COLLECTIVE AGREEMENT

Between

THE ROYAL & MCPHERSON THEATRES SOCIETY

and

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS & ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES & CANADA AFL-CIO, CLC LOCAL 168

January 1, 2020 to December 31, 2022

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COLLECTIVE AGREEMENT

BETWEEN:

THE ROYAL AND MCPHERSON THEATRES SOCIETY
(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

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 good will, 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 Union security and the prompt and equitable disposition of grievances for both parties subject to the provision of this Agreement.

1.03 This Agreement shall constitute the working conditions for the employees of the Employer except those positions excluded under Article 2, Union Recognition.

1.04 All of the terms and conditions of the Agreement will apply equally to all employees without discrimination as to gender, sexual orientation, ethnicity, age or religion, as defined by the **BC** Human Rights **Code**.

ARTICLE 2 - UNION RECOGNITION

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Royal and McPherson Theatres Society as set forth in the BCLRB Order of May 13, 2002, revising the certification to be:

"Employees of the Employer who are Box Office employees, Front of House employees, **Custodial** employees, Stage employees."

2.02 Excluded staff may not perform bargaining unit work, except:

(a) For the purposes of instruction;

(b) In cases of unforeseen staff shortages;

(c) In response to emergency, security or safety.

2.03 Notwithstanding 2.02 above, no performer or production personnel, shall be permitted to use/set up the stage, backstage areas, dressing rooms or theatre auditorium unless a bargaining unit member is present for each department affected.

ARTICLE 3 - UNION SECURITY

3.01 Every employee coming within the scope of this Agreement shall become and remain a member in good standing of the Union, except as otherwise provided for in this Agreement.

3.02 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.

3.03 The Employer shall provide bulletin boards both backstage and Front of House which are accessible to all employees upon which the Union shall have the right to post notice of meetings and such other notices that may be of interest to the employees.

3.04 Communication

All official communication between the Employer and the Union shall be directed in writing through the Secretary-Treasurer or other designated official of the Union at the mailing address of the Union or by e-mail at the address supplied by the Union.

3.05 Copies and Printing of the Agreement

(a) The Employer shall print and maintain sufficient copies of this Agreement for distribution to employees.

(b) The cost of printing the collective agreement shall be shared equally by the Employer and the Union.

3.06 Union Right of Entry

An authorized representative(s) 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 grievance or potential grievance, but such representative(s) shall not interrupt or interfere with any work in progress.

3.07 Stewards

Stewards shall have one (1) year's service with the Employer and will be recognized in all venues covered by this Agreement and shall not be discriminated against. **A steward shall be designated for all shifts. Stewards shall be designated for Stage and Front of House areas of work when those areas are working**. The Employer shall be notified by the Union of the name, or names of such Stewards.

3.08 It is understood that Stewards, after consultation with 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 complaints if possible.

ARTICLE 4 - UNION INSIGNIA

4.01 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. The insignia shall at no time be used in a manner detrimental to the interest or welfare of the Employer or the Union.

4.02 When the Employer prints programs, the Union shall be given credit in the production program for work carried out by members of the union. At the Union's request the Union insignia may be displayed in the program at no additional cost to the Employer. The Union shall provide "camera ready" copy for any such display.

4.03 Where recognition of any other Union or professional organization (such as The Actors' Equity Association, The American Federation of Musicians or The Associated Designers of Canada) is displayed on the premises of the Employer or the performance venue, the Employer shall likewise recognize the Union in a manner mutually acceptable to the Employer and the Union. The cost of such display shall be borne by the Union.

ARTICLE 5 - DUES DEDUCTIONS

5.01 Upon receipt of a statutory form of assignment duly completed, 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 employees' gross wages, and the amount of each deduction made under this Article in respect of the preceding month. All union dues and assessments and moneys otherwise owed to the Union shall be paid to the Treasurer of the Local by the second Wednesday of each month for the previous month.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 Subject to the terms and conditions of this Agreement, the Employer has exclusive right to manage and direct the working force within the bargaining unit.

6.02 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.

6.03 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.

ARTICLE 7 - HIRING

7.01 Employees, other than casual stage employees, shall be hired directly by the Employer.

7.02 Posting **and Filling** Vacancies

Where a vacancy occurs, or a regular position is created the Employer shall notify the Union in writing.

The Employer shall post notice of the vacancy in the Employer's offices and on all bulletin boards, for a minimum of five (5) working days, containing the nature of the position (e.g., nature of position, qualifications, required knowledge, education, skills, hours of work, wage/salary).

Casual employees shall be eligible to apply for any regular vacancy posted under this Article provided always they possess the necessary qualifications, experience, skill and ability to perform the work in question.

Casual employees who are interested in positions above the entry level shall provide the Employer with a written expression of interest application in such positions.

The Employer shall fill casual positions above the entry level through the expression of interest application. In making their determination the Employer shall consider required knowledge, education, and skills. When these factors are equal among applicants, then existing employees having the greatest seniority shall receive preference. All determinations of qualifications, experience, skill and ability shall be made by the Employer.

Where there are no suitable applicants, the Employer may recruit from outside.

7.03 Appraisal Period

With the exception of casual stagehands, where a current employee is selected to fill a vacancy, the employee shall serve an appraisal period not exceeding three (3) calendar months in the**ir** new position. During this period the employee shall be returned to their former position (or equivalent to their former position) and pay rate without a loss in seniority if:

(a) the Employer considers the employee to be unsatisfactory or unable to perform the duties of the**ir** new position to the satisfaction of the Employer,

or

(b) the employee is unwilling to continue to perform the duties of the**ir** new position, provided the position remains vacant or has not been permanently filled by an external candidate.

Other employees promoted as a result of the vacancy shall also be returned, without loss of seniority, to their former position and pay rate.

7.04 The Union shall be notified in writing within seven (7) days of all promotions, demotions, hirings, transfers, resignations, deaths or other terminations of employment.

7.05 Casual Stage Employees

Casual stage employees shall be hired in accordance with Article 18, 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.

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. To avoid any actual or anticipated breach or similar grievance on the part of the Employer or employee, crew size will be determined by a balance of precedent in the industry and local practice.

When the Employer requires casual stage employees for "run" only, it is understood the call shall include the "take out".

If the Union Dispatcher is unable to supply qualified employees, the Employer may hire employees elsewhere. Such persons shall register with the Union and shall be covered by this Agreement.

7.06 Casual Front of House Employees

Casual FOH employees **may** lose their opportunity for future employment when they do not accept any offers of work in a period of three (3) consecutive months, provided work was offered **during that time period**. The following circumstances shall also apply:

(a) Offers of work will not count towards the above limit when an employee has advised the Employer in writing at least seven (7) days in advance about their availability for specific dates or days of the week.

(b) Offers of work that are issued less than seven (7) days in advance and are not accepted by the employee shall be considered last minute and will not count towards the above limit.

(c) Employees with a least one (1) year of service may request a leave up to a maximum of six (6) months where operational considerations will be the paramount concern in approving the leave requested. The request for leave shall be in writing, and a request to return to service will be in writing. A leave of six (6) months or less shall not impact seniority.

ARTICLE 8 – SCHEDULING

8.01 (a) Casual employees, other than casual stage employees, shall be scheduled by the Employer based on operational requirements**, per calendar month,** and posted **in print and online** one week prior to the calendar month.

(b) For the purpose of scheduling Front of House employees, there shall be **five (5)** separate lists from which employees shall be selected in seniority order for work assignments. They shall be:

Head Bartender
Ushers
Concessionaires
Bartenders
Supervisors

It shall be understood that the list for concessionaires shall include employees who work in the roles of coat check and merchandise sellers. Their pay shall also be that of concessionaires.

It is further understood when there is no alcohol requirement, the list of concessionaires shall be utilized before bartenders.

8.02 Scheduling of employees shall be based on qualifications with seniority being the determining factor.

8.03 No employee shall be required to find their own replacement.

ARTICLE 9 - PROBATIONARY PERIOD

9.01 All newly hired employees, other than casual stage employees, shall serve a probationary period not exceeding three (3) consecutive months from the date of hire, during which period such an employee may be terminated if **they are** unsatisfactory for any work related reason. Upon satisfactory completion of the probationary period, the employee's seniority shall commence on the date of initial appointment.

9.02 The probationary period may be extended a further three (3) consecutive calendar months at the discretion of the Employer for the purpose of determining an employee's suitability for permanent employment.

9.03 New casual stage employees shall serve a probationary period **of 120 (one hundred and twenty) hours** 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 **120 (one hundred and twenty) hours** when necessary to determine the employee's suitability for employment.

ARTICLE 10 - SENIORITY

10.01 Seniority for employees, other than casual stage employees, shall be based on the date of hire. In the event more than one employee has the same date of hire, seniority shall be determined by the order in which the employee's application was received.

10.02 Seniority for casual stage employees shall be determined by the Union.

10.03 No employee shall lose seniority when:

(a) **they are** absent from work due to a bona fide illness, accident or injury;

(b) **they are** on any other leave that may be approved by the Employer;

(c) **they are** laid-off for less than twelve (12) consecutive months;

(d) **they are** on leave to attend to Union business.

10.04 On resuming employment as a result of **10**.03, an employee shall be reinstated to their previous position or a comparable position **for which they have proven skills, abilities and qualifications** if their previous position has been eliminated.

10.05 The Employer will provide the Union an up-to-date seniority list annually as of August 1st of each year for bargaining unit employees, other than casual stage employees. The seniority list will include the following information:

(a) Employee name

(b) Job title

(c) Full or part-time status

(d) Seniority

ARTICLE 11 - LAYOFF & RECALL

11.01 Layoff

(a) In the event the Employer determines it necessary to lay off regular employees due to a lack of work, regular employees will be laid-off in reverse order of seniority within their department provided always that the employee(s) remaining shall have the qualifications, experience, skill and ability to perform the work.

(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.

11.02 Recall

(a) Regular employees shall be recalled to work in order of seniority provided they have the qualifications, experience, skill and ability to perform the work.

(b) A regular employee who does not respond within forty-eight (48) hours of the Employer's attempt to make contact, or who refuses to report for work, shall be placed at the bottom of the list of employees eligible for recall.

(c) The date and time of recall may be extended upon the approval of the Employer should a regular employee have extenuating personal circumstances which make it impractical to report to work as required. Such approval shall not be unreasonably withheld.

(d) It shall be the responsibility of all regular employees on layoff to provide the Employer with a current **and reliable means of contact via either cell phone with texting capabilities, a reliable landline, and a reliable email address.**

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

ARTICLE 12 - WAGES AND SALARIES

12.01 Wages and salaries as set out in Schedule A shall apply and form part of this Agreement.

12.02 Where a Front of House and/or Box Office employee is required or requested by the Employer to be available to perform work in a classification for which a higher remuneration is provided for greater than one half (1/2) hour then the employee shall be paid that higher rate of remuneration while so employed to be paid in half hour increments.

Where a Casual Stage 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) then the employee shall be paid that higher rate of remuneration for **their** entire shift.

12.03 Wages shall be paid bi-weekly every second Friday by direct deposit (electronic funds transfer) to a financial institute of the employee's choice. Pay statements will include an itemized statement of hours worked in the pay period, at straight time and overtime, with rates of pay and all provincial and federal statutory deductions.

Employees shall be notified of payment via email along with instructions on how to access pay statements.

12.04 Willful non-payment of wages when due or non-payment of moneys due to the employees and the Union shall constitute a fundamental breach of this Agreement.

12.05 When a Union employee is temporarily appointed by the Employer to relieve the Technical Director, Box Office Manager, and/or Front of House and Building/Facilities Services Manager for vacation, illness, or other extended absence and is required to perform a limited number of duties of the higher position, a pay adjustment in an amount determined by the Employer, prior to commencing such duties when it is practical to do so, shall be made to compensate for the additional responsibilities assumed. Such adjustment will not be less than ten percent (10%) above the employee's regular rate.

ARTICLE 13 – MUNICIPAL PENSION PLAN & CANADIAN ENTERTAINMENT INDUSTRY RETIREMENT PLAN

13.01 Municipal Pension Plan

All newly hired regular employees shall participate under the Municipal Pension Plan, subject to the terms and conditions of such Plan.

Casual employees, who become eligible subject to the terms and conditions of the Pension Benefits Standards Act, may participate in the Plan.

It is understood that all employees who are eligible for the Municipal Pension Plan shall not have access to the **Canadian Entertainment Industry** Retirement

Plan **(CEIRP)** in Article 13.

13.02 Subject to **the conditions of** Article 13.01, Municipal Pension Plan, employees at the time of hire, shall complete a **Canadian Entertainment Industry** Retirement Plan application or sign a declaration of waiver to decline participation in the plan, therefore forfeiting the Employer's contributions. The Employer shall provide copies of all waivers to the Union.

CEIRP contributions by both parties shall commence following successful completion of the probationary period.

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

The Employer shall contribute **a percentage** of gross wages earned to individual **CEIRP** accounts where an employee agrees to contribute **a matching amount** of all wages earned at their normal rate of pay. **The percentage of contributions shall be as defined in Schedule "A" of the agreement.**

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.

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

ARTICLE 14 - BENEFIT PLAN

14.01 As a condition of employment, regular full-time employees who have successfully completed their probationary period shall participate in the Employer's benefit package.

14.02 Regular part-time employees working in excess of seventeen and a half (17½) hours per week, who have successfully completed their probationary period, shall receive the above benefits on a pro-rated basis in accordance with their hours of work. (Subject to approval of the carrier)

14.03 In lieu of benefits set out in 14.04 below, the Employer shall pay casual employees in addition to their normal wages/salary, four percent (4%) of gross wages earned.

14.04 The Employer shall contribute one hundred percent (100%) of the monthly premium for single rates for the following benefits:

Medical Services Plan of BC **or any subsequent equivalent**
Extended Health

Dental; and
Basic Life Insurance

For regular employees requesting additional coverage for spouses and/ or dependents the Employer shall pay eighty percent (80%) of the monthly premium costs where the employee agrees to pay the remaining twenty percent (20%) through monthly payroll deductions.

14.05 The Employer shall provide a short term and long term disability plan and the employee shall contribute one hundred percent (100%) of the monthly cost.

14.06 The Employer shall provide to the Union copies of contracts with carriers for the extended health plan, dental plan, basic life insurance plan, and short term and long term disability plans.

ARTICLE 15 - HOURS OF WORK

15.01 Hours of Work

(a) The regular hours of work for regular full-time Assistant Technical Directors, Assistant Front of House Manager, Box Office and **Custodial** employees **normally** shall be eight (8) hours per day and forty hours (40) hours per week.

Regular full-time employees shall receive their draft monthly schedule, based on information received to date and reflecting anticipated days of work by the twenty-second (22nd) day of the prior month, save for March, when it shall be delivered by February 20th.

(b) The regular hours of work for regular part-time employees working less than full time, or casual employees shall be determined by the Employer based on operational requirements and shall not consist of more than eight (8) hours per day.

(c) Calendar Week
Notwithstanding 15.02, a calendar week shall commence Sunday at midnight and end Saturday at 11:59 p.m.

15.02 Variations

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 Agreement.

15.03 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 eight (8) hours duration shall not constitute the end of a work day except in the case of a casual stage employee accepting a call for a different production. For the dates where daylight savings starts and finishes, a break of less than eight (8) hours shall be determined by the actual hours off, regardless of the lost or gained time caused by daylight savings.

Time shall be calculated and paid in fifteen (15) minute increments.

15.04 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 Regulations of WorkSafe BC.

(c) Where the Employer requires a Front of House and Box Office Employee to report to work for a staff meeting or work orientation 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.

(d) Copies of the record of time as completed by the Crew Chief and Front of House Supervisor will be forwarded to the Secretary-Treasurer via email.

15.05 Travel Time

(a) If an employee completes a shift in any day and performs work on the same production, in the same department, after a break of more than two (2) hours, the employee shall be paid one (1) hour travel time at the straight time rate.

(b) Paid travel time will be reduced by the un-worked portion of a minimum shift, if any.

ARTICLE 16 - MEAL BREAKS

16.01 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 (½) 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) Box office, front of house and **custodial** employees shall be entitled to one (1) unpaid half (½) hour meal break approximately half way through the work day in which to eat a meal.

(c) 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.

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

(e) The normal time between meal breaks shall be four (4) hours. The time allowed between meal breaks may be extended to a maximum of five (5) hours when circumstances arise as determined by the Crew Chief.

(f) Should an employee be required to remain on duty after a period of five (5) hours the Employer shall pay a premium of one half (½) the normal rate of pay per hour in addition to normal rate of pay until relieved for a meal break.

(g) 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 17 - REST PERIODS

17.01 Employees shall be entitled to one (1) fifteen (15) minute paid rest break in each half of a shift of three (3) or more hours duration.

17.02 The rest break shall not interfere with the running of a performance and may be deferred by mutual consent of the Union and the Employer. If deferred, then pay will be calculated as if the employee worked an additional fifteen (15) minutes beyond the completion of the shift.

ARTICLE 18 - CALLING PROCEDURES FOR CASUAL STAGE EMPLOYEES

18.01 The time of a call shall be at the discretion of the Employer. The call shall be made as soon as possible but not less than seventy-two (72) hours prior to the time of the call. The requirement for seventy-two (72) hours' notice of a call shall

be waived when circumstances beyond the control of the Employer prevent such minimum notice being given.

18.02 A call to perform work during a performance only, shall commence at least thirty (30) minutes prior to the scheduled commencement time of the performance.

18.03 A call to perform work prior to a performance shall commence at least sixty (60) minutes prior to the scheduled commencement time of the performance. Where the Employer schedules a paid meal break prior to the performance, employees will return one-half (½) hour prior to the commencement of the performance.

18.04 The Employer shall advise the Union Dispatcher of:

(a) the time of the call;

(b) the number of employees needed for each category of work; and

(c) a preliminary work schedule based upon information available at the time of the call.

18.05 In the event the Employer cancels a call, the Union Dispatcher shall be notified of the cancellation by 6:00 p.m. the day before the 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 canceled, 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 the Union Dispatcher 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.

18.06 The Union Dispatcher shall dispatch fully qualified members in accordance with the Employer's requirements. Prior to dispatching members, the Union shall provide to the Employer a copy of the member's resume upon request.

18.07 On any production the first employee hired, and the last employee released shall be the Crew Chief. For the purpose of this Article, maintenance, base building installations, and dressing room catering calls are not considered a "production".

18.08 (a) Nothing herein shall restrict an employee hired for a particular job from assisting any other employee working in another department provided that 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.

(b) On show calls at the Royal Theatre only, Grips other than designated Fly Grips shall not be utilized for Fly-floor operations.

(c) On show calls at the Royal Theatre only, the Head Flys and all designated Grip Flys shall not be utilized for onstage operations for the duration of the show call.

(d) Carpenter Grips, Props Grips, Sound Grips, and Electrics Grips may be utilized for temporary assistance as required for Fly-floor operations during load-ins, and load-outs.

18.09 Subject to 18.10 a 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.

18.10 The Employer shall have the option of assigning the Head Carpenter the duties of the Head Electrician (provided lighting is only controlled from the stage) when the Victoria Symphony Orchestra is conducting rehearsals. It is also noted that

music stands and chairs are not considered props for Victoria Symphony Orchestra productions occurring on stage.

When a Victoria Symphony Orchestra call requires risers, at least two (2) grip carpenters shall be assigned to assist the Head Carpenter.

When a Victoria Symphony Orchestra production requires a piano to move during a performance and/or rehearsal two (2) deck stage employees shall be assigned.

18.11 The following shall apply to loading and unloading of equipment:

(a) 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 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.

(b) When required, fork lifts shall be dispatched as an additional position on top of the Truck Loaders.

18.12 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.

18.13 If an employee is late for a scheduled shift the Steward 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 the full hours of the call and shall be reimbursed by the Union for any time period where the employee was not present. If the first employee arrives for work before the Steward contacts a replacement, the first employee shall fill the position and have the time that he was late deducted to the nearest half-hour (30 minutes). When it is not possible for the Employer to deduct the time without violating the Employment Standards Act, the Employer shall pay the employee and invoice the Union for the disputed wages. The Steward and Crew Chief will meet with the client to ensure the shortage of labour does not unnecessarily delay the work scheduled to be done.

18.14 The following basic crewing requirements shall apply:

(a) Where a call or contracted company requires monitor consoles or follow spots, the Employer will add to the call Follow Spot Operators and/or Assistant Sound.

(b) On productions where a second wardrobe employee is required with the same skills as the Head Wardrobe, they shall be called as Assistant Wardrobe.

(c) For productions with a history to date of calling an Assistant Sound for the purposes of setting up, operating, and removing video equipment, that position will now be called as a Head of Video.

(i) A Head of Video is not required to operate a projector and screen used for a PowerPoint (or similar software technology) presentation onstage or offstage.

(ii) These duties shall remain with the Head of Sound.

(d) A Head of Video may otherwise be called as determined by the Technical Director.

(e) When there are more than twenty-four (24) stage employees at work, an Assistant Department Head shall be called in the **Lighting and Carpentry** Departments.

(f) With the exception of RMTS Dance School clients, roll out dance floors, such as Marley or Rosco brand floors, shall be props, and, with the exception of bookings by local dance schools, a Head of Props shall be called for their installation, maintenance, and removal.

Bookings by local dance schools may call for a Head of Props at the discretion of the Technical Director.

ARTICLE 19 - OVERTIME

19.01 Employees other than casual stage and Assistant Technical Director employees:

(a) Employees shall be paid at a rate of one and one half times (1½) the employee's regular hourly rate of pay for:

(i) all time worked over the employee's regular hours of work;
(ii) all time worked over the employee's regular weekly hours.

(b) Employees shall be paid at a rate of two times (2x) the employee's regular hourly rate of pay for

(i) all hours worked in excess of eleven (11) hours in any day;
(ii) a **custodian** who has completed six (6) consecutive days of work, and is assigned work without a day of rest, the seventh (7th) day at work shall be at double time (2x).

19.02 Casual stage employees:

(a) Employees shall be paid at a rate of one and one half times (1½x) the employee's regular hourly rate of pay for:

(i) all time worked over eight (8) hours of work;
(ii) all time worked in excess of forty (40) weekly hours; in any seven (7) day period on any one (1) production
(iii) all time worked between midnight and 8:00 a.m.

(b) Employees shall be paid at a rate of two times (2x) the employee's regular hourly rate of pay for all hours worked in excess of eleven (11) hours in any day.

(c) In the event a Casual Stage employee has completed seven (7) consecutive days of work in the same position on the same production, overtime rates will apply on the seventh (7th) day as follows:

(i) time and a half (x1.5) for all hours worked up to forty (40) hours of straight time within the seven (7) day period.
(ii) double time (x2) for all hours worked in excess of forty (40) straight time hours within the seven (7) day period.

19.03 Assistant Technical Director employees:

(a) Employees shall be paid at a rate of one and one half times (1½x) the employee's regular hourly rate of pay for:

(i) all time worked over eight (8) hours of work;

(ii) all time worked in excess of forty (40) weekly hours;
(iii) all time worked over forty (40) hours in a seven (7) day period on the same production.
(iv) all time worked between midnight and 8:00 a.m.

(b) Employee shall be paid at a rate of two times (2x) the employee's regular hourly rate of pay for:

(i) all hours worked in excess of eleven (11) hours in any day;
(ii) any seventh (7th) consecutive day working without a day off.

19.04 Exclusive of Article 16.01(f), Meal Breaks, nothing in this Agreement shall be construed so as to compound benefits payable under this Agreement. It is agreed that the highest rate payable under this agreement is double time (2x).

19.05 Overtime rates apply to straight time actually worked, including deferred breaks but is not applicable to un-worked portions of minimum calls.

19.06 Time Off in Lieu of Overtime

(a) The Employer shall give reasonable consideration to requests from regular employees working overtime that compensation be in the form of time-off to a maximum of eighty (80) hours rather than salary, subject to the maintenance of efficient services and operations. Time off shall be to the mutual satisfaction of the Employer and employee.

(b) Upon adequate notice and approval, employees shall be permitted to request and have any amount of their banked time paid out, provided a minimum of forty (40) hours remains in the bank.

ARTICLE 20 - ANNUAL VACATION AND VACATION PAY

20.01 Entitlement

Paid annual vacations for regular full-time employees shall be as follows:

(a) In the first calendar year of service: a prorated vacation entitlement based upon time actually worked in the year as a percentage of ten (10) working days. All regular employees commencing employment after September 1st shall be paid vacation pay at a rate of four percent (4%).

(b) In the first (1st) year of continuous service and up to the end of the fifth (5th) year of service – ten (10) days' vacation per year.

(c) In the sixth (6th) year of continuous and up to the end of the fourteenth (14th) year of service – fifteen (15) days' vacation per year.

(d) In the fifteenth (15th) year of continuous service and thereafter **up to the end of the 20th year**– twenty (20) days of vacation per year.

(e) **In the twenty first (21st) year of continuous service and thereafter – twenty-five (25) days of vacation per year.**

It is understood that part-time employees shall receive vacation on a pro-rated basis in accordance with their regular hours of work.

20.02 Vacation Year

For purposes of this Article, annual vacation shall be earned, computed and taken on a calendar year basis.

20.03 Scheduling of Vacation Leave

Scheduling of annual vacation leave shall be approved based on operational needs and be made by mutual agreement between the employee and the Employer. When scheduling vacation leave, the employee with seniority shall be given preference.

Seniority shall be the determining factor up to March 1st of each calendar year, in establishing vacation dates. Confirmation of vacation leave shall be made by the Employer to the employee within ten (10) working days from the date of the request. After March 1st, vacation dates shall be established on a first-come, first-serve basis.

20.04 Vacation Pay

The Employer shall pay to casual employees, in addition to their normal wages/salary, vacation pay as follows:

(a) In the first (1st) year of continuous service and up to the end of the fifth (5th) year of service – four percent (4%) of gross wages

(b) In the sixth (6th) year of continuous service and up to the end of the fourteenth (14th) year of service – six percent (6%) of gross wages.

(c) In the fifteenth (15th) year of continuous service and thereafter – eight percent (8%) of gross wages.

20.05 Continuous Service

(a) For the purpose of this Article, continuous service shall be deemed to be broken if an employee has a lapse of service of more than six (6) consecutive months.

(b) After a break in service as per **20**.05(a) above, casual employees with a minimum of five (5) years of continuous service, may, at management's discretion, return to work at their previous level of service.

(c) **Continuous service shall not be considered interrupted due to a public health or building integrity emergency proclaimed by local, provincial, or federal agencies.**

20.06 Vacation Carry Over

Annual vacation granted under Article **20**.01 shall be considered to have been taken each year unless written approval is received from the Employer.

The Employer may approve partial or all of an employee's current vacation to be carried forward to the following calendar year. All vacation accrual plus next year's entitlement must be used in that following calendar year.

Unless written approval is granted as set out above, vacation entitlements not taken by December 31st each calendar year shall be paid out by January 31st the following year.

ARTICLE 21 – STATUTORY HOLIDAYS

21.01 Entitlement

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

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

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

21.02 Work on a Statutory Holiday

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

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

21.03 Statutory Holidays Falling During Annual Vacation

Where a regular employee is on annual vacation and a paid statutory holiday occurs and is celebrated during such period, that employee shall be entitled to an additional vacation day with pay at a time mutually acceptable to the employee and the Employer.

21.04 Statutory Holiday on a Non Work Day

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

21.05 In lieu of statutory holidays set out in 21.01 above, the Employer shall pay casual employees, in addition to their normal wages/salary, four percent (4%) of gross wages earned.

21.06 For all regular employees, a statutory holiday will be considered as eight (8) hours of the forty (40) hour work week. In the event a regular employee works beyond the forty (40) hour work week, overtime premiums shall apply.

ARTICLE 22 - SAFETY AND HEALTH

22.01 The Union and the Employer shall comply with the Regulations of WorkSafe BC, and all other legislation related to the health and safety of the employees in the workplace.

22.02 The Union and the Employer agree to form a joint committee and meet in accordance with the provisions of **WorkSafe BC**.

22.03 The committee will work co-operatively to support and develop safe work procedures to ensure the safety and health of individual employees, clients and patrons. **The Employer will develop and maintain a Work Alone Policy in alignment with WorkSafe BC requirements.**

22.04 An employee having to cease work as a result of an injury covered by **WorkSafe BC** shall be paid at the applicable straight time rate up to the end of the scheduled work day for which the employee was called.

22.05 **Excluding custodians, an** employee is directed and agrees to clean up excrement/fecal matter or any bodily fluids (blood, vomit, urine, etc.) they shall receive a premium **as noted in Schedule A**.

22.06 First Aid requirements shall be in accordance with the **WorkSafe BC** and the Occupational Health and Safety Regulations.

ARTICLE 23 - SICK LEAVE

23.01 For the purposes of this article, sick leave is defined as those periods when a regular full-time employee takes leave with pay pursuant to Article 23.02 because the employee is ill or disabled for reasons not covered by **WorkSafe BC** and as a result is unable to attend to work.

23.02 Entitlement

Regular full-time employees shall be eligible for one (1) day of sick leave for each month of service following successful completion of the probationary period. **Notwithstanding this entitlement for regular fulltime employees, all eligible employees are entitled to additional sick leave provisions as set out in the BC Employment Standards Act.**

23.03 Annual Entitlement

The yearly sick leave entitlement of twelve (12) days **exclusive of additional BC Employment Standards Act entitlements,** shall be advanced to employees on January 1st of each year of service. However, should the employment of such employee terminate for any reason before the yearly sick-leave entitlement advanced on this basis has been earned in that year, an adjustment shall be made to the employee's final cheque to repay such advance.

23.04 Unused Sick Leave Bank

(a) An employee's unused annual sick leave entitlement shall accrue at fifty per cent (50%) of the unused entitlement into the employee's sick leave bank to be used by the employee for paid sick leave once the employee's current yearly entitlement has been depleted. The maximum accrual allowable into this bank shall be twenty (20) days.

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

23.05 Proof of Illness

The Employer reserves the right to require satisfactory proof of illness before any sick leave is granted.

23.06 Subrogation

A regular full time employee who receives wage loss benefits from the Insurance Corporation of B.C. or a court action shall reimburse the Employer (at the rate paid out) for benefits received under this Article up to the amount of:

(a) benefits received from the Employer as sick leave;

or

(b) benefits received from the Insurance Corporation of B.C. or a court action and designated as compensation for loss of wages; whichever is less.

It is understood that this provision is not intended to affect a private insurance program carried by a regular full time employee.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 Maternity, Parental and Adoption Leave

(a) Length of Leave (i) Maternity Leave

An employee shall be entitled to seventeen (17) consecutive weeks of maternity leave and up to sixty-one (61) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

(i) Maternity leave may commence 13 weeks before due date.

In the event the birthing parent dies or is totally disabled, an employee who is the parent of the child shall be entitled to both maternity and parental leave without pay.

(ii) Parental Leave

An employee who is the non-birthing parent, including an adoptive parent shall be entitled up to sixty-one (61) consecutive weeks of parental leave without pay. The employee shall take the leave within seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the employee.

(iii) Maximum Allowable Leave

It is understood the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be seventy-eight (78) consecutive weeks, plus any additional leave pursuant to Article 24.01(a)(iv) below.

(iv) Additional Parental Leave

If the child has a physical, psychological, or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to an additional 5 consecutive weeks of unpaid leave beginning immediately after the Parental Leave taken under Article 24.01(a)(i) or (ii)

(b) Notice Requirements and Commencement of Leave

An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. In the case of adoption of a child, the employee shall provide as much notice as possible.

An employee who requests adoption or parental leave shall be required to provide proof of adoption or birth of the child.

The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.

Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

(c) Return to Work

On resuming employment, an employee shall be reinstated to their previous or a comparable position for the purposes of pay increments and benefits, referenced in (d) below. Vacation time off work shall be granted in accordance with the Employment Standards Act of British Columbia.

(d) Benefits

Benefit coverage for those eligible employees shall be continued uninterrupted during the period of time the employee is on maternity, adoption and/or parental leave and the employee shall make arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared.

(e) **Employment Standards Act Leave Provisions**

The parties to this agreement will accommodate employees requesting any leave provisions which are relevant within the Employment Standards Act of British Columbia.

(f) Seniority

Seniority shall continue to accrue to the credit of the employee taking leave under this Article.

24.02 Bereavement Leave

In the event of the death or bona fide hospitalization of a regular employee's immediate family, such employee upon request shall be granted three (3) paid days leave from work within the two (2) week period surrounding the death.

For the purpose of this Agreement "immediate family" shall include spouse (including common-law), child, step-child, father, mother, step-parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunts, uncles, grandparents and grandchildren.

The Employer may also grant reasonable travel time with pay to a maximum of two (2) additional days in instances where such time is deemed appropriate to attend the funeral.

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

24.03 Unpaid Leave of Absence

The Employer may grant approval for a regular employee to take an unpaid leave of absence for special purposes. Written requests for such leave of absence should be submitted to the Executive Director (or designate) for consideration. Approval for unpaid leave of absence shall be based on operational needs and will not be unreasonably withheld. Should more than one request be made, the employee with seniority shall be given preference.

24.04 Jury Duty

Where a regular employee, who has successfully completed their probationary period, has been selected to serve as a juror or ordered to appear as a witness

in any court action other than the employee's private affairs, the employee shall be granted a paid leave of absence provided that the employee remits to the Employer any monies received for such service, other than normal expenses.

24.05 The Employer shall grant approval for an employee to take an unpaid compassionate leave **if approved for the EI Compassionate Care Benefit as determined by Human Resources Skill Development Canada, or as determined through the Employment Standards Act of BC.**

24.06 i) If an employee or eligible person as defined under the "Leave Respecting Domestic or Sexual Violence - Act "experiences domestic or sexual violence, the employee may request leave for one or more of the following purposes:

(a) to seek medical attention for the employee or eligible person in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;

(b) to obtain for the employee or eligible person victim services or other social services relating to domestic or sexual violence;

(c) to obtain for the employee or eligible person psychological or

other professional counselling services in respect of a psychological or emotional condition caused by the domestic or sexual violence;

(d) to temporarily or permanently relocate the employee or eligible person or both the employee and eligible person;

(e) to seek legal or law enforcement assistance for the employee or eligible person, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence;

(f) any prescribed purpose.

ii) If an employee requests leave per Article 24.06 i), the employee is entitled during each calendar year to

(a) up to 10 days of unpaid leave, in units of one or more days or in one continuous period, and

(b) in addition to the period of time referred to in paragraph (a), up to 15 weeks of unpaid leave.

iii) A leave under Article 24.06 ii) may be taken by the employee in

(a) one unit of time, or

(b) more than one unit of time, with the employer's consent.

iv) An employee is not entitled to leave under this section respecting an eligible person if the employee commits the domestic violence against the eligible person.

v) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.

ARTICLE 25 - DISCIPLINE

25.01 The Employer shall have the right to discipline, refuse to hire, or dismiss any employee for which the Employer can show just cause.

25.02 If the Employer fails to establish just cause for the discipline, failure to hire or dismissal of an employee, the Employer shall be responsible for reinstating any lost earnings that may have been sustained by the affected employee.

25.03 "Just cause" in this 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 Agreement.

(b) Insubordination or failure to obey the instructions of their supervisor;

(c) Inability to perform job duties;

(d) Intoxication or being under the influence of drugs or other substances; or

(e) Criminal dishonesty in the workplace.

25.04 The Union shall be notified in writing and copies given to the employee involved within forty-eight (48) hours of all disciplinary action taken by the Employer. Forms of disciplinary action which may be imposed by the Employer include a verbal warning, written warning, suspension and/or dismissal depending on the severity of the behavior.

25.05 The employee shall be advised they have the right to have a Union Steward or Representative present during any discussion between the Employer and employee regarding a matter for which discipline may be imposed.

25.06 An employee shall be able to review their personnel file at any time mutually agreeable between the parties and may copy without charge any documents therein. The employee may respond in writing to any document and such reply shall become part of his personnel file for the life of the documents.

ARTICLE 26 - GRIEVANCE PROCEDURE

26.01 Where a difference arises between the Union and the Employer relating to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is subject to arbitration, there shall be no stoppage of work.

26.02 Step 1: Within ten (10) working days of the alleged violation, the employee shall meet and discuss the matter with his/her Supervisor to resolve the difference. At the request of the employee, a Union Steward may be present during discussions at this step.

Step 2: If the difference is not settled at Step 1 and within ten (10) days of the meeting at Step 1, the Union may present a written grievance to the Executive Director stating the article of the Collective Agreement allegedly violated and stating the remedy/correction it seeks. A meeting shall be scheduled between the Union President (or designate) and the Executive Director (or designate) to resolve the difference.

The Employer (or designate) shall provide a written response to the Union within five (5) working days of the meeting at Step 2.

Step 3: Failing a satisfactory resolution at Step 2, the matter may be referred to arbitration within ten (10) days of receipt of a response.

26.03 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.

26.04 Policy Grievance

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, or the Employer has a grievance, 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 **griever**.

26.05 A policy grievance shall not be utilized to circumvent any mandatory provision of the grievance procedure.

26.06 Where the Employer requires an employee, who is not scheduled for work, to attend a grievance meeting the employee shall be paid in accordance with Article 15.04(b) or for the actual time spent if greater than two (2) hours.

ARTICLE 27 - ARBITRATION

27.01 In all matters referred to arbitration the Employer and the Union shall attempt to agree on a single arbitrator to hear the difference.

27.02 If the Employer and the Union fail to agree on the name of an arbitrator within ten (10) working days, either party may request the Collective Agreement Arbitration Bureau (CAAB) to appoint a single arbitrator or use such other process as may be mutually agreed between the Employer and the Union.

27.03 The Arbitrator's decision shall be final and binding on all parties except as otherwise provided for by law.

27.04 The cost of the Arbitrator shall be shared equally by both parties and each party shall be responsible for expenses incurred to prepare and present their case before the Arbitrator.

ARTICLE 28 - LABOUR MANAGEMENT COMMITTEE

28.01 The Employer and the Union shall establish a Labour Management Committee whose responsibility it shall be to review and make recommendations regarding any and all subjects of mutual interest to the Employer and the Union.

28.02 This Committee shall meet every three (3) months, or on a more frequent basis at the call of either the Employer or the Union. Both the Employer and the Union shall be entitled to a maximum of three (3) members on this Committee.

28.03 Each party shall submit, for the agenda, those items it wishes to discuss at least one (1) week prior to the Committee meeting.

28.04 The Committee shall meet in a neutral place mutually agreeable by the Employer and the Union.

ARTICLE 29 - CONTRACTING OUT

29.01 Subject to Article **7.05**, 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.

29.02 Nothing in this Agreement shall preclude bona fide members of a road crew from performing work for a lessee of the Employer's premises on or about the said premises in connection with any performance. For purposes of this Agreement, a road crew shall be defined as persons employed by a traveling production to perform technical duties pertaining to the set-up, run and strike of the production and who travel with the production.

29.03 The Employer will supplement road crews with its own employees as required and as long as work is being carried out within a department and will ensure that a Department Head remains on duty.

29.04 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 bargaining unit are qualified to operate such equipment.

ARTICLE 30 – AMATEUR CLAUSE

30.01 Amateur productions may employ unpaid stage personnel. Such persons must be under the supervision of the Technical Director and bargaining unit personnel at all times. Department Heads of Carpentry, Flying, Lighting, Sound, and Wardrobe may be dispatched, as deemed necessary by the Technical Director, for set ups, strikes and runs. The production may use paid 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, and designers. Should the Technical Director not be available to supervise, he may designate a Crew Chief to be a non-working supervisor on the production. This will be monitored by the Labour Management Committee.

30.02 Volunteer technical operators, performers and others involved with the running of an amateur performance shall not receive remuneration.

30.03 An amateur production is defined as a production produced by one of the following:

(a) A society, which is registered with the Royal McPherson Theatres Society, operating under the Society Act of B.C. and;

(i) Whose object is to produce theatrical presentations for the purpose of providing its members an opportunity to participate as a member of the cast, directorial, administrative, design or production team.

and

(ii) Has an active open membership

and

(iii) Any profits or anticipated profits or funds raised by the production are for the sole purpose of developing the Society's object except **those** donations may be made to other non-related, registered charitable organizations.

or

(b) A non-commercial school such as those of the public school system of British Columbia or a recognized independent school.

or

(d) An organization or person or group of people, who receive no direct nor indirect remuneration, profit nor material benefit from such a production have been approved by the Royal and McPherson Theatre Society and the Union. Such approval shall not be unreasonably withheld.

ARTICLE 31 - TECHNOLOGICAL CHANGE

31.01 The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.

31.02 In the event the Employer introduces change or a new method of operation which requires different or greater skills, an employee shall be given thirty (30) days to acquire the skills necessitated by the change or new method of operation.

31.03 Where the Employer determines that special training is required as a result of the change or new method of operation, a regular employee shall be given the necessary time off with pay to attend such training.

ARTICLE 32 - GENERAL CONDITIONS

32.01 Adequate restroom facilities shall be provided and maintained in a clean condition by the Employer.

32.02 A minimum of five (5) minutes of pick up time and wash up time for stage employees will be allowed prior to quitting time. A minimum of fifteen (15) minutes necessary for pick up time and wash up time for **custodians** will be allowed prior to quitting time.

32.03 Where the **singular appears** in this agreement it shall be **deemed** to mean **the plural where the context requires.**

32.04 Casual stage employees are expected to wear "stage blacks" as a dress code during all performance unless otherwise directed by the Employer.

ARTICLE 33 – FRONT OF HOUSE UNIFORMS

33.01 All existing Front of House employees, and new employees at the time of hire, shall receive a uniform consisting of a polo or golf-style shirt with the RMTS logo, a white dress shirt, vest and tie. The Employer shall provide all items of clothing (uniform) and such uniform will remain the property of the Employer. Upon termination, an employee shall return the uniform to the Employer. Failure to do so will result in the employee being charged fifty dollars ($50.00).

33.02 Front of House employees receiving a uniform according to this Article shall be paid a**n hourly** premium **as defined in Schedule A to pay** for cleaning and maintenance of such uniform.

33.03 All damage to uniforms issued by the Employer incurred in the course of an employee's duties shall be assumed by the Employer. Replacement uniforms will be provided as required by the Employer.

33.04 The parties further agree that Front of House employees are required to supply and adhere to the following "dress code":

(a) black dress pants;

(b) black socks; and

(c) black dress closed-toe shoes.

33.05 All Employer-issued uniform and personal items, as per clause 33.04, worn while on duty, should be clean, neat and in good repair.

ARTICLE 34 – VEHICLE ALLOWANCE

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

34.02 An employee, when authorized by the Employer, may use their own vehicle for company business and shall receive **mileage allowances as set by the Canada Revenue Agency (CRA) – Public Sector group, and this rate is set out in Schedule A of this Agreement.**

ARTICLE 35 - EXISTING TERMS AND CONDITIONS

35.01 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 36 - LOCK OUTS AND STRIKE

36.01 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.

36.02 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 37– NEW OR CHANGED STAFF CATEGORIES AND/OR RATE OF PAY

37.01 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. 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 unarbitrable 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. If the parties are unable to reach agreement over a new position or significantly changed staff category and/or rate of pay, then the dispute shall be referred to Arbitration under Article 27.

ARTICLE 38 - AMENDMENT AND SUCCESSOR RIGHTS

38.01 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.

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

ARTICLE 39 – RESPECT IN THE WORKPLACE

39.01 **The Employer will distribute to all Employees of RMTS the Respect in the Workplace Policy which adheres to WorkSafe BC requirements for all**

Employers in BC. The policy applies to all employees, contractors and clients of the RMTS.

The Respect in the Workplace Policy also takes into account the following provisions in the BC Employment Standards Act.

39.02 Sexual Harassment

(a) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, all complaints of sexual harassment which may arise in the work place.

(b) Cases of sexual harassment shall, if not resolved, be eligible to be processed as a grievance.

(c) Sexual harassment shall be defined as any sexually oriented practice which undermines an employee's health, job performance or endangers an employee's employment status or potential.

39.03 Personal Harassment

(a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree to cooperate in attempting to resolve, in a confidential manner, complaints of personal harassment which may arise in the workplace.

(b) Cases of personal harassment shall, if not resolved, be eligible to be processed as a grievance.

ARTICLE 40 – FRONT OF HOUSE EMPLOYEES

40.01 If work is to be done in the Front of House, the first person employed in the Front of House for each shift shall be paid the rate of Supervisor or have the Assistant FOH Manager present.

ARTICLE 41 - TERM OF AGREEMENT

41.01 This agreement shall be for a term of three (3) years with effect from January 1, **2020** until December 31, **2022** inclusive and shall remain in full force and effect from year to year following the expiration of the term until either party gives the other party written notice of desire to change, amend, or terminate such Agreement. Upon receipt of such notice the Employer and the Union shall furnish to each other within sixty (60) days particulars of any changes or amendments they may desire in the Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 7th day of September 2022.

For the EMPLOYER:

BOARD CHAIR, GVLRA

BOARD DIRECTOR, GVLRA

EXECUTIVE DIRECTOR, GVLRA

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

For the UNION:

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

Laurie Edmundson

SECRETARY-TREASURER, I.A.T.S.E. Local 168

APPENDIX 1 - DEFINITIONS

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

Casual employee is an employee covered by this Agreement that is neither a Regular Full-time or Regular Part-time employee.

Areas of Work: For the purpose of this Agreement, **areas of work** in general operations shall include Box Office, Front of House, **Custodial** and Stage.

Department: For the purpose of this Agreement, departments in the Stage area of work shall include Carpentry, Lighting, Sound, Flys, Video, Rigging, Properties, Wardrobe, and Wigs and Makeup. Loaders shall be considered to be part of the Carpentry department.

Regular Full-time employee is an employee covered by this Agreement who has successfully completed the probationary period and who works a regular work schedule of thirty-five (35) hours or more per week.

Regular Part-time employee is an employee covered by this Agreement, who has successfully completed the probationary period, and who works a regular work schedule of seventeen and one-half (17 ½) hours or more but less than thirty-five (35) hours per week.

Shift is a period of work which is unbroken except by a rest break or meal break.

APPENDIX 2 - JOURNEYPERSON'S TOOL KIT

No employee shall be required to supply any tools on the Employer's premises other than the basic hand tool kit specified below. The employee may supply, at their own discretion, additional tools.

If an employee chooses to supply tools other than the basic hand tool kit specified below, the Employer shall insure these tools for loss while on the Employer's premises. Such tools shall be registered with the Crew Chief.

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

Carpenters & Flys:

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

Electricians & Sound:

Tape Measure
Crescent Wrench with Safety Strap
Multi-bit Screw Driver (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
Shears
Clippers

SCHEDULE "A" – WAGES AND SALARIES

SCHEDULE "A" – WAGES AND SALARIES

Effective date:	Jan 1/2019	Jan 1/2020	Jan 1/2021	Jan 1/2022	Jan 1/2022
		2.00%	2.00%		2.50%
BOX OFFICE EMPLOYEES					
Box Office Supervisor	$ 22.86	$ 23.32	$ 23.79		$ 24.38
Box Office Auxiliary Supervisor	$ 20.35	$ 20.76	$ 21.18		$ 21.71
Box Office Cashier	$ 18.93	$ 19.31	$ 19.70		$ 20.19
FRONT OF HOUSE EMPLOYEES					
Assistant FOH Manager	$ 27.98	$ 28.54	$ 29.11		$ 29.84
Supervisor	$ 21.56	$ 21.99	$ 22.43	$ 1.00	$ 24.02
Head Bartender	$ 17.43	$ 17.78	$ 18.14	$ 0.50	$ 19.11
Bartender	$ 16.73	$ 17.06	$ 17.40		$ 17.84
Concessionaire/Merchandise	$ 16.10	$ 16.42	$ 16.75		$ 17.17
Usher	$ 14.78	$ 15.08	$ 15.38	$ 1.00	$ 16.79
CUSTODIAL EMPLOYEES					
Custodian - Supervisor	$ 27.43	$ 27.98	$ 28.54		$ 29.25
Custodian Regular	$ 22.86	$ 23.32	$ 23.79	$ 0.50	$ 24.90
Custodian Casual	$ 22.86	$ 23.32	$ 23.79		$ 24.38
STAGE EMPLOYEES					
Assistant Technical Director	$ 31.54	$ 32.17	$ 32.81		$ 33.63
Crew Chief	$ 28.88	$ 29.46	$ 30.05		$ 30.80
Department Head	$ 28.10	$ 28.66	$ 29.23		$ 29.96
Assistant Department Head	$ 26.36	$ 26.89	$ 27.43		$ 28.12
Operator/Fork Lift	$ 25.54	$ 26.05	$ 26.57		$ 27.23
Loader	$ 23.28	$ 23.75	$ 24.23		$ 24.84
Grip	$ 22.36	$ 22.81	$ 23.27	$ 0.50	$ 24.36
OTHER COMPENSATION					
Mileage - per kilometre					per CRA mandated amount
CEIRP - percentage	5%	5%	5%		5%
FOH uniform maintenance	$ 0.35	$ 0.35	$ 0.35		$ 0.50
bodily fluid cleanup allowance	$ 1.00	$ 1.00	$ 1.00		$ 2.00

SCHEDULE "B" - STAFF CATEGORIES

Assistant Front of House Manager	Will assist the Front of House Manager as required. Duties may involve assistance in short and long term planning, issues of employee safety, maintenance of Front of House equipment, supervision of all ushers, concession and bar staff. Perform duties as assigned and other administrative functions including preparing staff scheduling for approval by Manager; preliminary review of prospective employees; stock ordering, performing inventory counts, and reception planning. The Assistant Front of House Manager may be appointed to act for the Front of House Manager in **the** absence **of the Front House Manager**.
Assistant **Head of Department**:	Assistant **Head of Department** assists the Head **of Department** as required. This position **is one in which the Assistant is able to assume all responsibilities of the Head of Department, including crew supervision and equipment operation, and** also assists with the movement of equipment to and from the truck and unpacking and packing equipment from cases on the stage.
Assistant Technical Director:	Assistant Technical Director's will assist the Technical Director as required. Duties may involve assistance in short and long term planning, issues of employee safety, maintenance of various stage equipment and physical plant related to show production, supervision of Department Heads, record keeping as it pertains to crew and personal hours worked, and liaison with clients.
Bartender:	Supervises sales at assigned bar station. Performs duties as assigned and daily inventory count, stock product from master inventory, prepare product for sale and paper work to record sales and reconcile sales to inventory.
Bartender - Head:	Performs same functions as Bartender. Head Bartender is scheduled when more than two bartenders are required. In addition to duties of bartender, the head bartender will prepare additional paper work required to accumulate and reconcile sales and inventory figures from all bar stations.
Box Office Supervisor:	The **Box Office S**upervisor **is responsible** for box office daily operations and supervises all box office staff. The Box Office Supervisor will perform daily box office summary procedures as well as vend tickets. The Box Office Supervisor must have basic **computer skills and** knowledge to resolve simple hardware,

software and client service problems **as they arise**. The Box Office Supervisor will in addition to the above, perform other administrative functions including preparing staff scheduling for approval, preliminary review of prospective employees, show set up and preparation of cash sheets and other duties as assigned.

Box Office Supervisor Auxiliary: Working supervisor in absence of the Box Office Supervisor.

Cashier: Employees will be placed in the Cashier position upon completion of the probation in the box office. Performs duties of cashier; is familiar with the diverse ticketing needs of different events and clients, able to work in remote locations with little or no direct supervision and demonstrates the ability to process sales during the night of a show.

Crew Chief: The working supervisory stage crew member on any call. **The first employee engaged, and the last employee released on any stage call.**

Concessionaire: Supervises sales at the concession when alcohol is not being served. Performs duties as assigned and daily inventory count; stock product from master inventory; prepare product for sale and prepare paper work to record sales and reconcile sales to inventory.

Department Head: The supervisory crew member in their department.

Facilities Supervisor: Will develop and implement a comprehensive maintenance and cleaning program for the interior and exterior facilities and assets assigned to maximize efficiencies. Duties may involve short and long term planning, budgeting, issues of employee safety, maintenance, cleaning, repairs, renovation and alteration of furniture, equipment, fixtures, physical plant and grounds, record keeping as it pertains to department, staff and personal hours worked, liaison work with other departments, clients and suppliers and the training, supervision, motivation and scheduling of department staff and other duties as assigned.

Front of House Supervisor:	Supervises all ushers, concession and bar staff. Performs duties as assigned and other administrative functions.
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.
Custodian – Supervisor:	**Performs the same functions as a Custodian. They will supervise the cleaning and maintenance of both theatres, the scheduling and record keeping as it pertains to custodians and other duties as assigned. This position is based upon 80% custodial functions and 20% supervisory functions.**
Custodian - Regular	Performs duties as assigned; cleaning and maintenance of fixtures and building; other administrative functions including ordering of supplies and stock; and coordinates service access to the venues.
Loader:	Under the direction of the Crew Chief loads and unloads equipment from trucks. In order to report to this position, the Loader is required to wear **WorkSafe BC approved safety footwear** and be able to repeatedly lift equipment of substantial weight. When loading of trucks is completed, Loaders will work the remainder of their shift onstage assigned as grips.
Operator:	Operates particular equipment, including **but not limited to** follow spot, control console, and **video** equipment, and reports to their Department Head.
Usher:	Performs duties as assigned including ticket taking; zone safety functions; patron seating and management.

LETTER OF UNDERSTANDING #1

BETWEEN:

The Royal and McPherson Theatres Society

AND:

The International Alliance of Theatrical Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada Local 168 (Vancouver Island)

MCPHERSON PLAYHOUSE STAFFING

This Letter of Understanding is attached to and forms part of the collective agreement and remains in full force and effect for the duration of the collective agreement.

The purpose of this Letter of Understanding is to increase the utilization of the McPherson Playhouse and generate hours of work for employees by allowing the Employer to provide minimum staff for productions at the McPherson Playhouse.

The Parties agree that the Employer shall provide a minimum staff of department heads for productions that are presented by registered non-profit entities **at the McPherson Playhouse.**

It is understood that a minimum staff shall include a Head Carpenter, Head Electrician, Head of Sound and if deemed by the Employer, Head of Flies. It is further understood the Employer shall designate the Crew Chief.

It is agreed that upon receipt of an application for use of the McPherson Playhouse, the Employer shall determine if a minimum staff is sufficient to carry out the production ensuring that all safety requirements be taken into consideration.

It is further agreed that when stage crew duties during productions at the McPherson Playhouse are of limited scope and scale, that notwithstanding Article **18**, the Society may at the discretion of the Technical Director, elect not to employ certain heads of departments under the following circumstances:

1. For any production at the McPherson Playhouse which has no flying requirements other than setting the house soft goods and electrics in place and operating the main curtain, traveler and scrim during performances if required, the Society need not employ a Head of Flies for the set-up, run and strike of the production provided that:
   a) All fly system operation is done by the Head Carpenter;
   b) The fly system is used "as is", with house soft goods and electrics in the standard configuration;
   c) Line sets are set only on standard, predetermined trim marks;
   d) No additions or changes to the standard fly configuration are made for the production;

e) The Head Carpenter's other responsibilities are not compromised;

f) All fly moves are properly spotted by a competent person.

2. For any production at the McPherson Playhouse for which the Head Carpenter is able to set up and operate all properties without assistance, the Society 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.

3. For other minimum production requirements as may be agreed to from time to time by the labour management committee.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 7th day of September 2022.

FOR THE EMPLOYER:

BOARD CHAIR, GVLRA

BOARD DIRECTOR, GVLRA

EXECUTIVE DIRECTOR, GVLRA

FOR THE UNION:

PRESIDENT, IATSE LOCAL 168

SECRETARY-TREASURER
IATSE, LOCAL 168

Letter of Understanding #2
Between

The Royal & McPherson Theatres Society (RMTS)

And

The International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists & Allied Crafts of the United States, Its Territories & Canada AFL-CIO, CLC Local 168 (IATSE 168)

This Letter of Understanding is attached to and forms part of the collective agreement and remains in full force and effect for the duration of the collective agreement.

The purpose of this Letter of Understanding is to set timelines for the creation of corporate policy covering the issues as stated below.

1. As further explanatory support to Article 32.01 in the current collective agreement, RMTS will create a policy for distribution to all Employees via the Employee Payroll Portal which outlines that an adequate supply of period products for staff use is to be provided by RMTS.

Policy Creation date: 30 days after ratification of the collective agreement.

2. Job descriptions shall be created for the following positions by the dates which follow:

Head Bartender	*60 days after ratification of the collective agreement*
Usher	*90 days after ratification of the collective agreement*
Bartender	*120 days after ratification of the collective agreement*

The Employer commits to completion of two (2) additional job descriptions for positions as identified by the Employer in the six (6) months after signing this collective agreement.

3. Pursuant to Article 33.01 Front of House Uniforms, an *RMTS Uniform Policy* shall be updated and adopted through the adaptation (if required) of the proposed policy provided by IATSE and modified in agreement with RMTS. Distribution to RMTS staff of the policy will occur within 30 days after ratification of the collective agreement.

In witness whereof, the parties have caused this Letter of Understand to be executed on the 7th day of September, 2022 in the City of Victoria, British Columbia.

FOR THE EMPLOYER:

BOARD CHAIR, GVLRA

FOR THE UNION:

PRESIDENT, IATSE LOCAL 168

BOARD DIRECTOR, GVLRA

SECRETARY-TREASURER
IATSE, LOCAL 168

EXECUTIVE DIRECTOR, GVLRA