

**COLLECTIVE AGREEMENT**

**BETWEEN**

**VANCOUVER OPERA ASSOCIATION**

**&**

**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 118**



**SHOP AGREEMENT**

**JULY 1, 2023 TO JUNE 30, 2026**

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This Agreement, dated for reference this 1<sup>st</sup> day of July, 2023

BETWEEN:

THE VANCOUVER OPERA ASSOCIATION

(hereinafter called the "Employer"), OF THE FIRST PART

AND:

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,  
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE  
UNITED STATES AND CANADA.

LOCAL 118

(hereinafter called the "Union"), OF THE SECOND PART

- A. The Employer is an employer within the meaning of the "Labour Relations Code". Nothing in this collective Agreement shall be construed so as to contravene any Federal or Provincial statute or regulation.
- B. The Union is the bargaining authority for all Employees doing any technical work, and all work traditionally understood as "stagehand" work, for the Employer employed within the jurisdiction of work, as described in Article 5 hereof, including but not limited to the following areas:

Carpentry Department  
Sound Department  
Electrical Department  
Video Department

Property Department  
Wardrobe Department  
Hair, Wigs & Make-up Department  
Projection Department

And any other department(s) which may come to constitute part of the technical production of live events, or content creation for use in live events.

(which employees are hereinafter called the "Employees")

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH** that the parties hereto covenant and agree as follows:

**1. GENERAL PURPOSE**

- 1.1 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 machinery for the prompt and equitable disposition of grievances for all Employees and Employers who are subject to the provisions of this Agreement.
- 1.2 Pursuant to the provisions of Section 53 of the Labour Relations Code, the Employer and the Union agree to the establishment of a consultation committee for the purposes of consulting regularly during the term of the collective agreement about workplace issues. Such meetings will be held at least once every two months and at other times mutually agreed to between the parties.

**2. UNION RECOGNITION**

2.1 The Employer acknowledges and recognizes that the Union is the bargaining agent for all persons defined as Employees herein and employed by the Employer in the work described in Article 5 hereof.

**3. TERM OF AGREEMENT**

3.1 This Agreement shall be effective from July 1<sup>st</sup>, 2022 to June 30, 2026, both dates inclusive.

3.2 After the expiry date of this Agreement and until a new Agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised Agreement in making any matter retroactive in such revised Agreement.

3.3 Notwithstanding the above, it is agreed that the Employees may strike and the Employer may lockout after this Agreement's expiry date. Either party must give written notice of their intent to strike or lockout, according to the provisions of the Labour Relations Code.

3.4 The operation of subsections (2) and (3) of Section 50 of the Labour Relations Code is hereby excluded from and shall not be applicable to this Agreement.

**4. UNION SECURITY**

4.1 The Employer shall hire, to perform work referred to in Article 5, and shall not contract out any such work, only persons who are, at the time of hiring, members in good standing of the Union or who are approved by the Union, and shall hire for each particular job that person supplied by the Union but subject to the following exceptions:

(a) If circumstances arise during the course of the setting up or running of a production which could not be foreseen until that time and which make it necessary for the function of an Employee to be performed by any person employed by the Employer whether such person is a member in good standing of the Union or not, the Employer may employ such person to perform such function so long as those unforeseen circumstances require;

(b) Nothing herein shall restrict a person hired for a particular job from assisting any other Employee working in another Department as described in Article 4.1(a) provided that such assistance is temporary and does not affect the ability of that Employee to properly perform the duties for which the Employee was hired; as determined mutually by the Employer and the Union's designated representative. Any decrease or reduction in the size of a crew required by a lack of work shall be accomplished by the dismissal of that person or those persons designated by the Union provided that the Employer shall have the same right to request specific Employees and the Union shall have the same obligation to provide full disclosure as described in Article 8.

## 5. JURISDICTION OF WORK

- 5.1 The exclusive jurisdiction of the Employees covered by this Agreement shall include all work of a kind and nature usually performed by stage hands such as building, procuring, wiring, preparing, handling, erecting, dismantling, transporting, preparing, maintaining and operating sets, scenery, properties, sound equipment, video equipment, lights and lighting equipment, and stage equipment and machinery of all kinds and description, as well as the construction, shopping, tailoring, sewing, stitching, cutting, unpacking, packing, cleaning, pressing, dressing, and maintaining of theatrical costumes, wigs, and make-up as required, and all activities incidental thereto, in connection with any and all entertainments, rehearsals, performances and displays.
- 5.2 There shall be a limited exemption from 5.1 for simple work in the Rehearsal Hall by the Employer's full-time staff.
- a) The exemption shall apply only to full-time staff of the Employer, and not to any interns, casual or part-time employees, third-party vendors or their workers, students, or any other persons.
  - b) The exemption shall only apply to "simple work", such as adjusting bulbs on track lighting, turning lights on or off via wall switches or a pre-set panel or by pre-programmed sub-masters on the lighting console, turning on and adjusting simple webcams or microphones for a tele-conference or a conference via web service, playing back music or video from pre-set devices, or moving basic rehearsal set pieces.
  - c) It is expected that any work with costumes or props, whether rehearsal or finished, shall be overseen by a Regular Full Time or Seasonal Full Time Wardrobe or Props Employee.
  - d) The exemption shall not apply to working with any "professional grade" equipment, such as lighting consoles, audio consoles, video consoles, theatrical grade lighting fixtures (e.g. Source 4, Lustr, or other lights made by ETC or other entertainment lighting manufacturer), wireless mics, or other such gear, whether the property of the Employer or brought in from a third-party vendor.
  - e) Video recording for archival purposes, from one camera fixed on a tripod, shall be considered simple work, however anything more complex, such as the use of multiple cameras, or adjusting focus on any camera, shall be considered covered work, and not exempt.

- f) Should there be a question about whether an activity constitutes “simple work”, or a piece of gear is “professional grade” the Employer shall meet with the Union to discuss and determine, prior to usage.

## 6. CONTRACT FOR SERVICE

### 6.1 Regular Full-Time Employees

- a) A Regular Full-Time (RFT) Employee shall be employed for no less than 48 weeks of the year, with a weekly minimum of 40 hours per week.

### 6.2 Seasonal Full-Time Employees

- a) A Seasonal Full-Time (SFT) Employee shall be employed for the full Season, as described herein, with a weekly minimum of 40 hours per week.
- b) At a minimum, the Head Wardrobe and Head Props shall be employed on at least a Seasonal Full-Time term.
- c) A Season is a set period of time within a Performance Year, where productions, and work on productions will take place:
  - i. A Performance Year is defined as the period from July 1<sup>st</sup> of one calendar year to June 30<sup>th</sup> of the following calendar year.
  - ii. Within a Performance Year the Employer will define in advance a Season, being not less than twenty (20) weeks of work. The Season is the portion of the Performance Year for which the Employer will guarantee a weekly minimum of hours for Seasonal employees.
  - iii. The Employer will inform the SFT Employees and the Union, in writing, of the exact start date and specific weeks of each year’s Season no later than three (3) months prior to the start of the first working week.
    - 1. The season must specify in advance at least eighteen (18) of the season’s work weeks.
    - 2. Any weeks of work whose dates are not specified in the initial offer must be specified no later than three (3) months before the Employer wishes the Employee to work.
      - a. If the Employer provides less than three (3) months’ notice for the start of the remaining work weeks, the Employee’s availability shall be by mutual agreement, and the Employee shall not be penalized if they have made prior commitments elsewhere.
  - iv. The SFT Employee shall advise the Employer, in writing, whether they wish to work the season no less than two (2) months prior to the start of the first working week.

- v. Upon receiving a negative response, or upon receiving no answer by the date determined in (iv). The Employer may seek out another person to fill the SFT position, as outlined in 6.4

### 6.3 Production Full Time Employees

- a) A Production Full-Time (PFT) Employee shall be employed for a specific production, but in no event less than 6 (six) consecutive weeks, with a weekly minimum of 40 hours per week.
  - i. The Employer will inform the PFT Employees and the Union, in writing, of the exact start date and specific weeks of each production's engagement no later than six (6) weeks prior to the start of the first working week.
  - ii. The PFT Employee shall advise the Employer, in writing, whether they wish to work the production no less than four (4) weeks prior to the start of the first working week.
  - iii. Upon receiving a negative response, or upon receiving no answer by the date determined in (iv). The Employer may seek out another person to fill the PFT position, as outlined in 6.4

### 6.4 Casual Employees

- a) All casual positions (i.e. those without a specified commitment of a term of service, as specified above) shall be called as per the VOA Stage agreement, and shall be paid the corresponding rate as specified in the VOA Stage agreement. For a position not listed in the VOA Stage Agreement, the Employee shall be paid the rate of the corresponding tier (e.g. a Milliner would be paid equivalent to a Department Head from the VOA Stage Agreement)

### 6.5 Hiring of Full-Time Employees

- b) All Full-Time positions (RFT, SFT, and PFT) shall be considered recurring positions, and the incumbent in the position shall have first right of refusal for work in the next year, season, or production, unless the Employee is terminated for cause.
- c) All open positions shall be posted publicly, with a fair and equitable hiring process. The Employer may hire any qualified member of the Union. If no qualified member of the Union is willing or able to take the position, the Employer may request to hire a person from outside the Union. Such permission shall not be unreasonably withheld, however the Union may undertake its own verification of a lack of able or willing members first.

### 6.6 First Right of Refusal on Additional Work

- a) RFT, SFT, and PFT Employees shall have first right of refusal on any additional work in the Shop for which they are qualified.

- i. Calling order for additional work shall be first any RFT or SFT employees, in seniority order, and then any PFT Employees, in seniority order.

## 6.7 Membership as Condition of Employment

- a) For all RFT, SFT and PFT Employees, membership in the Union shall be a condition of employment. If a person who is not a member of the Union is hired under 6.4 (b) that person shall be expected to take membership as soon as is practical. Failure to begin the membership application process, including payment of required dues, within four (4) weeks of taking the position shall render that person ineligible for further work.

## 7. REMUNERATION

7.1 Rates for VOA Shop Employees shall be set as equal to: the corresponding VOA Stage rate, minus \$2.00, starting with the VOA Stage agreement for contract year 2023-2024, except for Casual Employees, who will be paid equal to the VOA Stage rate, as per Article 6.4

7.4 Where, on any call, an Employee is required or requested to be available to perform work in, or in fact performs work in, a work classification for which a higher remuneration is provided for hereunder (other than an assignment to provide temporary assistance), then the Employee shall be paid that higher rate of remuneration for the entire call. Decisions made with respect to the preceding statement shall be in consultation with the Union and the representative of the Employer.

## 8. TIME OF CALL

8.1 For all Full-Time Employees (RFT, SFT, and PFT), those Employees shall make themselves available for work for the Employer in the weeks to which they have committed at the beginning of the year, season, or production, as the case may be. For any additional work, it shall be at the Employee's discretion as to whether they take such work. The Employer shall set a weekly schedule no less than 48 hours prior to the beginning of the work week.

- a) If the schedule is set or changed less than 48 hours before the beginning of the work week then the full-time employee is not obliged to attend the revised call. In such a case the Employer and the Full-Time Employee shall work together to arrange a new work schedule that best matches the changed production needs with any commitments the Full-Time Employee has made in the interim. This may include joining the call after its start or leaving prior to its scheduled conclusion.
- b) For any additional calls beyond those scheduled, before they are offered to Casual workers, the Regular Full-Time and Seasonal Full-Time Employees shall have first right of refusal to any calls throughout the year for which they have the necessary skill. Production Full-Time Employees shall have next right of refusal to any calls



that are within their period of engagement, or within two (2) weeks before or after their period of engagement.

8.2 For casual employees, a call shall be made in the following manner:

- a. As soon as possible, but not less than seventy-two (72) hours prior to the call, the Employer shall advise the Union of:
  - i. The time of call;
  - ii. The number of persons required specifying the category of work for each person;
  - iii. If the Employer wishes persons with a specific skill, a list of members of the Union that it believes to be qualified;
- b. The Union shall report to the Employer as soon as reasonably possible on whether members of the Union in good standing are available (in which case the Employer may again specify a list with alternates).
- c. Should a call remain unfilled forty-eight hours prior to the call, the Employer may fill the call themselves with persons of their choosing, who will work under this collective agreement. If such persons are not already registered with the Union, they shall do so immediately upon taking the call.

## **9. CANCELLATION OF CALL**

9.1 The Employer shall cancel a call by notifying the Union of cancellation prior to twenty-four (24) hours before the time of call. For crew currently on a call, the notice shall be sixteen (16) hours, or before the end of that call, whichever is longer. In the event such notice is not given to the Union prior to that time, then the Employer shall pay to the Employees designated by the Union to fill the call an amount equal to that remuneration which the Employees would have earned through four (4) hours of work at normal time in their respective work categories. If the time of a call is extended without prior notice of twenty-four (24) hours before the original time of call and if the call is subsequently cancelled, then this Article 9 shall be applied with reference to the original time of call.

## **10. HOURS OF WORK**

10.1 The normal work week shall consist of forty (40) hours, based on an eight hour day and 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 or day of week, but shall be as prescribed by the Employer on reasonable notice subject to the overtime provisions herein.

10.2 For the purpose of computing pay for normal time and overtime:

- a) The end of each day is midnight and the end of each week is Saturday midnight, except where an Employee works a continuous period of time which starts before midnight and ends after midnight in which case the end of the day shall be the end of that continuous period of work.
- b) A break in a work period of less than eight and one half (8.5) hours duration shall not constitute the ending of a work day.
- c) Time shall be calculated by the half-hour so that an Employee shall be paid for a full half-hour period if any portion of a half-hour period is worked.
- d) If an Employee, at the call of the Employer, completes a period of duty in any day and is recalled to duty by the Employer on the same day after a break of two (2) hours or greater 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 daily rate.

If an Employee is released prior to the completion of a minimum call (as defined in Article 15) and is recalled for a further period of duty after a break of two (2) hours or greater has elapsed, that Employee is eligible for one (1) hour travel time at the applicable daily rate less that amount of time that remained in the call from which the Employee was released and/or the call to which the Employee returns.

## **11. OVERTIME**

11.1 All overtime referred to in this Article 11.1 shall be paid for at time and one-half (1.5 times) the straight time rate of pay. Overtime under this Article 11.1 consists of each of the following separate categories of work and arises when work falls within any of the following categories which are mutually exclusive:

- a) Time worked in excess of eight (8) hours in any day;
- b) Time worked in excess of forty (40) hours straight time in any week;
- c) Time worked during a Public Holiday or day in lieu shall be considered as "straight time" for the purposes of calculating 11.1(b) above.

11.2 All overtime referred to in this Article 11.2 shall be paid for at double (2 times) the straight time rate of pay. Overtime under this Article 11.2 consists of each of the following separate categories of work and arises when work falls within any of the following categories which are mutually exclusive:

- a) All time worked between midnight and 8:00 a.m. regardless of time of call;
- b) All time worked in excess of eleven (11) hours in any one day or shift;

- c) All time worked on the Dark Day, which shall be Sunday, except as provided for in 11.3;
- d) Where a call requires work to commence between midnight and before 6:00 a.m., all time worked that day.

11.3 One day per week shall be a designated Dark Day, where any work shall be at the overtime rate as specified in 11.2(c). The Dark Day shall be Sunday, except that when a production is in the venue, the Dark Day may be changed to match the Dark Day of the Stage Crew for the duration of the production. On a department-by-department basis, the Dark Day may be changed on or after the first load in day for that department to the venue, and remain changed until the load out of that production from the venue is complete.

## 12. HOLIDAYS

12.1 All Full-Time Employees (RFT, SFT, and PFT) shall receive 8 hours of pay at their regular, straight time rate, for any holiday that falls within their term of service. They shall also receive 8 hours of pay at their regular, straight time rate for any holiday that falls within one week prior to, or one week after, their term of service.

12.2 All time actually worked on a Public Holiday for any employee, Full-Time or Casual, shall be paid for at double (2 times) the straight time rate of pay.

- a) When a Public Holiday falls on a **Dark Day** the next day shall be paid as if it were a **Dark Day**, per Article 11.2(c).
- b) The following shall be Public Holidays for the purposes of this Agreement:
  - i. New Year's Day
  - ii. Family Day
  - iii. Good Friday
  - iv. Easter Sunday
  - v. Victoria Day
  - vi. Canada Day
  - vii. B.C. Day
  - viii. Labour Day
  - ix. National Truth & Reconciliation Day
  - x. Thanksgiving Day
  - xi. Remembrance Day
  - xii. Christmas Day
  - xiii. Boxing Day
  - xiv. Any other day proclaimed by Federal or Provincial authority as a public holiday in the area in which the place of employment is located. If a new Public Holiday is proclaimed by Federal or Provincial authority, there will be a one-year grace period from the first

celebration of the new Holiday before the new Holiday is added to this Article, to allow the Employer to amend their scheduling and/or budgeting accordingly.

### **13. VACATION AND LEAVE**

- 13.1 Regular Full Time Employees shall receive four (4) weeks of paid vacation.
- 13.2 Seasonal Full-Time Employees shall receive two (2) weeks of vacation, plus an additional number of weeks equivalent to the number of weeks worked over twenty (20) in a year, divided by ten (10). (e.g.: if an SFT Employee works 30 weeks, they receive 3 weeks of vacation:  $2 + [(30-20)/10] = 3$ ). Employees may elect to receive their vacation as a pay-out at the end of the season, as set in the initial offer for the season.
- 13.2 For Production Full-Time and Casual Employees the Employer shall pay to each Employee, in addition to the remuneration required under this Agreement, vacation pay equal to eight percent (8%) of their straight time rate for that classification for all hours worked. Such additional payment shall be considered wages for the purposes of Article 17 "Payment of Wages".
- 13.3 All Full-Time Employees shall be entitled to up to five (5) days paid sick leave, as provided for under BC Labour Law. Should the Provincial Authority increase the number of paid sick days required, the number of days in this clause shall be considered increased to match the new amount.
- 13.4 RFT and SFT Employees may take leave for specific reasons, as provided for in the BC Employment Standards Act. In addition, RFT Employees may take 6 days of unpaid leave per year, and SFT may take 3 days unpaid leave, plus 1 day of unpaid leave per two months' work over 4 months in a year, per year. RFT and SFT Employee's shall avoid taking leave during production periods in the theatre, defined as from load in day to Opening Night, and/or any performance day, except in an emergency.

### **14. MEAL BREAKS**

- 14.1 Either of the following shall be defined as constituting a "meal break":
- a) one (1) unbroken, unpaid hour, within which the Employee can eat their meal;
  - b) one (1) unbroken, paid half-hour, within which an Employee can eat their meal. The rate of pay shall be that which is applicable to the beginning of the half-hour meal period.
- 14.2 No unpaid meal break shall be allowed during a call of five (5) hours or less.
- 14.3 The Employer shall not call an unpaid meal break for the crews:

- a) Less than two (2) hours from the beginning of a call, or
- b) Less than four (4) hours from the previous unpaid meal break

**15. MEAL PREMIUM**

- 15.1 Employees shall be allowed one meal break immediately following every four (4) hour period of duty; provided, however, that if any Employee is required to remain on duty after such four (4) hour period, the Employee shall be paid an extra amount equal to the straight time rate, in addition to the rate applicable to each additional half hour, until relieved for a meal break.
- 15.2 If one shift of the workday can be completed in five (5) continuous hours or less from the commencement of the call or from the end of the previous meal break, then Article 14.1 shall not apply to that shift. If the shift extends beyond five (5) hours, the Employees shall be paid an extra amount equal to the straight time rate, in addition to the rate applicable to each additional half hour, until relieved for a meal break.

**16. MINIMUM CALL**

- 16.1 When an Employee is called to work, the Employee shall be paid not less than four (4) continuous hours at the applicable rate of pay.
- 16.2 When an Employee is called to work for a period which does not exceed four (4) hours and the period commences after midnight and before 6:00 a.m. then the entire minimum call period shall be overtime.
- 16.3 When an Employee is required to return to work after an unpaid meal break, the Employee shall be paid not less than two (2) continuous hours at the applicable rate of pay.
- 16.4 When an Employee is required to return to work after a break of greater than one (1) hour, it shall be considered as an additional minimum call as provided in Article 15.1.

**17. SAFETY**

- 17.1 The Employees will not be required to work under unsafe conditions and shall not be required to work in any unsafe location without adequate safety equipment.
- 17.2 Safety procedures will be followed and safety equipment provided by the Employer will be used by the Employees.

**18. PAYMENT OF WAGES**

- 18.1 Non-payment of wages when due and non-payment of monies due to the Employees and the Union shall constitute a breach of this Agreement, and the Union shall not be held liable for work stoppage. All wages are due and payable within eight (8) calendar days after the

work having been performed or eight (8) calendar days after the end of a work week as defined in Article 10.2(a) above or on demand as specified by the Union. It shall be a condition of work under this Contract that the Employer will make the required Income Tax, Canada Pension Plan, Employment Insurance and Workers' Compensation deductions as required under the Provincial and Federal Statutes. The Employer shall be required as a further condition to submit to the Union's designated Trust Fund those payments as listed in Article 18 - "Health and Welfare Plan" upon the written assignment of the Union that such Trust Fund exists. Union dues, check-offs, and other monies owed to the Union shall be paid to the Financial Secretary of the Union by the 15th day of each month for the previous month.

- 18.2 Upon receipt of a statutory form of assignment duly completed, the Employer shall deduct from the wages of each Employee such Union dues assessment as may be prescribed by the Union and authorized by such assignment from time to time and shall remit at least once a month the amount deducted to the Union in the name of the Employee. The Employer also will make such other deductions and payments prescribed by law, including the Income Tax Act, Canada Pension Plan Act, Employment Insurance Act and the Workers' Compensation Act. The Employer shall deliver to the Union at least once a month a written statement containing the names of the Employees for whom the deductions were made and the amount of each deduction made under this Article in respect of the preceding month.

## **19. HEALTH & WELFARE AND RRSP PLANS**

- 19.1 Health & Welfare Plan - The Employer will pay into the Local 118 Savings Trust 8.0% of the Employee's wages, including Vacation Pay, towards Health & Welfare benefits administered by the Trust.
- 19.2 Retirement Savings Plan - The employer will deduct for every Local 118 member 6% of wages and remit same to the I.A.T.S.E. Local 118 Savings Trust. These amounts will be submitted on an individual basis on the appropriate form supplied by the Health and Welfare Plan, and upon submission the Employer's responsibility ceases. These amounts will be deposited to the credit of the individual Employees' account.
- 19.3 Retirement Savings Plan - The Employer will contribute and remit to the I.A.T.S.E. Local 118 Savings Trust 6% of wages for every Local 118 member. These amounts will be submitted on an individual basis on the appropriate form supplied by the Health and Welfare Plan, and upon submission the Employer's responsibility ceases. These amounts will be deposited to the credit of the individual Employees' account.
- 19.4 The Union agrees to supply the Employer with an up to date list of all card holders of Local 118 upon signing of this agreement and to update the list to reflect changes in the Union's membership.

## **20. REMOVAL OF EMPLOYEE**

20.1 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 recompense 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 shall not be limited to:

- a) Breach of any reasonable regulations 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 including, but not limited to, the Stage Manager, Technical Director, Director of Production, or Designer;
- c) The fact that the Union is unable to demonstrate that a person is experienced or trained for the particular duties assigned to perform or is performing, and
- d) Unsatisfactory performance of duties.

20.2 Any Employee dismissed pursuant to this Article shall not be an available member in good standing of the Union for the purposes of Article 4 of this Agreement. It is understood that this Article may be waived by mutual agreement between the Employer and the Union.

20.3 Any Employee dismissed wrongfully pursuant to Article 20 will be eligible for payment of all lost wages except for those hours worked for other Employers, or for time the Employee was not available for work to the local while under investigation.

## **21. GRIEVANCE PROCEDURE**

21.1 All differences between the Union, and any Employee bound by this Agreement, and the Employer concerning its interpretation, application, operation or any alleged violation thereof including any question as to whether any matter is covered by this Article 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 Steward and the Director of Production or other person authorized by the Employer;

- b) If no settlement is reached, the Steward and the Director of Production, or other such person authorized by the Employer, shall report to the Union and the senior employed management official of the Employer respectively and they shall meet as soon as possible and if no settlement is reached between them within five (5) days, they shall refer the difference to a single arbitrator to be selected by them whose decision shall be final and binding on all persons bound by this Agreement. If the Union Representative and senior employed management official of the Employer cannot agree on a single arbitrator within five (5) days, either party may request the Minister of Labour to appoint such a single arbitrator. The costs of and incidental to the settlement of any difference shall be borne equally by the Union and the Employer.

## **22. LOCKOUT AND STRIKES**

- 22.1 During the term of this Agreement, the Employer shall not lock out any Employee and no Employee shall strike and the Union shall not declare or authorize a strike of Employees.
- 22.2 It is understood and agreed that refusal to cross a legal picket line shall not constitute a breach of this Agreement.

## **23. MANAGEMENT RIGHTS**

- 23.1 All matters relating to conditions and the work of Employees not inconsistent with or specifically dealt with by this Agreement or not otherwise regulated by law are understood to be within the prerogatives and rights of management, provided, however, that the Employer will not alter significantly the conditions or the work of Employees without prior notice to and bona fide consultation with the Union through the Union's Executive Board.

## **24. EXISTING TERMS AND CONDITIONS**

- 24.1 All explicit or implicit terms and conditions of work and understanding between the Union and Employer which are not contrary to this Agreement shall continue in full force and effect.

## **25. UNION RIGHT OF ENTRY**

- 25.1 An authorized representative or representatives of the Union shall be permitted by the Employer, upon prior notification, to enter and inspect, free of any interference, Employee work areas when such entrance or inspection is required, in the Union's opinion, in connection with any investigations or matters pertaining in any way to this Agreement, but such representatives shall not interrupt or interfere with any work in progress.



25.2 The Steward designated to represent the Employees shall be permitted to perform Union business provided such business pertains to work related to the Employer, without loss of pay. The Steward shall advise the Employer's representative prior to leaving their duties.

## **26. COST OF LIVING ADJUSTMENTS**

26.1 The Employer agrees that, at the end of any given contract year, should the average Consumer Price Index for Vancouver, as published by Statistics Canada, indicate an increase in CPI higher than the percentage increase in remuneration for that contract year, the Schedule "A" wage scale will be increased, prior to the calculation of the increase for the following contract year, and Schedule A will be adjusted accordingly. This Cost of Living Adjustment (COLA) will be calculated by taking the difference of the published CPI increase and the percentage increase in remuneration, to the nearest 1/10%.

## **27. SPECIAL CONDITIONS**

27.1 The second person called in any department shall be called as an assistant. For any Special Operator positions within a department, where that Special Operator position pays more than grip rate, the Special Operators may be called as additional crew before an Assistant is called, if no Assistant is required for them to carry out their duties.

27.2 Minimum Crews – when work is undertaken there shall be a minimum crew of one (1) Head of department for every department in which work is undertaken.

27.3 (a) A minimum of four (4) Car/Truckloaders (in addition to the minimums of Article 26.2) will be hired where one semi-trailer or more is to be unloaded or loaded. Two straight trucks of 20 foot box length or greater will be considered the equivalent of one semi-trailer.

(b) Where only one semi-trailer or equivalent is unloaded or loaded, Car/Truckloaders will, if requested, assist with shop work before or after unloading is completed.

27.4 Wardrobe and Costume Construction - All Wardrobe/Costume Construction personnel will be prepared to supply their own basic hand-sewing supplies. Hiring of Wardrobe personnel will not depend on the person's ability to supply equipment such as irons, ironing boards or sewing machines.

27.5 Travel Expenses

A) The starting point and end point of a call shall be the Opera Production Facility. Should an Employee be required to work in another location, transportation shall be provided, or reasonable travel expenses shall be covered, either through mileage (as set out below) if the Employee is using a private vehicle, or reimbursement of ground transportation expenses.

- B) Should Employees be required to travel outside the Lower Mainland, the following conditions shall apply:
- (a) Accommodation expenses shall be paid by the Employer. Accommodation shall be the same as that provided to others, e.g. Musicians or Performers. Each Employee shall be provided their own, single-occupancy room.
  - (b) Should an Employee be requested and is agreeable to use a personal vehicle for the Employer's business, the Employee shall be compensated at the mileage rate as set annually by the CRA, currently \$0.61 per travelled kilometre for the first 5,000 km. Personal vehicle use shall be in accordance with current insurance requirements. It shall not be a condition of employment that an Employee provides a vehicle.
  - (c) Meal expenses shall be paid by the Employer. Such expenses shall be reimbursed with a per diem for meals and incidental expenses per the Pink Contract rates (currently \$127.00). This amount shall be given in US\$ for US or international travel, Euros for European travel, and pounds for UK travel.
  - (d) Additional legitimate expenses shall be reimbursed upon presentation of a receipt.
- C) Should Employees be required to travel outside the jurisdiction of IATSE Local 118, they will be put on a Pink Contract, and travel expenses shall be covered as per the Pink Contract.

27.6 If requested by the Employer, the Employee agrees to provide their own tools for every call for which such tools are requested. These tools shall include: one (1) multi-tool and one (1) adjustable crescent wrench. Employees on a carpentry call may be requested to provide a hammer as well. If an Employee wishes, they may substitute the multi-tool for one (1) screw driver with Robertson #7 and #8, Phillips #2 and slot bits, and one (1) pair of pliers.

#### 27.7 Hair, Wigs, & Make-Up

All Hair Wigs & Make-up personnel will be prepared to supply their own basic supplies. Basic supplies shall be defined by mutual agreement between the Union and the Employer.

#### 27.8 Special Operators

A special operator will be designated when an employee is required to hold specific licences or possess specific skills to perform their duties which shall be defined by mutual agreement between the Union and the Employer.

## **28. WORKPLACE DISCRIMINATION & HARASSMENT**

28.1 The Employer and the Union agree that any form of discrimination (including sexual harassment) under the prohibited grounds of the BC Human Rights Code shall not be tolerated in the workplace. The prohibited grounds of discrimination under the BC Human Rights Code are: race, color, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age, and criminal or summary conviction for an offence that is unrelated to the employment of that person.

Both the Employer and the Union are committed to providing a work environment in which all workers are treated with respect and dignity. Workplace harassment will not be tolerated from any person in the workplace. Bullying and harassment includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated, but excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment. Examples of conduct or comments that might constitute bullying and harassment include (but is not limited to) verbal aggression or insults, calling someone derogatory names, sexual innuendo or aggression, harmful hazing or initiation practices, vandalizing personal belongings, and/or spreading malicious rumors. Workers must not engage in the bullying and harassment of other workers, and report if bullying and harassment is observed or experienced. This policy statement applies to all workers, including permanent, temporary, casual, and contract workers. It also applies to interpersonal and electronic communications, such as email and/or social media.

If an individual experiences or witness bullying or harassment the individual should report it according to the "Complaint/Reporting Procedure" as outlined in the VOA's Policy Statement, "Prohibition Against Discrimination, Bullying and Harassment" from July 2019 (a copy of which is appended to this document).

If at any time an employee is required to meet with the VOA's representative and/or a member of the Union's Executive Board they are entitled to have a union representative with them in the meeting.

28.2 All complaints regarding this article shall be investigated in as discreet and confidential a manner as possible by the Employer's representative and/or the Union.

28.3 Appropriate disciplinary action shall be governed by the severity of the complaint. It is the intent to utilize, where appropriate, progressive discipline.

28.4 A complaint to the attention of the Employer or the Union regarding this article will in no way prejudice the Employee's future employment.

**29. SCHEDULES**

29.1 It is agreed between the Employer and the Union that all Schedules annexed hereto are an integral part of this Agreement.

**30. SAVINGS CLAUSE**

30.1 If any portion of this Agreement shall by Provincial, Federal or other law, or by decision of any court be declared or held illegal, void or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect.

**31. SIGNATORIES**

IN WITNESS WHEREOF the Parties hereto have affixed their hands through their respective officers on this \_\_\_\_\_ day of \_\_\_\_\_, 2018:

For the Employer

For the Union

\_\_\_\_\_

\_\_\_\_\_

(Signature)

(Signature)

\_\_\_\_\_

\_\_\_\_\_

(Position)

(Position)

## SCHEDULE "A"

For each Contract Year, Stage Rate minus \$2.00:

Illustrative rates below as per 2022-2023 Contract Year:

1.	Assistant Technical Director	Stage Rate - \$2.00 (Currently = \$ 47.39)
2.	Stage Carpenter	Stage Rate - \$2.00 (Currently = \$ 47.39)
3.	Head Scenic Carpenter	Stage Rate - \$2.00 (Currently = \$ 46.03)
4.	Head Scenic Painter	Stage Rate - \$2.00 (Currently = \$ 46.03)
5.	Head Electrician	Stage Rate - \$2.00 (Currently = \$ 44.78)
6.	Head Properties	Stage Rate - \$2.00 (Currently = \$ 44.78)
7.	Head Sound	Stage Rate - \$2.00 (Currently = \$ 44.78)
8.	Head Wardrobe	Stage Rate - \$2.00 (Currently = \$ 44.78)
9.	Cutter	Stage Rate - \$2.00 (Currently = \$ 44.78)
10.	Head Hair & Wigs	Stage Rate - \$2.00 (Currently = \$ 44.78)
11.	Head Make-up	Stage Rate - \$2.00 (Currently = \$ 44.78)
12.	Head Video	Stage Rate - \$2.00 (Currently = \$ 44.78)
13.	Assistant Scenic Carpenter	Stage Rate - \$2.00 (Currently = \$ 44.78)
14.	Assistant Scenic Painter	Stage Rate - \$2.00 (Currently = \$ 44.78)
15.	Projectionist (Video/Film)	Stage Rate - \$2.00 (Currently = \$ 44.78)
16.	Camera Operator	Stage Rate - \$2.00 (Currently = \$ 44.78)
17.	Livestream Operator	Stage Rate - \$2.00 (Currently = \$ 44.78)
18.	Forklift Operator	Stage Rate - \$2.00 (Currently = \$ 44.78)
19.	Cobbler	Stage Rate - \$2.00 (Currently = \$ 44.78)
20.	Milliner	Stage Rate - \$2.00 (Currently = \$ 44.78)
21.	Tailor	Stage Rate - \$2.00 (Currently = \$ 44.78)
22.	Welder	Stage Rate - \$2.00 (Currently = \$ 44.78)
23.	Special Operator	Stage Rate - \$2.00 (Currently = \$ 44.78)
24.	Assistant Carpenter	Stage Rate - \$2.00 (Currently = \$ 41.60)
25.	Scenic Carpenter	Stage Rate - \$2.00 (Currently = \$ 41.60)
26.	Scenic Painter	Stage Rate - \$2.00 (Currently = \$ 41.60)
27.	Assistant Electrician	Stage Rate - \$2.00 (Currently = \$ 41.60)
28.	Assistant Properties	Stage Rate - \$2.00 (Currently = \$ 41.60)
29.	Assistant Sound	Stage Rate - \$2.00 (Currently = \$ 41.60)
30.	Assistant Wardrobe	Stage Rate - \$2.00 (Currently = \$ 41.60)
31.	Dyer & Breakdown	Stage Rate - \$2.00 (Currently = \$ 41.60)
32.	Assistant Make-up	Stage Rate - \$2.00 (Currently = \$ 41.60)
33.	Grips	Stage Rate - \$2.00 (Currently = \$ 38.62)
34.	Stitcher	Stage Rate - \$2.00 (Currently = \$ 38.62)
35.	Hair & Wigs Attendants	Stage Rate - \$2.00 (Currently = \$ 38.62)
36.	Make-up Attendants	Stage Rate - \$2.00 (Currently = \$ 38.62)

Grip rate shall apply to Employees in the following classifications: Carpenter Grip, Fly Operator Grip, Electrical Grip, Sound Grip, Property Grip and Video Grip.