

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, Its Territories and Canada**

AFL-CIO, CLC Local 168



July 1, 2008 to June 30, 2011

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This agreement, dated this _____ day of _____, 2008.

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, Its Territories and Canada AFL-CIO, CLC, Local 168.

(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.
- 4.03 The Union shall have the right to have the assistance of representatives of the International Alliance of Theatrical Stage Employees of the United States, Its Territories and Canada other than those of Local 168 when dealing or negotiating with the Employer.

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 within seven (7) business days.
- 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 (4:00PM). 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 s 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 Employment Insurance deductions and contributions as required under Provincial and Federal Stature.

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.

Temporary assistance shall defined as no more than sixty (60) minutes of assistance and cannot be used for a department that has no Head of Department and/or used to replace a worker already working in a specific department. It is also understood that the temporary assistance for a specific task/department shall not become a normal/regular occurrence.

- 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, step-children, parents, step-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 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 and First Aid attendant 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.
- 10.02 Dues remittances must contain a written statement listing the names of the employees for whom the union dues deductions were made, gross amounts paid for each employee, and the amount of each deduction noted in separate columns for each dues percentage and/ or assessments required.

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. Unsatisfactory performance of duties.
 - d. Intoxication or being under the influence of drugs or other substances which impair job performance.
 - e. Criminal dishonesty which affects job performance.
 - f. 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 within seven (7) days of the occurrence. Notwithstanding the rights of a supervisor to supervise, evaluate and discipline employees, an employee must be advised by the union and employer that he/she has the right to 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 (5) 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 in 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 authorized 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 recognized in all venues covered by this agreement and shall not be discriminated against. The employer 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. When the employee is authorized to use their vehicle for company business they shall be reimbursed by the employer at a rate of sixty cents (\$0.60) 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 (4) 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 (\$15.00) per crew member on such calls.

ARTICLE 19 – Canadian Entertainment Industry Retirement Plan

19.01 Employees at the time of hire, shall complete an Canadian Entertainment Industry Retirement Plan application or sign a declaration of waiver to decline participation in the plan, therefore forfeiting the Employer's contributions. The employer shall provide copies of all waivers to the union.

Should an employee waive their right to participate and then wish to enroll in the plan, the employee shall complete an application. Contributions as set out below shall commence on the next appropriate pay period.

The employer shall contribute an amount equal two and a half percent (2.5%) of gross wages earned to individual Canadian Entertainment Industry Retirement Plan accounts where an employee agrees to contribute a minimum two and a half percent (2.5%) of all wages earned at their normal rate of pay. (Commencing July 1, 2009, the amount for the employer and employee contributions shall both increase to five percent (5%)).

An employee may at their discretion increase the employee portion of the contribution.

Employee contributions shall be made through payroll deductions and shall be administered by the employer.

19.02 Employees who currently have RRSP contributions sent to another financial institution shall be considered grandfathered. All new employees and employees who have not previously joined the RRSP shall only be able to join the Canadian Entertainment Industry Retirement Plan.

19.03 Employees who opt to not join the RRSP shall not have their/employer RRSP contributions issued to the Union.

19.04 Contributions will be distributed to the Canadian Entertainment Industry Retirement Plan quarterly one (1) week prior to the end of the following months: February, May, August, and November.

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.
- 21.02 Such meetings will be called at the end of each POV Production as needed. A minimum of one (1) Labour Management Meeting must be called per season.
- 21.03 The Committee shall consist of two (2) Union Executive Members, one (1) Department Head Employee, and two (2) members of the Employer's Senior Management.
- 21.04 The committee shall meet at a mutually agreed time and place.

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 the dues or deductions set out by the union's Bylaws. Such persons shall register with the union by filling out a Permittee application.
- 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.
- 22.04 At the request of the employer, the union shall provide to the employer a copy of a member's resume.

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 and exceeds the guidelines set out for Temporary Assistance under Article 6.01, then that the employee shall be paid the higher rate for their entire shift.
- 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.

In the event an employee has completed six (6) consecutive days of work, in the same department, and is directed by the employer to work without a day of rest, the seventh (7th) day at work shall be at two times (2x) the straight time hourly rate.

If an employee is directed by the Employer to work without a break of at least eight (8) hours, the break of less than eight (8) hours duration shall not constitute the end of a work day.

- 24.03 Either of the following shall be defined as constituting a "meal break":
- a. One (1) unbroken, unpaid hour within which an employee can eat a meal.
 - b. One (1) unbroken paid half (1/2) 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 (1/2) 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 (2) 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 ninety-six (96) 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 ninety-six (96) 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 (1/2) hour so that an employee shall be paid for a full half (1/2) hour period if any portion of a half (1/2) 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 ½) 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 (2X) the straight time rate:
- a. All time worked in excess of eleven (11) hours in any one (1) 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 A minimum of ten (10) minutes of pick up and wash up time will be allowed prior to quitting 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.
- 28.04 A minimum of four (4) truck loaders will be dispatched to load and unload semi-trailers. A minimum of two (2) truck loaders will be dispatched to load and unload one (1) ton through five (5) ton trucks. When a loader is required to drive a production vehicle they shall be paid as a driver.

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 July 1, 2008 until June 30, 2011, 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.

ARTICLE 31 – Benefits

31.01 In lieu of benefits, commencing July 1, 2010, the Employer shall pay employees in addition to their normal wages/salary, two percent (2%) of gross wages earned.

ARTICLE 32 – Health & Welfare Fund

32.01 Commencing July 1, 2009, the employer agrees to contribute an amount equivalent to one percent (1%) earned (gross) by all employees each month to the union's Health & Welfare Fund.

ARTICLE 33 – Shop Services, Building Rentals and Usage

- 33.01 When the scenic, paint, wardrobe, and/or prop shop services are contracted by other groups, companies, or individuals through the employer it is understood that the work taking place shall require union members to be employed per this agreement.
- 33.02 When small, not-for-profit community groups wish to use the shop facilities for their theatrical needs, it is agreed that the employer shall only be required to employ one (1) union member at head rate to assist each community group.
- 33.03 When a film or non theatrical special event wishes to rent only the building, and all tools and equipment are locked up by employer, no union employees shall need to be employed unless requested by the employer.

In witness whereof these two parties have set their hands this _____ day of _____, 2008.

For Pacific Opera Victoria:

For IATSE Local 168:

APPENDIX A – Rates of Remuneration

<u>Set Construction</u>	<u>Current</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Head Carpenter*	\$24.09	\$24.81	\$25.55	\$26.32
Lead/Assistant Head Carpenter	new	\$23.56^	\$24.27	\$25.00
Scenic Carpenter	\$20.96	\$21.59	\$22.24	\$22.91
Carpenters Assistant	new	\$20.14	\$20.74	\$21.36
Set Wireman	new	\$23.56^	\$24.27	\$25.00
Welder	new	\$23.56^	\$24.27	\$25.00
<u>Props</u>				
Property Master*	\$24.09	\$24.81	\$25.55	\$26.32
Lead/Assistant Property Master	new	\$23.56^	\$24.27	\$25.00
Props Assistant	\$20.96	\$21.59	\$22.24	\$22.91
<u>Wardrobe</u>				
Head Wardrobe*	\$24.09	\$24.81	\$25.55	\$26.32
Master Cutter	\$24.09	\$24.81	\$25.55	\$26.32
Lead Hand/Assistant Head Wardrobe	new	\$23.56^	\$24.27	\$25.00
Buyer / Dyer / Milliner / Cutter	new	\$23.56^	\$24.27	\$25.00
Stitcher / Tailor	\$20.96	\$21.59	\$22.24	\$22.91
Wardrobe Assistant	new	\$20.14	\$20.74	\$21.36
<u>Wigs/Hair and Makeup</u>				
Hairstylist / Wigs Coordinator*	\$24.09	\$24.81	\$25.55	\$26.32
Assistant Hairstylist / Assistant Wigs	new	\$23.56^	\$24.27	\$25.00
Makeup Artist*	\$24.09	\$24.81	\$25.55	\$26.32
Assistant Makeup Artist	new	\$23.56^	\$24.27	\$25.00
<u>Paint</u>				
Scenic Artist* (See Appendix B)	\$24.09	\$24.81	\$25.55	\$26.32
Assistant Scenic Artist	\$20.96	\$23.56^	\$24.27	\$25.00
Painter	new	\$20.14	\$20.74	\$21.36
<u>General</u>				
Labourer/Grip	\$18.16	\$18.70	\$19.26	\$19.84
Loader	\$19.55	\$20.14	\$20.74	\$21.36
Driver*	new	\$21.59	\$22.24	\$22.91
First Aid (added to position rate)	new	\$1.00	\$1.00	\$1.00

* Notes Department Head

^ Bump Up from old Assistant Rate

Retro shall be paid on current positions from July 1, 2008

Negotiated rate of three percent (3%) per year.

All new positions shall commence as of the signing of this agreement.

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 required union dues shall be deducted from all gross payments prior to being issued and shall be remitted to the union directly by the employer.

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

APPENDIX C – Staff Categories

Set Construction

Head Carpenter

The duties of the Head Carpenter shall include, but not be limited to the co-ordination of the Set Construction Department and the manufacture of all scenic elements as specified in the designs. The Head Carpenter is responsible for disbursement of the assigned budget and delegation of work required for the efficient operation of the Department. He/she shall produce construction drawings for all scenery; liaise with designers regarding details and finishing techniques as specified in the designs, liaise with other departments to coordinate and accomplish the timely completion of finishing techniques. Be responsible for the care and maintenance of shop equipment. Ensure that all scenery is constructed and rigged to ensure safe installation and use at the performance venue. Plan and manage pack, load in, load out, and onstage set notes.

Lead/Assistant Head Carpenter

The duties of the Lead Carpenter shall include, but not be limited to the construction and manufacturing of all scenic elements related to the production while overseeing carpentry crew and maintaining construction techniques and standards as deemed appropriate by the Head Carpenter, They must also be able to assume all responsibilities in the absence of the Head Carpenter.

Scenic Carpenter

The duties of the Scenic Carpenter shall include, but not be limited to constructing and manufacturing all scenic elements related to the production without direct supervision, as assigned by the Head Carpenter. The Scenic Carpenter should have a working knowledge of basic wood working tools including, but not limited to table saws, mitre saws, hand tools, and be able to read and understand construction drawings.

Carpenters Assistant

The Carpenters Assistant duties are to assist in the construction of scenic elements and to perform any tasks deemed appropriate by the Head Carpenter/Assistant Head Carpenter.

Set Wireman

The Set Wireman shall be responsible for all practical set wiring prior to the arrival at a venue. This shall include the pre-wiring of all stage scenery, sets, parts, and props with extensive electrical requirements.

Welder

The duties of the Welder shall include, but not be limited to the welding and fabrication of detailed metal scenic elements. It is understood that minor metal fabrication/welding that includes fabricating simple hangers/fasteners, or cutting and assembling pipe and key clamp structures shall not require a welder if of limited scale.

Props**Property Master**

The duties of the Property Master shall include, but not be limited to the co-ordination of the Props Department, the procurement and creation of all properties, furniture, set decoration, and lighting fixtures. The Property Master is responsible for the disbursement of assigned budgets and delegation of work required for the efficient operation of the Department. To research the historical period of said props; the repair and return of props to original condition and co-ordination of all necessary permits to convey restricted weapons; co-ordinate with the Costume Department the required accessories. Plan and manage pack, load in, load out, and onstage props notes.

Lead/Assistant Property Master

The duties of the Assistant Property Master shall include, but not be limited to the building and procuring of stage properties, furniture and set decoration without supervision; the maintenance, construction and finishing standards as deemed appropriate by the Property Master. He/she must also be able to assume all responsibilities in the absence of the Property Master.

Props Assistant

Performs those duties as delegated by the Property Master.

Wardrobe**Head Wardrobe**

Head Wardrobe duties shall include, but not be limited to the co-ordination of the Wardrobe Department and the procurement and manufacturing of all costumes and accessories. He/she is responsible for the disbursement of assigned budgets and delegation of work required for the efficient operation of the Department. Head Wardrobe will be responsible for costume research; organization of work and storage areas and management of costume inventory, shop supplies and equipment; He/she will co-ordinate the scheduling of fittings; arrange for the rental, maintenance, and replacement of costumes; act as principal shopper or buyer in close association with the Costume Designer. Plan and manage pack, load in, load out, and onstage wardrobe notes.

Master Cutter

The Master Cutter's duties shall include, but not be limited to the scheduling and coordination of all cutting and construction. He/she is responsible for fabricating patterns, research, cutting, fitting and supervision of the construction of costumes from specific designs and/or sketches provided by the Costume Designer or designate. The Master Cutter determines yardage and trims for costumes and will assist in selecting materials.

Lead Hand/Assistant Head Wardrobe

The duties of the Lead Hand/Assistant Head Wardrobe shall include, but not be limited to the procurement and manufacture of all costumes and accessories without direct supervision, and the maintenance of construction and finishing standards as deemed appropriate by the Head Wardrobe. They shall have advanced sewing skills and a working knowledge of wardrobe equipment and tools plus must also be able to cut, sew, alter and fit costumes, distress fabrics, maintain, launder, and finish wardrobe pieces. He/she shall also accomplish buying, shopping and returns, assist with research and be able to assume all responsibilities in the absence of the Head Wardrobe.

Cutter

The Cutter is responsible for fabricating patterns, research, cutting, fitting, and supervision of the construction of costumes from specific design and/or sketches provided by the Costume Designer or designate.

Stitcher / Tailor

The Stitcher / Tailor shall have advanced sewing skills and working knowledge of wardrobe equipment and tools plus be able to work without direct supervision. The Stitcher / Tailor will be able to sew, alter, and finish wardrobe pieces.

Buyer

Under the supervision of the Head Wardrobe, the Buyer is responsible for the purchase of materials and costumes; establishes and maintains good relationships with vendors, returns unused clothing in a professional and timely manner; maintains accounting records for all petty cash and/or purchase orders. Valid driver's license required for this position.

Dyers

Duties include dyes, paints, and ability to distresses fabric and costume garments as designed by the Costume Designer. They shall work under the supervision of the Head Wardrobe.

Milliner

Is responsible for the construction and trimming of all hats used on a production. They shall work under the supervision of the Costume Designer and Head Wardrobe.

Wardrobe Assistant

The wardrobe Assistant's duties are to assist in the construction of wardrobe elements and to perform any tasks deemed appropriate by the Head Wardrobe, Assistant Head Wardrobe, and/or Master Cutter.

Wigs/Hair and Makeup**Hairstylist/ Wigs Coordinator**

The duties of the Hairstylist/ Wigs Coordinator shall include, but not be limited to the co-ordination, creation and procurement of all hair and wig pieces for a production. He/she is responsible for the disbursement of assigned budgets and delegation of work required for the efficient operation of the Department. The Hairstylist/Wig Coordinator will liaise with the Costume designer and Head Wardrobe. He/she will be responsible for the styling and maintenance of wigs and hair pieces; and the cutting, styling and colouring of artist's hair.

Assistant Hairstylist/ Assistant Wigs

Can style and maintain wigs and hair without direct supervision. He/she must also be able to assume all responsibilities in the absence of the Hairstylist/Wigs Coordinator.

Makeup Artist

The duties of the Makeup Artist shall include, but not be limited to the coordination of Makeup elements for the production as specified by the costume design. The Makeup Artist is responsible for the disbursement of assigned budgets and delegation of work required for the efficient operation of the Department. He/she will be responsible for the application, maintenance, alteration and removal of all facial/body makeup required by the production and the purchase of all necessary materials and equipment. The Makeup Artist shall also be responsible for any makeup special effects and theatrical prosthetics.

Assistant Makeup Artist

Can apply and style all makeup requirements without direct supervision. He/she must also be able to assume all responsibilities in the absence of the Makeup Artist.

Paint

Scenic Artist

Shall be contracted directly by the employer as outlined in Appendix B and shall paint all scenic elements as set forth in their agreement under the direction of the Employer and Designers. All required qualifications are determined by the Employer.

Assistant Scenic Artist

The Assistant Scenic Artist works in coordination with the Scenic Artist to paint and produce specialty finishes such as marble, wood grain, aging, breakdown, and other faux finishes. He/she must be able to execute painting of a pictorial nature on any scale including backdrops and cutouts. He/she must also be able to assume all responsibilities in the absence of the Scenic Artist.

Painter

The duties of the Painter shall be to carry out, without direct supervision and to the satisfaction of the Scenic Artist, sanding, filling, sealing, priming, undercoating, spray painting, painting and varnishing of sets, props, and other related scenic elements.

General

Labourer/Grip

The duties of the Labourer/Grip are the movement of tools, supplies, and materials, and keeping the work site and tools in a clean, organized condition as required by the department and under the direction of the Department Head.

Loader

Under the direction of a Department Head loads and unloads equipment, scenery, wardrobe, and props from trucks. In order to report to this position, the Loader is required to wear steel toed boots and be able to repeatedly lift equipment of substantial weight.

Driver

The Driver will be responsible for driving production vehicles as required by the Employer. A Driver shall be fully confident and comfortable driving the specified vehicle prior to accepting the position. They shall also carry out the tasks and duties of a Loader when not driving.