

**Memorandum of Understanding for the Front of House Employees
Collective Agreement**

Between:

The Vancouver East Cultural Centre (“**The Cultch**”)

And

The International Alliance of Theatrical Stage Employees, Moving Picture Technicians,
Artists and Allied Crafts of the United States, its Territories and Canada, Local 118
 (“**IATSE Local 118**”)

The bargaining committees for The Cultch and IATSE Local 118 agree to recommend to their membership and Board, respectively, that they ratify and approve the attached Front of House Employees Collective Agreement for June 1, 2021 to May 31, 2024, which tracks the proposed revisions from the Front of House Employees Collective Agreement for June 1, 2017 to May 31, 2021.

For convenience, the following table shows the rate increases for the various salary groups:

Effective Date	Current	June 1, 2021	June 1, 2022	June 1, 2023
Box Office Supervisor	\$19.18	\$20.14 (5%)	\$22.15 (10%)	\$23.26 (5%)
Front of House Supervisor	\$18.66	\$19.22 (3%)	\$21.14 (10%)	\$21.78 (3%)
Box Office Attendant	\$17.34	\$17.86 (3%)	\$19.65 (10%)	\$20.24 (3%)
Bartender	\$17.34	\$17.86 (3%)	\$19.65 (10%)	\$20.24 (3%)
Bartender Assistant	\$14.66	\$15.10 (3%)	\$16.61 (10%)	\$17.11 (3%)
Maintenance - Groundskeeper	\$17.34	\$17.86 (3%)	\$19.65 (10%)	\$20.24 (3%)

This Memorandum of Understanding may be executed in any number of counterparts and delivered by email, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

Signed this 18th day of October, 2021

On behalf of the IATSE, Local 118
Bargaining Committee:

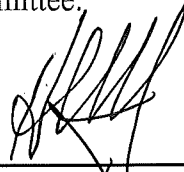


Name: Jordan Both, IATSE 118 Business
Agent
Date: Oct 18 2021



Name: Conor Moote, IATSE 118 Acting
Recording Secretary
Date: Oct 18 2021

On behalf of The Cultch Bargaining
Committee:



Name: HEATHER REDFERN
Date: OCT 19, 2021

Nicole McLuckie

Name: Nicole McLuckie
Date: Oct 19/2021

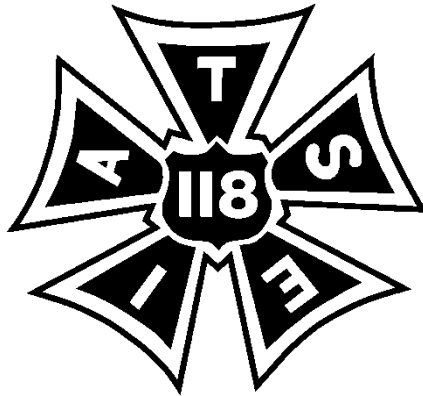
COLLECTIVE AGREEMENT

BETWEEN

THE VANCOUVER EAST CULTURAL CENTRE

AND

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
OF THE UNITED STATES, ITS TERRITORIES AND CANADA
LOCAL 118**



FRONT OF HOUSE EMPLOYEES

Effective June 1, 20~~17~~ to May 31, 20~~14~~

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FRONT OF HOUSE EMPLOYEES AGREEMENT

dated for reference this _____, 2019

BETWEEN:

THE VANCOUVER EAST CULTURAL CENTRE

(hereinafter referred to as “The Employer”),

AND:

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA LOCAL 118

(hereinafter referred to as “The Union”)

ARTICLE 1 INTENT

- 1.1 It is the purpose of this Agreement, in recognizing a common interest between the Employer and the Union in promoting cooperation and friendly spirit between the Employer and its Employees, to set forth conditions covering rates of pay, hours of work and other conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable resolution of grievances. **The Cultch and IATSE are also committed to providing a respectful workplace.** To this end, this Agreement is signed in good faith by the two parties.

ARTICLE 2 DEFINITION OF BARGAINING UNIT

- 2.1 The Employer recognizes the Union as the exclusive bargaining agent for all persons employed at or from any of the Employer’s venues, including the theatres located in Vancouver at 1895 Venables Street, the Greenhouse, located at 1885 Venables Street and the York Theatre located at 639 Commercial Drive (**the “VECC Venues”**), or employed in the bargaining unit defined by the Labour Relations Board in its decision of November 13th, 1996 certifying the Union and any amendments thereto; as mutually agreed by the parties, or as ordered by the Labour Relations Board or in any of the positions listed in ARTICLE 13 of this Agreement (**the “Bargaining Unit”**).
- 2.2 The Employer will bargain collectively with the Union, as required by the certification and the Bargaining Unit in respect to rates of pay, wages, hours and conditions of work for all Employees as set out in section 2.1.

ARTICLE 3 EMPLOYEE DEFINITION

- 3.1 The term “**Employee**” as used in this Agreement shall mean any person employed by the Employer in a classification included within the Bargaining Unit. It shall include any person employed by the Employer in any job or classification created in the future which the parties, by mutual consent or decision of the Labour Relations Board, decide to include within the Bargaining Unit.
- 3.2 Wherever in the wording of the Agreement the masculine or feminine gender is used, it shall be understood to include any and all genders.

ARTICLE 4 NON-DISCRIMINATION AND RESPECTFUL WORKPLACE

- 4.1 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, but not limited to, race, creed, age, sex, gender identity, 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.
- 4.2 Every Employee has the right to freedom from harassment and discrimination in the workplace. No person shall suffer abusive language, vilification of character or capabilities or in general any unwarranted harassment from any source under the control of the Employer or the Union, as more positively described in the “Respectful Workplace Policy”, attached as Appendix “A”.
- 4.3 The Employer will not interfere with the Employee’s membership in or lawful activity on behalf of the Union nor will it discourage membership in the Union or attempt to encourage membership in another Union.

ARTICLE 5 UNION SECURITY, RECOGNITION

- 5.1 Representatives of the Union shall have access to the Employer's premises to carry on inspection or investigations pertaining to the terms and conditions of this Agreement, at reasonable notice to the Employer, and free from unreasonable interference from the Employer. Such investigation or inspection shall be carried on at reasonable hours and in such a manner as not to interfere unduly with the normal operations of the Employer.
- 5.2 The Employer agrees to provide bulletin boards in an appropriate area such as the crew room downstairs for the purpose of posting official Union notices, which may be of interest to Union members.

5.3 The Employer agrees to provide space where the Union may locate a filing cabinet. This cabinet is to be used for the storage of records, grievance forms, etc.

~~ARTICLE 6~~ **UNION ACTIVITIES**

6.1 The Union will not engage in Union activities other than those provided for in this Agreement during working hours or hold meetings at any time on the premises of the Employer without Employer permission.

6.2 Upon request by the Union:

(a) an Employee's absence from work without pay shall be permitted where required in connection with the handling of a grievance; and

(b) a Shop Steward's absence from work with pay shall be permitted where required in connection with the handling of a grievance

and such permission shall not be unreasonably withheld.

6.3 The Employer shall release without pay up to three (3) Employees for negotiation meetings.

6.4 Leave without pay will be granted to any Employee duly authorized by the Union to represent Employees in order to attend Executive meetings, Labour Conventions, Union meetings and other Union business.

6.5 It is agreed that not more than one (1) Employee from a department needs to be released at any one time.

6.6 Leave provided for in this ARTICLE 6 shall not constitute a break in continuity of length of service credits.

6.7 All requests and authorizations for leave shall be in writing for the above items.

ARTICLE 7 PROGRAM CREDITS AND UNION EMBLEM

7.1 The Employer and the Union agree to display the Union Emblem in a conspicuous place in the lobbies of the VECC Venues. Such Emblem shall be of mutually acceptable size and location. The Employer shall include the Union Emblem on any promotional and program material where any other professional organizations are acknowledged. The Employer agrees to continue the current practice of giving program credits to Employees involved in the productions.

ARTICLE 8 MANAGEMENT RIGHTS

- 8.1 Subject to the terms of this Agreement, the Employer shall have the sole and exclusive right to operate and manage the business in all respects including but not limited to the right to hire and direct the work force, to discharge, suspend or otherwise discipline an Employee for just cause.
- 8.2 On duty, qualified management employees may perform bartending Bargaining Unit work but only during intermissions and 15 minutes prior to intermissions.

ARTICLE 9 NO STRIKEBREAKING

- 9.1 The Employer agrees that no Employee will be required to cross a legal picket line. Neither the Employer nor the Union will assist any theatre or production by performing Bargaining Unit work subject to a legal strike.

ARTICLE 10 NO STRIKE CLAUSE

- 10.1 The Union will not cause, permit its members to cause, or take part in a slowdown, strike, or picketing or any other collective action which may interfere with any of the Employer's operations during the term of this Agreement. The Employer will not cause, or permit the Employees to cause, engage in or permit a lockout of any of its operational locations during the term of this Agreement.

ARTICLE 11 LABOUR-MANAGEMENT COMMITTEE

- 11.1 In a sincere effort to establish and maintain a positive labour-management relationship the parties will engage in honest discussions and as an efficient way to resolve differences and reach a greater understanding of respective problems. Whereas the parties recognize that both are being confronted with new and increasingly complex situations, on the request of either party, the Union and the Employer agree to meet at least once every two (2) months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any Employee bound by this Agreement as contemplated in section 53 of the *Labour Relations Code* of B.C.
- 11.2 When implementing new rules affecting working conditions, the Employer will provide a written copy of such rules to the Union and shall post new rule(s) on the Union bulletin boards. New rules shall be explained at a Labour-Management Committee meeting prior to implementation. Rules shall be consistent with this Collective Agreement.

ARTICLE 12 NOTIFICATION

- 12.1 The Employer shall inform the Union in writing within seven (7) calendar days of any: hiring, job posting, promotion, transfer, resignation or any disciplinary action affecting any Employee.

12.2 Any notification required under the provisions of the Collective Agreement is understood to mean that such notification shall be in writing.

ARTICLE 13 EMPLOYEE CATEGORIES

13.1 Full-time Regular Employees, as defined in subsection 13.4(a), will be subject to a probationary period of three (3) months from the date of their first employment with the Employer. The Employer may extend probationary or trial periods up to a total of six (6) months after prior consultation with the Union, and before the expiration of the first three (3) month period. Employees may return to their original position by request of the Employee or for just cause.

13.2 Temporary/Casual Employees and Part-time Regular Employees, as defined in subsections 13.4(c) and 13.4(b), will be considered probationary Employees until they have completed one hundred and twenty (120) hours of employment with the Employer.

13.3 The Employer will notify the Union of any Employees who have been released. Notification shall be given within seven (7) days of the Employee having been notified.

13.4 Employees covered by this Agreement shall be:

(a) **Full-time Regular Employee**, which is defined as an Employee who is assigned work on a regular basis, year-round and for a minimum of thirty-five (35) hours per week. The Employer may assign a Part-time Regular Employee or, by agreement of the Union, hire a Temporary /Casual Employee, to replace a Full-time Regular Employee for vacation, maternity leave, parental leave, sick leave or other temporary relief.

(b) **Part-time Regular Employee**, which is defined as an Employee who is assigned work on a regular basis, year-round for periods of less than thirty-five (35) hours per week. Nothing shall prevent a Part-time Regular Employee from working thirty-five (35) or more hours per work week on an irregular basis.

(c) **Temporary/Casual Employee**, which is defined as an Employee hired for a particular show, project or as and when required and assigned work in accordance with a posted work schedule.

13.5 A Temporary/Casual Employee may be hired to replace Part-time Regular Employee on vacation, maternity leave, parental leave, sick leave or other temporary relief. Temporary/Casual Employees will not have their classification changed to Full-time Regular Employee or Part-time Regular Employee unless specifically designated as such by the Employer.

13.6 It is agreed that Part-time Regular Employees and Temporary/Casual Employees will not be used to displace or avoid the hiring of Full-time Regular Employees.

ARTICLE 14 SENIORITY AND LENGTH OF SERVICE

14.1 Seniority shall be determined by a mutually agreed upon Employer Front of House call list.

14.2 Length of service shall be calculated commencing from the date of hire, subject to completion of the probationary periods described in ARTICLE 13.

14.3 Temporary/Casual Employees' and Part-time Regular Employees' lengths of service shall be calculated as the accumulated sum of the hours worked for the Employer.

14.4 Full-time Regular Employees' length of service shall accrue as "calendar" time.

14.5 In the event a Full-time Regular Employee becomes a Temporary/Casual Employee or Part-time Regular Employee, accrued length of service will be retained and section 14.3 shall apply.

14.6 For the purpose of converting length of service in hours to years, or fractions of years; all accumulated hours shall be divided by one thousand eight hundred (1,800).

ARTICLE 15 INTERRUPTION OF LENGTH OF SERVICE

15.1 Continuity of length of service shall be considered unbroken during:

- (a) maternity leave;
- (b) parental leave;
- (c) compassionate personal leave;
- (d) jury duty.

15.2 Length of service credits will be maintained but not accumulated for:

- (a) a period of six (6) months after an Employee transfers to a job with the Employer not included in the Bargaining Unit;
- (b) parental leave extensions;
- (c) compassionate leave extension;
- (d) breaks in service mutually agreed by the parties.

15.3 Length of service shall cease to exist if the Employee is discharged for just cause or if an Employee is recalled to work and does not report to work as provided for in this Agreement except as provided in "Rehire" ARTICLE 23.

ARTICLE 16 HIRING, PROMOTIONS, UPGRADING AND TRANSFERS

- 16.1 Hiring, promotions and filling of Full-time Regular Employee and Part-time Regular Employee vacancies shall be based on:
- (a) a prospective or current Employee's sufficient ability to perform the requirements of the work available;
 - (b) length of service;
 - (c) gender and racial equity.
- 16.2 **“Sufficient ability”** means that an applicant has the skill, qualifications, special training, or equivalent experience required in the applicable job posting/job description prepared by the Employer and includes consideration of the Employee's performance during employment with the Employer.
- 16.3 Any Full-time Regular Employee and Part-time Regular positions within the Bargaining Unit shall be posted for a minimum of seven (7) days prior to hiring. The Employer shall fill the vacancy first from the Employees listed on the Vancouver East Cultural Centre Roster, second from the Employer Front of House Call List (**the “FOH Call List”**), third from members of the Bargaining Unit with sufficient ability and finally with any other persons who have sufficient ability to perform the job. The Employer agrees to award the job promptly according to the selection process outlined herein. The determination as to whether an Employee has sufficient ability shall be made by the Employer, subject to the Union's right to grieve.
- 16.4 If ensuing vacancies for Full-time Regular Employee and Part-time Regular positions are caused by promotions or transfers within the Bargaining Unit, they need not be posted for this seven (7) day period if mutual agreement is reached between the Employer and the Union. Such agreement will not be unreasonably withheld. If the vacancy referred to herein occurs without advance notice to the Employer, the Employer shall fill the vacancy from amongst members of the Bargaining Unit who have sufficient ability to perform the tasks of the job until the job posting procedure has been completed.
- 16.5 Upon request, Employees not promoted or transferred will be informed of the reasons for not being promoted or for not being transferred, and such Employees shall be entitled to the grievance procedure.
- 16.6 Employees shall not be transferred or assigned to a position outside the Bargaining Unit without their consent. Employees will not be penalized for such refusal.
- 16.7 Employees required to perform in a job different from their regular job will not be penalized for errors committed during such performance, without considering the adequacy of training.

- 16.8 Employees temporarily transferred to a lower classification shall continue to receive their current rate of pay and benefits for the duration of such assignment.
- 16.9 Employees temporarily upgraded to a higher rated job shall receive the rate on the new scale for the duration of such assignment.

ARTICLE 17 TEMPORARY/CASUAL EMPLOYEES- CALLING AND HIRING PROCEDURES

- 17.1 The duration of Temporary /Casual employment will be specified at the time of hiring.
- 17.2 Hiring of Temporary/Casual Employees shall be firstly from the FOH Call List, secondly persons of sufficient ability from the Union's membership list (**the "Union Call List"**) and, finally, from other persons of sufficient ability to perform the job.
- 17.3 The Employer will prepare the FOH Call List and ensure that the persons on the FOH Call List are identified by length of service. The determination as to whether an Employee has sufficient ability shall be made by the Employer, subject to the Union's right to grieve.
- 17.4 Calling Procedures:
- (a) a call shall be made as soon as possible, but not less than ninety-six (96) 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 the Employee of the time of the call, the category of work, the approximate times and lengths of meal breaks, and the approximate duration of the call.
 - (c) both the Employer and the Union will make every attempt to provide a gender-balanced workforce.
 - (d) in the event of an emergency call replacement or a vacancy with less than 24 hours' notice, the Employer will endeavor to hire from the Call List, then the Union Call List, but failing that may fill the call as they see fit.
- 17.5 Commencement of Call:
- (a) A call shall commence at least one (1) hour prior to the scheduled commencement time of the performance except by mutual agreement.

ARTICLE 18 CANCELLATION, POSTPONEMENT OR REDUCTION OF A CALL

- 18.1 To cancel or reduce a call, in hours or number of Employees without penalty under this Agreement, the Employer will notify the affected Employees at least twenty-four (24) hours prior to the time of call.
- 18.2 No cancellation of the call will be permitted less than twenty-four (24) hours before the 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.
- 18.3 If the Employer has no alternate work for the Employee to do, the Employer will pay the Employee an amount equal to one half (1/2) the remuneration which the Employees would have earned for the call or through four (4) hours of work at the applicable rate whichever is greater.
- 18.4 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 from the original time of call.

ARTICLE 19 LAYOFFS

- 19.1 The Employer will inform the Union through the Labour-Management Committee with respect to any planned layoff. In the event of layoff within a department, Employees will be laid off in inverse order of length of service provided that the Employee with the greater length of service has the qualifications and sufficient ability to perform the available work satisfactorily.
- 19.2 Employees about to be laid off from one job who have the qualifications and the ability to perform the requirements of the work available in another job may apply their length of service and revert to such other job. Employees exercising this right must advise the Employer in writing within five (5) days of being advised of layoff. No junior (length of service) Employee is to be displaced by a more senior (length of service) Employee unless the senior Employee has the qualifications and sufficient ability to perform the job filled by the junior Employee.
- 19.3 In the event of layoffs:
 - (a) A Regular Full-time Employee is entitled to receive three (3) weeks' notice or three (3) weeks' wages; and
 - (b) A Part-time Regular Employee is entitled to receive three (3) weeks' notice or three (3) weeks' wages.
- 19.4 When an Employee is laid off, the Employer will continue to pay its portion of the group health and welfare payments payable under section 46.1 for that Employee until the end of the month following the month in which the Employee is laid off with such payment

based on the average of the Employer's payments made over the previous three (3) months.

- 19.5 The Employer agrees that it will not schedule overtime in order to affect or extend layoffs.
- 19.6 An Employee who voluntarily reverts to a lower job classification shall receive the rate of pay of that new job classification.
- 19.7 If the show or project for which a Temporary/Casual Employee is hired, is completed or stopped before the originally specified date; then notice or pay in lieu of notice shall be given as follows:

Up to one week	1-day notice
1 to 2 weeks	3 days' notice
2 to 3 weeks	5 days' notice
3 to 4 weeks	7 days' notice
4 to 5 weeks	9 days' notice
Over 5 weeks	10 days' notice

- 19.8 The Employer may assign alternate work to the Part-time Regular Employee or Temporary/Casual Employee. If the Part-time Regular Employee or Temporary/Casual Employee chooses not to accept alternate work, the Employee shall not be entitled to pay in lieu of notice.

ARTICLE 20 [INTENTIONALLY LEFT BLANK]

ARTICLE 21 TECHNOLOGICAL CHANGE

- 21.1 In the event that the Employer introduces or permits to be used any process, machinery or equipment which substitutes for, supplements or replaces any present process, machinery or equipment being operated as of the date of this Agreement by Employees, such process, machinery, or equipment shall be operated and maintained only by Employees wherever possible and consistent with ARTICLE 24.
- 21.2 Should the introduction, replacement, supplementation or modification of any machinery, equipment, or device, which is or would fall under the jurisdiction of Employees, result in the layoff (as distinguished from layoffs caused by changes in productions) of Employees, the Employer agrees to the following conditions:
 - (a) the Employer will give the Union and the Employees as much advance notice as is practicable, but not less than two (2) months notification of such layoffs or two (2) months' pay in lieu of said notice plus all other benefits for the same period.

- (b) the Employer shall state in writing, the nature of the changes contemplated and the number of jobs likely to be affected. Upon receipt of such notice by the Union, the parties shall arrange a meeting or meetings, for the purpose of conducting discussions to attempt to minimize any hardship to the Employees affected. This shall be done by providing wherever possible, alternative employment within the VECC Venues for Employees whose jobs have been eliminated or by joint efforts on the part of the Employer and the Union to obtain employment outside the VECC Venues and/or by any other means that the parties may, by mutual agreement decide upon. The Employer will provide such Employees reasonable time off during the work week without loss of pay, to be interviewed for positions outside the VECC Venues.

ARTICLE 22 EDUCATION AND TRAINING

- 22.1 In recognition of the need to maintain adequately trained and skilled Employees 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 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 the Employer or government authority requires the training.

- 22.2 When an Employee is required to attend training courses in order to adhere to governmental regulations, to address concerns of any joint Health and Safety Committee, or as deemed necessary by the Employer to remain current with emerging technology, equipment, methods, or machinery; the Employer shall;
 - (a) pay for tuition and required supplies;

 - (b) pay the Employee for hours in attendance at such course at the straight time hourly rate and such hours shall not be counted as hours worked for the purposes of calculating overtime or any other form of premium pay. The Employer shall not be required to pay such Employee in excess of forty (40) hours per week for attendance at such course.

- 22.3 Employees shall be reimbursed for all or some reasonable portion of tuition and supply costs as determined solely by the Employer, upon successful completion of any career-oriented course. In order to qualify for reimbursement Employees shall make written application to the Employer and must receive prior written approval to attend such a course.

ARTICLE 23 FULL AND PART-TIME REGULAR EMPLOYEE REHIRE

- 23.1 Following a lay-off, Full-time Regular Employees and Part-time Regular Employees shall be recalled into their most recently held regular job in order of their length of service.

- 23.2 Full-time Regular Employees and Part-time Regular Employees who accept and subsequently cannot perform the job satisfactorily, shall be returned to lay-off status without prejudice.
- 23.3 The Employer's responsibility to recall Full-time Regular Employees and Part-time Regular Employees will be considered to be fulfilled if the Employer gives notice in writing, by registered mail, to the former Employee's last known address. It is the Employee's responsibility to keep the Employer informed of their current address or any temporary mailing address. Employees must notify the Employer of their intention within ten (10) days of the letter being registered. It is agreed that, where time is of the essence, ~~that~~ Employees may be recalled by telephone.
- 23.4 Full-time Regular Employees and Part-time Regular Employees shall be eligible for recall for a period of one (1) year.

ARTICLE 24 ASSIGNMENT OF DUTIES, RESPONSIBILITIES AND JURISDICTION

- 24.1 The Employer agrees to assign duties, or work directly related, to Employees.
- 24.2 The Employer will not contract out work normally performed by Employees except upon mutual agreement.
- 24.3 The Employer may use a specialist to maintain, test, adjust or repair any equipment or device operated or maintained by Employees. An Employee shall be assigned to assist or accompany such specialist in order to become familiar with the maintenance, test, adjustment, or repair being performed by the specialist, if such duties of the specialist would normally be assumed by one or more Employees.
- 24.4 When a third party contracts the Employer to rent, loan or lease a VECC Venue, Employees shall be assigned to perform the work involved except in the event that a third party wishes to provide concession services and the Employer agrees that as a condition of rental, loan or lease of the VECC Venue that there will be no loss of work or of shifts for Employees. With respect to the Greenhouse, a dedicated Front of House Manager is not required if there is a Front of House Manager working at ~~the~~ 1895 Venables Street.
- 24.5 It is understood that all non-Bargaining Unit persons working under section 24.4 shall be made aware, by the Employer, and be governed by all the safety rules, regulations and procedures as set forth under the *Workers Compensation Act* and *Occupational Health and Safety Regulation* and by the Employer. These safety conditions will be strictly adhered to and any deviance will result in the immediate loss of access to the VECC Venues' Front of House and /or concession areas. Future request by the same party for the application of section 24.4 will be refused by the Union.
- 24.6 Non-Bargaining Unit persons may perform Bargaining Unit work in an emergency or in order to train Employees.

- 24.7 An Employee may be reassigned within a call to provide additional assistance as required. In order to facilitate multi-tasking, the Employer will determine when training will be offered and for what positions it chooses. Interested and otherwise qualified Employees will be trained in order of seniority for those positions identified by the Employer. This does not include maintenance staff.
- 24.8 Catering companies may use their own staff to serve food and refreshment; however, an Employee must be employed as bartender to dispense alcoholic beverages. However, charity events with complimentary alcoholic beverages or events at which free alcoholic beverage samples are offered, the Employer or vendors are not required to use an Employee, provided that an Employee is employed as bartender to dispense hard liquor.
- 24.9 The Front of House Manager or Facility Manager may perform house manager duties up to a maximum of three (3) shifts per work week as per past practice.
- 24.10 The Box Office Manager may perform box office duties up to a maximum of three (3) shifts per work week, four (4) hours per shift, which includes any time necessary for training and quality assurance purposes provided that when the Manager performs such box office duties there will be no less than one (1) Employee working in the box office at the same time.

ARTICLE 25 VOLUNTEERS

- 25.1 It is agreed between the parties that the practice of using volunteers to act as ushers may continue. The duties of the volunteer ushers, based upon past practice, shall be limited to: the taking of tickets, inserting programs, seating patrons, directing patron's questions, and assisting elderly or disabled patrons. Such volunteers shall work under the direction of the Front of House Manager at all times.
- 25.2 The Union recognizes that from time to time the Employer may wish to hold fund-raisers, development events and membership events, directly for the benefit of the Employer. This may require the use of volunteer labour in a variety of tasks, including the serving of food and beverages. In these instances, the use of volunteer labour is permissible however an Employee must be employed as bartender to dispense hard liquor beverages.
- 25.3 Volunteers receive no remuneration or honoraria for work performed on a volunteer basis.
- 25.4 The Union shall not be held liable for any action or lack thereof of volunteers.
- 25.5 It is agreed that the above provisions shall not be used to:
- (a) eliminate or avoid the hiring of Employees;
 - (b) cause a reduction in hours of work, a layoff or termination of Employees;

- (c) or to avoid the recall of Employees on layoff;
- (d) or to avoid the payment of penalties or premiums to Employees;
- (e) or, as a result of working on a continuing basis, prevent an increase of the workforce.

25.6 The use of volunteers shall be in accordance with past practice and the above provisions. In the event any question arises with respect to these, it shall be referred to the Labour-Management Committee for recommendation to the parties.

ARTICLE 26 HEALTH AND SAFETY

26.1 Employer and Union Cooperation

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

26.2 Resolution of Safety Issues

Safety issues will be resolved by the Health and Safety Committee.

26.3 Wages on Day of Accident

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

26.4 Workers Compensation

The Employer will comply with the *Workers Compensation Act* and *Occupational Health and Safety Regulation*. The Employer shall carry such insurance coverage as required under the *Workers Compensation Act*.

26.5 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 electrical equipment that is unsafe and shall not be required to work in any location without adequate safety equipment.
- (b) Any unsafe equipment or conditions will be brought to the Employer's attention by the Employee for immediate resolution. Any dangerous situations are to be avoided; however, other work shall continue while the unsafe situation is resolved.
- (c) An Employee may, before performing hazardous duties, request and be granted the assistance of another Employee. No Employee shall be disciplined or discharged for refusal to work on a job or in any work place or to operate any equipment where there are reasonable grounds to believe that it would be unsafe or injurious to health to do so; or where it would be contrary to applicable Provincial or Municipal regulations or legislation.

26.6 Problems involving health and safety are to be discussed between the Safety Committee members prior to calling in inspectors from WorkSafeBC. The Health and Safety Committee shall be comprised of a representative of the Employer and of the Union, and

in the event of disagreement, a mutually acceptable third-party referee shall be appointed. Where precautionary measures, as agreed by the Health and Safety Committee, have not been taken, an Employee's refusal to undertake such work will in no way be held against the Employee or prejudice employment with the Employer. The representatives of the Health and Safety Committee will advise Employees immediately if, in their opinion, they consider any matter referred to them to be safe or unsafe, healthful or unhealthful.

26.7 Safety Procedures

Safety procedures as determined by the Health and Safety Committee and *Workers' Compensation Act* and *Occupational Health and Safety Regulation* will be followed and safety equipment provided by the Employer will be used by the Employees.

26.8 First Aid Facilities

The Employer shall provide a first aid facility in accordance with the *Workers' Compensation Act* and *Occupational Health and Safety Regulation*.

ARTICLE 27 WAIVERS

27.1 The Union agrees that when dealing with the Employer's request for a waiver on Bargaining Unit positions or duties, the Union will assess the request in light of past practice and/or on its individual merits. No reasonable request will be denied.

27.2 The Union and its members will not be held responsible for any damage, personal injury or other liabilities caused, as a result or indirect result, by the actions of a volunteer, student, third parties' employee, or any other person under the direction of or acting in the capacity that would normally be duties performed by an Employee.

ARTICLE 28 PERFORMANCE REPORTS/DISCIPLINE

28.1 Right to Discipline

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

28.2 Just Cause

(a) In any grievance arising from the Employer's 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 discipline or the 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 necessary for the conduct and management of its undertakings in all respects in order to satisfy its commitments and objectives in so far 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 supervisor including but not limited to the Executive Director;
 - (iii) unsatisfactory performance of the Employee's duties;
 - (iv) inability to perform the duties for which the Employee 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) convictions for theft, fraud or other criminal or illegal activities related to their employment;
 - (vii) repeated unauthorized absence.
- (d) The parties agree to apply the principles of progressive discipline.
- (e) For clarity, publicly expressed negative criticisms of the Employer, Cultch presentations, the facility, theatre patrons, 3rd party performers and renters of the facility by an Employee shall constitute unsatisfactory performance of the Employee's duties.
- (f) The Employer may release an Employee at any time for just cause. Any Employee wrongfully dismissed pursuant to section 28.2 will be eligible for payment of all lost wages except for those hours worked for other employers, or for the time the Employee was not available for work to the Union while under investigation or otherwise made whole as determined between the Union and the Employer. If the Union and the Employer are unable to reach agreement, then a mutually agreed upon arbitrator will be appointed.

28.3 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 Union shall be notified in writing by the Employer within twenty-four (24) hours of such discipline or dismissal. Notification shall include the reason(s) for discipline or dismissal. Any such notification may be sent by registered mail, courier, hand delivery or by electronic mail.

28.4 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 Employees personnel records, shall be made within twenty-one (21) 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 as part of the Employee's personnel record.
- (c) 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 or dismissal.
- (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 his/her/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/her/their personnel file.
- (f) This Article shall not prevent verbal expressions of dissatisfaction, but such verbal dissatisfaction must be reduced to writing before becoming part of an Employee's record.
- (g) Any complaint recorded against an Employee as a written expression of dissatisfaction shall be automatically removed from an Employee's file after a twenty-four (24) month period and may not be used in evidence against the Employee thereafter unless another written expression of dissatisfaction of a similar nature was expressed during that twenty-four (24) month period.

ARTICLE 29 GRIEVANCE PROCEDURE

29.1 **Submission of Grievances and Replies:** Grievances and grievance replies may be sent by registered mail, by hand delivery or by courier. Written replies and notifications shall be deemed to be presented on the date which they are registered or accepted by a courier and received on the day they are delivered to the appropriate office. Facsimile communication shall not be considered an acceptable delivery mechanism for the purpose of this Agreement.

29.2 **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, then either party may formally register the difference or complaint in writing within twenty-one (21) working days of the incident giving rise to the complaint. The Union shall present its complaint to the Employer's Managing Director and the Employer shall present its complaint to the 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 shall be represented by any two designates, including the Steward and a representative of the Union. The Employer shall be represented by two designates.

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 Employer's Executive Director. The Union President, the Employer's Executive Director and/or their representatives, will meet within five (5) working days of the receipt of the report to discuss the grievance.

29.3 **Arbitration Procedure:** If an agreement cannot be reached in seven (7) working days of the first meeting described in 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 this 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 agreed upon Arbitrator to hear the difference and render a decision.
- 29.4 **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 this 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:
- (a) be consistent with the provisions of this Agreement;
 - (b) be confined to the grievance referred for arbitration.
- 29.5 **Decision of Arbitrator:** The decision of the Arbitrator on the matters at issue shall be final and binding on both parties.
- 29.6 **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.
- 29.7 **Definition of Working Days**
Working days, for the purposes of this grievance procedure, shall not include Saturdays, Sundays and holidays designated under section 41.1.
- 29.8 **Management Grievances - Employee Notification:** An alleged aggrieved Employee or an Employee named in an Employer grievance must be notified of, and may attend, or be required to attend, on the request of either party, any meeting described in section 29.2.
- 29.9 **Time Limits**
- (a) The parties may agree to alter time limits specified here, by mutual consent.
 - (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.
- 29.10 Employees shall suffer no loss of pay or benefits while attending grievance meetings with the Employer.

ARTICLE 30 WORK WEEK SCHEDULE

- 30.1 A work week commences at 12:01am Sunday except where a call or shift begins on Saturday and continues past 12:01am on Sunday.

- 30.2 **Full-time Regular Employees:** Full-time Regular Employees shall be guaranteed a minimum of thirty-five (35) hours per work week. The hours of work shall be exclusive of meal periods but inclusive of breaks.
- 30.3 **Part-time Regular Employees:** The work week for Part-time Regular Employees shall be according to the assigned schedule. The hours of work shall be exclusive of meal periods but inclusive of breaks.
- 30.4 **Temporary / Casual Employees:** The work week for Temporary / Casual Employees shall be according to the assigned schedule. The hours of work shall be exclusive of meal periods but inclusive of breaks. Temporary / Casual Employees shall be called on an as needed basis.
- 30.5 **Tour of Duty or Call**
A call shall mean the authorized and/or approved time worked by, or assigned to, an Employee with a minimum credit of four (4) hours; calculated in increments of one quarter (1/4) hour in which work was performed. If work extends beyond midnight such work shall be considered as falling wholly within the calendar day in which it starts.
- 30.6 **Split Shifts**
Split shifts may be scheduled provided that:
- (a) no shift of less than 6 hours may be split;
 - (b) no segment of a split shift may be less than two (2) hours in length;
 - (c) no shift may be split more than once; and
 - (d) all split shifts must be worked within a 12-hour period.
- 30.7 If, despite subsection 30.6(d)), a split shift extends beyond 12 hours from the start of the day, then the Employee shall be paid at one and a half (1 ½) times the rate applicable at the beginning of the next 15-minute increment until the shift is completed, subject to section 36.4.
- 30.8 **Posting of Schedules**
- (a) Full-time Regular Employee and Part-time Regular Employees' schedule for any work week shall be posted weekly, four weeks in advance, in a consistent place. It is recognized that the building and equipment maintenance position is scheduled on an as and when required basis.
 - (b) In the event that the Full-time Regular or Part-time Regular Employee's schedule for any work week is not posted in accordance with this Agreement the previous weekly schedule shall carry over until a new schedule is posted.

- (c) Temporary/Casual Employees' schedules for any work week shall be posted as early as possible, but in no event later than the first day of work. It is the intent to ensure that each Employee is advised of their work schedule at the earliest possible time.

30.9 Change of Start Time

- (a) Notice of any change of starting time shall be given as much in advance as possible, but no later than the end of the Employee's shift prior to the day of the change. If such notice is not given the Employee shall be credited with all hours originally scheduled plus any additional hours. This section does not apply to an Employee who is covering the first (1st) day of absence of another Employee.
- (b) Prior to going on vacation of four (4) days or more, when a schedule covering the period of the vacation is not posted an Employee shall be given a prearranged day to report back.
- (c) It is the intent of the foregoing to ensure that Employees shall be apprised of their daily work schedule at the earliest possible time. It is the Employer's responsibility to inform Employees of any change in their schedule.

ARTICLE 31 GENERAL WAGE PROVISIONS

- 31.1 The terms "basic rate", "regular rate", "wage scale", "straight time" are understood to mean the basic hourly rate of the Employee involved.
- 31.2 Payment for overtime work, premiums and penalties must be authorized by the Employer and shall be made at the next scheduled pay day, and in any event not later than fourteen (14) days after receipt of a properly completed timesheet.
- 31.3 Each Employee will complete a timesheet daily as prescribed by the Employer, and this timesheet will be kept in a place prescribed by the Employer. This timesheet shall be signed by the Employee and submitted to the Employer at the end of their final shift for the work week covered by the timesheet. The Employer will retain the timesheet as a permanent record. Where there has been a change to a timesheet, the Employer will provide copies of each timesheet for the pay period in question. It is the responsibility of the Employer to calculate the Employee's pay on the basis of the information supplied on the timesheets. The Employer will provide a breakdown of the pay calculations and such breakdown will be recorded on the Employee's pay cheque stub. In the event of any dispute arising regarding pay cheques or timesheets the Employee involved, and the Union shall have access to the Employee's pay records upon reasonable notice to the Employer.
- 31.4 Employees assigned off premises shall submit timesheets as soon, as is possible upon returning from such assignment.

- 31.5 Employees will be paid bi-weekly, at 4:00 pm every other Thursday, for work completed to the preceding Saturday.
- 31.6 Temporary/Casual Employees will have their vacation pay paid bi-weekly at the applicable rate as defined by ARTICLE 41.
- 31.7 In the event a new Bargaining Unit position is created, a rate will be negotiated.

ARTICLE 32 SALARY GROUPS AND WAGE SCALES

32.1 The following wage scales apply to all VECC Venues

Effective Date	June 1, 2021 7	June 1, 2022 18	June 1, 2023 19
Box Office Supervisor	\$ 20.14 17.73	\$ 22.15 18.17	\$ 18.72 23.26
Front of House Supervisor	\$ 19.22 17.25	\$ 21.14 17.68	\$ 18.21 21.78
Box Office Attendant	\$ 17.86 16.02	\$ 16.42 19.65	\$ 16.91 20.24
Bartender	\$ 17.86 16.02	\$ 19.65 16.42	\$ 16.91 20.24
Bartender Assistant	\$ 13.54 15.10	\$ 13.88 16.61	\$ 14.30 17.11
Maintenance -Groundskeeper	\$ 16.02 17.86	\$ 16.42 19.65	\$ 16.91 20.24

ARTICLE 33 MEAL AND REST BREAKS

- 33.1 A one half (1/2) hour meal break shall occur approximately mid-way through each five (5) hour shift. The break shall occur at a time which is appropriate to the activity the Employee is engaged in and may be deferred, shortened or cancelled at the discretion of the Employer and the Employer agrees to utilize such discretion on a reasonable basis. When such a break is cancelled or shortened, then one half (1/2) hour will be added to the time worked on the call and paid at the applicable rate in effect at the end of the call.
- 33.2 For a shift that is less than five (5) hours duration, an Employee is entitled to a 15-minute rest break. Breaks will be scheduled by mutual consent between Employees and Management.
- 33.3 After eight (8) hours worked, an Employee is entitled to a second one half (1/2) hour meal break. The break shall occur at a time which is appropriate to the activity the Employee is engaged in and may be deferred, shortened or cancelled at the discretion of the Employer and the Employer agrees to utilize such discretion on a reasonable basis. When such a break is cancelled or shortened, then one half (1/2) hour will be added to the time worked on the call and paid at the applicable rate in effect at the end of the call.

ARTICLE 34 [INTENTIONALLY LEFT BLANK]

ARTICLE 35 DAYS OFF

35.1 All Employees shall be entitled to receive a minimum of one (1) day off per work week. A day off shall be defined as twenty- four (24) hours plus the turn-around period of ten (10) hours for a total of thirty-four (34) hours.

ARTICLE 36 OVERTIME

36.1 Work will not extend into overtime without approval of the Employer. The Employee will have the right to refuse unscheduled overtime, however, scheduled overtime will be worked when required by the Employer as provided in ARTICLE 30.

36.2 Overtime will be calculated at the rate of one and one half (1&1/2) times the straight time rate for the following categories which are mutually exclusive:

- (a) time worked in excess of eight (8) hours;
- (b) time worked on a scheduled day off;
- (c) time worked in excess of thirty-five (35) hours per work week;
- (d) any hours worked after an Employee has been called back to perform further work on a day when they have already been released after having completed their scheduled shift. Employees shall have the right to refuse call back except in emergency situations;
- (e) any hours that encroach on the turnaround period. A turnaround period is the period of at least ten (10) hours between the end of one shift and the beginning of the next shift.

36.3 Overtime will be calculated at two (2) times the straight time rate for the following categories which are mutually exclusive:

- (a) time worked in excess of eleven (11) hours in a work day;
- (b) time worked in excess of eight (8) hours on the 6th day in the work week;
- (c) time worked in excess of eight (8) hours after encroaching on a turnaround period;
- (d) all time worked on the seventh (7) consecutive day, after which, for the purpose of calculating overtime, the count of days worked shall be reset to zero.

36.4 Under no circumstance shall any compounded rates or benefits exceed three (3) times the straight time rate.

ARTICLE 37 VEHICLE EXPENSES

37.1 The Employer may request an Employee use his/ her/their own vehicle for the Employer's business. Such use shall be compensated at the per kilometer rate set by the Government of Canada (Canada Revenue Agency) from time to time as the automobile allowance rate. It shall not be a condition of employment to own or use a personal vehicle.

37.2 When Employees on approved Employer business are involved in an accident resulting in damage to their vehicle and the amount of damage cannot be recovered from any other person or persons, the Employer agrees to reimburse the Employee for the deductible amount of the Employee's car insurance policy to a maximum of five hundred dollars \$500.00.

37.3 Any additional vehicle insurance premiums required due to using a personal vehicle for approved business purposes shall be reimbursed by the Employer.

37.4 The Employer agrees to maintain adequate liability insurance on all vehicles owned, leased, or rented by the Employer which any Employee may be requested to drive.

ARTICLE 38 REPORT POINT, TRAVEL TIME, AND EXPENSES

38.1 Travel time, unpaid

Employees may be assigned to report to work at the commencement of the call to a report point within the Metro Vancouver Regional District in lieu of a VECC Venue. In the event an Employee wishes to utilize Employer-supplied transportation, arrangements will be made to leave from the VECC Venue in time to report to the assigned worksite.

38.2 Travel time paid

(a) After the commencement of a shift, time spent travelling within the Metro Vancouver Regional District for the Employer will be considered time worked.

(b) In the event Employees are assigned to work outside of the Metro Vancouver Regional District, time spent travelling from the original report point to the assigned worksite will be considered time worked.

ARTICLE 39 [INTENTIONALLY LEFT BLANK]

ARTICLE 40 VACATIONS

- 40.1 Each Full-time Regular Employee is entitled to vacations and/or vacation pay as follows:
- (a) less than one (1) calendar year length of service: one (1) day for each calendar month of completed service, to a maximum of ten (10) days with pay at four percent (4%) of gross earnings;
 - (b) one (1) calendar year to four (4) years length of service: two (2) weeks' vacation with pay at six percent (6%) of gross earnings;
 - (c) more than four (4) calendar years length of service: four (4) weeks' vacation with pay at eight percent (8%) of gross earnings.
- 40.2 Vacation time for Full-time Regular Employees will be scheduled by mutual agreement with the Employer and will take into account the Employer's operations and staffing requirements. Vacation requests will be submitted to the Employer in writing at least thirty (30) days prior to the first day of proposed vacations. The Employer agrees to respond to vacation requests within five (5) days of submission.
- 40.3 In the event that two or more Full-time Regular Employees in the same job function request the same vacation period, then seniority will be the determining factor.
- 40.4 Every Full-time Regular Employee shall be entitled to have their entire vacation period consecutively unless requested otherwise by the Employee and approved by the Employer.
- 40.5 Should a statutory holiday occur while a Full-time Regular Employee is on vacation the Employee shall receive an additional day off with pay.
- 40.6 A Full-time Regular Employee's scheduled vacation period shall not be changed except by mutual agreement between the Employee and the Employer.
- 40.7 The Employer agrees to schedule the Full-time Regular Employee's annual vacation within ten months after the anniversary date of each year of employment. An ~~All~~ Employee's request for vacation must be granted no later than eighteen (18) months after the Employee's previous vacation.
- 40.8 Full-time Regular Employees may request to begin and end their vacation in conjunction with days off, plus any additional days banked or added pursuant to this Agreement and such request will not be unreasonably denied.
- 40.9 Temporary/Casual Employees and Part time Regular Employees shall receive payment in lieu of a vacation at the following rates:
- (a) less than one (1) year length of service at four (4%) percent of gross earnings;

- (b) one (1) to four (4) years length of service at six (6%) percent of gross earnings;
- (c) more than four (4) years length of service at eight (8%) percent of gross earnings.

~~ARTICLE 41~~ **DESIGNATED HOLIDAYS AND PAYMENT**

41.1 The designated statutory holidays are as follows:

New Year's Day	Christmas Day	Thanksgiving Day	BC Day
Family Day	Boxing Day	Canada Day	Labour Day
Victoria Day	Good Friday	Remembrance Day	

National Day of Truth and Reconciliation — ¶

· ¶

~~and the Employer agrees to add any additional days(s) that may be proclaimed by the provincial or federal government.~~

41.2 **General**

It is understood that the payment provisions for statutory holidays shall not preclude overtime provisions pursuant to this Agreement.

41.3 With respect to this Article, an Employee shall receive payment at the applicable rate or, upon request of the Employee, shall be permitted to bank time off in lieu at the applicable rate.

41.4 Employees shall not be required to work on Christmas Day or any one other religious holiday.

41.5 **Eligibility for Statutory/General Holiday Pay**

In lieu of statutory holiday pay, the Employer will remit bi-weekly to each Employee together with the Employee's wages, an amount as substituted statutory holiday pay equal to four and four tenths (4.4 %) percent of the wages earned by the Employee during the pay period for which payment is made. Such additional percentage compensation shall be identified on the pay stub as payment for holiday pay (and shall be included with vacation pay as provided herein) and shall not be used as a basis for calculating benefits of overtime. The Union and the Employees agree that the inclusion of holiday pay together with the payment of the Employees' wages shall constitute full payment for holiday pay (except for time worked on a holiday) and no claim will be made by the Union or the Employees against the Employer that would be contrary to the provisions of this Article.

- 41.6 If the holiday falls on a scheduled day off and the Employee is required to work the Employee shall be paid two (2) times the normal wage rate for any hours so worked and will be given a regular day off.
- 41.7 If the holiday falls on a scheduled day off and the Employee is not required to work the Employee shall receive an additional day off with pay at a mutually agreeable time no later than the Employee's next annual vacation.



ARTICLE 42 LEAVES OF ABSENCE

- 42.1 **Definition of Spouse:** A spouse is defined as a cohabitant of one (1) year or more, including a same sex partner.
- 42.2 **Compassionate Leave:** When a Full-time Regular or Part-time Regular Employee is required to be absent from work due to a death in the family or other pressing personal consideration, the Employee shall be granted a paid leave of absence of three (3) consecutive working days.
- 42.3 Upon request of an Employee, compassionate leave without pay will be extended where possible up to a maximum of 12 months.
- 42.4 In the event that a Full-time Regular or Part-time Regular Employee desires leave without pay for personal reasons, application shall be made in writing to the Employer stating the reasons for such leave and the duration of such leave. The granting of such leave shall be at the sole discretion of the Employer.
- 42.5 **Parental and Adoptive Leave**
- (a) Except as provided in this Agreement, the parental leave provisions of the *Employment Standards Act* apply to Full-time Regular and Part-time Regular Employees.
- (b) A Full-time Regular Employee with a newborn child or who adopts a child is entitled to a two-week paid leave of absence. A Part-time Regular Employee with a newborn child or who adopts a child is entitled to a two-week paid leave of absence based on the average of wages paid over previous four (4) weeks worked. Upon request, the Employer may permit a further unpaid leave of absence of up to six (6) months.
- (c) Any Employee who intends to take a leave of absence under subsection (b) shall:
- (i) give at least four (4) weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given; and

(ii) inform the Employer in writing of the length of leave intended to be taken.

42.6 **Jury Duty:** Full-time Regular Employees and Part-time Regular Employees called for jury duty shall continue to receive their regular rate of pay, less any amount paid in respect to such jury duty, for any day the Employee is regularly scheduled for work to a maximum of ten (10) days.

ARTICLE 43 SEVERANCE PAY

43.1 In the case where a Full-time Regular Employee or a Part-time Regular Employee who has acquired length of service is laid off and not recalled within the period of recall rights, the Employee shall be entitled to two (2) weeks' pay for every year of service (pro-rated) with the Employer to a maximum of eight (8) weeks' pay.

ARTICLE 44 DISABILITY PAY

44.1 After any sick leave under ARTICLE 47 is exhausted, the Employer agrees to continue to pay wages to a Full-time Regular Employee or a Part-time Regular Employee who works an average of 20 hours per work week for two (2) weeks of absence from work due to illness or accident as follows:

- (a) 60% of wages up to the current federal employment insurance maximum;
- (b) the benefit will be payable from the first day of accident or fourth working day of illness;
- (c) in the case of an Employee who works varied hours, wages will be calculated as the average of the Employee's earnings (exclusive of overtime) for the four (4) week period immediately preceding the day the Employee was absent;
- (d) the Employer is entitled to require a doctor's certificate as proof of such sickness or accident.

ARTICLE 45 UNION DUES

45.1 All Employees in the Bargaining Unit shall become and remain members in good standing with the Union as a condition of employment with the Employer. All new hires must also become a member of the union and remain a member in good standing as a condition of employment.

45.2 The Employer agrees to deduct dues and/or assessments as levied by the Union pursuant to the Union's Constitution and Bylaws. The deductions are to be based on the gross earnings of every Employee. The Employer will be notified in writing by the Union of any changes in the rate of deductions.

45.3 The Employer agrees to remit the monies so deducted to the Union monthly by cheque payable at par in Canadian funds. The Employer shall remit such dues by the fifteenth (15th) of the month following the month for which the dues are deducted and shall include with such remittance a statement showing the names of the Employees from whom deductions have been made and the respective amounts deducted.

ARTICLE 46 HEALTH & WELFARE AND PENSION PLANS

46.1 Health Plan Contribution

The Employer will pay a 6% Health and Welfare payment to Employees on a bi-weekly basis.

46.2 Registered Savings Plan, Employer Contribution

The Employer will pay a 4% Registered Savings Plan payment to Employees on a bi-weekly basis.

ARTICLE 47 SICK LEAVE

47.1 Full-time Regular Employees will accumulate paid sick leave credits at a rate of one (1) day per month to a maximum of eighteen (18) days. Extended leave beyond accumulated credit shall be without pay. Employees shall not be entitled to pay out of unused sick leave. After 3 consecutive days of illness, a Doctor's certificate may be required at the Employer's discretion.

47.2 Part time Regular Employees shall be entitled to a maximum of three paid sick leave shifts per year of service. Sick leave shifts shall not be accrued beyond the year and the Employees shall not be entitled to pay out of unused sick leave. After 3 consecutive days of illness, a Doctor's certificate may be required at the Employer's discretion.

ARTICLE 48 EXISTING BENEFITS

48.1 Existing working conditions of employment not defined in this Agreement shall not be changed except as follows:

(a) proposed changes will be submitted to the Labour-Management Committee for a recommendation to the parties.

(b) changes shall not be applied in a discriminatory manner.

(c) any dispute or disagreement may be referred to the grievance procedure.

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

- (a) Parking; where available and within the control of the Employer, Employees will continue to be provided free parking in accordance with past practice.
- (b) Taxi; when Employees are required to work after 1:00 am and do not have transportation other than public transit, the Employee may take a taxi and submit receipt to the Employer for reimbursement up to a maximum amount of \$15 or, if available, the Employer may provide the Employee with a taxi voucher.
- (c) Complimentary Tickets; Employees shall be provided complimentary tickets, where available, in accordance with existing policy of the Employer.
- (d) Crew room Facilities; the Employer agrees to continue to provide existing crew room facilities for Employees.
- (e) staff concession discount prices.

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

~~48.4~~

ARTICLE 49 RENTAL OF THE FACILITIES

49.1 All third party use of the VECC Venues will be bound to and abide by the terms and conditions of this Agreement, as a condition of their contract with the Employer.

ARTICLE 50 SALE OR LEASE OF THE BUSINESS

50.1 Pursuant to the *Labour Relations Code* of British Columbia, where the business of the Employer is sold, leased, transferred, merged or otherwise disposed of, the purchaser, lessee, or transferee is bound by all the terms and conditions of this Agreement.

ARTICLE 51 DURATION OF AGREEMENT

51.1 This Agreement shall be effective from June 1, 2021~~7~~ to May 31, 2021~~4~~ inclusive.

51.2 Where notice of desire to modify this Agreement is given, a meeting shall be held within twenty (20) days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.

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

51.4 The Parties agree that the operation of subsections 50(2) and (3) of the *Labour Relations Code* of British Columbia is hereby excluded.

51.5 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.

All of the foregoing is signed as of this _____ day of _____, 2021~~9~~

The International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada LOCAL 118, by its authorized signatory(ies):

The Vancouver East Cultural Centre,
by its authorized signatory(ies):

Jordan Both
IATSE 118 ~~Financial Secretary~~ **Business Agent**

Heather Redfern
Executive Director

~~Corin Gutteridge~~ **Derall Dunlop**
IATSE 118 President

Nicole McLuckie
Director of Patron Development

The Cultch Respectful Workplace Policy

Approved by the Board: May 7, 2019

The Cultch values the diversity of its workforce, volunteers, patrons and visitors and is committed to providing a work environment supportive of human dignity and respect. It is the policy of The Cultch to ensure that every employee and volunteer is entitled to a workplace free of intimidation, discrimination, harassment, bullying and workplace violence.

Harassing and/or discriminatory behaviours are those that are not welcome, which are personally offensive, which debilitate morale, and which therefore interfere with work effectiveness. Any and all conduct that is considered harassing, coercive, intimidating, hostile, bullying or offensive in nature will not be tolerated.

We acknowledge our presentations and rentals may be challenging and can create discomfort. We prioritize employee and artist dignity, personal safety and self-determination of boundaries.

This policy pertains to all employees and volunteers and extends to all of The Cultch activities, as well as other activities that take place on our premises.

The Cultch will treat any complaint of harassment with seriousness, sensitively and discretion and acknowledge our responsibility to take appropriate action to stop such conduct. If circumstances require, steps may include mediation, remedial action, discipline, third party facilitation or legal action. We will make every effort to maintain confidentiality.

This is a living commitment and will evolve as conversations continue and new realities emerge in our communities. We welcome feedback.

We pledge to work together to build an open and inclusive work environment where everyone can thrive.