

Collective Agreement

Between

The Royal and McPherson Theatres Society

and

**The International Alliance of Theatrical Employees, Moving
Picture Technicians, Artists and Allied Crafts**

of

**The United States and Canada
Local 168 (Vancouver Island)**

This Agreement, dated _____, between:

The Royal and McPherson Theatres Society (hereinafter called the “Employer”) of the first part

and;

The International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO, LC, local #168, (hereinafter called the “Union”) of the second part.

ARTICLE 1 - GENERAL PURPOSE

- 1.01 The Employer and the Union hereby agree that it is to their mutual interest to establish and maintain a relationship of good will, stability and respect between the Employer and the employees represented by the Union.
- 1.02 The General Purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours of work and wages, and to provide for Union security and the prompt and equitable disposition of grievances for both parties subject to the provision of this Agreement.
- 1.03 This Agreement shall constitute the working conditions for the employees of the Employer except those positions excluded under Article 2, Union Recognition.
- 1.04 All of the terms and conditions of the Agreement will apply equally to all employees without discrimination as to sex, race, age or religion, as defined by the Human Rights Act.

ARTICLE 2 - UNION RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Royal and McPherson Theatres Society as set forth in the BCLRB Certificate as varied on November 3, 1999, in accordance with this Agreement.
- 2.02 The following positions of:

Executive Director
Director of Technical and Building Services
Director of Client Services
Finance Manager
Box Office Manager
Front of House Manager

are excluded from the bargaining unit and may not perform bargaining unit work, except:

- a) For the purposes of instruction;
- b) In cases of unforeseen staff shortages;
- c) In response to emergency, security or safety.

ARTICLE 3 - UNION SECURITY

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

3.02 The Union shall have the right to have the assistance of representatives of the International Alliance of Theatrical Stage Employees of the United States and Canada other than those of Local 168 when dealing or negotiating with the Employer.

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

3.04 Communication

All official communication between the Employer and the Union shall be directed through the Secretary-Treasurer or Business Manager of the Union at the official mailing address of the Union or by fax through the fax number supplied by the Union.

3.05 Copies and Printing of the Agreement

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

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

3.06 Union Right of Entry

An authorized representative(s) of the Union shall be permitted by the Employer, upon prior notification, to enter and inspect, free of any interference, employee work areas when such entrance or inspection is required, in the Union's opinion, in connection with any grievance or potential grievance, but such representative(s) shall not interrupt or interfere with any work in progress.

3.07 Stewards

Stewards shall have one year's service with the Employer and will be recognized in all venues covered by this Agreement and shall not be discriminated against. The Employer shall be notified by the Union of the name, or names of such Stewards.

- 3.08 It is understood that Stewards, after consultation with the Employer, shall be permitted without loss of pay, to leave their regular duties for a reasonable length of time in order to investigate and settle complaints if possible.

ARTICLE 4 - UNION INSIGNIA

- 4.01 The Employer will allow the IATSE Local 168 (Vancouver Island) insignia to be placed on products built or supplied by union employees. It is agreed that the insignia will remain the property of the Union and shall at all times be in possession of a member of the union. The insignia shall at no time be used in a manner detrimental to the interest or welfare of the Employer or the Union.
- 4.02 When the Employer prints programs, the Union shall be given credit in the production program for work carried out by members of the union. At the Union's request the Union insignia may be displayed in the program at no additional cost to the Employer. The Union shall provide "camera ready" copy for any such display.
- 4.03 Where recognition of any other Union or professional organization (such as The Actors' Equity Association, The American Federation of Musicians or The Associated Designers of Canada) is displayed on the premises of the Employer or the performance venue, the Employer shall likewise recognize the Union in a manner mutually acceptable to the Employer and the Union. The cost of such display shall be borne by the Union.

ARTICLE 5 - DUES DEDUCTIONS

- 5.01 Upon receipt of a statutory form of assignment duly completed the employer shall deduct from the wages of each employee such Union dues and assessments as may be prescribed by the Union and authorized by such assignment from time to time and shall remit to the Union at least once a month the amount deducted in the name of the employee. The Employer shall deliver to the Union at least once a month a written statement containing the names of the employees for whom the Union dues deductions were made and the amount of each deduction made under this Article in respect of the preceding month. All union dues and assessments and moneys otherwise owed to the Union shall be paid to the Treasurer of the Local by the second Wednesday of each month for the previous month.

ARTICLE 6 - HIRING

- 6.01 Employees, other than casual stage employees, shall be hired directly by the Employer.
- 6.02 Posting Vacancies

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

The Employer shall post notice of the vacancy in the Employer's offices and on all bulletin

boards, for a minimum of ten (10) working days, containing the nature of the position (e.g. nature of position, qualifications, required knowledge, education, skills, hours of work, wage/salary).

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

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

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

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

6.03 Filling Vacancies

The following factors shall receive consideration when filling posted vacancies: qualifications, required knowledge, education, skills. When these factors are equal among applicants for the vacancy, an existing employee having the greatest seniority shall receive preference. All determinations of qualifications, experience, skill and ability shall be made by the Employer.

6.04 Appraisal Period

When a currently employed regular employee is selected to fill a vacancy, the employee shall serve an appraisal period not exceeding three (3) calendar months in the new position. During this period the employee shall be returned to their former position (or equivalent to their former position) and pay rate without a loss in seniority if:

- (i) the Employer considers the employee to be unsatisfactory or unable to perform the duties of the new position to the satisfaction of the Employer, or
- (ii) the employee is unwilling to continue to perform the duties of the new position, provided the position remains vacant or has not been permanently filled by an external candidate.

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

6.05 The Union shall be notified of all promotions, demotions, hirings, transfers, resignations, deaths or other terminations of employment.

6.06 Casual Stage Employees

Casual stage employees shall be hired in accordance with Article 17, Calling Procedures, for the set-up, run and take out of the production for which they are employed and employees shall be employed in the categories of work for which they were called.

Casual stage employees shall not be assigned to other categories of work except where the work available requires the Employer to reduce or increase the size of the crew. To avoid any actual or anticipated breach or similar grievance on the part of the Employer or employee, crew size will be determined by a balance of precedent in the industry and local practice.

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

ARTICLE 7 - SCHEDULING

7.01 Casual employees, other than casual stage employees, shall be scheduled by the Employer based on operational requirements and posted one week prior to the calendar month.

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

ARTICLE 8 - PROBATIONARY PERIOD

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

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

8.03 New casual stage employees shall serve a probationary period of ten (10) shifts during which time such an employee may be terminated if he or she is unsatisfactory for any work related reason. The probationary period may be extended up to a further ten (10) shifts when necessary to determine the employee's suitability for employment.

ARTICLE 9 - SENIORITY

9.01 Seniority for employees, other than casual stage employees, shall be based on the date of hire. In the event more than one employee has the same date of hire, seniority shall be determined by

the order in which the employee's application was received.

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

9.03 An employee shall not lose seniority in the event:

- a) he/she is absent from work due to a bona fide illness or injury;
- b) he/she is on an unpaid leave of absence approved by the Employer;
- c) he/she is laid-off for less than twelve (12) consecutive months;

ARTICLE 10 - LAYOFF & RECALL

10.01 Layoff

- a) In the event the Employer determines it necessary to lay off regular employees due to a lack of work, regular employees will be laid-off in reverse order of seniority within their department provided always that the employee(s) remaining shall have the qualifications, experience, skill and ability to perform the work.
- b) Regular employees shall receive a minimum of two (2) calendar weeks notice. Employees who have completed three (3) continuous years of service shall receive additional notice of one (1) calendar week for each additional year of service to a maximum of twelve (12) weeks. Failure to provide notice shall result in equivalent compensation in pay.
- c) If a lay off extends past six (6) months, it will be deemed to be a permanent termination.

10.02 Recall

- a) Regular employees shall be recalled to work in order of seniority provided they have the qualifications, experience, skill and ability to perform the work.
- b) A regular employee who does not respond within forty-eight (48) hours of the Employer's attempt to make contact, or who refuses to report for work, shall be placed at the bottom of the list of employees eligible for recall.
- c) The date and time of recall may be extended upon the approval of the Employer should a regular employee have extenuating personal circumstances which make it impractical to report to work as required. Such approval shall not be unreasonably withheld.
- d) It shall be the responsibility of all regular employees on layoff to provide the Employer with a current address and telephone number.

10.03 The Union shall be notified of all layoffs and recalls.

ARTICLE 11 - WAGES AND SALARIES

- 11.01 Wages and salaries as set out in Schedule A shall apply and form part of this Agreement.
- 11.02 Where an employee is required or requested to be available to perform work in or in fact performs work in a classification for which a higher remuneration is provided (other than an assignment to provide temporary assistance) then the employee shall be paid that higher rate of remuneration for his entire shift.
- 11.03 Wages *shall* be paid bi-weekly. Each pay cheque will include an itemized statement of hours worked in the pay period, at straight time and overtime, with rates of pay and individual deductions.
- 11.04 Willful non-payment of wages when due or non-payment of moneys due to the employees and the Union shall constitute a fundamental breach of this Agreement.
- 11.05 The Employer shall make the Income Tax, Canada Pension Plan and Unemployment Insurance deductions as required under the Provincial and Federal Statutes.

ARTICLE 12 - REGISTERED RETIREMENT SAVINGS PLAN

- 12.01 Employees, at the time of hire, shall complete a Registered Retirement Savings Plan application or sign a declaration of waiver to decline participation in the plan, therefore forfeiting the Employer's contributions. The Employer shall provide copies of all waivers to the Union.
- 12.02 RRSP contributions by both parties shall commence following successful completion of the probationary period.
- 12.03 Should an employee waive their right to participate and then wish to enroll in the RRSP, the employee shall complete an RRSP application. Contributions as set out in clause 12.04 below shall commence on the next appropriate pay period.
- 12.04 a) Effective January 1, 2001 the Employer shall contribute an amount equal to 2.5% of gross wages earned to individual RRSP accounts where an employee agrees to contribute a minimum of 2.5% of all wages earned at their normal rate of pay.
- b) Effective January 1, 2002 the Employer shall contribute an amount equal to 5% of gross wages earned to individual RRSP accounts where an employee agrees to contribute a minimum of 5% of all wages earned at their normal rate of pay.
- 12.05 An employee may at their discretion increase the employee portion of the contribution.
- 12.06 Employee contributions shall be made through payroll deductions and shall be administered by

the Employer.

ARTICLE 13 - BENEFIT PLAN

- 13.01 As a condition of employment regular full-time employees, who have successfully completed their probationary period, shall participate in the Employer's benefit package.
- 13.02 Regular part-time employees working in excess of twenty (20) hours, who have successfully completed their probationary period, shall receive the above benefits on a pro-rated basis in accordance with their hours of work. (Subject to approval of the carrier)
- 13.03 The Employer and employee shall contribute fifty percent (50%) each of the monthly cost of the following benefits:
- Medical Services Plan of BC;
 - Extended Health;
 - Dental; and
 - Basic Life Insurance
- 13.04 Effective January 1, 2002 the Employer shall contribute one hundred (100%) of the monthly premium for single rates for the above benefits.
- 13.05 The Employer shall provide a short term and long term disability plan and the employee shall contribute one hundred percent (100%) of the monthly cost.
- 13.06 Employees requesting additional coverage for dependents may do so at their own expense.
- 13.07 In the event the Employer discontinues the existing group plan coverage for its employees for whatever reason, the Employer will attempt to place the participating employees in another group plan with equivalent coverage, failing which the Employer shall provide compensation equal to the Employer's share previously paid in respect of the group plan coverage.

ARTICLE 14 - HOURS OF WORK

14.01 Hours of Work

The regular hours of work for regular full-time employees in the Administration shall be seven (7) hours per day and thirty five (35) hours per week.

The regular hours of work for regular full-time Assistant Technical Directors, box office and janitorial employees shall be eight (8) hours per day and forty hours (40) hours per week.

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

14.02 Variations

Owing to the nature of theatrical operations the hours of work shall not be fixed with respect to time of day nor day of week but shall be as determined by the Employer based on operational needs and subject to the provisions of this Agreement.

14.03 Work Day

The end of a work day is midnight except where an employee is scheduled to work a shift which starts before midnight and ends after midnight, in which case the end of the work day shall be the end of that shift.

A break of less than eight (8) hours duration shall not constitute the end of a work day except in the case of a casual stage employee accepting a call for a different production.

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

14.4 Reporting Pay

- (a) When an employee reports to work and performs work they shall be paid not less than four (4) continuous hours at the normal rate of pay, except where circumstances beyond the control of the Employer cause a cancellation of work, in which instance the employee shall be paid for time worked, with a minimum of two (2) hours.
- (b) Where an employee reports for work but does not actually start work, the employee shall be paid a minimum of two (2) hours unless the employee is unfit to work or fails to comply with the Industrial Health and Safety Regulation of the Workers' Compensation Board.

14.05 Travel Time

- (a) If an employee completes a shift in any day and performs work on the same production, in the same department, after a break of more than two (2) hours, the employee shall be paid one (1) hour travel time at the straight time rate.
- (b) Paid travel time will be reduced by the un-worked portion of a minimum shift, if any.

ARTICLE 15 - MEAL BREAKS

15.01 Meal Breaks

- (a) Either of the following shall be defined as constituting a "meal break".

- (i) One unbroken, unpaid hour, within which an employee can eat a meal;
- (ii) One unbroken, paid half hour, within which an employee can eat a meal. The rate of pay shall be that which is applicable to the beginning of the half hour period.
- (b) Box office, front of house and janitorial employees shall be entitled to one (1) unpaid half (½) hour approximately half way through the work day in which to eat a meal.
- (c) When an employee returns to work after an unpaid meal break, he shall be paid not less than two (2) continuous hours at the applicable rate.
- (d) No unpaid meal break shall be allowed during a shift of five (5) hours or less.
- (e) The normal time allowed between meal breaks shall be four (4) hours. The first meal break of the day may be extended to a maximum of five (5) hours when circumstances arise as determined by the Crew Chief.
- (f) Should an employee be required to remain on duty after a period of five (5) hours the Employer shall pay a premium of one half (½) the normal rate of pay per hour in addition to normal rate of pay until relieved for a meal break.
- (g) The Employer shall not call an unpaid meal break less than two (2) hours from the beginning of a call or less than four (4) hours from the end of the previous unpaid meal break.

ARTICLE 16 - REST PERIODS

- 16.01 Employees shall be entitled to one (1) fifteen (15) minute paid rest break in each half of a shift of three (3) or more hours duration.
- 16.02 The rest break shall not interfere with the running of a performance and may be deferred by mutual consent of the Union and the Employer. If deferred, then pay will be calculated as if the employee worked an additional fifteen (15) minutes beyond the completion of the shift.

ARTICLE 17 - CALLING PROCEDURES FOR CASUAL STAGE EMPLOYEES

- 17.01 The time of a call shall be at the discretion of the Employer. The call shall be made as soon as possible but not less than seventy-two (72) hours prior to the time of the call. The requirement for seventy-two (72) hours notice of a call shall be waived when circumstances beyond the control of the Employer prevent such minimum notice being given.
- 17.02 A call to perform work during a performance only, shall commence at least thirty (30) minutes prior to the scheduled commencement time of the performance.

- 17.03 A call to perform work prior to a performance as well as during the performance, shall commence at least sixty (60) minutes prior to the scheduled commencement time of the performance.
- 17.04 The Employer shall advise the Union's Calling Steward of:
- a) the time of the call;
 - b) the number of employees needed for each category of work; and
 - c) a preliminary work schedule based upon information available at the time of the call.
- 17.05 In the event the Employer cancels a call, the Calling Steward shall be notified of the cancellation by 6:00 p.m. the day before the call. If such notice is not provided, and unless the Union consents to such cancellation, the Employer shall pay employees designated by the Union to fill the call an amount equal to that remuneration which the employees would have earned through two (2) hours of work at the applicable rate.
- If the call is postponed without prior notice of twelve (12) hours before the original time of call, and if the call is subsequently canceled, then this Article shall be applied to the original time of call. Further, if a call is cut down in size, prior to the commencement of work but subsequent to the Union Calling Steward assigning employees to that call, and within the time limits specified above, and unless the Union consents to such cancellation, that call will be deemed to be cancelled as far as the persons released from the call are concerned and the same terms shall apply.
- 17.06 The Union's Calling Steward shall dispatch fully qualified employees in accordance with the Employer's requirements.
- 17.07 On any production the first employee hired and the last employee released shall be the Crew Chief.
- 17.08 Nothing herein shall restrict an employee hired for a particular job from assisting any other employee working in another department provided that such assistance is temporary in nature and does not affect the ability of that employee to properly perform the duties for which the employee was primarily hired.
- 17.09 Subject to .10 a Department Head will be assigned to each department in which work is being carried out and such Department Head shall not be released prior to the release of Grips employed on such production in their department.
- 17.10 The Employer shall have the option of assigning the Head Carpenter the duties of the Head Electrician when the Victoria Symphony Orchestra is conducting rehearsals. It is also noted that music stands and chairs are not considered props.
- 17.11 Truck Loaders will be dispatched to unload and load semi-trailers. Truck Loaders will be

dispatched to calls for other size trucks as a designated position at the Employer's discretion. Should truck loading or unloading be completed in less than a minimum shift, designated Truck Loaders shall complete the unused portion of the minimum shift as a Stage Grip paid at the Truck Loader rate. When Truck Loaders are not designated by the Employer, any truck loading required shall be carried out by the stage employees as part of their regular duties.

- 17.12 Any reduction in the size of the crew required by a lack of work shall be accomplished by the release of that employee(s) designated by the Union's representative and Crew Chief provided that the remaining employee(s) have the skills and qualifications to complete the work.
- 17.13 If an employee is late for a scheduled shift the Steward shall immediately begin calling for a replacement. As soon as another employee indicates willingness to answer the work call, the first employee is relieved of the opportunity to work, and the second employee shall fill the position. The Employer shall pay the second employee the full hours of the call and shall be reimbursed by the Union for any time period where the employee was not present. If the first employee arrives for work before the Steward contacts a replacement, the first employee shall fill the position and have the time that he was late deducted to the nearest half-hour (30 minutes). When it is not possible for the Employer to deduct the time without violating the BC Labour Code, the Employer shall pay the employee and invoice the Union for the disputed wages. The Steward and Crew Chief will meet with the client to insure the shortage of labour does not unnecessarily delay the work scheduled to be done.

ARTICLE 18 - OVERTIME

18.01 Employees other than casual stage employees:

- (a) Employees shall be paid at a rate of one and one half times (1 1/2 x) the employee's regular hourly rate of pay for:
- (i) all time worked over the employee's regular hours of work;
 - (ii) all time worked over the employee's regular weekly hours.
- (b) Employees shall be paid at a rate of two times (2x) the employee's regular hourly rate of pay for all hours worked in excess of eleven hours in any day.

18.2 Casual stage employees:

- (a) Employees shall be paid at a rate of one and one half times (1 1/2 x) the employee's regular hourly rate of pay for:
- (i) all time worked over eight (8) hours of work;
 - (ii) all time worked in excess of forty (40) weekly hours; in any seven day period on any one production
 - (iii) all time worked between midnight and 8:00 a.m.

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

18.3 Exclusive of Article 15.01 (f), Meal Breaks, nothing in this Agreement shall be construed so as to compound benefits payable under this Agreement. It is agreed that the highest rate payable under this agreement is double time (2 x).

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

ARTICLE 19 - ANNUAL VACATION AND VACATION PAY

19.01 Entitlement

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

- (a) In the first calendar year of service: a prorated vacation entitlement based upon time actually worked in the year as a percentage of ten (10) working days. All regular employees commencing employment after September 1st shall be paid vacation pay at a rate of four percent (4%).
- (b) In the first (1st) year of continuous service and up to the end of the fifth (5th) year of service – ten (10) days vacation per year.
- (c) In the sixth (6th) year of continuous service and thereafter – fifteen (15) days vacation per year.

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

19.02 Vacation Year

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

19.03 Scheduling of Vacation Leave

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

19.04 Vacation Pay

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

- (a) In the first (1st) year of continuous service and up to the end of the fifth (5th) year of service – 4% of gross wages
- (b) In the sixth (6th) year of continuous service and thereafter - 6% of gross wages.

19.05 Continuous Service

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

ARTICLE 20 - Statutory Holidays

20.01 Entitlement

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

New Year's Day	Good Friday
Victoria Day	Canada Day
British Columbia Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

20.02 Work on a Statutory Holiday

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

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

20.03 Statutory Holidays Falling During Annual Vacation

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

20.04 Statutory Holiday on a Non Work Day

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

statutory holiday at a time mutually acceptable to the employee and the Employer.

- 20.5 In lieu of statutory holidays set out in 20.01 above, the Employer shall pay casual and employees, in addition to their normal wages/salary, four percent (4%) of gross wages earned.

ARTICLE 21 - SAFETY AND HEALTH

- 21.01 The Union and the Employer shall comply with the Regulations of the Workers' Compensation Act and all other legislation related to the health and safety of the employees in the workplace.
- 21.02 The Union and the Employer agree to form a joint committee and meet in accordance with the Workers' Compensation Act.
- 21.03 The committee will work co-operatively to support and develop safe work procedures to ensure the safety and health of individual employees, clients and patrons.
- 21.04 An employee having to cease work as a result of an injury covered by the Workers' Compensation Act shall be paid at the applicable straight time rate up to the end of the scheduled work day for which the employee was called.

ARTICLE 22 - SICK LEAVE

- 22.01 For the purposes of this article, sick leave is defined as those periods when a regular full-time employee takes leave with pay pursuant to Clause 22.02 because the employee is ill or disabled for reasons not covered by the Workers' Compensation Act and as a result is unable to attend to work.
- 22.02 Regular full-time employees shall be eligible for one (1) day of sick leave for each month of service following successful completion of the probationary period.
- 22.03 The yearly sick leave entitlement of twelve (12) days shall be advanced to employees on January 1st of each year of service. However, should the employment of such employee terminate for any reason before the yearly sick-leave entitlement advanced on this basis has been earned in that year, an adjustment shall be made to the employee's final cheque to repay such advance.
- 22.04 The Employer reserves the right to require satisfactory proof of illness before any sick leave is granted.
- 22.05 Notwithstanding any other article of this Agreement, a regular full-time employee injured while in the service of another employer or while self employed for profit shall not receive any of the sick leave benefits provided in this article.
- 22.06 A regular full time employee who receives wage loss benefits from the Insurance Corporation of

B.C. or a court action shall reimburse the Employer (at the rate paid out) for benefits received under this article up to the amount of:

- a) benefits received from the Employer as sick leave; or
- b) benefits received from the Insurance Corporation of B.C. or a court action and designated as compensation for loss of wages;

whichever is less.

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

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Maternity, Parental and Adoption Leave

Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave. In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

Birth Father

An employee who is the birth father shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

Adoptive Parent

An employee who is the adoptive mother or the adoptive father shall be entitled to up to seventeen (17) consecutive weeks of adoption leave without pay.

In addition, an employee who is the adoptive mother or the adoptive father shall be entitled to up to thirty-seven (37) weeks of parental leave. An employee shall take the parental leave within fifty-two (52) weeks of the date the child comes within the care and custody of the employee.

Leave under this Article shall not exceed fifty-two (52) weeks.

Extensions - Special Circumstances

An employee shall be entitled to extend maternity leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth or because the child suffers medical complications.

Notice Requirements and Commencement of Leave

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

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

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

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

Return to Work

An employee on maternity leave, adoption or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.

An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.

On resuming employment an employee shall be reinstated to their previous position or a comparable position if their previous position has been eliminated.

Benefits

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

Seniority

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

23.02 Compassionate Leave

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

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

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

23.03 Unpaid Leave of Absence

The Employer may grant approval for a regular employee to take an unpaid leave of absence for special purposes. Written requests for such leave of absence should be submitted to the Executive Director (or designate) for consideration. Approval for unpaid leave of absence shall be based on operational needs. Should more than one request be made, the employee with seniority shall be given preference.

23.04 Jury Duty

Where a regular employee, who has successfully completed their probationary period, has been selected to serve as a juror or ordered to appear as a witness in any court action other than the employee's private affairs, the employee shall be granted a paid leave of absence provided that the employee remits to the Employer any monies received for such service, other than normal expenses.

ARTICLE 24 - DISCIPLINE

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

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

24.03 "Just cause" in this Agreement shall include, but not be limited to:

- (a) Breach of any rules and regulations made by the Employer governing the duties and functions of the employees which are reasonably necessary for the conduct and management of the Employer's business insofar as such rules and regulations do not conflict with the terms of this Agreement.
- (b) Insubordination or failure to obey the instructions of their supervisor;

- (c) Inability to perform job duties;
- (d) Intoxication or being under the influence of drugs or other substances; or
- (e) Criminal dishonesty in the workplace.

24.04 The Union shall be notified of all disciplinary action taken by the Employer. Forms of disciplinary action which may be imposed by the Employer include a verbal warning; written warning, suspension and/or dismissal depending on the severity of the behavior.

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

26.06 An employee may review their personnel file at any time mutually agreeable between the parties and may copy any documents therein.

ARTICLE 27 - GRIEVANCE PROCEDURE

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

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

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

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

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

27.03 The Union and Employer may by mutual agreement, in writing, extend the limits set out in this Article provided such extension is requested prior to the expiry of the time allowed at the Step.

27.04 In the case of a policy grievance, that is where there is a dispute involving a question or general application or interpretation of this Agreement, or the Employer has a grievance, such grievance

may be processed at Step 2 provided the grievance is submitted in writing within ten (10) working days from the date the incident prompting the grievance comes to the attention of the grievor.

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

ARTICLE 28 - ARBITRATION

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

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

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

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

ARTICLE 29 - MANAGEMENT RIGHTS.

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

29.02 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.

29.03 The Employer may make rules and regulations governing the work environment and conduct of the employees. However, such rules and regulations shall not be inconsistent with the terms of this Agreement and shall apply equally to all employees.

ARTICLE 30 - LABOUR MANAGEMENT COMMITTEE

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

30.02 Upon two (2) weeks notice, this committee shall meet at the call of either the Employer or the Union who shall each be entitled to a maximum of three (3) members on this committee.

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

ARTICLE 31 - CONTRACTING OUT

31.01 Subject to Article 6.06, the Employer will not hire or permit to be hired any person who is not a member of the bargaining unit to perform work for which the Union is certified.

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

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

31.04 Upon notice to the Union, the Employer may employ persons from outside the bargaining unit to operate specialized equipment not normally operated by members of the bargaining unit, except where the operation of such equipment becomes routine or reasonably regular and sufficient members of the bargaining unit are qualified to operate such equipment.

31.05 Amateur productions may employ unpaid stage personnel. Such persons must be under the supervision of the Technical Director and bargaining unit personnel at all times. Department Heads of Carpentry, Flying, Lighting, and Sound may be dispatched, as deemed necessary by the Technical Director, for set ups, strikes or runs. The production may use paid personnel when required by the complexity of the production and the abilities of its members in the following categories: musician (where he or she is a member of an orchestra, normally situation in the orchestra pit, which accompanies the stage performers); director; choreographer, and designers. Should the Technical Director not be available to supervise, then an additional bargaining unit member will be used in his place. This will be monitored by the Labour Management Committee.

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

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

- a) A society, which is registered with the Royal McPherson Theatre Society, operating under the Society Act of B.C. and;
 - (i) Whose object is to produce theatrical presentations for the purpose of providing its members an opportunity to participate as a member of the cast,

directorial, administrative, design or production team.

AND

- (ii) Has an active open membership

AND

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

OR

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

OR

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

ARTICLE 32 - TECHNOLOGICAL CHANGE

- 32.01 The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.
- 32.02 In the event the Employer introduces change or a new method of operation which requires different or greater skills, an employee shall be given thirty (30) days to acquire the skills necessitated by the change or new method of operation.
- 32.03 Where the Employer determines that special training is required as a result of the change or new method of operation, a regular employee shall be given the necessary time off with pay to attend such training.

ARTICLE 33 - GENERAL CONDITIONS

- 33.01 Adequate restroom facilities shall be provided and maintained in a clean condition by the Employer.
- 33.02 Necessary pick up time and wash up time for stage employees and janitors will be allowed prior to quitting time.

- 33.03 No employee shall be required to supply a vehicle for company business. An employee, when authorized by the Employer, may use their own vehicle for company business and shall receive an allowance of thirty-five (\$.35) cents per kilometre.
- 33.04 Where the masculine or the feminine is used in this agreement it shall be taken to mean and include the other gender.

ARTICLE 34 - EXISTING TERMS AND CONDITIONS

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

ARTICLE 35 - LOCK OUTS AND STRIKE

- 35.01 During the term of this Agreement, the Employer shall not lock out any employee and no employee shall strike and the Union shall not declare or authorize a strike of the employees.
- 35.02 It is understood that refusal to cross any legal Union picket line resulting from a legal strike as defined in the Labour Relations Code of B.C. shall not constitute a breach of this Agreement.

ARTICLE 36 - AMENDMENT AND SUCCESSOR RIGHTS

- 36.01 Any article of this Agreement that is deemed by both the Employer and the Union to require amendment, alteration or deletion, may be amended, altered or deleted by mutual consent. Both parties must agree in writing to open negotiations for any such amendment, alteration or deletion naming the specific articles to be negotiated. Mutual agreement on any amendment, alteration or deletion must be signed by both parties and recorded as an official amendment of this agreement. Should mutual agreement not be achieved then the existing article or articles shall remain in full force and effect.
- 36.02 Where the business of the Employer is sold, leased, transferred, merged or otherwise disposed of, the purchaser, lessee or transferee shall be bound by all of the terms and conditions of this agreement. Likewise where the Union is merged or transferred the new union shall be bound by all the terms and conditions of this agreement.

ARTICLE 37 - TERM OF AGREEMENT

- 37.01 This agreement shall be for a term of three years with effect from January 1, 2001 until December 31, 2003 inclusive and shall remain in full force and effect from year to year following the expiration of the term until either party gives the other party written notice of desire to change, amend, or terminate such Agreement. Upon receipt of such notice the Employer and the Union shall furnish to each other within sixty days particulars of any changes or amendments they may desire in the Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day, month, year first above written.

Sealed with the seal of the Royal and McPherson Theatres Society in the presence of:

For the EMPLOYER:

PRESIDENT, Royal and McPherson Theatres Society

EXECUTIVE DIRECTOR, Royal and McPherson Theatres Society

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

For the UNION:

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

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

SCHEDULE A - WAGES and SALARIES

<u>Administrative Employees</u>	<u>01/01/2001</u>	<u>01/01/2002</u>	<u>01/01/2003</u>
Office Administrator	18.14	18.50	18.96
Finance Assistant I	18.62	18.99	19.46
Finance Assistant II	12.50	13.25	14.00
 <u>Box Office Employees</u>			
Supervisor (3)	15.15	16.23	17.30
Supervisor (2)	13.80	14.77	15.73
Supervisor (1)	12.74	13.52	14.30
Supervisor Auxiliary	10.82	11.91	13.00
Cashier - Probation	8.62	9.71	10.80
Cashier -	10.01	11.01	12.00
 <u>Front of House Employees</u>			
Supervisor	10.82	11.91	13.00
Head Bartender	9.24	9.87	10.50
Bartender	8.91	9.46	10.00
Concessionaire	8.91	9.46	10.00
Usher	8.11	8.81	9.50
Usher – probation	8.00	8.16	8.36
 <u>Janitorial Employees</u>			
Janitor - Regular	15.00	15.30	15.68
Janitor - Casual	11.94	12.18	12.48
 <u>Stage Employees</u>			
Assistant Tech. Director	17.85	19.14	20.43
Crew Chief	17.54	18.27	19.00
Department Head	16.24	17.35	18.46
Operator/Loader	14.99	15.33	15.94
Grip	14.31	14.66	15.27

APPENDIX 1 - DEFINITIONS

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

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

Continuous Service shall be the length of time an employee has been in the employ of the employer beginning on the first day of employment whether or not the employee is a regular employee or casual employee. Continuous service shall be deemed to be broken if an employee has a lapse of service of more than six (6) months.

Department: For the purpose of this Agreement, departments in general operations shall include Administration, Box Office, Front of House, Janitorial and Stage. Departments in stage operations shall include Carpentry, Flying and Rigging, Electrics, Sound, Properties and Wardrobe. (Note: It is understood that special effects are normally part of the Properties department but may be incorporated into other departments when more practical or appropriate)

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

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

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

APPENDIX 2 - JOURNEYPERSON'S TOOL KIT

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

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

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

Carpenters & Flymen:

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

Electricians & Sound:

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

Properties:

Tape Measure
Pen or Pencil
Small Notebook
Pocket Flashlight

Wardrobe:

Tape Measure
Shears
Clippers

Front of House

Pen or Pencil
Small Notebook
Watch

SCHEDULE "B" - STAFF CATEGORIES

Crew Chief:	The working supervisory stage crew member on any call.
Department Head:	The supervisory crew member in their department.
Operator:	Operates particular equipment, including follow spot, control console, pyrotechnics and projection equipment, and reports to their Department Head.
Grip:	Performs general stage crew functions, and reports to their Department Head. Grips must meet the qualification standards specified in Employment Requirements in order to work in any department.
Bartender - Head:	Performs same functions as Bartender. Head Bartender is scheduled when more than two bartenders are required. In addition to duties of bartender, the head bartender will prepare additional paper work required to accumulate and reconcile sales and inventory figures from all bar stations.
Bartender:	Supervises sales at assigned bar station. Performs duties as assigned and daily inventory count, stock product from master inventory, prepare product for sale and paper work to record sales and reconcile sales to inventory.
Box Office Supervisor Step 3:	In addition to the functions of Box Office Supervisor Step 1 & 2, have developed a thorough knowledge of all ticketing databases including file structures and layouts, will have problem resolution skills to deal with most hardware and software problems, demonstrated ability to write simple custom reports drawing from the ticketing system and will have the ability to develop and administer box office budgets under the supervision of Management and other duties as assigned.
Box Office Supervisor Step 2:	In addition to the functions of Box Office Supervisor Step 1, demonstrate a superior knowledge of ticketing software functions, will liaise with licensees regarding show set up and holds management, will demonstrate solid understanding of accounting concepts required for unsupervised cash sheet preparation, will assist subscription set up and processing and other duties as assigned.

Box Office Supervisor

Step 1: The working supervisor for box office daily operations and supervises all box office staff. The Box Office Supervisor will perform daily box office summary procedures as well as vend tickets. The Box Office Supervisor must have a basic knowledge to resolve simple hardware, software and client service problems.

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

Box Office Supervisor

Auxiliary: Working supervisor in absence of the Box Office Supervisor. Performs duties described in Step 1 and as assigned.

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

Cashier –
Probation:

Performs duties as assigned; general box office vending including counter sales, phone reservations and ticket pickups as well as balancing sales to deposits. Probation Cashiers spend the first three months of employment in this position.

Concessionaire: Supervises sales at the concession. Performs duties as assigned and daily inventory count; stock product from master inventory; prepare product for sale and prepare paper work to record sales and reconcile sales to inventory.

Front of House
Supervisor:

Supervises all ushers, concession and bar staff. Performs duties as assigned and other administrative functions including preparing staff scheduling for approval by Manager; preliminary review of prospective employees; stock ordering, performing inventory counts, and reception planning.

Front of House Supervisor

- Auxiliary: Working supervisor in absence of the Front of House Supervisor.

- Janitor: Performs duties as assigned; cleaning and maintenance of fixtures and building; other administrative functions including ordering of supplies and stock; and coordinates service access to the venues.
- Janitor – Auxiliary: Provides relief of Janitor. Performs duties as assigned; cleaning and maintenance of fixtures and building.
- Usher: Performs duties as assigned including ticket taking; zone safety functions; patron seating and management; coat check; merchandising sales for licensees when assigned and assists in concession and bar sales.
- Usher - Probation: Performs same functions as Usher. Probation Ushers spend the first three months of employment in this position.

Within ninety (90) days from the date of ratification of the Memorandum of Settlement, the Employer agrees to write staff categories for the positions of Assistance Technical Director and Administration staff. In the event the parties are unable to finalize the staff categories they may be submitted to arbitration under New or Changed Staff Categories and /or Rate of Pay as outlined below.

New or Changed Staff Categories and/or Rate of Pay

When the Employer creates a new position or it significantly changes the work of an existing position, the staff category and proposed rate of pay shall be forwarded to the Union. Within ten (10) days of receipt of a new or significantly changed staff category and/or rate of pay the Union may reply, in writing, that it disagrees with the Employer. Failure by the Union to file its disagreement with the Employer within the ten (10) days shall render a dispute unarbitrable and the Employer's decision shall be implemented. When the Union files its disagreement with the Employer, a meeting shall be scheduled with a representative from each party to discuss the difference and attempt to reach agreement. If the parties are unable to reach agreement over a new position or significantly changed staff category and/or rate of pay then the dispute shall be referred to Arbitration under Article 28.

APPENDIX 4 - FRONT OF HOUSE UNIFORMS

Effective January 1, 2002, all existing Front of House employees, and new employees at the time of hire, shall receive a uniform consisting of a shirt; vest and tie. The Employer shall provide all items of clothing (uniform) and such uniform will remain the property of the Royal McPherson Theatre Society. Upon termination, an employee shall return the uniform to the Employer. Failure to do so will result in the employee being charged fifty dollars (\$50.00).

Front of House employees receiving a uniform according to this Letter of Understanding shall be paid a premium of twenty-five cents (25¢) per hour for cleaning and maintenance of such uniform.

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

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

- (i) black dress pants;
- (ii) black socks; and
- (iii) black closed toed shoes.

APPENDIX 5 - PYROTECHNICIAN

Position of Pyrotechnician

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

1. A Pyrotechnician will be required to have the applicable federal license as issued by the Explosives Branch of the Government of Canada.
2. A Pyrotechnician will be paid at the rate of Department Head as provided in Schedule "A".
3. An employee may hold the combined position of "Head of Props / Pyrotechnician" as long as no safety issues are compromised by these combined duties.
4. The Technical Director, Crew Chief, and Steward will consult on safety and other issues.
5. A Pyrotechnician who authorizes the discharge of pyrotechnics will assume all responsibility under their license.

APPENDIX 6 – UNION MEMBERSHIP

Dues Relief

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

1. Based on a formula established by the Union, it is agreed that some employees in the bargaining unit may not, as a requirement of employment, be required to become full Union members.
2. The formula shall be based on wages earned per quarter.
3. The Employer and Union agree that the intent of this Letter and the conditions contained within are for the purpose of providing dues relief to employees who, as a result of their employment with the Employer, do not earn a substantial amount of money.
4. This Letter is an effort on the part of the Union to allow those employees who do not earn a predictable wage to continue to work for the Royal and McPherson Theatres Society without the burden of excessive Union dues.
5. The Union reserves the right to terminate this Letter at any time and by the Union.

APPENDIX 7 – BOX OFFICE STAFFING

Within ninety (90) days from the date of ratification of the Memorandum of Settlement, the Employer agrees to undertake a review of existing regular full-time positions within the Box Office to determine if a business case exists to increase the number of regular full-time employees by one (1) or more.