

COLLECTIVE AGREEMENT
between
The Arts Club of Vancouver Theatre Society
and
International Alliance of Theatrical Stage Employees
Local 118

EFFECTIVE FROM

November 1, 1993

to

December 31, 1997

SOURCE			
EFF.			
TERM.			
No. OF EMPLOYEES			
NOMBRE D'EMPLOYÉS			

1163701

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This Agreement is made and entered into
this 16th day of December 1994

BETWEEN:

THE ARTS CLUB OF VANCOUVER THEATRE SOCIETY

hereinafter referred to as "The Company"

Party of the First Part

AND:

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
Local 118

hereinafter referred to as "The Union"

Party of the Second Part

ARTICLE 1

Intent

- 1.1** It is the purpose of this Agreement, in recognizing a common interest between the employer and Union in promoting the utmost cooperation and friendly spirit between the Employer and its employees, to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable resolution of grievances. To this end, this Agreement is signed in good faith by the two parties.

ARTICLE 2

Definition of Bargaining Work

- 2.1** The Company recognizes the Union as the exclusive bargaining agent for all persons employed in the Unit defined by the Labour Relations Board in its decision of July 29th, 1993 certifying the Union and any amendments thereto; as mutually agreed by the parties, or as ordered by the Labour Relations Board or in any of the positions listed in the wage schedule in this contract.
- 2.2** The Company will bargain collectively with the Union, as required by the certification above referred to, in respect to rates of pay, wages, hours and conditions of work for all employees as set out in 2.1.

ARTICLE 3

Employee Definition

- 3.1** The term 'employee' as used in the Agreement shall mean any person employed in a classification included within the bargaining unit referred to in Article 2.1. It shall include any person employed in any job or classification created in the future which the parties, by mutual consent or decision of the Labour Relations Board, decide to include within the bargaining unit.
- 3.2** Wherever in the wording of the Agreement the masculine gender is used, it shall be understood to include the feminine gender.

ARTICLE 4

Non-Discrimination

- 4.1** The Company will not interfere with, restrain, or coerce the employees covered by this Agreement because of membership in or lawful activity on behalf of the Union. The Company will not discriminate in respect to hiring, tenure of employment or any term of employment against any employee covered by this Agreement because of membership in or lawful activity on behalf of the Union, nor will it discourage membership in the Union, or attempt to encourage membership in another Union.

ARTICLE 5

Union Access to Premises

- 5.1** Representatives of the Union shall have access to the Company's premises to carry on inspection or investigations pertaining to the terms and conditions of this Agreement, at reasonable notice to the Company, and free from unreasonable interference from the Company. Such investigation or inspection shall be carried on at reasonable hours and in such manner as not to interfere unduly with the normal operations of the Company.
- 5.2** The Company agrees to provide bulletin boards in each workplace (ie. Shop, Granville Island office area) for the purpose of posting official Union notices which may be of interest to Union members provided such notices are approved by the Union.
- 5.3** The Company agrees to provide space in the shop where the Union may locate a filing cabinet. This cabinet is to be used for the storage of records, grievance forms, etc.

ARTICLE 6

Union Activities

- 6.1** The Union will not engage in Union activities other than those provided for in this Agreement during working hours or hold meetings at any time on the premises of the Company without Company permission.
- 6.2** Upon request by the Union, an employee's absence from work with pay shall be permitted where required in connection with the handling of a grievance and such permission shall not be unreasonably withheld.

- 6.3** The Company shall release without pay to three (3) employees for negotiation meetings.
- 6.4** Leave without pay will be granted to any employee duly authorized by the Union to represent employees in order to attend Executive meetings, Labour Conventions, Congresses, etc., A request for such leave for one (1) day or less shall be submitted at least five (5) working days in advance. For leaves of more than one (1) day, requests shall be submitted thirty (30) calendar days in advance. Such leave shall not be in excess of seven (7) working days. Leave for regular employees will not be granted during production week.
- 6.5** It is agreed that not more than one (1) employee from a department need be released at any one time.
- 6.6** Leave provided for in this article shall not constitute a break in continuity of length of service credits.
- 6.7** All requests and authorizations for leave shall be in writing.

ARTICLE 7

Programme Credits and Union Emblem

- 7.1** The Employer and the Union agree to display the IATSE Local 118 Emblem in a conspicuous place in the Lobby of the Employer's venues. Such Emblem shall be of mutually acceptable size and location. The Employer shall include the IATSE Local 118 Emblem on any promotional and program material where any other professional organizations are acknowledged. The Employer agrees to continue the current practice of giving program credits to bargaining unit employees involved in the productions.
- 7.2** It is agreed that the Employer may use the IATSE Local 118 Emblem on items, products and scenic elements produced in its shops by members of the bargaining unit. It is also agreed that the Emblem shall be of mutually acceptable size and placed in a location or locations acceptable to the Employer and the Union. It is understood that the Union Emblem shall remain the property of the Union and at no time shall the Emblem be used in a manner that is detrimental to the interest and welfare of the Union. Upon evidence that the Emblem is being used in a manner that is detrimental to the members of the Union then the Employer's right to use the Emblem will be withdrawn.

ARTICLE 8

Management Rights

- 8.1** Subject to the terms of this agreement, the employer shall have the sole and exclusive right to operate and manage the business in all respects: to hire and direct the work force, to discharge, suspend or otherwise discipline an employee for just cause.
- 8.2** When implementing new rules affecting working conditions, the employer will provide a written copy of such rules to the Union and shall post new rule(s) on the Union bulletin boards. New rules shall be explained at a labour management meeting prior to implementation. Rules shall be consistent with this Collective Agreement.

ARTICLE 9

No Strike Breaking

- 9.1** The Company agrees that no employee will be required to cross a legal picket line. The Company or the Union will not assist any Theatre or Production by performing bargaining unit work subject to a legal strike.

ARTICLE 10

No Strike Clause

- 10.1** The Union will not cause, nor permit its members to cause, or take part in a slowdown, strike, or picketing or any other collective action which may interfere with any of the Company's operations during the term of this Agreement. The Company will cause, or permit its employees to cause, engage in or permit a lockout of any of its operational locations during the term of this Agreement.

ARTICLE 11

Labour-Management Committee

- 11.1** Whereas the parties recognize that both are being confronted with new and increasingly complex situations, both the Union and the Company agree to meet at least once every two (2) months pursuant to the provisions of section 53 of the Labour Relations Code of B.C.; in a sincere effort to establish and maintain a Labour-Management relationship that, without any sacrifice of principle of either party, will provide for honest discussions and an efficient way to resolve differences and reach a greater understanding of respective problems.

ARTICLE 12

Notification

- 12.1** The employer shall inform the Union in writing within 7 calendar days of any: hiring, job posting, promotion, transfer, resignation or any disciplinary action affecting any employee within the bargaining unit.
- 12.2** Any notification required under the provisions of the Collective Agreement is understood to mean that such notification shall be in writing.

ARTICLE 13

Employee Categories

- 13.1** All employees covered by this Agreement shall be considered probationary employees for a period of three (3) months from the date of their first employment with the Company. Employees subsequently hired into a regular position will be subject to a three (3) month trial period. The Company may extend probationary or trial periods up to a total of six (6) months after prior consultation with the Union, and before the expiration of the first three (3) month period. Employees may return to their original position by request of the employee or for just cause.

- 13.2** The Employer may release an employee at any time for just cause. The parties agree that such "just cause" may include disciplinary matters less stringent for probationary Employees than for Employees who have completed their probationary period,
- 13.3** The Company will notify the Union of any employees who have been released. Said notification shall be given within three (3) days of the probationary employee having been notified.
- 13.4** Employees covered by this agreement shall be:

(a) Full time Regular

A Full time regular employee is defined as any **employee** who is assigned work on a regular basis and for forty (40) hours per week.

Full-time regular positions shall include:

Head Carpenter	Head Electrician
Second Carpenter	Head Wardrobe
Production Assistant	Head Properties
Second Electrician	

The Company may: assign a Part-time regular employee, or by agreement of the Union, hire a Temporary employee, to replace a Full time regular employee for vacation, sick leave or other temporary relief.

(b) Part-time Regular

Part-time regular employee is defined as any employee who is assigned work on a regular recurring basis for periods of less than **forty** (40) hours per week. Nothing shall prevent a Part-time regular employee from working **forty** (40) or more hours per week on an irregular basis.

Part-time regular employees will work according to an assigned schedule except as specifically mutually agreed by the Company and the Union.

Part-time regular positions shall include:

Head Scenic Artist	Wardrobe Maintenance
Building Maintenance	Production Secretary

(c) Temporary/Casual Employees

A Temporary or Casual employee is defined as an employee hired for a particular show **or** project or as and when required; and assigned work in accordance with a posted work schedule. By agreement of the parties a Temporary employee may be hired to replace a regular employee on leave **or** vacation.

- 13.5** It is agreed that Temporary/Casual employees will not be used to displace or avoid the hiring of regular employees.

ARTICLE 14

Seniority and Length of Service

- 14.1** Seniority shall be determined by the Union in accordance with the Union's Constitution and Bylaws.
- 14.2** Length of service shall commence the date of hire upon completion of the probationary period.
- (a) Temporary/Casual employees length of service shall be calculated as the accumulated sum of the hours worked.
 - (b) Regular employees shall be credited with length of service calculated as the accumulated sum of the hours worked up to October 31, 1993 except that employees previously classified as "full time regular" shall accrue length of service as "calendar" time. Commencing November 1, 1993 all Regular employees shall accrue length of service as "calendar" time.
 - (c) In the event a Regular employee becomes a Temporary/Casual employee, accrued length of service will be retained and (a) above shall apply.
 - (d) For the purpose of converting length of service in hours to years, or fractions of years; all accumulated hours shall be divided by one thousand eight hundred (1800).

ARTICLE 15

- 15.1** Continuity of length of service shall be considered unbroken during:
- a) Maternity leave
 - b) Paternity leave
 - c) Compassionate leave
 - d) Jury Duty
 - e) Layoff for the following periods after which an employee's length of service will terminate:
 - (i) End of probationary period up to twelve months:
Twelve months length of service credit
 - (ii) Twelve to thirty six months:
Eighteen months length of service credit
 - (iii) Over thirty six months:
Twenty four months length of service credit
- 15.2** Length of service credits will be maintained but not accumulated for:
- (a) A period of three (3) months after an employee transfers to a job with the Employer not included in the Bargaining Unit.
 - (b) Maternity leave extensions
 - (c) Paternity leave extensions
 - (d) Compassionate leave extension

(e) Breaks in service mutually agreed by the parties.

- 15.3** Length of service shall cease to exist if the employee resigns or ~~is~~ discharged for just cause or if an employee is recalled to work and does not report to work as provided for in this Agreement except as provided in "Rehire" Article 22.

ARTICLE 16

Hiring, Promotions, Upgrading and Transfers

- 16.1** Promotions and filling of regular vacancies shall be based on:

- a) An employee's sufficient ability to perform the requirements of the work availability.
- b) Length of service.

Sufficient ability shall mean that an applicant has the skill, qualifications, special training, or equivalent experience required in the applicable job posting/job description prepared by the Employer and shall also include consideration of the employee's performance during employment with the company.

- 16.2** Any regular positions within the bargaining unit shall be posted for a minimum of five (5) days prior to hiring. The Employer shall firstly fill the vacancy from amongst employees from the Arts Club Roster, then from local 118, then from others who are qualified to perform the job in that order. The Employer agrees to promptly award the job according to the selection process outlined herein.
- 16.3** An employee promoted to fill a regular vacancy or transferred to another job shall be on a trial period in such job for a period of up to ninety (90) days. The trial period may be extended for an additional ninety (90) days, upon written notice before the conclusion of the first ninety (90) days. The Company may, at any time during this trial period, return the employee to the employee's former job with no loss of length of service. At the conclusion of a successful trial period, Employees will be advised in writing of their status.
- 16.4** If ensuing vacancies are caused by such promotions or transfers within the bargaining unit, they need not be posted for this five (5) day period if mutual agreement is reached between the Company and the Union. Such agreement will not be unreasonably withheld. If the vacancy referred to herein occurs without advance notice to the Employer, ~~the~~ Employer shall fill the vacancy from amongst bargaining unit Employees qualified to perform the tasks of the job until the job posting procedure has been completed.
- 16.5** Upon request, employees not promoted or transferred will be informed of the reasons for not being promoted or for not being transferred.
- 16.6** Without their consent, no employees shall be transferred or assigned to a position outside the bargaining unit and such employees will not be penalized for such refusal.
- 16.7** Employees required to perform in a job different from their regular job will not be penalized for errors committed during such performance, without considering the adequacy of training.

- 16.8** Employees temporarily transferred to a lower classification shall continue to receive their current rate of pay and benefits for the duration of such assignment.
- 16.9** An employee who applied for and accepts a tour contract shall receive the rate of pay for that job.
- 16.10** Employees temporarily upgraded to a higher rated job shall receive the rate on the new scale that is the closest amount above their current rate or five (5) percent whichever is greater for any time worked calculated in one (1) hour intervals.
- 16.11** At the time of assignment to a higher classification, employees shall be advised in writing of their temporary upgrading. This shall also be noted on the employee's time sheet.
- 16.12** Job selection for Regular positions shall be subject to the grievance procedure.

ARTICLE 17

Temporary/Casual Employees - Calling and Hiring Procedures

- 17.1** Hiring of Temporary or Casual employees shall be firstly from: the Arts Club Roster, then from Local 118, then from others who are qualified to perform the job in that order. The Employer shall advise the Union's designated call steward of any vacancies at least five (5) days in advance and in any event as soon as possible.

Calling Procedures

- 17.2** (a) A call shall be made as soon as possible, but not less than forty eight (48) hours prior to the time of the call, unless the Employer does not have sufficient information to set the call.
- (b) The Employer shall advise the Calling Steward of the Arts Club Theatre Roster of the time of the call, the number of persons required, the category of work for each person, the approximate times and lengths of meal breaks, and the approximate duration of the call.
- (c) If the Employer wishes specific persons, a list of the members of the Union that the Employer wishes to employ, including alternates, will be given to the Calling Steward at this time.
- (d) The Union shall endeavor to accommodate the Employer's request.
- (e) If less than forty eight (48) hours notice is given for a call, then subsection 17.2 (d) of this Article shall not apply, and nothing shall require the Calling Steward or the Union to supply the specific person or persons requested.
- (f) The Calling Steward shall inform the Company in a timely manner that the call has been filed and provide the names of those Employees on the call.
- (g) Employee replacements or substitutions for Employees hired for running crew will not be allowed except in the case of illness, injury, or at the request of the Union and agreement of the Employer.

Commencement of Call

- 17.3** A call shall commence at least thirty (30) minutes prior to the scheduled commencement time of the performance except by mutual agreement.

Tools

- 17.4** All Temporary/Casual employees assigned to fit-up/tear-down calls shall provide their own basic personal tools which shall include: claw hammer, pliers with side cutters, multi-driver, crescent wrench with safety strap, matt, knife, flashlight, 25 foot tape measure, pencil, and gloves.

ARTICLE 18

Cancellation, Postponement, or Reduction of a Call

- 18.1** To cancel, postpone, or reduce a call, in hours or size of crew without penalty; the Employer shall notify the Calling Steward or employee as much in advance as possible, but no later than the end of the employee's shift prior to the day of the change or twenty four (24) hours whichever is lesser. If such notice is not given the employee shall be credited with all hours originally scheduled plus any additional hours prior to the time of the call.
- 18.2** The Employer may use the Employees to perform alternate work. Any of the Employees may choose to not accept the alternate work, but in that event, those Employees are not entitled to compensation for the canceled, postponed, or reduced call.
- 18.3** If the Employer has no alternate work for the Employees to do, the Employer shall pay to the Employees an amount equal to one half the remuneration which the Employees would have earned for the call or through four (4) hours of work at the applicable rate whichever is greater.

ARTICLE 19

Layoffs

Regular Employee Layoffs

- 19.1** The Company will inform the Union through the Labour-Management Committee with respect to any planned layoff. In the event of layoff within a department, employees will be laid off in inverse order of length of service provided that the employee with the greater length of service has the qualifications and sufficient ability to perform the available work satisfactorily.
- 19.2** Employees about to be laid off from one job who have the qualifications and the ability to perform the requirements of the work available in another job may apply their length of service and revert to such other job. Employees exercising this right must advise the Employer in writing five (5) days of being advised of layoff. No junior (length of service) employee is to be displaced by a more senior (length of service) employee unless the senior employee has the qualifications and sufficient ability to perform the job filled by the junior employee.
- 19.3** In the event of layoffs, Regular employees affected will receive three (3) weeks notice or three (3) weeks salary in lieu of notice. Notice for Part-time employees may be provided

at the time ~~of hire~~ in the event the term of employment is less than ~~three~~(3) weeks. Salary in lieu of notice for Part-time regular employees shall be based on the average salary paid over the previous ~~three~~ (3) months.

- 19.4** When an employee is laid off, the Company will ~~continue~~ to pay its portion of the group health and welfare payments until the end of the month following the month in which the employee is laid off. The Employer's portion shall be the average of the payments made over the previous ~~three~~ (3) months.
- 19.5** The Company agrees that it will not schedule overtime in order to affect or extend layoffs.
- 19.6** An employee who voluntarily reverts to a lower job classification shall receive the rate of pay of that new job classification.

Temporary/Casual Employee Layoffs

- 19.7** The duration of temporary employment will be specified at the time of hiring.
- 19.8** If the project, for which a temporary/casual employee is hired, is ~~completed~~ or stopped before the originally specified date; then notice or pay in lieu ~~of~~ notice shall ~~be~~ given as follows:

Up to one week	1 day notice
1 to 2 weeks	3 days notice
2 to 3 weeks	5 days notice
3 to 4 weeks	7 days notice
4 to 5 weeks	9 days notice
Over 5 weeks	10 days notice

The employer may assign ~~alternate~~ work to the employee. If the employee chooses not to accept alternate work, the employee shall not be entitled to pay in lieu of notice.

ARTICLE 20

Temporary/Casual Employees - Holdovers and Early Closures

- 20.1** In the event of a holdover, the Employer shall advise the Union not less than one week prior to the original closing date of the production. Employees affected will exercise their option to ~~continue~~ working the production or be replaced. This option must be exercised within twenty four (24) hours of notice being given.
- 20.2** If the production for which a temporary employee was hired closes before the originally stated closing date, then ~~two~~ (2) weeks notice (or pay in lieu of notice) will be given.
- 20.3** For the purpose of this Article, a week ~~of~~ notice shall be defined as commencing on the half hour call on the first day of the week.

ARTICLE 21

Technological Change

- 21.1** In the event that the Company introduces or permits to be used any process, machinery or equipment which substitutes for, supplements or replaces any present process, machinery or equipment being operated as of the date of this Agreement by employees

within the bargaining unit, such process, machinery, or equipment shall be operated and maintained only by employees in the bargaining unit wherever possible and consistent with Article 23.

21.2 Should the introduction, replacement, supplementation or modification of any machinery, equipment, or device, which is or would fall under the jurisdiction of the employees in the bargaining unit, result in the layoff (as distinguished from layoffs caused by changes in productions) of employees, the Company agrees to the following conditions:

- (a) The Company will give the Union and the employees as much advance notice as is practicable, but not less than three (3) months notification of such layoffs or three (3) months pay in lieu of said notice plus all other benefits for the same period. Also, the employees shall receive severance pay pursuant to this agreement.
- (b) The Company shall state in writing, the nature of the changes contemplated and the number of jobs likely to be affected. Upon receipt of such notice by the Union, the parties shall arrange a meeting or meetings, for the purpose of conducting discussions to attempt to minimize any hardship to the employees affected. This shall be done by providing wherever possible, alternative employment within the Company for employees whose jobs have been eliminated or by joint efforts on the part of the Company and the Union to obtain employment outside the Company, and/or by any other means that the parties may, by mutual agreement decide upon. The Company will provide such employees reasonable time off during their normal work week without loss of pay, to be interviewed for positions outside the Company.

ARTICLE 22

Regular Employee Rehire

- 22.1** Regular employees shall be recalled into their most recently held regular job in order of their length of service.
- 22.2** In the event a regular job is eliminated, an employee with greater length of service shall be recalled before an employee with lesser length of service.
- 22.3** Regular employees who refuse or fail to return to work without sufficient reason; when a position of equivalent salary and hours of work is offered by the Company, will lose their Rehire rights.
- 22.4** Employees who accept and subsequently cannot perform the job satisfactorily, shall be returned to layoff status without prejudice.
- 22.5** The Company's responsibility to recall employees will be considered to be fulfilled if the Company gives notice in writing, by registered mail, to the former employee's last known address. It is the employee's responsibility to keep the employer informed of their current address or any temporary mailing address. Employees must notify the employer of their intention within ten (10) days of the letter being registered. It is agreed that, where time is of the essence that employees may be recalled by telephone.

ARTICLE 23

Assignment of Duties and Responsibilities

- 23.1** The Company agrees to continue to assign duties and the utilization of production equipment for Arts Club Theatre productions or work directly related to productions to bargaining unit employees as per current practice.
- 23.2** The Company will be contract out work normally performed by bargaining unit employees ~~for~~ Arts Club Theatre productions if such contracting out will result in avoiding the hiring of a member, or termination ~~or~~ downgrading of an existing employee. It is agreed that the Company may contract out, in the event appropriate space ~~or~~ equipment is not available, only upon mutual agreement.
- 23.3** The Company may use a specialist to maintain, test, adjust or repair any equipment or device operated ~~or~~ maintained by members of the bargaining unit. A member of the bargaining unit shall be assigned to assist or accompany such specialist in order to become familiar with the maintenance, test, adjustment, ~~or~~ repair being performed by the specialist; if such duties of the specialist would normally be assumed by member(s) of the bargaining unit.
- 23.4** When a third party contracts the company to construct or setup a stage set, bargaining unit persons shall be assigned to perform the work involved.
- 23.5** Non bargaining unit employees may perform bargaining unit work in an emergency or in order to train bargaining unit members.
- 23.6** It is understood that the following work practices by persons outside the bargaining unit are recognized by the Union, and the Company shall not be required to alter such practices:
- (a) It is understood and agreed that the Technical Director may, based on past practice, perform specific maintenance functions, and the construction and installation of special effects;
 - (b) Designers may continue the current practice of performing bargaining unit work related only to the execution of the artistic aspects of their job
 - (c) Volunteers, grant workers, students on practicums and persons on job training programs may perform bargaining unit work. The Employer agrees to present to the Labour Management Committee, prior to implementation, a full disclosure; including numbers of persons, dates of employment, hours of employment and the assignment of duties. Such person shall work under the direction of bargaining unit employees while bargaining unit work is being performed;
 - (d) Stage Management may perform bargaining unit work as follows:
 - (i) An apprentice Stage Manager may be assigned bargaining unit work after at least one (1) bargaining unit member (running crew) is hired, and shall be paid at the running crew rate;
 - (ii) The Stage Manager and/or the Assistant Stage Manager may operate ~~or~~ perform; dressing, live sound cues, props changes, curtains, flying, repatching, scene changes including scenery and stage truck

manipulation (manual or motorized), Followspot cues, and the operation of turntables.

23.7 It is agreed that the above provisions shall not be used to:

- (a) eliminate or avoid the hiring of bargaining unit employees.
- (b) cause a reduction in hours of work, a layoff or a termination of bargaining unit employees, or to avoid the recall of bargaining unit employees on layoff or to avoid the payment of penalties or premiums to bargaining unit employees, or, as a result of working on a continuing basis, prevent an increase of the workforce or to replace an employee on leave or vacation.

ARTICLE 24

Health and Safety

- 24.1** The Employer agrees that It is the responsibility of the Employer to make adequate provisions for the health and safety of employees during the hours of their employment.
- 24.2** The Union and the employees agree that employees share responsibility for their safety and health and agree to cooperate fully with the Employer on all matters of health and safety.
- 24.3** The Employer agrees to adhere to all the provisions of the Workers' Compensation Act of British Columbia and all rules and regulations thereto and any other statute Provincially or Federally dealing with the safety and health of the Company's employees.
- 24.4** Having due regard to health and safety, the Employer agrees to try to equalize the work load so that any individual employee is not repeatedly scheduled excessive hours of work.
- 24.5** The Employer agrees to furnish, if required, all non personal safety equipment including eye and ear protection, safety belts and harnesses and filter masks but not including footwear or gloves.
- 24.6** When dangerous and hazardous work is involved, all reasonable safety and precautionary measures shall be taken by the Employer. No employee shall be disciplined or discharged for refusal to work on a job or in any work place or to operate any equipment where there are reasonable grounds to believe that It would be unsafe or injurious to health to do so; or where it would be contrary to applicable Provincial or Municipal regulations or legislation.
- 24.7** An employee may, before performing tasks involving climbing or potentially hazardous duties, request the assistance of another employee. If an employee is assigned any job or task involving wiring connections to a breaker panel or hydro disconnect box, the employer agrees to provide a second person as a safety backup.
- 24.8** In the event that there are requirements for open flame or pyrotechnics on stage, there will be a minimum of two (2) persons backstage of which at least one (1) will be a bargaining unit member.
- 24.9** Problems involving safety and health are to be discussed between the Safety Committee members prior to calling in Inspectors from the Workers' Compensation Board. The Safety Committee shall be comprised of a representative of the Company and of the

Union, and in the event of disagreement a mutually acceptable third party referee shall be appointed. Where precautionary measures, as agreed by the Safety Committee, have not been taken, an employee's refusal to undertake such work will in no way be held against the employee or prejudice employment with the Company. The representatives of the Safety Committee will advise employees immediately if, in their opinion, they consider any matter referred to them to be safe or unsafe, healthful or unhealthful.

ARTICLE 25

Waivers

- 25.1** The Union agrees that when dealing with the Company's request for a waiver on bargaining unit positions or duties, the Union will assess the request in light of past practice and/or on its individual merits.

ARTICLE 26

Performance Reports/Discipline

- 26.1** An employee shall be notified in writing, of any written expression of dissatisfaction concerning work performance within fourteen (14) calendar days of cause for such dissatisfaction becoming known to management. The employee shall be advised of the exact nature of any complaint or accusation which may be detrimental to advancement or standing within the Company. If this procedure is not followed, such expressions of dissatisfaction shall not become part of the employee's record or used as evidence at any time. This Article shall not prevent verbal expressions of dissatisfaction, but such verbal expressions must be reduced to writing before becoming part of an employee's record.
- 26.2** The employee's written reply to such complaint or accusation if received within fourteen (14) calendar days after notice has been given pursuant to Article 26.1 above, shall become part of the Employee's record. Time limits may be extended by mutual agreement
- 26.3** Demotion or discipline of an employee who has completed the probationary period shall be for just and sufficient cause. The employee shall be given notice of the Employer's decision, and reasons to demote or discipline, in writing.
- 26.4** Dismissal of employees who have completed their probationary period, shall be for just and sufficient cause. The employee and the Union shall be given notice of the Employer's decision and reasons to dismiss in writing.
- 26.5** Any complaint recorded against an employee as a written expression of dissatisfaction shall automatically be removed from the employee's file after a twenty four (24) month period and may not be used in evidence against the Employee thereafter unless another written expression of dissatisfaction of a similar nature was given during that twenty four (24) month period.
- 26.6** Upon request for review by an employee, there shall be an evaluation of the employee's performance record at a mutually agreeable time.
- 26.7** Employees shall have access to their personnel file in the presence of management during office hours, once every six (6) months (or earlier if the case of a grievance), at a mutually agreeable time, but in no event later than three (3) days after the initial request.

- 26.8** The Union shall have access to Employee personnel files upon reasonable request, at a mutually agreeable time and in the presence of a management designate.

ARTICLE 27

Grievance Procedure

- 27.1** The Parties agree that every effort will be made to resolve complaints between employees and management before the complaint becomes a written grievance.
- 27.2** In the event of a dispute between any member or members of the bargaining unit and the Company, in reference to the application, administration, interpretation or alleged violation of this Agreement, the following shall be the procedure for adjustment and settlement thereof:

Step 1:

The grievance shall be presented in writing to the Employer or designate within ten (10) days of the arising of such grievance when the nature of the grievance shall be discussed, in an attempt to reach a settlement. Management shall respond in writing within five (5) days of receipt of the written grievance outlining the Employer's position.

Step 2:

Failing a settlement at Step 1, the Local grievance committee shall meet with the Managing Director or designate, in order to attempt to settle the grievance within ten (10) days of the Step 1 response. The Employer shall respond with a position within five (5) days of the Step 2 meeting.

Step 3:

Should the Union disagree with the written position of the employer, the matter may be referred to the Ministry of Labour pursuant to the Labour Relation's Code upon mutual agreement of the parties; or to a special investigation pursuant to the Labour Relation's Code or to a mutually acceptable single arbitrator. The Company and the Union shall bear the Arbitrator's costs equally.

- 27.3** The arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement, but shall hear the parties and settle the terms of the question to be arbitrated and made the award within fifteen (15) days from the date of the hearing. This time limit may be extended by mutual agreement of both parties. The decision of the arbitrator shall be final and binding on both parties.
- 27.4** In dismissals and matters of general concern where time is of the essence, the matter may be admitted at Step 2 of the grievance procedure.
- 27.5** Time Limits: Any time limit mentioned under the grievance procedure shall exclude Saturdays, Sundays, and Statutory/General Holidays, and may be extended by mutual consent.
- 27.6** Employees shall suffer no loss of pay or other benefits while attending grievance meetings with the Company.

ARTICLE 28

Work Week Schedule

Full Time regular employees

- 28.1** The work week for Full time regular employees shall be guaranteed, consist of a minimum of forty (40) hours and shall apply and commence at 12:01 am Monday. The hours of work shall be exclusive of meal periods but inclusive of breaks.

Tour of Duty or Call

- 28.2** A call shall mean the authorized and/or approved time worked by, or assigned to, an employee with a minimum credit of four (4) hours; calculated in increments of one quarter (1/4) hour in which work was performed. If work extends beyond midnight such work shall be considered as falling wholly within the calendar day in which it starts.

Split Shifts

- 28.3** Split shifts may be scheduled provided that:
- (a) no shift of less than 8 hours may be split
 - (b) no shift may be split more than once
 - (c) all split shifts must be worked within a 12 hour period,

Posting of Schedules

- 28.4** Each regular employee's schedule for any week shall be posted weekly one week in advance in a consistent place except for schedules covering a production week in which case the schedule will be posted as early as possible but in no event later than Thursday prior to the week in question. It is recognized that the building maintenance position is scheduled on an as and when required basis.
- 28.5** Temporary/Casual employees schedules for any week shall be posted as early as possible, but in no event later than the first day of work. It is the intent to ensure that each employee is advised of their work schedule at the earliest possible time.
- 28.6** Each employee's schedule shall state clearly daily starting time, finishing time, meal breaks, and days off.
- 28.7** In the event that the employee's schedule for any week is not posted in accordance with this Agreement the previous weekly schedule shall carry over until a new schedule is posted.
- 28.8** After posting there shall be no reduction in the number of hours scheduled for any day in the week without notice being given by the end of the employee's shift one day prior to the day in question.
- 28.9** An employee's days off will not be changed once the schedule has been posted, unless mutually agreed.

Change of Starting Time

- 28.10** Notice of any change of starting time shall be given as much in advance as possible, but no later than the end of the employee's shift prior to the day of the change. If such notice is not given the employee shall be credited with all hours originally scheduled plus any additional hours. This article does not apply to an employee who is covering the first (1st) day of absence of another employee.
- 28.11** Prior to going on vacation of four (4) days or more, when a schedule covering the period of the vacation is not posted an employee shall be given a prearranged day to report back.
- 28.12** It is the intent of the foregoing to insure that employees shall be apprised of their daily work schedule at the earliest possible time. It is the Company's responsibility to inform employees of any change in their schedule.

ARTICLE 29

General Wage Provisions

- 29.1** The terms "basic rate", "regular rate", etc. are understood to mean the basic hourly rate of the employee involved.
- 29.2** All overtime, meal penalties and premiums and penalties must be authorized by the Production Manager, the Technical Director or management designate, before it is worked.
- 29.3** Payment for overtime work, premiums and penalties shall be made at the next scheduled pay day, and in any event not later than fourteen (14) days after receipt of a properly completed timesheet.
- 29.4** Each employee will complete a timesheet daily as prescribed by the Company, and this timesheet will be kept in a place prescribed by the Company. This timesheet shall be signed by the employee and submitted to the Company at the end of their final shift for the week covered by the timesheet. The timesheet will be retained as a permanent record by the Company. Where there has been a change to a timesheet, the Company will provide copies of each timesheet for the pay period in question. It is the responsibility of the Company to calculate the employee's pay on the basis of the information supplied on the timesheets. The Company will provide a breakdown of the pay calculations and such breakdown will be recorded on the employee's pay cheque stub. In the event of any dispute arising regarding pay cheques or timesheets the employee involved and the Union shall have access to the employee's pay records upon reasonable notice to the Company.
- 29.5** Employees assigned off premises shall submit timesheets as soon as possible upon returning from such assignment.
- 29.6** Employees will be paid every Friday for work completed in the week prior. If Friday is an employee's scheduled day off, the employee's pay cheque will be made available by 5:30 p.m. on Thursday.
- 29.7** Temporary/Casual employees will have their vacation pay paid out at the end of their assignment at the rate of four (4) percent.

29.8 All wage rates in Article **30** shall be reduced by fifty cents (\$0.50) for the duration of the probationary period or a maximum of three **(3)** months.

ARTICLE 30

Salary Groups and Wage Scales

Regular Employees

Jan U94	Jan 2/95	July 2/95	July 2/96	Jan 2/97	July 2/97
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Group 1

Production Assistant					
9.95	10.44	10.64	10.84	11.05	11.25
Wardrobe Maintenance					
9.03	9.48	9.92	10.36	10.80	11.25

Group 2

Production Secretary					
9.60	10.32	10.93	11.54	12.00	12.50

Group 3

Building Maintenance					
11.13	11.68	12.26	12.84	13.42	14.00
Second Carpenter					
11.68	12.26	12.70	13.14	13.58	14.00
Second Electrician					
10.60	11.68	12.26	12.84	13.42	14.00

Group 4

Head Scenic Carpenter					
12.44	13.06	13.67	14.28	14.89	15.50
Head Properties					
14.39	14.53	14.77	15.01	15.25	15.50
Head Electrician					
11.85	12.44	13.21	13.98	14.75	15.50
Head Wardrobe					
14.39	14.53	14.77	15.01	15.25	15.50
Head Scenic Artist					
12.44	13.06	13.67	14.28	14.89	15.50

Effective November 1, 1993 until January 2, 1995 regular employees shall receive wage increases on their anniversary date or the date specified whichever is sooner.

Salary Groups and Wage Scales

	<u>2011 1pl 1</u>				
Nov 1/93	Jan 2/95	July 2/95	July 2/96	Jan 2/97	July 2/97

Group 2

Seamster, Painter, Running Crew (Stage and Followspot), Tour Assistants

See *	11.07	11.32	11.72	11.97	12.50
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Group 3

Electricians, Carpenters, Assistant Rentals, Assistant Props Builders, Fit Up and Tear Down Crews, Scenic Artist, Cutter, Board Operator - Lighting and Sound, Tour Technicians

See *	11.82	12.32	12.72	12.97	13.50
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Group 4

Head Rentals

12.44	13.00	13.50	14.00	14.50	15.00
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*pay rate is Nov. 1, 1993 rate(s) plus **five** percent (5%)

ARTICLE 31

Meal Periods

31.1 There shall be no work assigned during meal periods.

First Meal Period

31.2 In shifts of more than 5 hours, a meal period of not less than 30 minutes shall be scheduled no earlier than the third (3) hour and beginning no later than the end of the fifth (5) hour.

31.3 When an employee is not scheduled to take a meal period within the time limits required by this Article, the employee shall receive, in addition to regular salary, compensation of one half (1/2) the basic hourly rate for each hour or part thereof worked. This compensation is to be computed from the end of the fifth (5) hour until the meal period is scheduled.

Second Meal Period

31.4 A second meal period of not less than 30 minutes shall be scheduled in shifts of more than 10 hours. The second meal period shall be scheduled no earlier than three (3) hours after the first meal period has ended and no later than the end of the fifth (5) hour following the first meal period.

- 31.5** In the event that a second meal period is not scheduled or taken, thirty (30) minutes shall be added to the end of the shift as time worked.
- 31.6** In the event that employees are scheduled to work where no facilities to obtain an appropriate meal are readily available for the crew during their assigned ~~second~~ meal period, the Company shall:
- (a) Allow the crew sufficient added time to obtain an appropriate meal or;
 - (b) At Company expense, furnish the crew with an appropriate meal.

ARTICLE 32

Break Periods

- 32.1** Employee shall be entitled to one fifteen (15) minute break period during each four (4) hours worked.
- 32.2** The timing of breaks shall conform with the requirements of the work assignment,
- 32.3** Break periods may be taken in conjunction with a meal period where there is mutual agreement.
- 32.4** It is agreed that break periods may not be possible during a performance or a rehearsal call.

ARTICLE 33

Days Off

- 33.1** Regular employees in the bargaining unit except electricians and wardrobe maintenance shall be entitled to receive ~~two~~ (2) ~~consecutive~~ days off per work week which shall be defined as ~~forty-eight~~ (48) hours plus the ~~turn-around~~ period of ten (10) hours for total of ~~fifty-eight~~ (58) hours. Electricians and Wardrobe Maintenance employees may be scheduled to work on the sixth day at regular rates subject to overtime provisions.
- 33.2** All employees shall be entitled to receive a minimum of one (1) day off per week. A day off shall be defined as twenty-four (24) hours plus the turnaround period of ten (10) hours for a total of thirty-four (34) hours..
- 33.3** Days off may be scheduled pursuant to the ~~terms~~ of the variance (s) applied for in Letter of Understanding Number 3.
- 33.4** Work performed on scheduled days off shall be considered overtime.
- 33.5** The days in any work week may not necessarily be consecutive; they may be separated by the day(s) off.
- 33.6** Two (2) scheduled days off may be separated by a holiday only when no work is scheduled on that holiday.

ARTICLE 34

Overtime

- 34.1** Work will not extend into overtime without approval of the Employer. The employee shall have the right to refuse unscheduled overtime, however, scheduled overtime shall be worked when required by the employer.
- 34.2** No payment shall be made for encroachments where an employee attends grievance meetings with management.
- 34.3** By mutual agreement time off in lieu of overtime payment may be banked at the applicable rate. Banked time off is to be scheduled at a mutually agreeable time.

Overtime Rates

- 34.4** Overtime will be calculated at the rate of one and one half (1.5) times the straight rate for the following except as provided in 34.6:
- (i) Time worked in excess of eight (8) hours.
 - (ii) Time worked in excess of forty (40) hours per week.
 - (iii) All hours worked on a scheduled day off.
 - (iv) All hours worked after an employee has been called back to perform further work on a day when they have already been released after having completed their scheduled shift. Employees shall have the right to refuse call back except in emergency situations.
 - (v) All hours that encroach on the turnaround period. A turnaround period is the period of at least ten (10) hours between the end of one shift and the beginning of the next shift.
- 34.5** Overtime will be two times the straight time rate for the following except as provided in 34.6:
- (i) Time worked in excess of eleven (11) hours in a working day.
 - (ii) Time worked in excess of eight (8) hours on a scheduled day off.
 - (iii) Time worked in excess of eight (8) hours after encroaching on a turnaround period.
- 34.6** The parties agree to apply variances to overtime pursuant to Letter of Understanding Number 3 and authorized by the Director of Employment Standards:
- (a) The full time regular: carpentry shop, properties, and wardrobe employees, may work a six (6) day schedule of up to eight (8) hours at straight time with the sixth day being banked to provide a three (3) day weekend the following week;
 - (b) The Head Electrician and the Second Electrician may work a cycle as defined in the attached schedule as per variance #2, to provide an averaging of hours and pay equivalent to a forty (40) hour work week.

ARTICLE 35

Night Differential

- 35.1** When an employee works between 0000 hours (12:00 midnight) and 0700 hours (7:00 am.) all hours shall be compensated for at an additional two dollars (\$2.00) per hour. Night differential shall not be deemed overtime or part of basic pay.

ARTICLE 36

Vehicle Expenses

- 36.1** The Company agrees to reimburse each employee for all legitimate vehicle expenses when travel is authorized by the Company.
- 36.2** If employees are authorized to use their own vehicle in connection with their assigned duties they shall be reimbursed at the rate of thirty (30) cents per kilometre.
- 36.3** When employees on approved Company business are involved in an accident resulting in damage to their vehicle and the amount of damage cannot be recovered from any other person or persons, the Company agrees to reimburse the employee for the deductible amount of the employee's car insurance policy to a maximum of \$500.00
- 36.4** Any additional vehicle Insurance premiums required due to using a personal vehicle for approved business purposes shall be reimbursed by the Company.
- 36.5** It is expressly agreed that the use of an employee's vehicle in executing the business of the Company is not compulsory, or a condition of employment, provided that the employee's vehicle is not one for which payment of additional insurance has been made by the Company as provided for in this Article.
- 36.6** The Company agrees to maintain adequate liability insurance on all vehicles owned, leased, or rented by the Company which any employee may be requested to drive.

ARTICLE 37

Report Point, Travel Time, and Expenses

Travel time. unpaid

- 37.1** Employees may be assigned to report to work at the commencement of the call to a report point within the Greater Vancouver Regional District in lieu of the Arts Club Theatre. In the event an employee wishes to utilize Employer supplied transportation, arrangements will be made to leave from the Arts Club Theatre in time to report to the assigned worksite.

Travel time. paid

- 37.2** (a) Time spent traveling will be considered time worked except as otherwise provided in this agreement.
- (b) After the commencement of a shift, time spent traveling within the Greater Vancouver Regional District will be considered time worked.

- (c) In the event employees are assigned to work outside of the Greater Vancouver Regional District, time spent traveling from the original report point will be considered time worked.

Overnight stays

- 37.3** When an employee is assigned to an out of town location and is required to remain overnight, the Company will arrange reasonable double room accommodation with a shower and/or bath.
- 37.4** Employees requiring overnight accommodation shall receive an accommodation and meal allowance per diem of eighty four dollars (\$84.00).

It is understood that partial days will be prorated as follows:

Breakfast	\$ 8.00	prior to 12:00 NOON
Lunch	\$12.00	after 12:00 NOON
Dinner	\$18.00	after 6:00 PM

Such allowances shall be increased pursuant to the Canadian Actors Equity Agreement in effect.

- 37.5** Employees will be given an advance to cover expenses upon request. Such request shall be made with reasonable notice.

ARTICLE 38

Co-Productions

- 38.1** A Production shall be defined as a co-production when production costs and liabilities are substantially shared between the Employer and up to two (2) other Producer(s) (total of three (3)).
- 38.2** A co-production is not considered to be a touring production when presented in a co-producer's venue. When a co-production is presented in the co-producer(s) venue(s) the co-producer(s) may use their own employees.
- 38.3** Where a co-production is co-produced or built by the Arts Club and moved to the first co-producer's venue, the Employer agrees to ensure that sufficient bargaining unit members are employed as are necessary to supervise the installation of the production in the co-producer's venue. If a co-production moves to a fourth co-producer's venue or a non co-producer's venue; such production as a result shall become a touring production, then the provisions of **TOURING PRODUCTIONS** shall apply.

ARTICLE 39

Touring Productions

General

- 39.1** A production is defined as a touring production when it meets all of the following conditions:
- (a) The production plays in more than one location and;

- (b) The touring personnel are required to remain overnight at a place other than their usual place of residence and;
 - (c) The production is presented in venues other than the venues of the co-producer(s).
- 39.2** The Parties agree that tour employees may be hired by name request: firstly from the Arts Club Roster, then the membership of Local 118, then from others who are qualified to perform the job, in that order.
- 39.3** The parties agree that there shall be no leave of absence for Union business granted while on tour except by agreement (in writing) of the Company.

Payment, Premiums

- 39.4** It shall be the responsibility of the touring employees to avoid incurring penalties and premiums wherever possible. Touring employees shall get authorization from the Company Manager or Tour Coordinator wherever possible before incurring penalties and premiums.
- 39.5** Tour Employees will be paid for all scheduled hours, including overtime and premiums every Friday for the work completed the week prior. Upon completion of the tour and receipt of touring employees timesheets, all unscheduled overtime and premiums will be paid on the next payday or in any event within 14 calendar days.
- 39.6** Touring employees will not be credited for time spent traveling on a public carrier when suitable sleeping facilities are provided.
- 39.7** A turnaround period shall be at least eight (8) hours between the end of one shift and the beginning of the next shift. All hours that encroach on the turnaround period shall be paid at one and one half times the straight time rate. All hours worked in excess of eight (8) shall be paid at one and one half times the straight time rate and all hours worked in excess of eleven (11) shall be paid at two (2) times the straight time rate.
- 39.8** Touring Employees shall be paid seventy five (75) percent of their regular wage rate, in no event less than nine (\$9.00) per hour, while traveling between venues.
- 39.9** Timesheets shall be submitted, at the latest, on completion of the tour.

Work Schedule

- 39.10** Tour employees shall be supplied with an itinerary which shall contain dates and places of performances, distance between cities, estimated hours of travel and scheduled days off. The itinerary shall be supplied at least one week prior to the commencement of the tour. Amended itinerary sheets shall be supplied as further bookings are arranged.
- 39.11** After posting of itinerary sheets there shall be no reduction in the number of hours scheduled except as follows:
- (a) To cancel, postpone, or reduce a call, in hours or size of crew; the Employer shall notify the Calling Steward or employee as much in advance as possible, but no later than the end of the employee's shift prior to the day of the change or twenty four (24) hours whichever is lesser. If such notice is not given the employee shall

be credited with all hours originally scheduled plus any additional hours prior to the time of call.

- (b) The Employer may use the Employees to perform alternate work. Any of the Employees may choose to not accept the alternate work, but in that event, those Employees are not entitled to compensation for the canceled, postponed, or reduced call.
- (c) If the Employer has no alternate work for the Employees to do, the Employer shall pay to the Employees an amount equal to one half the remuneration which the Employees would have earned for the call or through four (4) hours of work at the applicable rate whichever is greater.
- (d) in the event of cancellation due to force majeure, the Employer shall not be obliged to provide notice or pay for such scheduled hours not worked. Employees shall be paid for a minimum four (4) hour call. All expenses shall be paid including, for example: per diem.

Meal Breaks

- 39.12** Lunch Break: There shall be a 30 minute lunch break and sufficient added time to obtain the meal.
- 39.13** Dinner Break: There will be a minimum 90 minute dinner break which includes time required to obtain the meal.
- 39.14** In the event that the above lunch and/or dinner break cannot be taken, the Company will provide or reimburse the expenses of an appropriate meal.

Overnight Accommodation and Per Diem

- 39.15** When an employee is assigned to an out of town location and is required to remain overnight, the Company will arrange reasonable double room accommodation with a shower and/or bath.
- 39.16** Employees requiring overnight accommodation shall receive an accommodation and meal allowance per diem of eighty four dollars (\$84.00).

It is understood that partial days will be prorated as follows:

Breakfast	\$ 8.00	prior to 12:00 NOON
Lunch	\$12.00	after 12:00 NOON
Dinner	\$18.00	after 6:00 PM

Such allowances shall be increased pursuant to the Canadian Actors Equity Agreement in effect

- 39.17** Tour Employees will be paid per diem on the Friday prior to the week worked.

ARTICLE 40

Vacations

- 40.1** Each regular employee is entitled to vacations and vacation pay as follows:

- (a) Less than one (1) year length of service: One (1) day for each month of completed service, to a maximum of ten (10) days with pay at four percent (4%) of gross earnings.
 - (b) After one (1) year but ~~less~~ than three (3) years length of service: Two (2) weeks vacation with pay at four percent (4%) of gross earnings.
 - (c) After three (3) years length of service but ~~less~~ than six (6) years: Three (3) weeks vacation with pay at six percent (6%) of gross earnings.
 - (d) After six (6) years length of service: Four (4) weeks vacation with pay at eight percent (8%) of gross earnings.
- 40.2** Vacation time will be scheduled by mutual agreement with the employer and will take into account the employer's operations and staffing requirements. Vacation requests will be submitted to the employer in writing at least thirty (30) days prior to the first day of proposed vacations. The employer agrees to respond to vacation requests within fourteen (14) days of submission.
- 40.3** in the event that two or more employees in the same job function request the same vacation period, then seniority will be the determining factor.
- 40.4** Every employee shall be entitled to have at leave three (3) weeks of vacation period consecutively unless requested otherwise by the employee and approved by the Company.
- 40.5** Should a statutory or General holiday occur while an employee is on vacation the Employee shall receive an additional day off with pay.
- 40.6** An employee's scheduled vacation period shall not be changed except by mutual agreement between the employee and the company.
- 40.7** The employer agrees to schedule the employees annual vacation within ten months after the anniversary date of each year of employment.
- 40.8** Employees may request to begin and end their vacation in conjunction with days off, plus any additional days banked or added pursuant to this agreement and such request will not be unreasonably denied.

ARTICLE 41

Statutory/General Holidays and Payment

- 41.1** The designated Statutory/General Holidays are as follows:

New Year's Day	Good Friday
Labour Day	Thanksgiving Day
Victoria Day	Canada Day
Remembrance Day	Dec. 24
Christmas Day	B.C. Day

General

- 41.2** It is understood that the payment provisions for Statutory/General holidays shall not preclude overtime provisions pursuant to this Agreement.
- 41.3** With respect to this Article: an employee shall receive payment at the application rate or, upon request of the employee, shall be permitted to bank time off in lieu at the applicable rate.
- 41.4** Employees shall not be required to work on Christmas Day.

Eligibility for Statutory/General Holiday Pay

- 41.5** An employee will be eligible to receive pay for a Statutory/General holiday provided:
- (a) The employee has been on payroll for thirty (30) days prior to the holiday and has performed work on twelve (12) of the 30 calendar days before the holiday.
 - (b) The employee has worked the last regularly scheduled shift immediately prior to the holiday and his first regularly scheduled shift following the holiday;
 - (c) The eligibility requirements in paragraph (b) above will be waived by the Employer when the employee's absence from an eligibility shift has been approved by the Employer, or when the employee fails to satisfy the eligibility requirements only because of a bona fide sickness or accident. The employer is entitled to require a doctor's certificate as proof of such sickness or accident and any abuse of this provision by an employee may be cause for discipline.

Payment for General/Statutory Holidays

- 41.6** An Employee who qualifies according to the eligibility requirements above is entitled to a regular day off with pay or:
- (a) An employee who is scheduled by the Employer to work on a Statutory/General holiday, shall be paid one and one half times the normal wage rate for any hours so worked, with a minimum credit of four (4) hours in addition to a regular day off subject to eligibility requirements above, or;
 - (b) Where an employee worked varied hours, the pay for the holiday is calculated as the average of earnings, exclusive of overtime, for the days worked in the four (4) week period immediately preceding the week in which the statutory/general holiday occurs.
- 41.7** If the holiday falls on a scheduled day off and the employee is required to work the employee shall be paid two (2) times the normal wage rate for any hours so worked, with a minimum credit of 4 hours in addition to a regular day off.
- 41.8** If the holiday falls on a scheduled day off and the employee is not required to work the employee shall receive an additional day off with pay at a mutually agreeable time no later than the employee's next annual vacation.

ARTICLE 42

Leaves of Absence

Definition of Spouse

- 42.1** A spouse is defined as a cohabitant of one ~~(1)~~ or more who has been publicly represented as a spouse including a same sex partner.

Compassionate Leave

- 42.2** When an employee is ~~required~~ to be absent from work due to a death in the immediate family, (parent, parent in law, grandparent, grandparent in ~~law~~, child, sibling, sibling in law, spouse, grandchild, legal guardian), the employee shall be entitled to a leave of absence with pay for up to three (3) scheduled shifts. Such time off shall ~~be~~ arranged by mutual agreement.
- 42.3** Upon request of the employee, compassionate leave without pay will be extended where possible.
- 42.4** In the event that an employee desires leave without pay for personal reasons, application shall be made in writing to the company stating the reasons for such leave and the duration of such leave. The granting of such leave shall be at the sole discretion of the employer.

Maternity Leave

- 42.5** The maternity leave provisions of the Employment Standards Act are applicable to the regular employees covered by ~~this~~ agreement
- 42.6** Upon request, a regular employee with a newborn child or who adopts a child may take an unpaid leave of absence of up to 6 months.
- 42.7** Every regular employee who ~~intends to take~~ a leave of absence under ~~this~~ Article shall:
- (a) give at least four weeks ~~notice~~ in writing to the employer unless there ~~is~~ a valid reason why such notice cannot be given, and;
 - (b) inform the employer in writing of the length of leave intended to be taken.

Paternity Leave

- 42.8** A regular male ~~employee~~ whose spouse becomes pregnant ~~will~~ be given leave of absence without loss of length of service on the occasion of the birth of his child on the following basis:
- (a) The employee will inform the Company at least one (1) month before the desired leave of absence which may be before and/or after the birth, and will supply a medical report on request confirming that his spouse ~~is~~ pregnant and indicating the anticipated date of delivery;
 - (b) Leave of absence without pay shall be granted for a period of ~~up~~ to four (4) days;
 - (c) Additional periods of leave may be granted at the discretion of the employer;

- (d) The right to refuse unscheduled overtime will not apply to employees covering persons on the first day of paternity leave.

Jury Duty

- 42.9** Regular employees called for Jury Duty shall continue to receive their regular rate of pay, less any amount paid in respect to such jury duty, for any day the Employee is regularly scheduled for work.

ARTICLE 43

Severance Pay

- 43.1** In the case where a regular employee who has acquired length of service is laid off and not recalled within the period of recall rights, the Employee shall be entitled to one weeks pay per year of service (prorated) with the Company to a maximum of eight (8) weeks of pay.
- 43.2** Previous length of service for employees who have worked prior to this agreement is agreed to be as listed and attached to this agreement.

ARTICLE 44

Disability Pay

- 44.1** The Arts Club Theatre agrees to continue the salary of a regular employee who works an average of 20 hours per week or more in accordance with 44.1 (c) below; during the first two weeks of absence from work due to illness or accident as follows:
- (a) 60% of salary up to the current Unemployment Insurance maximum;
 - (b) the benefit will be payable from the first day of accident or fourth working day of illness;
 - (c) in the case of an employee who works varied hours, the salary will be calculated as the average of the employee's earnings (exclusive of overtime) for the four (4) week period immediately preceding the week the employee was absent;
 - (d) the Employer is entitled to require a doctor's certificate as proof of such sickness or accident.

Eligibility requirements

- 44.2** You are eligible and continue to be eligible while you meet all of the following conditions.
- (a) You regularly work for the Employer at least twenty (20) hours each week, and;
 - (b) You have completed the probationary period, and;
 - (c) You are a resident of Canada.

ARTICLE 45

Union Dues

- 45.1** All employees of the Company, in the bargaining unit, who are or become members of the Union, shall remain members of the Union in good standing, as a condition of employment.
- 45.2** The Company agrees to deduct dues and/or assessments as levied by the Union pursuant to the Union's Constitution and Bylaws. The deductions are to be based on the gross earnings of every employee in the bargaining unit, beginning with the date of hiring in the bargaining unit. The Company will be notified in writing by the Union of any changes in the rate of deductions.
- 45.3** The Company agrees to remit the monies so deducted to the Union monthly by cheque payable at par in Canadian funds. The Company shall remit such dues by the fifteenth (15th) of the month following the month for which the dues are deducted and shall include with such remittance a statement showing the names of the employees from whom deductions have been made and the respective amounts deducted.

Plans ARTICLE 46

Health & Welfare and Pension

Health Plan Contributions

- 46.1** The Employer will pay the following premiums into the I.A.T.S.E. Local 118 Health and Welfare Trust Fund.
- (i) Commencing January 2, 1995: 2.25% of earnings for all Regular Employees.
 - (ii) Commencing August 1, 1995: 2.25% of earnings for all Temporary/Casual Employees.

Earnings shall include Vacation and Holiday pay for each Employee.

Savings Plan Employer Contribution

- 46.2** In addition to the above the Employer shall contribute and remit to the I.A.T.S.E. Local 118 Health and Welfare Trust Fund, one (1) percent of each Employee's total wages paid commencing December 31, 1997. These amounts will be submitted on an individual basis on the appropriate form supplied by the Health and Welfare Trust Fund, and upon submission the Employer's responsibility ceases.

Savings Plan Employee Contribution

- 46.3** Effective July 2, 1996, the Employer will deduct fifty (50) cents for every hour worked from every I.A.T.S.E. Local 118 member employed under this Agreement and remit same to the I.A.T.S.E. Local 118 Health and Welfare Trust Fund. These amounts will be submitted on an individual basis on the appropriate form supplied by the Health and Welfare Trust Fund, and upon submission the Employer's responsibility ceases.

ARTICLE 47

Education. Seminars. Etc.

- 47.1** When a regular employee is required to attend course in order to adhere to governmental regulations, to address concerns of the Health and Safety Committee, or as deemed necessary by the Company to remain current with emerging technology, equipment, methods, or machinery: the company shall:
- (a) pay for tuition and required supplies;
 - (b) pay the employee for hours in attendance at such course.
- 47.2** Employees shall be reimbursed for up to fifty percent (50%) of tuition and supply costs upon successful completion of any course. Employees shall make written application to the Employer and must receive prior written approval to attend such course.

ARTICLE 48

Existing Benefits

- 48.1** Existing benefits of employment not defined in this agreement shall not be changed except as follows:
- (a) Proposed changes will be submitted to the Labour Management Committee for a recommendation to the parties.
 - (b) Changes shall not be applied in a discriminatory manner.
 - (c) Any dispute or disagreement may be referred to the grievance procedure.

ARTICLE 49

Duration of Agreement

- 49.1** This agreement shall be effective from November 1, 1993 until December 31st, 1997 inclusive.
- 49.2** Where notice of desire to modify this Agreement is given, a meeting shall be held within twenty (20) days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.
- 49.3** It is understood and agreed that all provisions of this Agreement shall remain in full force and effect during the Collective Bargaining Process.
- 49.4** The Parties hereto agree that the operation of Section 50 (2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.
- 49.5** 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.

All of the foregoing is agreed this 16th day of December, 1994

For the Union

For the Company

LETTER OF UNDERSTANDING#1

Between the

International Alliance of Theatrical Stage Employees Local 118

And

The Arts Club Theatre Society

Re: Discipline

It is understood that ~~for~~ the purposes of this agreement that "just Cause" shall include but may not be limited to:

Breach of rules, lack of ability, unsatisfactory performance, repeated unauthorized absence, insubordination, theft, fraud, criminal activities directly affecting the job.

The employer agrees to apply the rules of progressive discipline in **all** matters of discipline.

Signed this 16th day of December, 1994.

For the Company

For the Union

LETTER OF UNDERSTANDING#2

Between the

International Alliance of Theatrical Stage Employees Local 118

And

The Arts Club Theatre Society

Re: Apprentice Stage Manager

It is agreed that in instances where the Company wishes to employ an Apprentice Stage Manager, and that apprentice may be assigned Bargaining Unit work, the Company shall inform the Union of the Agreement. When such a request is made, a waiver will not be unreasonably denied.

An Apprentice Stage Manager may be assigned Bargaining Unit work as defined in Article 23, (23.6(d)(1)), and will be paid running crew rate during the run of the show, and will pay the required Union dues on those wages,

Union Rehire provisions of Article 22 shall not apply when hiring an Apprentice Stage Manager.

Signed this 16th day of December, 1994.

For the Union

For the Company

LETTER OF UNDERSTANDING#3

Between the

International Alliance of Theatrical Stage Employees Local 118

And

The Arts Club Theatre Society

Re: Overtime Variance

The parties agree to jointly apply for a variance to the provisions of the Employment Standards Act for two variances to the overtime provisions of the Act in accordance with this agreement.

Variance 1, upon approval of the Director, shall apply to the Shop, Wardrobe, and Properties department employees only as agreed in this Collective Agreement and as approved pursuant to the Act.

Variance 2, upon approval of the Director, shall apply to the Head Electrician and the Second Electrician only as agreed in this Collective Agreement and as approved pursuant to the Act.

In the event that such variance is not granted or approval is subsequently withdrawn, the parties agree to negotiate the application of overtime to the above noted employees. In the interim, all minimum provisions of the Act and this agreement shall apply.

Dated this Day of October 1994

For the Employer

For the Union

Full Time Electricians Work Schedule as per Variance #2

Electricians Five Week Averaging Cycle:

During the Production week and Opening week (the weeks that a show is installed in the theatre) Full time Electricians can work up to ten (**10**) hours per day without incurring overtime. In such cases the ninth and tenth hours worked shall be included in the averaging calculation, and shall be credited at straight **time**. Hours worked in excess of forty (40) in weeks one and two will be averaged off in weeks three through five.

Week #1

	Hours
Monday	10
Tuesday	10
Wednesday	10
Thursday	10
Friday	10
Saturday	8
Sunday	0
TOTAL	58

Week #2

Monday	9
Tuesday	9
Wednesday	8
Thursday	4
Friday	4
Saturday	8
Sunday	0
TOTAL	42

Week #3

Monday	4
Tuesday	4
Wednesday	8
Thursday	4
Friday	4
Saturday	8
Sunday	0
TOTAL	32

Week #4

Monday	4
Tuesday	4
Wednesday	8
Thursday	4
Friday	4
Saturday	8
Sunday	0
TOTAL	32

Week #5

Monday	4
Tuesday	8
Wednesday	8
Thursday	4
Friday	4
Saturday	2
Sunday	0
TOTAL	36

The dates this cycle begins will be posted prior to the commencement of each season.

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