

COLLECTIVE AGREEMENT

Between

The Vancouver East Cultural Centre

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



STAGE TECHNICIAN EMPLOYEES AGREEMENT

Effective June 1, 2021 until May 31, 2024

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STAGE TECHNICIAN EMPLOYEES AGREEMENT

This Agreement, dated for reference this 1st day of June, 2021

BETWEEN:

The Vancouver East Cultural Centre
(hereinafter called the "Employer")

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
(hereinafter called 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 a 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, the two parties sign this Agreement in good faith.

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 but not limited to 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 7th, 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 32 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 Employer and Union, by mutual consent or decision of the Labour Relations Board, decide to include within the Bargaining Unit.

- 3.2 Wherever in the wording of this 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 or 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 manner as not to interfere unduly with the normal operations of the Employer.
- 5.2 The Employer agrees to provide bulletin boards in the crew room and the office area for the purpose of posting official Union notices that 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 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 PROGRAMME CREDITS AND UNION EMBLEM

- 7.1 The Employer and the Union agree to display the I.A.T.S.E. Local 118 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 I.A.T.S.E. Local 118 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.
- 7.2 It is agreed that the Employer may use the Union Emblem on items, products and scenic elements produced in its shops by Employees. It is also agreed that the Emblem shall be of mutually acceptable size and placed in a location or locations acceptable to the Employer and the Union. It is understood that the Union Emblem shall remain the property of the Union and at no time shall the Employer use the Union Emblem in a manner that is detrimental to the interest and welfare of the Union. Upon evidence that the Employer is using the Union Emblem in a manner that is detrimental to the members of the Union then the Employer's right to use the Emblem will be withdrawn.

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: to hire and direct the work force, to discharge, suspend or otherwise discipline an Employee for just cause.
- 8.2 The Production Manager may from time to time assist with Bargaining Unit work up to the extent that this does not displace what would be a normally scheduled shift and does not exceed one hour of Bargaining Unit work per day.

ARTICLE 9 NO STRIKE BREAKING

- 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 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, 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 **"Season"** means a period of at least 6 consecutive months.
- 13.2 Full-time Regular Employees, Full-time Seasonal Employees and Part-time Seasonal Employees, as defined in section 13.5, 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 probationary period. Promoted Employees may return to their original position by request of the Employee or for just cause.
- 13.3 Temporary/Casual Employees, as defined in section 13.5, will be considered probationary Employees until they have completed one hundred and twenty (120) hours of employment with the Employer.

- 13.4 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.
- 13.5 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. Full-time Regular Employee positions shall include the Technical Director. The Employer may, by agreement with the Union, hire a Temporary/Casual Employee to replace a Full-time Regular Employee for vacation, parental leave, sick leave or other temporary relief;
 - (b) **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;
 - (c) **Full-time Seasonal Employee**, which is defined as an Employee hired for a Season and assigned work on a regular basis during such Season for a minimum of thirty-five (35) hours per work week;
 - (d) **Part-time Seasonal Employee**, which is defined as an Employee hired for a Season and assigned work on a regular basis during such Season for a minimum of twenty-four (24) hours per work week. Nothing shall prevent a Part-time Seasonal Employee from being scheduled to work thirty-five (35) or more hours per work week.
- 13.6 The Employer will inform Full-time Seasonal Employees and Part-time Seasonal Employees and the Union of the start date and the length of the Season no later than 10 weeks before the start of a Season. If the start of a Season will be more than eight (8) months after the end of their previous Season, then the Employer will layoff the Full-time Seasonal Employee or Part-time Seasonal Employee in accordance with ARTICLE 19.
- 13.7 Full-time Seasonal Employees and Part-time Seasonal Employees, subject to having sufficient ability, will have a right-of first refusal for work outside of their respective Seasons.
- 13.8 A Temporary/Casual Employee may be hired to replace a Full-time Seasonal Employee or Part-time Seasonal Employee on vacation, parental leave, sick leave or other temporary relief. Temporary/Casual Employees will not have their classification changed to Full-time Regular Employee, Full-time Seasonal Employee or Part-time Seasonal Employee unless specifically designated as such by the Employer.
- 13.9 It is agreed that 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 the Union in accordance with the Union's Constitution and Bylaws.

- 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 Seasonal Employees' length of service shall be calculated as the accumulated sum of the hours worked for the Employer.
- 14.4 Full-time Regular Employees' and Full-time Seasonal 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 Seasonal 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;
 - (e) layoff for the following periods after which an Employee's length of service will terminate:
 - (i) end of probationary period up to twelve (12) months: twelve (12) months length of service credit;
 - (ii) twelve (12) to thirty-six (36) months: eighteen (18) months length of service credit;
 - (iii) thirty-six (36) months to fifty-two (52) months: twenty-four (24) months length of service credit;
 - (iv) over fifty-two (52) months: thirty-six (36) months length of service credit.
- 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 if the Employee is rehired in accordance with ARTICLE 23.

ARTICLE 16 HIRING, PROMOTIONS, UPGRADING AND TRANSFERS

16.1 Hiring, promotions and filling of Full-time Regular, Full-time Seasonal and Part-time Seasonal Employee vacancies shall be based on these criteria in this order:

(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 according to 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, Full-time Seasonal Employee or Part-time Seasonal Employee 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 Vancouver East Cultural Centre Stage Roster (**the "Roster"**), second from the Union's membership list (**"Union Call List"**) and third with Employees with sufficient ability from the Employer Front of House Call List (**"FOH Call List"**) and finally with any other persons with sufficient ability to perform the job. The Employer agrees to award the job promptly according to the selection process outlined herein.

16.4 If ensuing vacancies for Full-time Regular, Full-time Seasonal and Part-time Seasonal Employee positions are caused by promotions or transfers within the Bargaining Unit, then such positions 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 such a Full-time Regular vacancy occurs without advance notice to the Employer, then 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.

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 An Employee who applies for and accepts a tour contract shall receive the rate of pay for that job.
- 16.10 Employees temporarily upgraded to a higher rated job shall receive the rate on the new scale.
- 16.11 Job selection for Full-time Regular, Full-time Seasonal and Part-time Seasonal Employee positions shall be subject to the grievance procedure.

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 Roster, secondly from the Union Call List, thirdly from the Employer's Front of House Call List, and fourthly from other persons with sufficient ability to perform the job.
- 17.3 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 The Union shall prepare the Call List, in consultation with the Employer, and ensure that persons on the Call List are identified in seniority order and are suitable for employment. The Union shall maintain and update the Call List in consultation with the Employer on a quarterly basis.
- 17.5 The Union shall take steps to ensure that persons placed on the Call List as department heads are qualified, including a one-hour unpaid orientation session at the VECC Venues for new Employees conducted in consultation with the Technical Director and/or Production Manager. An Employee will only be considered qualified to work as a department head at those VECC Venues for which they have had an orientation.
- 17.6 Calling Procedures:
 - (a) the Employer shall advise the person designated by the Union as the calling steward 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 and so advises the Union.
 - (b) Any of the Technical Director, Assistant Technical Director or the Production Manager shall, on behalf of the Employer, advise the Calling Steward of the time of the call, the number of Temporary/Casual Employees required, the category of work for each Temporary/Casual Employee, the approximate times and lengths of meal breaks, and the approximate duration of the call.
 - (c) Subject to the Employer's prior written approval, the Union shall not fill a call with any Temporary/Casual Employee if it results in either:

- (i) the Employee having a split shift; or
 - (ii) the Employee having less than 10 hours between shifts.
- (d) If the Employer wishes specific persons to fill head positions, a list of the members of the Union that the Employer wished to employ, including alternates, will be given to the Calling Steward.
 - (e) The Union shall endeavor to accommodate the Employer's request.
 - (f) If less than forty-eight (48) hours' notice is given for a call, then subsection (d) shall not apply, and nothing shall require the Union to supply the specific Temporary/Casual Employee(s) requested.
 - (g) The Calling Steward shall inform the Employer in a timely manner that the call has been filled and provide the names of the Temporary/Casual Employee or, if the call is still not filled twenty-four (24) hours prior to when needed, then provided the Employer advised the calling steward not less than ninety-six (96) hours prior to the time of the call, the Employer may hire other persons of sufficient ability.
 - (h) Replacements or substitutions for Temporary/Casual Employees hired for running crew will not be allowed except in the case of illness, injury, discipline for just cause, or at the request of either the Union or Employer and agreement of the other;
 - (i) Both the Employer and the Union will make every attempt to provide a gender-balanced workforce.
 - (j) All Department Head positions shall be the first hired and the last to be dismissed.
- 17.7 Commencement of Call: A call shall commence at least thirty (30) minutes prior to the scheduled commencement time of the performance except by mutual agreement.
- 17.8 Tools: All Temporary/Casual Employees assigned to fit-up/tear-down calls shall provide their own basic personal tools which shall include: crescent wrench with safety strap, matt knife, flashlight, gloves and CSA approved safety footwear. The Union shall provide a basic tool kit to be left at the VECC Venues located at 1895 Venables Street and 639 Commercial Drive, Vancouver, BC, for the use of Employees.

ARTICLE 18 CANCELLATION POSTPONEMENT OR REDUCTION OF A CALL

- 18.1 To cancel or reduce a call, in hours or size of crew without penalty; the Employer shall notify the Calling Steward 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 canceled call.
- 18.3 If the Employer has no alternate work for the Employees to do, the Employer shall pay to the Employees 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 canceled, then this Article shall be applied from the original time of call.

ARTICLE 19 LAYOFFS

- 19.1 The Employer will inform the Union with respect to any planned layoff. For certainty, the end of a Season is not a 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, Full-time Regular Employees and Full-time Seasonal (meaning layoff before end of Season) will receive three (3) weeks' notice or three (3) weeks' wages in lieu of notice. In the event of layoffs, meaning a layoff before the end of Season), Part-time Seasonal Employees will receive three (3) weeks' notice or three (3) weeks' wages, based on the average of wages paid over previous four (4) weeks worked, in lieu of notice.
- 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 with respect to 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 Temporary/Casual Employee. If the Temporary/Casual Employee chooses not to accept alternate work, then the Temporary/Casual Employee shall not be entitled to pay in lieu of notice.

ARTICLE 20 TEMPORARY / CASUAL EMPLOYEES – HOLDOVERS AND REMOUNTS

- 20.1 In the event of a holdover, the Employer shall advise the Union not less than one (1) week prior to the original closing date of the production. Employees affected will exercise their option to continue working the production or be replaced. This option must be exercised within twenty-four (24) hours of notice being given.
- 20.2 In the event of a remount of a production, the Employer shall advise the Union not less than one (1) month prior to the opening date of the remount. Temporary / Casual Employees who worked the original production will have the option to work on the remounted production. This option must be exercised within one (1) week of notice being given.
- 20.3 For the purpose of this ARTICLE 20, a week of notice shall be defined as commencing on the first one-half (1/2) hour of the call in a seven (7) day period.

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 the 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 practical, but not less than three (3) months notification of such layoffs or three (3) months' pay in lieu of said notice plus all other benefits for the same period. Also, the Employees shall receive severance pay pursuant to this Agreement;
 - (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 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, TRAINING AND TECHNICAL INTERNS

- 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 the 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 course.
- 22.4 The Union acknowledges the need to ensure that it is able to supply a workforce that is competent and qualified in all areas of stagecraft, now known or hereafter developed. In this regard, the Union will encourage its members to receive training from the Employer without compensation. In addition, the Union acknowledges that since the Employer's needs for qualified and competent Employees may exceed the number of Union members available from time to time to satisfy such needs, the Union agrees that the Employer may use the VECC Venues and its productions to provide training to up to two (2) college or university students per year in all areas of stagecraft provided that the students are chosen jointly by the Employer and the Union and the Employer does not organize the training of such students in a manner that would reduce the then-available work for the member of the Union. At the Employer's request, the Union will consider admitting into the membership of the Union such trained students that the Employer believes supplement the Union's workforce in areas of stagecraft that are not sufficiently represented by qualified and competent members of the Union.
- 22.5 The parties affirm that the Employer and the Union have a duty to foster the training and development of individuals that wish to enter into a career in technical support for the performing arts. To that end, the parties agree that:
- (a) the Production Manager, in consultation with the Union, shall select such individuals and designate them as "Technical Interns";

- (b) as a rule of thumb, Technical Interns shall be individuals that have worked less than two thousand (2000) paid hours as a stagehand;
- (c) on fitups or tear downs of four (4) or more people (excluding Technical Direction), the parties may agree to allow one (1) in four (4) Employees to be an Intern;
- (d) for the purposes of assignment to this work only, Interns shall be deemed to be members in good standing of the Union, in accordance with section 45.1;
- (e) interns shall be subject to the terms and conditions of this Agreement;
- (f) when an Intern has completed approximately one-half (1/2) of the hours necessary for membership in the Union, as determined by the Union's Constitution and By-Laws, the Technical Director shall consult with the Union with the objective of assessing the intern.

ARTICLE 23 REGULAR AND SEASONAL EMPLOYEE REHIRE

- 23.1 Following a layoff, Full-time Regular Employees, Full-time Seasonal Employees and Part-time Seasonal Employees shall be recalled into their most recently held regular job in order of their length of service.
- 23.2 Full-time Regular Employees, Full-time Seasonal Employees and Part-time Seasonal Employees, who accept and subsequently cannot perform the job satisfactorily, shall be returned to layoff status without prejudice.
- 23.3 The Employer's responsibility to recall Full-time Regular Employees, Full-time Seasonal Employees and Part-time Seasonal Employees will be considered to be fulfilled if the Employer gives notice in writing, by registered mail or electronic communications copied to the Union, 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, Employees may be recalled by telephone.
- 23.4 Full-time Regular Employees shall be eligible for recall for a period of one (1) year.
- 23.5 Full-time Seasonal Employees and Part-time Seasonal Employees shall be eligible for recall for one (1) year from the end of the most recent Season for which they were hired.

ARTICLE 24 ASSIGNMENT OF DUTIES, RESPONSIBILITIES AND JURISDICTION

- 24.1 The Employer agrees to assign duties including setup, operation, and strike of theatrical equipment, or work directly related, to Employees.
- 24.2 The Employer will not contract out work normally performed by Employees except upon mutual agreement. The parties agree that a third-party presenter who leases or rents a VECC Venue may hire additional technicians who may not be on the Roster or on the Union Call List as is deemed appropriate by the Production Manager. Such use of non-Bargaining Unit persons is subject to challenge and the grievance procedure. The

Parties agree that third-party usage of the VECC Venue theatre equipment requires the minimum crew of one Employee.

- 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 an Employee.
- 24.4 All Bargaining Unit work performed in the VECC Venues shall be performed by Employees, except as specifically provided by this Agreement.
- 24.5 When a third party contracts the Employer to construct or setup a stage set or to rent, loan or lease a VECC Venue, then Employees shall be assigned to perform the work involved except:
- (a) for rehearsals and workshops for which only house and work lights are used;
 - (b) At the Greenhouse where the Employer reasonably determines that the theatrical equipment used is of such a quantity and complexity that the presence of an Employee is not warranted;
 - (c) the Employer has the right to subcontract the supply and construction of materials without restriction if such falls outside the work usually performed by Employees;
 - (d) because the Employer and the Union recognize the past practices and conditions in regard to community access to the Vancouver East Cultural Centre workshop and of the need to continue to make these facilities available. When the Vancouver East Cultural Centre workshop is leased, loaned, rented or otherwise engaged by nonprofit community groups to construct sets, set pieces, props or other theater related apparatuses, at the community group's request and with the Employers approval the Union will permit non-Bargaining Unit persons to do the work; and no reasonable request will be denied;
 - (e) as otherwise agreed by the Employer and the Union.
- 24.6 It is understood that all non-Bargaining Unit persons working under section 24.5(d) shall be made aware, by the Employer, and be governed by all the safety rules, regulations and procedures as set forth by WorkSafeBC 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 Vancouver East Cultural Centre workshop and the suspension by the Union of subsection 24.5(d). Future requests by the same party for exemption may be refused by the Union.
- 24.7 Non-Bargaining Unit persons may perform Bargaining Unit work in an emergency or in order to train Employees.
- 24.8 It is understood that the following work practices by persons outside the Bargaining Unit are recognized by the Union, and the Employer shall not be required to alter such practices:

- (a) designers may continue the current practice of performing Bargaining Unit work related only to the execution of the artistic aspects of their job;
- (b) volunteers, grant workers, students on practicums and persons on job training programs may perform Bargaining Unit work. The Employer agrees to present to the Labour-Management Committee, prior to implementation, a full disclosure including numbers of persons, dates of employment, hours of employment and the assignment of duties. Such persons shall work under the direction of Employees while Bargaining Unit work is being performed;
- (c) stage management may perform Bargaining Unit work as follows:
 - (i) a Stage Manager and one (1) Assistant Stage Manager may be assigned Bargaining Unit work after at least one (1) Bargaining Unit member is hired to perform the work.

24.9 It is agreed that section 24.8 shall not be used to:

- (a) eliminate or avoid the hiring of Bargaining Unit members as Employees;
- (b) cause a reduction in hours of work, a layoff or a termination of Employees, or to avoid the recall of Employees on layoff or to avoid the payment of penalties or premiums to Employees or, as a result of working on a continuing basis, prevent an increase of workforce or to replace an Employee on leave or vacation.

24.10 Employees shall be contracted for the setup, 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. An Employee that works the setup or strike shall work the entirety of that setup or strike. When a setup and strike fall on the same day, Employees that work the setup shall also work the strike.

24.11 In situations where it is not practical for reasons of required days off or excessive overtime for an Employee to work the set-up, run and strike, the Employer may engage a different Employee to assume all or a portion of these duties. Where safety concerns arise in respect to the 10 (ten) hour turn-around between strike and set up of a new production/installation, the Employer and the Union will determine whether a sufficient break is provided for on a case by case basis.

24.12 Notwithstanding section 24.9:

- (a) the Employer shall not be required to schedule Employees so that they encroach upon the "turnaround" period as detailed in subsection 36.4(e);
- (b) when a house restore falls on the same day as a strike, Employees that work the show shall not work more than two (2) hours of the restore.

ARTICLE 25 VOLUNTEERS

25.1 The Union recognizes that the Employer is a non-profit community theatre based on community involvement at all levels of the operation. Its mandates are to develop the

skills of the community users and to provide the VECC Venues and services for the use of community groups at a reasonable cost. Therefore, the Employer may use volunteers for positions within the Bargaining Unit as follows:

- (a) for fundraiser, development events and membership events directly for the benefit of the Employer;
- (b) for non-professional productions of community arts groups;
- (c) for non-professional productions by arts groups who are not located in Vancouver, provided the Union is advised in writing on a per-production basis at least thirty (30) days prior to the first day of the booking;
- (d) the ratio of volunteers to Employees shall not exceed two (2) volunteers to one (1) Employee on the stage deck or in the dressing areas and green room unless otherwise mutually agreed.

25.2 The use of volunteers shall be in accordance with past practice. In the event any question arises with respect to such past practice it shall be referred to the Labour-Management Committee for recommendation to the parties;

25.3 Volunteers may be used under the following conditions:

- (a) volunteers will report to the Technical Director or other Employer designate and will be under the direction and supervision of Employees;
- (b) volunteers will only be permitted to work on the stage deck and in the wardrobe department;
- (c) the start, finish and break times will be the same for volunteers as for Employees;
- (d) volunteers receive no remuneration or honoraria for work performed on a volunteer basis;
- (e) the Union and its members shall not be held liable for any action or lack thereof of volunteers.

25.4 Student volunteers from provincially recognized educational institutions with recognized stagecraft courses may receive instruction or may observe areas of the operation for educational purposes or may handle and operate equipment, provided that they are not necessary for actual operation of the production and no Employee is displaced;

25.5 Volunteers may not replace department heads.

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 they were 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 any scenery, properties, effects, drapes, drops or other stage décor, or any electrical stage 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 Health and 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 Labour-Management Committee and the *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 Facility:** 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; refuse to hire, 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 refusal to hire, discipline or dismissal of any Employee, the Employer has the onus of showing just cause.
- (b) If, in the opinion of the Union, the Employer fails to establish just cause for refusal to hire, discipline or 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 Production Manager, Technical Director, Assistant Technical Director, Stage manager, Director or Designer;
 - (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;

- (viii) a breach of section 17.8.
- (d) For clarity, publicly expressed negative criticisms of the Employer, the VECC Venues, presentations at the VECC Venues, theatre patrons, third party performers and renters of the VECC Venues by an Employee shall constitute unsatisfactory performance of the Employee's duties.
- (e) The parties agree to apply the principles of progressive discipline.
- (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 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 of 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 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 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, email, 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 as 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 Production Manager 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 from the Union. The Employer shall be represented by two (2) 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 General Manager of the Employer. 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 an 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's grievance must be notified of, and may attend, or may be required to attend, on the request of either party, any meeting described in section 29.2.

29.9 **Time Limits:**

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

29.10 Employees shall suffer no loss of pay or other benefits while attending grievance meetings with the Employer.

ARTICLE 30 WORK WEEK SCHEDULE

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

30.2 Full time Regular Employees and Full-time Seasonal 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 Seasonal Employees shall be guaranteed a minimum of twenty-four (24) hours per work week. The hours of work shall be exclusive of meal periods but inclusive of breaks.
- 30.4 **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.
- 30.5 **Split Shifts:** Split shifts, which are defined as any shift that has a break longer than one hour, may be scheduled by the Employer provided that:
- (a) no shift of less than 6 hours may be split;
 - (b) no segment of a split shift may be less than 2 hours in length;
 - (c) no shift may be split more than once; and
 - (d) all split shifts must be worked within a twelve (12) hour period.
- 30.6 If, despite subsection 30.5(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 36.6.

Posting of Schedules

- 30.7 Full-time Regular, Full-time Seasonal and Part-time Seasonal Employees' schedules for any work week shall be posted weekly one week in advance in a consistent place except for schedules covering a production week in which case the schedule will be posted as early as possible but in no event later than Thursday prior to the week in question. It is recognized that the building and equipment maintenance position is scheduled on an as and when required basis.
- 30.8 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 Each Employee's schedule shall state clearly daily starting time, finishing time, and days off.
- 30.10 In the event that the Full-time Regular, Full-time Seasonal or Part-time Seasonal 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.
- 30.11 After posting there shall be no reduction in the number of hours scheduled for any day in the week without notice being given by the end of the Employee's shift prior to the day in question.

- 30.12 An Employee's days off will not be changed once the schedule has been posted, unless mutually agreed.
- 30.13 **Change of Start Time:** 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, then the Employee shall be credited with all hours originally scheduled plus any additional hours. This Article does not apply to an Employee who is covering the first (1st) day of absence of another Employee.
- 30.14 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.
- 30.15 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 All overtime, meal penalties and premiums must be authorized by the Production Manager and/or Technical Director or Employer designate, before it is worked.
- 31.3 Payment for overtime work, premiums and penalties 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.
- 31.4 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 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.
- 31.5 Employees assigned off premises shall submit timesheets as soon as is possible upon returning from such assignment.
- 31.6 Employees will be paid bi-weekly, at 4:00 p.m. every other Thursday, for work completed to the preceding Saturday.
- 31.7 Temporary/Casual, Full-time Seasonal and Part-time Seasonal Employees will have their vacation pay paid bi-weekly at the applicable rate as defined by section 40.9.

31.8 In the event a new Bargaining Unit position is created, a basic 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	June 1, 2022	June 1, 2023
Technical Director	\$31.75	\$32.71	\$33.69
Assistant Technical Director	\$27.71	\$28.54	\$29.39
Department Head / Venue Tech with premium	\$25.81	\$26.33	\$26.86
Department Head / Venue Tech	\$24.36	\$24.85	\$25.35
Grip	\$22.94	\$23.40	\$23.87
Intern	\$19.59	\$19.98	\$20.38

32.2 It is understood between the parties that the terms "Head" and "Grip" apply to carpenter, electrician, follow spot, properties, riggers, flies, scenic artist, sound, video, theatre maintenance, wardrobe including hair and wig stylists and make-up.

32.3 The Department Head premium rate will be paid to Employees at the Employer's discretion, and the Employer will maintain a list of these Employees. The Employer will inform the Union of any changes to the list.

ARTICLE 33 MEAL PERIODS

33.1 Meal Breaks:

- (a) either of the following shall be defined as constituting a "meal break":
 - (i) one continuous, unpaid hour, within which the Employee can eat their meal;
 - (ii) one continuous, paid one-half (1/2) hour, within which the Employee can eat their meal. The rate of pay shall be that which is prevailing during the one-half (1/2) hour period.
- (b) the maximum length of time allowed between meal breaks shall be four (4) hours, except that the time may be extended to a maximum of five (5) hours, provided such extension occurs only once during a day, when circumstances require the extension of such meal break;
- (c) if an Employee is required to remain on duty after the maximum time, as defined in subsection (b), such Employee shall be paid at one and a one-half (1-1/2) times the rate applicable at the beginning of the next hour until relieved;

- (d) the Employer shall not call an unpaid meal break less than two (2) hours from the beginning or the end of the shift, or less than four (4) hours from the end of the previous unpaid meal break;
- (e) in the event that a meal break falls due during a performance and the time of call has been set no earlier than one (1) hour prior to the commencement of the performance, then the meal break will be postponed without premium to the completion of that performance.
- (f) no unpaid meal break shall be allowed during a shift of five (5) hours or less;
- (g) no meal break will 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;
- (h) meal breaks and rest periods for Employees working on the same crews and meal breaks and rest periods for different crews may be staggered if it is appropriate to the activity which the Employee(s) are engaged in or at the request of the Employer.

33.2 In the event that Employees are scheduled to work where no facilities to obtain an appropriate meal are readily available for the crew during their assigned second meal period, the Employer shall:

- (a) allow the crew sufficient added time to obtain an appropriate meal; or
- (b) at Employer expense, furnish the crew with an appropriate meal.

ARTICLE 34 BREAK PERIODS

- 34.1 Rest Breaks: A fifteen (15) minute rest period shall occur roughly mid-way through each four (4) hour work period. The break shall occur at a time which is appropriate to the activity the Employee is engaged in and may be deferred or cancelled at the discretion of the Employer and the Employer agrees to utilize such discretion on a reasonable basis. Notwithstanding any other Article in this Agreement when this break is cancelled, then fifteen (15) minutes will be added to the time worked on the call and paid at prevailing rate in effect at the end of the call.
- 34.2 Break periods may be taken in conjunction with a meal period where there is mutual agreement.
- 34.3 It is agreed that break periods may not be possible during a performance or a rehearsal call.
- 34.4 Necessary pick up and wash up time will be allowed prior to quitting time and meal breaks.

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 AND TIME BANK

- 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 The Employer may establish a time bank for all Full-time Regular Employees and Full-time Seasonal Employees (**the "Time Bank"**).
- 36.3 The Time Bank will be subject to the following conditions:
- (a) the Employer may assign the Employee paid time off in lieu of paying overtime, meal penalty or payment for statutory holidays;
 - (b) time will be converted to straight time before being banked or when withdrawn. For example, if an Employee works 3 hours of overtime and 1 hour of double time, up to 6.5 hours may go into the Time Bank. If an Employee has a negative balance of 6 hours in the Time Bank, then the Employee will work the equivalent of 6 hours straight time;
 - (c) all positive balances in the Time Bank will be paid out and any negative balances voided:
 - (i) by August 31 annually for Full-time Regular Employees;
 - (ii) within 2 weeks of layoff for all Employees; and
 - (iii) within 2 weeks of the end of the Season for Full-time Seasonal Employees;
 - (d) for greater certainty, the Employer will not set-off the amount owing on a Full-time Seasonal Employee's final pay cheque at the end of the Season; and
 - (e) the Time Bank will be limited to a maximum positive balance of eighty (80) hours and a maximum negative balance of twenty (20) hours.
- 36.4 **Overtime Rates:** 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 in excess of forty (40) hours per week;
 - (c) all hours worked on a scheduled day off up to eight (8) hours;
 - (d) all 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) all 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;
- (f) all time worked at or after midnight and before 8:00 a.m. regardless of time of call;
- (g) when a call requires work to commence at or after midnight and before 6:00 a.m., all time worked that day.

36.5 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 forty-eight (48) hours in a work week;
- (c) time worked in excess of eight (8) hours on a scheduled day off;
- (d) time worked in excess of eight (8) hours after encroaching on a turnaround period;
- (e) all time worked on the seventh consecutive day, after which, for the purpose of calculating overtime, the count of days worked shall be reset to zero.

36.6 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 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 the VECC Venues. In the event an Employee wishes to utilize Employer-supplied transportation, arrangements will be made to leave from the VECC Venues in time to report to the assigned worksite.
- 38.2 Travel time, paid:
- (a) time spent travelling will be considered time worked except as otherwise provided in this Agreement;
 - (b) after the commencement of a shift, time spent travelling within the Metro Vancouver Regional District will be considered time worked;
 - (c) in the event Employees are assigned to work outside of the Metro Vancouver Regional District, time spent travelling from the original report point will be considered time worked.

Overnight stays

- 38.3 When an Employee is assigned to an out of town location and is required to remain overnight, the Employer will arrange reasonable double room accommodation with a shower and/or bath.
- 38.4 Employees requiring overnight accommodation shall receive meal allowances at the rates set in Canadian Revenue Agency Travel Directive, Appendix "C", for Meals and Accommodations.
- 38.5 Employees will be given an advance to cover expenses upon request. Such request shall be made with reasonable notice.

ARTICLE 39 TOURING AND CO-PRODUCTIONS

- 39.1 A production will be considered a co-production when costs and liabilities are substantially shared equally between the Employer and other producer(s).
- 39.2 A co-production is not considered to be a touring production when presented in a co-producer's venue. When a co-production is presented in the co-producer(s) venue(s) the co-producer(s) may use their own employees.
- 39.3 Where a co-production is co-produced or built by the Employer and moved to the first co-producer's venue, then the Employer agrees to ensure that sufficient Employees are employed as are necessary to supervise the installation of the production in the co-producer's venue. If a co-production move to another venue and subsequently becomes a touring production, then section 39.4 shall apply;
- 39.4 Where a touring production of another producer that is unionized is performed at the VECC Venues, it is understood and agreed that the provisions of the Yellow Card shall

apply. If the producer of the touring production is not unionized, then the Employer agrees to use Employees for the set-up, run and strike the production.

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 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, Full-time Seasonal Employees and Part-time Seasonal Employees shall receive payment in lieu of a vacation at the following rates:
- (a) less than one (1) years length of service at four (4%) percent of gross earnings;
 - (b) one (1) year 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 holidays are as follows:

New Year's Day	Christmas Day	Thanksgiving Day	BC Day
Boxing Day	Canada Day	Victoria Day	Good Friday
Remembrance Day	Labour Day	Family Day	
National Day of Truth and Reconciliation.			

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

41.2 It is understood that the payment of 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 other religious holiday.

41.5 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%). 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, the rate of which will be at time and one-half) 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 worked up to eight (8) hours and three (3) times for any hours after that.

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 Personal Leave:** When a Full-time Regular, Full-time Seasonal or Part-time Seasonal 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. Full-time Seasonal and Part-time Seasonal Employees are not entitled to paid leave outside of a Season.

- 42.3 Upon request of a Full-time Regular and Full-time Seasonal or Part-time Seasonal Employee, compassionate leave without pay will be extended where possible up to a maximum of 12 months.
- 42.4 In the event that an 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.

Parental Leave and Adoptive Leave

- 42.5 Except as provided in this Agreement, the parental leave provisions of the *Employment Standards Act* are applicable to the Employees covered by this Agreement.
- 42.6 A Full-time Regular and Full-time Seasonal Employees with a newborn child or who adopts a child is entitled to a two-week paid leave of absence. A Part-time Seasonal Employees 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. Full-time Seasonal and Part-time Seasonal Employees are not entitled to paid leave outside of a Season.
- 42.7 Any Employee who intends to take a leave of absence under section 42.6 shall:
- (a) 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
 - (b) inform the Employer in writing of the length of leave intended to be taken.
- 42.8 Upon request, in addition to a leave of absence under section 42.6, the Employer may permit a further unpaid leave of absence of up to six (6) months.
- 42.9 **Jury Duty:** Full-time Regular and Full-time Seasonal 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. For certainty, Full-time Seasonal Employees are not entitled to paid leave outside of a Season.

ARTICLE 43 SEVERANCE PAY

- 43.1 In the case where a Full-time Regular Employee who had 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 (prorated) with the Employer to a maximum of eight (8) weeks pay.
- 43.2 In the case where a Part-time Seasonal Employee or a Full-time Seasonal Employee who had 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

(prorated) with the Employer to a maximum of eight (8) weeks pay, with such pay to be based on the average number of hours worked over the twelve (12) months prior to lay off.

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, Full-time Seasonal Employee or Part-time Seasonal Employee for two (2) weeks of absence from work due to illness or accident as follows:
- (a) sixty percent (60%) of wages up to the current federal employment insurance maximum;
 - (b) the benefit will be payable for 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.
- 44.2 Full-time Seasonal Employees and Part-time Seasonal Employees are only entitled to paid disability leave during a given Season.

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 Contributions: The Employer will pay the following premium into the Union Health and Welfare Trust Fund: Six percent (6%) of Employee's earnings. Earnings shall include Vacation and Holiday pay for each Employee.

- 46.2 Registered Savings Plan, Employer Contribution: In addition to the above the Employer shall contribute and remit to the Union R.R.S.P. Plan, four percent (4%) of Employee's earnings. Earnings shall include Vacation and Holiday pay for each Employee.
- 46.3 Registered Savings Plan, Employee Contribution: The Employer will deduct an amount equal to that detailed in section 46.2 for every Employee employed under this Agreement and remit same to the I.A.T.S.E. Local 118 R.R.S.P. Plan.

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.
- 47.2 Upon hiring for a Season, Full-time Seasonal Employees and Part-time Seasonal Employees will commence the Season with six (6) days of paid sick leave credits and will accumulate additional paid sick leave credits at a rate of one (1) day per month beginning from the seventh month of the Season to a maximum of nine (9) days.
- 47.3 Following their first Season of employment, Full-time Seasonal Employees and Part-time Seasonal Employees may:
- (a) carry over a maximum of (three) 3 accumulated sick days to the beginning of the next Season (on the condition that such Season commences within 12 months of the end of the Employees' previous Season); and
 - (b) accumulate further paid sick leave credits at a rate of (1) per month beginning on the seventh month of the Season to a maximum of twelve (12) days.
- 47.4 Full-time Seasonal Employees and Part-time Seasonal Employees are not entitled to paid sick leave outside of a Season.
- 47.5 Extended sick 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.

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 am and do not have transportation other than public transit, the Employee may take a taxi and submit a receipt to the Employer for reimbursement up to a maximum of \$15;
- (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.

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.

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**, until **May 31, 2024**, both dates 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 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, then 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 7th day of December, 2021

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):



Jordan Both
IATSE 118 Business Agent

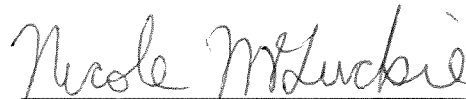


Derall Dunlop
IATSE 118 President

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



Heather Redfern
Executive Director



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.