

COLLECTIVE AGREEMENT

Between

CALGARY OPERA ASSOCIATION

Hereinafter referred to as the OPERA

and

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING
PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES IT'S
TERRITORIES AND CANADA, LOCAL 212

Hereinafter referred to as the UNION, or LOCAL, or LOCAL 212.

JULY 1, 2011 – JUNE 30, 2014

ARTICLE 1 - PURPOSE

It is the desire of both parties to this agreement to maintain the existing harmonious relations between the OPERA and the UNION, to promote the co-operation and understanding between the OPERA and the UNION, to recognise the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages, and to promote the morale, well being and security of the members included in the bargaining unit represented by the UNION. The Union, likewise, recognises the mutual value of assisting the Opera to meet its artistic and financial goals, thereby ensuring the security of work for its members and providing an important artistic vehicle for the community.

ARTICLE 2 – NO STRIKE OR LOCK-OUT

During the term of this Agreement, the Union agrees that it will not initiate or authorise a strike by its members against the Opera and the Opera agrees that it will not lockout the members of the Union.

ARTICLE 3 - COVERAGE

- a) This agreement shall determine the salaries, wages and working conditions of the group of employees whose bargaining rights are held by the UNION in accordance with the Alberta Labour Relations Code.
- b) This agreement is in effect in the jurisdiction of Local 212 as outlined in the Local's charter.
- c) In the case of road or touring shows built or produced by the OPERA, and in the control of the OPERA, which leave the jurisdiction of Local 212, the OPERA and the Union mutually agree that it is advantageous for the Opera to tour with qualified people provided by the Local. Calgary Opera and the Union also acknowledge that it is not always appropriate for members to be involved in every instance. Accordingly, Calgary Opera covenants that it will enter into discussions with the Local, in every situation arising, to determine if it is, or is not, appropriate for the Local to participate in a project.
- d) The nature of work performed by the UNION shall include, but not be limited to the following trades, crafts and occupations: fly person, forklift operator, ground rigger, hairstylist, high rigger, lighting technician, makeup artist, props person, pyro technician, scenic painter, sound person, special effects, spot light operator, stage carpenter, truck loader, wardrobe personnel, and wigs.
 - ii) For a position requiring specialised skills the Opera, in consultation with the appropriate Department Head, will give the Union sufficient notice of its requirements, twenty four (24) hours being the minimum notice. If in consultation it is determined that the Union is unable to supply qualified member(s) for such specialised positions, then the Opera may request from the Union, a work permit for a qualified individual. This permit shall be granted at the sole discretion of the Union. Such permit may be granted for a period not exceeding the duration of the production for which the individual is to be hired. The Union shall not unreasonably withhold such permit.
- e) Truck loaders, as referred to in Article 3 d), will be determined as follows for the Jubilee Auditorium:
 - i. The Opera will hire 2 truck loaders and the crews may be broken down into departments, as required, to do work on stage; or

- ii. The Opera will not hire truck loaders and the crews will not be broken down into departments to do work on stage until all trucks are completely unloaded.

f) All sets used by the OPERA originating outside the jurisdiction of the Union and used by the OPERA in any presentation shall be constructed by personnel supplied by a Local of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada and shall bear the Local Union's crest or label. Some OPERA sets may be exempt from this obligation through mutual agreement.

ARTICLE 4 - SUPPLY OF REQUIRED EMPLOYEES

- a) The UNION agrees to supply qualified personnel to the standard necessary to support the artistic goals of Calgary Opera within the scope of this agreement for all move-ins, rehearsals, performances and take-outs wherever the OPERA may perform within the jurisdiction of Local 212. The Union recognises that some of the Operas programming may take place in such venues as schools, churches and rural community halls. Since these venues may be within the jurisdiction of Local 212, the Opera agrees that in all circumstances it will notify and consult with the Union regarding the appropriateness of crew requirements for such events.
- b) Show crew must commit for the run of the show **and must work both** the move-in and the take-out as required.
- c) Should the OPERA require designated first-aid certified personnel, in accordance with Occupational Health and Safety requirements, the following hourly premiums shall apply:
 - a) Emergency First Aider \$1.00 per hour premium
 - b) Standard First Aider \$1.50 per hour premium
- d) All sets, props and costumes built or altered within the jurisdiction of the Union and used by the Opera in any presentation shall be constructed by personnel supplied by Local 212 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada and shall bear the Local Union's crest or label. Some sets, props and costumes may be exempt through mutual agreement.

ARTICLE 5 - TOOLS and EQUIPMENT

UNION personnel shall be responsible for supplying normal hand tools in good condition as required for their craft. These tools shall consist of a hammer, a 6" – 8" crescent wrench, a multi-bit screwdriver, a flashlight, a pocket or utility knife and a pair of pliers.

ARTICLE 6 - SAFETY and WORKING CONDITIONS

- a) Safe working practices shall be followed at all times. The requirements of the Alberta Occupational Health and Safety Act shall be followed insofar as they apply to OPERA productions. Any required safety equipment, except hard hats, steel toe boots, gloves and other personal safety equipment shall be supplied by the OPERA.
- b) In the event of an injury at any time during a shift to a person supplied by the UNION, the OPERA shall be required to pay the wages for the balance of the shift of the injured worker in accordance with the Alberta Worker's Compensation Act. It is understood and agreed that the

parties shall at all times adhere to the Alberta Occupational Health and Safety act and any other Alberta government safety regulations which may be legislated from time to time.

ARTICLE 7 - CREW STEWARD

The UNION shall designate one of the working crew on a crew call as Crew Steward. The Crew Steward shall be the representative of the UNION at the worksites. Until the UNION designates the Crew Steward, the UNION head Stage Carpenter shall be the Crew Steward protem.

ARTICLE 8 - RATE OF PAY, CREW CALLS, BREAKS and BENEFITS

a)	1 st year	2 nd year	3 rd year
POSITION	2011-2012	2012-2013	2013-2014**
	July 1 – June 30 annually		
Department Heads, Groundriggers	\$28.00	\$28.84	TBD**
Crew	\$25.59	\$26.36	TBD**
High Rigger	\$32.73	\$33.71	TBD**
Spotlight Operator	\$26.41	\$27.21	TBD**

2013 – 2014 - 3rd Year wage Re-negotiation**
 This Collective Agreement is subject to wage negotiations in its third year. These negotiations shall commence not more than sixty (60) days prior to June 30, 2013.

- b) The minimum call for “show calls” shall be 3.5 hours per person. The minimum call for all other calls shall be 4 hours per person. When the move-in immediately precedes or the take-out immediately follows a performance the minimum call shall be an additional 2 hours for those working both the show and the move-in or take-out. A show call is defined as whenever the show crew is required.
- c) An unpaid meal break of at least 1 hour shall be provided no later than the end of the 5th hour of work. When it is not possible to take this break, the crew shall be provided a reasonable meal by the OPERA at no cost to the crew member. In addition, the meal period shall be 1/2 hour paid through. The second meal period must be no later than the end of the eighth hour of work. Meal periods may be reduced to 1/2 hour by mutual agreement of both parties. A fifteen-minute break shall be allowed between the second and third hour of each four-hour period worked. The Opera shall consult with the Steward to determine the most suitable time that such a break be taken. In the event that meal breaks are not taken, the OPERA shall pay double the rate in effect from the time the meal break should have been taken until the meal period is taken or until the end of the work period.
- d) Show and rehearsal calls shall commence one half hour before the curtain and not extend beyond three and one half hours total time. The 1/2 hour is for pre sets. Extra time shall be paid for additional time worked immediately before and/or after a show call.
- e) There shall be a 10-hour turnaround between the end of one call and the beginning of another call while on the same production. Meal periods shall remain as per Article 8 c.
- f) Local 212 operates, and OPERA agrees to recognize, a payroll service company, Stagepay 212 Inc, to provide payment and benefits, accounting, deduction and remittance and reporting

functions on behalf of IATSE members engaged under this agreement. OPERA agrees to make payments to Stagepay 212 Inc in the amount of invoices issued in accord with the provisions of this agreement and the attached Schedule A - Stagepay 212 Inc Payroll Reference Sheet.

- g) The UNION Business Agent or designated steward shall be responsible for reporting all hours worked on a daily basis of all employees. All Stagepay 212 Inc invoices submitted by the UNION on behalf of the members shall be subject to corroboration and approval by Calgary Opera. Approved invoices shall be paid by cheque payable to STAGEPAY 212 Inc. The UNION shall be responsible for payment of funds deducted at source that are payable to Government agencies and others on behalf of the employees invoiced for by Stagepay 212 Inc.
- h) The workweek is defined as Monday to Sunday.
- i) The recognised Statutory Holidays shall be:
 - New Years Eve (commencing at six (6) p.m. on December 31st)
 - New Years Day
 - Family Day (third Monday of February)
 - Victoria Day
 - Canada Day
 - Civic Holiday in August
 - Labour Day
 - Thanksgiving Day
 - Remembrance Day
 - December 24 (commencing at six (6) p.m.)
 - Christmas Day
 - Boxing Day
 - Good Friday
 - Easter Sunday

j) All calls, excepting for show calls, shall include a five (5) minute cleanup period at the end of that call to allow crews to restore and maintain a safe and healthy personal and work site environment.

k) After a call has been placed and then in the event an unforeseen circumstance occurs and the Calgary Opera does not require the services of IATSE Local 212 members, a minimum of 24 hours cancellation notice is required. If the minimum notice is not given, minimum charges will apply to a maximum of three and one half hours for a cancelled show call or four hours for a cancellation of any other type of call per person.

ARTICLE 9 – WAGES AND OVERTIME COMPENSATION

- a) Straight time will be paid at the base hourly rate for all work performed:
 - i) during the first 8 hours of a normal work day
 - ii) during the first 40 hours of a work week (except as provided below)
- b) One and one half the base hourly rate will be paid for all work performed:
 - i) after 8 hours on a normal work day
 - ii) during the first 8 hours on a Sunday

- iii) after 40 hours and up to 60 hours in a work week
 - iv) during the hours between midnight and 8 am on a normal work day
- c) Double the base hourly rate will be paid for all work performed:
- i) after 8 hours and up to 12 hours on a Sunday
 - ii) during the first 8 hours on a Statutory Holiday
 - iii) after 60 hours in a work week
 - iv) during 'turnaround' infringement (as per Article 8 e)
- d) Two and one half the base hourly rate will be paid for all work performed:
- i) after 8 hours and up to 12 hours on a Statutory Holiday
 - ii) after 12 hours on a Sunday
- e) Triple the base hourly rate will be paid for all work performed:
- i) after 12 hours on a Statutory Holiday

ARTICLE 10 - DISCIPLINE, CONDUCT, APPEARANCE

- a) UNION personnel shall be required to dress appropriately and neatly at all times during all performances and may be required to supply standard theatre blacks. Any special dress requirements other than standard theatre blacks such as any required by Occupational Health and Safety shall be provided by the OPERA at no cost to the member. UNION members required to appear on stage in costume supplied by the OPERA shall be paid a premium of \$15/show or rehearsal.
- b) Consumption of intoxicating substances or use of illegal drugs during working hours or being under their influence during working hours will not be tolerated. Personnel who fail to comply with this directive shall be subject to immediate dismissal from the call and suspension from further OPERA calls for a period of six months.
- c) Notice of termination: For UNION personnel who are engaged by the OPERA on a weekly basis, a three day written notice is required for the employer and the employee.

ARTICLE 11 - GRIEVANCE PROCEDURE

- a) If a difference or grievance arises between the parties or to persons bound by this Agreement as to the interpretation, application, operation or contravention or alleged contravention of this Agreement or as to whether such a difference can be the subject of arbitration, the parties agree to meet and endeavour to resolve the difference.
- b) Whenever either party to this Agreement wishes to register a difference or grievance or complaint, it shall do so in writing. The Union shall present its complaint or grievance to the Employer's Production Manager, and the Employer will present its complaint or grievance to the appropriate Steward within three (3) working days of the incident giving rise to the complaint or grievance.

- c) The Union shall be represented in any grievance procedure by a Grievance Committee comprised of any three of the following: the Steward(s), a Representative of the Union and the Head of Department involved. Upon receipt of a grievance, this committee shall contact the Employer's Production Manager, without undue delay, and he shall arrange for a meeting with the Union representatives and persons representing the Employer within seven (7) days.
- d) If a mutual agreement cannot be reached within three (3) days, the grievance shall be reported to the President of the Union and the General Director of the Calgary Opera Association. These individuals and/or their representatives will meet within three (3) days to discuss such grievance.

If an agreement cannot be reached within five (5) days of that initial meeting, the grievance shall go to arbitration under Article 12 of this Agreement.

- e) An alleged aggrieved Employee or an Employee named in a management grievance must be notified of, and may attend, or may be required to attend, on the request of either party, any meeting required under Article 12.

ARTICLE 12 – ARBITRATION

UNION and OPERA agree to use Division 22 Articles 136 (model clauses) and 137 (single arbitration) of the Alberta Labour Relations Code to settle grievances referred to arbitration. No decisions made by arbitration shall by their ruling or award, alter, amend or change the terms of this collective agreement.

ARTICLE 13 - MANAGEMENT RIGHTS

- a) The UNION acknowledges that it is the right and responsibility of the OPERA to:
 - i) Maintain a professional, ordered and efficient operation that is supportive of the high standard of production the Opera requires
 - ii) In close collaboration with the Union, hire, discharge, layoff, recall, suspend or otherwise discipline employees subject to the provisions of this agreement.
- b) It is hereby agreed that the terms and conditions of this agreement shall apply to all facilities owned, managed, rented where the OPERA has the ability to determine the nature of the workforce now or in the future and in accordance with Article 4 a).

ARTICLE 14 - UNION RIGHTS

- a) As the party of the second part is a Local Member of The International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of The United States its Territories and Canada, nothing in this agreement shall ever be construed to interfere with any obligation the party of the second part owes to such International Alliance by reason of a prior obligation, provided that the foregoing shall in no event be construed or applied so as to contravene an applicable Federal or Provincial Law.

ARTICLE 15- DURATION AND TERMINATION OF THIS AGREEMENT

ARTICLE 15- DURATION AND TERMINATION OF THIS AGREEMENT

This agreement shall become effective from the 1st day of July 2011 and shall remain in full force and effect until the 30th day of June 2014. It shall be renewed automatically from year to year thereafter unless either party gives notice in writing to commence collective bargaining, such notice to be delivered not more than one hundred and twenty days (120) and not less than sixty (60) days prior to the 30th day of June 2014.

Should either party give written notice to the other party pursuant to the above clause, this agreement shall thereafter continue in full force and effect until:

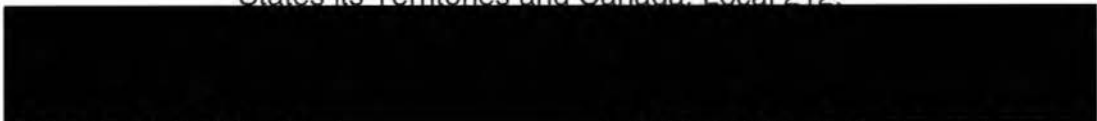
1. a new collective agreement is concluded;
2. a strike or lockout commences.

Any conclusions reached in the negotiations shall be made retroactive to the said anniversary date.

Signature Page

For the UNION

The International Alliance of Theatrical Stage
Employees, Moving Picture Technicians,
Artists and Allied Crafts of the United
States its Territories and Canada, Local 212.



Damian Petti, President

Ian Wilson, Stage Business Agent

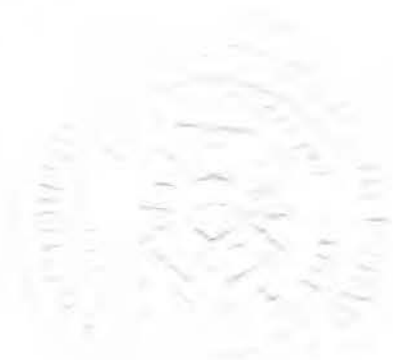
- and -

For the
CALGARY OPERA ASSOCIATION



Bob McPhee, General Director & CEO

9/21/2011
Date



Schedule A - STAGEPAY 212 Inc - Payroll Reference Sheet with 2011 tax rates****Sub Total / Gross Wages**

Vacation pay (6%) is combined with wages to determine the subtotal. (Subtotal = Wages + 6%) This number constitutes "gross wages".

RRSP Benefit Calculation

Employer RRSP Contribution (4%) is then applied to gross wages and remitted by Stagepay 212 to the Canadian Entertainment Industry Retirement Plan.

Employment Insurance Calculation**

Employment Insurance is calculated as follows: the employee amount (for 2011, this amount is 1.73%) is multiplied by 1.4 to determine the employer EI amount. (employer rate for 2011 = $.0178 \times 1.4$) This calculation is applied to gross wages.

Canada Pension Plan Calculation**

For 2011, CPP contribution rates are the same for employees and employers (4.95%) This calculation is applied to gross wages plus RRSP amount.

Administration Fee

The Stagepay 212 Inc administration fee of 12.5% is calculated on combined gross wages, RRSP, Employment Insurance and Canada Pension Plan totals. The administration fee includes amounts for contributions to WCB premiums, member Health and Welfare insurance premiums, member education and member payroll and dispatch administration as required. The administration fee shall increase to 13% on July 1, 2012.

GST AMOUNT**

5% GST is applied only to the administration fee.

**Stagepay 212 Inc (GST # 803783943) will comply with all current and amended CRA legislation and rulings including treatment of payroll, statutory calculations, deductions and remittances as they become known.

Schedule B - COA-IATSE Local 212 Collective Agreement - Harassment Policy

Objective: To provide a work environment that supports productivity and the personal goals, dignity and self esteem of every employee.

Statement: Every employee must be treated fairly in the work place in an environment free of harassment. Please understand this Policy and live within it. Harassment of another employee constitutes a disciplinary infraction subject to penalties up to and including discharge. Employees who believe they have been victims of a criminal offense should contact the appropriate authority.

Responsibility and Authority: The ultimate responsibility and authority for applying this policy involving employees covered under this agreement rests jointly with the General Director and the Union President.

Definition: Harassment may be related to any of the discriminatory grounds contained in the Canadian Human Rights Act. Such behaviour may be verbal, physical, deliberate, unsolicited or unwelcome; it may be one incident or a series of incidents. While the following is not a definitive list, harassment may include:

- verbal abuse or threats;
- unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion, sexual orientation, etc.;
- displaying of pornographic, racist or otherwise offensive or derogatory pictures;
- practical jokes which cause awkwardness or embarrassment;
- unwelcome invitations or requests, whether indirect or explicit, intimidation;
- leering, whistling or other gestures;
- abuse of authority, condescension or paternalism which undermines self-respect;
- unnecessary physical contact such as touching, patting, pinching, punching;
- indecent exposure
- physical assault, etc.

Use common sense and common decency in determining whether your language and behaviour are acceptable to your co-workers. Consider using the same language, tone, joke, request or gesture in the presence of a family member; or having your wife, husband, spouse, significant other or child exposed to this conduct.

Procedure:

1. Employees who believe they have been the subject of sexual harassment or discrimination have a responsibility to promptly advise the offender that the action is unacceptable behaviour and unwelcome.
2. Employees knowledgeable of an occurrence of sexual harassment or discrimination should discuss the matter with their immediate supervisor.
3. No employee shall discharge, suspend, intimidate or impose any other penalty on, or otherwise discriminate against a person, because that person has made a complaint or given evidence or assisted in any way in the investigation and resolution of a complaint of sexual harassment or discrimination.
4. Where due to a perceived involvement or bias employees are not able to approach their supervisor, they should report directly to the General Director or Union President.
5. Employees who believe they have been the subject of abuse of authority, condescension or paternalism should contact the Union President or the General Director.

Investigation:

1. The General Director and Union President (or their investigating designates on a case by case support role basis) will interview the Complainant, the Respondent and all available witnesses.
2. If reasonable grounds exist, the Complainants will make a full written and signed statement.
3. Complainants shall be advised that they have the right to file a complaint with the Alberta Human Rights commission.
4. Complainants shall be advised that they have the right to report the matter to the police where there is an indication that a criminal offence has been committed.
5. The General Director and Union President shall undertake a thorough and complete investigation of the allegation.
 - a) Interviews shall be carried out with persons identified as witnesses or as having information pertinent to the complaint.
 - b) Where a person provides material information that may be used as factual evidence to support or refute the complaint, a written statement signed by the person shall be obtained.
6. The final written investigation report shall be reviewed and discussed by the General Director and Union President prior to a final decision or resolution being made.
7. Within 5 days the General Director shall communicate the appropriate results of an investigation to the person or persons named as respondent(s) in a complaint.
8. A Complainant who is not satisfied with the results of the investigation may lodge the original complaint with the Alberta Human Rights Commission within the required time of six months.
9. The investigation report is viewed as a confidential document.

Consequences:

1. All reported incidents will be investigated.
2. Employees may file complaints, and obtain a review of their complaint without fear of embarrassment or reprisals
3. Depending on the severity of the offence, the Respondent could face a reprimand, a letter on their file, or suspension without pay.
4. The following offences will result in immediate dismissal:
 - Physical Abuse
 - Sexual Abuse
 - Indecent Exposure