



Collective Agreement

Between

Victoria Stage Inc.

and

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

May 14, 2007 to December 30, 2008

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 1 - GENERAL PURPOSE	1
ARTICLE 2 - UNION SECURITY	1
ARTICLE 3 - DUES DEDUCTIONS	2
ARTICLE 4 - HIRING	2
ARTICLE 5 - PROBATIONARY PERIOD.....	2
ARTICLE 6 - WAGES AND SALARIES.....	3
ARTICLE 7 - HOURS OF WORK.....	3
ARTICLE 8 - MEAL BREAKS.....	5
ARTICLE 9 - REST PERIODS	5
ARTICLE 10 - CALLING PROCEDURES FOR CASUAL STAGE EMPLOYEES.....	6
ARTICLE 11 - OVERTIME	8
ARTICLE 12 - VACATION PAY.....	8
ARTICLE 13 – STATUTORY HOLIDAYS	9
ARTICLE 14 - SAFETY AND HEALTH	9
ARTICLE 15 - DISCIPLINE	10
ARTICLE 16 - MANAGEMENT RIGHTS.....	10
ARTICLE 17 - CONTRACTING OUT	11
ARTICLE 18 - GENERAL CONDITIONS	11
ARTICLE 19 - AMENDMENT.....	12
ARTICLE 20 – WORKPLACE HARASSMENT.....	12
ARTICLE 21 – GRIEVANCE PROCEDURE	13
ARTICLE 22 – HEALTH AND WELFARE FUND	13
ARTICLE 23 – TERM OF COLLECTIVE AGREEMENT	13
SCHEDULE “A” - WAGES and SALARIES	16
SCHEDULE “B” - STAFF CATEGORIES	17
LETTER OF UNDERSTANDING #1	18

COLLECTIVE AGREEMENT

BETWEEN:

**VICTORIA STAGE INCORPORATED
(hereinafter called the "Employer")**

OF THE FIRST PART

AND:

**THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND
ALLIED CRAFTS OF THE UNITED STATES AND CANADA,
AFL-CIO, LC, LOCAL #168
(hereinafter called the "Union")**

OF THE SECOND PART

ARTICLE 1 - GENERAL PURPOSE

- 1.01 The General Purpose of this Collective Agreement is to establish and maintain mutually satisfactory working conditions, hours of work and wages.
- 1.02 This Collective Agreement shall constitute the working conditions for the employees of the Employer.
- 1.03 All of the terms and conditions of this Agreement shall apply equally to all Employees without discrimination as to gender, sexual orientation, ethnicity, age or religion as defined by the Human Rights Act.
- 1.04 The Employer recognizes the Union as the sole collective bargaining agent for all employees of Victoria Stage Incorporated.

ARTICLE 2 - UNION SECURITY

- 2.01 Every employee coming within the scope of this Collective Agreement shall become and remain a member in good standing of the Union, except as otherwise provided for in this Collective Agreement.
- 2.02 It is understood that Stewards (who may not be the Crew Chief) shall be permitted without loss of pay, to leave their regular duties for a reasonable length of time in order to investigate and settle complaints if possible.

ARTICLE 3 - DUES DEDUCTIONS

- 3.01 The Employer shall deduct from the wages of each employee such Union dues and assessments as may be prescribed by the Union and authorized by such assignment from time to time and shall remit to the Union at least once a month the amount deducted in the name of the employee. The Employer shall deliver to the Union once a month a written statement containing the names of the employees for whom the Union dues deductions were made and the amount of each deduction made under this Article in respect of the preceding month.

ARTICLE 4 - HIRING

4.01 Casual Stage Employees

Casual stage employees shall be hired in accordance with Article 10, Calling Procedures, for the set-up, run and take out of the production for which they are employed and employees shall be employed in the categories of work for which they were called.

- 4.02 Casual stage employees shall not be assigned to other categories of work except where the work available requires the Employer to reduce or increase the size of the crew. Crew size will be determined by a balance of precedent in the industry and local practice.
- 4.03 The employer shall have the ability to request, and/or approve by name the employees working in the positions of Crew Chief and Heads of Department.
- 4.04 Seniority and positions for casual stage employees not noted in Article 4.03 shall be determined by the Union.

ARTICLE 5 - PROBATIONARY PERIOD

- 5.01 New casual stage employees shall serve a probationary period of ten (10) shifts during which time such an employee may be terminated if he or she is unsatisfactory for any work related reason. The probationary period may be extended up to a further ten (10) shifts when necessary to determine the employee's suitability for employment.

ARTICLE 6 - WAGES AND SALARIES

- 6.01 Wages and salaries as set out in Schedule A shall apply and form part of this Collective Agreement.
- 6.02 Where an employee is required or requested to be available to perform work in or in fact performs work in a classification for which a higher remuneration is provided (other than an assignment to provide temporary assistance as noted in Article 10.04) then the employee shall be paid that higher rate of remuneration for his entire shift.
- 6.03 Wages shall be paid bi-weekly every second Friday by direct deposit only. Only in special circumstances shall an actual cheque be issued. Pay statements will include an itemized statement of hours worked in the pay period, at straight time and overtime, with rates of pay, year to date amounts, and all provincial and federal statutory deductions.
- 6.04 The union will have the right to request other deductions from employees pay cheques for such items as, swag and outstanding dues. The employee must be notified in advance of this action by both the union and the employer.
- 6.05 Should an employee be terminated or no longer dispatched by either the union or the employer; The employee will receive their final pay cheque on the normal day the next pay cheques are made available. The forty eight (48) hours noted in the Labour Code will not apply.

ARTICLE 7 - HOURS OF WORK

7.01 Hours of Work

Owing to the nature of theatrical operations the hours of work shall not be fixed with respect to time of day nor day of week but shall be as determined by the Employer based on operational needs and subject to the provisions of this Collective Agreement.

A calendar week shall begin Sunday at 00:01 (one minute past midnight) and end Saturday at 24:00 (midnight).

7.02 Work Day

The end of a work day is midnight except where an employee is scheduled to work a shift which starts before midnight and ends after midnight, in which case the end of the work day shall be the end of that shift.

A break of less than eight (8) hours duration shall not constitute the end of a work day except in the case of a casual stage employee accepting a call for a different production.

Time shall be calculated and paid in thirty (30) minute increments. Paid meals will not fall under this clause, nor will time added for deferred rest breaks.

7.03 Reporting Pay

- (a) When an employee reports to work and performs work they shall be paid not less than four (4) continuous hours at the normal rate of pay, except where circumstances beyond the control of the Employer cause a cancellation of work, in which instance the employee shall be paid for time worked, with a minimum of two (2) hours.
- (b) Where an employee reports for work but does not actually start work, the employee shall be paid a minimum of two (2) hours unless the employee is unfit to work or fails to comply with the Industrial Health and Safety Regulation of the Workers' Compensation Board.
- (c) When an employee reports for work and leaves of their own choosing due to personal reasons, an illness, or for not being physically fit/able to complete the job dispatched for, the employee shall be paid for time worked only.

7.04 Travel Time

There is no travel time paid under this Collective Agreement.

7.05 Calls

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

ARTICLE 8 - MEAL BREAKS

8.01 Meal Breaks

- (a) Either of the following shall be defined as constituting a “meal break” for all stage production employees:
 - (i) One unbroken, unpaid hour, within which an employee can eat a meal;
 - (ii) One unbroken, paid half hour, within which an employee can eat a meal. The rate of pay shall be that which is applicable to the beginning of the half hour period.
- (b) When an employee returns to work after an unpaid meal break, he shall be paid not less than two (2) continuous hours at the applicable rate.
- (c) No unpaid meal break shall be allowed during a shift of five (5) hours or less.
- (d) The normal time allowed between meal breaks shall be four (4) hours. When there is a continuous work period greater than five (5) hours, the personnel shall be paid at one and one half (1 ½ x) times the rate of pay in effect until such time as a meal is called.
- (e) The Employer shall not call an unpaid meal break less than two (2) hours from the beginning of a call or less than four (4) hours from the end of the previous unpaid meal break.

ARTICLE 9 - REST PERIODS

9.01 Employees shall be entitled to:

One (1) fifteen (15) minute paid rest break in each half of a shift of four (4) or more hours duration at any location other than the Save-on-Foods Memorial Centre. The rest period should be approximately midway through this work period where possible.

Or

One (1) fifteen (15) minute paid rest break in each half of a shift greater than four (4) or more hours duration(where possible) at the Save-on-Foods Memorial Centre only. The rest period should be approximately midway through this work period where possible.

- 9.02 The rest break shall not interfere with the running of a performance and may be deferred to an alternate time or the end of the shift as an extra fifteen (15) minutes of time worked. Any meal penalties will be paid based on the finishing time after the fifteen (15) minutes has been added (if the rest break is deferred).
- 9.03 Every effort will be made to give employees who work a show call position as an operator of a followspot or other show position, where a break is not possible during the production, a coffee break before they begin the strike.

ARTICLE 10 - CALLING PROCEDURES FOR CASUAL STAGE EMPLOYEES

- 10.01 A call to perform work prior to a performance and/or during performance, shall normally commence sixty (60) minutes prior to the scheduled commencement time of the performance. Only in special circumstances, with the agreement of the union, shall the start time be reduced to thirty (30) minutes prior to the commencement time of the performance.
- 10.02 The Union's Calling Steward shall dispatch fully qualified employees in accordance with the Employer's requirements.
- 10.03 On any production the first employee hired and the last employee released shall be the Working Crew Chief.
- 10.04 Nothing herein shall restrict an employee hired for a particular job from assisting any other employee working in another department provided that such assistance is temporary in nature and does not affect the ability of that employee to properly perform the duties for which the employee was primarily hired. For the purpose of this article, temporary shall be defined as several minutes of assistance and cannot be used to reduce or limit the number of crew needed to run a production in each department.
- 10.05 A Working Department Head will be assigned to each department in which work is being carried out and such Department Head shall not be released prior to the release of Grips employed on such production in their department. Exception of this rule is noted in Article 10.09a.
- 10.06 Truck Loaders will be dispatched to unload and load semi-trailers. Truck Loaders will be dispatched to calls for other size trucks as a designated position at the Employer's discretion. Should truck loading or unloading be completed in less than a minimum shift, designated Truck Loaders shall complete the unused portion of the minimum shift as a Stage Grip paid at the Truck Loader rate. When Truck Loaders are not designated by the Employer, any truck loading of 5 tons and under may be carried out by the stage employees as part of their regular duties providing they are physically able.

- 10.07 Any reduction in the size of the crew required by a lack of work shall be accomplished by the release of that employee(s) designated by the Union's representative and Crew Chief provided that the remaining employee(s) have the skills and qualifications to complete the work. The employer makes no guarantee that a position or call will not be reduced or cancelled.
- 10.08 If an employee is late for a scheduled shift the Steward shall immediately begin calling for a replacement. As soon as another employee indicates willingness to answer the work call, the first employee is relieved of the opportunity to work, and the second employee shall fill the position. The Employer shall pay the second employee the full hours of the call and shall be reimbursed by the Union for any time period where the employee was not present. If the first employee arrives for work before the Steward contacts a replacement, the first employee shall fill the position and have the time that he was late deducted to the nearest half-hour (30 minutes). The Steward and Crew Chief will meet with the client to insure the shortage of labour does not unnecessarily delay the work scheduled to be done.
- 10.09 The Union makes no assumed or implied minimum personnel call, except for the following:
- (a) On smaller calls only, the Working Crew Chief may also act as a Head of Department.
 - (b) For every work line in operation, there must be two (2) high riggers.
 - (c) For every two (2) work lines in operation, there must be one (1) ground rigger.
- 10.10 In the event the Employer cancels a call, the Calling Steward shall be notified of the cancellation by 7:00 p.m. the day before the call. If such notice is not provided, and unless the Union consents to such cancellation, the Employer shall pay employees designated by the Union to fill the call an amount equal to that remuneration which the employees would have earned through two (2) hours of work at the applicable rate.

If the call is postponed without prior notice of twelve (12) hours before the original time of call, and if the call is subsequently canceled, then this Article shall be applied to the original time of call. Further, if a call is cut down in size, prior to the commencement of work but subsequent to the Union Calling Steward assigning employees to that call, and within the time limits specified above, and unless the Union consents to such cancellation, that call will be deemed to be cancelled as far as the persons released from the call are concerned and the same terms shall apply.

ARTICLE 11 - OVERTIME

11.01 Casual stage employees:

(a) Employees shall be paid at a rate of one and one half times (1 ½ x) the rate in effect for:

- (i) all time worked over eight (8) hours of work in a single day, up to eleven (11) hours (on the same production).
- (ii) all time worked in excess of forty (40) weekly hours (on the same production).
- (iii) all time worked between midnight and 8:00 a.m. in locations other than the Save-on-Foods Memorial Centre.
- (iv) all time worked between midnight and 8:00 a.m. at the Save-on-Foods Memorial Centre when the call is scheduled to begin during these hours. This shall not apply to a load out.

(b) Employees shall be paid at a rate of two times (2x) the rate of pay in effect for all hours worked in excess of eleven (11) hours in any day.

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

11.03 Overtime rates apply to straight time actually worked, including deferred breaks, but is not applicable to un-worked portions of minimum calls. Deferred breaks will be paid out at ¼ of an hour, per break and added to the end of the shift at the applicable rate. The ¼ hour added for a deferred break will be added to actual finish time, not added after rounding to the next half hour.

ARTICLE 12 - VACATION PAY

12.01 Vacation Pay

The Employer shall pay to casual employees, in addition to their normal wages/salary, vacation pay as follows:

(a) Four percent (4%) of gross wages, to be paid as part of each Friday's paycheque.

ARTICLE 13 – STATUTORY HOLIDAYS

13.01 Entitlement

The following have been designated as statutory holidays:

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

13.02 Work on a Statutory Holiday

Where a casual or casual stage employee is scheduled to work on a statutory holiday, the employee shall be paid at time and one-half (1½x) their normal wage/salary for all hours worked up to eleven (11) hours and double time (2x) their normal wage/salary for all hours worked in excess of eleven (11) hours.

ARTICLE 14 - SAFETY AND HEALTH

- 14.01 It is agreed the Employer and the Union shall fully cooperate and ensure compliance with safety rules and practices. The employer and the Union recognize the shared responsibility upon the Employer, Union and each individual by the Workers Compensation Board Act and other applicable legislation.
- 14.03 An employee having to cease work as a result of an injury covered by the Workers' Compensation Act shall be paid only the amount of time they have worked up to the nearest half hour.
- 14.03 The Employer shall carry Workers Compensation Board Insurance as is required by Law.
- 14.04 Riggers will be required to have taken the High Angle Rescue training course offered by the Employer in order to be accepted for the position of Head Rigger.
- 14.05 A minimum of two (2) Riggers on each call must have taken the High Angle Rescue Training course offered by the employer.
- 14.06 On larger calls, the employer agrees to hire and pay a First Aid attendant as outlined in the agreement.

ARTICLE 15 - DISCIPLINE

- 15.01 The Employer, with consultation of the Union, shall have the right to discipline, refuse to hire, or dismiss any employee for which the Employer can show just cause.
- 15.02 "Just cause" in this Collective Agreement shall include, but not be limited to:
- (a) Breach of any rules and regulations made by the Employer governing the duties and functions of the employees which are reasonably necessary for the conduct and management of the Employer's business insofar as such rules and regulations do not conflict with the terms of this Collective Agreement.
 - (b) Insubordination or failure to obey the instructions of their supervisor or soliciting extra, bargaining unit work from the employer's clients;
 - (c) Inability to perform job duties or unable to demonstrate the experience or training need for the particular duties to be assigned.
 - (d) Intoxication or being under the influence of drugs or other substances while at work;
 - (e) Criminal dishonesty; or
 - (f) Workplace Harassment
- 15.03 Employee's shall be able to review their personnel file at any time mutually agreeable by contacting the office.

ARTICLE 16 - MANAGEMENT RIGHTS

- 16.01 Subject to the terms and conditions of this Collective Agreement, the Employer has exclusive right to manage and direct the working force within the bargaining unit. The employer is also given the rights outlined in 4.03.
- 16.02 The Union recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities and that the locations of operations, the schedules, the processes and means of dealing with products, materials and equipment are solely the responsibility of the Employer.
- 16.03 The Employer may make rules and regulations governing the work environment and conduct of the employees. However, such rules and regulations shall not be inconsistent with the terms of this Collective Agreement and shall apply equally to all employees.

ARTICLE 17 - CONTRACTING OUT

- 17.01 Nothing in this Collective Agreement shall preclude bona fide members of a road crew from performing work. For purposes of this Collective Agreement, a road crew shall be defined as persons employed by a traveling production to perform technical duties pertaining to the set up, run and strike of the production and who travel with the production.
- 17.02 Upon notice to the Union, the Employer may employ persons from outside the bargaining unit to operate specialized equipment not normally operated by members of the bargaining unit, except where the operation of such equipment becomes routine or reasonably regular and sufficient members of the union are qualified to operate such equipment.

ARTICLE 18 - GENERAL CONDITIONS

- 18.01 Necessary pick up time and wash up time for stage employees will be allowed prior to quitting time. For the purpose of this article the normal minimum time shall be five (5) minutes.
- 18.02 Where the masculine or the feminine is used in this Collective Agreement it shall be taken to mean and include either gender.
- 18.03 The Employer agrees to provide the Union with software usage, free of charge. This article may be extended to include other items or altered at any time by either party.
- 18.04 The Employer agrees to hire either the union's Secretary-Treasurer or designate, chosen by the company, to maintain all books, and financial records, plus run payroll. This position shall be paid at the current Head rate plus vacation pay as follows for each production dispatched:
- (a) Two (2) hours for calls consisting of four (4) to eight (8) people.
 - (b) Four (4) hours for calls consisting of nine (9) to forty (40) people.
 - (c) Six (6) hours for calls consisting of forty one (41) to seventy five (75) people.
 - (d) Eight (8) hours for calls over seventy five (75) people.
 - (e) A minimum of four (4) hours for special tasks as directed by the employer that includes such things as: year end taxes/receipts and year end employee pay rate adjustments.

This position will be subject to union dues deductions. No other benefits are included.

18.05 The Employer agrees to subsidize the added time spent by either the union's Business Agent or designate, chosen by the company, to advance productions. This position shall be paid at the current Crew Chief rate plus vacation pay as follows for each production dispatched:

- (a) Two (2) hours for calls consisting of four (4) to eight (8) people.
- (b) Four (4) hours for calls consisting of nine (9) to forty (40) people.
- (c) Six (6) hours for calls consisting of forty one (41) to seventy five (75) people.
- (d) Eight (8) hours for calls over seventy five (75) people.
- (e) A minimum of four (4) hours for special tasks as directed by the employer.

This position will be subject to union dues deductions. No other benefits are included.

18.06 Casual Stage Employees are expected to wear stage blacks during a performance. Other than steel toed shoes, as long as employees are reasonably dressed, any other requests to wear (non safety) specific items during a production or during the load in /load out shall be considered a uniform. Introduction of a uniform shall require the Employer and the union to mutually agree to the terms prior to implementation.

ARTICLE 19 - AMENDMENT

19.01 Any article of this Collective Agreement that is deemed by both the Employer and the Union to require amendment, alteration or deletion, may be amended, altered or deleted by mutual consent. Mutual agreement on any amendment, alteration or deletion must be signed by both parties and recorded as an official amendment of this Collective Agreement.

ARTICLE 20 – WORKPLACE HARASSMENT

20.01 Every employee has the right to work in a harassment free environment and to that end the Employer shall be committed to creating and maintaining a work environment which is free of any form of harassment.

20.02 Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance or workplace relationships or endangers an employee's employment status or potential.

20.03 Personal harassment shall be defined as any practice that undermines an Employee's health, job performance or workplace relationships or endangers an employee's status or psychological well-being.

ARTICLE 21 – GRIEVANCE PROCEDURE

- 21.01 Where a difference arises between the Union and the Employer relating to the interpretation, application, operation or alleged violation of this Agreement, there shall be no stoppage of work.
- 21.02 Step 1: Within ten (10) working days of the alleged violation, the union shall be required to meet with the employer to discuss the matter and attempt to resolve the issue.
- 21.03 The Union and Employer may by mutual agreement, in writing, extend the limits set out in this Article provided such extension is requested prior to the expiry of the time allowed at the Step.

ARTICLE 22 – HEALTH AND WELFARE FUND

- 22.01 The employer agrees to contribute an amount equivalent to one percent (1%) earned (gross) by all employees each month to the Union's designated Health & Welfare Fund.

ARTICLE 23 – TERM OF COLLECTIVE AGREEMENT

- 23.01 This Collective Agreement shall be for in effect from May 14, 2007 until December 30, 2008 inclusive and shall remain in full force and effect from year to year following the expiration of the term until notice of desire to change, amend, or terminate such Collective Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Collective Agreement to be executed this _____ day of _____, 2007.

For the EMPLOYER:

Victoria Stage Inc.

Sealed with the seal of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, Local 168 in the presence of:

For the UNION:

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

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

APPENDIX 1 - JOURNEYPERSON'S TOOL KIT

No employee shall be required to supply any tools on the Employer's premises other than the basic hand tool kit specified below. The employee may supply, at their own discretion, additional tools.

If an employee chooses to supply tools other than the basic hand tool kit specified below, the Employer shall not be responsible for insuring these tools for loss.

Each employee as a condition of employment shall be required to provide a basic hand tool kit consisting of:

Carpenters & Flymen:

Claw Hammer
Tape Measure
Crescent Wrench with Safety Strap
Multi-bit Screw Driver (or equivalent screwdriver)
Pocket Flashlight
Work Gloves
Chalk
Pen or Pencil
Small Notebook

Properties:

Tape Measure
Pen or Pencil
Small Notebook
Pocket Flashlight

Wardrobe:

Tape Measure
Shears
Clippers

Electricians & Sound:

Tape Measure
Crescent Wrench with Safety Strap
Multi-bit Screw Driver (or equivalent screwdriver)
Pocket Flashlight
Work Gloves
Chalk
Pen or Pencil
Small Notebook

All workers must provide the following personal protective clothing and equipment:

- general purpose work gloves
- footwear which meets the requirement of CSA Standard CAN/CSA-Z195-M92
- safety headgear which meets the requirements of CSA Standard CAN/CSA-Z94.1-92
- clothing needed for protection against the natural elements, of a type and in a condition which will not expose the worker to any unnecessary or avoidable hazards.

SCHEDULE "A" - WAGES and SALARIES

	<u>2007</u>	<u>2008</u>
<u>Stage Employees</u>		
Working Crew Chief	\$22.50	\$23.50
Working Dept. Head	\$21.00	\$22.00
Operators & Forklifts	\$18.75	\$19.75
Grip / Wardrobe	\$17.50	\$18.25
Truck Loader	\$18.25	\$19.00
Ground Rigger	\$20.75	\$21.75
High Rigger	\$24.75	\$26.00
Head Rigger	\$26.75	\$28.25
First Aid (added to rate worked)	\$1.00	\$1.00

Specialty Services

Jobs that require special skills normally not required for stage employees shall be negotiated on a per job basis. Examples of this type of work are: Scenic Painting, Finished Carpentry, Plumbing, and Electrical

No retro will be paid prior to this agreement taking effect.

SCHEDULE "B" - STAFF CATEGORIES

- Crew Chief: The working supervisory stage crew member on any call.
- Department Head: The supervisory crew member in their department.
- Operator: Operates particular equipment, including follow spot, control console, pyrotechnics, forklift, and projection equipment, and reports to their Department Head.
- Grip: Performs general stage crew functions, and reports to their Department Head. Grips must meet the qualification standards specified in Employment Requirements in order to work in any department.
- Truck Loader: Performs the function of loading and unloading all trucks and trailers the contain production equipment.
- Ground Rigger: Responsible for rigging all hardware that can be assembled on the ground.
- High Rigger Responsible for rigging and installing all points and hardware located above the ground.

LETTER OF UNDERSTANDING #1

BETWEEN:

Victoria Stage Incorporated

AND:

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

Position of Pyrotechnician

This Letter of Understanding is attached to and forms part of the Collective Agreement and remains in full force and effect for the term of the current Collective Agreement.

1. A Pyrotechnician will be required to have the applicable federal license as issued by the Explosives Branch of the Government of Canada.
2. A Pyrotechnician will be paid at a rate to be determined (if the employer determines they wish to employ this position).
3. The Employer, Crew Chief, and Steward will consult on safety and other issues.
4. A Pyrotechnician who authorizes the discharge of pyrotechnics will assume all responsibility under their license.
5. If the employer determines not to employ this position, the contracted Pyrotechnician shall work under their own contract and to avoid any conflict of interest may not be employed under this collective agreement during the event or production in question.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this ____ day of _____ in the year 2007, in the City of Victoria, BC.

FOR THE EMPLOYER

FOR THE UNION

Victoria Stage Inc.

IATSE, Local 168

IATSE, Local 168