

**COLLECTIVE AGREEMENT**

**BETWEEN**

**VANCOUVER OPERA ASSOCIATION**

**&**

**THE INTERNATIONAL ALLIANCE OF THEATRICAL  
STAGE EMPLOYEES, MOVING PICTURE  
TECHNICIANS,  
ARTISTS AND ALLIED CRAFTS  
OF THE UNITED STATES, ITS TERRITORIES AND  
CANADA  
AFL-CIO, CLC  
LOCAL 118**



**JULY 1, 2007  
TO  
JUNE 30, 2011**

## TABLE OF CONTENTS

1.	GENERAL PURPOSE .....	5
2.	UNION RECOGNITION .....	5
3.	TERM OF AGREEMENT .....	5
4.	<b>UNION SECURITY</b> .....	6
5.	JURISDICTION OF <b>WORK</b> .....	6
6.	CONTRACT FOR RUN .....	7
7.	REMUNERATION .....	8
8.	TIME OF CALL .....	8
9.	CANCELLATION OF CALL .....	9
10.	HOURS OF WORK .....	9
11.	OVERTIME .....	10
12.	VACATION PAY .....	11
13.	<b>MEAL BREAKS</b> .....	11
14.	MEAL PREMIUM .....	12
15.	MINIMUM CALL .....	12
16.	SAFETY .....	12
17.	PAYMENT OF WAGES .....	13
18.	<b>HEALTH AND WELFARE PLAN</b> .....	13
19.	REMOVAL OF EMPLOYEE .....	14
20.	GRIEVANCE PROCEDURE .....	15
21.	LOCKOUT AND STRIKES .....	15
22.	MANAGEMENT RIGHTS .....	15
23.	EXISTING TERMS AND CONDITIONS .....	15

24.	UNION RIGHT OF ENTRY .....	16
25.	COST OF LIVING ADJUSTMENTS .....	16
26.	SPECIAL CONDITIONS .....	17
27.	SEXUAL HARASSMENT.....	20
28.	SCHEDULES.....	21
29.	SAVINGS CLAUSE.....	21
30.	SIGNATORIES.....	22
	SCHEDULE "A" .....	23
	INDEX .....	24
	LETTER OF AGREEMENT #1 .....	26
	LETTER OF AGREEMENT #2 .....	27
	SUMMARY OF LETTERS OF UNDERSTANDING.....	28

This Agreement, dated for reference this twentieth day of October 2007  
BETWEEN:

THE VANCOUVER OPERA ASSOCIATION  
(hereinafter called the "Employer"), OF THE FIRST PART

AND:

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,  
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE  
UNITED STATES AND CANADA.  
LOCAL 118  
(hereinafter called the "Union"), OF THE SECOND PART

- A. The Employer is an employer within the meaning of the "Labour Relations Code". Nothing in this collective Agreement shall be construed so as to contravene any Federal or Provincial statute or regulation.
- B. The Union is the bargaining authority for the following Employees of the Employer employed within the jurisdiction of work, as described in Article 5 hereof:

Carpentry Department:

Stage Carpenters and Assistants  
Fly Operator and Assistants  
Carpenter Grip  
Fly Grip  
Car and Truckloaders  
High Riggers  
Ground Riggers

Electrical Department:

Stage Electricians and Assistants  
Spotlight Operators  
Preset Operator  
Electrical Grip

Video Department:

Video Operators & Technicians  
Video Projectionists  
Video Grip

Projection Department:

Projectionists

Property Department:

Properties Handler and Assistants  
Property Grip

Sound Department:

Sound Operator and Assistants  
Sound Grips

Wardrobe Department:

Head Wardrobe  
Dressers  
Seamsters

Hair, Wigs & Make-up Department:

Head Hair & Wigs  
Head Make-up  
Supervisory Hair & Wigs Assistants  
Supervisory Make-up Assistants  
Hair & Wig Attendants  
Make-up Attendants

(which employees are hereinafter called the  
"Employees")

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH** that for and in consideration of the premises, the parties hereto covenant and agree as follows:

**1. GENERAL PURPOSE**

- 1.1 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 machinery for the prompt and equitable disposition of grievances for all Employees and Employers who are subject to the provisions of this Agreement.
- 1.2 Pursuant to the provisions of Section 53 of the Labour Relations Code, the Employer and the Union agree to the establishment of a consultation committee for the purposes of consulting regularly during the term of the collective agreement about workplace issues. Such meetings will be held at least once every two months and at other times mutually agreed to between the parties.

**2. UNION RECOGNITION**

- 2.1 The Employer acknowledges and recognizes that the Union is the bargaining agent for all persons defined as Employees herein and employed by the Employer in the work described in Article 5 hereof.

**3. TERM OF AGREEMENT**

- 3.1 This Agreement shall be effective from July 1, 2007 to June 30, 2011, both dates inclusive.
- 3.2 After the expiry date of this Agreement and until a new Agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised Agreement in making any matter retroactive in such revised Agreement.
- 3.3 Notwithstanding the above, it is agreed that the Employees may strike and the Employer may lockout after this Agreement's expiry date. Either party must give written notice of their intent to strike or lockout, according to the provisions of the Labour Relations Code.
- 3.4 The operation of subsections (2) and (3) of Section 50 of the Labour Relations Code is hereby excluded from and shall not be applicable to this Agreement.

#### 4. UNION SECURITY

4.1 The Employer shall hire, to perform work referred to in Article 5, only persons who are, at the time of hiring, members in good standing of the Union or who are approved by the Union, and shall hire for each particular job that person supplied by the Union but subject always to Articles 6 and 15 hereof and the following exceptions:

- (a) If circumstances arise during the course of the setting up or running of a production which could not be foreseen until that time and which make it necessary for the function of an Employee to be performed by any person employed by the Employer whether such person is a member in good standing of the Union or not, the Employer may employ such person to perform such function so long as those unforeseen circumstances require;
- (b) Nothing herein shall restrict a person hired for a particular job from assisting any other Employee working in another Department as described in Article 4.1(a) provided that such assistance is temporary and does not affect the ability of that Employee to properly perform the duties for which the Employee was hired; as determined mutually by the Employer, the Stage Carpenter, and the Union's designated representative. Any decrease or reduction in the size of a crew required by a lack of work shall be accomplished by the dismissal of that person or those persons designated by the Union provided that the Employer shall have the same right to request specific Employees and the Union shall have the same obligation to provide full disclosure as described in Article 8.

#### 5. JURISDICTION OF **WORK**

5.1 The exclusive jurisdiction of the Employees covered by this Agreement shall include all work of a kind and nature usually performed by stage hands such as handling, erecting, dismantling, transporting, preparing, maintaining and operating sets, scenery, properties, sound equipment, lights and lighting equipment, and stage equipment and machinery of all kinds and description, as well as the unpacking, packing, cleaning, pressing, dressing, maintaining and quick changing of theatrical costumes, as required, and all activities incidental thereto, in connection with:

- (a) Any and all entertainments, rehearsals, performances and displays on any stage in the theatre complex;
- (b) Any and all entertainments, full technical rehearsals, performances and displays performed in any room in the theatre by a company of or engaged by the Employer;
- (c) Any and all entertainments, technical rehearsals, performances and displays in any room for which an admission is charged;

- (d) All work of a nature or kind usually performed by stage hands in the theatre that is required in connection with television productions, closed circuit television, teleprompters, film projectors, filming and filming production work for both theatrical and television presentation which are produced or executed anywhere within such theatre in or on its grounds.
  - (e) For the purposes of this Agreement, the term theatre shall include the Queen Elizabeth Theatre complex or any other theatre which is the site of the main productions of the Employer and any other place of business in respect of which the Union becomes certified under the Labour Relations Code during the term hereof.
- 5.2
- (a) When the Employer intends to record a show for a broadcast or taping in any medium, said Employer or their agent shall negotiate crewing with the Union's Representative at least one week prior to the scheduled date.
  - (b) If the Employer requires a recording of a production, or portion thereof, in any medium said recording shall be done by the crew on that call; provided, however, such recording does not restrict said crew from performing those functions required by the stage production.

## 6. CONTRACT FOR RUN

- 6.1 Employees shall be contracted for the set-up, run and strike of the production for which they are employed and Employees shall be employed in the categories of work for which they were called. Employees shall not be dismissed, except for just cause, as provided under Article 19, and shall not be assigned to other categories of work except that the Employer may:
- (a) Where the work available requires, 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 practice and precedent in the industry as determined by mutual agreement between the Employer and the Union in consultation with the Technical Director of the Theatre, or the Employer signatory to this Agreement and the Union;
  - (b) Assign Employees to other categories of work by mutual agreement between the Employer and the Union;
  - (c) Assign Employees to other categories of work to provide temporary assistance within a Department or in other Departments provided that such temporary assistance does not affect the ability of that Employee to properly perform duties for which the Employee was hired, to the mutual agreement of the Employer, the Stage Carpenter, and the Union's designated representative.

- (d) In the event of a "hold-over", the Employer shall notify the Union not less than fourteen **(14)** calendar days prior to the original closing date of the production.

## 7. REMUNERATION

7.1 The rates of remuneration set out in Schedule "A" to this Agreement shall apply during the term hereof.

7.2 Where, on any call, an Employee is required or requested to be available to perform work in, or in fact performs work in, a work classification for which a higher remuneration is provided for hereunder (other than an assignment to provide temporary assistance), then the Employee shall be paid that higher rate of remuneration for the entire call. Decisions made with respect to the preceding statement shall be in consultation with the Business Agent and the representative of the Employer.

7.3 On any run of a production, when a Spotlight Operator, Department Head or Assistant is engaged, these persons shall be paid the applicable rate for that category for the entire set-up, run and strike of the production.

## 8. TIME OF CALL

8.1 Subject to this Article 8 and Article 9, time of call shall be at the discretion of the Employer. A call shall be made in the following manner:

- (a) As soon as possible, but not less than forty-eight **(48)** hours prior to the first call of the set-up, the Employer shall advise the Business Agent of the Union of:

- (i) the time of call;

- (ii) the number of persons required specifying the category of work for each person;

- (iii) if the Employer wishes specific persons, a list of members of the Union that it wishes to employ including a reasonable number of alternates;

- (b) The Business Agent shall report to the Employer as soon as reasonably possible on whether members of the Union in good standing are available (in which case the Employer may again specify a list with alternates), and shall endeavour to accommodate the Employer's request under (a) (iii) hereof except that nothing herein shall require the Business Agent or the Union to supply the specific person or persons requested. The Union, however, shall be required (upon receiving a written request from the Employer) to provide full disclosure of all information as to why a particular person or persons cannot be provided.



- (c) Where a call is in respect of work to be carried out during or prior to a performance by Employees working the performance, such calls shall commence at least thirty (30) minutes prior to commencement of the performance.
- (d) Where an Employee is called to work the opening performance and where said performance requires a set-up before the performance, the Employee shall be called no less than one (1) hour before house opening. Should the set-up time be greater than one (1) hour before house opening then this Article 8.1(d) shall not apply.

## 9. CANCELLATION OF CALL

- 9.1 The Employer shall cancel a call by notifying the Business Agent of cancellation prior to sixteen (16) hours before the time of call. In the event such notice is not given to the Business Agent prior to that time, then, unless the Union consents to such cancellation, the Employer shall pay to the Employees designated by the Business Agent to fill the call an amount equal to that remuneration which the Employees would have earned through four (4) hours of work at normal time in their respective work categories. If the time of a call is extended without prior notice of sixteen (16) hours before the original time of call and if the call is subsequently cancelled, then this Article 9 shall be applied with reference to the original time of call.
- 9.2 When a residency in the theatre is longer than one day then this Article shall apply only to the first day of the residency. All subsequent calls shall be set at the completion of the current call.

## 10. HOURS OF WORK

- 10.1 The normal work week shall consist of forty (40) hours, based on an eight hour day and a six (6) day week. However, owing to the nature of theatrical operation, hours of work shall not be fixed with respect to time of day or day of week, but shall be as prescribed by the Employer on reasonable notice subject to the overtime provisions herein.
- 10.2 For the purpose of computing pay for normal time and overtime:
  - (a) The end of each day is midnight and the end of each week is Saturday midnight, except where an Employee works a continuous period of time which starts before midnight and ends after midnight in which case the end of the day shall be the end of that continuous period of work.
  - (b) A break in a work period of less than eight and one half (8.5) hours duration shall not constitute the ending of a work day.
  - (c) Time shall be calculated by the half-hour so that an Employee shall be paid for a full half-hour period if any portion of a half-hour period is worked.

- (d) If an Employee, at the call of the Employer, completes a period of duty in any day and is recalled to duty by the Employer on the same day after a break of two (2) hours or greater 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 one (1) hour travel time at the applicable daily rate.

If an Employee is released prior to the completion of a minimum call (as defined in Article 15) and is recalled for a further period of duty after a break of two (2) hours or greater has elapsed, that Employee is eligible for one (1) hour travel time at the applicable daily rate less that amount of time that remained in the call from which the Employee was released and/or the call to which the Employee returns.

## 11. OVERTIME

11.1 All overtime referred to in this Article 11.1 shall be paid for at time and one-half the straight time rate of pay. Overtime under this Article 11.1 consists of each of the following separate categories of work and arises when work falls within any of the following categories which are mutually exclusive:

- (a) Time worked in excess of eight (8) hours in any day;
- (b) Time worked in excess of forty (40) hours straight time in any week;
- (c) Time worked during a Public Holiday or day in lieu shall be considered as "straight time" for the purposes of calculating 11.1(b) above.

11.2 All overtime referred to in this Article 11.2 shall be paid for at double the straight time rate of pay. Overtime under this Article 11.2 consists of each of the following separate categories of work and arises when work falls within any of the following categories which are mutually exclusive:

- (a) All time worked between midnight and 8:00 a.m. regardless of time of call;
- (b) All time worked in excess of eleven (11) hours in any one day or shift;
- (c) All time worked on ~~Sunday~~ <sup>Friday</sup>;
- (d) Where a call requires work to commence between midnight and before 6:00 a.m., all time worked that day.

11.3 (a) All time worked on a Public Holiday shall be paid for at double the straight time rate of pay excepting when a Public Holiday falls on a Sunday.

- (b) When a Public Holiday falls on a Sunday the next day shall be deemed a Public Holiday for the purpose of Article 11.3(a).
- (c) The following shall be Public Holidays for the purposes of this Agreement:
  - i) New Year's Day
  - ii) Good Friday
  - iii) Easter Monday
  - iv) the day proclaimed for celebration of the Queen's birthday
  - v) Canada Day (Dominion Day)
  - vi) B.C. Day
  - vii) Labour Day
  - viii) Thanksgiving Day
  - ix) Remembrance Day
  - x) Christmas Day
  - xi) Boxing Day
  - xii) Any other day proclaimed by Federal or Provincial authority as a public holiday in the area in which the place of employment is located.

11.4 The Employer has the right to change Article 11.2(c) to a day of the week other than Sunday by giving the Union one year written notice.

## 12. VACATION PAY

12.1 The Employer shall pay to each Employee, in addition to the remuneration required under this Agreement, vacation pay equal to eight percent (8%) of their straight time rate for that classification for all hours worked. Such additional payment shall be considered wages for the purposes of Article 17 "Payment of Wages".

## 13. MEAL BREAKS

13.1 Either of the following shall be defined as constituting a "meal break":

- (a) one unbroken, unpaid hour, within which the Employee can eat their meal;
- (b) one unbroken, paid half-hour, within which an Employee can eat their meal. The rate of pay shall be that which is applicable to the beginning of the half-hour meal period.

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

13.3 The Employer shall not call an unpaid meal break for the crews:

- (a) Less than two (**2**) hours from the beginning of a call, or

(b) Less than four (4) hours from the previous unpaid meal break.

13.4 No meal break shall be set so as to result in an Employee who is working the performance, returning from such meal break at a time less than thirty (30) minutes prior to commencement of the performance.

#### 14. MEAL PREMIUM

14.1 Employees shall be allowed one meal break immediately following every four (4) hour period of duty; provided, however, that if any Employee is required to remain on duty after such four (4) hour period, the Employee shall be paid at one and one-half times the rate applicable at the beginning of the fifth hour until relieved for a meal break.

14.2 If one call of the workday can be completed in five (5) continuous hours or less from the commencement of the call or from the end of the previous meal break, then Article 14.1 shall not apply. If the call extends beyond five (5) hours, the Employees shall be paid at one and one-half (1 - 1/2) times the rate applicable at the beginning of the sixth hour. In the event that a meal break falls due during a performance and the time of call has been set no earlier than thirty (30) minutes prior to the commencement of the performance, the meal break shall be postponed without premium to the completion of that performance.

#### 15. MINIMUM CALL

15.1 When an Employee is called to work, the Employee shall be paid not less than four (4) continuous hours at the applicable rate of pay.

15.2 When an Employee is called to work for a period which does not exceed four (4) hours and the period commences after midnight and before 6:00 a.m. then the entire minimum call period shall be overtime.

15.3 When an Employee is required to return to work after an unpaid meal break, the Employee shall be paid not less than two (2) continuous hours at the applicable rate of pay, except in the case of a strike after a performance at which time an Employee shall be paid not less than three (3) hours at the applicable rate of pay.

15.4 When an Employee is required to return to work after a break of greater than one (1) hour, it shall be considered as an additional minimum call as provided in Article 15.1.

#### 16. SAFETY

16.1 The Employees will not be required to work under unsafe conditions and shall not be required to work in any unsafe location without adequate safety equipment.

16.2 Safety procedures will be followed and safety equipment provided by the Employer will be used by the Employees.

## 17. PAYMENT OF WAGES

- 17.1 Non-payment of wages when due and non-payment of monies due to the Employees and the Union shall constitute a breach of this Agreement, and the Union shall not be held liable for work stoppage. All wages are due and payable within eight (8) calendar days after the work having been performed or eight (8) calendar days after the end of a work week as defined in Article 10.2(a) above or on demand as specified by the Union. It shall be a condition of work under this Contract that the Employer will make the required Income Tax, Canada Pension Plan, Employment Insurance and Workers' Compensation deductions as required under the Provincial and Federal Statutes. The Employer shall be required as a further condition to submit to the Union's designated Trust Fund those payments as listed in Article 18 - "Health and Welfare Plan" upon the written assignment of the Union that such Trust Fund exists. Union dues, check-offs, and other monies owed to the Union shall be paid to the Financial Secretary of the Union by the 15th day of each month for the previous month.
- 17.2 Upon receipt of a statutory form of assignment duly completed, the Employer shall deduct from the wages of each Employee such Union dues assessment as may be prescribed by the Union and authorized by such assignment from time to time and shall remit at least once a month the amount deducted to the Union in the name of the Employee. The Employer also will make such other deductions and payments prescribed by law, including the Income Tax Act, Canada Pension Plan Act, Employment Insurance Act and the Workers' Compensation Act. The Employer shall deliver to the Union at least once a month a written statement containing the names of the Employees for whom the deductions were made and the amount of each deduction made under this Article in respect of the preceding month.

## 18. HEALTH AND WELFARE PLAN

- 18.1 The Employer will pay into a designated Trust Fund 6.5% of the straight time grip rate coupled with the Vacation Pay for that rate as per Schedule "A" for every hour worked for every Employee under this Contract. Effective July 1, 2008, the Employer will pay into a designated Trust Fund 7.0% of the straight time grip rate coupled with the Vacation Pay for that rate as per Schedule "A" for every hour worked for every Employee under this Contract. Effective July 1, 2009, the Employer will pay into a designated Trust Fund 7.5% of the straight time grip rate coupled with the Vacation Pay for that rate as per Schedule "A" for every hour worked for every Employee under this Contract. Effective July 1, 2010, the Employer will pay into a designated Trust Fund 8.0% of the straight time grip rate coupled with the Vacation Pay for that rate as per Schedule "A" for every hour worked for every Employee under this Contract.
- 18.2 The employer will deduct for every Local 118 member 5% of wages and remit same to the I.A.T.S.E. Local 118 Health and Welfare Plan. These amounts will be submitted on an individual basis on the appropriate form supplied by the Health and Welfare Plan, and upon submission the Employer's responsibility

ceases. These amounts will be deposited to the credit of the individual Employees' account at the VanCity Credit Union.

18.3 The Employer will contribute and remit to the I.A.T.S.E. Local 118 Health and Welfare Plan, 5% of wages for every Local 118 member. These amounts will be submitted on an individual basis on the appropriate form supplied by the Health and Welfare Plan, and upon submission the Employer's responsibility ceases. These amounts will be deposited to the credit of the individual Employees' account at the VanCity Credit Union.

18.4 The Union agrees to supply the Employer with an up to date list of all card holders of Local 118 upon signing of this agreement and to update the list to reflect changes in the Union's membership.

## 19. REMOVAL OF EMPLOYEE

19.1 The Employer shall have the right to refuse to hire or dismiss from a position any person supplied by the Union or any Employee, **as** the case may be for which the Employer has just cause. If after refusal to hire a person or dismissal of any Employee, the Employer cannot show just cause, then the Employer shall recompense that person or Employee for wages lost **as** a result of this refusal to hire *or* dismissal. "Just cause" in this Agreement shall include, but shall not be limited to:

- (a) Breach of any reasonable regulations from time to time made by the Employer governing the duties and functions of the Employees necessary for the conduct and management of the Employer's business insofar as such rules and regulations do not conflict with the terms of this Agreement;
- (b) Insubordination or failure to obey the proper instructions of superiors including, but not limited to, the Stage Manager, Director *or* Designer;
- (c) The fact that the Union is unable to demonstrate that a person is experienced or trained for the particular duties assigned to perform or is performing, and
- (d) Unsatisfactory performance of duties.

19.2 Any Employee dismissed pursuant to this Article shall not be an available member in good standing of the Union for the purposes of Article 4 of this Agreement. It is understood that this Article may be waived by mutual agreement between the Employer and the Union.

19.3 Any Employee dismissed wrongfully pursuant to Article 19 will be eligible for payment of all lost wages except for those hours worked for other Employers, or for time the Employee was not available for work to the local while under investigation.

## 20. GRIEVANCE PROCEDURE

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

- (a) Any such difference shall in the first instance be discussed between the Steward and the Stage Manager or other person authorized by the Employer;
- (b) If no settlement is reached, the Steward and the Stage Manager or other such person shall report to the Business Agent of the Union and the senior employed management official of the Employer respectively and they shall meet as soon as possible and if no settlement is reached between them within five (5) days, they shall refer the difference to a single arbitrator to be selected by them whose decision shall be final and binding on all persons bound by this Agreement. If the Business Agent and senior employed management official of the Employer cannot agree on a single arbitrator within five (5) days, either party may request the Minister of Labour to appoint such a single arbitrator. The costs of and incidental to the settlement of any difference shall be borne equally by the Union and the Employer.

## 21. LOCKOUT AND STRIKES

21.1 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 Employees.

21.2 It is understood and agreed that refusal to cross a legal picket line shall not constitute a breach of this Agreement.

## 22. MANAGEMENT RIGHTS

22.1 All matters relating to conditions and the work of Employees not inconsistent with or specifically dealt with by this Agreement or not otherwise regulated by law are understood to be within the prerogatives and rights of management, provided, however, that the Employer will not alter significantly the conditions or the **work** of Employees without prior notice to and bona fide consultation with the Union through the President and the Business Agent or either of them.

## 23. EXISTING TERMS AND CONDITIONS

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

24. UNION RIGHT OF ENTRY

- 24.1 (a) An authorized representative or representatives of the Union shall be permitted by the Employer, upon prior notification, to enter and inspect, free of any interference, Employee work areas when such entrance or inspection is required, in the Union's opinion, in connection with any investigations or matters pertaining in any way to this Agreement, but such representatives shall not interrupt or interfere with any work in progress.
- (b) The Steward designated to represent the Employees on the production shall be permitted to perform Union business provided such business pertains to the current production, without loss of pay. The Steward shall advise the Employer's representative prior to leaving their duties.

25. COST OF LIVING ADJUSTMENTS

25.1 The Employer agrees that should the average Consumer Price Index for Vancouver, as published by Statistics Canada, indicate a higher than 3.7% rise in cost of living for the contract period July 2007 to June 30, 2008 the Schedule "A" wage scale will be increased according to section (a) which follows:

- (a) For any percent to the nearest tenth that the Consumer Price Index exceeds 3.7% of the July 2007 C.P.I., Schedule "A" rates will be increased by that % point on a month to month basis;
- (b) Should an increase be granted on the above basis and the Consumer Price Index subsequently drops before June 30, 2008, the basic wage will be decreased by the same amount but not below the established Schedule "A" rate for the contract period July 2007 to June 30, 2008. Any such increase or decrease will become part of the established schedule "A" rates in Schedule "A".

25.2 The Employer agrees that should the average Consumer Price Index for Vancouver, as published by Statistics Canada, indicate a higher than 4.0% rise in cost of living for the contract period **July** 2008 to June 30, 2009 the Schedule "A" wage scale will be increased according to section (a) which follows:

- (a) For any percent to the nearest tenth that the Consumer Price Index exceeds 4.0% of the July 2008 C.P.I., Schedule "A" rates will be increased by that % point on a month to month basis;
- (b) Should an increase be granted on the above basis and the Consumer Price Index subsequently drops before June 30, 2009, the basic wage will be decreased by the same amount but not below the established Schedule "A" rate for the contract period July 2008 to June 30, 2009. Any such increase or decrease will become part of the established schedule "A" rates in Schedule "A".



25.3 The Employer agrees that should the average Consumer Price Index for Vancouver, as published by Statistics Canada, indicate a higher than 4.0% rise in cost of living for the contract period July 2009 to June 30, 2010 the Schedule "A" wage scale will be increased according to section (a) which follows:

- (a) For any percent to the nearest tenth that the Consumer Price Index exceeds 4.0% of the July 2009 C.P.I., Schedule "A" rates will be increased by that % point on a month to month basis;
- (b) Should an increase be granted on the above basis and the Consumer Price Index subsequently drops before June 30, 2010, the basic wage will be decreased by the same amount but not below the established Schedule "A" rate for the contract period July 2009 to June 30, 2010. Any such increase or decrease will become part of the established schedule "A" rates in Schedule "A".

25.4 The Employer agrees that should the average Consumer Price Index for Vancouver, as published by Statistics Canada, indicate a higher than 4.0% rise in cost of living for the contract period July 2010 to June 30, 2011 the Schedule "A" wage scale will be increased according to section (a) which follows:

- (a) For any percent to the nearest tenth that the Consumer Price Index exceeds 4.0% of the July 2010 C.P.I., Schedule "A" rates will be increased by that % point on a month to month basis;
- (b) Should an increase be granted on the above basis and the Consumer Price Index subsequently drops before June 30, 2011, the basic wage will be decreased by the same amount but not below the established Schedule "A" rate for the contract period July 2010 to June 30, 2011. Any such increase or decrease will become part of the established schedule "A" rates in Schedule "A".

## 26. SPECIAL CONDITIONS

### 26.1 Sound Assistant

A sound operator will be designated as a sound assistant if two or more mixing consoles are used on a production, i.e., main mix and monitor mixing boards.

### 26.2 Minimum Crews

- (a) For the purposes of this Agreement productions shall be grouped into four **(4)** categories:
  - Class A: No sound and minimal lighting; no props or scenery; minimum house crew, two (2) - Head Carpenter and Head Electrician.
  - Class B: Straight Truck (20 ft. or greater), no hanging pieces; minimum crew, six **(6)**- four department heads plus two.

Class C: One Semi-Trailer, single truss supported by ground hoists, no hanging pieces; minimum crew, eight **(8)** - four department heads plus four.

Class D: One Semi-Trailer, two trusses supported by ground hoists, no hanging pieces; minimum crew, ten (10) - four department heads plus six.

- (b) Where scenery, drapes, lights and/or sound equipment are hung, add Head Fly Operator or High Rigger, and Fly Grip (to load counterweights) or Ground Rigger, where applicable.
- (c) These minimums shall not include Car/Truckloaders.

- 26.3
- (a) A minimum of four **(4)** Car/Truckloaders (in addition to the minimums of Article **26.2**) will be hired where one semi-trailer or more is to be unloaded or loaded. Two straight trucks of 20 foot box length or greater will be considered the equivalent of one semi-trailer.
  - (b) Where only one semi-trailer or equivalent is unloaded or loaded, Car/Truckloaders will, if requested, assist with stage work after unloading is completed during the set-up, and prior to loading during the strike. Decisions as to the commencement of loading during the strike will be made by the Employer.
  - (c) Where there is only one heavily stacked straight truck to be loaded or unloaded, crew on the set-up or strike will be reclassified as Car/Truckloaders for a minimum period of four **(4)** hours. In this case, those crew members reclassified as Car/Truckloaders shall continue to work on stage after unloading is completed or before loading commences.

26.4 Assistant Fly operator - the Employer agrees to this classification only under the following conditions which must be taken in their entirety:

- (a) A fly operator may be designated as a fly assistant if **3** or more fly operators shall be employed, and
- (b) Such designation shall be approved by the Technical Director or the Employer's designated representative after consultation with the Steward and/or Business Agent and shall not be unreasonably withheld if justification warrants such hiring. It shall be understood that a common sense and practical attitude shall prevail from both sides.
- (c) In the case of a travelling show which employs a fly operator then there will not be any need for a fly assistant, provided the road fly operator is available to work on the fly floor.

## 26.5 Wardrobe

- (a) All Wardrobe personnel will be prepared to supply their own basic hand-sewing supplies. Hiring of Wardrobe personnel will not depend on the person's ability to supply equipment such as irons, ironing boards or sewing machines.
- (b) Wardrobe personnel shall not be held responsible for the safe-keeping of valuables or other personal belongings of performers.

## 26.6 Travel Expenses

Should Employees be required to travel outside the following Municipalities: Vancouver, Burnaby, New Westminster, North Vancouver, West Vancouver, or Richmond, the following conditions shall apply:

- (a) Accommodation expenses shall be paid by the Employer. Accommodation shall be the same as that provided to others, i.e. Musicians.
- (b) Should an Employee be requested and is agreeable to use a personal vehicle for the Employer's business; the Employee shall be compensated at the rate of thirty three (33) cents per travelled kilometre. Personal vehicle use shall be in accordance with current insurance requirements. It shall not be a condition of employment that an Employee provide a vehicle.
- (c) Meal expenses shall be paid by the Employer. Such expenses shall be reimbursed as follows: Breakfast \$8.00, Lunch \$12.00, Supper \$18.00, and miscellaneous \$ 10.00.
- (d) Additional legitimate expenses shall be reimbursed upon presentation of a receipt.

26.7 If requested by the Employer, the Employee agrees to provide their own tools for every call for which such tools are requested. These tools shall include 1 hammer, 1 screw driver with Robertson #7 and #8, Phillips #2 and slot bits, 1 adjustable crescent wrench and 1 pair of pliers.

## 26.8 Hair, Wigs, & Make-Up

All Hair Wigs & Make-up personnel will be prepared to supply their own basic supplies. Basic supplies shall be defined by mutual agreement between the Union and the Employer.

## 26.9 Special Operators

A special operator will be designated when an employee is required to hold specific licences or possess specific **skills** to perform their duties which shall be defined by mutual agreement between the Union and the Employer.

## 27. **SEXUAL HARASSMENT**

27.1 It is the Employer's obligation to provide a harassment free workplace. The Union and the Employer recognize the right of all employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the work place.

27.2 Sexual harassment shall be defined as:  
An incident involving unwelcome sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature:

- (a) when such conduct might reasonably be expected to cause insecurity discomfort, offense, or humiliation to another person or group persons; or
- (b) when the submission to such conduct is made implicitly or explicitly condition of work; or
- (c) when submission to such conduct is accompanied by a reward or the express implied promise of a reward for compliance; or
- (d) when rejection of such conduct is accompanied by reprisal or an express implied threat of reprisal for refusal to comply; or
- (e) when such conduct has the effect of interfering with a person's work or performance by creating a hostile or offensive environment.

27.3 Types of behaviour which constitutes sexual harassment include but are not limited to:

- (a) unwelcome remarks, jokes, innuendo, or taunts about a person's body, clothing or sex told or carried out after the individual has been advised that their actions are offensive or embarrassing or that they are by their nature clearly embarrassing or offensive.
- (b) insulting gestures of a sexual nature which cause discomfort, awkwardness, or embarrassment.
- (c) displaying pornographic pictures or other sexually offensive materials.
- (d) degrading remarks directed at members of one sex or sexual orientation.
- (e) obscene comments.
- (f) persistent unwelcome physical contact after the termination of a consensual relationship.
- (g) demands for sexual favours.

- (h) unnecessary physical contact such as touching, petting, stroking, and pinching.
- (i) unwelcome and inappropriate inquiries about a person's sex life.
- (j) sexual assault.

27.4 Should an employee feel there has been a breach of this article, then the employee shall inform the;

shop steward on the call who shall inform the Employer:

OR

The Employer representative, who at the discretion of the Employee may inform the Business Representative of the Union.

27.5 **All** complaints regarding this article shall be investigated in as discreet and confidential a manner as possible by the Employer's representative and, if desired by the Employee, by the Business Representative of the Union.

27.6 Appropriate disciplinary action shall be governed by the severity of the complaint. It is the intent to utilize, where appropriate, progressive discipline.

Progressive discipline shall mean:

- (a) warning (verbal)
- (b) written warning
- (c) suspension
- (d) termination

27.7 A complaint to the attention of the Employer or the Business Representative of the Union regarding this article will in no way prejudice the Employee's future employment.

## 28. SCHEDULES

28.1 It is agreed between the Employer and the Union that all Schedules annexed hereto are an integral part of this Agreement.

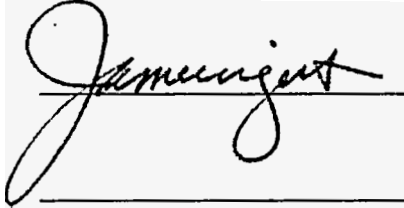
## 29. SAVINGS CLAUSE

29.1 If any portion of this Agreement shall by Provincial, Federal or other law, or by decision of any court be declared or held illegal, void or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect.

30. SIGNATORES

IN WITNESS **WHEREOF** the Parties hereto have affixed their hands through their respective officers on this \_\_\_\_ day of \_\_\_\_\_2008.

For the Employer



A handwritten signature in black ink on a light gray background, with a horizontal line underneath.

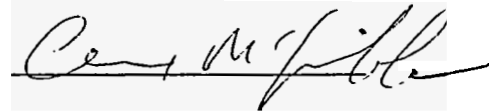
\_\_\_\_\_

\_\_\_\_\_

For the Union



A handwritten signature in black ink on a light gray background, with a horizontal line underneath.



A second handwritten signature in black ink on a light gray background, with a horizontal line underneath.

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE "A"**

Effective Date	July 1 2007	July 1 2008	July 1 2009	July 1 2010
1. Stage Carpenter	31.04	32.29	33.58	34.92
2. Head Electrician	29.39	30.56	31.78	33.05
Head Fly Operator	29.39	30.56	31.78	33.05
Head Properties	29.39	30.56	31.78	33.05
Head Sound	29.39	30.56	31.78	33.05
Head Wardrobe	29.39	30.56	31.78	33.05
Head Hair & Wigs	29.39	30.56	31.78	33.05
Head Make-up	29.39	30.56	31.78	33.05
Projectionist (Video/Film)	29.39	30.56	31.78	33.05
Camera Operator	29.39	30.56	31.78	33.05
3. Spot Operator	27.79	28.90	30.06	31.26
Special Operator	27.79	28.90	30.06	31.26
4. Assistant Carpenter	27.36	28.45	29.59	30.77
Assistant Electrician	27.36	28.45	29.59	30.77
Assistant Fly operator	27.36	28.45	29.59	30.77
Assistant Properties	27.36	28.45	29.59	30.77
Assistant Sound	27.36	28.45	29.59	30.77
Ground Rigger	27.36	28.45	29.59	30.77
Supervisory Hair & Wigs Assistants	27.36	28.45	29.59	30.77
Supervisory Make-up Assistants	27.36	28.45	29.59	30.77
Preset Operator	27.36	28.45	29.59	30.77
5. Grips	25.88	26.92	28.00	29.12
Dresser	25.88	26.92	28.00	29.12
Hair & Wigs Attendants	25.88	26.92	28.00	29.12
Make-up Attendants	25.88	26.92	28.00	29.12
6. Loader (Car/Truck)	31.04	32.29	33.58	34.92
7. High Rigger	40.42	42.03	43.72	45.46

Grip rate shall apply to Employees in the following classifications: Carpenter Grip, Fly Operator Grip, Electrical Grip, Sound Grip, Property Grip and Video Grip.

## INDEX

ITEM	ARTICLE	PAGE
Arbitration	20	15
Assistants	7.3,26.1,26.4	8,17,18
Call	8.1(a)	8
Cancellation of Call	9	9
Car & Truck Loaders	26.3	18
Commencement of Call	8.1(c),(d)	8
Consultation Committee	1.2	5
Contract for Run	6	7
Cost of Living Adjustment	25	16
CPP Premium Payment	17	13
Crew size	6.1(a)	7
Discipline	19	14
Dismissal	19	14
EI Premium Payment	17	13
Employee categories	Preamble B	4
Employee definitions	Preamble B	4
Employer definition	Preamble A	3
Existing Terms and Conditions	23	15
Expenses	26.6	19
General Purpose	1.1	5
Grievance Procedure	20	15
Health & Welfare	18	13
Hiring	4	6
Holdover	6.1(d)	8
Hours of Work	10	9
Jurisdiction of Work	5	6
Lockout	3.3,21	5,15
Management Rights	22	15
Meal Breaks	13	11
Meal Postponement	14	12
Meal Premium	14	12
Minimum call	15	12
Minimum crew	26.2	17
Name request	8	8
Overtime	11	10
Payment of Wages	17	13
Picketing	21	15
Recording	5.2	6
Refusal to Hire	19	14
Removal of Employee	19	14
Remuneration	7	8
Retirement Savings	18.2, 18.3	13
Safety	16	12
Savings Clause	29	21



Schedules	28	21
Schedule 'A'		23
Sexual Harassment	27	20
Signatories	30	22
Special Conditions	26	17
Statutory Holidays	11.3	10
Steward	24.1(b)	16
Strikes	3.3,21	5,15
Term of Agreement	3	5
Time of Call	8	8
Tools	26.5,26.7,26.8	19
Travel Time Entitlement	10.2(d)	10
Travel Expenses	26.6	19
Union Definition	Preamble B	4
Union Recognition	2	5
Union Right of Entry	24	16
Union Security	4	6
Vacation <b>Pay</b>	12	11
Wages	Sched."A"	23
Wardrobe	26.5	19
WCB Premium Payment	17	13
Work Assignment	6	7
Work Description	5	6
Work day	10	9
Work week	10	9

**LETTER OF AGREEMENT #1**  
**Hair, Wigs & Make-up Department**

It is agreed that the following terms shall apply until June 30, 2011.

1. Due to the flexibility required by both the nature of the work done by the Hair, Wigs & Make-up Department and the needs of the employees employed to do such work, Clause 13 (Meal Breaks), 14 (Meal Premiums and 15 (Minimum Call) may be waived at the sole discretion of an employee, and penalties in such case will not apply to the employee.
2. Time sheets shall be submitted by employees directly to the employer, copies of which shall be provided by the employer to the Shop Steward.
3. Because of unique demands of this department and delicate interaction with singers required by employees of this department, calling policy will continue as in past practice.
4. When the employer requires employees in the Hair, Wig & Make-up Department, the employer shall hire from the following names:

**Hair and Wigs**

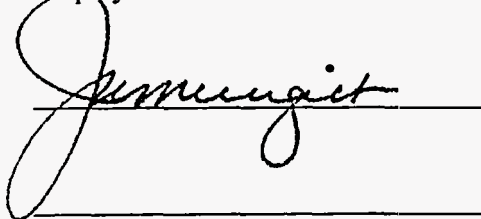
Stacey Butterworth  
Elke Englicht

**Make-up**

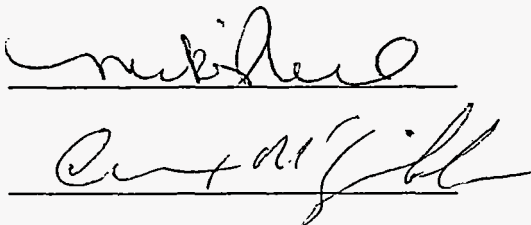
Nell Volrich  
Carmen Garcia  
Brenda Hodge

5. When further employees are required, the employer shall, keeping in mind the unique demands of the department, hire qualified members of the Union in preference to non-members.

Employer

  
\_\_\_\_\_

Union

  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF AGREEMENT #2**

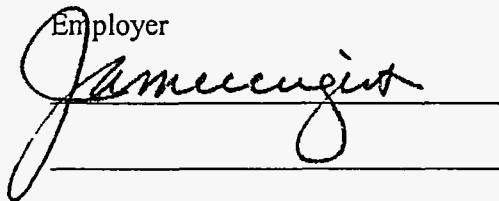
Vancouver Opera-supplied lighting board operation

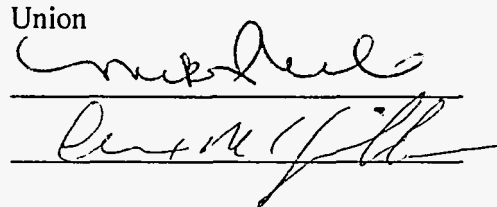
Where as it is the Vancouver Opera's intent that, until such time as the QET is able to ensure Vancouver Opera of the reliability of the current QET AVAB lighting board, a rental lighting board shall be used for each production.

It is agreed that when the employer uses specialized lighting equipment for which the Union cannot provide a qualified operator then the employer may employ a qualified operator of their choice.

It is agreed that when the employer chooses to use a lighting console other than that provided by the Civic Theatre and the House Head Electrician is unable or unwilling to program and/or operate said board. In such cases,

- 1) the employer shall as soon as possible, but not less than fifteen days prior to the time of call notify the Business Agent of the Union with the intended make and model of the console to be used, and
- 2) the Assistant Electrician shall be paid at the Head Electrician rate of pay for the entire call, and
- 3) the House Head Electrician will perform the duties normally performed by the Assistant Electrician.

Employer  
  
\_\_\_\_\_

Union  
  
\_\_\_\_\_  
\_\_\_\_\_

## SUMMARY OF LETTERS OF UNDERSTANDING

January 26, 1996

Letter of Understanding from Robert Hallam, General Director VOA to Ian Schierbeck, Business Manager I.A.T.S.E. Local 118

Re: Jurisdiction

Vancouver Opera agrees that when a full production originally presented in any of the Civic Theatres or any other theatre which is the site of the main productions of the employer is moved to a second theatre, whether a Civic Theatre or not, Article 5 (Jurisdiction of **Work**) of the Collective Agreement shall apply at that second theatre.

---

Jan.26,1997

Letter from Debra Harrison, Director of Production VOA to Ian Schierbeck, Business Manager I.A.T.S.E. Local 118

Please be advised that Vancouver Opera will as outlined and allowed for in Schedule "B" of the Collective Agreement change Article 11.2 (c) of the Collective Agreement to read:

"Time worked on Fridays."

---

Original documents are on file with the respective parties.