first above written.

**THE CORPORATE SEAL of the COWICHAN VALLEY REGIONAL DISTRICT**

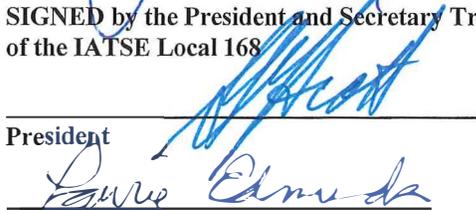
was hereunto affixed by and in the presence of **Ian Morrison, Chairperson**

  
\_\_\_\_\_  
Chair

Seal

Corporate Secretary **Joseph E. Barry, Corporate Secretary**

SIGNED by the President and Secretary Treasurer of the IATSE Local 168

  
\_\_\_\_\_  
President  
Secretary Treasurer

**Letter of Understanding No. Two**

**BETWEEN:**

**Cowichan Valley Regional District (CVRD)**

**AND:**

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

**Code of Conduct**

The Employer agrees to develop a Code of Conduct that will be included as part of all client contracts.

The Code of Conduct will outline reciprocal expectations for behaviour between clients and employees of the CVRD and make reference to complaint and dispute resolution procedures.

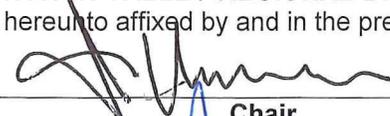
The Code of Conduct will make reference to the legal obligations of the parties under the BC Human Rights Code and WorkSafeBC.

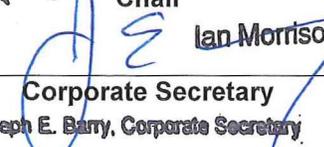
The Code of Conduct will make reference to the CVRD's Respectful Workplace Policy and Workplace Violence Prevention Policy.

Signed this 14 day of June, 2019 

IN WITNESS WHEREOF the corporate seal of the Employer has been hereunto affixed, attested to by the hands of its proper officers in that behalf and has been executed by the duly authorized officers of the Union the day and year first above written.

**THE CORPORATE SEAL** of the  
**COWICHAN VALLEY REGIONAL DISTRICT**  
was hereunto affixed by and in the presence of:

  
\_\_\_\_\_  
**Chair**  
**Ian Morrison, Chairperson**

  
\_\_\_\_\_  
**Corporate Secretary**  
**Joseph E. Barry, Corporate Secretary**

**SIGNED ON** behalf of the  
**INTERNATIONAL ALLIANCE OF THEATRICAL**  
**STAGE EMPLOYEES, LOCAL NO. 168**

  
\_\_\_\_\_  
**President**

Letter of Understanding No. Three

BETWEEN:

Cowichan Valley Regional District (CVRD)

AND:

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

Flextime Policy

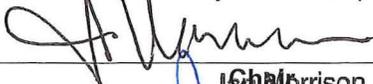
The parties agree that IATSE Local 168 Employees are able to participate in the CVRD's flextime program according to the Flextime Policy which includes the following provision;

*"Flextime is for regular full time employees, and temporary employees posted into a position for six (6) or more months, and in a Division or Section where flextime arrangements are operationally possible."*

Signed this 14 day of June, 2018

IN WITNESS WHEREOF the corporate seal of the Employer has been hereunto affixed, attested to by the hands of its proper officers in that behalf and has been executed by the duly authorized officers of the Union the day and year first above written.

**THE CORPORATE SEAL** of the  
**COWICHAN VALLEY REGIONAL DISTRICT**  
was hereunto affixed by and in the presence of:

  
\_\_\_\_\_  
Ian Morrison, Chairperson

  
\_\_\_\_\_  
Joseph E. Barry, Corporate Secretary

**SIGNED ON** behalf of the  
**INTERNATIONAL ALLIANCE OF THEATRICAL  
STAGE EMPLOYEES, LOCAL NO. 168**

  
\_\_\_\_\_  
President

