



Collective Agreement

between

The Cowichan Valley Regional District

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, 2005 to December 31, 2007

INDEX

ARTICLE	PAGE
<u>PART I – MASTER AGREEMENT</u>	
ARTICLE 1 - GENERAL PURPOSE	1
ARTICLE 2 - AMENDMENT	2
ARTICLE 3 - UNION RECOGNITION.....	2
ARTICLE 4 - UNION SECURITY	2
ARTICLE 5 - REMUNERATION.....	3
ARTICLE 6 - WORKPLACE HARASSMENT	4
ARTICLE 7 - SICK LEAVE, OTHER LEAVE	4
ARTICLE 8 - BENEFITS	6
ARTICLE 9 - UNION INSIGNIA	7
ARTICLE 10 - HEALTH AND SAFETY	7
ARTICLE 11 - DUES DEDUCTIONS	8
ARTICLE 12 - DISCIPLINE.....	8
ARTICLE 13 - GRIEVANCE PROCEDURE.....	9
ARTICLE 14 - LOCKOUTS AND STRIKES	10
ARTICLE 15 - MANAGEMENT RIGHTS	10
ARTICLE 16 - UNION RIGHT OF ENTRY	10
ARTICLE 17 - STEWARDS	11
ARTICLE 18 - TECHNOLOGICAL AND OTHER CHANGES	11
ARTICLE 19 - GENERAL CONDITIONS	11
ARTICLE 20 - PENSION PLAN	12
ARTICLE 21 – ACCIDENT INSURANCE	12
ARTICLE 22 - LABOUR MANAGEMENT COMMITTEE	12
ARTICLE 23 – TERM OF AGREEMENT	13
<u>PART II – REGULAR PART TIME AND FULL TIME EMPLOYEES</u>	
ARTICLE 24 – HIRING	13
ARTICLE 25 – REMUNERATION.....	15
ARTICLE 26 – HOURS OF WORK.....	15
ARTICLE 27 – LAYOFF AND RECALL	15
ARTICLE 28 – COMPUTATION OF PAY	16
ARTICLE 29 – ANNUAL VACATIONS, HOLIDAY PAY	17
ARTICLE 30 – SENIORITY	18
<u>PART III – CASUAL EMPLOYEES</u>	
ARTICLE 31 – HIRING	19
ARTICLE 32 – REMUNERATION.....	19
ARTICLE 33 – HOURS OF WORK.....	19
ARTICLE 34 – CALLING PROCEDURE.....	20
ARTICLE 35 – AMATEUR PRODUCTIONS	21
ARTICLE 36 – COMPUTATION OF PAY	22
ARTICLE 37 – HOLIDAY PAY	23
APPENDIX A – JOB DESCRIPTIONS AND POLICY	24
APPENDIX B – HOURLY RATES OF REMUNERATION.....	25
LETTERS OF UNDERSTANDING	26-29
APPENDIX C – CVRD GROUP PLAN BENEFITS	30
APPENDIX D – POSITION OF THE PYROTECHNICIAN	31
APPENDIX E – DEFINITIONS.....	32

b. includes all employees who build, assemble, fabricate, alter, renew, fit-out rigging for, handle, operate or generally prepare for presentation, scenic elements, props, electrics, sound equipment and costumes and assist with public relations and/or publicity functions for use in theatrical presentation, film production work, television presentations, displays, ice shows and all other projects at, to and from the Cowichan Centre.

- 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 defined by the Human Rights Code of British Columbia, and the Cowichan Valley Regional District Workplace Harassment Policy.
- 1.06 Supervisors and other employees not included in the bargaining unit shall not perform any work normally performed by bargaining unit members, except in the case of an emergency or for the purpose of instructing bargaining unit members.
- 1.07 The Employer agrees there will be no sub-contracting out of any work normally performed by bargaining unit members.

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 current 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 Except during extra-ordinary or emergency situations where circumstances require, the Employer shall not contract out any work that can be performed by members of the bargaining unit covered by this Agreement.
- 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, President and Business Agent of the Union at the official mailing address of the Union.

ARTICLE 5 - Remuneration

- 5.01 The Employer shall pay to the employees, bi-weekly, the rates of remuneration set out in Appendix B to this Agreement.
- 5.02 Each paycheque or pay stub 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 by direct payroll deposit. Casual employees will have pay stubs mailed to an address they supply to the Employer.
- Employees receiving paycheques prior to the date of the signing of this Collective Agreement shall continue to be paid by cheque. All employees hired after the date of signing of this Collective Agreement shall be paid by direct deposit.
- 5.03 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.
- 5.04 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 if discussions between the union and management fail to provide resolution, neither the Union nor any of its members shall be held liable for work stoppage or for any liabilities whatsoever resulting there from.
- 5.05 The Employer shall make the required Income Tax, Canada Pension Plan and Employment 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 as defined by the Human Rights Code of British Columbia and the Cowichan Valley Regional District Workplace Harassment Policy.

ARTICLE 7 - Sick Leave, Compassionate Leave, Pregnancy and Parental Leave and Other Leave

7.01 Sick Leave Defined

Sick leave means a period of time an employee is absent from work with or without full pay by virtue of being sick or disabled or under examination or treatment by a physician, chiropractor or dentist because of an accident for which compensation is not payable under the Workers' Compensation Act.

7.02 Proof of Illness

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 Employer Notification

Employees will notify the Employer (as designated on a departmental basis) as promptly as possible and no later than the start of their shift (unless extraordinary circumstances dictate otherwise) of any absence from duty because of illness and employees will be expected to notify the Employer prior to their return. (Names and phone numbers of Managers and designates will be posted).

7.04 Entitlement

In cases 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 and one half (1 ½) days per month of full-time employment.

All unused portion of monthly sick leave shall accrue to employee's future benefit to a maximum accumulation of one hundred twenty (120) days.

Sick leave pay shall be paid for the three (3) days or less not covered by the Workers' Compensation Act, when the employee has accumulated sick leave credits.

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 so doing 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 Workers' Compensation Board does not recompense the Employer. If there is no credit of sick leave, employees will retain their Workers' Compensation Board cheques.

7.05 Family Illness

When no person other than the employee is available and can provide for the needs during illness or injury of a dependent child, spouse or parent, an employee, upon approval by the Employer, may be entitled to use a maximum of eight (8) 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 no written report is received by the Employer within the thirty (30) calendar days from such an employee, explaining his or her condition, he or she may be removed from the payroll.

7.07 No cash payment for unused sick leave will be paid to any employee leaving the service of the Employer.

7.08 On written application, a regular full-time or regular part-time employee shall be entitled to a maximum of three (3) working days with pay for compassionate Leave in the event of serious illness or bereavement in his or her 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.

7.09 The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee his or her regular salary provided the employee turns over to the Employer any monies received for jury or court witness duty excluding payment for travelling, meals or other expenses.

7.10 Pregnancy and Parental Leave

Employees shall be entitled to pregnancy and parental leave as specified under the British Columbia "*Employment Standards Act*" as amended from time to time.

The Employer agrees to provide any employee, at their request, a copy of the current British Columbia *Employment Standards Act* provisions regarding pregnancy and parental leave.

Seniority Status

While on pregnancy and parental leave an employee shall retain his/her full employment status and rights.

Employee Benefits

During the period of pregnancy and paternal leave the Employer will continue to provide benefits as specified under the British Columbia "Employment Standards Act."

Return to Work Procedure

When an employee decides to return to work after pregnancy and paternal leave, he/she shall provide the employer with at least two (2) weeks notice. On return from pregnancy and paternal leave, the employee shall be placed at least in his/her former position. If the former position no longer exists, he/she shall be placed in a position in his/her department of equal rank and value at the same rate of pay.

Protection During Pregnancy and Paternal Leave

Pregnancy and paternal leave shall be considered as a right. The employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee may request to transfer to another position provided she is capable of performing the work and is otherwise entitled by virtue or seniority.

ARTICLE 8 - Benefits

- 8.01 Regular employees working a minimum of twenty (20) hours per week shall receive, in addition to their applicable rate of pay such group plan benefits as is currently applicable under the Cowichan Valley Regional District Policy described in Appendix C.
- 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.
- 8.03 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.
- 8.04 The Employer agrees to continue the full monthly premiums of all benefits for any month for which an employee receives payment from the Employer.
- 8.05 In other circumstances the employee may opt to continue coverage by arranging to pay the full premium to the Employer.
- 8.06 Employee benefits shall be provided to other than regular employees on a benefit pay basis. Such benefit pay shall be included in each pay. 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.

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. 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 allow the Union to display in a manner and place mutually acceptable to the Employer and the Union a certificate or other representation attesting to the fact that the Cowichan Theatre is staffed by members of the Union.

ARTICLE 10 - Safety and Health

- 10.01 The Union and the Employer shall co-operate in improving rules and practices which will provide protection from injury and illness to all persons.
- 10.02 It is understood and agreed that the parties to this Agreement shall at all times comply with the Regulations of the Workers' Compensation Board, and any refusal on the part of an employee to work in contravention of such regulation shall not be a breach of this Agreement. Further, no employee will be disciplined or discharged for failure to work under unsafe conditions or for insisting on safe working conditions. Any refusal of a member to abide by the Workers' Compensation Board regulations after being duly warned will be sufficient cause for discipline up to and including dismissal.
- 10.03 A Joint Health and Safety Committee shall be established in accordance with the Workers' Compensation Board requirements. Joint Health and 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 one (1) representative on this committee.
- 10.04 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.
- 10.05 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.
- 10.06 Safety procedures shall be followed and safety equipment provided by the Employer shall be used by the employees.

- 10.07 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.
- 10.08 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.

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 refuse to hire or to dismiss from a position any person supplied by the Union or any employee, as the case may be, for which the Employer has just cause. If after refusal to hire a person or the 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 refusal to hire or to dismiss. "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 which impair job performance.
 - f. Criminal dishonesty which affects job performance.
- 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 complaint by the Employer or dissatisfaction of the Employer concerning an Employee's work which is not intended to result in discipline, but which is intended to form part of the employee's personnel record, shall be made in writing within one (1) week of the circumstances giving rise to the complaint or dissatisfaction and a copy thereof shall be submitted by the Employer to the employee and the Union. The nature of the circumstances giving rise to the complaint or dissatisfaction shall be described in sufficient detail as to leave no doubt to the reader as to the events or circumstances which led to the complaint. Any written reply by the employee shall also be filed as part of that employee's personnel record. The Employer shall specify in the complaint or expression of dissatisfaction the nature of the improvement required by the employee and a reasonable deadline for such improvement to take place. Upon the deadline being reached, an updated evaluation shall be filed and a copy given to the employee. Failure on the part of the employee to make reasonable improvements during the time allotted by the Employer may result in discipline being imposed by the Employer.

12.04 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 days of the incident.

Step 2: If no settlement is reached at step 1 within forty-eight (48) 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.

Step 3: If no settlement is reached at step 2 within ten (10) days the Union shall appoint a representative to meet with the Administrator, or the Deputy Administrator, as soon as possible. If no settlement is reached between them in five (5) 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 4: If the Union and the Employer cannot agree on a single arbitrator within five (5) days, either party may request the Minister of Labour for the Province of British Columbia to appoint such single arbitrator. The costs of and incidental to this arbitration shall be borne equally by the Union and the Employer excepting where determined by the arbitrator that either party is acting in a frivolous manner or not responding in good faith to the provisions of this article then the costs shall be borne as determined by the arbitrator.

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

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 concurrence of management, shall be permitted without loss of pay, to leave their regular duties for a reasonable length of time in order to investigate and settle, if possible, on site complaints of an urgent nature.

ARTICLE 18 - Technological and Other Changes

- 18.01 The Union recognizes the right of the Employer to introduce technological changes for the purpose of improving operating efficiency.
- 18.02 Where the technological changes affect the terms and conditions of employees to whom this Collective Agreement applies, and alter significantly the basis upon which the Collective Agreement was negotiated, the Employer shall give a minimum of ninety (90) days written notice of such change to the Union. Within fifteen (15) days of such written notice, the Employer and the Union shall meet to discuss and resolve, if possible, all matters pertaining to the proposed changes.
- 18.03 Where the introduction of a technological change results in the employee becoming redundant, the Employer agrees to discuss with the Union possible opportunities for retraining, transfer or the matter of severance pay for displaced employees.
- 18.04 Where the parties to this Agreement are unable to arrive at a mutually acceptable solution, the matter shall be resolved without stoppage of work by referring it to a single arbitrator chosen as in Article 13 of this Agreement.

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 and the Employer. If this break is deferred, the fifteen (15) minutes shall be added to the time worked on the day for pay purposes.
- 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.
- 19.06 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 as per the CVRD Car Allowance Policy and the Employer shall insure the employee for any additional insurance costs as per the current policy adopted by the employer for all employees.
- 19.07 The Employer agrees to provide adequate parking at no cost to the employee within a reasonable distance of the workplace.
- 19.08 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.
- 19.09 The Union and the Employer desire that every employee be familiar with the provisions of this Agreement and their rights and obligations thereunder. 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.
- 19.10 Where the masculine is used in this Agreement it shall be taken to mean and include the feminine.

ARTICLE 20 - Pension Plan

- 20.01 All regular full-time and regular part-time employees shall be enrolled in the CVRD superannuation plan as per current legislation.
- 20.02 The Employer shall deduct and remit monthly to a Trust Fund designated by the Union four percent (4%) of gross earnings for each employee working under the terms of this Agreement. This Article shall not apply to Employees who are required by law to participate in the Municipal Superannuation Plan.

ARTICLE 21 - Accident Insurance

- 21.01 The Employer shall carry such Workers' Compensation Coverage 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.

ARTICLE 23 - Term of Agreement

23.01 This Agreement shall be for a term of three (3) years with effect from January 1, 2005 until December 31, 2007 inclusive and shall remain in full force and effect from year to year following expiration of the term unless either party gives the other party written notice of desire to change, amend or terminate such Agreement. Should neither party give such notice then this Agreement shall remain in full force and effect until such notice is given. Upon receipt of such notice the Employer and the Union shall meet within a mutually agreed time, not to exceed sixty (60) days, to provide each other particulars of any changes or amendments either party may desire in this Agreement.

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 after notifying the Union.
- 24.02 When a new position is created or when a vacancy occurs, the Employer shall notify the Union and shall post notice of the position in the Employer's offices and on all bulletin boards for a minimum of ten (10) working days so that all Union members will know about the vacancy or position. If a vacancy is not to be filled, the Employer shall advise the Union in writing.
- 24.03 Job postings shall contain the nature of the position, qualifications, required knowledge, education and skills, shift and hours of work, wage or salary rate or range.
- 24.04 No outside advertisement for any position vacancy shall be placed until the applications of present union members have been fully processed.
- 24.05 Both parties recognize:
- a. The principle of promotion within the service of the Employer.
 - b. That job opportunities should increase in proportion to length of service.
 - c. That qualifications, experience, skills and ability shall receive consideration when filling posted positions. When these factors are relatively equal among applicants for the position, the employee from amongst the group having the greater seniority shall receive preference. All determinations of qualifications, experience, skills and ability shall be made by the Employer.

- d. An employee on the regular employee seniority list shall have seniority preference over an employee on the casual employee seniority list.

24.06 Probationary and Trial Period

a. Probationary Period:

All newly hired regular full-time and regular part-time employees shall serve a probationary period of ninety (90) working days from date of hire, during which period such an employee may be terminated for just cause.

All newly hired casual employees shall serve a probationary period of four hundred eighty (480) hours during which period such an employee may be terminated for just cause.

The probationary period may be extended, by mutual consent between the Employer and the Union, for an additional thirty (30) working days or two hundred forty (240) hours.

Upon satisfactory completion of the probationary period, regular full-time and regular part-time employees seniority shall commence on the date of employment.

Temporary employees shall remain on probation for the full period of their employment.

b. Trial Period

The successful internal applicant shall be given a trial period of up to sixty (60) working days. The exact length of the trial period shall be made known to the successful applicant before the start of the trial period. Conditional upon satisfactory performance, the employee shall be declared permanent after the completion of the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he or she shall be returned to his former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of this rearrangement of positions shall also be returned to his or her former position, wage or salary rate without loss of seniority.

- 24.07 Within seven (7) calendar days of the date of appointment to a vacant position the name of the successful applicant shall, if requested, be sent to each applicant. The Union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, deaths or other terminations of employment.

ARTICLE 25 - Remuneration

- 25.01 When an employee temporarily relieves or substantially performs the duties of a higher paid position for at least one day, he or she shall receive the rate for the job.
- 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 duties of the higher position, a pay adjustment in an 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 For full time employees hours of work shall consist of thirty- five (35) hours per week, based on a seven (7) hour day within a five (5) day week generally beginning on Monday and ending on Friday. Due to the nature of the business the days of the work week may not be restricted to Monday through Friday by mutual agreement between the Union and the Employer. The exception to this work week is for the position of Assistant Technical Director who will work forty (40) hours per week, based on an eight (8) hour day within a five (5) day week.
- 26.02 For part time employees hours of work for employees shall be as contained in the employees job description. These hours may be varied from time to time by mutual agreement between the Employer and the Union.
- 26.03 When not working as a member of a production stage crew, a meal break for full time employees shall be defined as one unbroken, unpaid hour 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.
- 26.04 Whenever possible, all full-time and part-time employees shall be provided with a minimum of two (2) weeks notice of their work schedules.

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 and set reasonable provisions to aid in securing alternative employment or otherwise alleviate hardship caused by such layoff.
 - b. The Employer shall demonstrate that the layoff is justified in the context of the theatre operation and that 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 as a result of an employee being laid off under this Article that employee would have been called to work or in fact is called to work as a casual employee to perform work for twenty or more hours per week on a regular basis then that employee shall be reinstated to his previous position and compensated for 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.

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.

Accumulated Overtime

All accumulated overtime will be paid out at the rate earned.

Employees will be allowed to accumulate up to a maximum of sixty (60) hours overtime from December 1st to November 30th in any year.

Time off in lieu of overtime must be at a time selected by mutual agreement between Employer and employee and is not normally to be taken to extend annual vacation.

Accumulated overtime not taken will be paid out on the first pay period in December.

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

- a. For all time worked over seven (7) hours and up to ten (10) hours in a day or over thirty-five (35) 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.

Assistant Technical Directors working 40 hours per week, shall have overtime calculated as noted below.

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.

The following times shall be paid at double the straight time rate:

- a. All time worked in excess of eleven (11) hours in any one day.

28.03 Statutory holidays shall be allowed as per Article 28.04. Employees who are required to work on Statutory holidays shall be compensated at one and one-half (1 1/2) the appropriate rate.

28.04 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 and Boxing Day plus any other general holiday proclaimed by Federal, Provincial or Municipal Governments.

ARTICLE 29 - Annual Vacations, Holiday Pay

29.01 Employees vacation leave shall be granted annually, within a calendar year on the following basis:

- a. In the first calendar year of service, a pro-rated vacation entitlement based upon time actually worked in that year as a percentage of ten (10) working days. Employees commencing employment prior to September 1st may elect to take time off with pay, or alternatively receive a cash payment for all annual vacations earned prior to December 31st. Where an employee elects to take the cash payment, such payment will be made after December 31st. Where an employee elects to take time off, such time must be taken before December 31st. All employees commencing employment after August 31st shall be paid vacation pay at the rate of four percent (4%).
- b. In the second year of service and up to the end of the sixth year of service - three (3) weeks vacation per annum.
- c. In the seventh year of service and up to the end of the twelfth year of service - four (4) weeks vacation per annum.
- d. In the thirteenth year of service and up to the end of the twentieth year of service - five (5) weeks vacation per annum.
- e. In the twenty-first year of service and thereafter - six (6) weeks vacation per annum.

- 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 With the approval of the CVRD Administrator or his designate, a regular full-time or regular part-time employee may accrue a portion of his or her current annual vacation entitlement. All requests for accrual of annual vacation must be submitted through the Cowichan Centre management to the CVRD Administrator before October 31 of each year in order that full consideration may be given to such request before year end.
- 29.04 Holiday pay due shall be paid prior to the vacation leave with a minimum of one weeks written notice.
- 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.
- 30.02 An employee shall not lose seniority rights if absent from work because of sickness, accident, layoff or leave of absence approved by the Employer. An employee shall lose his seniority in the event that:
- a. He is discharged for just cause and is not reinstated.
 - b. He resigns.
 - c. He fails to return to work within ten (10) days following a layoff and after receiving notice by registered mail to do so unless through sickness or other just cause.
 - d. He is absent from work in excess of one (1) working day without notifying the Employer, unless such notice was not reasonably possible.
 - e. He is laid off for a period longer than twelve (12) months.

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

- 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 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 assistance), then the employee shall be paid that higher rate of remuneration for all hours worked at the higher rated job. Such time worked shall be calculated in increments of one (1) hour.

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 Hours of work for casual employees shall consist of forty (40) hours per week, based on an eight (8) hour day within a six (6) day week. However, owing to the nature of theatrical operation, hours of work shall not be fixed with respect to time of day, nor day of week, but shall be as prescribed by the Employer on reasonable notice subject to overtime and other applicable provisions herein.
- 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-half (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 endeavour 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 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.
- 34.05 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.
- 34.06 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.

ARTICLE 35 – Amateur Productions

- 35.01 The Employer will not hire or permit to be hired any person who is not a member of the bargaining unit to perform work for which the Union is certified.
- 35.02 Amateur productions may use unpaid stage personnel. Such persons shall be, at the discretion of, and, under the supervision of bargaining unit personnel at all times.
- 35.03 An amateur production is defined as a production produced by one of the following:
- (1) A society, which is registered under the Society Act of B.C. and whose object is to produce or present theatrical productions for the purpose of providing its members an opportunity to participate, without remuneration, as a member of the cast, directorial, administrative, design or production team.

OR

- (2) A non-commercial school such as those of the public school system of British Columbia or a recognized independent school whose productions are a part of the regular school program.

OR

- (3) An organization or person or group of people who receive no direct nor indirect remuneration, profit nor material benefit from such production and have been approved by the Cowichan Centre and the Union. Such approval shall not be unreasonably withheld.
- 35.04 The production may by agreement with the Union use paid professional personnel when required by the complexity of the production and the abilities of its members in the following categories: musician (where he is a member of an orchestra, normally situated in the orchestra pit, which accompanies the stage performers), director, choreographer, designers.
- 35.05 Technical operators, performers and others involved with the running of the performance shall be society members and shall not receive remuneration.
- 35.06 The Employer shall indemnify and save harmless bargaining unit employees from any injury or loss, which is not the result of gross negligence on the part of the bargaining unit employee, as a result of amateur personnel being employed on a production.
- 35.07 The Employer shall insure bargaining unit employees against any claims or law suits brought by any persons as a result of injury or damage while amateur personnel are employed on a production.

ARTICLE 36 - Computation of Pay

- 36.01 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. Time shall be calculated by the quarter hour so that an employee shall be paid for a full quarter hour period if any portion of a quarter hour period is worked.
 - c. 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.
- 36.02 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.
- 36.03 The following times shall be paid at double the straight time rate:
- b. All time worked in excess of eleven (11) hours in any one day.

36.04 Time worked between midnight and 8:00 AM shall be paid a premium of \$0.50 per hour in addition to overtime or other payment applicable.

ARTICLE 37 - Holiday Pay

37.01 The Employer shall pay to each 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 calendar year of continuous service.
- b. Six percent (6%) of gross wages during the second (2) and up to the end of the sixth (6) year of continuous service.
- c. Eight percent (8%) of gross wages during the seventh (7) and up to the end of the twelfth (12) year of continuous service.
- d. Ten percent (10%) of gross wages during the thirteenth (13) and up to the end of the twentieth (20) year of continuous service.
- e. Twelve percent (12%) of gross wages thereafter.

37.02 Continuous service shall be deemed to have been broken if an employee has a lapse of service of more than twelve (12) consecutive months.

37.03 For the purposes of calculating the rate of holiday pay, the first date of service with the Employer shall be the effective date.

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

For The Cowichan Valley Regional District

For IATSE Local 168 (Van. Isl.)

APPENDIX A - JOB DESCRIPTIONS and POLICY

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.

APPENDIX B - HOURLY RATES of REMUNERATION

<u>Classification</u>	<u>Jan. 1, 2005</u>	<u>Jan.1, 2006</u>	<u>Jan.1, 2007</u>
Theatre Programmer	24.05	24.71	25.45
Assistant Technical Dir.	21.86*	21.86*	21.86*
Crew Chief	19.77	20.31	20.92
Department Head	18.13	18.63	19.19
Theatre Publicist	16.48	16.93	17.44
Operator / Rigger	16.48	16.93	17.44
Grip Technician	15.65	16.08	16.56

*Negotiated \$2.50 for 2005, 0% in 2006 and 0% in 2007.

Letter of Understanding Three

Between:

The Cowichan Valley Regional District (the Employer)

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) (the Union).

Supervision of Amateur Personnel

In accordance with Article 35 the supervision of amateur personnel shall be interpreted to mean that such persons shall always be under the direct control and supervision of bargaining unit personnel. At no time shall amateur personnel work in any department without at least the department head on duty and at no time shall amateur personnel be without direct supervision on the stage or in the control booth.

Signed at Duncan, B.C. this _____ day of _____, 2005

for the Employer

for the Union

for the Employer

for the Union

Letter of Understanding Four

Between:

The Cowichan Valley Regional District (the Employer)

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) (the Union).

Minimum Call Exception

Notwithstanding Article 33.08 it is understood and agreed that Employees may be engaged for a minimum two (2) hour call when all of the following conditions are met:

1. The calls are for the set-up or take down of risers for Community Sponsored events taking place outside of the Cowichan Theatre.
2. These calls shall not be combined with any other work associated with the bargaining unit and the Employer will not request or require the Employees to possess any skills not directly required for the work to be done.
3. The first Employee called will be paid at the Department Head rate and all others will be paid at the Operator rate.
4. These calls will be made directly by the Employer from a list of Employees compiled, in order of seniority, by mutual agreement of the Employer and the Union. The Union shall be notified of each call and the name(s) of the Employees accepting the call.

Signed at Duncan, B.C. this _____ day of _____, 2005

for the Employer

for the Union

for the Employer

for the Union

Letter of Understanding Five

Between:

The Cowichan Valley Regional District (the Employer)

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) (the Union).

The Employer and Union agree that the intent be to clarify to all employees who are on sick leave that if they run out of sick time they will be encouraged to use their banked time and vacation time to keep their earnings whole.

Signed at Duncan, B.C. this _____ day of _____, 2005

for the Employer

for the Union

Letter of Understanding Six

Between:

The Cowichan Valley Regional District (the Employer)

and

The International Alliance of Theatrical Stage Employes, Moving
Picture Technicians, Artists and Allied Crafts of the United States and
Canada, Local 168 (Vancouver Island) (the Union).

Calling Procedure & Communication

It is understood and agreed that all crew calls will be made by sending a fax to the telephone fax number designated by the local within the time limits and with the information required by Article 34 of the Collective Agreement.

The Calling Steward will provide, by sending a fax to the telephone fax number designated by the employer, the names of the employees being dispatched as soon as the Department Heads have been established or provide an update on the progress of the call out when possible seventy-two hours prior to the time of the call with details of those positions not yet filled.

If the Calling Steward should determine that there may be some difficulty in filling the call or he cannot fill the call, he shall immediately contact the Technical Director by phone at the phone number designated by the employer.

Signed at Duncan, B.C. this _____ day of _____, 2005

for the Employer

for the Union

for the Employer

for the Union

APPENDIX C - CVRD GROUP PLAN BENEFITS

The CVRD Group Plan Benefit Package as of January 1, 2005 is as follows:

1. Medical Services Plan

- Basic Medical coverage through the Province of British Columbia.
- Premiums paid 100% by the Employer.

2. Extended Health Benefits

- Premiums paid 100% by the Employer.
- Provides for reimbursement of prescription costs and eyeglasses, etc.
- \$25.00 deductible per year.
- Reimburses 80% of actual costs.
- Eyeglass coverage to a maximum of \$300.00 in a calendar year period.

3. Dental Coverage

- Premiums paid 100% by the Employer.
- Coverage as follows:
 - Plan "A" - 100%
 - Plan "B" - 100%
 - Plan "C" - 80% (lifetime maximum of \$2,000)

4. Life Insurance and A.D. & D

- Premiums paid 100% by the Employer.
- Coverage equivalent to three (3) times annual salary.

5. Long Term Disability

- Premiums paid 100% by the Employer

APPENDIX D – POSITION OF PYROTECHNICIAN

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

APPENDIX E - DEFINITIONS

- 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.
- Car / Truck Loader:** A stage employee whose primary function is the loading and unloading of equipment from within a truck.
- 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.
- 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.
- 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 general operations of the Cowichan Theatre the departments are: Theatre Programming, Theatre Publicity 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.)
- Department Head:** The supervisor of a stage department and reports to the Crew Chief.
- Dependent:** A person who lives with the employee and is dependent on that employee for food and shelter.
- Employee:** Is any person defined as such by the Labour Relations Code of British Columbia 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.
- 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.

- 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.
- Production:** For the purposes of this agreement a production is defined as a presentation or series of presentations, such as a festival of events, staffed by members of the bargaining unit.
- 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.
- 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.
- Shift:** A period of work which is unbroken except by "coffee breaks" or meal breaks.