

Awaiting Signatures (Feb 26th, 2020)

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**



JULY 1, 2019 TO JUNE 30, 2020

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This Agreement, dated for reference this seventh day of January, 2019

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 the following Employees of the Employer employed within the jurisdiction of work, as described in Article 5 hereof:

Carpentry Department:

Stage Carpenters and Assistants
Fly Operator and Assistants
Carpenter Grip
Fly Grip
Car and Truckloaders
High Riggers
Ground Riggers

Property Department:

Properties Handler and Assistants
Property Grip

Sound Department:

Sound Operator and Assistants
Sound Grips

Wardrobe Department:

Head Wardrobe
Dressers
Seamsters

Electrical Department:

Stage Electricians and Assistants
Spotlight Operators
Preset Operator
Electrical Grip

Hair, Wigs & Make-up Department:

Head Hair & Wigs
Head Make-up
Supervisory Hair & Wigs Assistants
Supervisory Make-up Assistants
Hair & Wig Attendants
Make-up Attendants

Video Department:

Video Operators & Technicians
Video Projectionists
Video Grip

Projection Department:

Projectionists

(which employees are hereinafter called the "Employees")

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the premises, 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, 2019 to June 30, 2020, 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, 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 always to Articles 6 and 15 hereof and 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, the Stage Carpenter, 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 handling, erecting, dismantling, transporting, preparing, maintaining and operating sets, scenery, properties, sound equipment, lights and lighting equipment, and stage equipment and machinery of all kinds and description, as well as the unpacking, packing, cleaning, pressing, dressing, maintaining and quick changing of theatrical costumes, as required, and all activities incidental thereto, in connection with:

- (a) Any and all entertainments, rehearsals, performances and displays on any stage in the theatre complex;
- (b) Any and all entertainments, full technical rehearsals, performances and displays performed in any room in the theatre by a company of or engaged by the Employer;
- (c) Any and all entertainments, technical rehearsals, performances and displays in any room for which an admission is charged;
- (d) All work of a nature or kind usually performed by stage hands in the theatre that is required in connection with television productions, closed circuit television, teleprompters, film projectors, filming and filming production work for both theatrical and television presentation which are produced or executed anywhere within such theatre in or on its grounds.
- (e) For the purposes of this Agreement, the term theatre shall include the Queen Elizabeth Theatre complex or any other theatre which is the site of the main productions of the Employer and any other place of business in respect of which the Union becomes certified under the Labour Relations Code during the term hereof.
- (f) Prior to each season, both parties agree to meet and discuss any productions being presented in venues other than those listed in Article 5.1(e).

5.2 (a) When the Employer intends to record a show for a broadcast or taping in any medium, said Employer or their agent shall negotiate crewing with the Union's Representative at least one week prior to the scheduled date.

(b) If the Employer requires a recording of a production, or portion thereof, in any medium said recording shall be done by the crew on that call; provided, however, such recording does not restrict said crew from performing those functions required by the stage production.

6. CONTRACT FOR RUN

6.1 Employees shall be contracted for the set-up, run and strike of the production for which they are employed and Employees shall be employed in the categories of work for which they were called. Employees shall not be dismissed, except for just cause, as provided under Article 19, and shall not be assigned to other categories of work except that the Employer may:

- (a) Where the work available requires, reduce or increase the size of the crew. To avoid any actual or anticipated breach or similar grievance on the part of the Employer or Employee, crew size will be determined by practice and precedent in the industry as determined by mutual agreement between the Employer and the Union in consultation with the Technical Director of the Theatre, or the Employer signatory to this Agreement and the Union;
- (b) Assign Employees to other categories of work by mutual agreement between the Employer and the Union;
- (c) Assign Employees to other categories of work to provide temporary assistance within a Department or in other Departments provided that such temporary assistance does not affect the ability of that Employee to properly perform duties for which the Employee was hired, to the mutual agreement of the Employer, the Stage Carpenter, and the Union's designated representative.
- (d) In the event of a "hold-over", the Employer shall notify the Union not less than fourteen (14) calendar days prior to the original closing date of the production.

7. REMUNERATION

- 7.1 The rates of remuneration set out in Schedule "A" to this Agreement shall apply during the term hereof. For the period of this contract (2019-2020) the rate is to be increased from the previous rate by 3%.
- 7.2 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.
- 7.3 On any run of a production, when a Spotlight Operator, Department Head or Assistant is engaged, these persons shall be paid the applicable rate for that category for the entire set-up, run and strike of the production.

8. TIME OF CALL

- 8.1 Subject to this Article 8 and Article 9, time of call shall be at the discretion of the Employer. A call shall be made in the following manner:
 - (a) As soon as possible, but not less than forty-eight (48) hours prior to the first call of the set-up, 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 specific persons, a list of members of the Union that it wishes to employ including a reasonable number of alternates;
 - (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), and shall endeavour to accommodate the Employer's request under (a) (iii) hereof except that nothing herein shall require the

the Union to supply the specific person or persons requested. The Union, however, shall be required (upon receiving a written request from the Employer) to provide full disclosure of all information as to why a particular person or persons cannot be provided.

- (c) Where a call is in respect of work to be carried out during or prior to a performance by Employees working the performance, such calls shall commence at least thirty (30) minutes prior to commencement of the performance.
- (d) Where an Employee is called to work the opening performance and where said performance requires a set-up before the performance, the Employee shall be called no less than one (1) hour before house opening. Should the set-up time be greater than one (1) hour before house opening then this Article 8.1(d) shall not apply.

9. CANCELLATION OF CALL

- 9.1 The Employer shall cancel a call by notifying the Union of cancellation prior to sixteen (16) hours before the time of call. In the event such notice is not given to the Union prior to that time, then, unless the Union consents to such cancellation, 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 sixteen (16) 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.
- 9.2 When a residency in the theatre is longer than one day then this Article shall apply only to the first day of the residency. All subsequent calls shall be set at the completion of the current 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 a Dark Day;
- (d) Where a call requires work to commence between midnight and before 6:00 a.m., all time worked that day.

11.3 (a) All time worked on a Public Holiday shall be paid for at double (2 times) the straight time rate of pay excepting when a Public Holiday falls on a Dark Day.

(b) When a Public Holiday falls on a Dark Day the next day shall be deemed a Public Holiday for the purpose of Article 11.3(a).

(c) 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) Thanksgiving Day
- x) Remembrance Day

- xi) Christmas Day
- xii) Boxing Day
- xiii) 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.

11.4 While Sunday has been the traditional Dark Day, the Employer has the right to designate the Dark Day as being any day of the week by giving the Union ninety (90) days written notice. Notice will be given no less than ninety (90) days before the first technical set-up day for each production.

12. VACATION PAY

12.1 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. MEAL BREAKS

13.1 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.

13.2 No unpaid meal break shall be allowed during a call of five (5) hours or less.

13.3 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.

13.4 No meal break shall be set so as to result in an Employee who is working the performance, returning from such meal break at a time less than thirty (30) minutes prior to commencement of the performance.

13.5 Employees in the Hair/Wigs and Makeup departments, other than the Department Heads, may be scheduled to take a one-half hour (30 minutes) paid meal break during rehearsals and performances. Employees are not required to remain in the theatre during any such breaks. The Employer is responsible for scheduling such individual meal breaks to accommodate the needs of each production, and accepts full responsibility for any consequences to the production. It is understood that the scheduling of such breaks will not be possible for all productions.

14. MEAL PREMIUM

14.1 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 at one and one-half (1.5) times the rate applicable at the beginning of the fifth hour until relieved for a meal break.

14.2 If one call 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. If the call extends beyond five (5) hours, the Employees shall be paid at one and one-half (1.5) times the rate applicable at the beginning of the sixth hour. In the event that a meal break falls due during a performance and the time of call has been set no earlier than thirty (30) minutes prior to the commencement of the performance, the meal break shall be postponed without premium to the completion of that performance.

15. MINIMUM CALL

15.1 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.

15.2 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.

15.3 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, except in the case of a strike after a performance at which time an Employee shall be paid not less than three (3) hours at the applicable rate of pay.

15.4 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.

16. SAFETY

16.1 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.

16.2 Safety procedures will be followed and safety equipment provided by the Employer will be used by the Employees.

17. PAYMENT OF WAGES

- 17.1 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.
- 17.2 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.

18. HEALTH & WELFARE AND RRSP PLANS

- 18.1 Health & Welfare Plan - The Employer will pay into the Local 118 Trust Account 8.0% of the straight time grip rate, coupled with the Vacation Pay for that rate, as per Schedule "A", for every hour worked for every Employee under this Contract.
- 18.2 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 Trust Account. 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.
- 18.3 Retirement Savings Plan - The Employer will contribute and remit to the I.A.T.S.E. Local 118 Trust Account 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.
- 18.4 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.

19. REMOVAL OF EMPLOYEE

- 19.1 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, Director 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.
- 19.2 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.
- 19.3 Any Employee dismissed wrongfully pursuant to Article 19 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.

20. GRIEVANCE PROCEDURE

- 20.1 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 Stage Manager or other person authorized by the Employer;
 - (b) If no settlement is reached, the Steward and the Stage Manager or other such person 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.

21. LOCKOUT AND STRIKES

- 21.1 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.
- 21.2 It is understood and agreed that refusal to cross a legal picket line shall not constitute a breach of this Agreement.

22. MANAGEMENT RIGHTS

- 22.1 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 President or a designated member of the Union's Executive Board.

23. EXISTING TERMS AND CONDITIONS

- 23.1 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.

24. UNION RIGHT OF ENTRY

- 24.1 (a) 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.

(b) The Steward designated to represent the Employees on the production shall be permitted to perform Union business provided such business pertains to the current production, without loss of pay. The Steward shall advise the Employer's representative prior to leaving their duties.

25. COST OF LIVING ADJUSTMENTS

- 25.1 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%.

26. SPECIAL CONDITIONS

26.1 Sound Assistant - A sound operator will be designated as a sound assistant if two or more mixing consoles are used on a production, i.e., main mix and monitor mixing boards.

26.2 Minimum Crews

(a) For the purposes of this Agreement productions shall be grouped into four (4) categories:

Class A: No sound and minimal lighting; no props or scenery; minimum house crew, two (2) – Head Carpenter and Head Electrician.

Class B: Straight Truck (20 ft. or greater), no hanging pieces; minimum crew, six (6) - four department heads plus two.

Class C: One Semi-Trailer, single truss supported by ground hoists, no hanging pieces; minimum crew, eight (8) - four department heads plus four.

Class D: One Semi-Trailer, two trusses supported by ground hoists, no hanging pieces; minimum crew, ten (10) - four department heads plus six.

(b) Where scenery, drapes, lights and/or sound equipment are hung, add Head Fly Operator or High Rigger, and Fly Grip (to load counterweights) or Ground Rigger, where applicable.

(c) These minimums shall not include Car/Truckloaders.

26.3 (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 stage work after unloading is completed during the set-up, and prior to loading during the strike. Decisions as to the commencement of loading during the strike will be made by the Employer.

(c) Where there is only one heavily stacked straight truck to be loaded or unloaded, crew on the set-up or strike will be reclassified as Car/Truckloaders for a minimum period of four (4) hours. In this case, those crew members reclassified as Car/Truckloaders shall continue to work on stage after unloading is completed or before loading commences.

26.4 Assistant Fly operator - the Employer agrees to this classification only under the following conditions which must be taken in their entirety:

(a) A fly operator may be designated as a fly assistant if 3 or more fly operators shall be employed, and

(b) Such designation shall be approved by the Technical Director or the Employer's designated representative after consultation with the Union and shall not be unreasonably withheld if justification warrants such hiring. It shall be understood that a common sense and practical attitude shall prevail from both sides.

- (c) In the case of a travelling show which employs a fly operator then there will not be any need for a fly assistant, provided the road fly operator is available to work on the fly floor.

26.5 Wardrobe

- (a) All Wardrobe 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.
- (b) Wardrobe personnel shall not be held responsible for the safe-keeping of valuables or other personal belongings of performers.

26.6 Travel Expenses

Should Employees be required to travel outside the following Municipalities: Vancouver, Burnaby, New Westminister, North Vancouver, West Vancouver, or Richmond, the following conditions shall apply:

- (a) Accommodation expenses shall be paid by the Employer. Accommodation shall be the same as that provided to others, i.e. Musicians.
- (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 \$0.58 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.

26.7 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 1 hammer, 1 screw driver with Robertson #7 and #8, Phillips #2 and slot bits, 1 adjustable crescent wrench and 1 pair of pliers.

26.8 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.

26.9 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.

26.10 Production Personnel

With regards to the longstanding past practice of hiring a Production Carpenter and a Production Electrician, the Employer may also hire a Production Hair, Wigs, and Make-up. This person shall be in addition to the department head called in the normal manner, and may be selected by the Employer. The Employer shall hire a member of the Union, but should no qualified members be available the Employer can then recruit and employ a non-member for the position on a permittee basis, provided that person applies for membership upon becoming eligible.

27. WORKPLACE DISCRIMINATION & HARASSMENT

27.1 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.

27.2 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.

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

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

28. SCHEDULES

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

29. SAVINGS CLAUSE

29.1 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.

30. 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"

Effective Date July 1, 2019 (increase over previous contract's rate of 3%)

1. Stage Carpenter	\$ 42.55
2. Production Carpenter	\$ 42.55
3. Production Electrician	\$ 41.38
4. Head Electrician	\$ 40.30
5. Head Fly Operator	\$ 40.30
6. Head Properties	\$ 40.30
7. Head Sound	\$ 40.30
8. Head Wardrobe	\$ 40.30
9. Production Wigs	\$ 41.38
10. Head Hair & Wigs	\$ 40.30
11. Head Make-up	\$ 40.30
12. Head Video	\$ 40.30
13. Projectionist (Video/Film)	\$ 40.30
14. Camera Operator	\$ 40.30
15. Spot Operator	\$ 38.14
16. Special Operator	\$ 38.14
17. Assistant Carpenter	\$ 37.56
18. Assistant Electrician	\$ 37.56
19. Assistant Fly Operator	\$ 37.56
20. Assistant Properties	\$ 37.56
21. Assistant Sound	\$ 37.56
22. Ground Rigger	\$ 37.56
23. Supervisory Hair & Wigs	\$ 37.56
24. Assistants Supervisory Make-up	\$ 37.56
25. Assistants Preset Operator	\$ 37.56
26. Grips	\$ 34.99
27. Dresser	\$ 34.99
28. Hair & Wigs Attendants	\$ 34.99
29. Make-up Attendants	\$ 34.99
30. Loader (Car/Truck)	\$ 41.95
31. High Rigger	\$ 54.61

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

LETTER OF AGREEMENT #2A

Temporary Change to H&W Contribution Rate

In order to contribute, as a partner in the Arts, to the continued viability of the VOA, the Union agrees to a temporary reduction of 0.5% in the employer contribution rate to the H&W Trust (as outlined in Article 18.1). For the term of the contract (July 1, 2019 to June 30th, 2020) the rate shall be reduced from 8.0% of the grip rate (plus vacation pay) per hour worked to 7.5% of the grip rate (plus vacation pay) per hour worked.

For the Employer: _____ **(initials)** **For the Union:** _____ **(initials)**

Name: _____

Name: _____

Position: _____

Position: _____

SUMMARY OF LETTERS OF UNDERSTANDING

January 26, 1996

Letter of Understanding from Robert Hallam, General Director VOA to Ian Schierbeck, Business Manager I.A.T.S.E. Local 118

Re: Jurisdiction

Vancouver Opera agrees that when a full production originally presented in any of the Civic Theatres or any other theatre which is the site of the main productions of the employer is moved to a second theatre, whether a Civic Theatre or not, Article 5 (Jurisdiction of Work) of the Collective Agreement shall apply at that second theatre.

Appendix A – VOA Policy Statement on Discrimination, Bullying and Harassment

Prohibition Against Discrimination, Bullying and Harassment

Policy Statement

Vancouver Opera (“VO”) is committed to providing a working environment where all workers are treated with dignity and respect. We believe that every worker has the right to work in an atmosphere that promotes equal opportunities, and that is free from Discrimination, Bullying and Harassment.

It is the policy of VO that Discrimination, Bullying and Harassment will not be tolerated. Workers who engage in such behaviour will be subject to discipline, up to and including termination of employment for just cause.

Definitions

“*Discrimination*” means discrimination in employment based on a person’s sex, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age, or criminal conviction unrelated to the person’s employment.

“*Bullying and Harassment*” includes any inappropriate conduct or comment by a person towards a worker of VO that the person knew or reasonably ought to have known would cause that individual to be humiliated or intimidated, but excludes any reasonable action taken by VO or a supervisor relating to the management and direction of workers of VO or the place of employment.

Examples of Bullying and Harassment include, but are not limited to, such things as:

- ☒ words, gestures, actions or practical jokes, the natural consequence of which is to humiliate, ridicule, insult or degrade;
- ☒ threats or intimidation;
- ☒ cyber bullying – which generally refers to Bullying and Harassment which occurs through the use of text messaging, social media, e-mail and/or the internet;
- ☒ physical assault; or
- ☒ persistent rudeness, taunting, malicious gossip, patronizing behaviour, vandalizing belongings or other conduct which adversely affects working conditions or work performance.

Discrimination and Harassment include Sexual Harassment.

“*Sexual Harassment*” means conduct or comments of a sexual nature that is unwelcome, and that detrimentally affects the work environment or leads to adverse job-related consequences. Sexual harassment includes, but is not limited to, such things as:

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Updated July 1, 2019

- ☒ unwanted touching;
- ☒ unwelcome sexual flirtations, advances or propositions;
- ☒ sexually suggestive, obscene or degrading comments or gestures;
- ☒ offensive jokes of a sexual nature;
- ☒ leering or staring;
- ☒ displaying or circulating pictures or other material of a sexual nature;
- ☒ unwelcome questions or remarks about a person’s sex life, appearance, clothing, etc.

Responsibilities of all Workers

All workers of VO must:

- ☒ not engage in Bullying and Harassment, or Discrimination against other workers of VO;
- ☒ report using the following procedures if Bullying and Harassment and/or Discrimination is observed or experienced; and
- ☒ apply and comply with this Policy.

Application

This policy applies to all VO workers, including full-time, temporary, casual, contract, and student workers. It applies as required by law to work and workplace-related conduct, including interpersonal and electronic communications, such as email.

Complaint/Reporting Procedure

Informal Resolution

A worker of VO who feels that he or she has been subject to, or who has observed, Bullying and Harassment and/or Discrimination in our workplace (the “Complainant”) is encouraged to begin by approaching the respondent, informing the respondent of his/her discomfort with the behaviour, and asking the respondent to stop. While this is often the simplest and most effective way to end the Bullying and Harassment and/or Discrimination, the Complainant is not obligated to confront the respondent.

If the Bullying and Harassment and/or Discrimination does not stop, or if the Complainant does not feel comfortable approaching the respondent directly, the Complainant must proceed to file a formal complaint or report.

Formal Complaint or Report

Workers at VO can report incidents or complaints of Bullying and Harassment and/or Discrimination verbally or in writing. Written reports are encouraged.

Incidents or complaints should be reported as soon as possible after experiencing or witnessing an incident. This allows the incident to be investigated and addressed promptly.

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Updated July 1, 2019

Workers will report any incidents or complaints to the Chief Financial Officer. If the Chief Financial Officer is the person engaging in Bullying and Harassing and/or Discriminatory behaviour, the worker will contact the General Director to address the complaint.

Workers must provide as much information as possible in the complaint, such as the names of people involved, witnesses, where the events occurred, when they occurred, and what behaviour and/or words led to the complaint. It is important that any supporting documentation, such as emails, handwritten notes, or photographs are attached to the complaint.

All complaints and reports will be taken seriously and will be dealt with fairly and promptly.

Investigation Procedure

If the subject matter of a complaint or report fits within the definition of Bullying and Harassment and/or Discrimination, it will be investigated. The investigation will be approached in an unbiased manner.

Investigations will be conducted by either the individual who received the complaint or report, or his or her designate, which may include an external investigator.

Both the Complainant and the respondent are entitled to a fair hearing. The investigator will interview the Complainant, the respondent, and any other witnesses the investigator believes may have information relevant to the complaint or report. The investigator will review any documents he or she considers relevant. The respondent will be given the details of the complaint or report, and will be provided with a reasonable opportunity to respond.

All investigation proceedings will be documented and upon completion of the investigation, the assigned investigator will prepare a report of findings with recommendations. The investigation report will be forwarded to the Chief Financial Officer (or the General Director, if applicable) who will ensure that it is stored in a manner that maintains the confidentiality of the report.

If a complaint or report is found to have merit, then appropriate remedial, corrective or disciplinary action will be taken. This action may include education and training or formal disciplinary or corrective action.

In appropriate circumstances individuals may be encouraged to seek medical advice or other support in the community.

Confidentiality

Complaints and reports of Bullying and Harassment and/or Discrimination involve confidential and sensitive matters. Confidentiality is required so those who may have experienced Bullying and

Harassment and/or Discrimination will feel free to come forward, and the reputations and interests of those accused are protected.

All individuals involved in a Bullying and Harassment and/or Discrimination complaint or report must maintain the confidentiality of any information they receive during the course of the investigation process. Any individual breaching confidentiality may be subject to disciplinary or corrective action.

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Updated July 1, 2019

Subject to disclosure which is required by law or is necessary to investigate or resolve a complaint or report, VO will make every effort to keep confidential any information pertaining to the complaint.

Retaliation

Retaliation of any kind against a worker of VO who, in good faith, files a complaint or report of Bullying and Harassment and/or Discrimination will not be tolerated.

Frivolous Complaints or Reports

Complaints or reports of Bullying and Harassment and/or Discrimination are serious matters. Workers of VO who are found to have made frivolous, vexatious, or malicious complaints of Bullying and Harassment and/or Discrimination may be subject to disciplinary or corrective action, up to and including termination of employment for just cause.

Annual Review

This Bullying, Harassment and Discrimination Policy will be reviewed as often as is necessary, but at least annually.