

**Collective Agreement**

**Between**

**Chemainus Theatre Festival Society**



**and**

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

**AFL-CIO, CLC Local 168**



**From \_\_\_\_ 1, 2025 to \_\_\_\_\_, 2027**

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## PREAMBLE – LAND ACKNOWLEDGEMENT

With gratitude, Chemainus Theatre Festival Society and IATSE Local 168 acknowledge the Puneluxutth (Penelakut) Tribe and the hul'qumi'num speaking peoples, on whose traditional territory we work and play.

### PART 1: General Conditions

#### ARTICLE 1. General Purpose

**1.01** Chemainus Theatre Festival Society (hereafter CTF or the Employer) and IATSE Local 168 (hereafter the Union) agree that it is in their mutual interest to establish and maintain a relationship of goodwill, stability and respect between CTF and the Stage Employees represented by the Union. (hereafter the Employees).

**1.02** The general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours of work and wages, and the prompt and equitable disposition of grievances for both parties in the bargaining unit as set forth in the BC Labour Relations Board certification as of October 3, 2023.

**1.03** All of the terms and conditions of this Agreement shall apply equally to all Employees without discrimination as to the Indigenous identity, race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or that group or class of persons as defined by the BC Human Rights Code.

**1.04** Any article of this Agreement that is deemed by both CTF and the Union to require amendment, alteration or deletion, may be amended, altered or deleted by mutual consent. Both parties must agree in writing to open negotiations for any such amendment, alteration or deletion naming the specific articles to be negotiated. Mutual agreement on any amendment, alteration or deletion must be signed by both parties and recorded as an official amendment of this Agreement. Should mutual agreement not be achieved then the existing article or articles shall remain in full force and effect.

## **ARTICLE 2. Recognition and Scope**

**2.01** CTF recognizes the Union as the sole collective bargaining agent for all Employees working on activities under the scope of this Agreement pursuant to the BCLRB Certification as of October 3, 2023:

“stage technical employees including, but not limited to, those employed in setup, run, and take-out of events, including, but not limited to, stage carpenters and assistants, fly operators and assistant carpenter grips and car and truck loaders; stage electricians and assistants, lighting technicians, projectionists and grips, property handlers, assistants and grips, high riggers and ground riggers; audiovisual and presentation systems technicians and operators, at and from 9737 Chemainus Road, Chemainus, BC, except managers, office employees, kitchen staff, box office employees, dining room staff, gallery staff, and front house staff. The jurisdiction of the Union under this Agreement extends only as expressly stated in this Agreement and no jurisdiction that is not expressly stated in this Agreement shall be implied.”

**2.02** There are three (3) categories of Employees covered by this Agreement:

- (i) Continuing Employees are Employees who are hired by CTF on an annual, ongoing basis as defined in Article 10.
- (ii) Seasonal Employees are Employees who are hired by CTF, on a seasonal basis to install and operate shows, build and/or paint sets, make and/or maintain costumes and properties.
- (iii) Casual Employees are Employees who are hired on an occasional and irregular basis when required and with no reference to a guaranteed number of hours or weeks.

**2.03** Nothing in this Agreement precludes or limits the rights of CTF management and staff from performing the same tasks as the Employees in meeting their respective job responsibilities, to the extent that this has been past practice, and without limit in the following cases:

- (i) Emergency
- (ii) When an Employee requests and/or requires assistance
- (iii) For immediate safety reasons
- (iv) For supervisory or training purposes

**2.04** The Employer has the right, in its sole discretion, to assign Employees to perform work that does not fall within the scope of the Agreement as herein defined. While so employed, the assigned Employee shall be entitled to be paid the wages and benefits provided in this Agreement. However, such assignment of bargaining unit members shall neither extend nor otherwise change the scope of the Union's bargaining rights under this Agreement, nor change the Jurisdiction of the Union herein.

**2.05** Nothing in this Agreement shall be interpreted to prevent or preclude the participation of a designer or specialized employee of an equipment supplier in the installation, adjustment, or operation of specialized equipment including, but not limited to, scenic elements, properties, rigging apparatus, electrical effects, sound equipment, projecting apparatus, P.A. systems, specialized computer, IT, or AV equipment, pyrotechnics and other special effects or processes, providing that members of the bargaining unit shall not be displaced.

**2.06** Persons who are not members of the bargaining unit shall, at the discretion of CTF management, be permitted to operate sound, lights, and/or multi-media effects to the extent that such operation is part of past practice and provided that members of the bargaining unit shall not be displaced.

**2.07** The Employer shall be allowed to use co-op students and eligible program participants in accordance with past practices, which have prevailed between CTF and the regional area school boards of education, government employment experience programs, community colleges and universities provided that Employees shall not be displaced. The purpose of this participation must be for training and educational purposes, and as such, the activities of the participant must be supervised at all times by professionals who are qualified in the area of participation. The Union will be advised a minimum of three (3) weeks in advance of the start date, and notice shall include the following items: position of program participant, designated supervisor if known, and dates of the term position. Upon successful completion of these term positions, participants will be credited hours work towards Union membership

**2.08** Persons who are not members of the bargaining unit shall, at the discretion of CTF management, be granted access to, and permitted use of, equipment and facilities to the extent that such operation is outside the scope of this Agreement and provided that members of the bargaining unit shall not be displaced. The Union will be advised of such work, ideally in advance of the start of the work.

### **ARTICLE 3. Union Security**

**3.01** Every employee coming within the scope of this Agreement, as a condition of employment, shall be or shall become and shall remain a member in good standing of the Union

**3.02** Subject to the exceptions in Articles 2, all work falling within the jurisdiction of the Union shall be performed exclusively by members of the bargaining unit.

**3.03** Notwithstanding the terms of Article 3.01 and 3.02, in the event the Union is unable to supply sufficient labour, the Employer may obtain labour elsewhere.

**3.04** The Union shall have the right to have the assistance of representatives of the International Alliance of Theatrical Stage Employees of the United States, Its Territories and Canada other than those of Local 168 when dealing or negotiating with CTF.

**3.05** All official communication between CTF and the Union shall be directed through the Secretary-Treasurer or designated official of the Union utilizing the Union's official mailing address or email address, and to the Managing Director or designated official of CTF utilizing CTF's official mailing address or email address.

**3.06** No Employee shall be required to make a written or verbal agreement with CTF which conflicts with the terms of this Agreement. Members of the bargaining unit are able to engage in design work for CTF, under separate formal agreements, where the scope of the work is solely designed oriented. The definition of scope of work is addressed in Article 32.

**3.07** Stewards

- (i) Stewards shall be recognized in all venues covered by this Agreement, and shall not be discriminated against. The Employer shall be notified by the Union of the name or names of such stewards who shall not be Employees in a supervisory position.
- (ii) It is understood that stewards, with the approval of the Employer in a case determined basis shall be permitted without loss of pay, to leave their regular duties for a period not to exceed an hour, in order to investigate and settle complaints if possible. Approval shall not be unreasonably withheld.

**ARTICLE 4. Dues Deductions**

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

## **ARTICLE 5. Union Insignia**

**5.01** Where mutually agreed, the Employer will allow the IATSE Local 168 insignia to be placed in public locations within venues serviced by Union Stage Employees of CTF. It is agreed that the insignia will remain the property of the Union and shall be at all times be in possession of a member of the Union. Said insignia shall at no time be used in a manner detrimental to the interest or welfare of CTF or the Union.

**5.02** CTF shall give credit in the production program for work carried out by members of the Union. Union insignia, to be displayed in the program or projection, shall be in a mutually acceptable format, location, and size. The Union shall provide “camera ready” copy for any such display.

**5.03** Where recognition of any other unions or professional organizations is displayed on the premises of CTF or the performance venue, CTF shall likewise recognize the Union in a manner mutually acceptable to CTF Management and the Union. The display shall be supplied by the Union.

**5.04** Where mutually agreed, the Employer will allow the IATSE Local 168 insignia to be applied on scenic elements manufactured at CTF that are to be leased or rented to another presenter, or toured to other venues.

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

**6.01** An authorized representative or representatives of the Union accompanied by CTF Management shall be permitted by the Employer upon prior notification to enter and inspect, free of any interference, Employee work areas. This entrance or inspection shall be conducted within Employer safety protocols when, in the Union’s opinion, investigations or matters pertaining in any way to this Agreement are required. Such representatives shall not interrupt or interfere with any work in progress.

## **ARTICLE 7. Management Rights**

**7.01** CTF shall remain vested with the exclusive control of management and operation of the Theatre; planning, programming and determination of CTF objectives; control and direction of CTF facilities; and with the direction and supervision of the Employees, including its right to hire, suspend, discipline, or discharge Employees for just cause, or to transfer to new duties, or to lay off Employees because of lack of work or for other legitimate reasons, or to schedule its operations, or to extend, limit, curtail, discontinue or reschedule its operations



when in its sole discretion it may deem it advisable to do so; and all other rights and responsibilities not specifically modified elsewhere in this Agreement.

**7.02** The Employer shall manage, schedule, and assign duties to Employees. CTF shall provide Position Job Descriptions to the Union upon request.

**7.03** The Employer may make rules and regulations governing the work environment and conduct of Employees; however such rules and regulations shall not be inconsistent with the terms of this Agreement. CTF shall provide the Union and each Employee with a copy of the CTF written rules and regulations.

## **ARTICLE 8. Ancillary Positions**

**8.01** The Union accepts that Stage Managers and their assistants/apprentices are permitted to be involved in running a show as per past practice.

**8.02** CTF recognizes that the provisions of Article 8 shall not be used to displace Employees.

## **ARTICLE 9. Conditions of Work**

**9.01** The minimum work call for all Employees shall be four (4) continuous hours, or what the Employment Standards Act states, whichever is greater, except:

- (i) When a call is solely for the purpose of a meeting or training, the minimum work call may be two (2) hours.
- (ii) A recall to work after a break of greater than four (4) hours shall constitute a new four (4) hour call.
- (iii) At the Employee's written request to CTF Management, a call can be shortened to accommodate the schedule of the Employee. No call shortened under this Article shall be less than three (3) hours.
- (iv) An Employee shall be at onsite, appropriately dressed and equipped, and ready to work by the designated call time. In case of late arrival, the pay period shall begin at the next applicable fifteen (15) minute interval.
- (v) Casual Employees are considered dismissed if more than 10 minutes late, and may be replaced, and will work until their replacement arrives.

**9.02** The Employer shall notify an Employee of a shift cancellation no later than twenty-four (24) hours prior to the beginning of the cancelled shift. Should sufficient notice not be given in accordance herewith, the Employee called shall be paid the minimum two (2) hours at the regular hourly rate.

- (i) If the cancellation is caused by *force majeure* including, but not limited to, natural phenomena, performer illness, power failure, strike or work stoppage, or other unforeseeable emergencies, and the Employee is notified prior to reporting for work, no payment shall be required. In such cases the Union shall be notified at the earliest possible opportunity.

**9.03** Subject to provisions contained elsewhere in this Agreement Employees may be assigned to categories of work other than the categories of work in the Seasonal Employee's season engagement letter. Such temporary assistance shall be understood to mean no more than two (2) hours of assistance and shall not be used to permit work in a department that is not staffed.

**9.04** Adequate restroom facilities will be provided in accordance with the Workers Compensation Act of British Columbia and shall be maintained in a clean condition by the Employer. The Employer shall provide an adequate supply of menstrual products for staff use, to be stored at a mutual agreed location.

**9.05** A minimum of ten (10) minutes of pick up and wash up time will be allowed prior to quitting time, on days that contain setup, strike, and/or maintenance.

**9.06** No Employee shall be required to supply a vehicle for CTF business. Employees who use their vehicle for CTF business as approved by CTF Management, shall be reimbursed by CTF at a rate noted in Appendix A. When requested by the Employer, Employees shall receive a minimum of one (1) kilometre per occurrence. No Employee shall use their personal vehicle for the transportation of artists/performers or any individual other than another employee of CTF.

**9.07** CTF agrees to ensure there is adequate parking at no cost to the Employee within one (1) kilometre of the workplace.

**9.08** Mutually agreeable accommodations shall be made for Employees that are not able-bodied as defined by BC Human Rights Code.

**9.09** CTF shall provide bulletin boards which are accessible to all Employees upon which the Union shall have the right to post notices. No posting on any bulletin board shall be used in a manner detrimental to the interest or welfare of CTF or the Union.

**9.10** The Union and CTF desire that every Employee be familiar with the provisions of this Agreement and their rights and obligations there under. Therefore, CTF shall print and maintain a copy of this Agreement in the workplace along with all company policies and procedures with which the Employees are to be familiar.

## **ARTICLE 10. Staffing and Departments**

### **10.01 Staffing; Assistant Technical Director**

The Assistant Technical Director is an additional allotment of hours to a Head position to work across multiple departments. The Employer may offer the Assistant Technical Director hours on a seasonal basis at the outset of the season. The assignment does not carry over from season to season and is subject to change from season to season based on seasonal staffing requirements. Should there be no operational need to change the assignment, the incumbent will receive a continued assignment.

### **10.02 Staffing; Departments**

(i) i. Definitions

Under this Agreement, the departments in CTF are understood to be:

- a) Scenic Carpentry
- b) Audio
- c) Electrics
- d) Wardrobe
- e) Scenic Art
- f) Properties

### **10.03 Staffing; Pre-production, Production, Build**

This Clause will address the term and conditions of work for Employees engaged in pre-production, production, and build work in the shops at CTF.

- (i) Department Heads are assigned on a seasonal basis for work in pre-production and production, for install and technical rehearsals as required, in these departments:
- a) Scenic Carpentry
  - b) Wardrobe
  - c) Scenic Art
  - d) Properties

- (ii) Department Heads shall be engaged on a seasonal basis, to work on all productions where work is being done in the shops of CTF, per the Hiring Practices defined in Article 22.
- (iii) Department Heads shall engage in professional practice in their departments per the job descriptions in Appendix C, including the supervision of Casual Employees in their Departments.
- (iv) Head of Wardrobe.

The terms of employment for the current incumbent Head of Wardrobe only are addressed in a Letter of Understanding attached to this agreement.

- (v) Casual Employees dispatched to work in the shops of CTF shall work in the Department for which they are called, per the Calling Procedures in Article 9 and Article 28. Should the work extend beyond the current dispatch, the engaged worker shall be offered the right of first refusal.
- (vi) Subject to provisions contained elsewhere in this Agreement Casual Employees may be assigned to categories of work other than work stated in the call. Such temporary assistance shall be understood to mean no more than two (2) hours of assistance and shall not be used to permit work in a department that is not staffed.

#### **10.04 Staffing; Install, Technical Rehearsals**

This Article will address the term and conditions of work for Employees engaged in the pre-performance work of installation and technical rehearsals on the stage at CTF.

- (i) Department Heads are assigned to work in these departments, based on the conditions noted in this Article:
  - a) Audio
  - b) Electrics
- (ii) A Department Head shall be assigned to each department in which work is being carried out and such Department Heads shall not be released from duty prior to the release of Casual Employees employed on such production in their department. The Technical Director and/or the Assistant Technical Director may serve as Head of Department.
- (iii) For Install or Technical Rehearsal calls involving more than one (1) Employee, a Crew Chief will be assigned to the production. The Technical Director, a Department Head, the Assistant Technical Director, a Seasonal Employee, or a dispatched Casual Employee may serve as the Crew Chief.

## **10.05** Staffing; Performances

### Minimum Staffing

- (i) Main Stage public performance calls:
  - a) for a non-musical, a minimum of one (1) Employee shall be engaged.
  - b) for works involving a live audio mix, a minimum of two (2) Employees shall be engaged.
  - c) for the summer mainstage musical, a minimum of three (3) Employees shall be engaged.

## **ARTICLE 11. Meals and Rest Periods**

**11.01** No meal break shall be allowed during a call of five (5) hours or less, and no meal break need be given if the Employee is not required to work more than a total of five (5) hours.

An unpaid meal break of at least one half (0.5) hours duration shall be given to Employees who are working more than five (5) hours after no more than five (5) hours of work, and no less than two (2) hours. The Employer will provide an unpaid meal break of one (1) hour duration when circumstances permit.

Should an Employee be required to remain to work or be available beyond five (5) hours without a meal, such time required shall be paid as time and a-half (1.5) the prevailing rate, in half ( $\frac{1}{2}$ ) hour increments, until a meal break or the end of a day.

Whenever practical, a meal break shall not be called less than two (2) hours from the beginning of a shift, or less than four (4) hours from the prior meal break.

Meal breaks shall be scheduled to facilitate the needs of the production.

**11.02** There shall be a fifteen (15) minute paid relief break within each work period of four (4) or more hours. In the event that a relief break is not taken the time may be appended to the end of the day, but time appended may not cause further penalties. This rest period may be deferred or advanced by mutual consent.

**11.03** A turnaround break of a minimum of ten (10) hours shall be given to each Employee between the conclusion of one day's work and the call to work the following day. In the event an Employee is required to return to work before the ten (10) hour turnaround break elapses, they shall be compensated at the rate of one and one-half (1.5) times their regular hourly rate for time worked until the turnaround break of ten (10) hours elapses.

**11.04** Employees shall be scheduled a minimum thirty-two (32) hours in a row free from work each week. In the event an Employee works during this period, they shall be compensated at the rate of one and one-half (1.5) times their regular hourly rate.

## **ARTICLE 12. Wages and Payroll**

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

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

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

**12.04** Each payment shall include an itemized statement indicating time worked at straight time and overtime, rate of pay, benefit premiums and individual deductions. Stage Employees shall have their pay deposited to a bank account designated by the Employee.

**12.05** Employees shall be given all wages and statements as necessary in the event of termination, in accordance with the applicable legislation. In the event that the Employee terminates employment without giving notice, wages and settlements shall be available within five (5) working days of such termination.

**12.06** All work performed by Employees shall be paid at the Employee's regular hourly rate except as provided below:

- (i) Employees shall be compensated at the rate of one and one-half (1.5) times their regular hourly rate for work performed in excess of eight (8) and less than eleven (11) hours in a day.
- (ii) Employees shall be compensated at the rate of two (2) times their regular hourly rate for work performed in excess of eleven (11) hours in a day.
- (iii) Employees shall be compensated at the rate of one and one-half (1.5) times their regular hourly rate for work performed in excess of forty (40) hours in one (1) week. Only the first eight (8) hours worked each day shall be used to calculate total hours for weekly overtime.
- (iv) Employees shall be compensated at the rate of one and one-half (1.5) times their prevailing rate for all work between midnight and 8:00 a.m.
- (v) The work week shall begin Sunday at 12:01 a.m. and end on the following Saturday at 12:00 a.m. midnight.
- (vi) All overtime must be authorized by CTF Management or its designate.

### **12.07** Recall to work

If a Seasonal or Casual Employee, at the call of the Employer completed a period of duty in any day and is recalled to duty by the Employer on the same day after a break of greater than two (2) hours has elapsed since the completion of that period of duty, and as a result of such recall works a further period of time, the Employee shall be paid an additional one (1) hour at the applicable rate on top of the time worked on the recalled shift.

**12.08** A call for Employees to perform work prior to and during a performance shall commence at least sixty (60) minutes prior to the scheduled commencement time of the performance. Where the Employer schedules a meal break prior to the performance, Employees will return at least sixty (60) minutes prior to the scheduled commencement time of the performance, or thirty (30) minutes prior to the opening of the auditorium to the public, whichever is earlier.

**12.09** Should the Employer require an Employee to perform work in a higher paid classification for more than two (2) hours, then that Employee will shall be paid the higher rate for the entire shift. This shall not apply where the Employee is replacing another Employee for a duration of less than two (2) hours, or such as to cover a break.

**12.10** Nothing herein shall prevent an individual Employee from negotiating nor the Employer from offering rates of remuneration or other benefits higher than those contained in Appendix A. The Business Agent of Union shall be informed in writing by the Employer the agreed upon arrangement within seven (7) business days. The agreement will be signed by the Employer and the Employee.

**12.11** By mutual agreement between the Employer and the Employee, a Continuing or Seasonal Employee may take time off work in lieu of remuneration for overtime. In such a case the time off shall be calculated in the same manner as the rates of pay as outlined above. The overtime bank will have a 40-hour cap. The overtime bank shall be refillable by mutual agreement. Employees utilizing an overtime bank will indicate by October 31st of each year if they wish to use the time banked, providing operational circumstances allow, or have it paid out. Banked overtime shall not be carried over into the next calendar year and shall be paid out by the Employer on the last payroll of each year.

**12.12** Upon written mutual agreement between the Employer and an Employee, requests to "Advance Bank Hours" can be arranged in situations which benefit the Employee's outside practices. Advanced Banked Hours are lieu time which is taken in advanced of it being worked. In which case, they can be worked back at a reasonable rate allowed by the Employer. All agreements to Advance Bank Hours shall be submitted to the union. In the event of early termination by the Employee, pay for advance-banked hours not worked shall be deducted from the Employee's final pay.

## **ARTICLE 13. Statutory Holidays**

### **13.01 Statutory Holidays**

- (i) The following holidays shall be deemed Statutory Holidays for Employees for the purposes of this Agreement:

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

- (ii) In addition to the days above in 13.01, the following holidays shall be deemed Statutory Holidays for Continuing Employees for the purposes of this Agreement:

Easter Monday      Boxing Day

**13.02** Statutory Holidays shall be deemed to commence at 12:01 am the day of the Statutory Holiday and terminate at midnight of the statutory holiday.

**13.03** An Employee who has been employed by the Employer for at least thirty (30) calendar days before the Statutory Holiday and has worked or earned wages for fifteen (15) of the calendar days preceding the Statutory Holiday, who works on a Statutory Holiday must be paid for that day:

- (i) One and one half (1½) times the Employee's applicable rate for the time worked up to twelve (12) hours,  
(ii) Double (2x) the Employee's applicable rate for any time worked over twelve (12) hours, and  
(iii) An average day's pay at the applicable rate, as determined by the formula in BC Employment Standards.

## **ARTICLE 14. Discipline**

**14.01** The Parties agree that the following do not constitute discipline:

- (i) Directions and verbal corrections;  
(ii) A supervising or managing representative of CTF requesting, and then conducting, a meeting to discuss the conduct or work of an Employee without threats of consequences, penalties, personnel file entries, or punishment;



- (iii) An informal warning regarding an Employee's non-compliance or unbecoming behaviour, the minor severity or rare occurrence of which shall not result in an entry in an Employee's file and therefore cannot be referenced in a subsequent disciplinary process.

**14.02** No Employee shall be unreasonably or arbitrarily disciplined. In the event that an Employee is to be disciplined, CTF's Disciplinary Action Policy shall apply. CTF's Policies and Procedures for progressive discipline shall be provided to Employees and the Union.

**14.03** The Employer may terminate the employment of any Employee for just cause, at the Employer's sole discretion in accordance with Article 14.08 below. The Employer shall inform the Employee of the reason and proof of just cause at the time of termination and shall notify the Union of the termination and its reason in writing, within one business day of termination. The burden of proof for just cause shall rest with CTF.

**14.04** Subject to just cause, the Employer reserves the right to discipline, refuse to rehire, or demand replacement of any Employee who is in the sole determination of the Employer, incompetent, unqualified, or unfit for work, following notification of the Union. Such action will be recorded in the Employee's personnel file.

**14.05** Employees may request the attendance of a Union representative at any discussion between the Employee and supervisor that the Employee is advised may result in a discipline recommendation. The Employee may not use this clause to delay or avoid a meeting or discussion.

**14.06** A Formal Warning shall be declared as such and considered disciplinary and shall be written and entered into an Employee's file with a copy given to the Employee and subsequently can be referenced in a disciplinary process.

**14.07** Employees shall have the right to review their personnel file at a time mutually agreeable with the Employer.

**14.08** Before discharging an Employee for just cause, the Employer shall exhaust its progressive disciplinary procedures from its Disciplinary Action Policy and Procedures in its Human Resources Policy and Procedures Handbook. Notwithstanding the above, it is understood that, under the BC Labour Code, certain actions, including but not limited to, workplace violence, criminal activity, violations of Health and Safety, Discrimination and Harassment policies may result in immediate termination for just cause.

## **ARTICLE 15. Health and Safety**

**15.01** CTF shall carry all WorkSafeBC insurance coverage as is required by law.

The Employer and the Union recognize the shared responsibility upon CTF, Union and each individual to abide by WorkSafeBC regulations, and all other applicable legislation. It is agreed by that the Employer and the Union shall fully cooperate and ensure compliance with CTF's safety rules and practices. It is further agreed by CTF and the Union that WorkSafeBC regulations are the final arbiter of safety regulation.

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

### **15.03**

- (i) The use of cellular phones and other personal electronic devices during work periods is prohibited, with the exception of company related work or communications. Cellular phones and other personal electronic devices shall not be used under any circumstances when performing work at heights or at any other time when a lapse of attention may constitute a safety hazard.
- (ii) Only those requested by CTF Management to use their phones for work purposes shall be compensated per Company Policy.

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

**15.05** An Employee having to cease work due to an injury covered by WorkSafeBC shall be paid at the applicable wage rate up to the end of the shift for which the Employee was called.

## **ARTICLE 16. Tools and Dress**

**16.01** The Employer requires each Employee shall be responsible for supplying the minimum tool kit, detailed in Appendix D in order to perform the work for which they are employed. All tools shall be in the Employee's possession and in good condition each time they report for work.

**16.02** No Employee shall be required to supply any tools on the Employer's premises other than normal trades tools. An Employee may, at the Employee's own discretion, supply additional tools.

**16.03** If an Employee chooses to supply tools other than the basic tool kit, the Employee shall insure those tools against loss while on CTF's premises or in a venue which is under the care and control of CTF.

**16.04** It is understood that clothing appropriate to the work (set up, tear down, or in the case of show calls, black show running attire appropriate to the event) is considered among the minimum tools for all Employees. Employees will comply with the CTF Dress Code, as attached in Appendix F.

## **ARTICLE 17. Workplace Harassment and Discrimination**

**17.01** Under WorkSafeBC regulations and the BC Human Rights Code, every person has the right to be free from harassment and discrimination. CTF is committed to providing a workplace environment that promotes all employees, contract workers and volunteers to treat each other with respect and dignity. It is CTF's commitment to foster openness and acceptance. CTF will take every reasonably practicable effort to ensure that no employee is subject to incidents of violence, discrimination, sexual harassment or bullying and harassment, and to deal quickly and effectively with any incident that may occur.

**17.02** CTF shall ensure the Respectful Workplace Policy is posted and distributed to all employees, staff, and artists and volunteers in writing at the time of their engagement. Employees shall comply with all posted and distributed CTF policies that do not conflict with the terms of the Agreement.

## **ARTICLE 18. Strike and Lockout**

**18.01** During the term of this Agreement, CTF shall not lock out any Employee and no Employee shall strike and the Union shall not declare or authorize a strike of the Employees.

**18.02** An Employee covered by this Agreement shall have the right to refuse to cross a legally established picket line and/or refuse to do the work of striking or locked out Employees.

## **ARTICLE 19. Union-Management Committee**

**19.01** A Union-Management Committee shall be established consisting of two representatives appointed by the Union and two representatives appointed by CTF Management.

**19.02** The purpose of the Committee is to facilitate a meaningful exchange of ideas and information on matters of mutual interest. It is agreed that specific grievances shall not be discussed.

**19.03** The Committee shall meet quarterly, or more frequently by mutual agreement. The Parties agree to identify agenda items and circulate to the other members at least three days in advance of each meeting.

**19.04** Union representatives attending such Committee meetings shall continue to be paid.

## **ARTICLE 20. Grievance and Arbitration**

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

Step 1: Any grievance that may arise shall first be discussed between the Employee and their supervisor in an attempt to resolve the matter.

Step 2: In the event that the matter is not satisfactorily resolved, it shall be discussed between a duly authorized representative of the Union and a duly authorized representative of CTF within ten (10) business days of the incident.

Step 3: If no settlement is reached at Step 2 within seventy-two (72) hours, the circumstances giving rise to the grievance shall be put in writing and sent to CTF and the Union who shall each appoint a senior representative(s) who shall meet as soon as possible in an earnest effort to resolve the grievance.

Step 4: If no settlement is reached between them in ten (10) business days, they may refer the difference to a single arbitrator whose decision shall be final and binding on all persons bound by this Agreement.

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

**20.02** The time limits as set out in the Grievance Procedure may be varied by mutual consent of CTF and the Union.

**20.03** The costs of the Arbitrator shall be shared equally by both parties and each party shall be responsible for expenses incurred to prepare and present their case before the Arbitrator. Where determined by the arbitrator that either party is acting in a frivolous or vexatious manner, then costs shall be borne as determined by the Arbitrator.

## **ARTICLE 21. Seniority**

**21.01** The CTF Roster at the time of certification, listed by seniority, is attached as Appendix B. Employees shall remain members of the Roster, unless dismissed for just cause, and retain seniority, until retirement or as advised by the Union. CTF Roster seniority for the purposes of this Agreement shall be determined from the first day of employment with CTF.

## **ARTICLE 22. Probation**

**22.01** All newly hired Employees, other than casual Employees, shall serve a probationary period not exceeding ninety (90) continuous days of employment from the date of hire, during which the 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 hire.

**22.02** The probationary period may be extended a further ninety (90) continuous days of employment at the discretion of the Employer for the purpose of determining an Employee's suitability for permanent/regular employment. The Union will be notified in writing if a probationary period is extended.

**22.03** New casual Employees shall serve a probationary period of twenty (20) shifts or eighty (80) hours, whichever is shorter, 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. The Union will be notified in writing if a probationary period is extended.

## PART 2: Continuing Employees

### ARTICLE 23. Staffing

#### 23.01 Technical Director

- (i) The Employer shall engage a Technical Director to supervise the technical and production departments of CTF's theatre operations under the direction of the Management of CTF. The Technical Director shall be engaged on an annual and ongoing basis, per the Hiring Practices defined below.
- (ii) The Technical Director shall supervise, assist and support the Employees as directed by CTF Management, through all stages of production and technical rehearsals. The Technical Director shall serve as the supervisor of all technical and production calls except rehearsals. The Technical Director may serve as Head of Department.
- (iii) After the opening of theatrical productions, the Technical Director shall be responsible to respond to technical matters arising. The Technical Director may be assigned to show operation as required by the nature of the production as determined by the Management of CTF.

**23.02** In event of a Continuing Employee vacancy, the Employer agrees to notify the Union and post all openings for a duration of at least two (2) weeks at least thirty (30) days prior to the closing date. The Employer shall post notice of the vacancy in the Employer's offices, on all bulletin boards, and if desired by any electronic means to all Employees. The posting shall include: the nature of position, qualifications (based on the staff categories), required knowledge, education, skills, hours of work, wage/salary, and any applicable benefits. The posting shall also include CTF's Employment Equity, Diversity, Inclusion and Accessibility Statement

**23.03** The Employer agrees to give preference to current local Union members. However, where there are no suitable applicants as determined by the Employer, the Employer shall then be able to consider applications from the Permittees of the Local. If there are still no suitable applicants, the Employer may then recruit from outside. The Employer shall notify the Union in advance of needing to hire Permittees or from outside.

### ARTICLE 24. Continuing Employee Sick Leave

For the purposes of this article, sick leave is defined as those periods when a Continuing Employee takes leave with pay pursuant to Article 24.02-because the Employee is ill or disabled for reasons not covered by WorkSafe BC and as a result is unable to attend to work.

#### 24.01 Entitlement

Continuing Employees shall be eligible for (10) days of annual sick leave service following successful completion of the probationary period or all sick leave provisions as set out in the BC Employment Standards Act, which ever is greater. Continuing Employees shall be eligible for the ten (10) of annual sick leave following completion of the probationary period.

#### **24.02 Annual Entitlement**

- (i) Of the yearly sick leave entitlement of ten (10) days, exclusive of any future additional BC Employment Standards Act entitlements, five (5) days shall be advanced to Continuing Employees on January 1st of each year of service, and/or after the completion their probationary period. The remaining five (5) days of sick day entitlement shall be advanced on the first day of the sixth month of service.
- (ii) The five (5) days of sick day entitlement advanced after the fifth month of service are earned one (1) sick day a month on the first day of each month of the sixth to the tenth month of the year of service. 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.

No cash payment for unused sick leave will be paid.

#### **24.03 Proof of Illness**

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

#### **24.04 Subrogation**

A Continuing 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:

- (i) benefits received from the Employer as sick leave; or
- (ii) 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 Continuing Employee.

## **ARTICLE 25. Continuing Employee Leave of Absence**

### **25.01 Maternity, Parental and Adoption Leave**

#### **(a) Maternity Leave**

- (i) An Employee shall be entitled to seventeen (17) consecutive weeks of maternity leave and up to sixty-two (62) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.
- (ii) 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.

#### **(iii) 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.

#### **(iv) 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 25.01(a)(iv) below.

#### **(v) 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 25.01(a)(i) or (ii).

#### **(b) Notice Requirements and Commencement of Leave**

- (i) 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.
- (ii) An Employee who requests adoption or parental leave shall be required to provide proof of adoption or birth of the child.



- (iii) 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.
- (iv) 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.

**25.02 Bereavement Leave**

- (i) In the event of the death or bona fide hospitalization of a Continuing Employee's immediate family, as defined by Employment Standards, 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, parent, guardian, sibling, grandchild or grandparent of an Employee, and any person who lives with an Employee as a member of the Employee's family. It includes common-law spouses, step-parents and step-children, and same sex partners and their children, as long as they live with the Employee as a member of the Employee's family.

- (ii) The Employer may also grant an additional one (1) day with pay to attend the funeral.
- (iii) Notwithstanding the above, the Managing Director, upon written request, may grant an Employee an additional unpaid leave of absence.

#### **25.03 Unpaid Leave of Absence**

The Employer may grant approval for a Continuing Employee to take an unpaid leave of absence for special purposes. Written requests for such leave of absence should be submitted to the Managing 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.

#### **25.04 Jury Duty**

- (i) Where an 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 an unpaid leave of absence.
- (ii) Should the leave of absence place an undue hardship on the Employee, the Employer shall provide the Employee with a letter requesting the Employee be excused from Jury duty at this time.

**25.05** The Employer shall grant approval for a Continuing 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.

#### **25.06**

- (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:
  - i) 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;
  - ii) to obtain for the Employee or eligible person victim services or other social services relating to domestic or sexual violence;
  - iii) 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;

- iv) to temporarily or permanently relocate the Employee or eligible person or both the Employee and eligible person;
  - v) 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; any prescribed purpose.
- (ii) If an Employee requests leave under “Leave Respecting Domestic or Sexual Violence Act”, the Employee is entitled during each calendar year to
- a) up to 5 days of paid leave,
  - b) up to 5 days of unpaid leave, and
  - c) up to 15 weeks of additional unpaid leave

A leave under Article 25.06 ii) may be taken by the Employee in one unit of time, or more than one unit of time, with the Employer's consent.

- d) 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.

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 26. Continuing Employee Vacation Pay and Benefits**

### **26.01 Vacation Entitlement:**

Paid annual vacations for Continuing Employees shall be as follows:

- (i) four percent (4%) of the Employee's total wages during the year of employment shall be accrued, entitling the Employee to draw paid vacation days from this accrual.
- (ii) after five (5) consecutive years of employment, six percent (6%) of the Employee's total wages shall be accrued, entitling the Employee to draw paid vacation days from this accrual.

**26.02 Vacation Year:** For purposes of this Article, annual vacation shall be earned, computed, and taken on a calendar year basis, except as noted in Article 26.04.

**26.03 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.

**26.04** For Continuing Employees, a maximum of two (2) weeks of accumulated vacation time may be carried over to the next year by mutual agreement with the Employer

**26.05** Continuing Employees shall become eligible for the CTF Benefits Plan upon completion of their probationary period. Plan details are noted in Appendix F.

## **PART 3: Seasonal Employees**

### **ARTICLE 27. Seasonal Employees**

Seasonal Employees shall be hired directly by the Employer for the following positions per season:

One (1) Head Scenic Carpenter

One (1) Head Audio

One (1) Head Electrics

One (1) Head of Wardrobe plus one (1) Lead Wardrobe

One (1) Head Scenic Artist

One (1) Head Properties

**27.01** Each season, the Employer agrees to notify the Union and post all openings for a duration of at least two (2) weeks at least thirty (30) days prior to the first day of the season each year. The Employer shall post notice of the vacancy in the Employer's offices, on all bulletin boards, and if desired by any electronic means to all Employees. The posting shall include: the nature of position, qualifications (based on the staff categories), required knowledge, education, skills, hours of work, wage/salary, minimum number of hours (as outlined in Article 27.04, and proposed production start and end dates.

**27.02** The following factors shall receive consideration when filling posted vacancies: incumbency, qualifications, required knowledge, education, and skills with attention to CTF's Equity, Diversity, Inclusion and Accessibility Strategy. When these factors are equal among applicants for the vacancy, an existing Employee having the greatest seniority or years of service shall receive preference. All determinations of qualifications, experience, skill and ability for these positions shall be made by the Employer.

**27.03** The Employer agrees to give preference to current local Union members. However, where there are no suitable applicants, the Employer shall then be able to consider applications from the Permittees of the Local. If there are still no suitable applicants, the Employer may then recruit from outside. The Employer shall notify the Union in advance of needing to hire Permittees and/or from outside.

**27.04** Seasonal Employees shall be hired for a production season of January 1st to December 31<sup>st</sup>, with start and end dates based on the needs of the production(s).

The Employer agrees to notify the Union of the Employer's offer to each incumbent Seasonal Employee, including the guaranteed minimum number of hours for the entire season at least forty-five (45) days before the start of each season, The Employee shall accept or decline the offer within fifteen (15) days, otherwise the offer is deemed to be declined. Should an incumbent Seasonal Employee decline the offer, the position shall be filled by a posting per Article 27.01. Hours of work and overtime shall be as defined per the Articles above.

**27.05** Seasonal Employees will have a minimum of fourteen (14) days notice of the commencement of work on a production.

**27.06** Should a Seasonal Employee as defined in Article 27 leave the employ of CTF before the completion of the season production process, a replacement Seasonal Employee shall be engaged as soon as practically possible.

**27.07** In an effort to allow for a Life-Work balance for seasonal Employees, the Employer agrees to engage with individual shop Employees on developing work schedules that allow for flexibility in build work, while confirming that artistic timelines must be met.

**27.08** Nothing herein shall prevent an individual Continuing or Seasonal Employee from negotiating nor the Employer from offering rates of remuneration or other benefits higher than those contained in Appendix A. The Business Agent of the Union shall be informed in writing by the Employer the agreed upon arrangement within seven (7) business days. The agreement will be signed by the Employer and the Employee.

## **PART 4: Casual Employees**

### **ARTICLE 28. Casual Employees**

When CTF needs Casual Employees, the procedure for filling calls is as follows:

**28.01** The Employer shall advise the Union's Dispatcher of the following:

Start date/ time of the call

Expected end time of call

Envisioned breaks

General scope of work

Number of persons needed for each Department

Reporting Location

Supervisor to report to

**28.02** The call shall be made as soon as possible but in no event shall the Union be held liable or responsible in any way if the call is received by the Dispatcher less than four (4) days prior to the time of the call.

**28.03** The Union shall at all times endeavour to accommodate the Employer's needs when circumstances require the call to be made less than seventy-two (72) hours prior as referred to above. The Union shall inform in a timely manner that the call has been filled and provide the names of those Employees.

**28.04** The Union shall at all times endeavour to accommodate the Employer's needs when circumstances require the call to be made less than the four (4) days referred to above.

**28.05** Hiring of Casual Employees shall firstly be from persons of sufficient ability on the CTF Roster, secondly from persons of sufficient ability from the Union membership, and thirdly other persons of sufficient ability to perform the job. The time of a call shall be at the discretion of the Employer.

**28.06** Notwithstanding the Union's seniority provisions, the Union's dispatch shall endeavour to accommodate the Employer's request when, by mutual agreement, the request has merit based on the needs of the production. Seniority for the purpose of hiring of Casual Employees shall be at the sole discretion of the Union and the general provision of personnel of sufficient ability with highest seniority being the next hired.

**28.07** If the Employer wishes to cancel a call, it shall do so by notifying the Union's Business Agent of the cancellation at least sixteen (16) hours prior to the time of the call. In the event that such notice is not given, unless the Union consents to such cancellations, the Employer shall pay to the Employees designated by the Union to fill the call an amount equal to that remuneration which the Employee would have earned through two (2) hours of work at the applicable rate.

If the call is postponed without prior notice of sixteen (16) hours before the original time of call, and if the call is subsequently cancelled, then this Article shall be applied to the original time of call.

**28.08** When advanced notice of a call (of a duration greater than five (5) days) is given with at least ten (10) business days' notice, the union shall, when possible, provide to the Employer the names of those assigned to the call no later than five (5) business days before the commencement of that call. When notice is given with at least five (5) business days' notice, the union shall, when possible, provide to the Employer the names of those assigned to the call no fewer than seventy-two (72) hours before the commencement of the call.

**28.09** In consultation with the Union the Employer may hire a casual stage employee who is not a member of the Union and who shall be employed under the terms and conditions of this Agreement, should the Union be unable to supply sufficiently qualified crew.

**28.10** Any reduction in the size of the crew required by a lack of work shall be accomplished by the release of those persons designated by the Production Manager or their designate.

**28.11** If a Casual Employee is late for a scheduled shift, the Employer may request that the Union's dispatch immediately attempt to find a replacement. As soon as another Casual Employee accepts the call and arrives at the work site, the first Casual Employee shall be relieved from the opportunity to work.

**28.12** The Union endeavours to supply the same Casual Employees for all calls on any given day and shall make best efforts to supply the same Casual Employees for setup and teardown calls for any single production/event.

**28.13** At the request of the Employer, and subject to privacy requirements, the Union shall provide CTF a copy of a member or permittee's resume.

## **ARTICLE 29. Seasonal and Casual Employees – Vacation Pay**

**29.01** The Employer shall pay to each Seasonal and Casual Employee, each pay period, in addition to remuneration required under this Agreement, vacation pay on the following basis:

- (a) Four percent (4%) of gross wages for the first five (5) years of continuous service, and



(b) Six percent (6%) of gross wages thereafter.

### **ARTICLE 30. Seasonal and Casual Employees – Benefits**

**30.01** The Employer shall pay to each Seasonal and Casual Employee, each pay period, in addition to remuneration required under this Agreement, one percent (1%) in lieu of benefits.

### **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 and increasing artistic capacity.

**31.02** Should significant new technology requiring new methods of operation be introduced which require substantially different skills or experience than that of current CTF Employees, such Employees shall receive paid training in the operation of the new equipment as part of their employment. Employees shall be given a period of time mutually agreed upon by the Union and the Employer to perfect or acquire the skills necessitated by the change.

### **ARTICLE 32. Separation of Responsibilities – Design and Bargaining Work**

**32.01** To allow the Employer to engage designers who serve as Continuing or Seasonal Employees to do design work and also act in production, the following conditions shall apply.

- (i) A formal design contract shall be entered into between the individual and CTF.
- (ii) The design contract shall contain date(s) information indicating when the design must be completed and approved by the Employer.
- (iii) The production work to be undertaken by the Seasonal Employee shall not begin before the date indicated in the design contract for completion of the design work.
- (iv) If the Continuing or Seasonal Employee is unable to fulfill the production duties due to design commitments, an alternate employee shall be engaged.
- (v) Designers may assist a staffed department if the assistance is necessary to allow employees the ability to fully understand what visual concepts the designer is trying to achieve.

### **ARTICLE 33. Canadian Entertainment Industry Retirement Plan**

As of January 1, 2026, the parties agree to implement the Canadian Entertainment Industry Retirement Plan per the conditions below:

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

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

**33.03** 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.

**33.04** 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 Appendix "A" of the agreement. For Employees who have aged out of contribution, an equivalent amount shall be paid out on each paycheque.

**33.05** 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.

**33.06** The Employer shall assist Employees when joining the Canadian Entertainment Industry Retirement Plan

**ARTICLE 34. Effective Date and Duration**

**34.01** This Agreement shall be in effect for a term of three (3) years from January 1, 2025, to December 31, 2027.

If neither party gives notice of termination, nor of a desire to negotiate a new Agreement as above, the current Collective Agreement will remain in full force and effect until renewed.

Within the period of three (3) months prior to the expiry date of this Agreement, either party may, on thirty (30) days written notice, request the other party enter into negotiations for the renewal of this Agreement.

In witness whereof these two parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

For Chemainus Theatre Festival Society:

For IATSE Local 168:

\_\_\_\_\_

Randal Huber  
Managing Director

\_\_\_\_\_

George Scott  
President

\_\_\_\_\_

Claire Friedrich  
Production Manager

\_\_\_\_\_

Laurie Edmundson  
Secretary/Treasurer

### APPENDIX A – Wage and Compensation Table

	2025	2026	2027
Technical Director	26.50	27.30	28.11
Assistant Technical Director, Department Head	24.94	25.69	26.46
Scenic Carpenter Properties Assistant Lead Wardrobe Scenic Artist Operator Cutter	24.40	25.13	25.89
Crew	22.00	22.66	23.34
CEIRP		1%	2%

## **APPENDIX B – Chemainus Festival Theatre Roster**

CTF agrees that the below list represents, in seniority order, the Stage Employees on the Chemainus Theatre Festival Company roster:

Crystal Hanson

Nick Barrett

Jennifer Hedge

Madison Mahon

Lourdess Sumners

Treydon Baker

Caliey Biggs

Hailey Urbanoski

Hans Saefkow

Aidan Tapp

Keri Garland

Jasper Nuneza

Rachel Macadam

Ann-Kristin Blanken

Sarah Shepherd

## APPENDIX C – Job Categories

Technical Director	The Technical Director shall supervise, assist and support the Employees as directed by CTF Management, through all stages of production and technical rehearsals. The Technical Director shall serve as the supervisor of all technical and production calls except rehearsals. The Technical Director may serve as Head of Department. After the opening of theatrical productions, the Technical Director shall be responsible to respond to technical matters arising. The Technical Director may be assigned to show operation as required by the nature of the production as determined by the Management of CTF.
Assistant Technical Director	The Assistant Technical Director is an additional allotment of hours to a Head position to work across multiple departments. CTF may offer the Assistant Technical Director hours on a seasonal basis at the outset of the season. The assignment does not carry over from season to season and is subject to change from season to season based on seasonal staffing requirements. Should there be no operational need to change the assignment, the incumbent will receive a continued assignment
Head Scenic Carpenter	Head Scenic Carpenter duties shall include, but not be limited to, the coordination of the Scenic Carpentry department, the costing, planning, manufacture and installation of all scenic elements as specified in the designs.
Scenic Carpenter	The duties of the Scenic Carpenter shall include, but not be limited to constructing, manufacturing and installing all scenic elements related to the production without direct supervision, as assigned by the Head Carpenter. The Scenic Carpenter must be able to assume all responsibilities in the absence of the Head Scenic Carpenter.
Head of Wardrobe	Head of Wardrobe duties shall include, but not be limited to, the coordination of the Wardrobe department, the costing, planning, manufacture, procurements, fittings and maintenance of all costume, makeup, wigs/hair elements as specified in the designs.
Lead Wardrobe	The duties of the Wardrobe Lead Hand shall include, but not be limited, to the procurement, manufacture, fitting and maintenance of all costumes and accessories without direct supervision, and the maintenance of construction and finishing standards as assigned by the Head Wardrobe. They must also be able to assume all responsibilities in the absence of Head Wardrobe.
Cutter	The Cutter shall have advanced cutting skills, sewing skills and working knowledge of wardrobe equipment and tools plus be able to work without direct supervision. The Cutter will be able to sew, alter, and finish wardrobe pieces.
Head of Properties	The duties of the Head of Properties shall include, but not be limited to the coordination of the Properties Department, the procurement and creation of all properties, furniture, set decoration, and lighting fixtures. Duties may include running crew and basic wiring of props.

Properties Assistant	The duties of the Properties Assistant include procurement and construction of properties and perform basic duties without direct supervision, as assigned by the Head of Properties. Duties may include running crew. They must also be able to assume all responsibilities in the absence of Head Properties.
Head Scenic Artist	The duties of the Head Scenic Artist shall include, but not be limited to, the coordination of the Scenic Art Department, paint and produce specialty finishes such as marble, wood grain, ageing, breakdown, and other faux finishes on all scenic elements, backdrops, and floor treatments.
Scenic Artist	The scenic artist works in coordination with the Head Scenic Artist to paint and produce specialty finishes such as marble, wood graining, aging, breakdown, and other faux finishes. They must also be able to assume all responsibilities in the absence of the Head Scenic Artist.
Head Electrics	Head Electrics (also known as Head Technician) duties shall include, but not be limited to, the install, operation, strike and maintenance of shows, rehearsals, or presentations that require theatrical lighting, sound, or projections. Head Electrics shall be responsible for practical set wiring including the wiring of all stage scenery, sets, parts, and props with basic electrical requirements.
Head Audio	Head Audio duties shall include, but not be limited to, the install, operation, strike and maintenance of shows, rehearsals, or presentations that require a live audio.
Operator	Operator duties shall include, but not be limited to, the install, operation, strike and maintenance of shows, rehearsals, or presentations that require theatrical lighting, sound, live audio or projections. The Operator must be able to assume all responsibilities in the absence of Head Electrics and/or Head Audio.
Crew	Casual Crew duties shall include, but not be limited to, supporting the install, strike, running or maintenance of shows, rehearsals, or presentations that require theatrical lighting, sound, projections, props, costumes, scenery of other production elements.

## **APPENDIX D – Employee Tool Kits**

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.

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

### Scenic Carpenters

Claw Hammer  
Tape Measure  
Crescent Wrench with Safety Strap  
Multi-bit Screwdriver (or equivalent screwdrivers)  
Work Gloves

### Audio and Electrics Crew:

Tape Measure  
Crescent Wrench with Safety Strap  
Multi-bit Screwdriver (or equivalent screwdrivers)  
Pocket Flashlight  
Wire cutters and/or multi-tool  
Work Gloves

### Wardrobe:

Fabric Tape Measure  
Small Notebook  
Shears  
Work apron

### Scenic Artists:

4-way paint tool  
Specialist tools

### Properties:

Tape Measure  
Pen or Pencil



## APPENDIX E – Definitions

### CALL:

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

### SHIFT:

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

### DEPARTMENT:

For the purpose of this Agreement, Departments shall be as follows:

Scenic Carpentry

Audio

Electrics

Wardrobe

Scenic Art

and

Properties

### CREW:

Depending on the assignment(s), also known as Grip Technicians, Stitchers, Dressers, Running Crew, Set-up/Install Crew, Strike Crew, Shop Hands, Loaders, basic Electrical Technicians

### THE EMPLOYER, CTF

Both "The Employer" and "CTF" are the Chemainus Theatre Festival Society. "The Employer" is used when the authorized, active representatives and designates of the Society act or shall act as the Society.

## APPENDIX F – Dress Code

### **Production Department Dress Policy**

Employees must equip themselves with suitable clothing to carry out their duties in a way that is safe for them and for the other workers around them. In the Chemainus Theatre Festival (CTF) Production Department we recognize there are various types of work with various levels of risk that take place, so we have summarized clothing requirements based on the area of work being completed.

#### **1. Carpenters**

CSA approved footwear with a protective toe cap (look for the green or yellow triangle) long pants, short-sleeved shirt (or sleeves secured), loose hair pulled back, no loose jewellery or accessories. Work gloves as desired.

#### **2. Wardrobe**

Closed toe shoes.

#### **3. Electrics / Audio**

CSA approved footwear, long pants, loose hair pulled back, no loose jewellery or accessories. Work gloves and knee pads as desired.

#### **4. Movers / Loaders**

CSA approved footwear, long pants, loose hair pulled back, no loose jewellery or accessories. Work gloves as desired.

#### **5. Show Running Crew / Technicians**

Black closed toe shoes, long black pants, black t-shirt or long-sleeved shirt, loose hair pulled back, no loose jewellery or accessories. Logos on clothing must be under 4 inches in diameter.

*\*\*\*Depending on the needs of the specific production, Technicians and/or Running Crew may be provided with costume pieces to wear during show calls. These costume pieces will be provided and maintained by the Theatre. In no case will an employee be required to wear a costume that would inhibit their ability to complete their work safely.*

*When Technicians or Running Crew are required to work more closely with CTF patrons during a rental or presentation they will be asked to wear "business casual" black clothing. This includes a collared black shirt (such as a polo or button down) & black dress pants/slacks.*

*Technicians will be provided with a CTF name tag to wear during these shifts. A black CTF staff shirt is acceptable in lieu of a collared shirt.*

In addition to the specific position requirements listed above, the following apply to **all** CTF Production employees:

- Clothing/accessories must not display images or words relating to alcohol, drugs, violence, weapons, profanity, or any language/image that could constitute harassment or discrimination of any kind.
- Protective equipment provided by the Theatre (harnesses, respirators etc.) is for the employee's exclusive use during work at CTF and will be stored at CTF.
- Clothing/accessories displaying the CTF logo may not be altered (such as cutting off t-shirt sleeves, changing the logo etc.)
- Wearing of perfumes, colognes or strong-smelling products is not permitted.
- Employees who arrive for work without the appropriate clothing will be sent home to change at the employee's expense.

This policy shall be updated as needed in accordance with WorkSafe BC and the Province of BC and reviewed at least annually by CTF Management.

If you have questions or concerns about the Chemainus Theatre Festival production dress policy, please contact the Production Manager or Personnel Officer.

*Revised December 2024*

## APPENDIX G – Mileage

### **CTF Mileage Reimbursement**

If use of a personal vehicle is pre-approved by management to complete theatre business, the theatre will pay an established rate per kilometer. The rate for reimbursement will be reviewed annually and communicated to employees.

Effective October 1, 2024, the per kilometer rate for travel on or after October 1, 2024, is \$0.61.

All requests for mileage must contain the following information: Date of the trip/ Start Location/ Destination/ Distance driven/ Reason for the trip. All requests for mileage must break out applicable input tax credits (GST) and require approval of the employee's manager.