



and

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

AFL-CIO, CLC Local 168



November 1, 2021 to October 30, 2024

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LETTER OF UNDERSTANDING # 135

COLLECTIVE AGREEMENT

BETWEEN:

**VICTORIA STAGE INCORPORATED
(Hereinafter called the "Employer")**

OF THE FIRST PART

AND:

**THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES AND 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

PREAMBLE

This agreement shall cover the wages and working conditions of the members of the International Alliance of Theatrical Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC, Local #168 (or IATSE 168 - hereafter referred to as the employees) of Victoria Stage Incorporated, (hereafter referred to as the employer) who include but may not be limited to; Crew Chief, Department Head, Operator, Grip, Truck Loader, Ground Rigger, and High Rigger.

ARTICLE 1 - GENERAL PURPOSE

- 1.01** The general purpose of this Collective Agreement is to establish and maintain mutually satisfactory working conditions, hours of work and wages.
- 1.02** This Collective Agreement shall constitute the working conditions for the employees of the Employer.

- 1.03** All of the terms and conditions of this Agreement shall apply equally to all Employees without discrimination based on race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, criminal conviction unrelated to the employment of that person, age once of age of majority, or any other conditions defined by the Human Rights Code.
- 1.04** The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer.
- 1.05** The position of Director and the Board Members are excluded from regular employee positions as defined in Schedule “B” and may not perform that work.
- 1.06** The Production Coordinator may not assign themselves as Crew Chief except:
- (a) For the purposes of instruction;
 - (b) In cases of unforeseen staff shortages;
 - (c) In response to emergency, security or safety.
- 1.07** 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.
- 1.08** The Employer will not hire any person who is not a member of the bargaining unit to perform work for which the Union is certified.

Article 2 - UNION SECURITY

- 2.01** Every employee coming within the scope of this Collective Agreement shall become and remain a Member in good standing of the Union, except as otherwise provided for in this Collective Agreement.
- 2.02** It is understood that Stewards (who may not be the Crew Chief) shall be permitted without loss of pay, to leave their regular duties for a reasonable length of time in order to investigate and settle complaints if possible. 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.

Article 3 - DUES DEDUCTIONS

- 3.01** The Employer shall deduct from the wages of each employee such Union dues and assessments as may be prescribed by the Union and authorized by such assignment from time to time and shall remit to the Union once a month the amount deducted in the name of the employee. The Employer shall deliver to the Union once a month a written statement containing the names of the employees for whom the Union dues deductions were made, the percentage of dues remitted, and the amount of each deduction made under this Article in respect of the preceding month.

Article 4 - HIRING

4.01 Casual Stage Employees

Casual stage employees shall be hired in accordance with Article 10, Calling Procedures, for the set-up, run and take out of the production for which they are employed and employees shall be employed in the categories of work for which they were called.

- 4.02** Casual stage employees shall not be assigned to other categories of work except where the work available requires the Employer to reduce or increase the size of the crew. Crew size will be determined by a balance of precedent in the industry and local practice.

- 4.03** The Employer shall have the ability to approve by name the employees working in the position of Crew Chief per qualifications determined by the employer.

Crew Chief qualifications are detailed in Schedule "C."

- 4.04** Seniority and positions for casual stage employees not noted in Article 4.03 shall be determined by the Union.

- 4.05** The Employer may call casual employees, in accordance with Article 10, to assist Regular Employees in their work at the Grip rate as noted in Appendix "A."

- 4.06** Should casual work noted in 4.05 exceed sixteen (16) hours per week for a period of four (4) weeks, the position will be considered a regular position and hired in accordance with the terms in Article 31.

Article 5 - PROBATIONARY PERIOD

- 5.01** New casual stage employees shall serve a probationary period of ten (10) shifts during which time such an employee may be terminated if they are unsatisfactory for any work-related reason. The probationary period may be extended up to a further ten (10) shifts when necessary to determine the employee's suitability for employment.

Article 6 - WAGES AND SALARIES

- 6.01** Wages and salaries as set out in Schedule A shall apply and form part of this Collective Agreement.
- 6.02** 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 temporary assistance as noted in Article 10.04) then the employee shall be paid that higher rate of remuneration for their entire shift.
- 6.03** Wages shall be paid bi-weekly every second Friday by direct deposit only. Only in special circumstances shall an actual cheque be issued. Pay statements will include an itemized statement of hours worked in the pay period, at straight time and overtime, with rates of pay, year to date amounts, and all provincial and federal statutory deductions.
- 6.04** The Union will have the right to request other deductions from employees pay cheques for such items as, swag and outstanding dues. The employee must be notified in advance of this action by both the Union and the Employer.
- 6.05** Should an employee be terminated or no longer dispatched by either the Union or the Employer; The employee will receive their final pay cheque on the normal day the next pay cheques are made available. The forty-eight (48) hours noted in the Labour Code will not apply.

Article 7 - HOURS OF WORK

7.01 Hours of Work

Owing to the nature of theatrical operations the hours of work shall not be fixed with respect to time of day nor day of week but shall be as determined by the Employer based on operational needs and subject to the provisions of this Collective Agreement.

A calendar week shall begin Sunday at 00:01 (one minute past midnight) and end Saturday at 24:00 (midnight).

7.02 Work Day

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 ten (10) hours duration shall not constitute the end of a work day except in the following cases:

- (a) A casual stage employee accepting a call for a different production.
- (b) For the positions of Production Coordinator, Dispatcher, and Administrator.
- (c) In the case of annual time clock changes, the break from work shall be based on actual hours away from work.

Time shall be calculated and paid in thirty (30) minute increments. Paid meals will not fall under this clause, nor will time added for deferred rest breaks.

7.03 Reporting Pay

- (a) When an employee reports to work and performs work they shall be paid not less than four (4) continuous hours at the normal rate of pay, except where circumstances beyond the control of the Employer cause a cancellation of work, in which instance the employee shall be paid for time worked, with a minimum of two (2) hours.
- (b) Where an employee reports for work but does not actually start work, the employee shall be paid a minimum of two (2) hours unless the employee is unfit to work or fails to comply with the Industrial Health and Safety Regulation of the Workers' Compensation Board (WorkSafe BC).

- (c) When an employee reports for work and leaves of their own choosing due to personal reasons, an illness, or for not being physically fit/able to complete the job dispatched for, the employee shall be paid for time worked.
- (d) Where the Employer requires employees to report to work for Joint Health and Safety Committee meeting, the employee shall be paid a minimum of two (2) hours. The Employer shall notify the employee of the purpose of the meeting, the date, time and place a minimum of seven (7) days in advance.

7.04 Travel Time

There is no travel time paid under this Collective Agreement.

7.05 Calls

If an employee completes a call or shift in any day and performs work on the same production, in the same department, after a break of more than two (2) hours, it shall be considered a new minimum four (4) hour call.

Article 8 - MEAL BREAKS

8.01 Meal Breaks

- (a) Either of the following shall be defined as constituting a “meal break” for all stage production employees:
 - (i) One (1) unbroken, unpaid hour, within which an employee can eat a meal;
 - (ii) 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.
- (b) When an employee returns to work after an unpaid meal break, the employee shall be paid not less than two (2) continuous hours at the applicable rate.
- (c) No unpaid meal break shall be allowed during a shift of five (5) hours or less.

- (d) The normal time allowed between meal breaks shall be four (4) hours. When there is a continuous work period greater than five (5) hours, the employee shall be paid a premium of one-half times (½x) the straight time hourly rate of pay until such time as a meal is called.
- (e) The Employer shall not call an unpaid meal break less than two (2) hours from the beginning of a call or less than four (4) hours from the end of the previous unpaid meal break.

Article 9 - REST PERIODS

9.01 Employees shall be entitled to:

One (1) fifteen (15) minute paid rest break approximately midway through any shift of four (4) or more hours duration This rest period shall not interfere with the running of a performance and may be deferred to an alternate time or to the end of the shift.

9.02 The rest break shall not interfere with the running of a performance and may be deferred to an alternate time or the end of the shift as an extra fifteen (15) minutes of time worked. Any meal penalties will be paid based on the finishing time after the fifteen (15) minutes has been added (if the rest break is deferred).

9.03 Every effort will be made to give employees who work a show call position as an operator of a followspot or other show positions, where a rest break is not possible during the production, a rest break before they begin a strike which immediately follows the performance.

Article 10 - CALLING PROCEDURES FOR CASUAL STAGE EMPLOYEES

10.01 A call to perform work prior to a performance and/or during performance, shall normally commence sixty (60) minutes prior to the scheduled commencement time of the performance. With the agreement of the Union, the start time may be reduced to thirty (30) minutes prior to the commencement time of the performance.

10.02 The Union's Dispatcher shall dispatch fully qualified employees in accordance with the Employer's requirements.

- 10.03** On any production the first employee hired, and the last employee released shall be the Crew Chief.
- On calls with nine (9) or more dispatched employees, the Crew Chief occupies a supervisory position, and is not to act as a Head of Department or be assigned to a specific department. On these calls, the Crew Chief shall be remunerated at the CC9+ rate in Schedule A.
- On Calls with eight (8) or fewer dispatched employees, the Crew Chief occupies a working position, and shall act as a Head of Department. On these calls, the Crew Chief shall be remunerated at the CC8- rate in Schedule A.
- On certain calls with a crew of (4) or fewer dispatched employees, at the discretion of the Employer with the approval of the Local, a Crew Chief shall be remunerated at the CC4- rate in Schedule A. The CC4- position will not be used in the Save-On-Foods Memorial Centre.
- 10.04** Nothing herein shall restrict an employee hired for a particular job from assisting any other employee working in another department provided that department is staffed and such assistance is temporary in nature and does not affect the ability of that employee to properly perform the duties for which the employee was primarily hired.
- For the purpose of this article, temporary assistance shall be defined as several minutes of assistance and cannot be used to reduce or limit the number of crew needed to run a production in each department.
- 10.05** A Working Department Head will be assigned to each department in which work is being carried out and such Department Head shall not be released prior to the release of Grips employed on such production in their department. The exception to this rule is noted in Article 10.09 (a&d).
- 10.06** Four (4) Truck Loaders will be dispatched to unload and load semi-trailers. Under normal circumstances, a minimum of two (2) Truck Loaders will be dispatched to calls for 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 may be carried out by the stage employees as part of their regular duties providing they are physically able.

- 10.07** Any reduction in the size of the crew required by a lack of work shall be accomplished by the release of that employee(s) designated by the Union's representative and Crew Chief provided that the remaining employee(s) have the skills and qualifications to complete the work. The employer makes no guarantee that a position or call will not be reduced or cancelled.
- 10.08** If an employee is late for a scheduled shift the Steward or Dispatch shall immediately begin calling for a replacement. As soon as another employee indicates willingness to answer the work call, the first employee is relieved of the opportunity to work, and the second employee shall fill the position. The Employer shall pay the second employee from their actual start time. The employer shall have the right to be reimbursed by the Union for any time period where the employee was not present if the end result causes a financial loss to the Employer. If the first employee arrives for work before the Steward or Dispatch contacts a replacement, the first employee shall fill the position and have the time that they were late deducted to the nearest thirty (30) minutes. The Steward and Crew Chief will meet with the client to insure the shortage of labour does not unnecessarily delay the work scheduled to be done.
- 10.09** The Union makes no assumed or implied minimum personnel call, except for the following:
- (a) On smaller calls only, the Working Crew Chief may also act as a Head of Department.
 - (b) For every work line in operation, it is recommended that there should be two (2) High Riggers.
 - (c) For every two (2) High Riggers, there must be one (1) Ground Rigger.
 - (d) The employee designated as the First Aid attendant may be required to remain on the call to maintain First Aid coverage even if it means releasing senior members first.
- 10.10** In the event the Employer cancels a call, the Business Agent and Dispatch shall be notified of the cancellation by twenty-four (24) hours before the start of call. If such notice is not provided, and unless the Union consents to such cancellation, the Employer shall pay employees designated by the Union to fill the call an amount equal to that remuneration which the employees would have earned through two (2) hours of work at the applicable rate.

If the call is postponed without prior notice of twelve (12) 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. Further, if a call is cut down in size, prior to the commencement of work but subsequent to Dispatch assigning employees to that call, and within the time limits specified above, and unless the Union consents to such cancellation, that call will be deemed to be cancelled as far as the persons released from the call are concerned and the same terms shall apply.

Article 11 - OVERTIME & PREMIUMS

11.01 Casual Stage Employees:

- (a) Employees shall be paid at a rate of one- and one-half times (1 ½ x) the straight time rate in effect for:
 - (i) all time worked over eight (8) hours of work in a single day, up to eleven (11) hours.
 - (ii) all time worked in excess of forty (40) weekly hours.
- (b) Employees shall be paid at a rate of two times (2x) the straight time rate of pay in effect for:
 - (i) all hours worked in excess of eleven (11) hours in any day.
 - (ii) The seventh (7th) consecutive day, and all consecutive days thereafter except as noted in Letter of Understanding #1.

11.02 Shift Premiums

- (a) Time worked while at straight time between 00:00 (Midnight) and 08:00 shall be paid a premium of one-half times (½x) the straight time hourly rate.
- (b) Premiums shall be paid and listed as a separate line item on employee's pay stubs.

11.03 Excluding Article 8.01 (d), nothing in this Collective Agreement shall be construed so as to compound benefits payable under this Collective Agreement. It is agreed that the highest rate payable under this Collective Agreement is double time (2x).

11.04 Overtime rates apply to straight time actually worked, including deferred breaks, but is not applicable to un-worked portions of minimum calls. Deferred breaks will be paid out at one quarter (¼) of an hour, per break and added to the end of the shift at the applicable rate. The one quarter (¼) hour added for a deferred break will be added to actual finish time, not added after rounding to the next half hour.

Article 12 - VACATION PAY

12.01 Vacation Pay

The Employer shall pay to casual employees, in addition to their normal wages/salary, the amount as defined in Schedule "A" of gross wages earned.

Article 13 - STATUTORY HOLIDAYS

13.01 Entitlement

The following have been designated as statutory holidays:

New Year's Day	Family Day
Good Friday	Canada Day
Victoria Day	Labour Day
British Columbia Day	Thanksgiving Day
National Day for Truth and Reconciliation	Christmas Day
Remembrance Day	
Boxing Day	

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

13.02 Work on a Statutory Holiday

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

Article 14 - SAFETY AND HEALTH

- 14.01** It is agreed the Employer and the Union shall fully cooperate and ensure compliance with safety rules and practices. The Employer and the Union recognize the shared responsibility upon the Employer, Union and each individual by the Workers Compensation Board Act and other applicable legislation.
- 14.02** A Joint Health and Safety Committee shall be established in accordance with the Workers' Compensation Act requirements. Safety meetings will be held in accordance with the requirements of the Act. Directors may serve as Employer representatives, and the Union shall be allowed two (2) representatives on this committee.
- 14.03** An employee having to cease work as a result of an injury covered by the Workers' Compensation Act shall be paid only the amount of time they have worked up to the nearest half (½) hour.
- 14.04** The Employer shall carry Workers Compensation Board (WorkSafe BC) Insurance as is required by Law.
- 14.05** Riggers
- (a) To be dispatched as Head Rigger, an employee must be trained and certified in Fall Protection per WorkSafeBC regulations, have taken rescue training course offered by the employer, and be able to occupy the Ground and High Rigger positions.
 - (b) A minimum of two (2) Riggers on each call must be trained and certified in Fall Protection per WorkSafeBC regulations and have taken rescue training course offered by the Employer.
 - (c) All workers employed as High Riggers must be trained and certified in Fall Protection per WorkSafeBC regulations.
- 14.06** To be dispatched as Operator of Mobile Elevated Work Platforms or Forklifts, and employee must be trained and certified per WorkSafeBC regulations.
- 14.07** A minimum of two (2) Riggers on each call must have taken the High Angle Rescue Training course offered by the Employer.
- 14.08** The Employer agrees to hire and pay a premium for a First Aid attendant as outlined in the agreement and as required by the Workers' Compensation Act.

Article 15 - DISCIPLINE

- 15.01** The Employer, with consultation of the Union, shall have the right to discipline, refuse to hire, or dismiss any employee for which the Employer can show just cause.
- 15.02** “Just cause” in this Collective Agreement shall include, but not be limited to:
- (a) Breach of any rules and regulations made by the Employer governing the duties and functions of the employees which are reasonably 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 Collective Agreement
 - (b) Insubordination or failure to obey the instructions of their supervisor engaging in solicitation of extra, bargaining unit work from the employer’s clients.
 - (c) Inability to perform job duties or unable to demonstrate the experience or training need for the particular duties to be assigned.
 - (d) Intoxication or being under the influence of drugs or other substances while at work.
 - (e) Criminal dishonesty.
 - (f) Workplace Harassment/Bullying; or
 - (g) Working in an unsafe or dangerous manner.
- 15.03** Employees shall be able to review their personnel file at any time mutually agreeable by contacting the office.

Article 16 - MANAGEMENT RIGHTS

- 16.01** Subject to the terms and conditions of this Collective Agreement, the Employer has exclusive right to manage and direct the working force within the bargaining unit. The Employer is also given the rights outlined in 4.03.

- 16.02** The Union recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities and that the locations of operations, the schedules, the processes and means of dealing with products, materials and equipment are solely the responsibility of the Employer.
- 16.03** 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 Collective Agreement and shall apply equally to all employees.

Article 17 - CONTRACTING OUT

- 17.01** Nothing in this Collective Agreement shall preclude bona fide members of a road crew from performing work. For purposes of this Collective Agreement, a road crew shall be defined as persons employed by a traveling production to perform technical duties pertaining to the setup, run and strike of the production and who travel with the production.
- 17.02** Upon notice to the Union, the Employer may employ persons from outside the bargaining unit to operate specialized equipment not normally operated by members of the bargaining unit, except where the operation of such equipment becomes routine or reasonably regular and sufficient members of the union are qualified to operate such equipment.
- 17.03** If a VSI employee is contracted to work directly for a production, they shall work under their own contract, and may not be employed under this Collective Agreement during the term of the event or production in question.

Article 18 - GENERAL CONDITIONS

- 18.01** Pick up time and wash up time for stage employees will be allowed prior to quitting time. For the purpose of this article the normal minimum time shall be five (5) minutes.
- 18.02** The Employer agrees to provide the Union with software and computer usage, free of charge. This article may be extended to include other items or altered at any time by either party.

- 18.03** Casual stage employees are expected to wear stage blacks during a performance. Other than steel toed shoes, as long as employees are reasonably dressed, any other requests to wear (non-safety) specific items during a production or during the load in/out shall be considered a uniform. Introduction of a uniform shall require the Employer and the union to mutually agree to the terms prior to implementation.
- 18.04** All employees must provide the following personal protective clothing and equipment:
- (a) - general purpose work gloves
 - (b) - footwear which meets the requirement of CSA standards
 - (c) - safety headgear which meets the requirements of CSA standards.
 - (d) - clothing needed for protection against the workplace elements, of a type and in a condition which will not expose the employee to any unnecessary or avoidable hazards.
- 18.05** No employee shall be required to supply any tools on the Employer's premises other than the basic hand tool kit specified in Appendix 1. The employee may supply, at their own discretion, additional tools except for rigging safety and fall arrest equipment. If the employer cannot supply adequate or safe fall arrest or restraint equipment for an employee's body type, the Employee may provide their own equipment. The Employer must inspect and certify a riggers personal harness and equipment to ensure it meets or surpasses the employer's safety standards.

If an employee chooses to supply tools other than the basic hand tool kit in Appendix 1 , the Employer shall not be responsible for insuring these tools for loss.

Article 19 - LABOUR MANAGEMENT COMMITTEE

- 19.01** The Employer and the Union shall establish and maintain 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 with respect to the administration of this Agreement.
- The Labour Management Committee shall meet every three (3) months. This meeting may be deferred by mutual agreement of the Employer and the Union, to a maximum deferral of 2 (two) months.
- 19.02** The Employer and the Union shall each be entitled to at least two (2) representatives at each meeting of the Committee.

Article 20 - AMENDMENT

20.01 Any article of this Collective 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. Mutual agreement on any amendment, alteration or deletion must be signed by both parties and recorded as an official amendment of this Collective Agreement.

Article 21 - BULLYING, HARASSMENT, AND DISCRIMINATION

WHEREAS WorkSafe BC mandates that all BC Employers implement an appropriate bullying and harassment policy that creates a work environment free from bullying and harassment which includes the following:

- A. Steps to minimize bullying and harassment and procedures for the reporting and handling of incidents or complaints of bullying and harassment.
- B. A complaint process which provides a mechanism for workers who feel they are being bullied and or harassed in the workplace to report the matter to their Employer.
- C. An investigation process to respond to bullying and harassment complaints which describes how the Employer will deal with complaints.
- D. Training for workers and supervisors on recognizing the potential for bullying and harassment and the procedures for reporting and investigating complaints.

This Article is intended to ensure the parties adhere to the bullying and harassment requirements prescribed by WorkSafe BC.

21.01 The Employer and the Union recognize the right of all employees to work in an environment free from any form of bullying and harassment. It is understood that there will be zero tolerance when it comes to any bullying and harassment present in the workplace.

21.02 Workers who feel they are being harassed and or bullied should report the matter to the Steward on the call, Department Head, and or the Crew Chief as soon as possible. Workers who observe any harassment or bullying are also required to report the incident. Workers who feel they are being harassed and or bullied by the Employer, supervisor or a person acting on behalf of the Employer should report the matter in the same manner.

21.03 Both parties agree to work together to address bullying and harassment in the workplace and to attempt to resolve such complaints in a confidential manner.

- 21.04** The definition of harassment and bullying includes any inappropriate conduct or comment by a person towards a worker or client that the person knew or reasonably ought to have known would cause that individual to be humiliated or intimidated, but excludes any reasonable action taken by an Employer or supervisor relating to the management and direction of workers or the place of employment.
- 21.05** All Supervisors, including Stewards, Department Heads, and Crew Chiefs, are responsible for the workers under their direct supervision and must adhere to the Employer's bullying and harassment policies and procedures.
- 21.06** Workers and Supervisors will be trained on recognizing the potential for bullying and harassment; responding to bullying and harassment incidents; and procedures for the reporting and investigation of complaints of bullying and harassment.
- 21.07** The investigation of complaints filed by Union employees shall be conducted by the Employer, the Union, and the Steward, either immediately or promptly after the date in question depending on the severity of the situation. The investigation of complaints will include interviews of all relevant individuals. The Employer, Union, Supervisors and workers are expected to participate in good faith and honestly in the investigative process. In consultation with the Union, the Employer may take or implement temporary measures while a matter is being investigated to allow work to continue safely. This may include splitting the parties up and assigning different duties, releasing an employee(s) from work, and or issuing verbal warnings.
- 21.08** Complaints of bullying and harassment, if not satisfactorily resolved by the parties, shall be resolved by the grievance procedure under the Collective Agreement.
- 21.09** The Employer and Union will annually review this clause to ensure there is on-going compliance with the WorkSafe BC requirements for bullying and harassment.
- 21.10** Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance or workplace relationships or endangers an employee's employment status or potential.
- 21.11** Personal harassment shall be defined as any practice that undermines an employee's health, job performance or workplace relationships or endangers an employee's status or psychological well-being.

Article 22 - GRIEVANCE PROCEDURE

- 22.01** Where a difference arises between the Union and the Employer relating to the interpretation, application, operation or alleged violation of this Agreement, there shall be no stoppage of work.
- 22.02** Within ten (10) working days of the alleged violation, the Union shall be required to meet with the Employer to discuss the matter and attempt to resolve the issue.
- 22.03** The Union and Employer may by mutual agreement, in writing, extend the limits set out in this Article provided such extension is requested prior to the expiry of the time allowed at the Step.
- 22.04** The Member(s) representing the Union in any grievance procedure or other differences arising, may not also hold a position on the Board of Directors with the Employer.

Article 23 - HEALTH AND WELFARE FUND

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

Article 24 - IATSE TRAINING TRUST

- 24.01** The Employer agrees to contribute an amount equivalent to one half of one percent (0.5%) of gross wages paid each month to the IATSE Entertainment & Exhibition Industries Training Trust Fund.

Article 25 - CANADIAN ENTERTAINMENT INDUSTRY RETIREMENT PLAN (CEIRP)

25.01 Employees who qualify shall complete a Canadian Entertainment Industry Retirement Plan (CEIRP) application or sign a declaration to decline participation in the plan, therefore forfeiting the Employer's contributions. Should an employee waive their right to participate and then later wish to enrol in the RRSP, the employee shall complete an RRSP application. Contributions as set out below shall commence on the next appropriate pay period.

Once the employee is officially a Member of the plan, the Employer shall contribute an the amount as defined in Schedule "A" of gross wages earned to individual RRSP accounts where an employee agrees to contribute a minimum of the equivalent amount as defined in Schedule "A" of all wages earned.

Employees may contribute in excess of the amount defined in Schedule "A," per the rules of the CEIRP.

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.

25.02 Contributions will be distributed to the Canadian Entertainment Industry Retirement Plan quarterly one (1) week prior to the end of the following months: February, May, August, and November.

25.03 Employees who have reached the age cap and are no longer permitted to pay in to the RRSP or direct their funds to their spouse (who is under the age cap) shall instead have the Employer's contribution paid out on each cheque as an added benefit. This Article only applies to employees who had previously joined and contributed to the RRSP plan.

25.04 The Employer shall assist employees when joining the Canadian Entertainment Industry Retirement Plan.

Article 26 - BENEFITS

26.01 In lieu of benefits, the Employer shall pay employees in addition to their normal wages/salary, the amount as defined in Schedule "A" of gross wages earned.

Article 27 - TRAVEL

27.01 No employee shall be required to supply a vehicle for company business.

27.02 An employee, only when authorized by the Employer, may use their own vehicle for company business and shall receive an allowance as defined in Schedule "A."

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

27.04 In addition to the applicable wage scale, the Employer will cover the cost of all necessary lodging expenses (lodging to be single occupancy equal to the Canadian Automobile Association (CAA) standards where reasonably available) plus approved per diem of as defined in Schedule "A" and transportation expenses, to, from, and while travelling on the job.

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

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

Article 28 - EXISTING TERMS AND CONDITIONS

28.01 All explicit or implicit terms and conditions of work and understanding between the Union and the Employer which are not contrary to this Agreement shall continue in full force and effect.

Article 29 - LOCK OUTS AND STRIKE

- 29.01** 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.
- 29.02** It is understood that refusal to cross any legal Union picket line resulting from a legal strike as defined in the Labour Relations Code of B.C. shall not constitute a breach of this Agreement.

Article 30 - NEW OR CHANGED STAFF CATEGORIES AND/OR RATE OF PAY

- 30.01** When the Employer creates a new position or it significantly changes the work of an existing position, the staff category and proposed rate of pay shall be forwarded to the Union prior to the commencement of the work or rate change. Within ten (10) days of receipt of a new or significantly changed staff category and/or rate of pay the Union may reply, in writing, that it disagrees with the Employer. Failure by the Union to file its disagreement with the Employer within the ten (10) days shall render a dispute null and void and the Employer's decision shall be implemented. When the Union files its disagreement with the Employer, a meeting shall be scheduled with a representative from each party to discuss the difference and attempt to reach agreement.
- 30.02** The Employer shall not alter significantly the conditions of work of the employees without prior notice to and consultation with the Union.
- 30.03** In the event the Employer determines training or orientation is required for new methods of operations, employees shall be given a period of time to acquire the skills necessitated by the new method of operations, at the expense of the Employer.
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REGULAR EMPLOYEES

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

Article 31 - HIRING

- 31.01** Regular employees shall be hired directly by the Employer after notifying the Union. All regular employees shall be governed by this agreement.
- 31.02** When a new position is created or when a vacancy occurs, the Employer shall notify the Union and provide a copy to the Union for electronic distribution to Union Members. If a vacancy is not to be filled, the Employer shall advise the Union in writing.
- 31.03** Job postings shall contain the nature of the position, qualifications, required knowledge, education and skills, and wage rate per Schedule "A".

Article 32 - REPORTING PAY

- 32.01** The Office Administrator shall directly deal with the operations of the company and be paid at the rate noted in Schedule "A." Other than vacation pay noted in 12.01, the RRSP noted in 26.01, and being paid in half (1/2) hour increments as noted in 7.02, no other benefits, minimum calls, or overtime shall be paid for this type of work.
- 32.02** The Production Coordinator shall liaise with clients and build production schedules and be paid at the rate noted in Schedule "A." Other than vacation pay noted in 12.01, the RRSP noted in 26.01, and being paid in half (1/2) hour increments as noted in 7.02, no other benefits, minimum calls, or overtime shall be paid for this type of work.
- 32.03** The Dispatcher employed in dispatch service shall be paid at the rate noted in Schedule "A." Other than vacation pay noted in 12.01, the RRSP noted in 26.01, and being paid in half (1/2) hour increments as noted in 7.02, no other benefits, minimum calls, or overtime shall be paid for this type of work. The position of Dispatch shall be a salaried position based on a twenty (20) hour work week.

32.04 Regular Employees will be required to submit a basic timesheet showing the date, task, and number of hours worked every two (2) weeks in order to be paid.

Article 33 - Work Day/Week

33.01 Owing to the nature the work, the hours of work shall not be fixed with respect to time of day nor day of week but shall be as determined by the Employer based on operational needs and subject to the provisions of this Collective Agreement.

33.02 Work Day/Week

- (a) 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.
- (b) An employee shall receive at least thirty-two (32) consecutive hours free from work each week, except in cases of emergency.
- (c) Calendar Week - Notwithstanding the above, a calendar week shall begin Sunday at 00:01 (one minute past midnight) and end Saturday at 24:00 (midnight).
- (d) In case of annual time clock changes, the break from work shall be based on actual hours away from work.

33.03 For Regular Employees, one (1) unpaid meal break plus two (2) coffee breaks shall be given and considered taken each day. The remainder of Articles 8 and 9 shall not apply.

Article 34 - LAYOFF AND RECALL

34.01 The Union shall be notified in writing within seven (7) days of all layoffs and recalls.

34.02 Layoff: 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 reasonable provisions to aid in securing alternative employment or otherwise alleviate hardship caused by such layoff.
- (b) Regular 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 twelve (12) weeks. Failure to provide notice shall result in equivalent compensation in pay.
- (c) If a lay off extends past twelve (12) months, it will be deemed to be a permanent termination, except in the case of a public health emergency or natural disaster as declared by the appropriate Provincial authorities.

34.03 Recall:

- (a) Regular employees shall retain the right of first refusal for all work in their position.
 - (b) Periods of employment of less than sixteen (16) hours per week by a laid off Regular Employee on the recall list shall not create any new or additional recall rights.
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Article 35 - SUCCESSOR RIGHTS

- 35.01** Where the business of the Employer is sold, leased, transferred, merged or otherwise disposed of, the purchaser, lessee or transferee shall be bound by all of the terms and conditions of this agreement. Likewise, where the Union is merged or transferred the new Union shall be bound by all the terms and conditions of this agreement.

Article 36 - TERM OF COLLECTIVE AGREEMENT

- 36.01** This Collective Agreement shall be for in effect from November 1, 2021, until October 30, 2024, inclusive and shall remain in full force and effect from year to year following the expiration of the term until notice of desire to change, amend, or terminate such Collective Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Collective Agreement to be executed this _____ day of _____, 2021 .

For the EMPLOYER:

Victoria Stage Inc.

Sealed with the seal of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States, Its Territories and Canada, Local 168 in the presence of:

For the UNION:

I.A.T.S.E. Local 168

I.A.T.S.E. Local 168

APPENDIX 1 - JOURNEYPERSON'S TOOL KIT

Each employee as a condition of employment shall be required to provide a basic hand tool kit consisting of:

Carpenters:

Claw Hammer
Tape Measure
Crescent Wrench with Safety Strap
Multi-bit Screwdriver (or equivalent screwdriver)
Pocket Flashlight
Work Gloves
Chalk
Pen or Pencil
Small Notebook

Electricians & Sound:

Tape Measure
Crescent Wrench with Safety Strap
Multi-bit Screwdriver (or equivalent screwdriver)
Pocket Flashlight
Work Gloves
Chalk
Pen or Pencil
Small Notebook

Properties:

Tape Measure
Pen or Pencil
Small Notebook
Pocket Flashlight

Wardrobe:

Tape Measure
Fabric Scissors
Pocket Flashlight

SCHEDULE "A" - WAGES and SALARIES

	Current	November 1, 2021	November 1, 2022	November 1, 2023
STAGE EMPLOYEES		\$1 Bump	2%	2%
Crew Chief (9 or more crew)	\$34.48	\$35.48	\$36.19	\$36.91
Crew Chief (1 to 8 crew)	\$30.25	\$31.25	\$31.88	\$32.51
Crew Chief (1 to 4 crew)		\$30.25	\$30.86	\$31.47
Working Dept. Head	\$28.84	\$29.84	\$30.44	\$31.05
Operators & Forklifts	\$27.46	\$28.46	\$29.03	\$29.61
Grip / Wardrobe	\$23.50	\$24.50	\$24.99	\$25.49
Truck Loader	\$24.45	\$25.45	\$25.96	\$26.48
Ground Rigger	\$28.00	\$29.00	\$29.58	\$30.17
High Rigger	\$36.10	\$37.10	\$37.84	\$38.60
Head Rigger	\$40.65	\$41.65	\$42.48	\$43.33
Office Operations	\$30.60	\$31.60	\$32.23	\$32.88
Dispatcher		\$24.00	\$24.48	\$24.97
Production Coordinator		\$31.00	\$32.23	\$32.88
First Aid Attendant (for crew over 75)		\$28.46	\$29.03	\$29.61
First Aid (premium added to rate for crew under 75)	\$3.00	\$3.00	\$3.00	\$3.00
Milage (per kilometer	\$0.50	\$0.65	\$0.66	\$0.68
Per diem		\$65.00	\$66.30	\$67.63
CEIRP contribution	4%	5%	5%	5%
Vacation percentage	4%	4%	4%	4%
Benefit percentage	1%	1%	1%	1%

Jobs that require special skills normally not required for stage employees shall be negotiated on a per job basis. Examples of this type of work are: Scenic Painting, Finished Carpentry, Plumbing, and Electrical.

NOTES

- Retro will not be paid prior to November 1, 2021.
- It is understood that the Crew Chief shall normally count as one (1) of the working employees when determining if the crew size is over or under nine (9) people.

SCHEDULE "B" - STAFF CATEGORIES

Crew Chief:	The supervisory stage crew member on any call. A Crew Chief must have current First Aid certification, at a minimum of OFA 1. In situations where fall protection is required, a Crew Chief must be trained and certified in Fall Protection per WorkSafeBC regulations and have taken a rescue training course offered by the Employer.
Department Head:	The supervisory crew member in their department.
Operator:	Operates particular equipment, including follow spot, control console, forklift, and projection equipment, and reports to their Department Head. Mobile Elevated Work Platforms or Forklift Operator must be trained and certified per WorkSafeBC regulations.
Grip:	Performs general stage crew functions, and reports to their Department Head. Grips must meet the qualification standards specified in Employment Requirements in order to work in any department.
Truck Loader:	Performs the function of loading and unloading all trucks and trailers the contain production equipment.
Ground Rigger:	Responsible for preparing all rigging all hardware that can be assembled on the ground.
High Rigger:	Responsible for rigging and installing all points and hardware located above the ground. To be trained and certified in Fall Protection per WorkSafeBC regulations and have taken rescue training course offered by the Employer.
Regular Employee:	Hired directly by VSI in non-dispatched positions which include: Dispatch Production Coordinator Administration

SCHEDULE "C" – CREW CHIEF QUALIFICATIONS

The following are the list of basic requirements for employees seeking dispatch as Crew Chief. There shall be three (3) categories of Crew Chief.

- All Crew Chiefs:A Crew Chief must have current First Aid certification, at a minimum of OFA 1. In venues where rigging is required, a Crew Chief must be trained and certified in Fall Protection per WorkSafeBC regulations and have taken rescue training course offered by the Employer.
- Crew Chief 9+: Must possess current boom and forklift certification. Ability to manage crew scheduling templates and billing spreadsheet. Client interaction skills as deemed appropriate by the Employer. Ability to work as a Head of Department in one of the following: Lights, Sound, Carpentry, Video, Rigging, Wardrobe.
- To be considered for this position, a candidate must have acted as Crew Chief 8- for Victoria Stage Incorporated or served in a similar position with another IATSE 168 Employer.
- Crew Chief 8-: Possess Client interaction skills as deemed appropriate by the Employer. Ability to work as a Head of Department in one of the following: Lights, Sound, Carpentry, Video, Rigging, Wardrobe. If a boom or forklift is to be used on the jobsite, the CC8- must have appropriate certification.
- The sole exception to the above requirements, save First Aid requirement, is to act as CC8-/Followspot operator for Victoria Royals hockey games.
- Crew Chief 4-: Possess client interaction skills as deemed appropriate by the Employer. Ability to work as a Head of Department in one of the following: Lights, Sound, Carpentry, Video, Rigging, Wardrobe. If a boom or forklift is to be used on the jobsite, the CC4- must have appropriate certification.

LETTER OF UNDERSTANDING # 1

BETWEEN:

Victoria Stage Incorporated

AND:

The International Alliance of Theatrical Employees, Moving Picture
Technicians, Artists and Allied Crafts of The United States, Its Territories
and Canada, AFL-CIO, CLC, LOCAL #168

Overtime & Premiums at the Save on Foods Memorial Arena

This Letter of Understanding is attached to and forms part of the Collective Agreement and remains in full force and effect for the term of the current Collective Agreement.

With regard to Article 11.01 b ii, overtime on the seventh (7th) consecutive day and all consecutive days thereafter at two times (2x) the straight time rate of pay will not be utilized for the Save-on-Foods Memorial Arena.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this ____ day of _____ in the year 2021, in the City of Victoria, BC.

FOR THE EMPLOYER FOR THE UNION

Victoria Stage Inc.

IATSE, Local 168

IATSE, Local 168