

# COLLECTIVE AGREEMENT

BETWEEN

**THE VANCOUVER PLAYHOUSE THEATRE CENTRE OF BRITISH COLUMBIA**  
(the Employer)

AND:

**THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING  
PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES,  
ITS TERRITORIES AND CANADA, LOCAL #118**  
(the Union)

RECEIVED  
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## SHOP

July 1, 2007 – June 30, 2008

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**THE VANCOUVER PLAYHOUSE THEATRE CENTRE OF BRITISH COLUMBIA**  
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PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES,  
ITS TERRITORIES AND CANADA, LOCAL #118**  
(the Union)

The Employer is an Employer within the meaning of the Labour Relations Code of British Columbia.

This Agreement shall constitute the wages and working conditions for the Employees of the Employer who build, assemble, fabricate, alter, renew, fit out rigging for, or generally prepare for presentation, scenic elements, props, and electric for use in theatrical presentations, film production work, television presentations, displays, ice shows, and all other projects that the Employer may undertake.

**ARTICLE 1 GENERAL PURPOSE**

1.01 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 for the prompt and equitable disposition of grievances for all Employees who are subject to the provisions of this Agreement.

**ARTICLE 2 UNION RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all Employees performing work as outlined in this Agreement.
- 2.02 Both parties agree that personnel not included in the bargaining unit shall not regularly perform any of the duties, operate any of the equipment, or use any of the tools normally associated with any of the classifications covered by this Agreement.
- 2.03 Nothing herein shall restrict a person hired for a particular job from assisting any other Employee working in another department provided that such assistance is temporary and does not affect the ability of that Employee to properly perform the duties for which they were hired.

**ARTICLE 3 TERM OF AGREEMENT**

3.01 This Agreement shall be for a term of one (1) year commencing July 1, 2007 until June 30, 2008 inclusive. This Agreement shall remain in full force and effect from year to year following the expiration of this term unless either party, within four (4) months immediately

preceding the date of expiry, or subsequent anniversary date, gives the other party notice to commence bargaining a renewal Collective Agreement. The parties agree to exchange particulars of any changes or amendments desired in a renewal Agreement.

- 3.02 It is understood and agreed between the Employer and the Union that the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code of British Columbia is hereby excluded from and not applicable to this Agreement.

#### **ARTICLE 4 UNION SHOP**

- 4.01 As a condition of employment, every Employee coming within the scope of this Agreement shall:
- (a) within thirty (30) cumulative days of commencement of employment (the probationary period), apply for membership in the Union.
  - (b) become a member of the Union.
  - (c) remain a member in good standing.
- 4.02 When new Employees are required, the Employer agrees to contact the Union. If competent Union members are not available, then the Employer may obtain such employees elsewhere. New employees shall be deemed probationary for their first (cumulative) thirty (30) working days.
- 4.03 The Union's representatives shall have access to all work areas covered by this Agreement after obtaining permission from the Employer. It is agreed that Union representatives will not interfere with the work performance unless permission is granted. Permission by the Employer or designate will not be unreasonably withheld.
- 4.04 An Employee who fails to maintain their status with the Union prescribed herein by reason of refusal to pay dues and assessments by check-off shall be subject to discharge after seven days notice in writing to the Employer.
- 4.05 The Head Scenic Carpenter and Scenic Carpenter shall be contracted for the construction of the production for which they are employed in the category of work for which they were called. For the purposes of this Article, the construction period is defined as being from the start of construction to the load-out and clean-up, inclusive, as defined in Article 6.01.

#### **ARTICLE 5 REMUNERATION**

- 5.01 The rates of remuneration set out in Schedule "A" to this Agreement shall apply during the term hereof.
- 5.02 Where 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 this entire call.
- 5.03 The Company shall pay to Employees on Friday noon, or every second Friday noon, all wages and salaries due to them up to the previous Saturday midnight. Each pay cheque will include an itemized statement indicating hours worked at straight time and overtime rates, rate of pay, and any individual deductions. Payment is to be made on the job during working hours. Further, if a statutory holiday falls on a Friday, every effort will be made to have the payday on Thursday.
- 5.04 Employees shall be given all wages and statements as necessary at time of lay-off. In the event of termination (i.e. discharge for cause or an Employee quitting), the Employee shall

- receive wages and statements as necessary at time of termination, or arrangements shall be made to mail the wages and statements no later than the following business day.
- 5.05 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, in such cases, the Union shall not be held liable for work stoppage.

#### **ARTICLE 6 HOURS OF WORK**

- 6.01 The normal hours of work shall be forty (40) hours per week, consisting of five (5) eight-(8) hour days, from 8:00 a.m. to 4:30 p.m. The normal work days shall be Monday to Friday, with one-half (1/2) hour for lunch. The regular starting and quitting times may be varied by mutual agreement.
- 6.02 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.
- 6.03 Time shall be calculated by the half-hour period so that an Employee shall be paid for a full half-hour period if work is performed during any portion of a half-hour period.

#### **ARTICLE 7 CALL TIME HOURS**

- 7.01 Any employee being called out to a job and not being required shall receive not less than four (4) hours pay at the applicable rate.
- 7.02 A break in a work period of less than eight (8) hours duration shall not constitute the ending of a work day.
- 7.03 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.

#### **ARTICLE 8 NORMAL OR STRAIGHT TIME**

- 8.01 For the purposes of computing pay for normal time and overtime, the end of each day is midnight and the end of each week is Friday 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.

#### **ARTICLE 9 OVERTIME**

- 9.01 All overtime referred to in this subparagraph 9.01 shall be paid for at time and one-half the straight time rate of pay and all overtime referred to in subparagraph 9.02 shall be paid for at double the straight time rate of pay. Overtime under this subparagraph 9.01 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) All time worked between midnight and 8:00 a.m. (subject to paragraph 9.02) regardless of time of call.
  - (d) Where a call requires work to commence between midnight and before 6:00 a.m., all time worked during such call.
  - (e) The first eight (8) hours worked on Saturdays (subject to 9.02 and 9.03)

- (f) All time worked between 0600 hours and 0800 hours where the call commences between the aforementioned hours. At 0800 hours the call shall revert to straight time (subject to 9.01c and d).
- 9.02
- (a) All time worked in excess of twelve (12) hours in any one day or shift.
  - (b) All time worked on Sunday.
  - (c) All time worked beyond eight (8) hours on Saturday.
- 9.03
- (a) All time worked on a public holiday shall be paid for at two and one-half (2 1/2) times the straight time rate of pay.
  - (b) When a public holiday falls on a Sunday the next day shall be deemed a public holiday for the purposes of Paragraph 9.03 (a).
  - (c) The following shall be public holidays for the purposes of this Agreement:
    - (i) New Years Day
    - (ii) Good Friday
    - (iii) Easter Monday
    - (iv) Victoria Day
    - (v) B.C. Day
    - (vi) Canada Day
    - (vii) Labour Day
    - (viii) Thanksgiving Day
    - (ix) Remembrance Day
    - (x) Christmas Day
    - (xi) Boxing Day
    - (xii) Any other day duly proclaimed by Federal or Provincial authority as a public holiday in the area in which the place of employment is located.
- 9.04 Employees shall be qualified for a paid public holiday at a straight time rate of eight (8) hours paid if;
- (a) the Employee has been hired to work 15 days of the 30 normal working days prior to the public holiday; and
  - (b) the Employee works the normally scheduled day preceding and following the public holiday.

## **ARTICLE 10 ANNUAL VACATIONS**

- 10.01 The Employer shall pay to each employee eight percent (8%) of gross wages as vacation pay, based from the starting day of employment.
- 10.02 Employees having seven or more years of service with the Employer shall receive an additional two (2) percent of wages to provide for a fifth week's vacation with pay.
- 10.03 Employees having ten or more years of service with the Employer shall receive an additional two percent of gross wages to provide for a sixth week's vacation with pay.
- 10.04 The following shall be considered as days actually worked for determining vacations with pay for an Employee:
- (a) Absence on Workers' Compensation up to a period of one (1) year, providing the Employee returns to their employment.
  - (b) Absence due to illness up to a period of one year, provided the Employee returns to their employment. The Employer shall have the right to require a certificate from a qualified medical practitioner.

- (c) An Employee on duly approved leave of absence will, upon returning, be credited with the time worked prior to the leave of absence.
- (d) Any Employee laid off will, upon returning within twelve months of lay-off date, be credited with time worked prior to lay-off.

## **ARTICLE 11 LEAVE OF ABSENCE**

### 11.01

- (a) Regular Employees who have two (2) months or more seniority with the Employer will be allowed, in the event of a death of an immediate relative, a leave of absence to attend the funeral or make funeral arrangements. The pay of the Employee is to be their regular straight time rate of pay for up to three (3) consecutive days of absence, providing the days of paid absence fall within a period on which the Employee was scheduled to work.
- (b) To be eligible to apply for such paid leave, the Employee must not be absent from work on account of illness, accident, compensation, holidays, vacation or lay-off at the time for which leave is requested. The immediate relative will be: grandparent, parent, siblings (including in-laws), spouse or child.

11.02 Any regular full time Employees who are required to perform jury duty on a day which they would normally have worked, will be reimbursed by the Employer for the difference between the pay received for jury duty and their regular straight time hourly rate for the regularly scheduled hours of work. They shall be required to contact their supervisor if any time remains in their normal shift after their release from jury duty. Employees shall return to work within a reasonable period of time. It is understood that such reimbursement shall not be for hours in excess of hours normally worked, less pay received for jury duty. The Employees will be required to furnish proof of jury service and jury duty.

11.03 Time spent on jury duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

11.04 Union Business: Upon written request by the Union, elected officers and delegates will be granted a leave of absence without pay for the purposes of such Union Business.

11.05 Members elected to full time Union Positions: Upon written request by the Union, the Employer agrees that an Employee will be given a leave of absence without gain or loss of seniority for a period not to exceed five (5) years.

11.06 The Employer will grant leave of absence up to a maximum of six (6) months without pay to Employees for compassionate reasons or for educational or training or extended vacation purposes, conditional on the following terms:

- (a) That the Employee apply at least three (3) months in advance for extended vacation, vacation, educational training leave, and one (1) month in advance for other reasons unless the grounds for such application could not reasonably be foreseen.
- (b) That the Employee shall disclose the grounds for application.
- (c) The Employer shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training purposes where a suitable replacement is not available.
- (d) The Employer and the Union agree to discuss and mutually agree in respect of an application for leave under this Section.

11.07 The Union will advise the Employer as soon as possible of persons appointed or elected to Union positions under 11.04 and 11.05.

## **ARTICLE 12 SENIORITY**

### 12.01

- (a) The Employer recognizes the principle of seniority.
- (b) Effective July 1, 1999; after thirty (30) cumulative days of employment, the Employee shall be recognized as having shop seniority commencing the date of qualification.
- (c) Shop seniority and any accumulated days towards shop seniority shall be lost if the member performs no work for twenty-four (24) months except pursuant to Article 10.04 and Article 1 I (leave of Absence).

12.02 An up to date seniority list will be supplied and posted by the Employer on the notice board at least once every twelve (12) months or upon request of the Union.

### 12.03

- (a) Lay-Off: For the prevention of grievances arising over layoffs where seniority is concerned, the Union shall be notified prior to the lay-off, the names of those to be laid off.
- (b) When a member has established seniority, in the event of a lay-off, one (1) day notice shall be given. Should the required one (1) day's notice not be given, then the Employee concerned shall be given one (1) day's pay at the regular rate in lieu of notice.
- (c) Employees with three (3) or more years of service with the Employer shall, in the event of a lay-off, be given one (1) week's notice or one (1) week's pay in lieu thereof.

### 12.04

- (a) Re-hiring: Employees who have been laid off will be recalled to work in the order in which their names appear on the seniority list, provided they are available. The Employer shall maintain an address file of Employees and it shall be the Employee's responsibility to notify the Employer in writing of any change of address, together with a telephone number at which they may be contacted.
- (b) No new Employees will be hired until former Employees, who are available and have the necessary skills and qualifications to perform the work required, are given the opportunity to return to work.
- (c) Employees who have been laid off and who have been notified of a vacancy must respond to the Employer's notification of re-hiring within twenty-four (24) hours (excluding Saturday, Sunday and Public holidays) of such notification. It shall not be a violation of the Agreement if the Employer fails to adhere to the strict principles of seniority when a laid-off employee fails to respond to the Employer's notice of a vacancy within the time limits prescribed.
- (d) An Employee shall report for work on re-hire as provided in this Article by the fourth (4<sup>th</sup>) working day following acceptance of the re-hire.
- (e) Should an Employee fail to report for work within the designated period and have no reasonable excuse, all seniority rights shall be forfeit.

12.05 It is agreed between the Employer and the Union that seniority during layoff or leave of absence will be retained on the following basis:

- (a) Employees with seniority shall retain their seniority for a period equal to two (2) years.
- (b) Employees on compensation, sickness or disability due to accident, for such time as it may take to recover health. The Employer shall have the right to require a certificate from a qualified medical practitioner.

12.06 The Company agrees to post all opportunities for promotion to a higher classification and to other departments. Such postings will be made for five (5) continuous days on the bulletin board. All job openings shall be subject to a thirty (30) day probationary period. The

parties to this contract agree that should successful candidates be found unable to perform the duties of the job during the probationary period, they will be reinstated in their previous position. Notwithstanding the above, the Company will have the right to fill such vacancies on a temporary basis.

### **ARTICLE 13 UNION LABEL**

13.01 It is hereby agreed that the Employer may use the I.A.T.S.E. Local 118 insignia after application to the Union for such use. If the application is approved and the Union Label is issued by the Union, to be placed upon the Employer's products, it is understood and agreed that the Label shall be in the possession of a member of the Union, and that said Label shall at no time be used in any manner that is detrimental to the interest and welfare of the Union. Upon evidence that said Label is being used in a manner that is detrimental and harmful to members of the Union, then the use of said Label shall immediately be withdrawn from the Employer.

### **ARTICLE 14 SAFETY AND HEALTH**

- 14.01 The parties to this Agreement shall at all times comply with the Worker's Compensation Act and regulations. No person shall be required to work in contravention of the Act and regulations. Any refusal of an employee to abide by the Act and regulations, after being duly warned, may be sufficient cause for dismissal.
- 14.02 A Safety Committee will be established in accordance with Worker's Compensation Board Requirements. Safety meetings will held once monthly during working hours and no member of the Committee will suffer deduction in wages for time spend on behalf of the Committee. The Employer may have fifty per cent (50%) of participants on this Committee.
- 14.03 An Employee having to cease work due to a compensable injury shall be paid by the Employer for the full regular shift on the day of the injury.
- 14.04 When an Employer requests an Employee to write an exam for any First Aid Courses, registration fees and time lost to write the exam shall be paid by the Employer.
- 14.05 The Employees will not be required to work under unsafe conditions and, in particular, shall not be required to work, handle or sent up any scenery, properties, effects, drapes, drops or other stage décor or any electrical stage equipment that is unsafe and shall not be required to work in any unsafe location without adequate safety equipment.

### **ARTICLE 15 UNION DUES DEDUCTION**

- 15.01 The Employer agrees to deduct from each Employee coming within the scope of this Agreement, Union initiation fees, dues, and assessments levied in accordance with the Union's Constitution and By-Laws; and in the amount communicated to the Employer by the Union from time to time.
- 15.02 Deductions will be made each pay period and together with all monies owed to the Union shall be remitted to the Financial Secretary of the Union by the 15<sup>th</sup> of the following month. The remittance shall include a list of the Employees showing their respective deductions, new Employees, terminations, and those on Worker's Compensation.
- 15.03 The Employer shall obtain signed authorization from each Employee for any payroll deduction.



## **ARTICLE 16 REMOVAL OF EMPLOYEE**

- 16.01 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 a superior;
  - (c) the fact that the Union is unable to demonstrate that a person is experienced or trained for the particular duties he is to perform or is performing; and
  - (d) unsatisfactory performance of duties.

## **ARTICLE 17 GRIEVANCE PROCEDURE**

- 17.01 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 questions 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 differences shall in the first instance be discussed between the Steward and the Employer's designate;
  - (b) If no settlement is reached, the Steward and the Employer's designate shall report to the Union's designate and the senior Employer's designate respectively and they shall meet as soon as possible. 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.
  - (c) If the Parties 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.

## **ARTICLE 18 LOCK OUT AND STRIKES**

- 18.01 During the term of this Agreement, the Employer shall not lock out any Employee and no Employee shall strike and the Union shall not declare or authorize a strike of Employees.
- 18.02 It is understood and agreed that refusal to cross a legal picket line shall not constitute a breach of this Agreement.

## **ARTICLE 19 MANAGEMENT RIGHTS**

- 19.01 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.

- 19.02 The Union recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities, and that the locations of operations, the schedules, the processes and means of dealing with products, materials and equipment are solely the responsibility of the Employer.
- 19.03 The management and the operation of, and the direction and promotion of the working forces, are vested exclusively in the management; provided however, that this will not be used for purposes of discrimination against the Employee.
- 19.04 All of the terms and conditions of the Agreement will apply equally to all Employees without discrimination as to sex, colour, or age, as defined in the Human Rights Act.
- 19.05 The Employer signatory to this Agreement will not subcontract any work normally manufactured in the shop to a non-union shop when a union shop is available. The Union will be advised a minimum of fourteen (14) days prior to such contracting out.

## **ARTICLE 20 EXISTING TERMS AND CONDITIONS**

- 20.01 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.

## **ARTICLE 21 UNION RIGHT OF ENTRY**

- 21.01 An authorized representative or representatives of the Union shall be permitted by the Employer, upon prior notification, to enter and inspect, free of any interference, Employee work areas when such entrance or inspection is required, in the Union's opinion, in connection with any investigations or matters pertaining in any way to this Agreement, but such representatives shall not interrupt or interfere with any work in progress.

## **ARTICLE 22 SHOP STEWARDS**

- 22.01 Shop Stewards will be recognized in all workplaces covered by this Agreement and shall not be discriminated against. The Employer's designate shall be notified by the Union of the name of the Shop Steward.
- 22.02 It is understood that the Shop Steward, after consultation with the Shop Supervisor, shall with permission, during working hours and without loss of time or pay, be allowed to leave regular duties for a reasonable length of time in order to investigate and settle, if possible, grievances in the Steward's jurisdiction.

## **ARTICLE 23 TECHNOLOGICAL CHANGE**

- 23.01 The Employer shall notify the Union not less than six (6) months in advance of intent to institute changes in working methods or facilities which would involve the discharge or laying off of employees.
- 23.02 An Employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of their regular job at the time of set-back for a period of three (3) months and for a further period of three (3) months, the Employee will be paid an adjusted rate which will be midway between the rate of their regular job at the time

of the set-back and the rate of their new regular job. At the end of this six (6) month period, the rate of the new regular job will apply. However, such Employee will have the option of terminating their employment and accepting severance pay as outlined in Article 23.03 below, providing this option is exercised within the above referred-to six month period.

- 23.03 Employees discharged or laid off because of mechanization, technological change or automation shall be entitled to severance pay of one week's pay for each year of service with the Employer. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) week's pay.

#### **ARTICLE 24 GENERAL CONDITIONS**

- 24.01 A fifteen (15) minute rest period will be allowed midway in each half of a shift. If overtime has been scheduled, a fifteen (15) minute rest period will be allowed between the end of the regular shift and the start of the overtime.
- 24.02 Lunchroom facilities with adequate seating and tables for all Employees will be provided and maintained in a clean condition by the Employer.
- 24.03 Adequate and separate rest room facilities will be provided in accordance with the Employment Standards Act and shall be maintained in a clean condition by the Employer.
- 24.04 Necessary pick-up and wash-up time will be allowed prior to quitting time.
- 24.05 No Employee shall supply any tools on the Employer's premises other than accepted normal trades hand tools. Where drill bits, files, etc., are used extensively, the Employer shall supply the first issue and replace worn or broken items. At termination, the issued items shall be returned to the Employer.
- 24.06 The Employer must assure the safety of the Employee's tools against fire and burglary during employment. If so requested, the Employee shall submit to the Supervisor or Employer's Representative an inventory of tools and working apparel on the job.
- 24.07 Failure of any Employee to act upon instructions given by other than the immediate superior shall not constitute cause for dismissal.
- 24.08 Within the thirty (30) day probation period, the Employee must demonstrate to the satisfaction of the Employer, a professional skill level based on work experience and/or skills testing consistent with the applicable job description.
- 24.09 The Parties shall meet at least once every two (2) months, or at the request of either party, for the purpose of discussing issues relating to the workplace that affect the parties or any Employee bound by this Agreement. At the request of their party, a designated Executive Board member of the Union or the General Manager of the Employer shall attend.

#### **ARTICLE 25 SAVINGS CLAUSE**

- 25.01 In the event that any article or section of this Agreement is held invalid, or enforcement of or compliance with which had been restrained, as above set forth, the parties affected hereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance procedure.

## **ARTICLE 26 COST OF LIVING ADJUSTMENT**

26.01 The Employer agrees that should the average Consumer Price Index for Vancouver, as published by Statistics Canada, indicate a higher than 4% rise in the cost of living for the contract period July 1, 2007 to June 30, 2008, then the Schedule "A" wage scale will be increased according to Section (a) which follows:

- (a) For any percent point to the nearest tenth that the Consumer Price Index exceeds 4% 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" rates for the contract period July 1, 2007 to June 30, 2008. Any such increase or decrease will become part of the established Schedule "A" rates in Schedule "A".

## **ARTICLE 27 HEALTH AND WELFARE/RETIREMENT SAVINGS**

### 27.01 HEALTH AND WELFARE

The Employer will contribute and remit to the I.A.T.S.E. Local 118 Health and Welfare Trust Fund five and one-half percent (5.5%) of gross wages, including vacation pay, for every hour worked for every Employee under this Agreement. Employees will not be eligible for the above until the thirty (30) day probation has been completed.

### 27.02 RETIREMENT SAVINGS

The Employer will deduct and remit to the I.A.T.S.E. Local 118 Savings Trust Fund six and one-half percent (6.5%) of gross wages, including vacation pay, for every Local 118 member employed under this Agreement. These amounts will be submitted on an individual basis, and upon submission the Employers' responsibility ceases. These amounts will be deposited to the credit of the individual Employees' accounts at VanCity Savings Credit Union.

### 27.03 RETIREMENT SAVINGS

The Employer will contribute and remit to the I.A.T.S.E. Local 118 Savings Trust Fund six and one-half percent (6.5%) of gross wages, including vacation pay, for every Local 118 member employed under this Agreement. These amounts will be submitted on an individual basis, and upon submission the Employers' responsibility ceases. These amounts will be deposited to the credit of the individual Employees' accounts at VanCity Savings Credit Union.

### 27.04 PAID SICK DAYS

Shop employees who have established seniority will be entitled to one (1) paid sick day for every thirty (30) days worked in the previous two (2) years, to a maximum of five (5) paid sick days.

**ARTICLE 28 TRAVEL EXPENSES**

28.01 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:

1. Accommodation expenses shall be paid by the Employer. Accommodation shall be the same as that provided to others, i.e. Musicians.
2. 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 fifty-one (51) cents per traveled kilometer. 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.
3. 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.
4. Additional legitimate expenses shall be reimbursed upon presentation of a receipt.

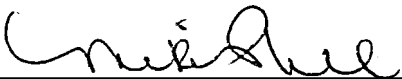
IN WITNESS WHEREOF the parties hereto have affixed their signatures hereto this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_ at Vancouver, BC.

Signed on behalf of:

THE EMPLOYER

I.A.T.S.E. LOCAL 118

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\_\_\_\_\_  
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## SCHEDULE "A"

July 1, 2007

Head Scenic Carpenter	27.63
Scenic Carpenter/Welder	25.75
Assistant Scenic Carpenter	23.99
Head Prop Maker	27.63
Prop Maker	25.75
Assistant Prop Maker	23.99
Head Scenic Artist	27.63
Scenic Artist	25.75
Assistant Scenic Artist/Painter	23.99
Loader*	28.09
Shop Assistant	22.68
Shop Assistant (probationary)	17.05

"Loaders shall not include persons loading or unloading trucks where:

- (a) such activities occur at the place of presentation of a production; and
- (b) the truck deck level and loading deck level are substantially equal; and
- (c) the materials unloaded are taken directly to the stage or production area and can be unloaded without substantial additional lifting, lowering and other handling.

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Letter of Understanding

BETWEEN

**THE VANCOUVER PLAYHOUSE THEATRE CENTRE OF BRITISH COLUMBIA**  
(the Employer)

AND:

**THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,  
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE  
UNITED STATES, ITS TERRITORIES AND CANADA, LOCAL #118**  
(the Union)

Re: APPRENTICES

In the event the Employer employs apprentices, the parties agree that the following conditions shall apply.

All apprentices shall be employed in accordance with the provisions of the British Columbia Apprentice Act and parties hereto agree to observe all provisions of said Act with the exception that wages will be based on the following formula:

1<sup>st</sup> six months 65% of journeyperson's rate  
2<sup>nd</sup> six months 65% of journeyperson's rate  
3<sup>rd</sup> six months 65% of journeyperson's rate  
4<sup>th</sup> six months 70% of journeyperson's rate  
5<sup>th</sup> six months 75% of journeyperson's rate  
6<sup>th</sup> six months 80% of journeyperson's rate  
7<sup>th</sup> six months 85% of journeyperson's rate  
8<sup>th</sup> six months 90% of journeyperson's rate

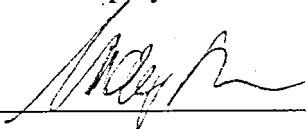
All apprentices shall work with the tools of the trade and shall only do work that is customarily done by a journeyperson.

The maximum ratio of apprentices to journeypersons shall be one (1) apprentice to two (2) journeypersons and seniority in all lay-offs will not apply to apprentices until the ratio of apprentices to journeypersons exceed this amount.

An apprentice shall acquire a reasonable journeyperson's tool kit by the end of the first year.

For the Employer

For the Union

  
\_\_\_\_\_

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

Dated this 17<sup>th</sup> day of July, 2008

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE VANCOUVER PLAYHOUSE THEATRE CENTRE OF BRITISH COLUMBIA**  
(the Employer)

**AND:**

**THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,  
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE  
UNITED STATES, ITS TERRITORIES AND CANADA, LOCAL #118**  
(the Union)



## **STAGE**

**July ■ 2007 – June 30, 2008**

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1. GENERAL PURPOSE

- (a) 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.
- (b) 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

- (a) 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

This Agreement shall be for a term of one (1) year effective the first day of July 2007 to the thirtieth day of June 30, 2008, both dates inclusive, and shall remain in full force and effect from year to year following the expiration of the term unless either party, not less than two (2) months immediately preceding the date of expiry of the term of this Agreement, gives to the other party written notice of desire to renew, changes, amend or terminate this Agreement. The Employer and the Union shall furnish to each other particulars of any changes or amendments either party may desire in this Agreement prior to the last day of June in the year in which the Agreement expires.

Should either party give written notice to the other party pursuant hereto, this agreement shall thereafter continue in full force and effect until the Union gives notice of strike, or the Company gives notice of lock-out or the parties conclude a renewal Collective Agreement.

IT IS UNDERSTOOD AND AGREED between the Employer and the Union that the operation of subsections(2) and (3) of Section 50 of the "Labour Code of British Columbia" is hereby excluded from and shall not be applicable to this Agreement.

4. UNION SECURITY

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 Article 6 and 15 hereof and the following exceptions:

- (a) If circumstances arise during the course of the setting up or running of a productions 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(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 well as the application, maintaining and/or care of hair of all kinds, types and description, whether it be the natural hair of actors or any natural or synthetic wig or hairpiece, as well as the application, maintaining and/or care of make-up of all kinds, types and description, 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 of British Columbia during the term hereof.

5.2 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.

5.3 In instances where a musical touring group, i.e., "rock band" has a personal assistant to take care of hair, wig and/or make-up requirements, or if the artist prefers to apply hair, wig and/or make-up for him or her self, the hiring of Local 118 bargaining unit person(s) will be optional. This clause does not apply to plays, operas, Broadway style musicals, etc.

6. CONTRACT FOR RUN

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 Civic Theatres, 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**

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 time of call, 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 endeavor 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(d) shall not apply.

**9. CANCELLATION OF CALL**

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. 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 workweek shall consist of forty (40) hours, based on an eight-hour day and a six-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 workday.
- (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.
- (e) If the Employee's coffee break is deferred on an "out" to the end of the call, 15 minutes plus the 5 minutes "wash up" will be added to the time worked.

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;

- (i) If the take-out after a production is Monday, and the next production is then loaded in, overtime rates will apply as if the day were one production.
- (b) Time worked in excess of forty (40) hours straight time in any 'week;
- (c) Time worked on Sunday (subject to Article 11.2).
- (d) 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;
  - (i) On set-up weeks, if forty (40) hours have been achieved, then the first eight (8) hours on Saturday are paid at time and a half, then goes to double time.
- (c) All time worked in excess of eight (8) hours on Sunday;
- (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 duly proclaimed by Federal or Provincial authority as a public holiday in the area in which the place of employment is located.

12. **VACATION PAY**

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.

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 the 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**

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.

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

17. **PAYMENT OF MONIES**

17.1 **PAYMENT OF WAGES**

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 Funds those payments as listed in Article 18 - "Health and Welfare Plan/Retirement Savings Plan" upon the written assignment of the Union that such Trust Funds existss. All Union dues, check-offs, and other monies owed to the Union shall be paid to the Financial Secretary of the Union by the 15<sup>th</sup> day of each month for the previous month.

## 17.2 DEDUCTIONS

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 authorised 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/RETIREMENT SAVINGS

### 18.1 HEALTH AND WELFARE

The Employer will contribute and remit to the I.A.T.S.E. Local 118 Health and Welfare Trust Fund five and one-half percent (5.5%) of gross wages, including vacation pay, for every hour worked for every Employee under this Agreement.

### 18.2 RETIREMENT SAVINGS

The Employer will deduct and remit to the I.A.T.S.E. Local 118 Savings Trust Fund six and one-half percent (6.5%) of gross wages (including vacation pay) for every Local 118 member employed under this Agreement. These amounts will be submitted on an individual basis, and upon submission the Employer's responsibility ceases. These amounts will be deposited to the credit of the individual Employees' accounts at VanCity Savings Credit Union.

### 18.3 RETIREMENT SAVINGS

The Employer will contribute and remit to the I.A.T.S.E. Local 118 Savings Trust Fund six and one-half percent (6.5%) of gross wages, including vacation pay, for every Local 118 member employed under this Agreement. These amounts will be submitted on an individual basis, and upon submission the Employer's

responsibility ceases. These amounts will be deposited to the credit of the individual Employees' accounts at VanCity Savings 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**

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.

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.

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**

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 authorised 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. **LOCK OUT 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 authorise 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**

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

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

- (a) An authorised 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 representative 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 4.0% rise in the cost of living for the contract period July 1, 2007 to June 30, 2008, the Schedule "A" wage scale will be increased according to section (a) which follows:

- (a) For any percent point to the nearest tenth that the Consumer Price Index exceeds 4.0% 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 1, 2007 to June 30, 2008. 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 Crew for Pop and Rock Shows

For the purpose of this Agreement these shows shall be grouped into five (5) categories called Class A, B, C, D, &E.

Class A: No sound and minimal lighting; no props, etc. minimum house crews, two (2) - Carpenter and Electrician.

Class B: 30-ft. Truck maximum, no hanging pieces; minimum crew six (6) - four heads plus two.

Class C: 40 ft. Truck, single truss (genie hoist) no hanging pieces; minimum crew, eight (8) - four heads plus four.

Class D: Two trusses, 40 ft. Truck and Pup, no hanging pieces; minimum crew, ten (10) - four heads plus six.

Class E: Same as Class C, plus hanging pieces; add fly operator and loader - minimum crew, twelve (12) - five heads plus seven.

It is understood that this is a guideline and nothing should prevent any of these classes being increased or decreased should special circumstances prevail by mutual agreement between the Employer and the Union representative.

26.3 Car and Truckloaders (with the exception of travelling professional road productions) shall not include persons loading and unloading trucks where:

- (a) such activities occur at the place of presentation of a production; and
- (b) the truck deck level and loading deck level are substantially equal; and
- (c) the materials unloaded are taken directly to the stage or production area and can be unloaded without substantial additional lifting, lowering and other handling; and
- (d) said activities can be performed by the set-up or strike crew of a production as a normal part of their set-up or strike duties.

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 Special Operator - A Special Operator will be designated when an employee is required to hold specific licenses or possess specific skills to perform a job, which shall be defined by mutual agreement between the Union and the employer.

#### 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 safekeeping 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:

1. Accommodation expenses shall be paid by the Employer. Accommodation shall be the same as that provided to others, i.e. Musicians.
2. 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 fifty-one (51) cents per traveled kilometer. 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.
3. 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.
4. 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 screwdriver with Robertson #7 and #8 and slot bits, 1 adjustable crescent wrench and 1 pair of pliers.

27. SCHEDULES

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

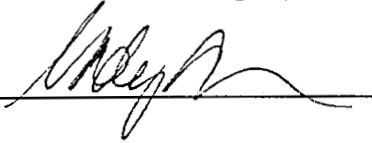
28. SAVINGS CLAUSE

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.

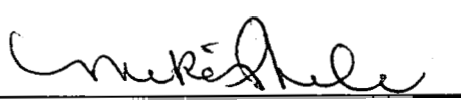
29. SIGNATORIES

IN WITNESS WHEREOF the Parties hereto have affixed their hands through their respective officers on the 17<sup>th</sup> day of July, 2008

For the Employer

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

For the Union

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

VPH STAGE CONTRACT SCHEDULE "A" July 1- 2007 to June 30-2008

Effective Dates	July 1-07
Stage Carpenter	28.73
Head Electrician	27.23
Head Fly Operator	27.23
Head Properties	27.23
Head Sound	27.23
Head Wardrobe	27.23
Head Hair/Wigs, Make-up	27.23
Projectionist (Video/Film)	27.23
Spot Operator	24.80
Special Operator	24.80
Assistant Carpenter	24.42
Assistant Electrician	24.42
Assistant Fly operator	24.42
Assistant Properties	24.42
Assistant Sound	24.42
Assistant Hair/Wigs, Make-up	24.42
Ground Rigger	24.42
Preset Operator	24.42
Grips	23.12
Hair/Wigs, Make-up	23.12
Dresser	23.12
Loader (Car/Truck)	28.84
High Rigger	35.98

\* Grip rate shall apply to Employees in the following classifications: Carpenter Grip, Fly Operator Grip, Electrical Grip, Sound Grip, Property Grip, Hair/Wigs, and Make-up Grip and Video Grip.

• A special Operator will **be** designated when an employee is required to hold specific licenses or possess specific skills to perform a job, which shall be defined by mutual agreement between the Union and the employer.

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**IATSE LOCAL 118**

**web:** [www.iatse118.com](http://www.iatse118.com) **email:** [mp118@telus.net](mailto:mp118@telus.net)  
**# 202 – 601 Cambie Street, Vancouver, B.C. V6B 2P1 Phone: (604) 685-9553 Fax (604) 685-9554**

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Date: Feb 27-08

To: Colin Campbell & Judi

Fax: 604-873-3714

From: IATSE local 118/Mike Phelan

Number of pages including this one: 5

Hi Colin and Judi,

I am happy to report that the membership voted unanimously to accept the memorandums of agreement for **stage & shop** we signed recently. Margaret **has applied** the increase to **Schedule "A"** of the agreements and I **attach** them **here for your approval** and implementation. **As well and for Judi's benefit just a reminder that there is also an increase to the H&W employer percentage as per attached memo.**

With thanks,  
Mike

Mike Phelan  
President  
IATSE Local 118  
Office 604-685-9553  
. Fax 604-685-9554  
Cell 604-788-1313  
[mp118@telus.net](mailto:mp118@telus.net)  
[www.iatse118.com](http://www.iatse118.com)



**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is entered into this 30th day of January, 2008 between the bargaining representatives of I.A.T.S.E. Local 118, and the bargaining representatives of the Playhouse Theatre Centre of British Columbia whereby both parties unanimously agree to recommend the following terms and conditions for a renewal collective agreement to their respective principals, containing all of the terms and conditions of the agreement which expired on June 30, 2007, save and except as explicitly amended as follows:

1. **Housekeeping: Amend date references as necessary to update agreement. Correct typographical errors.**
2. **Article 3. Term of Agreement: Amend to read as follows: "This Agreement shall be for a term of one (1) year effective from July 1, 2007 to June 30, 2008, both dates inclusive."**
3. **Article 7.3 of Stage Agreement: Amend to read "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".**
4. **Article 11 of Stage Agreement - Overtime: Amend 11.1(d) by changing the word "Statutory" to "Public" for consistency with 11.3.**
5. **Article 12 of Stage Agreement - Vacation Pay: Delete the words "who is a card member of I.A.T.S.E. Local 118".**
6. **Article 25. Cost of Living Adjustments: Amend date references to reflect each year of collective agreement renewal. Amend COLA trigger references to reflect agreed-upon Schedule "A" increase in each year of collective agreement renewal.**
7. **Schedule "A": increase wage rates by 4% July 1, 2007 - June 30, 2008.  
Stage Agreement: increase Stage Carpenter and Department Heads rates by an additional \$1.00/hour.  
Shop Agreement: increase Head Scenic Carpenter, Head Prop Maker, and Head Scenic Artist rates by an additional \$1.00/hour.**
8. **Health and Welfare employer contributions: Article 18 (Stage) and Article 27 (Shop): increase Employer Health and Welfare contribution to 5.5% of gross wages**
9. **Paid Sick Days (Shop Agreement): Add Article 27.04 "Shop employees who have established seniority will be entitled to one paid sick day for every 30 days worked in the previous two years, to a maximum of five paid sick days".**

10. Mileage rates: increase mileage rates to \$.51/km.

Stage Agreement: Article 26.6: amend rate to \$.51/km.


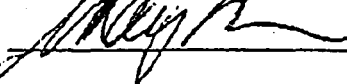
Shop Agreement: Add Article 28. Travel Expenses: "Should an Employee use their personal vehicle for the Employer's business, the Employee shall be compensated at the rate of fifty-one (51) cents per travelled kilometer".

Any other changes in article numbering and/or dates necessitated by these changes in terms and conditions will be made as a part of the revision of the complete collective agreement document.

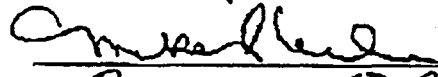
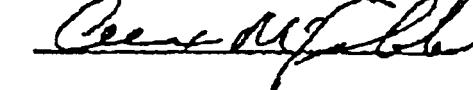
This Memorandum of Agreement is subject to ratification by both parties.

Signed this 30<sup>th</sup> day of January, 2008.

For the Employer

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

For the Union

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

VPH STAGE CONTRACT SCHEDULE "A" July 1- 2007 to June 30-2008

Effective Dates	July 1-07
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• A special Operator will be designated when an employee is required to hold specific licenses or possess specific skills to perform a job, which shall be defined by mutual agreement between the Union and the employer.

**SCHEDULE "A"**

**July 1, 2007**

<b>Head Scenic Carpenter</b>	<b>27.63</b>
<b>Scenic Carpenter/Welder</b>	<b>25.75</b>
<b>Assistant Scenic Carpenter</b>	<b>23.99</b>
<b>Head Prop Maker</b>	<b>27.63</b>
<b>Prop Maker</b>	<b>25.75</b>
<b>Assistant Prop Maker</b>	<b>23.99</b>
<b>Head Scenic Artist</b>	<b>27.63</b>
<b>Scenic Artist</b>	<b>25.75</b>
<b>Assistant Scenic Artist/Painter</b>	<b>23.99</b>
<b>Loader*</b>	<b>28.09</b>
<b>Shop Assistant</b>	<b>22.68</b>
<b>Shop Assistant (probationary)</b>	<b>17.05</b>

**\*Loaders shall not include persons loading or unloading trucks where:**

- (a) such activities occur at the place of presentation of a production; and**
- (b) the truck deck level and loading deck level are substantially equal; and**
- (c) the materials unloaded are taken directly to the stage or production area and can be unloaded without substantial additional lifting, lowering and other handling.**

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