



Collective Agreement

Between

The Tidemark Theatre Society

And

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

of

The United States and Canada

Local 168 - Vancouver Island.

January 1, 2004 to December 31, 2006

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Collective Agreement

BETWEEN:

**The Tidemark Theatre Society
(hereinafter called the “Employer”)**

OF THE FIRST PART

AND:

**The International Alliance of Theatrical Stage Employees,
Moving Picture Technicians, Artists and Allied Crafts of
the United States and Canada AFL-CIO, CLC. - Local 168
(Vancouver Island)
(hereinafter called the “Union”)**

OF THE SECOND PART

The Employer is an employer and the Union is a union within the meaning of the “Labour Relations Code of British Columbia”.

PREAMBLE:

This Agreement shall consist of three parts. Part I, to be known as the Master Agreement shall contain the wages and common working conditions for the employees of the Employer who are defined by the Certification. Part II, to be known as the Regular Employees Component, shall contain the working conditions applicable to regular part time and regular full time employees, and Part III, to be known as the Casual Component, shall contain the working conditions applicable to casual employees.

PART I - MASTER AGREEMENT

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 goodwill, 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 security and the prompt and equitable disposition of grievances for both parties, subject to the provisions of this Agreement.

- 1.03 This Agreement shall constitute the wages and working conditions for the Employees of the Employer who are not otherwise excluded under the Labour Code of British Columbia.
- 1.04 Where the business of the Employer is sold, leased, transferred, merged or otherwise disposed of, the purchaser, lessee, or transferee is bound by all of the terms and conditions of this Agreement.
- 1.05 All of the terms and conditions of this Agreement shall apply equally to all Employees without discrimination as to gender, sexual orientation, ethnicity, age or religion as defined by the Human Rights Act.

ARTICLE 2 - Amendment

- 2.01 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.

ARTICLE 3 - Union Recognition

- 3.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees as defined by Article 1.03 or performing work as otherwise outlined in this Agreement.
- 3.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement.

ARTICLE 4 - Union Security

- 4.01 Every employee coming within the scope of this Agreement, as a condition of employment, shall be or shall become and shall remain a member in good standing of the Union except as otherwise provided for in this Agreement.
- 4.02 Work normally assigned to employees within the bargaining unit covered by this Agreement shall not be undertaken by persons outside the bargaining unit except by mutual agreement of the Employer and the

Union.

- 4.03 The Employer shall not hire or allow any person who is not a member of the Bargaining unit to perform work for which the union is certified.
- 4.04 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.
- 4.05 All official communication between the Employer and the Union shall be directed through the Secretary-Treasurer or Business Manager of the Union utilizing the Union's official mailing address.

ARTICLE 5 - Remuneration

- 5.01 The Employer shall pay to the employees, biweekly, on Thursdays, the rates of remuneration as set out in Appendix B herein.
- 5.02 Time shall be calculated by the $\frac{1}{4}$ hour so that an employee shall be paid for a $\frac{1}{4}$ hour if any portion of a $\frac{1}{4}$ hour period is worked.
- 5.03 Time worked between 1:00 AM and 8:00 AM shall be paid at one and one-half ($1 \frac{1}{2}$) times the applicable rate.
- 5.04 Each pay cheque shall include an itemized statement indicating time worked at straight time and overtime, rate of pay, benefit premiums and individual deductions. Payment is to be made on the job during working hours, or in the case of an employee who is not working on that day, at the general office of the Employer by 16:00. Further, if a statutory holiday should fall on a payday payment shall be made on the first preceding workday. Employees may elect to have pay cheque mailed to an address they supply to the Employer.
- 5.05 Employees shall be given all wages and statements as necessary in the event of termination, in accordance with the applicable legislation. In the event that the employee terminates employment without giving notice, wages and settlements shall be available within five (5) working days of such termination.
- 5.06 Non-payment of wages when due or non-payment of monies due to the employees and the Union shall constitute a fundamental breach of this Agreement, and in such cases, neither the Union nor any of its members shall be held liable for work stoppage or for any liabilities whatsoever resulting in such action.

- 5.07 The Employer shall make the required Income Tax, Canada Pension Plan and Unemployment Insurance deductions and contributions as required under Provincial and Federal Statute.

ARTICLE 6 - Workplace Harassment

- 6.01 Every employee has the right to work in a harassment free environment and to that end the Employer shall be committed to creating and maintaining a work environment which is free of any form of harassment.
- 6.02 Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance or workplace relationships or endangers an employee's employment status or potential.
- 6.03 Personal harassment shall be defined as any practice that undermines an Employee's health, job performance or workplace relationships or endangers an employee's status or psychological well-being.

ARTICLE 7 - Sick Leave, Compassionate Leave, Maternity Leave and Other Leave

- 7.01 b) Sick leave is defined, as a period of time an employee is absent from work with Full pay by virtue of being sick or disabled or under the examination or treatment of a physician, chiropractor or dentist or because of an accident for which Compensation is not payable under the Workers Compensation Act.
- a) During an absence due to illness the employee's benefit coverage shall be maintained by the Employer for a period of twelve (12) months.
- 7.02 The employer reserves the right to require satisfactory proof of illness or injury before any sick leave is granted including an indication of the general nature of the illness or injury. The employer may request an employee to produce a Medical certificate for any day or days that the employee is absent due to illness.
- 7.03 Employees will notify the employer as promptly as possible of any absence from duty because of illness and employees will be expected to notify the Employer prior to their return.
- 7.04 Employees shall be entitled to sick leave as follows:
- a) In case of illness, regular full time and regular part time employees, who have completed the probationary period, shall be granted sick leave with pay at the rate of one day per month of full time employment.
- b) All unused portions of monthly sick leave shall accrue to the

employee's future benefit to a maximum accumulation of twelve (12) days.

- c) Sick leave pay shall be paid for the three days or less not covered by the Workers Compensation Act when the employee has accumulated sick leave credits.
 - d) Employees with accumulated sick leave to their credit shall turn over, or cause to be turned over, to the Employer any monies paid or payable to them by the Workers Compensation Board and upon doing so will receive full pay up to the value of the accumulated sick leave. In such cases there will be a reduction from the accumulated sick leave of the percentage by which the Worker's Compensation Board does not recompense the Employer. If there is no credit of sick leave, employees will retain their WCB cheques.
- 7.05 When no person other than the employee is available to provide for the needs during illness or injury of a dependent child, spouse or parent, the employee, upon prior approval by the Employer, may be entitled to use a maximum of five (5) paid sick leave of absence days per year for this purpose.
- 7.06 Employees who are off because of sickness or accident, shall at the expiration of Sick leave, be continued on the payroll under the heading of "Leave of Absence Without Pay" for a period of not less than thirty (30) calendar days. If the employer receives a written report within the aforementioned thirty (30) calendar day period from such employee, explaining his or her condition, the Employer at their sole discretion may continue to permit the employee the status of "Leave of absence without pay."
- 7.07 No cash payment for unused sick leave will be paid to any employee.
- 7.08 In the event of serious illness or bereavement, a regular full time or regular part-time employee may be entitled to a maximum of five (5) working days with pay for compassionate leave with regards their immediate family. The immediate family shall include the father, mother, brothers, sisters, spouse, children, aunts and uncles, in-law parents, in-law brothers and sisters, grandparents and grandchildren of an employee.
- a) The definition of serious illness shall rest with the attending Physician.
 - b) The definition of bereavement shall be death.
- 7.09 Leave of absence without loss of pay shall be granted to an employee who is required to act as a witness in a court of law.

- 7.10 Other leaves of absence shall be mutually agreed between the Employer and the Union. Such other leaves shall not be unreasonably denied by the Employer.

ARTICLE 8- Benefits

- 8.01 Regular full time employees shall receive, in addition to their applicable hourly rate of pay, full payment of the Medical Services Plan of British Columbia Premiums.
- 8.02 Regular part time employees shall receive a pro rated payment of the Medical Service Plan of British Columbia premiums and the Group Plan benefit premiums as are currently available under the Chamber of Commerce extended Medical, Life Insurance and Dental Plan as described in Appendix C. as a proportion of 40 hours per week.
- 8.02 In the event of a work stoppage, the Employer agrees to maintain all benefits as outlined above on behalf of the employees covered by this Agreement. In the case of a work stoppage due to a strike authorized by the Union the Union agrees to reimburse the Employer for the premiums of the employees covered by this Agreement during that period.
- 8.04 The Employer agrees to continue the full monthly premiums of all benefits for any month for which an employee receives payment from the Workers' Compensation Board of B.C. or the Long Term Disability Plan (including the LTD elimination period) for a period of up to six (6) months.
- 8.05 The Employer agrees to continue the full monthly premiums of all benefits for any month for which a full time employee receives payment from the Employer.
- 8.06 In other circumstances the employee may opt to continue coverage by arranging to pay the full premium to the Employer.
- 8.07 Employee benefits shall be provided to permanent part time employees on a benefit pay basis. Such benefit pay shall be included in each pay cheque. Benefit pay value shall be determined as a percentage of salary utilizing the costs of medical, dental, extended health and group life insurance at the single rate as per Appendix C.
- 8.08 Pertaining to any employee hired after January 1, 2004, the Tidemark Theatre Society will cover the cost of benefits for the employee only. Employees hired after January 1, 2004 may choose to reimburse the Employer, through payroll deduction, for the cost of benefits for family

members. This article excludes employees who were employed by the Tidemark Theatre Society before January 1, 2004.

ARTICLE 9 - Union Insignia

- 9.01 The Employer will allow the IATSE Local 168 (Vancouver Island) insignia to be placed on products built or supplied by Union employees of the Tidemark Theatre Society for Theatre Sponsored Events. 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. Said insignia shall at no time be used in a manner detrimental to the interest or welfare of the Employer or the Union.
- 9.02 The Employer shall give credit in the production program for work carried out by members of the Union. Further if the Union wishes the union insignia to be displayed in the program the Employer shall do so in a mutually acceptable format. The Union shall provide "camera ready" copy for any such display.
- 9.03 Where recognition of any other unions or professional organizations (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 display shall be supplied by the Union.

ARTICLE 10 - Safety and Health

- 10.01 It is agreed the Employer and the Union shall fully cooperate and ensure compliance with safety rules and practices. The employer and the Union recognize the shared responsibility upon the Employer, Union and each individual by the Workers Compensation Board Act and other applicable legislation.
- 10.02 A safety committee shall be established in accordance with the Workers' Compensation Board requirements. Safety meetings will be held in accordance with the requirements of the act during working hours and no member of the committee will suffer deduction of wages for time spent on behalf of the committee. The Union shall be allowed two (2) representatives on this committee.
- 10.03 An employee having to cease work due to an injury covered by the Workers' Compensation Board shall be paid at the applicable straight time rate up to the end of the day for which he was called.
- 10.04 Employees shall not be required to work under unsafe conditions and shall not be required to work in any unsafe location without adequate safety

equipment. Any unsafe equipment or conditions shall be brought to the Employer's attention by the shop steward for immediate resolution. Any dangerous situations are to be avoided and other work shall continue while the situation is resolved. Disputes shall be referred to the grievance procedure.

- 10.05 Safety procedures shall be followed and safety equipment provided by the Employer shall be used by the employees.
- 10.06 The Employer shall provide first aid services and a first aid facility in accordance with the Statutes of British Columbia and the regulations of the Workers' Compensation Board.
- 10.07 It shall not be a condition of employment for any casual or non-technical employee to hold any first aid certification. Any full time or regular part time technical employee who is required to obtain first aid certification shall be given time off with pay to attend the appropriate training and the Employer shall pay all the costs associated with such training.
- 10.08 An employee who is designated as a first aid attendant on any shift shall be compensated while working that shift with a premium of one dollar (\$1.00) per hour if the required level of certification is Level One (1) as described by the Workers' Compensation Board of B.C. and two dollars (\$2.00) per hour if the required level of certification is Level Two (2) as described by the Workers' Compensation Board of B.C.

ARTICLE 11 - Dues Deductions

- 11.01 The Employer shall deduct from the wages of each employee and shall remit to the Union by the tenth (10) day of the month following the deduction such Union dues and assessments as may be prescribed from time to time by the Union.

ARTICLE 12 – Discipline

- 12.01 The Employer shall have the right to dismiss from a position any employee for which the Employer has just cause. If after dismissal of any employee, the Employer cannot show just cause then the employee shall be reinstated and the Employer shall pay that person or employee for all wages and benefits lost as a result of this dismissal. "Just cause" in this Agreement shall include, but not be limited to:
- a) Breach of any reasonable regulation from time to time made by the Employer governing the duties and functions of the employees necessary for the conduct and management of the Employer's business insofar as such rules and regulations do not conflict with the

terms of this Agreement.

- b) Insubordination or failure to obey the proper instructions of superiors.
 - c) The fact that the Union is unable to demonstrate that a person is experienced or trained for the particular duties to be assigned.
 - d) Unsatisfactory performance of duties.
 - e) Intoxication or being under the influence of drugs or other substances while at work.
 - f) Criminal dishonesty.
- 12.02 No employee shall be disciplined except for just cause. In cases of discipline the burden of proof shall rest with the Employer and all notices of discipline for just cause shall be in writing and copies given to the employee involved and to the Union within forty-eight (48) hours. Notwithstanding the rights of a supervisor to supervise, evaluate and discipline employees, an employee may, at his discretion, request the attendance of a Union representative at any discussion between the employee and a supervisor which the employee believes may result in an adverse report or discipline recommendation. An employee may request at any time during a discussion that further discussion be postponed pending arrangements for a Union representative to be present.
- 12.03 Any employee may review his personnel file at any reasonable time and may copy any documents therein. The employee may respond in writing to any document and such reply shall become part of his personnel file for the life of the documents.

ARTICLE 13 - Grievance Procedure

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

Step 1: Any such difference shall in the first instance be discussed between a duly authorized representative of the Union and a duly authorized representative of the Employer within five working days of the incident.

Step 2: If no settlement is reached at step 1 within seventy two (72) hours,

the circumstances giving rise to the grievance shall be put in writing and sent to the Employer and the Union who shall each appoint a senior representative who shall meet as soon as possible in an earnest effort to resolve the grievance. If no settlement is reached between them in five (5) working days, they may refer the difference to a single arbitrator whose decision shall be final and binding on all persons bound by this Agreement.

Step 3: If the Union and the Employer cannot agree on a single arbitrator within two weeks or ten (10) working days, either party may request the Minister of Labour to appoint such a single arbitrator

13.02 The time limits as set out in the Grievance Procedure may be varied by mutual consent of the Employer and the Union.

13.03 Employees will be paid for attending grievance meetings with the Employer during scheduled working hours when their attendance is requested by the Employer.

13.04 The costs of and incidental to any arbitration shall be awarded by the arbitrator based upon substantial success.

ARTICLE 14 - Lockouts and Strikes

14.01 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.

14.02 An employee covered by this Agreement shall have the right to refuse to cross a legally established picket line and/or refuse to do the work of striking or locked out employees.

ARTICLE 15 - Management Rights

15.01 Subject to the terms of this Agreement, the management of the work force and methods of operation shall remain vested exclusively with the Employer.

15.02 The Employer agrees to provide current job descriptions which shall be available to the Union on request. Significant revisions of duties shall be subject to negotiated wage scale revisions.

15.03 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 under the Employer's control.

ARTICLE 16 - Union Right of Entry

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

ARTICLE 17 - Stewards

17.01 Stewards shall be recognized in all venues covered by this Agreement and shall not be discriminated against. Management shall be notified by the Union of the name or names of such stewards.

17.02 It is understood that stewards, with the approval of 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. Approval shall not be unreasonably withheld.

17.03 When the Employer requests a meeting with the Union, employees who are required to attend by the Employer shall suffer no loss of pay.

17.04 An employee who has been elected or appointed by the Union to attend Union functions shall be granted a leave of absence without pay, subject to operational requirements. Not more than one (1) person may take such leave at any one time. No employee shall exceed five (5) working days for this purpose. The Union must provide two (2) weeks notice of such leave.

ARTICLE 18 - Technological Change

18.01 The Employer shall not alter significantly the conditions of work of the employees without prior notice to and consultation with the Union.

18.02 In the event the Employer should wish to introduce changes or new methods of operations which require new, different or greater skills than are possessed by the employees under the present method of operations, such employees shall be given a period of time mutually agreed upon by the Union and the Employer to perfect or acquire the skills necessitated by the change or new method of operations at the expense of the Employer.

ARTICLE 19 - General Conditions

- 19.01 Subject to provisions contained elsewhere in this Agreement employees may be assigned to categories of work other than that of their primary assignment to provide temporary assistance within a department or in other departments provided that such temporary assistance does not affect the ability of that employee to properly perform the duties for which that employee was hired, to the mutual satisfaction of the Employer and the Union.
- 19.02 When there is a work period of three (3) hours or longer, the employees shall be entitled to one paid fifteen (15) minute rest period approximately mid point after the start of the work period. This rest period may be deferred by mutual consent of the Union.
- 19.03 Adequate restroom facilities will be provided in accordance with the statutes of British Columbia and shall be maintained in a clean condition by the Employer.
- 19.04 Necessary pick up and wash up time will be allowed prior to quitting time.
- 19.05 No employee shall be required to supply any tools on the Employer's premises other than normal trades hand tools. An employee may, at his own discretion, supply additional tools.
- 19.06 If an employee chooses to supply tools other than the basic hand tool kit, the Employee shall insure those tools against loss while on the Employer's premises or in a venue which is under the care and control of the Employer.
- 19.07 No employee shall be required to supply a vehicle for company business. Employees who use their vehicle for company business shall be reimbursed by the Employer at a rate of \$0.45 per kilometer and the Employer shall reimburse the employee for any additional insurance costs necessitated by such use.
- 19.08 The Employer agrees to provide adequate parking at no cost to the employee within a reasonable distance of the workplace.
- 19.09 The Employer shall provide bulletin boards which are accessible to all employees upon which the Union shall have the right to post notices of meetings and such other notices that may be of interest to the employees.
- 19.10 The Union and the Employer desire that every employee be familiar with

the provisions of this Agreement and their rights and obligations there under. Therefore the Employer shall print and maintain sufficient copies of this Agreement for distribution. The cost of such printing shall be shared equally between the Union and the Employer.

19.11 Where the masculine is used in this Agreement it shall be taken to mean and include the feminine.

ARTICLE 20 - Retirement Plan

20.00 The Employer and Union shall continue to investigate a retirement plan.

ARTICLE 21 - WCB

21.01 The Employer shall carry Workers Compensation Board Insurance as is required by Law.

ARTICLE 22 - Labour Management Committee

22.01 The Employer and the Union shall co-operate in establishing and maintaining a labour management committee whose responsibility it shall be to review and make recommendations regarding any subjects of mutual interest to the Employer and the Union including but not limited to the administration of this Agreement.

22.02 Except by mutual agreement, the Employer and the Union shall each be entitled to a maximum of three (3) representatives at each meeting of the committee.

22.03 The Employees shall not suffer any loss of wages for attendance at the meetings.

ARTICLE 23 - Term of Agreement

23.01 This Agreement shall be for a term of three (3) years with effect from January 1st 2004 until December 31st, 2006.

23.02 If no notice is delivered by either party pursuant to 23.03 below, this agreement shall remain in full force and effect.

23.03 Either party is at liberty at any time to deliver to the other party written notice of that party's desire to change, amend or cancel the agreement.

23.04 Upon receipt of notice pursuant to 23.03 the Employer and the Union shall meet within a mutually agreed time, not to exceed sixty days, to provide each other particulars of any changes or amendments either party may

desire.

PART II - REGULAR PART TIME and FULL TIME EMPLOYEES

This part shall cover the working conditions which are particular to the employees of the Employer who are regular part time or full time employees of the Employer performing work within the bargaining unit covered by this Agreement

ARTICLE 24 - Hiring

- 24.01 Regular part time or full time employees shall be hired directly by the Employer.
- 24.02 The Employer agrees to notify the Union of such openings at least one week prior to general job posting and all other things being equal, including but not limited to education, related job experience and compatibility, agrees to prefer Union members before non union persons.

ARTICLE 25 – Remuneration

- 25.01 When an employee who temporarily relieves or substantially performs the duties of a higher paid position for at least one day, he or she shall receive the hire rate of pay.
- 25.02 When an employee is temporarily appointed to relieve a non-Union employee at a higher paying position, and is required to perform a limited number of the duties of the higher position, a pay adjustment in the amount determined by the Employer, prior to commencing such duties when it is practical to do so, shall be made to compensate for the additional responsibilities assumed. Such adjustment will not be less than five (5) percent above the employee's regular rate.

ARTICLE 26 - Hours of Work

- 26.01 a) For full time employees, regular hours of work shall consist of forty hours per week within a five-day work week.
- b) A calendar week shall begin Sunday at 00:01 (one minute past midnight) and end Saturday at 24:00 (midnight) and shall include two scheduled days off within a calendar week.
- c) Owing to the nature of theatrical operations, hours of work shall not be fixed with respect to time of day, nor day of week. As such the Employer may designate employees who will work on a flextime schedule.

- d) For the purposes of this agreement flex time means the hours worked by employees who are given the authority by the Employer to:
 - i. Choose their starting and finishing times and
 - ii. Choose the length of their work day within a stated number of hours subject to meeting the required hours of work through a specified averaging period.
- e) The averaging period of those employees on flex time shall be 80 hours per two week period.
- f) A workday for those employees on flex time shall not exceed Ten (10) hours.
- g) Required hours per averaging period will be as follows:
 - i. Employees on a 40 hour work week shall work 80 hours per averaging period.
 - ii. 40/80 per pay period. Five 8 hours shifts per week, or four 10 hour shifts per week, by mutual agreement with the Employer.
 - iii. All scheduled and authorized overtime by the Employer may be banked by the employee as per 28.01 and 28.02 of this collective agreement.
 - iv. Banked hours may be used appropriately as flex time hours by mutual agreement between the Employee and Employer.
- h) Employees working flex time must meet the requirements of the business of the Theatre and must attend meetings scheduled at least 48 hours in advance by the Employer.
- i) For employees working less than 40 hours per week, hours worked in an averaging period will be prorated.

26.02 No Employee shall be required to work more than six (6) consecutive days in a work week. Should the circumstances of the Employer dictate that an employee must work more than six (6) consecutive days, the seventh (7th) day, and all consecutive days thereafter shall be at double the employee's applicable rate of pay.

- 26.03 For part time employees hours of work for employees shall be as contained in the employee's job description.
- 26.04 When not working as a member of a production stage crew, a meal break shall be defined as one unbroken, unpaid half hour or hour (at the discretion of the employee) within which the employee can eat a meal. When working as a member of a production stage crew, a meal break shall be as defined by Articles 33.03, 33.04, 33.05, 33.06 and 33.07.
- 26.05 When an employee is not permitted to leave the workplace due to operational requirements the Employer will provide the employee with a meal allowance equal to one half (1/2) hour pay at the appropriate straight time rate.

ARTICLE 27 - Layoff and Recall

- 27.01 In the event that the Employer determines it necessary to lay-off employees due to a lack of work the following shall apply:
- a) Prior to announcing any lay-offs the Employer shall consult with the Union to explore alternatives.
 - b) During a layoff, the employee will not be hired as a casual employee under the provisions contained elsewhere in this agreement. as a way of circumventing the Employer's obligations with regards to benefits and pensions.
 - c) Should it be shown that a regular Full Time employee being laid off Under this Article, works a period of four (4) consecutive weeks at twenty-five (25) or more hours per week, that employee shall be reinstated to his previous position and compensated of all hours lost as a result of the layoff.
 - d) Full time and regular part time 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 eight (8) weeks. Failure to notify shall result in equivalent compensation in pay.
 - e) Employees will be laid-off in reverse order of seniority within their department provided the remaining employees have the skill and ability to perform the remaining work or as mutually agreed between the Union and the Employer.
 - f) Employees will be rehired in order of seniority provided the remaining employees have the skill and ability to perform the

remaining work or as mutually agreed between the Union and the Employer.

- g) It is understood that employees under layoff may not be available to the Employer on an incidental or temporary basis. No employee shall be disciplined or suffer discrimination for seeking alternative employment during a layoff.

ARTICLE 28 - Computation of Pay

28.01 By mutual agreement between the Employer and the Union, an employee may take time off work in lieu of remuneration for overtime. In such a case the time off shall be calculated in the same manner as the rates of pay as outlined in Article 28.02; Banked overtime shall not be carried over into the next fiscal year end and shall be paid out by the Employer December 30th of each year.

28.02 For the purposes of calculating overtime the following factors shall be applied:

- a) For all time worked over eight (8) hours and up to ten (10) hours in a day or over forty (40) hours in a week, one and one-half (1 1/2) times the straight time hourly rate.
- b) For all time worked over ten (10) hours in a day, two (2) times the straight time hourly rate.

28.03 Statutory holidays shall be allowed as per Provincial Statute. All employees who are required to work on Statutory holidays shall be compensated at one and one-half (1 ½) the appropriate rate.

28.04 For regular part time employees who are not eligible for statutory holiday benefits as provided for in Article 28.03 above shall in lieu thereof be paid, in addition to their regular wages, an amount equal to four percent (4%) of that employee's gross wages, to be paid as part of each regular pay cheque.

28.05 For the purposes of this Agreement the following have been designated as paid Statutory Holidays:

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

plus any other general holiday proclaimed by Federal, Provincial or

Municipal Governments.

ARTICLE 29 - Annual Vacations, Holiday Pay

29.01 Permanent Full Time Employees vacation leave shall accrue annually on the following basis:

- a) After the first year of service and up to the end of the second year of service – two (2) weeks (80) hours paid vacation per annum at the employee’s regular rate of pay.
- b) In the third year of service and up to the end of the sixth year of service - three (3) weeks (120) hours paid vacation per annum at the employee’s regular rate of pay.
- c) In the seventh year of service and up to the end of the twelfth year of service - four (4) weeks (160) hours paid vacation per annum at the employee’s regular rate of pay.
- d) In the thirteenth year of service and up to the end of the eighteenth year of service - five (5) weeks (200) hours paid vacation per annum at the employee’s regular rate of pay.
- e) In the nineteenth year of service and thereafter - six (6) weeks (240) hours at the employee’s regular rate of pay.

For Permanent Part Time Employees:

- a) Four percent (4%) of gross wages during the first calendar year of Service, and up to the end of the second year.
- b) Six percent (6%) of gross wages during the third and up to the sixth year of continuous service.
- c) Eight percent (8%) of gross wages during the seventh (7) year and up to the end of the twelfth (12) year of continuous service.
- d) Ten percent (10%) of gross wages during the thirteenth (13) year and up to the end of the twentieth (20) year of continuous service.
- e) Twelve percent (12%) of gross wages thereafter.

29.02 If a paid holiday falls or is observed during an employee's vacation period, that employee shall be allowed an additional vacation day with pay at a

- time mutually agreed upon by the employee and the Employer.
- 29.03 A maximum of two (2) weeks of accumulated vacation time may be carried over to the next year by mutual agreement with the employer.
- 29.04 Holiday pay due shall be paid prior to the vacation leave.
- 29.05 Scheduling of employees' vacation shall be first by mutual agreement between the employees and the Employer and where agreement cannot be reached those employees with the longest service with the Employer shall be given preference.

ARTICLE 30 - Seniority

- 30.01 Seniority for the purposes of PART II of this Agreement shall be determined from the first day of employment with the Employer. A break in employment with the Employer of greater than one year shall end the current seniority for that employee, unless due to serious injury, involving medical care and physical Rehabilitation, the employer agrees to extend the employee's seniority for a further year.

PART III - CASUAL EMPLOYEES

Part III shall cover the employees of the Employer who are casual employees performing work within the bargaining unit covered by this Agreement.

ARTICLE 31 - Hiring Hall

- 31.01 When casual employees are required by the Employer, the Employer agrees to contact the Union for dispatch of personnel by the Union. Such personnel shall become employees as defined by Provincial and Federal Statute.
- 31.02 If the Union is unable to supply qualified personnel, the Employer may obtain help elsewhere. Such persons shall pay Union permit fees as prescribed by the Union from time to time. Such persons shall register with the Union.

ARTICLE 32 - Remuneration

- 32.01 When an employee is hired in the first instance as a Crew Chief or Department Head for a particular production then that employee shall be paid the applicable rate for the entire time the employee is working on that production.
- 32.02 If 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 rate of remuneration is provided in Appendix B then that employee shall be paid the higher rate for the entire time the employee is working on that shift.

ARTICLE 33 - Hours of Work

- 33.01 Casual employees shall be hired for the set-up, run and take-out of the production for which they are employed and shall be employed in the categories of work and departments for which they were called. Employees shall not be dismissed except for just cause and shall not be assigned to other categories of work or departments except that the Employer may:
- a) Where the work available requires, reduce or increase the size of the crew. Crew size shall be determined by past practice and precedent in the industry as agreed between the Employer and the Union.
 - b) Upon notice to and agreement by the Union, assign employees to other categories of work or departments where such assignment is temporary in nature to lend assistance to existing employees within that department.

- 33.02 When there is a work period of three (3) hours or longer, the employees shall be entitled to one paid fifteen (15) minute rest period approximately mid point after the start of the work period. This rest period may be deferred by mutual consent of the Union and the Employer. If this break is deferred, the fifteen (15) minutes shall be added to the time worked on that shift for pay purposes.
- 33.03 Either of the following shall be defined as constituting a “meal break”:
- a) One unbroken, unpaid hour within which an employee can eat a meal.
 - b) 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.
- 33.04 No unpaid meal break shall be allowed during a call of five (5) hours or less.
- 33.05 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 previous meal break.
- 33.06 The normal time between meal breaks shall be four (4) hours. The time allowed between meal breaks may be extended to five (5) hours when extra-ordinary circumstances require.
- 33.07 Should an employee be required to remain on duty without a meal break after a period of five (5) hours then he shall be paid a premium rate of one and one-half (1 1/2) times the applicable rate of pay until he is released. This provision shall apply equally as for a meal break or the end of a day.
- 33.08 When employees are called to work and perform work they shall be paid not less than four (4) continuous hours at the applicable rate. In the event that employees are called to work and they are dismissed without performing any work they shall be paid for two (2) hours at the applicable rate.
- 33.09 A recall to work after a break of greater than two (2) hours shall constitute a new four (4) hour call.
- 33.10 A call for stage employees to perform work during a performance only shall start at least thirty (30) minutes prior to the scheduled commencement time of the performance.

- 33.11 A call for stage employees to perform work prior to a performance and during a performance shall start at least ninety (90) minutes prior to the scheduled commencement time of the performance.
- 33.12 If an employee is required to return from a meal break less than thirty (30) minutes prior to the scheduled commencement time of a performance that employee shall be paid an additional one-half (1/2) hour at the applicable rate.

ARTICLE 34 - Calling Procedure

- 34.01 The time of a call shall be at the discretion of the Employer. The Employer shall advise the Union's calling steward of the time of the call, the number of persons needed for each category of work and a preliminary work schedule based upon information available at the time of the call. The call shall be made as soon as possible but in no event shall the Union be held liable or responsible in any way if the call is received by the calling steward less than seventy-two (72) hours prior to the time of the call. The Union shall at all times endeavor to accommodate the Employer's needs when circumstances require the call to be made less than the seventy-two (72) hours referred to above.
- 34.02 On any call the first person hired and the last person released shall be the Crew Chief. The Crew Chief may be required to act as a department head.
- 34.03 A department head shall be assigned to each department in which work is being carried out and such department heads shall not be released from duty prior to the release of technicians employed on such production in their department nor in the case of bona fide road crew or amateur technicians while any work is being carried out in their department.
- 34.04 The Employer may supply the Union with a list of preferred casual employees and alternatives with reasons for their hire.
- 34.05 Notwithstanding the Union's seniority provisions, the Union Calling Steward shall endeavor to accommodate the Employer's request when, in his opinion, the request has merit based on the needs of the production. Seniority for the purpose of hiring of casual employees shall be at the sole discretion of the Union and the general provision of qualified personnel with highest seniority being first hired shall prevail at the sole discretion of the Union with regards to this Article.
- 34.06 If the Employer wishes to cancel a call, it shall do so by notifying the Union's calling steward of the cancellation at least twenty-four (24) hours prior to the time of the call. In the event that such notice is not given, unless the Union consents to such cancellations, the Employer shall pay

to the employees designated by the Union to fill the call an amount equal to that remuneration which the employee would have earned through two (2) hours of work at the applicable rate. If the call is postponed without prior notice of twenty-four (24) hours before the original time of call, and if the call is subsequently cancelled, then this article shall be applied to the original time of call.

- 34.07 Nothing herein shall restrict a person hired for a particular job from assisting any other employee working in another department provided that such assistance is temporary (that is, not a routine function) and does not affect the ability of that employee to properly perform the duties for which he was hired.
- 34.08 Any reduction in the size of the crew required by a lack of work shall be accomplished by the release of that person or those persons designated by the Union's representative provided that the Employer shall have the right to request specific employees as provided by Articles 34.04 and 34.05.

ARTICLE 35 - Computation of Pay

- 35.01 For the purposes of computing pay for regular time and overtime:
- a) The end of each day is midnight and the end of each week is Saturday midnight, except where an employee works a continuous period of time which starts before midnight and ends after midnight, in which case the end of the day shall be the end of that continuous period of work.
 - b) If an employee, at the call of the Employer, completed a period of duty in any day and is recalled to duty by the Employer on the same day after a break of greater than two (2) hours has elapsed since the completion of that period of duty, and as a result of such recall works a further period of time, the employee shall be paid one (1) hour travel time at the applicable rate.
 - c) If an employee is released prior to the completion of a minimum call and is recalled for a further period of duty after a break of greater than two (2) hours has elapsed, that employee shall be paid one (1) hour for travel time at the applicable rate less that amount of time that remained in the call from which the employee was released.
 - d) When an employee returns to work after an unpaid meal break, the employee shall be paid not less than two (2) continuous hours at the applicable rate.

- 35.02 The following times shall be paid at one and one-half (1 1/2) the appropriate straight time rate:
- a) Time worked in excess of eight hours (8) hours in any day.
 - b) Time worked in excess of forty (40) hours straight time in any week.
 - c) Time worked between the hours of one (1) a.m. and eight (8) a.m.
- 35.03 The following times shall be paid at double the straight time rate:
- a) All time worked in excess of ten (10) hours in any one day.
- 35.04 The Employer shall not be liable for paid Statutory Holidays as required by the Employment Standards Act of B.C. However, in lieu of this requirement the Employer shall pay to each employee an amount equal to four percent (4%) of that employee's gross wages, to be paid as part of each regular pay cheque.
- 35.05 If a casual or stage employee is late for a scheduled shift the Union Calling Steward shall immediately attempt to find a replacement. As soon as another Employee accepts the call the first employee shall be relieved from the opportunity to work.
- 35.06 There shall be no pyramiding of overtime and the highest payable rate is triple time.

ARTICLE 36 - Holiday Pay

- 36.01 The Employer shall pay to each casual employee, each pay period, in addition to remuneration required under this Agreement holiday pay on the following basis:
- a) Four percent (4%) of gross wages during the first and second calendar year of continuous service.
 - b) Six percent (6%) of gross wages thereafter.
- 36.02 Continuous service shall be deemed to have been broken if an employee has a lapse of service of more than twelve (12) consecutive months.
- 36.03 For the purposes of calculating the rate of holiday pay, the first date of service with the Employer shall be the effective date, notwithstanding clause 36.02.

IN WITNESS WHEREOF these two parties have set their hands this _____
day of _____ 2005.

For the EMPLOYER:

Tidemark Theatre Society

Tidemark Theatre 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

APPENDIX A - JOB DESCRIPTIONS and POLICY

- 1.01 The Employer agrees to provide current job descriptions which shall be available to the Union on request. Significant revisions of duties shall be subject to negotiated wage scale revisions.
- 1.02 In recognition of past practice and precedent of the Tidemark Theatre Society, the Employer may utilize volunteers to act as ushers, ticket takers and concessionaires. Such volunteers shall receive no compensation for their services.
- 1.03 The employer shall accept full responsibility for the supervision of all volunteers who fall under 1.02 Appendix A herein.

APPENDIX B - HOURLY RATES of REMUNERATION

<u>Classification</u>	2004	2005	2006
	0%	3%	3%
	Jan. 1st	Jan. 1st	Jan. 1st
Technical Director	20.14	20.74	21.37
Assistant TD	18.90	19.47	20.05
Ticket Centre Coordinator	16.20	16.69	17.19
Ticket Centre Clerk	12.95	13.34	13.74
Theatre Accountant	20.02	20.62	21.24
Theatre Publicist	15.16	15.61	16.08
Crew Chief	17.33	17.35	18.39
Department Head	16.23	16.72	17.22
Operator / Rigger	15.16	15.61	16.08
Grip Technician	14.07	14.49	14.93
Janitor	13.00	13.39	13.79

APPENDIX C - GROUP PLAN BENEFITS

The Campbell River Chamber of Commerce Group Plan Benefit Package as of May 2001 is as follows:

1. Medical Services Plan – Paid in full by the employer.
2. Vision Care - to be negotiated.
3. Dental Plan – Maritime Life (Plan B). Full Premiums paid by Employer
4. Long Term Disability Plan – Seabury and Smith. Full Premiums paid by Employer
6. Group Life Insurance Plan – Seabury and Smith. Full Premium paid by Employer.

For the purpose of Article 8.07 this benefit package shall be valued at \$1.30/ hr.

APPENDIX D - DEFINITIONS

Employee: Is any person defined as such by the Labour Relations Code of British who is covered by this Agreement.

Full Time Employee: Is an employee covered by this Agreement who works a regular full time work schedule as defined by Article 26.01 of this Agreement.

Regular Part Time Employee: Is an employee covered by this Agreement who works less than full time as defined by Article 26.01 of this Agreement but who works on a regular schedule.

Casual Employee: Is an employee hired through the provisions of Article 31 of this Agreement to occupy a position on an intermittent basis, to perform specific short term or occasional functions.

Crew Chief: The functional supervisor of the stage crew. The Crew Chief may also be a Department Head.

Department Head: The supervisor of a stage department and reports to the Crew Chief.

Operator: A stage employee who operates a special piece of equipment such as a follow spot, lighting or sound console, pyrotechnic devices, fog machines and other special effects. Reports to the Department Head.

Rigger: A stage employee whose primary responsibility is the safe installation of temporary rigging equipment associated with special or temporary technical equipment such as lighting trusses and the like.

Car / Truck Loader: A stage employee whose primary function is the loading and unloading of equipment from within a truck.

Grip Technician: A stage employee who carries out work necessary for the technical requirements of a production. Each grip works within a department and reports to the Department Head.

Production Crew: Those employees who are hired to load in, set up, run and load out a show.

Shop Steward: The employee designated to represent the Union in the Workplace. All grievances from employees are officially channeled through the Shop Steward.

Department: For the purposes of this Agreement a department is an area of work which incorporates distinct activities which distinguish it from other departments. As it relates to the general operations of the Tidemark Theatre the departments are: Box Office, Front of House, Theatre Publicity, Accounting, Administration and Technical. As it relates to stage operations, the departments are: Carpentry, Flying and Rigging, Electrics, Sound, Properties and Wardrobe. (Special effects are normally part of the Properties department but may be incorporated into other departments when more practical or appropriate.)

Call: A call is a general term which can apply to a day or part thereof or a series of days or parts thereof which describes the work schedule as it is given to employees hired under the provisions of the Agreement.

Shift: A period of work which is unbroken except by "coffee breaks" or meal breaks.

Day: The total of all shifts worked on a calendar day which begins after 12:00 midnight. The end of the day is defined by a break of eight hours or greater between shifts which do not begin on the same calendar day.