

COLLECTIVE AGREEMENT

BETWEEN

**CAROUSEL THEATRE SOCIETY
Dba CAROUSEL THEATRE FOR YOUNG PEOPLE**

and

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

THIS AGREEMENT, DATED THIS 1st DAY OF July 2022,

BETWEEN

**CAROUSEL THEATRE FOR YOUNG PEOPLE
(hereinafter called "CTYP")**

AND

**THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOTION PICTURE
TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA, LOCAL 118
(hereinafter called "Local 118")**

TABLE OF CONTENTS

Preamble	3
Definitions	5
Article 1 – Purpose	8
Article 2 – Recognition and Scope	9
Article 3 – Working with Minors	12
Article 4 - Management Rights	13
Article 5- Seasonal Employee	14
Article 6- Call Procedures	16
Article 7- Rental or Lease of a Theatre by CTYP	17
Article 8- Cancellations	18
Article 9- Minimum Crews	19
Article 10- Hours of Work/Minimum Call	20
Article 11 Meal Breaks	21
Article 12 Remuneration and Payment of Wages	22
Article 13 Overtime	23
Article 14 Benefits	23
Article 15 Public Holidays	24
Article 16 Leaves of Absence	25
Article 17 Training	26
Article 18 Health and Safety	27
Article 19 Tools and Dress	29
Article 20 Personal Vehicle and Travel Expenses	30
Article 21 Program Credits	31
Article 22 Strike and Lockout	32
Article 23 Grievance and Arbitration Procedure	33
Article 24 Technological Change	34
Article 25 Sale or Lease of Business	34
Article 26 Term of Agreement	35
Article 27 Discipline and Dismissal	36
Article 28 Signatories	37
Appendix A British Columbia Labour Board Certification No. 838/2019	38
Appendix B Wage Rates	39

PREAMBLE

CTYP is an Employer within the meaning of the Labour Relations Code of British Columbia.

CTYP has been creating theatre for young people since 1976. Located on Granville Island in the heart of Vancouver, CTYP is Vancouver's professional mainstage TYA Company. Young People are not simply audience members at CTYP; they are active participants that are at the very centre of all that CTYP does.

The goal of CTYP is to empower young people and families through playful, imaginative, and accessible theatre experiences that develop emotional literacy.

CTYP believes that the arts, and specifically theatre, play a key role in a young person's development.

Young people can change the world, and CTYP believes theatre empowers them to do so.

As a core part of its practice, CTYP mentors emerging theatre artists, including actors, choreographers, directors, stage managers, designers, technicians and craftspeople through meaningful employment and training opportunities. Many of these opportunities are first-time professional theatre employment for theatre artists.

As the company works to fulfill its mission, CTYP's activities are varied. Thus, spaces within CTYP's facilities serve a multi-purpose function. CTYP's activities include:

- Staging professional classical and contemporary plays for young audiences and their caregivers.
- Presenting the best work of professional TYA companies from across Canada.
- Providing subsidized tickets for all of our school matinee performances.
- Developing and producing Theatre for the Very Young; this genre is staged for micro audiences in a rehearsal hall with no amplified sound or lighting equipment.
- Operating a year-round Drama School for children, many of whom receive modest bursaries from CTYP. The Drama School includes the annual Teen Shakespeare Program.
- Partnering with community agencies, hospices, hospitals, and schools to provide access to live theatre and arts education at no cost, including:
 - Kids Up Front
 - BC Children's Hospital Oncology Unit
 - Canuck Place Children's Hospice
 - Schools Designated as Needing Enhanced Support by their School District.
- Building costumes in our costume shop.
- Providing volunteer and training opportunities to students and emerging theatre artists.
- Continuing a two-decade practice of benefiting the local community by providing access to our facilities at discounted rental rates for community and arts groups.

CTYP creates and performs on the beautiful, traditional, ancestral and unceded territories of the xʷməθkʷəṅəm (Musqueam), sḵwəxwú7mesh (Squamish) & selílwituth (Tsleil-Waututh) Nations.

Under the certification ordered by the Labour Relations Board of British Columbia on March 28, 2019, Local 118 is the bargaining authority for those persons employed by CTYP, and who perform work as described in Appendix A of this agreement (which employees are hereinafter called the “Employees”).

NOW THEREFORE, the parties hereto agree as follows:

DEFINITIONS

Child Safety Policy is CTYP's policy outlining all employees' responsibility to ensure that children and youth are treated with respect and dignity and that they will not suffer abuse, neglect, or harm while in CTYP's care.

CTYP's Child Safety Policy forbids all Employees from acting in any way that could harm children including, but not limited to, the following:

- Engaging in any activity that endangers a child or makes a child feel uncomfortable.
- Engaging in any activity that goes against the organization's mandate, policies, or code of conduct.
- Being alone behind a closed, lockable door with a minor. CTYP requires all employees to implement the rule of at least three (3) people present when in the presence of minors. This combination can be two (2) adults and one (1) child, or one (1) adult and two (2) children.
- Making any sort of remark, comment, or joke to/regarding a child that is in any way suggestive, explicit, or sexual.
- Engaging in any sort of physical contact with a child that may make the child feel uncomfortable, or that violates reasonable boundaries.
- Placing a child in danger from anyone, either within or outside of the organization.
- Offering any child "special" treatment that falls outside of the organization's mandate, or that may (or may appear to) place a child at risk of exploitation.

Drama School, Education & Participation Activities shall include but not be limited to educational workshops, onstage demonstrations, community workshops, educational presentations and lectures, professional development workshops for teachers, building tours, meetings, community meetings, presentations of Drama School programs including the Teen Shakespeare Program, presentations of work by students, whether or not occurring in the theatre spaces or costume shop of CTYP.

Discrimination includes where a person makes a distinction based on age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, religion, political belief, disability, family status, marital status (including single status), gender identity, gender expression, record of offences (in employment only), sex (including pregnancy and breastfeeding), sexual orientation, or any other protected grounds under the British Columbia Human Rights Code, that has the effect of imposing burdens, obligations or disadvantages on an individual or a class of individuals, not imposed upon others or which withholds or limits access to opportunities, benefits, and advantages available to other individuals or classes of individuals.

Employee. There are two categories of Employees covered by this Agreement:

- **Seasonal Employees** are Employees who are hired into a position with Guaranteed Hours contemplated in this Collective Agreement.
- **Casual Employees** are Employees who are hired on an occasional and irregular basis when required and with no Guaranteed Hours beyond the one shift and minimum work call requirements set out in this Collective Agreement.

Workplace Harassment includes engaging in a course of vexatious comment or behaviour against an individual in a workplace where such behaviour is known or ought reasonably to be known to be unwelcome.

Workplace harassment includes sexual harassment, such as:

- A. engaging in a course of vexatious comment or conduct against an individual in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; and
- B. making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the individual and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Workplace harassment also includes all other forms of harassment that are prohibited under applicable human rights legislation.

Behaviours that may constitute workplace harassment include:

- displaying or circulating offensive pictures or materials;
- making remarks, jokes or innuendo that demean, ridicule, humiliate, intimidate, or offend;
- sending or making offensive or intimidating emails, texts, or phone calls;
- making unwelcome sexual flirtation, advances, or propositions, or engaging in any other unwelcome verbal, visual or physical conduct of a sexual nature, including unnecessary touching of an individual, sexually oriented comments or teasing, jokes about gender specific traits, displaying sexually suggestive objects or pictures, sexually explicit or offensive jokes, stories, cartoons, nicknames or comments of a sexual nature; and;
- making unsolicited, unwelcome negative or derogatory comments about a co-worker's/contractor's job performance or artistic creation;
- bullying.

Workplace harassment does not include reasonable action taken by CTYP or a supervisor relating to the management and direction of employees or the workplace.

Workplace Violence includes the attempted or actual exercise of physical force by a person against an individual in a workplace that causes or could cause physical injury to the individual and any statement or behaviour that a person could reasonably interpret as a threat to exercise physical force against an individual in a workplace.

Working Alone Working Alone refers to time(s) when an Employee is the only person working in a designated building. This means no other employees, CTYP staff, GITD staff, rental clients are present.

Article 1. Purpose

- 1.1 The general purpose of this Agreement between CTYP and Local 118 is to establish and maintain:
 - A. Orderly collective bargaining relations;
 - B. A procedure for the resolution of grievances and;
 - C. Satisfactory working conditions, hours of work and wages as herein provided for all employees who are subject to the provisions of this Agreement.
- 1.2 CTYP and Local 118 hereby agree that it is in their mutual interest to establish and maintain a relationship of good will, stability, and respect between CTYP and the Employees represented by Local 118.
- 1.3 Pursuant to the provisions of Section 53 of the Labour Relations Code, CTYP and Local 118 agree to the establishment of a Joint Labour/Management Committee for the purposes of consulting regularly during the term of the collective agreement about workplace issues.
- 1.4 Nothing in this agreement shall be construed so as to contravene any Provincial statute or regulation or any applicable statute or regulation of Canada.

Article 2. Recognition and Scope

- 2.1 CTYP recognizes Local 118 as the sole collective bargaining agent for Employees pursuant to the certificate of exclusive bargaining rights issued by the British Columbia Labour Relations Board in BCLRB certification file number B38/2019 Case No/ 72631, March 28, 2019, attached hereto as Appendix A.
- 2.2 The scope of bargaining unit work covered by this Agreement is all work usually performed by the employees defined in Article 2.1, except as may be limited elsewhere in this Agreement or by operation of another collective agreement with Local 118.
- 2.3 The non-performance related activities of CTYP, including those of the CTYP Education Department and Drama School, is work expressly excluded from the scope of this Agreement. For greater clarity, it is understood that the terms and conditions of this Agreement apply to the Teen Shakespeare show and the Lawyer Show.
- 2.4 CTYP has the right, in its sole discretion, to assign Employees to perform work that does not fall within the scope of work covered by this Agreement. It is understood, however, that the terms and conditions of this Agreement shall nevertheless apply to the performance of any such work by Employees and the hours so worked shall apply toward the Seasonal Employees' Guaranteed Hours contemplated in Article 5.4 as well. It is further understood that any such work assignments shall neither extend nor otherwise change the scope of the work covered by this Agreement.
- 2.5 Employees employed under this agreement shall work, as directed by CTYP management, without regard to department, classification, or jurisdiction.
- 2.6 Except as otherwise provided in this Agreement, CTYP shall hire and employ individuals to perform available bargaining unit work in accordance with the terms of this Collective Agreement and in accordance with the following hiring principles below and Article 5 of this Collective Agreement:
 - A. First, shall offer available bargaining unit work to Local 118 members as may be referred to employment with CTYP by Local 118 in accordance with Local 118's regular hiring hall practices provided all such members referred to employment are qualified and competent to perform the available work;
 - B. Second, CTYP shall offer available bargaining unit work to Local 118 permittees as may be referred to employment with CTYP by Local 118 in accordance with Local 118's regular hiring hall practices provided all such permittees referred to employment are qualified and competent to perform the available work; and

- C. Third, CTYP may hire individuals from other sources provided all such individuals register with Local 118 as Permittees prior to commencement of employment or as soon as possible thereafter and provided the terms and conditions of this Agreement govern the employment of all such individuals.

It is understood that nothing in this Article is intended to conflict with CTYP's Seasonal Employee hiring obligations set out in Article 5 of this Agreement, which includes, among other things, a Seasonal Employee's right of first refusal to any work call which the Seasonal Employee is otherwise competent and/or qualified to perform.

- 2.7 CTYP shall not employ or otherwise engage employees and/or individuals to perform bargaining unit work covered by this Agreement that are not Local 118 members or permittees nor engage a third party unless that third party is signatory to a Local 118 collective agreement, except in accordance with this Article of the Agreement and except for work that relates to the following limited circumstances:
 - A. The performance of wig building, props building, and set construction, until such time as CTYP has the capacity to do such work on its premises referenced in the certificate of exclusive bargaining rights issued by the British Columbia Labour Relations Board in BCLRB certification file number B38/2019 Case No/ 72631, March 28, 2019, attached hereto as Appendix a.
 - B. The performance of work normally performed by Local 118 members or permittees by CTYP management employees as provided by Article 4.
 - C. The performance of work arising from reasonably unforeseen circumstances in the course of setting up or running a production which make it necessary for bargaining unit work to be performed by an employee outside the bargaining unit until such a time as they can be replaced by a Local 118 member or permittee.
 - D. The performance of work arising from reasonably unforeseen security, safety or facility maintenance circumstances that require an immediate response;
 - E. The performance of designer work, including the use of theatrical equipment, if reasonably necessary to ensure that Employees fully understand the concepts the designer intends to achieve and to address notes. For the Lawyer Show and the Teen Shakespeare Program, a costume designer may perform work in the costume shop provided there is one (1) Head of Wardrobe hired.
 - F. The filming and production of trailers and related publicity materials if CTYP uses a third-party production company.

It is understood that non-bargaining unit employees may produce social media related materials, for example TikToks, Instagrams, etc.

CTYP may create their own recordings for archival purpose, provided such recordings involve only one (1) camera, on a tripod in a fixed position; an audio feed can be included, provided a minimum of one day's notice is given.

- G. The performance of work by specialized employees of equipment suppliers engaged in the specialized adjustment and installation of any theatrical scenery, properties, electrical effects, sound equipment, projecting apparatus, P.A. system, specialized computer/IT equipment, and/or costume shop tools and equipment which Local 118 members and/or Permittees are not competent and/or qualified to perform.
- 2.8 Any decrease or reduction in the size of a crew for reasons of lack of work shall be determined by CTYP in consultation with Local 118.

Article 3. Working with Minors

- 3.1 Due to its status as a Theatre for Young Audiences, and as required by its Child Safety Policy (see Definitions), all Seasonal Employees engaged by CTYP must, as a condition of employment:
 - A. Pass a Criminal Record Check, including a Vulnerable Sector Check as administered by the Province of BC; and
 - B. Sign and comply with the CTYP Code of Conduct.
- 3.2 CTYP shall reimburse Seasonal Employees for the costs associated with the Criminal Record Check as may be reasonably required, including a Vulnerable sector background check described in Article 3.1(A) above, including the hours expended in applying for such a check, which hours shall be compensated at the prevailing rate applicable to the classification in which the Employees are assigned.

Article 4. Management Rights

- 4.1 CTYP has the right to manage and operate its business except as this Collective Agreement otherwise specifies. CYTP reserves the right to hire and direct Employees, determine the number of Employees required to work, determine the qualifications necessary to perform the work, assign and schedule work (including overtime), discipline and dismiss employees for just cause and make and enforce rules for the promotion of safety and efficiency.
- 4.2 CTYP management employees may, from time to time, assist with work normally done by Employees, provided that such assistance does not exceed one hour per day aggregated among all management employees, and is not used to eliminate or avoid hiring Employees, or result in reduction in hours of work, layoff, or termination Employees, or to avoid the recall of Employees on layoff or to avoid payment of premiums to Employees or as a result of such assistance being rendered on a continuing basis, used to prevent an increase in the workforce, or to replace an Employee on leave or on vacation.
- 4.3 One (1) Stage Manager may operate the lighting console, or Audio Equipment (Microphones, Audio Console, Qlab etc.) during any rehearsal.
- 4.4 One (1) Stage Manager may operate the lighting console, or Audio Equipment (Microphones, Audio Console, Qlab etc.) during a technical rehearsal or performance work call provided at least one (1) Local 118 Member or Permittee is also employed during the work call.
- 4.5 One(1) Assistant or Apprentice Stage Manager may perform backstage work. Should another crew member be required, a local 118 Member or Permittee will be hired.

Article 5. Seasonal Employees

- 5.1 CTYP shall hire Seasonal Employees in accordance with the following process:
- A. Request and consider a list of qualified candidates, to be provided by Local 118 within seven (7) days of the request; at the same time, CTYP may advertise for applicants who are not members of Local 118, provided that Local 118 members shall be given preference for the available positions before non-members;
 - B. Whenever possible, Local 118 agrees to provide members who self-identify as BIPOC, women, non-binary and LGBTQIA2S+ for CTYP to consider;
 - C. Select from the candidates a member of Local 118 whom CTYP deems to have the required qualifications; or
 - D. CTYP Shall provide Local 118 with an explanation for not hiring any candidates referred to employment for one of the Seasonal Employee positions upon request by Local 118
- 5.2 If an individual is hired who is not a member of Local 118, that individual shall be employed under the terms and conditions of this Agreement and shall register with Local 118 as a Permittee prior to commencement of employment or as soon as possible thereafter.
- 5.3 Seasonal Employees shall be subject to a probationary period equal to one third (33%) of the Guaranteed Hours applicable to the position for which the Seasonal Employee was hired. During that probationary period, CTYP may terminate the employment for any reason that is not arbitrary, discriminatory or for reasons of bad faith. It is understood, however, that individuals hired into a Seasonal Employee position within three years of previously holding a Seasonal Employee position shall not be subject to a probationary period.
- 5.4 CYTP shall hire seasonal employees as needed –with the following Guaranteed Hours, each calendar year:
- A. The Lead Technician for a minimum of 650 Guaranteed Hours, less any hours not required due to GITD Technicians doing CTYP work at the Waterfront Theatre, 1412 Cartwright Street.
 - B. The Head of Wardrobe for a minimum of 240 Guaranteed Hours.
 - C. CTYP shall provide Seasonal Employees with notice of the scheduling of their Guaranteed Hours as soon as reasonably possible and with a view to accommodating that Seasonal Employee's outside work commitments where

possible. CTYP shall not unreasonably deny any such accommodation requests by a Seasonal Employee.

- 5.5 In the event there is a change in the individual holding one of the Seasonal Employee positions referred to in this Article in a calendar year, the replacement will be entitled to a proportional number of guaranteed hours.
- 5.6 Each overtime hour worked by a Seasonal Employee will be counted as 1.5 hours or 2.0 hours as applicable toward that Seasonal Employee's Guaranteed Hours.
- 5.7 The hours of work notionally attributed to any Public Holiday pay that may be payable to a Seasonal Employee as required by this Agreement are deemed hours worked by that Seasonal Employee and will count toward that Seasonal Employee's Guaranteed Hours.
- 5.8 Seasonal Employees have the right of first refusal for all available work calls.
- 5.9 CTYP commits to consult with relevant employees on staffing needs on a production-by-production basis while production scope and scale is being determined.

Article 6. Calling Procedures

- 6.1 Local 118 agrees to supply qualified Casual Employees to perform work as required by CTYP, which may request a specific individual who must be a member in good standing of Local 118. Local 118 will endeavor to accommodate such requests. However, nothing herein shall require Local 118 to provide the specific person or persons requested.
- 6.2 Local 118 agrees to make best efforts to supply the same Casual Employees for all set-up, run and strike calls for any given CTYP production.
- 6.3 A call for Casual Employees shall be made in the following manner:
 - A. A request for employees (a "call") shall be made as soon as possible but not less than seven (7) days before the time of the call. The requirement for seven (7) days' notice shall be waived when circumstances beyond the control of CTYP prevent such minimum notice being given.
 - B. When CTYP requires Local 118 to dispatch Casual Employees, CTYP must advise Local 118 dispatch of the following:
 - (i) Time of the call,
 - (ii) The number of employees required,
 - (iii) The category of work for each employee,
 - (iv) Any basic tool, dress, or PPE requirements, if applicable,
 - (v) A preliminary work schedule based upon information available at the time of the call.
 - C. If Local 118 is unable to supply qualified Casual Employees, CTYP may hire employees elsewhere. Such persons shall register with Local 118 as permittees and shall be covered by this Agreement.

Article 7. Rental or Lease of Theatre by CTYP

7.1 If CTYP rents or leases a theatre for theatrical use, the provisions of this agreement will apply, unless superseded by an agreement in place for that specific venue.

Article 8. Cancellations

- 8.1 Should CTYP find it necessary to cancel or reduce the hours of a scheduled work call, notice of such cancellation or reduction shall be given to the Employee with as much notice as possible, but no later than eighteen (18) hours before the start of the first shift
- 8.2 For cancellations of 5 or more shifts, CTYP shall give notice as follows:
 - A. A reduction of 5 through 9 shifts in a 2-week period: 36 hours' notice to the Employee prior to the first call.
 - B. A reduction of 10 through 14 shifts in a 4-week period: 5 calendar days' notice to the Employee prior to the first call.
 - C. A reduction of 15 or more shifts in a 6-week period: 7 calendar days' notice to the Employee prior to the first call.
- 8.3 Failure to give such notice shall result in the Employee(s) called being paid four (4) hours at the straight time rate of pay.
- 8.4 Compensation resulting from cancellation of work shall not be considered time worked for the purposes of calculating overtime as outlined in Article 13.
- 8.5 CTYP may offer alternate work with similar hours, start times, and responsibilities to those of the cancelled calls. If the Employee refuses to take the alternative work, CTYP is not obligated to pay compensation in lieu of notice.
- 8.6 In the event that scheduled work is completed before the end of a scheduled call, CTYP may require the Employees to perform alternate work. Any of the Employees may choose to not accept the alternate work, but in that event, those Employees are not entitled to compensation.
- 8.7 If the cancellation is caused by force majeure including, but not limited to, an Act of God, strike or work stoppage, and other like unforeseeable emergencies and the Employee(s) is (are) notified prior to reporting for work, no payment shall be required.
- 8.8 Cancellation of one or more shifts shall not be used to reduce the Guaranteed Hours of a Seasonal Employee as provided by Article 5, except that:
 - D. Guaranteed hours shall be reduced by the actual hours of alternate work refused as per 8.5 and 8.6,
 - E. Guaranteed hours shall be reduced by the actual hours work lost due to force majeure as provided by 8.7

Article 9. Minimum Crews

- 9.1 Waterfront Theatre, 1412 Cartwright Street or other rented or leased venues, unless superseded by another collective agreement.
- A. Bare rental (work lights only/no sound/no risers/no ladders/no projection) Minimum one (1) Employees shall be required.
 - B. Creative development / workshop / residency, where there is no public performance. Minimum one (1) Employees shall be required.
 - C. When a rolling A-Frame is being used a minimum of two (2) Employees will be hired for safety purposes. A third Employee may be employed at CTYP's discretion for efficiency purposes.
 - D. Events including setup and/or use of stage lighting, audio playback or live microphones, sets, properties, costumes and/or risers. Minimum two (2) Employees shall be required.
- 9.2 Studio Spaces, 1411 Cartwright Street
- A. A minimum of one (1) Employee will be employed for paid public performances.
 - B. A minimum of two (2) Employees will be employed for installation or strike of risers and/or stage lighting.
- 9.3 Costume Shop, 1411 Cartwright Street
- A. For costume construction and costume alterations, the minimum crew employed will be one (1) Head of Wardrobe.

Article 10. Hours of Work / Minimum Call

- 10.1** When an Employee is called to work, the Employee shall be paid a minimum of four (4) hours at the applicable rate of pay. Such period of work shall be unbroken except for a fifteen (15) minute rest break. No separate call will be required if scheduled maintenance can be undertaken within the established work call.
- 10.2 The work week shall begin on Monday at 00:01 and end on Sunday at 24:00 midnight.
- 10.3 Each work week shall contain a minimum of one designated day off.
- 10.4 The day off shall commence after the last call of the day preceding the designated day off and end at 08:00 on the day following the designated day off.
- 10.5 CTYP shall give seven (7) days' notice for any change in the scheduled day off.
- 10.6 A break of a minimum of ten (10) hours shall be given to each Employee between the conclusion of a day's work and the call to work the next day. Failing this minimum break, each Employee shall be paid one and one-half (1.5) times the straight time hourly rate for all hours worked until a ten (10) hour break is given.

Article 11. Meal Breaks

11.1 Either of the following shall be defined as constituting a “meal break”:

- A. One unbroken, unpaid, hour within which an Employee can eat their meal;
- B. One 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.
- C. During two performance school matinee days, Monday to Friday, CTYP reserves the right to reduce the meal break to one half ($\frac{1}{2}$) hour, with pay, given the unique nature of school matinee performances.

11.2 No unpaid meal break shall be allowed during a call of five (5) hours of work. If the call extends beyond five (5) hours without a meal break, Employees shall be paid as per the Meal Premium Provisions laid out in Article 12 until relieved for a meal break.

11.3 CTYP shall not call an unpaid meal break for the Employees:

- A. Less than two (2) hours from the beginning of a call, and
- B. Less than four (4) hours from the end of the previous unpaid meal break.

11.4 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. There shall be no meal break during a performance.

11.5 If the call extends beyond five (5) hours without a meal break, Employees shall be paid as per the Meal Premium Provisions laid out in Article 12 until relieved for a meal break.

11.6 There shall be a fifteen (15) minute paid break within each four (4) hour work period, or a twenty (20) minute paid break within each five (5) hour work period. It is understood that this break may not be possible during performance calls.

11.7 Meal breaks or rest periods may be staggered at the discretion of the Employer.

11.8 Employees shall be allowed meal breaks as per Article 11 provided however that if any Employee is required to remain on duty after five hours, the Employee shall be paid at one and one-half ($1\frac{1}{2}$) times the rate applicable at the beginning of the sixth hour until relieved for a meal break.

11.9 One period of work per workday may extend to five continuous hours without a meal premium.

Article 12. Remuneration and Payment of Wages

- 12.1 All Employees shall pay to Local 118, by-weekly payroll deductions, an amount equal to Local 118's work assessment dues based on gross wages (excluding benefits and vacation pay). The amount of these dues will be identified by Local 118 pursuant to its Constitution and Bylaws. CTYP will be notified in writing by the Local 118 of any changes in the amounts to be deducted. CTYP agrees to deduct the dues from Employees' pay and remit the dues to Local 118 within 30 days of deduction.
- 12.2 The rates of remuneration set out in Appendix B to this Agreement shall apply during the term thereof.
- 12.3 Any Employee performing work for which a higher rate of pay applies, shall receive such higher rate of pay while doing such work, rounded up to the next half-hour. If CTYP requires an Employee to perform work for which a lower rate of pay applies during the call, the Employee shall receive their regular rate of pay while occupying such classification.
- 12.4 Employees shall be paid bi-weekly every other Friday for the work completed to the preceding Sunday. Each pay cheque shall include an itemized statement indicating time worked at straight time as well as any premium rates of pay (OT, DT and Meal premiums), benefit premiums and individual deductions.
- 12.5 Each Employee will submit a timesheet every Monday before 12:00 noon for all work performed the previous week, including a breakdown of hours worked and meal breaks taken. Completion of timesheets shall be considered time worked.
- 12.6 CTYP shall make the required Income Tax, Canada Pension Plan and Employment Insurance deductions and contributions as required under Provincial and Federal statutes.
- 12.7 Health and Welfare payments and RRSP deductions and payments as defined in this agreement as well as dues and assessments as defined from time to time in accordance with the Local 118 Constitution and By-Laws shall be paid to Local 118 and applicable trusts no later than the fifteenth (15th) day of the month following work being performed. CTYP agrees to provide a list of Employees with a full accounting of all deductions, payments and hours worked.

Article 13. Overtime

13.1 For the purposes of calculating overtime, the following factors shall be applied:

- A. The following times shall be paid at one and one-half (1 1/2) the appropriate straight time rate:
 - i. Time worked in excess of eight (8) hours on any day.
 - ii. Time worked in excess of forty (40) hours straight time in any week.
- B. Time worked in excess of twelve (12) hours in any one day shall be paid at double (2x) the straight time rate.
- C. In the event a regular full-time employee has completed six (6) consecutive days of work and is assigned work without a day of rest, the seventh (7th) day of work shall be paid at two times (2x) the straight time hourly rate.

13.2 Time worked between midnight and 8:00 a.m. shall be paid a premium of one half (1/2) the applicable rate.

Article 14. Benefits

14.1 CTYP shall pay to the IATSE Local 118 Health and Welfare Trust the percentage provided by Schedule B of gross earnings for every Employee.

14.2 CTYP shall deduct the percentage provided by Schedule B from the gross earnings of each Employee who is a Local 118 member as RRSP contributions and will remit such amounts to the IATSE Local 118 Savings Trust.

14.3 CTYP will pay to the IATSE Local 118 Savings Trust the percentage provided by Schedule B of the gross earnings for every Employee who is a Local 118 member as matching RRSP contributions.

Article 15 - Public Holidays

15.1 The following holidays shall be deemed as Public Holidays for the purposes of this Agreement:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- August Civic Holiday "BC Day"
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- Any other day duly proclaimed by Federal or Provincial Authorities as a Public Holiday in the area in which the place of employment is located.

15.2 Public Holidays shall be deemed to commence on 00:01 the day of the Public Holiday and terminate at 24:00 of the Public Holiday.

15.3 Public Holiday Pay will be calculated in accordance with the British Columbia Employment Standards Act.

15.4 All hours worked on a Public Holiday will be compensated at the rate of one and a half times (1.5x's) the prevailing hourly rate for the first eight (8) hours and two times (2x's) the prevailing hourly rate for all time worked thereafter.

Article 16. Leaves of Absence

16.1 The following unpaid leaves will be provided in accordance with the BC Employment Standards Act (ESA):

- A. Illness and injury Leave
- B. Pregnancy maternity leave
- C. Parental leave
- D. Family responsibility leave
- E. Compassionate care leave
- F. Critical Illness or Injury leave
- G. Reservists' leave
- H. Leave respecting disappearance of a child
- I. Leave respecting death of a child
- J. Leave respecting domestic or sexual violence, provided that the first five days of such leave shall be paid
- K. Bereavement leave
- L. Jury duty
- M. COVID-19 related leave

Any of the above leaves requested by an Employee will be in writing and in accordance with the provisions of the ESA.

16.2 Leaves in excess of the current BC Employment Standards Act will be provided:

- A. Bereavement Leave: Seasonal Employees are entitled to up to three (3) days with pay in the event of the death of the Employee's Child, grandchild, spouse (including common-law), parent, grand-parent, sibling, parent-in-law, or relative living permanently within the Employee's household. Such days need not be consecutive but cannot be taken more than three (3) days after the funeral. Bereavement leave days will be compensated as eight (8) hours at the Employee's regular hourly rate. An additional two (2) days unpaid bereavement leave will be granted upon request.
- B. Personal Leave: Seasonal Employees are entitled to one (1) personal leave day with pay per each 640 hours worked. Such days will be taken off at mutually acceptable times, with as much notice as possible and consideration for current production(s). Personal leave days will be compensated as eight (8) hours at the Seasonal Employee's regular hourly rate. Personal leave days do not accrue and are not owed to the Seasonal Employee if they are not used.

16.3 Upon request of an Employee, compassionate leave without pay will be extended where possible.

Article 17. Training

17.1 As per its mandate, CTYP mentors and provides opportunities to emerging theatre artists, including technicians. The parties affirm that CTYP and Local 118 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. CTYP shall have the sole right to hire and engage such individuals and designate them as Technical Interns;
 - B. In cases where a Technical Intern(s) is engaged, one (1) four (4) hour training shift will be provided with practical hands-on training as applicable. An Employee with a proven skill set in that area will be hired for one (1) four (4) hour call at the Lead Technician rate to train the Technical Intern(s) on safety protocols, equipment operation and/or maintenance. There may be a maximum ratio of 1 Lead Technician to 2 Technical Interns for this training shift. Additional shifts under the same terms will be scheduled as required.
 - C. Technical Interns shall not perform work normally performed by bargaining unit members without direct supervision of an Employee.
 - D. The Lead Technician shall continue to assess and provide constructive feedback to the Technical Intern for the duration of their engagement.
 - E. CTYP agrees to notify Local 118, prior to implementation, of the intent to hire any Technical Intern(s), including number of person(s), dates of employment, hours of employment, and the assignment of duties. Upon receipt of this notification, Local 118 may request additional information.
- 17.2 Technical Interns shall be subject to the terms and conditions of this Agreement other than Articles 5, 6, 23 and 24.
- 17.3 When a Technical Intern has completed one-half (1/2) of the hours necessary for membership in Local 118, as determined by Local 118's Constitution and By-Laws, CTYP shall advise Local 118 within seven (7) days of the Technical Intern completing these hours.
- 17.4 CTYP has the right to assign Seasonal Employees to participate and/or teach through CTYP educational programming, with respect to their specific roles within the professional theatre environment. Any Employee assigned by CTYP to perform any teaching functions under 17.1 B shall receive a \$1.00 per hour wage rate premium for the duration of such shifts.

Article 18. Health and Safety

- 18.1 CTYP, Local 118, and all Employees agree to comply with their obligations under the Occupational Health and Safety Regulation. This includes an obligation to immediately identify any potential and/or actual unsafe work and the right to refuse to perform unsafe work.
- 18.2 One of the Seasonal Employees shall serve on CTYP's Joint Occupational Health and Safety Committee (JOHSC). Such individuals shall be elected by the Employees.
- 18.3 The JOHSC shall be tasked with the following responsibilities:
- A. identifying the need for any necessary health and safety policies, procedures and/or plans to be drafted and/or implemented by CTYP;
 - B. reviewing and updating any existing CTYP health and safety policies, procedures and/or plans on an as-needed basis but at least annually;
 - C. identifying the need for any necessary health and safety policies, procedures and/or plan training for Employees;
- 18.4 CTYP shall reimburse returning Seasonal Employees for training required as per CTYP's Health and Safety Policies.
- 18.5 The Local 118 representative is to be admitted into the workplace at all reasonable times, with reasonable notice to the Employer, when Employees are working, to observe the working conditions which apply to the terms of this Agreement, and/or to ensure that Local 118's jurisdiction is not being infringed upon.
- 18.6 At no time shall meetings relating solely to Local 118 business be held with the Employees during working hours.
- 18.7 CTYP shall provide safe transportation home within Metro Vancouver, at its expense, for all Employees who work a call that ends between 24:00 and 07:30.
- 18.8 Every employee has a right and responsibility to refuse unsafe work. If any employee feels unsafe working alone they are entitled and encouraged to discuss with management immediately. The following work is not permitted at any time when an Employee is working alone:

- A. Any and all ladder work or work in either the FOH or Proscenium catwalk. Should a rolling ladder need to be erected, used, lowered, or stored, a second Employee will be engaged. Other resources provided as required.
- B. Any and all work involving power tools. For the purposes of this agreement screw guns are not considered to be power tools.
- C. Work in confined spaces, including but not limited to Under Seat Storage (excluding the tool storage area).

Article 19. Tools and Dress

19.1 Tools

- A. Each Employee shall be required to provide a basic hand tool kit consisting of: multi-tool, adjustable wrench with safety strap, work gloves, and pocket flashlight.
- B. If an Employee, at the request of CTYP, supplies tools other than the items listed above, CTYP shall insure these tools while on their premises, provided a list of these tools has been submitted to the Employer.
- C. The Employee shall ensure that tools or parts of tools (such as blades and bits) supplied by the Employee at the request of CTYP shall be in proper working condition. Any items such as blades and bits that break or wear out will be replaced by the Employer. The request for an Employee to supply additional tools shall not be a requirement of employment.

19.2 Employees, when they report for work, shall be dressed accordingly for the activity in which they are to be engaged. CTYP may make regulations with respect to dress for performances, such as show blacks, and shall make every reasonable effort to inform the Employee within forty-eight (48) hours in advance of such requirement taking effect, but in any event not less than twenty-four (24) hours.

19.3 If an Employee is called to work fewer than two (2) hours prior to the commencement of the call, they will be required to have all the required safety equipment. CTYP will make reasonable allowances with respect to the correct dress and basic hand tool kit. Should an Employee called under this circumstance not have their own hard hat when required, CTYP will provide.

Article 20. Personal Vehicle and Travel Expenses

20.1 Should an Employee be requested and agree to use a personal vehicle for the Employer's business, the Employee shall be compensated at the most recently published rate by the Canada Revenue Agency per travelled kilometre, plus parking expenses. It shall be the responsibility of the Employee to provide appropriate vehicular liability insurance in accordance with current insurance requirements. It shall not be a condition of employment that an Employee provides a vehicle.

20.2 Should Employees be required to travel outside Metro Vancouver Regional District the following conditions shall apply:

- A. Time spent travelling will be considered working hours.
- B. Reasonable accommodation shall be provided and paid for by the Employer.
- C. A per diem for meals and ancillary items shall be paid by the Employer as follows:

Per Diem with Supplied Accommodation	2021	2021-2022	2022-2023	2023-2024
	\$59.02	\$60.00	\$61.00	\$62.25

20.3 Additional pre-approved expenses shall be reimbursed upon presentation of a receipt. Best efforts will be made to obtain pre-approval in advance.

Article 21. Program Credits

- 21.1 CTYP shall credit Employees in any relevant house programme under the control of CTYP in text. CTYP will include the IATSE logo in the relevant house programme.
- 21.2 CTYP shall credit the Seasonal Employees with their headshot and biography in the company biographies section in the CTYP house programme, provided the Employee consents.
- 21.3 CTYP shall provide such credits to any renters/users of the venues for any programmes created, and CTYP shall make best efforts to ensure Employees are credited accordingly.
- 21.4 CTYP shall include the following credit in its printed programs: “Technical and Costume Employees of CTYP are represented by Local 118 of the International Alliance of Theatrical Stage Employees.”

Article 22. Strike and Lockout

- 22.1 Local 118 shall not cause, engage in or permit its members to cause any strike against CTYP during the term of this Agreement, nor shall CTYP cause, engage in or permit a lock-out during the term of this Agreement.

- 22.2 The word “strike” and the word “lockout” as used in this Article 23 shall have the same meaning given to those words in the Labour Relations Code of BC.

- 22.3 Refusal to cross a picket line deemed to be legal by the Labour Relations Board of BC shall not constitute a breach of this agreement.

Article 23. Grievance and Arbitration Procedure

23.1 All differences between Local 118 and CTYP and any Employee bound by this Agreement 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:

Step 1: Every effort shall be made by the Employee(s) and CTYP to resolve the issue verbally. Employees shall have the right to have a Local 118 representative present at such a discussion in person and/or telephone.

Step 2: If the issue cannot be resolved verbally, then either party may formally register a grievance in writing within ten (10) business days of the grieving party becoming aware of the incident giving rise to the issue. Local 118 shall present its grievance to CTYP's designated representative and CTYP shall present its grievance to Local 118's designated representative.

Step 3: Within ten (10) business days of presenting the written grievance in Step 2, Local 118's designated representative and the CTYP designated representative shall meet to try and resolve the grievance.

Step 4: If resolution of the grievance cannot be reached within ten (10) business days after the meeting described in Step 3, either party may give the party opposite notice of their intention to refer the grievance to arbitration before a single arbitrator and thereafter the parties shall consult with a view to appointing a mutually agreeable single arbitrator as soon as possible whose decision shall be final and binding. The costs of the arbitrator shall be borne equally by Local 118 and CTYP.

23.2 If Local 118 and CTYP cannot agree on a single arbitrator within five (5) business days of Step 4, either party may request the Minister of Labour to appoint a single arbitrator.

23.3 The arbitrator shall have no authority to alter, amend or modify this Agreement, nor to make any decision inconsistent with the provisions of this Agreement.

23.4 The time limits in this Article may be extended by mutual agreement. Should the grieved party fail to comply with the time limits at any stage of the grievance procedure set out in this Article without the express consent of the party opposite, the aggrieved party shall be entitled to elect to abandon the remaining grievance procedure steps and give notice of their intention to proceed to arbitration and/or request the Minister of Labour appoint a single arbitrator.

Article 24. Technological Change

- 24.1 Local 118 recognizes the right of CTYP to introduce technological change for the purpose of improving operating efficiency.
- 24.2 In the event CTYP introduces technological change or a new method of operation which requires different or greater skills, CTYP shall give Local 118 ninety (90) days' notice of such changes. Within fifteen (15) business days of such written notice CTYP and Local 118 shall meet to discuss and resolve, if possible, any matters pertaining to the proposed changes.
- 24.3 Seasonal Employees affected by any technological change or new method of operation shall be given proper time to acquire the skills necessitated by the change or new method of operation and shall receive training if required

Article 25. Sale or Lease of Business

- 25.1 Pursuant to the Labour Relations Code, where the business of CTYP is sold, leased, transferred, merged or otherwise disposed of, the purchaser, lessee, or transferee is bound by all of the terms and conditions of this Agreement.

Article 26. Term of Agreement

- 26.1 This Agreement shall be effective from July 1, 2022, to June 30, 2025, both dates inclusive.
- 26.2 Either party to this Agreement may give notice to commence collective bargaining within 90 days of the expiry of this Agreement. The parties shall, within thirty (30) days after notice was given, or within such time as may be mutually agreed, commence collective bargaining.
- 26.3 After the expiry date of this Agreement and while collective bargaining is occurring, this Agreement and all its provisions shall remain in full force and effect until the Union gives notice of strike and such strike has been implemented or CTYP gives notice of lockout, and such lockout has been implemented or the parties conclude a renewal or revision of this Agreement or a new Collective Agreement.
- 26.4 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.

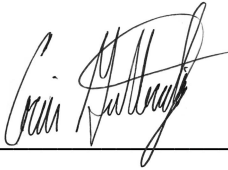
Article 27. Discipline and Dismissal

- 27.1 An Employee shall have the right to have representation by Local 118 at any discussion or meeting with supervisory personnel which CTYP or the Employee reasonably anticipates might lead to disciplinary action, and any meeting at which discipline is issued. CTYP shall give notice to the Employee, at least 24 hours in advance, of the purpose and reasons for the meeting or discussion so that the employee can arrange Local 118 representation if they so choose.
- 27.2 Disciplinary action shall be governed by the severity of the incident and work record of the Employee. Progressive discipline will be utilized where appropriate. Progressive discipline shall mean;
- A) Verbal Warning
 - B) Written Warning
 - C) Suspension
 - D) Dismissal
- Each step in progressive discipline may be repeated or skipped according to the severity of the incident and work record of the Employee.
- 27.3 Discipline and dismissal are subject to the grievance and arbitration procedures.

Article 28. Signatories

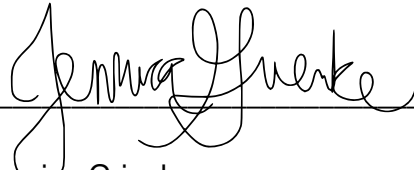
IN WITNESS WHEREOF the Parties hereto have affixed their hands through their respective officers on
this 2nd day of July, 2022.

I have the authority to bind the Union



Corin Gutteridge
Vice President, IATSE 118

I have the authority to bind the Company



Jennica Grienke
Co-Artistic & Managing Director, CTYP

APPENDIX A

BRITISH COLUMBIA LABOUR BOARD CERTIFICATION NO. B38/2019

“The LABOUR RELATIONS BOARD, being satisfied the employees named herein constitute a unit appropriate for collective bargaining and that all necessary requirements of the Labour Relations Code are met

HEREBY CERTIFIES

International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United State and Canada, Local 118

as the bargaining agent for the employees in a unit composed of

stage technical employees including, but not limited to, those employed in the set-up, run and takeout of events, including, but not limited to, stage carpenters and assistants, fly operators and assistant carpenter grips, fly grips and car and truck loaders; stage electricians and assistants, lighting technicians, spotlight operators, preset carpenters and electrical grips; video operators, technicians, projectionists and grips; property handlers, assistants and grips; sound operators, assistants and grips; high riggers and ground riggers; make-up heads, assistants and grips; wardrobe heads, dressers, seamsters and wardrobe laundry; and hair and wig heads, assistants and grips at and from 1411 Cartwright Street, Vancouver, 1412 Cartwright Street, Vancouver, 1218 Cartwright Street, Vancouver and 1398 Cartwright Street, Vancouver, BC

except those excluded by the Code, employed by

Carousel Theatre Society (Carousel Theatre for Young People)
1411 Cartwright Street
Vancouver BC
V6H 3R7

Employees Excluded from the Certification

The employees excluded by the Code are described in Chapter 1 of the Code, as follows:

“Not every worker in British Columbia is covered by the *Labour Relations Code*. Only those persons who meet the Code's definition of an employee are entitled to exercise collective bargaining rights. Under the Code, the following persons are not considered to be employees:

- Anyone who performs the functions of a manager or superintendent; or,
- Anyone employed in a confidential capacity in matters relating to labour relations or personnel.”

APPENDIX B Wage Rates

July 1, 2022			
	Year 1	Year 2	Year 3
	July 1, 2022 - June 30, 2023	Increase	Increase
Compensation Table			
Lead Technician	\$ 25.50	\$ 26.00	\$ 26.50
Head of Wardrobe	\$ 25.50	\$ 26.00	\$ 26.50
Associate Technician	\$ 23.50	\$ 24.00	\$ 24.50
Cutter	\$ 25.00	\$ 25.50	\$ 26.00
Follow Spot Operator	\$ 22.00	\$ 22.50	\$ 23.00
Casual Stage Hand	\$ 22.00	\$ 22.50	\$ 23.00
Dresser	\$ 22.00	\$ 22.50	\$ 23.00
Stitcher	\$ 22.00	\$ 22.50	\$ 23.00
Laundry & Maintenance	\$ 19.75	\$ 20.25	\$ 20.75
*Technical Intern	\$ 16.00	\$ 16.30	\$ 17.00
Vacation Pay	4%	4%	4%
RRSP - Only Payable to IATSE Members	2%	2%	3%
Health & Welfare - 118 Health Plan	2%	2%	3%
*Technical Interns will be paid on a case by case basis as determined by funding.			