



Collective Agreement

Between

Victoria Stage Inc.

and

**The International Alliance of Theatrical Employees,
Moving Picture Technicians, Artists and Allied Crafts
of
The United States and Canada
Local 168 (Vancouver Island)**

**February 28, 2005 to December 31, 2005
(For a predefined number of events not to exceed 150)**

Amended April 1, 2005

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COLLECTIVE AGREEMENT

BETWEEN:

**VICTORIA STAGE INCORPORATED
(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 General Purpose of this Collective Agreement is to establish and maintain mutually satisfactory working conditions, hours of work and wages.
- 1.02 This Collective Agreement shall constitute the working conditions for the employees of the Employer.
- 1.03 All of the terms and conditions of this Collective 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 - UNION SECURITY

- 2.01 Every employee coming within the scope of this Collective Agreement shall become and remain a member in good standing of the Union, except as otherwise provided for in this Collective Agreement.
- 2.02 It is understood that Stewards 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 3 - DUES DEDUCTIONS

- 3.01 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.

ARTICLE 4 - HIRING

4.01 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.

- 4.02 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. Crew size will be determined by a balance of precedent in the industry and local practice.
- 4.03 The employer shall have the ability to request, and/or approve the employees working in the positions of Crew Chief and Heads of Department.

ARTICLE 5 - PROBATIONARY PERIOD

- 5.01 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 6 - WAGES AND SALARIES

- 6.01 Wages and salaries as set out in Schedule A shall apply and form part of this Collective Agreement.
- 6.02 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.

- 6.03 Wages shall at the choice of the Employer be either paid on a per production basis or paid bi-weekly every second Friday. Pay statements will include an itemized statement of hours worked in the pay period, at straight time and overtime, with rates of pay and all provincial and federal statutory deductions.

ARTICLE 7 - HOURS OF WORK

7.01 Hours of Work

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 Collective Agreement.

7.02 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 thirty (30) minute increments.

7.03 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.

7.04 Travel Time

There is no travel time paid under this Collective Agreement.

7.05 Calls

If an employee completes a call in any day and performs work on the same production, in the same department, after a break of more than two (2) hours, it shall be considered a new minimum four (4) hour call.

ARTICLE 8 - MEAL BREAKS

8.01 Meal Breaks

- (a) Either of the following shall be defined as constituting a “meal break” for all stage production employees:
 - (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) 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.
- (c) No unpaid meal break shall be allowed during a shift of five (5) hours or less.
- (d) The normal time allowed between meal breaks shall be four (4) hours. When there is a continuous work period greater than five (5) hours, the personnel shall be paid at one and one half (1 ½ x) times the rate of pay in effect until such time as a meal is called.
- (e) 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 9 - REST PERIODS

9.01 Employees shall be entitled to one (1) fifteen (15) minute paid rest break in each half of a shift of four (4) or more hours duration. The rest period should be approximately midway through this work period where possible.

9.02 The rest break shall not interfere with the running of a performance and may be deferred to an alternate time or the end of the shift as an extra fifteen (15) minutes of time worked.

ARTICLE 10 - CALLING PROCEDURES FOR CASUAL STAGE EMPLOYEES

- 10.01 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.
- 10.02 A call to perform work prior to a performance as well as during the performance, shall commence at least ninety (60) minutes prior to the scheduled commencement time of the performance.
- 10.03 The Union's Calling Steward shall dispatch fully qualified employees in accordance with the Employer's requirements.
- 10.04 On any production the first employee hired and the last employee released shall be the Working Crew Chief.
- 10.05 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.
- 10.06 A Working 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.
- 10.07 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.
- 10.08 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.
- 10.09 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). 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.

10.10 The Union makes no assumed or implied minimum personnel call.

ARTICLE 11 - OVERTIME

11.01 Casual stage employees:

- (a) Employees shall be paid at a rate of one and one half times (1 ½ x) the rate in effect for:
 - (i) all time worked over eight (8) hours of work;
 - (ii) all time worked in excess of forty (40) weekly hours (on the same production).
 - (iii) all time worked between midnight and 8:00 a.m. (this line shall not be used for calls that take place at the Safe-On-Foods Memorial Centre.
- (b) Employees shall be paid at a rate of two times (2x) the rate of pay in effect for all hours worked in excess of twelve (12) hours in any day.

11.02 Excluding Articles 8.01 (d) and 11.01 (a)(iii), nothing in this Collective Agreement shall be construed so as to compound benefits payable under this Collective Agreement. It is agreed that the highest rate payable under this Collective Agreement is double time (2 x).

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

ARTICLE 12 - VACATION PAY

12.01 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 service and up to the end of the fourth (4th) year of service – 4% of gross wages.
- (b) In the fifth (5th) year of continuous service and thereafter – 6% of gross wages.

As per the labour code, continuous service shall be defined as working not less than 5 calendar days per year.

ARTICLE 13 – STATUTORY HOLIDAYS

13.01 Entitlement

The following have been designated as statutory holidays:

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

13.02 Work on a 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 twelve (12) hours and double time (2x) their normal wage/salary for all hours worked in excess of twelve (12) hours.

ARTICLE 14 - SAFETY AND HEALTH

14.01 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.

14.03 An employee having to cease work as a result of an injury covered by the Workers' Compensation Act shall be paid only the amount of time they have worked up to the nearest half hour.

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

ARTICLE 15 - DISCIPLINE

15.01 The Employer, with consultation of the Union, shall have the right to discipline, refuse to hire, or dismiss any employee for which the Employer can show just cause.

15.02 "Just cause" in this Collective 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 Collective Agreement.

- (b) Insubordination or failure to obey the instructions of their supervisor;
- (c) Inability to perform job duties or unable to demonstrate the experience or training need for the particular duties to be assigned.
- (d) Intoxication or being under the influence of drugs or other substances while at work;
- (e) Criminal dishonesty; or
- (f) Workplace Harassment

15.03 Personnel files will be held by the Union. As such, an employee shall be able to review their personnel file at any time mutually agreeable by contacting the Union's Secretary.

ARTICLE 16 - MANAGEMENT RIGHTS

16.01 Subject to the terms and conditions of this Collective Agreement, the Employer has exclusive right to manage and direct the working force within the bargaining unit. The employer is also given the rights outlined in 4.03.

16.02 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.

16.03 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 Collective Agreement and shall apply equally to all employees.

ARTICLE 17 - CONTRACTING OUT

17.01 Nothing in this Collective Agreement shall preclude bona fide members of a road crew from performing work. For purposes of this Collective 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.

17.02 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 union are qualified to operate such equipment.

ARTICLE 18 - GENERAL CONDITIONS

18.01 Necessary pick up time and wash up time for stage employees will be allowed prior to quitting time.

18.02 Where the masculine or the feminine is used in this Collective Agreement it shall be taken to mean and include either gender.

ARTICLE 19 - Amendment

19.01 Any article of this Collective 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. Mutual agreement on any amendment, alteration or deletion must be signed by both parties and recorded as an official amendment of this Collective Agreement.

ARTICLE 20 - Workplace Harassment

20.01 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.

20.02 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.

20.03 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 21 - Term of Collective Agreement

21.01 This Collective Agreement shall be for in effect from February 28, 2005 until December 31, 2005 inclusive and shall remain in full force and effect from year to year following the expiration of the term until notice of desire to change, amend, or terminate such Collective Agreement.

21.02 This Collective Agreement will be for the predefined number of events, not to exceed 150.

IN WITNESS WHEREOF the parties hereto have caused this Collective Agreement to be executed this _____ day of _____, 2005.

For the EMPLOYER:

Victoria Stage Inc.

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:

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

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

APPENDIX 1 - 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 not be responsible for insuring these tools for loss.

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

Properties:

Tape Measure
Pen or Pencil
Small Notebook
Pocket Flashlight

Wardrobe:

Tape Measure
Shears
Clippers

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

All Departments Must Have The Following

Steel Toed Shoes
Hard Hat
Hearing Protection (if you feel you will require it)

SCHEDULE "A" - WAGES and SALARIES

2005

Stage Employees

Working Crew Chief	\$20.00
Working Dept. Head (not rigger)	\$19.00
Operator, Forklifts & First Aid Grip)	\$17.00
Grip / Wardrobe	\$16.00
Truck Loader	\$16.50
Ground Rigger	\$19.50
High Rigger	\$23.00
Head Rigger	\$24.00

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, forklift, 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.
- Truck Loader: Performs the function of loading and unloading all trucks and trailers the contain production equipment.
- Ground Rigger: Responsible for rigging all hardware that can be assembled on the ground.
- High Rigger Responsible for rigging and installing all points and hardware located above the ground.

LETTER OF UNDERSTANDING #1

BETWEEN:

Victoria Stage Incorporated

AND:

**The International Alliance of Theatrical Employees, Moving Picture
Technicians, Artists and Allied Crafts of The United States
and Canada Local 168 (Vancouver Island)**

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 a rate to be determined.
3. The Employer, Crew Chief, and Steward will consult on safety and other issues.
4. A Pyrotechnician who authorizes the discharge of pyrotechnics will assume all responsibility under their license.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this ____ day of _____ in the year 2005, in the City of Victoria, BC.

FOR THE EMPLOYER

FOR THE UNION

Victoria Stage Inc.

IATSE, Local 168

IATSE, Local 168

Amendment #1

BETWEEN:

Victoria Stage Incorporated

AND:

**The International Alliance of Theatrical Employees, Moving Picture
Technicians, Artists and Allied Crafts of The United States
and Canada Local 168 (Vancouver Island)**

It is agreed that the following items will be amended:

- 1) Added the words (on the same production) to 11.01 a ii.
- 2) Added the word Wardrobe to Schedule A
- 3) Replace the word Contract with Collective Agreement throughout the agreement.
- 4) Added First Aid to same pay rate as Operators

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this ____ day of _____ in the year 2005, in the City of Victoria, BC.

FOR THE EMPLOYER

FOR THE UNION

Victoria Stage Inc.

IATSE, Local 168

IATSE, Local 168