



**Collective Agreement**

**between**

**Pacific Opera Victoria**

**and**

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

**The United States and Canada**

**Local 168 – Vancouver Island**

**(July 1, 2005 to June 30, 2008)**

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This agreement, dated this \_\_\_\_\_ day of December, 2005.

**BETWEEN:** Pacific Opera Victoria Association,  
1815 Blanshard Street, Suite 500  
Victoria, B.C.

(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 within the meaning of the “Labour Relations Code”,  
R.S.B.C 1996 C244 as amended.

**PREAMBLE:**

This agreement shall cover the wages and working conditions of the employees of the employer who are production employees including stage technicians (if applicable), production shop employees, properties makers, scenic artists and assistants, wardrobe employees, makeup artists, hair and wig specialists and car and truck loaders.

**Article 1 – Amendment and Successor Rights**

- 1.01 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.
- 1.02 Where the business of the employer is sold, leased, transferred, merged or otherwise disposed of, the purchaser, lessee or transferee shall be bound by all of the terms and conditions of this agreement. Likewise where the union is merged or transferred, the new union shall be bound by all the terms and conditions of this agreement.

## **ARTICLE 2 – General Purpose**

- 2.01 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 as represented by the union.
- 2.02 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.
- 2.03 All of terms and conditions of this agreement shall apply equally to all employees without discrimination as to sex, race, age, or religion as defined by the Human Rights Act of British Columbia.
- 2.04 The Employer shall ensure a workplace free from any form of personal harassment as outlined in the Human Rights Act of British Columbia.

## **ARTICLE 3 – Union Recognition**

- 3.01 The employer recognises the union as the sole collective bargaining agent for all employees performing work as outlined in this agreement.

## **ARTICLE 4 – Union Security**

- 4.01 Every employee coming within the scope of this agreement will be or will become and will remain a member in good standing of the union. Except as otherwise provided for in this agreement.
- 4.02 The employer shall not contract out any work that can be performed by members of the bargaining unit covered by this agreement.

## **ARTICLE 5 – Remuneration**

- 5.01 The rates of remuneration set out in Appendix A to this agreement shall apply during the term of this agreement.
- 5.02 Nothing herein shall prevent an individual employee from negotiating nor the employer from offering rates of remuneration higher than those contained in Appendix A. The union shall be informed of any such negotiation.
- 5.03 Each paycheque shall include an itemised statement indicating time worked at straight time and overtime, rate of pay 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

weekend or statutory holiday should fall on a pay day payment will be made on the first preceding workday.

- 5.04 Employees shall be given all wages and statements 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.
- 5.05 Non-payment 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 there from.
- 5.06 The employer will make the required Income Tax, Canada Pension Plan and Unemployment Insurance deductions and contributions as required under Provincial and Federal Statute.

#### **ARTICLE 6 – Hours of Work**

- 6.01 As provided for in Article 15.01, 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.
- 6.02 When there is a work period of three (3) hours or longer, the employee 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 the mutual consent of the union and the employer. If this break is deferred, the fifteen (15) minutes will be added to the time worked on the day for pay purposes.

#### **ARTICLE 7 - Compassionate Leave and Other Leave**

- 7.01 Compassionate leave without pay will be granted to an employee who suffers a serious immediate family crisis such as an accident, illness or death. Immediate family shall be defined as spouse/partner, children, parents, grandparents, grandchildren and siblings, including those of the employee's spouse. Under certain circumstances time lost may be made up.
- 7.02 Leave of absence without loss of pay will be granted to employees for jury or witness duty.

## **ARTICLE 8 – Union Insignia**

- 8.01 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.
- 8.02 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.
- 8.03 Where recognition of any other unions or professional organisations (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 recognise the union in a manner mutually acceptable to the employer and the union. The display shall be supplied by the union.

## **ARTICLE 9 – Safety and Health**

- 9.01 The union and the employer shall co-operate in improving rules and practices which will provide protection from injury to all persons.
- 9.02 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.
- 9.03 A safety committee will 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 employer may have fifty percent (50%) membership of this committee.
- 9.04 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 scheduled work day for which he was called.
- 9.05 Employees will not be required to work under unsafe conditions and will 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.

- 9.06 Safety procedures will be followed and safety equipment provided by the employer will be used by the employees.
- 9.07 The employer shall provide a first aid facility in accordance with the Statutes of British Columbia and the regulations of the Workers' Compensation Board.

#### **ARTICLE 10 – Dues Deductions**

- 10.01 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 11 – Discipline**

- 11.01 The Employer shall have the right to refuse to hire or 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 dismissal of any employee, the employer cannot show just cause then the employer shall pay that person or employee for wages lost as a result of this refusal to hire or 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 which impair job performance.
  - f. Criminal dishonesty which affects job performance.

- g. Any person or employee whom the employer has refused to hire or has dismissed pursuant to Article 11.01 shall make all reasonable effort to seek alternate employment or otherwise mitigate any losses which might otherwise flow from such refusal to hire or dismissal.
- 11.02 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. 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.
- 11.03 An employee may review his personnel or payroll file at any mutually convenient time and may copy any documents therein. The employee may respond in writing to any document and such reply shall become part of his personal or payroll file for the life of the documents.
- 11.04 An employee who fails to report for duty for one (1) day without informing the employer of the reason for his absence shall be presumed to have abandoned his position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the employer.

## **ARTICLE 12 – Grievance Procedure**

- 12.01 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:
  - a. Any such difference shall in the first instance be discussed between the union’s authorised representative and the duly authorised representative of the employer within five days of the incident.
  - b. If no settlement is reached within five (5) days, the union’s representative and the employer’s representative shall report to the senior employed management official available and the senior officer of the union available and they shall meet as soon as possible. If no settlement is reached between them in five (5) days, they shall refer the matter to a mediator. If no settlement is reached during mediation then the matter shall be referred to a single arbitrator whose decision shall be final and binding on all persons bound by this agreement.

- c. If the union and the employer cannot agree on a single arbitrator within five (5) business days, either party may request the Minister of Labour 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.

12.02 The time limits set out above may be varied by mutual consent of the employer and the union.

### **ARTICLE 13 – Lockouts and Strikes**

13.01 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 authorise a strike of the employees.

13.02 It is understood and agreed that the refusal to cross a picket line deemed to be legal by provincial, federal or state authority shall not constitute a breach of this agreement.

### **ARTICLE 14 – Management Rights**

14.01 Subject to the terms of this agreement, the employer shall remain vested with exclusive control of the management and operation of the company, including establishing methods and processes to accomplish its goals, the direction and supervision of working forces, including the right to hire, suspend, discipline or discharge employees for just cause, determine job content, assign work or transfer to new duties, or to lay off employees because of lack of work or for other legitimate reasons, or to schedule its operations or to extend, limit, curtail, or reschedule its operations when its sole discretion it may deem it advisable to do so. In the event that the union claims management has exercised its rights in a discriminatory or unjust manner, then such claim shall be considered a grievance and shall be dealt with in accordance with the terms of the grievance procedure as contained in this agreement.

14.02 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 in this agreement.

### **ARTICLE 15 – Union Right of Entry**

15.01 An authorised representative or representatives of the union shall be permitted by the employer, upon prior written notification one day prior, 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 progress.

## **ARTICLE 16 - Stewards**

- 16.01 Stewards shall be recognised 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.
- 16.02 It is understood that stewards, after consultation with 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 complaints if possible.

## **ARTICLE 17 – Technological Change**

- 17.01 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.

## **ARTICLE 18 – General Conditions**

- 18.01 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.
- 18.02 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 \$0.48 per kilometre.
- 18.03 The employer agrees that when choosing additional or alternate spaces for use as shop or office facilities that adequate parking will be available within a reasonable distance. If this space is in a commercial lot the cost will be the responsibility of the employee.
- 18.04 It is understood and agreed that the employer may require that the employee sign and be bound by a reasonable letter of confidentiality as a condition of employment.
- 18.05 Where the masculine is used in this agreement it shall be taken to mean and include the feminine.
- 18.06 When the take out of any production is for seen to go past midnight and is four hours or longer, the employer shall provide a nutritional snack for all members of the crew. Such snack shall include hot/cold caffeinated/non beverages. If a snack is not provided, the employer shall pay to the union a sum equal to fifteen dollars per crew member on such calls.

## **ARTICLE 19 – Retirement Plan**

19.01 The employer and the employee shall both contribute two and one-half percent (2 ½ %) of gross wages for a total of five percent (5%) towards an RRSP. Such contributions will be distributed in the following manner:

- a. For employees who work 40 hours or more in any one production the employer will make the necessary contribution to an independently administered trust fund designated by the employee.
- b. For employees who work less than 40 hours per production the employee's cumulative contributions will be forwarded to the union within 10 days following the production along with union dues and deductions (refer to Article 10).

## **ARTICLE 20 – Accident Insurance**

20.01 The employer shall carry such Workers' Compensation Coverage as is required by law.

## **ARTICLE 21 – Labour Management Committee**

21.01 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:

- a. Administration of this agreement.
- b. Apprenticeship and training; to investigate mutually acceptable methods for the involvement of apprentices and /or trainees in the workplace.

Such meetings will be called at the end of each POV Production.

## **ARTICLE 22 – Hiring Hall**

22.01 When production employees are required by the employer, the employer agrees to contact the union for dispatch of personnel by the union.

22.02 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. At no time shall the permit fees exceed regular dues or deductions. Such persons shall register with the union.

22.03 In the case of the Scenic Artist, the Employer shall have sole right to determine qualifications, taking into account the Artistic needs and style of the production.

## **ARTICLE 23 – Remuneration**

- 23.01 If an employee is required to perform work in a classification for which a higher rate of remuneration is provided in Appendix A then that the employee shall be paid the higher rate from the time of the last meal break to the end of the day.
- 23.02 When an employee is in the first instance hired as a 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.
- 23.03 The employer shall pay to employees every Friday, as soon as possible but not later than 16:00 (4:00 PM), all wages and salaries due to them up to the previous Saturday midnight.

## **ARTICLE 24 – Hours of Work**

- 24.01 Employees shall be hired as required by the employer. Employees may be reassigned or released when the work requires a reduction or increase in the size of the crew. Crew size will be determined by the employer's practice and precedent as agreed between the employer and the union.
- 24.02 Hours of work for 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.
- 24.03 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.
- 24.04 No unpaid meal break shall be allowed during a call of five (5) hours or less.
- 24.05 The employer shall not call an unpaid meal break less than two hours from the beginning of a call or less than four (4) hours from the previous unpaid meal break
- 24.06 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 extraordinary circumstances require.

- 24.07 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 ½) 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.
- 24.08 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.
- 24.09 A recall to work after a break of greater than two (2) hours shall constitute a new four (4) hour call.

### **ARTICLE 25 – Calling Procedure**

- 25.01 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 and the number of persons needed for each category of work. 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 forty-eight (48) 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 forty-eight (48) hours referred to above.
- 25.02 If the employer wishes to employ specific members of the union it shall provide the calling steward with a list of such members.
- 25.03 The union's calling steward shall report to the employer as soon as reasonably possible on whether or not the requested members of the union are available (in which case the employer may again specify a list with alternates) and the union's calling steward shall endeavour to accommodate the employer's request. Nothing herein shall require the union's calling steward or the union to supply the member or members requested. The union, however, shall be required, upon receiving a written request from the employer, to provide full disclosure as to why a particular member or members cannot be provided.
- 25.04 If the employer wishes to cancel a call, it shall do so by notifying the union's calling steward of the cancellation at least sixteen (16) 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 sixteen (16) 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.

- 25.05 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 work prior to other employees working within that department.
- 25.06 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.
- 25.07 An employee may be assigned duties within more than one department, provided that this assignment does not affect the ability of that employee to perform the duties of either assignment.
- 25.08 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 and the union shall have the same obligation to provide full disclosure as to why a particular member or members cannot be provided.

#### **ARTICLE 26 – Computation of Pay**

- 26.01 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 piece of work.
  - b. Time shall be calculated by the half-hour so that an employee shall be paid for a full half-hour period if any portion of a half hour period is worked.
  - c. 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.
  - d. 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.
  - e. 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.

26.02 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) in any day.
- b. Time worked in excess of forty (40) hours straight time in any week.
- c. All time worked between midnight and 8:00 AM.

26.03 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 or shift.

26.04 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 Friday's pay cheque.

#### **ARTICLE 27 – Holiday Pay**

27.01 The employer shall pay to each employee four percent (4%) of gross wages as vacation pay, to be paid as part of each Friday's paycheque.

#### **ARTICLE 28 – General Conditions**

28.01 Lunchroom facilities with adequate seating and tables for all employees working in the company's shops shall be provided at the primary worksites and maintained in a clean condition by the employer.

28.02 Necessary pick up and wash up time will be allowed prior to quitting times as determined from time to time by the shop supervisor.

28.03 No employee shall be required to supply any tools on the employer's premises other than normal tradesman's hand tools. The employee may supply additional tools at his discretion.

#### **ARTICLE 29 – Employee Tools**

29.01 Each employee shall be required to provide a basic hand tool kit consisting of:

- a. Carpenters: Claw hammer, tape measure, multi-bit screwdriver (or equivalent screwdrivers), crescent wrench with safety strap, work gloves, chalk, pen or pencil, small pocket notebook, pocket flashlight.
- b. Wardrobe: shears, clippers, tape measure, notebook and pen or pencil.

- c. Hair and Wigs: Various combs and brushes, various sized curling irons, blow drier with solis, cutting cape, clippers, heated rollers and wig clamps.
- d. Make up: brushes, notebook, make-up tray
- e. Loaders: CSA approved steel toed work shoes and work gloves.

29.02 The employer must insure and assure the safety of the employees' tools and working apparel against fire and burglary on the employer's premises. If so requested the employee shall submit to the employer's representative an inventory of tools and working apparel on the employer's premises.

**ARTICLE 30 – Term of Agreement**

30.01 This agreement shall be for a term of three (3) years with effect from November 21, 2005 until June 30, 2008 inclusive and shall remain in full force and effect from year to year following expiration of the term unless either party, not less than one hundred and twenty (120) days immediately preceding the date of expiry of this agreement gives the other party 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 thirty (30) days, to provide each other particulars of any changes or amendments either party may desire in this agreement.

In witness whereof these two parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

For Pacific Opera Victoria:

For IATSE Local 168:

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

**APPENDIX A – Rates of Remuneration**

	From Nov 1/05	From July 1/06	From July 1/07
Department Heads	21.85	22.94	24.09
Assistants	19.01	19.96	20.96
Grips	16.47	17.29	18.16
Loaders	17.73	18.62	19.55

## **APPENDIX B – Rates of Remuneration for Scenic Artists**

The rate of remuneration and terms and conditions of employment for the position of Scenic Artist shall be negotiated from time to time as required. Such agreements shall be attached to and form part of this agreement.

At no time, when taken in their entirety, shall the rate of remuneration and terms and conditions of employment be valued at less than those specified in this agreement for the position of Department Head.

In the case of the Scenic Artist the Employer shall have the sole right to determine qualifications, taking into account the artistic needs and style of the production.

Articles 24.01 through 24.09 shall not apply to the Scenic Artist who shall determine their own hours of work based on the needs of the production and the production schedule.

The assistant(s) of the Scenic Artist will be employed by the employer at the current assistant rate.