

COLLECTIVE AGREEMENT

Between

RICHMOND GATEWAY THEATRE SOCIETY



GATEWAY THEATRE

And

I.A.T.S.E. LOCAL 118



January 1st, 2022 – December 31st, 2024

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ARTICLE 1 – PURPOSE OF AGREEMENT

1.01 Purpose

The general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours of work, and wages and to provide for Union security and the prompt and equitable disposition of grievance for both parties subject to the provisions of this Agreement.

1.02 Mutual Interest

The Employer and the Union hereby agree that it is to their mutual interest to establish and maintain a relationship of good will, stability and respect between the Employer and the Employees represented by the Union.

ARTICLE 2 – NON-DISCRIMINATION

2.01 Non-Discrimination

- (a) All of the terms and conditions of this Agreement will apply equally to all Employees and the Employer shall not discriminate against Employees with respect to terms and conditions of employment on the grounds of race, creed, age, sex, marital or parental status, religion, nationality, ancestry or place of origin, union membership or activity, family relationship, place of residence, political affiliation or activities or sexual orientation.
- (b) No person shall suffer abusive language, vilification of character, of capabilities, or in general any unwarranted harassment from any source under the control of the Employer or the Union.

ARTICLE 3 – STRIKES AND LOCKOUTS

3.01 No strike or Lockout

During the term of this Agreement, the Employer shall not lock out any Employee, no Employee shall strike and the Union shall not declare or authorize a strike.

3.02 Legal Picket Lines

It is understood that refusal to cross a picket line deemed to be legal by Provincial or Federal authority shall not constitute a breach of this Agreement

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 Management Rights

- (a) Subject to the terms of this Agreement, the Employer shall remain vested with the exclusive control of management and operation of the Theatre and with the direction and supervision of the working forces, including its right to hire, suspend, discipline, or discharge Employees for just cause, or to 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.
- (b) In the event that the Union claims Management has exercised its rights in a discriminatory, arbitrary, 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.

4.02 **Rules & Regulations**

The Employer may make rules and regulations governing the work environment and conduct of Employees, however, such rules and regulations shall not be inconsistent with the terms of this Agreement. The Employer shall provide the Union and each Employee with a copy of such rules and regulations.

ARTICLE 5 – RECOGNITION, SECURITY AND JURISDICTION

5.01 **Recognition of Union**

The Employer recognizes the Union as the sole collective bargaining agent for Employees in the bargaining unit performing work as outlined in this Agreement and the Certification granted by the Labour Relations Board of British Columbia.

5.02 **Employment of Union Members**

- (a) The Employer agrees to employ, for the positions covered in this Agreement, only qualified Employees with the ability to meet the requirements of the call, as supplied by the Union, except as provided in Article 7 – Volunteers.
- (b) The Union agrees to supply qualified stage personnel. In the event the Union is unable to supply sufficient qualified personnel for a specific call, the Employer shall be entitled to hire non-bargaining unit Employees or to make other arrangements, as it may deem necessary to fill the call. Such personnel shall register with the Union within two (2) days and shall be required to have a work permit. The Union shall issue work permits on request. Such request shall not be unreasonably denied. The permit holder shall be required to pay permit fees as prescribed by the Union. At no time shall permit fees exceed regular dues deductions.

5.03 **Maintenance of Membership**

All Employees in the bargaining unit shall remain in good standing with the Union as a condition of employment with the Employer.

5.04 **Bargaining Unit Work**

- (a) Employees outside the bargaining unit shall not perform bargaining unit work, as referred to in section 5.01 of this Article, except as provided in this Agreement.
- (b) If equipment installed, modified or repaired is equipment that would normally, when in use, be equipment for which an Employee under the Agreement would be responsible, the appropriate Employee shall be employed for at least such time, during installation, modification or repair as the Employer deems necessary for the Employee, to be informed as to the operation, care and maintenance of this equipment.
- (c) All bargaining unit work performed in the employer's workshop shall be performed by members of the bargaining unit. In specific circumstances the employer may find it necessary to seek an alternative arrangement, as a result, the employer may come to the union and ask for special consideration and that consideration will not be unreasonably withheld.
- (d) Whenever any equipment, rented and / or leased by the Employer or a lessee is used by or in the Richmond Gateway Theatre, appropriate members of the Union will be employed for the set up, operation and take out of the equipment. However, in the case of equipment rentals and leases of one (1) day or less, the owner of such leased or rented equipment may set up and operate such equipment at their option.
- (e) Sound and Video Recording done at the Richmond Gateway Theatre or with Richmond Gateway Theatre equipment shall be performed by a member of the bargaining unit, unless otherwise agreed. This provision shall not apply if the recording is for archival purposes or is not for profit.

- (f) The union agrees that a fly person is required for productions with greater than four (4) fly moves excluding main curtain moves. A fly move is defined as any time a line set moves in either direction, i.e. a fly move “in” is one move and a fly move “out” is a second move. Lines moving before or after a show do not count towards this total. Fly moves performed without a designated fly person on the call must be done from the stage level not the fly rail.” In the event of specialized fly moves (i.e. snow bag) that effect would be considered one move.
- (g) An Assistant Sound, engaged at pay grade 3 is required for productions when:
 - Greater than Four (4) wireless bodypack microphones are used
 - When lavalier microphones move between performers
 - When a second sound console is used
 - When wired microphones are required to move on stage during a production and such moves cannot be accomplished by the head carpenter.
- (h) When video is used, the schedule will provide time for set up.
- (i) When multiple Department Heads are called, at least one shall be paid at pay grade 2. A Venue Technician is considered a Department Head.
- (j) Academy personnel shall be allowed to build, paint, load in, and load out scenery, props, wardrobe and other simple elements for Academy Shows. However all stage equipment and advanced technical gear, where there is a concern regarding safety or complexity, shall be operated by qualified Union personnel. All technical rehearsals and shows will be staffed with appropriate Union employees.
- (k) While working on an event or production in Studio B, employees may be utilized to operate equipment in multiple departments and will be assigned the classification of “Studio B Technician”
- (l) While working on an event or production outside of Mainstage or Studio B, employees may be utilized to operate equipment in multiple departments unless:
 - i. Live sound reinforcement is required, in which case one employee will be assigned the classification of Head of Sound.
 - ii. The use of a lighting console is required, in which case one employee will be assigned the classification of Head of Lighting.

5.05 Rental or Lease of Theatre

- (a) In the event that the Richmond Gateway Theatre is rented or leased to a third party the Employer agrees that any bargaining unit work normally carried out by the members of the Union will continue to be carried out by members of the Union under the terms and conditions set forth in this Agreement.
- (b) Lessees may utilize their Employees to unload and handle, set-up and operate their own stand-alone property and equipment on the loading dock, stage or performance floor only.
- (c) The use of the lessee’s Employees shall not result in a reduction of the number of bargaining unit Employees presently utilized by the Employer.

5.06 Truck Loaders

With the exception of traveling professional road productions, truck loaders shall not be required for loading and unloading or trucks where:

- Such activities occur at the place of presentation; and

- The truck deck level and loading deck level are substantially equal; and
- The materials unloaded are taken directly to the stage or production area and can be unloaded without substantial additional lifting, lowering and other handling; and
- The set-up or strike crew of a production can perform these activities as a normal part of their set-up or strike duties.

Carpentry and other shop workers can also perform loading and unloading of construction materials when such material is a function of their department.

5.07 Union Emblem

- The Employer and the Union agree to display the I.A.T.S.E. Local 118 Emblem in a conspicuous place in the lobby of the Richmond Gateway Theatre. Such emblem shall be of mutually acceptable size and location. The Employer shall include the I.A.T.S.E. Local 118 Emblem on any promotional and program material where any other professional organizations are acknowledged.
- It is agreed that the Employer may use the I.A.T.S.E. Local 118 Emblem on items, products and scenic elements produced in its shops by members of the bargaining unit. It is also agreed that the Emblem shall be of mutually acceptable size and placed in a location or locations acceptable to the Employer and the Union.
- It is understood that the Union Emblem shall remain the property of the Union and that at no time shall the Emblem be used in a manner that is detrimental to the interest and welfare of the Union. Upon evidence that the Emblem is being used in a manner that is detrimental and harmful to the members of the Union then the Employer's right to use the Emblem will be withdrawn.

5.08 Training Time

In recognition of the need to maintain adequately trained and skilled technicians and maintain the safety and security of the Employees covered by this Agreement, the Employer agrees to allow, at times approved by the Employer, access to the equipment and work areas for the purpose of instruction in the proper and safe use of the equipment and work techniques. Training time will not be paid unless training is required by the Employer.

5.09 Access to Work Areas

The Business Agent and authorized representatives of the Union shall be permitted by the Employer to enter and inspect Employee work areas at reasonable times after obtaining permission of the Employer. Permission will not be unreasonably withheld and the representatives will be free of interference but will not interrupt nor interfere with any work in progress. At no time shall meetings be held with Employees during working hours without the permission of the Employer.

5.10 Union Stewards

- Stewards will be recognized in all venues covered by this Agreement and shall not be discriminated against.
- It is agreed that the steward, on approval of the Employer, shall be permitted without loss of pay, to leave his regular duties for a reasonable length of time in order to investigate and settle complaints.
- The Union shall advise management of the name of the Steward on each call as soon as such selection is determined.
- The Head Carpenter will ensure the election of a Steward within the first half hour of the start of the call and will note the name of the Steward on the Head Carpenter report.

5.11 **Membership List**

The Union shall supply the Employer with an up to date list of all its members included in the Gateway Roster upon signing this Agreement. The Union agrees to provide Management with a current list of roster members on reasonable request.

ARTICLE 6 – UNION DUES

6.01 **Wage Assignment and Deductions**

Upon receipt of a statutory form of assignment 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.

6.02 **Statement of Deductions**

The Employer shall deliver to the Union at least once a month a written statement containing the names of the Employees for whom the Union dues deductions were made and the amount of each deduction made under this Article in respect of the preceding month.

All union dues and assessments and monies otherwise owed to the Union shall be paid to the Treasurer of the Union by the 10th day of each month for the previous month.

ARTICLE 7 – CALLING/HIRING PROCEDURES

7.01 **Calling Procedure**

- (a) A call shall be made as soon as possible, but not less than forty-eight (48) hours prior to the time of the call, unless the Employer does not have sufficient information to set the call.
- (b) The Employer shall advise Dispatch of the time of the call, the number of persons required, the category of work for each person, the approximate times and lengths of meal breaks, and the approximate duration of the call. Dispatch shall inform Management in a timely manner that the call has been filled and provide the names of those Employees on the call.
- (c) If the Employer wishes specific persons, a list of the members of the Union that the Employer wishes to employ, including alternates, will be given to Dispatch at this time.
- (d) Dispatch shall report to the Employer, in a timely fashion, on whether members of the Richmond Gateway Roster in good standing are available (in which case the Employer may again specify a list with alternates from the Richmond Gateway Roster). The Union shall accommodate the Employer's request by providing, to the best of the Union's understanding, qualified members in good standing for each call and shall provide specific employees where such employees are available.
- (e) The Union shall be required, upon receiving a written request from the Employer, to provide full disclosure of all information as to why a particular member(s) was not provided.
- (f) If less than forty-eight (48) hours notice is given for a call, then sub-sections 7.01 (d) and (e) of this Article shall not apply, and nothing shall require Dispatch or the Union to supply the specific person or persons requested.
- (g) If the Union is unable to supply sufficient qualified Employees for a specific call, the Employer may hire Employees elsewhere. Such persons shall register with the Union and shall be covered by this Agreement.

- (h) Article 7.01(g) shall only apply under the following circumstances:
 - i. The Employer has provided a minimum of 30 days' notice to the beginning of the call and the Union has not filled the call within 14 days of the beginning of the call.
 - ii. The Employer has provided a minimum of 7 days' notice but less than 30 days' notice to the beginning of the call and the Union has not filled the call within 72 hours of the beginning of the call.
 - iii. The employer has requested and the Union has agreed that for a specific call the Employer may hire Employees elsewhere.

7.02 Commencement of Call

- (a) Where a call is to perform work during a performance only, the call shall commence at least thirty (30) minutes prior to the scheduled commencement time of the performance.
- (b) Where a call is to perform work prior to a performance as well as during the performance, the call shall commence at least thirty (30) minutes prior to the scheduled time of the house opening.

7.03 Cancellation or Reduction of Call

- (a) To cancel or reduce a call, in hours or size of crew, without penalty, the Employer shall notify Dispatch at least twenty-four (24) hours prior to the time of call.
- (b) No cancellation of the call will be permitted less than twenty-four (24) hours before that start of the call; however, the Employer may use the Employees to perform alternate work. Any of the Employees may choose to not accept that alternate work, but in that event, those Employees are not entitled to compensation for the cancelled call.
- (c) If the Employer has no alternate work for the Employees to do, the Employer shall pay to the Employees dispatched by the Union to fill the cancelled call an amount equal to that remuneration which the Employees would have earned through four (4) hours of work at the applicable rate.
- (d) If the call is postponed without prior notice of twenty-four (24) hours before the original time of call, and if the call is subsequently cancelled, then this Article shall be applied to the original time of call.

7.04 Hiring Seasonal and Permanent Staff

- (a) A permanent position shall be a full-time position with a minimum guarantee of forty (40) hours per week, fifty-two (52) weeks per year. A seasonal employee is a Department Head engaged in a specific position for mutually committed dates of work during an engagement period. These commitments will be confirmed in a letter of agreement between the Employer and Employee.
 - i. The seasonal employee's letter of agreement will list the date ranges within which there is a guaranteed minimum of five (5) days of work per week during the engagement period. The letter of agreement will also reference partial weeks which apply under 7.08(b).
 - ii. In the event that any of the dates of work are cancelled by the Employer, resulting in less than five (5) days of work per week, the Employer shall provide a minimum of four (4) weeks' notice. Should notice for cancelled dates be less than four (4) weeks, the following applies unless the hours are rescheduled by mutual agreement
 - a. the Employer shall compensate the affected Employees for each scheduled day of work cancelled within the following four (4) weeks

- b. all compensation will be at the Employees' straight time rates
 - c. daily compensation will be four (4) hours pay for each cancelled day or four (4) hours pay for each cancelled performance, whichever is greater
 - d. cancellation of any committed dates shall not negate the remainder of the engagement under the seasonal letter of agreement referenced above
 - e. partial weeks under 7.08(b) will be prorated.
- iii. Seasonal employees may request leave from the dates in the letter of agreement, such request to be made in writing to the designated Employer's representative, no less than four (4) weeks from the first date of the requested leave, showing sufficient cause to warrant granting leave, and subject to Employer approval; such approval not to be unreasonably withheld.
 - iv. Seasonal employees shall have first right of refusal for any additional work that becomes available within their department, and, the Employer will endeavor to utilize the seasonal employees for additional work outside their department, offering them first right of refusal for any work not already taken by another full-time or seasonal employee. A commitment to additional date(s) is required from the employee Fourteen (14) days prior to the date of work after which point leave may not be requested. Once agreed to, if the additional date(s) are cancelled, 7.03 applies.
 - v. Following the end of the engagement period, when the Employer next wishes to hire a seasonal employee as described above, the Employee who last held that specific position will be given first right of refusal unless 7.04(b)vi is followed.
 - vi. If the Employer does not wish to re-hire a seasonal employee, the Employer must inform the Employee and the Union in writing and notice or severance is required as follows
 - a. During the term of the engagement period, Twenty (20) working days' notice, and severance pay equal to 1.9% of the Employee's earnings for each additional year of consecutive service as a Seasonal Employee.
 - b. If less than Twenty (20) working days remain during the term of the engagement period or if the engagement period has ended, severance pay is due equal to 3.8% of the Employee's earnings for the duration of the engagement period, plus 1.9% of the Employees earnings for each additional year of consecutive service as a Seasonal Employee.
- (b) If a vacancy occurs which the Employer wishes to fill or if the Employer creates a new position then the Union will be informed and notice, calling for applications, will be posted at appropriate locations for a minimum period of ten (10) working days. The notice shall set out a job description qualifications required for the job, wage rate employment period (in the case of seasonal positions and any other relevant information.)
 - (c) In the event that there are no suitable applicants from the Gateway Roster the Employer shall be free to call for applications from the membership of Local 118 and others. Should such applicants be selected they shall be no less qualified than applicants from the Gateway Roster. Selection preference shall be from the Gateway Roster, members of Local 118 and others in that order.
 - (d) In filling Seasonal and Permanent job vacancies, the Employer will review the applications for such positions, interview a short list of candidates, and award the position to the applicant the Employer deems most suitable for the position.

7.05 Probationary Period

There shall be three (3) month probationary period applicable to the filling of all job vacancies and suitability for such vacancies shall mean the ability to perform the job requirements after completion of the probationary period. In the event that the selected Employee cannot satisfactorily perform the job following the probationary period, or if the Employee does not wish to complete the probationary period, then the Employee shall return to his former position and prevailing wage rate. Any other Employee who has been promoted or transferred because of the re-arrangement of positions shall also return to his former position and prevailing wage rate.

7.06 Volunteers

- (a) The Union recognizes that the Richmond Gateway Theatre is a not for profit community theatre based on community involvement at all levels of the operation. Its mandates are to develop the skills of the community users and to provide the facility and services for the use of community groups at a reasonable cost. Therefore the Richmond Gateway Theatre may use volunteers for positions within the bargaining unit:
 - (i) for fundraisers, development events and membership event and the annual Christmas musical, directly for the benefit of the Employer;
 - (ii) for non-professional productions by Richmond community arts groups;
 - (iii) for non-professional productions by arts groups which are not located in Richmond, provided the Union is advised in writing (by providing a copy of the Volunteer Summary Form) on a per-production basis at least ten (10) days prior to the day of the booking.

The ratio of volunteers to employees (bargaining unit members) shall not exceed four (4) volunteers to one (1) employee on the stage deck and dressing areas, unless otherwise mutually agreed.
- (b) The use of volunteers shall be in accordance with past practice. In the event any question arises with respect to such past practice it shall be referred to the Parties for resolution.
- (c) Volunteers may be used under the following conditions:
 - (i) volunteers will report to the Head Carpenter/House Technician or other Employer designate and will be under the direction and supervision of members of the bargaining unit;
 - (ii) volunteers will only be permitted to work on the stage deck and dressing areas;
 - (iii) the start, finish and break times will be the same for volunteers as for bargaining unit members;
 - (iv) volunteers receive no remuneration or honoraria for work performed on a volunteer basis;
 - (v) the Union shall not be held liable for any action or lack thereof of volunteers.
- (d) Student volunteers from provincially recognized educational institutions with recognized stagecraft courses may receive instruction or may observe areas of the operation for educational purposes or may handle and operate equipment, provided that they are not necessary for actual operation of the production and no Employee is displaced.

7.07 Departmentalization

- (a) Employees shall be employed in the categories of work for which they are called. Employees may be released from a call or may be re-assigned to other categories of work during a call by the Employer where the work available and schedule require such release or re-assignment.

- (b) The Employer may:
 - i. increase the crew size after consultation with the applicable Department Head(s) where the work available requires such an increase.
 - ii. reduce the size of the crew on a call by the release of that person(s) designated by the Union, after consultation with the applicable Department Head(s).
 - iii. re-assign Employees on a call to other categories of work after consultation with the applicable Department Head(s).
 - iv. re-assign Employees on a call to other categories of work to provide assistance within a department or in other departments without consultation with the applicable Department Head(s) provided that such assistance is temporary and the applicable Department Head(s) is advised as soon as possible.
- (c) While working on an event or production on the Mainstage, Employees must be designated to a single department for the entire setup, run and strike of the event or production.

7.08 Continuity of Production

- (a) In an effort to maintain continuity on given projects or productions the Employer may request the recall of specific bargaining unit Employees.
- (b) Employees hired for the run of a production shall be required to work the set-up and take-out of such production as originally called.
- (c) In the event of a holdover, the Employer shall confirm the pre-notification as soon as possible but not less than seven (7) days prior to the original dosing date of the production. If employees are advised of a potential holdover prior to or at the time of the placement of the original call, the employees accepting the call shall be obliged to work the set-up, run and strike.
- (d) Employee replacements or substitutions, for Employees hired for the Running Crew, will not be allowed, except in the case of illness, injury or at the request of the Union and agreement of the Employer.

7.09 Touring and Co-Productions

- (a) A Production will be considered a co-production when production costs and liabilities are substantially shared equally between the Employer and other producer(s).
- (b) Co-productions are not considered to be a Touring Production when presented in a co-producer(s) venue. When a co-production is presented in the co-producer(s) venue(s) the co-producer(s) may use their own Employees.
- (c) Where a co-production originates at the Richmond Gateway Theatre and moves to the first co-producer's venue, then the Employer agrees to ensure that sufficient bargaining unit members are employed as are necessary to supervise the installation of the production in the co-producer's venue. If a co-production moves to a third venue it shall become a touring production and the provisions of sub-section (d) below shall apply.
- d) A Touring Production is defined as a production when presented in venues other than the venues of the co-producer(s). The Employer agrees to employ bargaining unit members under the conditions of the I.A.T.S.E. Traveling Stage Employees Contract ("Pink Contract") for any touring productions.

- (e) Where a Touring Production of another producer that is unionized is performed at the Richmond Gateway Theatre, it is understood and agreed that the provisions of the "Yellow Card" shall apply. If the producer of the Touring Production is not unionized, then the Employer agrees to use members of the bargaining unit for the set-up, run and take-out.

ARTICLE 8 - GRIEVANCE PROCEDURE

The time limits in Article 8 may be extended by mutual agreement.

8.01 Submission of Grievances and Replies

Grievances and grievance replies may be sent by email. Written replies and notifications shall be deemed to be presented twenty four (24) hours after the email is sent.

8.02 Grievance Procedure

All differences between the Union and the Employer and any Employee bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof including any question as to whether the matter is covered by this Article shall be finally and conclusively settled without stoppage of work by the following method:

Step 1

Every effort shall be made by the Employee(s) and the Employer to resolve the issue verbally. Either party shall have the right to have the Union Steward present at such a discussion. If the issue cannot be resolved verbally, then either party may formally register the difference or complaint in writing within **ten (10)** working days of the incident giving rise to the complaint. The Union shall present its complaint to the Employer's Production Manager and the Employer shall present its complaint to the appropriate Union Steward.

Step 2

The Union's Grievance Committee and the Employer's representative(s) shall meet within seven (7) working days following the receipt of the written complaint described in Step 1. The Union's Grievance Committee may be comprised of any three (3) of the following: the Steward(s), a representative of the Union and the Head of the Department involved. The Employer shall be represented by the Production Manager and/or one (1) other designate.

Step 3

If agreement cannot be reached within three (3) working days after the first meeting described in Step 2 the grievance shall be submitted, in writing by the representative of the aggrieved party, to the President of the Union and the Executive Director of the Richmond Gateway Theatre. The Union President, the Theatre's Executive Director and/or their representatives, will meet within five (5) working days of the receipt of the report to discuss the grievance.

8.03 Arbitration Procedure

If an agreement cannot be reached in seven (7) working days of the first meeting Step 3, the grievance may proceed to arbitration in accordance with the following:

- (a) The party desiring to submit the matter in dispute to arbitration shall deliver to the other party a notice, in writing, of its intention to arbitrate. This notice shall state the matter at issue in concise terms and shall state precisely in what respect the Agreement has been violated or misinterpreted with reference to the specific Article or Articles. The notice shall also stipulate the nature of the relief or remedy sought.

- (b) Within seven (7) working days after the date of delivery of the notice of intention to arbitrate, the parties will meet to select a mutually acceptable single Arbitrator to hear the difference and render a decision.
- (c) Where the parties fail to agree, within the seven (7) working days of the first meeting, on the name of a single Arbitrator either party shall request the Minister of Labour to make the appointment of a single Arbitrator.

8.04 Jurisdiction of Arbitrator

The jurisdiction of the Arbitrator shall be limited to deciding the matters at issue within the meaning of the existing provisions of the Agreement. In no event shall the Arbitrator have the power to add to, subtract, alter or amend this Agreement in any respect. The decision of the Arbitrator shall only be applicable to the case in question and shall not constitute a precedent beyond the term of this Agreement. Notwithstanding anything contained in this Agreement, the decision of the Arbitrator shall:

- (i) be consistent with the provisions of this Agreement;
- (ii) be confined to the grievance referred to him.

8.05 Decision of Arbitrator

The decision of the Arbitrator on the matters at issue shall be final and binding on both parties.

8.06 Cost of Arbitrator

The parties to this Agreement shall jointly bear the cost of the Arbitrator and each of the parties shall bear the cost of its own representatives and witnesses.

8.07 Definition of Working Days

Working days, for the purposes of this grievance procedure, shall not include Saturdays, Sundays and recognized holidays.

8.08 Management Grievances - Employee Notification

An alleged aggrieved Employee or an Employee named in a management grievance must be notified of, and may attend, or may be required to attend, on the request of either party, any meeting described in section 8.02 of this Article.

8.09 Time Limits

- (a) The parties may agree to alter time limits specified here in Article 8, by mutual agreement.
- (b) If a grievance is not initiated or is not moved to the next step in accordance with the agreed time limits, such grievance shall be deemed to be abandoned.

ARTICLE 9- DISCIPLINE

9.01 Right to Discipline

The Employer shall have the right to refuse to hire, discipline or dismiss any Employee for which the Employer has just cause.

9.02 Just Cause

- (a) In any grievance arising from the Employer's refusal to hire, discipline or dismissal of any Employee, the Employer has the onus of showing just cause.

- (b) If in the opinion of the Union, the Employer fails to establish just cause for refusal to hire, discipline or dismissal of an Employee, the matter shall be referred to the Grievance Procedure contained in this Agreement.
- (c) "Just Cause" in this Agreement shall include but not be limited to:
 - (i) Breach of any rules, regulations, policies and practices governing the duties, functions and responsibilities of the Employees that the Employer deems reasonably necessary for their conduct and the management of its undertakings in all respects in order to satisfy its commitments and objectives insofar as such rules, regulations, policies and practices do not conflict with the terms of this Agreement;
 - (ii) Insubordination or failure to obey the proper instructions, written or verbal, of the Employee's Supervisors including but not limited to the Production Manager, Technical Director, Stage Managers, Directors, Designers, House Technician or Head Carpenter.
 - (iii) Unsatisfactory performance of the Employees' duties;
 - (iv) Inability to perform the duties for which he was hired;
 - (v) Intoxication or being under the influence of illegal drug(s) or other substances which impair performance while in the employ of the Employer;
 - (vi) Theft, fraud or other criminal or illegal activities while in the employ of the Employer;
 - (vii) Repeated unauthorized absence.

9.03 Effective Date and Notification

Any discipline or dismissal shall be effective as of the moment the Employee is notified in writing by the Employer. The Employer shall notify the Union in writing within forty-eight (48) hours of such discipline or dismissal. Notification to the Employee and the Union shall include the reason(s) for discipline or dismissal.

9.04 Personnel Records

- (a) Any complaint by the Employer or dissatisfaction of the Employer concerning an Employee's work which is not intended to result in discipline, but which is intended to form part of the Employee's personnel records, shall be made within ten (10) working days of the circumstances giving rise to the complaint or dissatisfaction and a copy thereof shall be submitted by the Employer to the Employee and to the Union.
- (b) Any written reply by the Employee shall also be filed within ten (10) working days of the receipt of the written complaint and this reply will be filed as part of that Employee's personnel record.
- (d) The Employer shall specify in the complaint or expression of dissatisfaction the nature of the improvement required of the Employee, and a reasonable deadline for such improvement to take place. Upon the deadline being reached, an updated evaluation will be filed and a copy given to the Employee. A failure on the part of the Employee to make reasonable improvements during the time allotted by the Employer may result in discipline being imposed by the Employer.
- (d) In any discussion between the Employer and an Employee regarding a matter for which discipline may be imposed, the Employee and/or the Employer shall have the right to have the Steward present.
- (e) An Employee may review their personnel file at any reasonable time and may copy any documents therein. The Employee may respond in writing to any document and such response shall form part of his personnel file.

ARTICLE 10 - HOURS OF WORK

10.01 Hours of Work

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 contained in this Agreement.

10.02 Call to Work

- (a) The minimum call for all work shall be four (4) continuous hours and when an Employee is called to work he shall be paid not less than four (4) continuous hours at the prevailing rate.
- (b) A recall to work after a break of two (2) hours or more will constitute a new four (4) hour call.
- (c) If an Employee, at the call of the Employer, completes a period of duty in any day and he is recalled to duty by the Employer on the same working day after a break of two and one-half (2 1/2) hours or greater has elapsed since the completion of that period of duty, and as a result of such recall he works a further period of time, he shall be paid one (1) hour travel time at a rate applicable at the beginning of the return to work call.
- (d) If an Employee is released prior to the completion of a minimum call, as defined in sub-section 10.02 (a) above, and is recalled for a further period of work, such Employee will receive one (1) hour travel time at the rate applicable at the beginning of the return to work call, subject to the following:
 - (i) this provision shall only apply after a break of two and one-half (2 1/2) hours or greater has elapsed following completion of that period duty, and
 - (ii) in such a case the travel time shall be reduced, up to a maximum of one (1) hour, by the amount of time that remained from the minimum call from which the Employee was released and/or the call to which the Employee returned.
- (e) In all cases the travel time will not be included in the total hours worked in the day.
- (f) Employees who accept a call are obligated to work the full call including extended hours, unless otherwise agreed by the Employer or for health and safety reasons.
- (g) Management may also institute two (2) five (5) hour calls for R.G.T. productions, where required, to comply with the Canadian Actors Equity Association timetable.

10.03 Definition of Week

For the purposes of computing pay for straight time and overtime the workweek shall be 0000 hours on Monday to 2400 hours on Sunday. The end of each day shall be 2400 hours except where an Employee works a continuous period of time which starts before 2400 hours and ends after 2400 hours in which case the end of the workday for that Employee shall be the end of the continuous period of work.

10.04 Definition of Shifts

All shifts shall begin and end (and shall be measured for payroll purposes) from the time an Employee arrives or leaves the designated work area.

10.05 Minimum Rest Period Between Shifts

There shall be an eight and one half (8.5) hour minimum rest period between the end of one workday and the beginning of another. If an Employee is required to infringe on this rest period the Employee will be paid at a

rate of one and one half (1 1/2) the prevailing rate until the eight and one half (8.5) hour rest period would have ended at which time the Employee's pay would return to the applicable rate. For the purposes of computing the Employee's overtime for that day the workday would begin at the time of the start of the call on that day.

10.06 Calculation of Time Worked

- (a) Time shall be calculated by one-half hour intervals so that an Employee shall be paid for a full one-half (1/2) hour period if he works any portion of that one-half (1/2) hour period.
- (b) Unworked portions of a minimum call shall be paid at the prevailing rate.

10.07 Straight Time Pay

Straight time shall be calculated on the basis of eight (8) hours per day and forty (40) hours per week, subject to other provisions contained in this Agreement.

10.08 Meal Breaks

- (a) Either of the following shall be defined as constituting a "meal break"
 - (i) One continuous, unpaid hour, within which the Employee can eat his meal;
 - (ii) One continuous, paid half (1/2) hour, within which the Employee can eat his meal. The rate of pay shall be that which is prevailing during the half (1/2) hour period.
- (b) The maximum length of time allowed between meal breaks shall be four (4) hours, except that the time may be extended to a maximum of five (5) hours, provided such extension occurs only once during a day, when circumstances require the extension of such meal break. This time may also be extended to five (5) hours for Gateway productions to comply with the Equity timetable.
- (c) If an Employee is required to remain on duty after the maximum time, as defined in (b) above, such Employee shall be paid at one and a half (1 1/2) times the rate applicable at the beginning of the next hour until relieved.
- (d) The Employer shall not call an unpaid meal break less than two (2) hours from the beginning of the shift or less than four (4) hours from the end of the previous unpaid meal break.
- (e) In the event that a meal break falls due during a performance and the time of call has been set no earlier than thirty (30) minutes prior to the commencement of the performance, then the meal break will be postponed without premium to the completion of that performance.
- (f) No unpaid meal break shall be allowed during a shift of five (5) hours or less.
- (g) When an Employee is required to return from a meal break less than thirty (30) minutes prior to the scheduled commencement time of a performance he shall be paid an additional one-half hour at the straight time rate.
- (h) 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.
- (i) Meal breaks and rest periods for Employees working on the same crews and meal breaks and rest periods for different crews may be staggered if it is appropriate to the activity which the Employee(s) is engaged in or at the request of the Employer.
- (j) When multiple days of 10 or more hours of work are scheduled, at least one of the meal breaks in the day must be a full hour, unpaid break. This requirement may be waived on a non-precedent

setting, case-by-case basis upon mutual agreement between the crew on duty (as represented by the department heads) and the Employer.

10.09 Rest Breaks

A fifteen (15) minute rest period shall occur roughly mid-way through each four (4) hour work period. The break shall occur at a time which is appropriate to the activity the Employee is engaged in and may be deferred or cancelled at the discretion of the Employer and the Employer agrees to utilize such discretion on a reasonable basis. When this break is cancelled, then fifteen (15) minutes will be added to the time worked on the call and paid at prevailing rate in effect at the end of the call.

10.10 Wash up Time

Necessary pick up and wash up time will be allowed prior to quitting time and meal breaks.

ARTICLE 11 - OVERTIME

11.01 Overtime Approval and Requirements

Work will not extend into overtime without approval of the Employer; however, overtime shall be worked when required by the Employer.

11.02 Overtime Rates

- (a) Overtime which is paid at the rate of one and one half (1 1/2) times the straight time rate shall be:
 - (i) Time worked in excess of eight (8) hours per working day
 - (ii) Time worked in excess of forty (40) straight time hours worked in a workweek.
 - (iii) All time worked between midnight and 8:00 a.m. with the exception of Scenic Artists, Scenic Painters, or their Assistants.
 - (iv) All time worked after 8:00 p.m. on Christmas Eve.
 - (v) The first ten (10) hours worked on a Sunday.
 - (vi) The first 12 hours worked on a Provincial statutory holiday in the case of employees who qualify for statutory Holiday pay under the BC Employment Standards Act.
- (b) Overtime, which is paid at the rate of two (2) times the straight time rate, shall be:
 - (i) Time worked in excess of ten (10) hours in a working day;
 - (ii) Time worked in excess of eight (8) hours on the sixth consecutive day worked in a workweek.
 - (iii) All time worked on the seventh consecutive day worked in a workweek.
 - (iv) All hours worked in excess of ten (10) hours on a Sunday.
 - (v) All hours worked in excess of 12 hours on a Provincial statutory holiday in the case of Employees who qualify for Statutory Holiday pay under the BC Employment Standards Act.

11.03 Compounded Benefits

Under no condition shall any compounded benefits under this Agreement exceed three (3) times the straight time rate.

ARTICLE 12 - WAGES - REMUNERATION

12.01 Rates of Pay

The rates of remuneration set out in Schedule "A" to this Agreement shall apply during the term of this Agreement.

12.02 Work in Higher Classification

Where an Employee is required or requested to be available to perform work in, or in fact performs work in a classification for which a higher remuneration is provided (other than an assignment to provide temporary assistance), then the Employee shall be paid the higher rate of remuneration for the entire call.

12.03 Payment of Wages

- (a) Each week, the Employer will pay to Employees all wages and salaries due to them up to the previous Sunday midnight. The pay stub will include an itemized statement indicating hours worked at straight time and overtime rates, rates of pay, and individual deductions. All payments will be made by direct deposit to be deposited into the employee's bank account by the start of banking on Friday. Employees must provide their banking information to the finance department one week in advance to be paid. Banking information received with time sheets will delay payment by one week.
- (b) If a statutory holiday should fall on a Friday, payment will be made one day earlier than as laid out in 12.03(a).

12.04 Statutory Deductions

The Employer will make the required Income Tax, Canada Pension Plan, and Employment Insurance deductions and contributions, as required under the Provincial and Federal Statutes.

12.05 Breach of Agreement

Non-payment of wages when due or non-payment of monies due to the Employees and/or the Union shall constitute a breach of this Agreement.

12.06 Existing Terms and Conditions

The Employer agrees to continue existing terms and conditions of employment with respect to the following:

(a) Parking

Subject to availability and within the control of the Gateway Theatre, Employees will be provided free parking in accordance with past practice.

(b) Coffee

Employees will continue to be provided coffee during rest breaks at no charge.

(c) Complimentary Tickets

Employees shall be provided complimentary tickets, where available, in accordance with existing policy of the Gateway Theatre.

(d) **Lunchroom Facilities**

The Employer agrees to continue to provide existing lunchroom facilities for Employees.

The Employer agrees not to change or modify any existing terms and conditions of employment not specifically referred to in this section without prior consultation with the Union.

ARTICLE 13 - VACATION AND HOLIDAY PAY

13.01 Vacation Pay Rate

Vacation pay shall be based on seven (7) percent of an Employee's gross wages.

13.02 Holiday Pay Rate

The Employer shall pay to each Employee six point six seven percent (6.67%) of their gross wages in lieu of Statutory Holiday entitlement.

13.03 Payment of Vacation and Holiday Pay

Vacation and Holiday pay will be paid by the Employer each week and will not be allowed to accumulate. The applicable amount will be added to each Employee's weekly cheque.

ARTICLE 14 - HEALTH AND WELFARE TRUST FUND

14.01 Contributions

- (a) The Employer shall pay into the I.A.T.S.E. Local 118 Health and Welfare Fund 5% of each individual Employee's regular straight time hourly rate (including the Vacation and Holiday rate, as referred to in Article 13) for every hour worked by such Employee.
- (b) In addition to the above the Employer shall contribute and remit to the I.A.T.S.E. Local 118 Health and Welfare Trust Fund, five (5) percent of each Member's total wages paid as a contribution to each Member's R.R.S.P. account. These amounts will be submitted on an individual basis on the appropriate form supplied by the Health and Welfare Trust Fund, and upon submission, the Employer's responsibility ceases.
- (c) The Employer will deduct 5% of gross wages from each I.A.T.S.E. Local 118 member employed under this Agreement as the Employee's contribution to an individual R.R.S.P. These amounts will be submitted on an individual basis on the appropriate form supplied by the Health and Welfare Trust Fund, and upon submission of the Employer's responsibility ceases.

ARTICLE 15 - TOOLS AND DRESS

15.01 Tool Kits

- (a) Each Employee shall be required to provide a basic hand tool kit consisting of:
 - 1. Carpenters

Claw hammer, tape measure, multi-bit screwdriver (or equivalent screwdrivers), pliers with side cutters, crescent wrench with safety strap, work gloves, chalk, pen or pencil, small notebook, pocket knife, pocket flashlight.
 - 2. Electricians

Multi-bit screwdriver (or equivalent screwdrivers), pliers with side cutters, crescent wrench with safety strap, work gloves, chalk, pen or pencil, small notebook, pocket knife, pocket flashlight.

3. Properties

Tape measure, multi-bit screwdriver (or equivalent screwdrivers), pliers with side cutters, pen or pencil, small notebook, pocketknife, pocket flashlight.

4. Wardrobe

Scissors, tape measure, straight pins, safety pins, needles and thread (basic colors).

- (b) Employees shall not be required to supply any tools other than those listed in 15.01 (a) except by mutual agreement. The Employee may supply at his own discretion, additional tools. However, hiring of Employees will not depend on the Employee's ability to supply tools other than the basic hand tool kit.

15.02 Additional Tools

If an Employee, at the request of the Employer, supplies tools other than the basic hand tool kit specified in section 15.01, the Employer shall insure these tools while on the Employer's premises, provided a list of these tools has been submitted to the Employer.

15.03 Replacement of Tools

The Employee shall ensure that tools or parts of tools (such as blades and bits) supplied by the Employee at the request of the Employer shall be in adequate condition. Any items such as blades and bits that break or wear out will be replaced by the Employer.

15.04 Dress Requirements

- (a) All Employees, when they report for work, shall be dressed accordingly for the activity in which they are to be engaged. All employees on call including all booth employees shall wear black clothing for all calls from the first dress rehearsal to the closing performance. The required black clothing shall be free from visible logos. The dress requirement is subject to approval by the Head Carpenter.
- (b) If an Employee reports for work without the appropriate dress or without the basic tool kit then, in the first case, the Employee shall be warned in writing with a copy to the Union and, in the second case, may be released from the call by the Employer without compensation and with no penalty to the Employer. At the Employer's discretion the Employee may be released, without pay, for the time it takes to acquire the appropriate dress or the basic hand tool kit needed to complete the call.
- (c) If the Employee is called after the call notice stated in Article 7, sub-section 7.01 (f) of this Agreement, then the Employee will endeavour, to the best of his ability, under the circumstances, to provide the correct dress and basic hand tool kit. The Employee will not be penalized for his inability to provide these items.
- (d) The Employer will provide an annual allowance for permanent and seasonal employees of \$100.00 for the purchase of appropriate clothing to be worn during dress rehearsal and performance and to upgrade personal tools used in carrying out assigned duties. The yearly allowance shall be paid to employees within 30 days of starting a seasonal contract or for permanent employees on the yearly anniversary of their date of hire.

15.05 Employee Vehicles

The Employer may request an Employee use his own vehicle for Company business. Such use shall be compensated at the current rate established by The Gateway Theatre Society. It shall not be a condition of employment to own or use a personal vehicle.

ARTICLE 16 - HEALTH AND SAFETY

16.01 Employer and Union Cooperation

The Union and the Employer shall cooperate in improving rules and practices that will provide protection from injury to all persons.

16.02 Resolution of Safety Issues

Safety issues will be resolved by the Labour Management Committee.

16.03 Wages on Day of Accident

An Employee having to cease work due to a compensable injury shall be paid by the Employer for the full shift for which he was called on the day of the injury.

16.04 Workers' Compensation

The Employer will comply with the Worksafe BC Industrial Health and Safety Regulation. The Employer shall carry such Workers' Compensation Coverage as is required by law.

16.05 Unsafe Conditions

- (a) The Employee will not be required to work under unsafe conditions and, in particular shall not be required to work, handle, or set-up any scenery, properties, effects, drapes, drops or other stage decor, or any electrical stage equipment that is unsafe and shall not be required to work in any unsafe location without adequate safety equipment.
- (b) Any unsafe equipment or conditions will be brought to the Employer's attention for immediate resolution. Any dangerous situations are to be avoided; however, other work shall continue while the situation is resolved.

16.06 Safety Procedures

Safety procedures as determined by the Labour Management Committee and Worksafe BC Regulations will be followed and the Employees will use safety equipment provided by the Employer.

16.07 First Aid Facility

The Employer shall provide a first aid facility in accordance with the Statutes of British Columbia and the Regulations of the Worksafe BC.

16.08 Washroom Facilities

Adequate rest room facilities will be provided and shall be maintained in a clean condition by the Employer.

16.09 Paid Sick Leave

Employees working under this agreement shall be entitled to paid sick leave as outlined in the Employment Standards Act (ESA) of British Columbia. Sick Leave, paid or unpaid, is excluded from "requested leave" as outlined in 7.04(b).

ARTICLE 17 - LABOUR - MANAGEMENT COMMITTEE

17.01 Composition of Committee

The Employer and the Union agree to establish a Labour/Management Committee which will be comprised of two (2) Employer designates and two (2) Union designates. The Committee will be co-chaired by an Employer and a Union representative and shall meet once every two (2) months or at the request of either party.

17.02 Purpose of Meetings

The purpose of the meetings shall be to exchange information, to review and make recommendations of mutual interest, to resolve matters of safety in the work place, to review administration matters arising from this Agreement, to review trends for the purpose of evaluating Employee needs and to maintain effective Union/Management relations. Any discussions of grievances or potential grievances as defined by this Agreement shall be treated strictly on a "without prejudice" basis.

ARTICLE 18 - TECHNOLOGICAL CHANGE

18.01 Changes or New Methods of Operation

In the event that the Employer should wish to introduce changes or new methods of operation which require new, different or greater skills than are possessed by 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 operation.

ARTICLE 19 - TERM OF AGREEMENT

19.01 Term

This Agreement shall be effective from January 1st, 2022, to and including, December 31st, 2024, and shall remain in full force and effect without change each year thereafter unless written notice is served on either party by the other Party, a minimum of ninety (90) days prior to the expiry date of the Agreement, to commence collective bargaining or to terminate the Agreement.

19.02 Notice to Commence Bargaining

Where either Party to this Agreement has given notice to commence Collective Bargaining, the Parties shall within ten (10) days after the notice was given, or such time as may be mutually agreed, commence Collective Bargaining.

19.03 Continuation of Agreement

It is understood and agreed that all provisions of this Agreement shall remain in full force and effect during the Collective Bargaining Process.

19.04 Strike or Lockout Notice

In the event the Union gives notice of strike and such strike has been implemented, or the Employer gives notice of lockout and such lockout has been implemented, the terms and conditions of this Agreement shall terminate and no longer be of any force or effect.

19.05 Limitations

The Parties hereto agree that the operation of Section 66 (2) of the Labour Relations Code of British Columbia is hereby excluded.

19.06 Sale or Lease of Business

Pursuant to the Industrial Relations Act, where the business of the Employer is sold, leased, transferred, merged or otherwise disposed of, the purchaser, lessee, or transferee is bound by all of the terms and conditions of this Agreement.

19.07 Revisions to Agreement

It is agreed that the parties may mutually agree to revise, add, or delete any provision(s) of this Agreement during its term.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by affixing their signatures hereto this 14th day of October 2022.

Signed on behalf of:

RICHMOND GATEWAY THEATRE SOCIETY

I.A.T.S.E. LOCAL 118

Camilla Tibbs, Executive Director

John Allan, President

SCHEDULE A

WAGES – REMUNERATION

The following hourly rates of pay shall apply during the term of this collective agreement.

Effective Dates

Classification	July 1st, 2022	July 1st, 2023	July 1st, 2024
<u>Pay Grade 1</u> Head Scenic Artist	\$32.64	\$33.45	\$34.29
<u>Pay Grade 2</u> Head Scenic Carpenter Venue Technician Studio B Technician Seasonal or Permanent Head	\$30.40	\$31.16	\$31.94
<u>Pay Grade 3</u> Other Head	\$29.46	\$30.19	\$30.95
<u>Pay Grade 4</u> Scenic Artist Scenic Carpenter Other Assistants	\$27.84	\$28.53	\$29.24
<u>Pay Grade 5</u> Other workers	\$26.98	\$27.65	\$28.34

Note: In the event that any classification, within the jurisdiction of the Union, arises during the term of this Agreement for which a rate is not specified in this Schedule, the parties hereto agree to meet and negotiate an appropriate rate for such classification.