

Collective Agreement Between:

Granville Island Theatre District Society
(The G.I.T.D.)



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**
(The Union)



JANUARY 1ST, 2026 – DECEMBER 31ST, 2027

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THIS AGREEMENT, dated for reference this 1st Day of January, 2026.

Highlighted dates to match date in article 35

BETWEEN:

GRANVILLE ISLAND THEATRE DISTRICT SOCIETY,
(hereinafter called the “G.I.T.D.”),

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 the “Union”)

PREAMBLE:

A. The G.I.T.D. is the employer within the meaning of the “Labour Relations Code of British Columbia”

Founded in May 2018, the Granville Island Theatre District Society is a non-profit society with the vision to create a robust, lively theatre district on Granville Island. Its goal is to embrace innovation in the arts by creating a more dynamic, risk-enabling, and resilient cultural community as defined in CMHC Granville Island’s 2040 plan. The G.I.T.D. has been engaged by CMHC Granville Island (“CMHC”) to provide all aspects of theatre management and property management services for specified CMHC properties on Granville Island. This engagement of the G.I.T.D. by CMHC is the result of a regular Request for Proposal (“RFP”) process initiated by CMHC whereby the G.I.T.D. was the successful applicant in 2018. The RFP process is initiated by CMHC every 4-years, at the sole determination of CMHC.

The G.I.T.D. has been engaged by CMHC to provide these services for a period of one year commencing on June 1, 2018 and terminating on May 31, 2019 (the “Initial Term”). The agreement between CMHC and the G.I.T.D. has been renewed in writing by CMHC for three additional one-year terms, not to exceed a cumulative total of four (4) years inclusive of the Initial Term.

The G.I.T.D. does not produce events or performances, in any capacity, and never has. The G.I.T.D. solely acts in a management capacity by engaging in facility rental agreements with unrelated parties for the specified CMHC properties on Granville Island. These unrelated parties then, in turn, produce their events or performances under the terms and conditions as set out in their facility rental agreements with the G.I.T.D.

B. The Union is the bargaining authority for Stage technical employees including, but not limited to, those employed by the G.I.T.D. 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, Car and Truck Loaders; Stage Electricians and Assistants, Lighting Technicians, Spotlight Operators, Preset Operators 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, Seamstress and Wardrobe Laundry; and Hair and Wig Heads, Assistants and Grips. (which employees are hereinafter called the “Employees”).

- C. The G.I.T.D. and the Union are grateful that this Agreement will be executed on lands located in the unceded and traditional territories of the xʷməθkʷəyəm (Musqueam), Skwxwú7mesh (Squamish), and səliłwətał (Tsleil-Waututh) Nations.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the premises, the parties hereto covenant and agree as follows:

ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.1 The general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours of work, and wages, and to provide for Union Security and the prompt and equitable disposition of grievance for both parties subject to the provisions of this Agreement.
- 1.2 The G.I.T.D. and the Union hereby agree that it is to their mutual interest to establish and maintain a relationship of good will, stability and respect between the G.I.T.D. and the Employees represented by the Union.
- 1.3 Pursuant to the provisions of Section 53 of the Labour Relations Code, the G.I.T.D. and the Union 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 – NON-DISCRIMINATION

- 2.1 All of the terms and conditions of this Agreement will apply equally to all Employees and the G.I.T.D. shall not discriminate against Employees with respect to terms and conditions of employment on prohibited or unreasonable grounds, including but not limited to: race, creed, age, sex, gender identity, gender expression, marital or parental status, religion, nationality, ancestry or place of origin, union membership or activity, family relationship, place of residence, political affiliation or activities, or sexual orientation.
- 2.2 DEFINITIONS
 - (a) DISCRIMINATION
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.
 - (b) WORKPLACE HARASSMENT

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:

- (i) 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
- (ii) 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.

- (i) displaying or circulating offensive pictures or materials;
- (ii) making remarks, jokes or innuendo that demean, ridicule, humiliate, intimidate, or offend;
- (iii) sending or making offensive or intimidating emails, texts, or phone calls;
- (iv) 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;
- (v) making unsolicited, unwelcome negative or derogatory comments about a co-worker's/contractor's job performance or artistic creation;
- (vi) 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.

(c) **WORKPLACE VIOLENCE**

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.

ARTICLE 3 – TERM OF AGREEMENT

- 3.1 This Agreement shall be effective from 01 January 2026 to 31 December 2027, both dates inclusive.
- 3.2 After the expiry date of this Agreement and until a new Agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised Agreement in making any matter retroactive in such revised Agreement.

- 3.3 Notwithstanding the above, it is agreed that the Employees may strike and the G.I.T.D. may lockout after this Agreement's expiry date.
- 3.4 The operation of subsections (2) and (3) of Section 50 of the Labour Relations Code is hereby excluded from and shall not be applicable to this Agreement.
- 3.5 Where either Party to this Agreement has given notice to commence Collective Bargaining, the Parties shall within thirty (30) days after the notice was given, or within such time as may be mutually agreed to, commence Collective Bargaining.

ARTICLE 4 – STRIKES AND LOCKOUTS

- 4.1 The G.I.T.D. shall not lockout and the Union shall not declare or authorize a strike during the term of this Agreement.
- 4.2 It is understood that refusal to cross a picket line deemed to be legal by Provincial or Federal authority shall not constitute a breach of this Agreement.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.1 All matters relating to conditions and the work of Employees not inconsistent with or specifically dealt with by this Agreement or not otherwise regulated by law are understood to be within the prerogatives and rights of management, provided, however, that the G.I.T.D. will not significantly alter the conditions or the work of Employees without prior notice to and bona fide consultation with the Union.
- 5.2 In the event that the Union claims Management has exercised its rights in a discriminatory, arbitrary, or unjust manner then such claim shall be considered a grievance, and shall be dealt with in accordance with the terms of the Grievance Procedure as contained in this Agreement.
- 5.3 It is understood that the G.I.T.D. logo, and the logos of all the premises it stewards, shall remain the property of the G.I.T.D. and that at no time shall any of these logos be used by the Union in any way or form without the express written permission of the G.I.T.D. Such permission shall not be unreasonably withheld.

ARTICLE 6 – UNION RECOGNITION

- 6.1 The G.I.T.D. recognises the Union as the sole collective bargaining authority for the persons defined as Employees herein and employed by the G.I.T.D. within the jurisdiction of work as described in Article 8 and outlined in the certification ordered by the Labour Relations Board of British Columbia on April 15th, 2019.
- 6.2 When a Steward is designated to represent the Employees they shall be permitted to perform Union business in relation to the Employees, without loss of pay, upon authorisation by the G.I.T.D. The Steward shall request authorisation from the G.I.T.D.'s representative and receive authorisation prior to leaving their duties. Any such authorisation shall not be unreasonably withheld. The Steward shall not be discriminated against for performing their duties.

- 6.3 Representatives of the Union shall be permitted by the G.I.T.D. to enter Employee work areas at reasonable times. The G.I.T.D. shall be given prior notice. Union representatives will be free of interference and will minimise any interruption or interference with any work in progress.
- 6.4 Meetings shall not be held with Employees on the premises during working hours without the permission of the G.I.T.D. Any formal meeting bookings shall be as per G.I.T.D. space booking procedures
- 6.5 The G.I.T.D. shall include the I.A.T.S.E. Local 118 Emblem and acknowledgements in an appropriate place in the lobby, and on any promotional or other programme material produced or co-produced by the G.I.T.D.
- 6.6 It is understood that the Union Emblem shall remain the property of the Union and that at no time shall the Emblem be used in a manner that is detrimental to the interest and welfare of the Union. Upon evidence that the Emblem is being used in a manner that is detrimental and harmful to the Union, then the G.I.T.D.'s right to use the Emblem will be withdrawn.
- 6.7 The Union is a member of the International Alliance of Theatrical Stage Employees and Motion Picture Technicians of the United States, its Territories and Canada. No article within this Agreement shall violate the Constitution and By-laws of the I.A.T.S.E. that are in force as at the date hereof. The Union warrants that no article of the Agreement violates such Constitution and By-laws.
- 6.8 The G.I.T.D. shall provide a bulletin board backstage in each workplace which is accessible to all employees upon which the Union shall have the right to post notice of meetings and such other notices that may be of interest to the Employees.
- 6.9 The Union shall have the right to have the assistance of representatives of the International Alliance of Theatrical Stage Employees of the United States, Its Territories and Canada other than those of Local 118 when dealing or negotiating with the G.I.T.D.
- 6.10 The G.I.T.D. shall have the right to have the assistance of representatives other than those of the G.I.T.D. when dealing or negotiating with the Union.

ARTICLE 7 – UNION SECURITY

- 7.1 The G.I.T.D. shall hire, to perform work referred to in Article 8 (Jurisdiction of Work), only persons who are, at the time of hiring, members in good standing of the Union or who are approved by the Union, and shall hire for each particular work shift those persons supplied by the Union, but subject always to Articles 10 (Hiring) and Article 15 (Scheduling Employees) hereof and the following:
 - a) The G.I.T.D. shall not contract out bargaining unit work;
 - b) Workers outside of the bargaining unit may not perform work within the Jurisdiction of Work, except:
 - i) For the purpose of instruction;
 - ii) In case of unforeseeable staff shortages;
 - iii) In response to emergency, security or safety;
 - iv) When an Employee requests assistance.

- c) If circumstances arise during a work shift, which could not be foreseen until that time, which make it necessary for the function of an Employee to be performed by any person employed by the G.I.T.D., whether such person is a member in good standing of the Union or not, the G.I.T.D. may employ such person until such a time as they can be replaced by a member of the Union.
- d) Any decrease or reduction in the quantity of Casual Employees required by a lack of work shall be accomplished by the dismissal of that person or those persons designated by the Union.

ARTICLE 8 – JURISDICTION OF WORK

- 8.1 All work of a kind and nature usually performed by stagehands, executed anywhere under the direct control of the G.I.T.D. and in any facility owned, leased, rented or otherwise acquired by the G.I.T.D. hereunder, shall be the exclusive jurisdiction of the Union, except where exempted in this Article 8.
- 8.2 The following work is exempted from the jurisdiction of work, provided that crew minimums in this collective bargaining agreement are met;
 - a) work being performed under another I.A.T.S.E. Collective Bargaining Agreement.
 - b) When a Lessee rents equipment from a third party that requires their equipment is operated only by that third party's employees.
 - c) Lessee-provided systems that do not integrate with G.I.T.D.-provided technical theatre systems.
 - i) "technical theatre systems" includes but is not limited to: audio, visual and lighting systems, Laundry and sewing systems and rigging or staging systems
 - ii) "technical theatre systems" excludes but is not limited to: power that is not connected to technical theatre dimming and control.
 - d) Lessee Personnel may operate G.I.T.D.-provided systems provided this does not reduce the required staffing levels as determined by crew minimum and operational requirements.
 - e) Non-professional community groups or lifecycle events may create their own recordings for archive, promotional, publicity, fundraising, or any non-commercial purposes without needing to engage additional Employees.
 - f) The G.I.T.D. 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 to become familiar with the maintenance, test, adjustment, or repair being performed by the specialist, if such duties of the specialist could normally be assumed by an Employee.
 - g) Practices that are traditionally closed to the public for religious or ceremonial reasons may occur but shall not reduce the number of crew required. The Lessee may request that the crew leave the space for the duration of the closed practice. Compliance with this request shall not be unreasonably withheld.
- 8.3 All sets originating outside the jurisdiction of the Union and used by the G.I.T.D. in any G.I.T.D. production or co-production shall be constructed by personnel supplied by a Local of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, and shall bear the Local Union's crest or label. Lessees' sets are exempt.
- 8.4 Employees working under this agreement shall not be responsible for the following:
 - a) First aid services to the public

- b) Front of House duties / patron services (ushering, ticket taking, coat check, etc.)
- c) Parking and Security
- d) Food and beverage services (bartending, concession, etc.)

8.5 Employees are not prohibited from doing work other than described within this jurisdiction of work provided that:

- a) Such work shall not be the purpose of the call to work, nor may it consist of the plurality of work performed during the work shift without the consent of the Employee.
- b) Competency in such work is not a condition of employment
- c) Employees will not be penalized based on competency in such work
- d) The Employee or the Union agrees to the work. Agreement shall not be unreasonably withheld.

ARTICLE 9 – MINIMUM CREWS

9.1 The minimum number of Employees required shall be as follows:

- a) No Employees are required when no stagecraft equipment is used.
- b) a minimum of two (2) Employees shall be required at any time where it is not safe and/or not reasonable for a worker to be working alone, such as but not limited to: Working at height, heavy lifting, confined spaces, when other persons are not contactable within the vicinity of the job site.
- c) a minimum of four (4) Employees shall be required when Setup or strike of G.I.T.D. supplied audience risers where the risers are heavy, the risers are cumbersome, or the structure exceeds 4.5' in height.
- d) a minimum of one (1) wardrobe Employee shall be required when G.I.T.D. supplied Wardrobe, Costume, Hair and/or Make-up equipment is used.
- e) a minimum of one (1) Employee shall be required at other times.
- f) a minimum of one (1) Employee, paid at least Pay grade 2, shall be required in each of the above circumstances.

9.2 Crew ratios to lessee personnel shall be as follows:

- a) Setup, changeovers & Strike:
 - i) The number of Employees required shall be based on the scope of the work and
 - ii) 1 Employee for each 3 Lessee personnel or portion thereof beyond the first 4.
- b) Show calls, performances, and other exhibitions:
 - i) The number of Employees required shall be based on the scope of the work and
 - ii) No additional Employees need to be hired, provided this does not displace the number of Employees that have been historically engaged.

9.3 No worker shall be required to program more than one control interface at a time, nor operate an additional control interface while programming. Equipment operators may operate multiple control interfaces where such operation is reasonable, within physical reach and does not compromise the safe and effective operation of any system. Determination of appropriate console operation shall be based on the complexity of the systems in use and shall be made by the employer.

- 9.4 Should special circumstances prevail, any of these minimums and ratios may be increased or decreased by mutual agreement between the G.I.T.D. and the Union.

ARTICLE 10 – HIRING

10.1 Employees shall be hired in one of the following hiring classifications:

- a) Permanent Full-Time Employees
- b) Permanent Part-Time Employees
- c) Casual Employees

10.2 If the G.I.T.D desires to alter these classifications, or if the need for seasonal or temporary engagement in G.I.T.D. venues arises, such classifications will be negotiated in advance.

10.3 Permanent Engagement

- a) Permanent Engagement shall not be prelimited; a Permanent Employee's employment contract will not have a fixed end date.
- b) Permanent Full Time Engagement
 - i) A Permanent Full Time Engagement shall be 52 weeks per year. The minimum hours per week shall be 35.
 - ii) Permanent Full Time Employees shall be given minimum 2 weeks' notice of the anticipated work schedule and may not decline the schedule if it is reasonable.
- c) Permanent Part-Time Engagement
 - i) A Permanent Part Time Engagement shall be 52 weeks per year. The minimum hours per week shall be 20.
 - ii) Permanent Part Time Employees shall be given minimum 2 weeks' notice of the anticipated work schedule, within 1 week the employee may decline the schedule without consequence.
 - iii) Declined work is not required to be made up by the G.I.T.D. Permanent Part-Time Employees. Notwithstanding the foregoing, any Permanent Part-Time Employee who declines more than fifty percent (50%) of annual engagements shall lose their permanent status and be laid off in accordance with this Agreement.

10.4 First Right of Refusal

Permanent employees shall have first right of refusal for any and all work that becomes available, prior to casual employees being called, and the Employer will endeavor to utilize the permanent employees for additional work outside their expertise, offering them first right of refusal for any work not already taken by another permanent employee.

10.5 Other Engagement

- a) All other Engagement shall be Casual.
- b) Casual Employees shall be hired in accordance with Article 11 (Calling Procedures for Casual Employees).

- c) Casual Employees may not be used to avoid overtime, except as provided for in article 15.6 (Scheduling Employees).

10.6 G.I.T.D. Stage Roster

The G.I.T.D. stage roster shall be comprised according to Union policy and procedure. Members of the G.I.T.D. stage roster shall have first right of refusal over work that they are qualified for.

10.7 Hiring procedures

- a) For any permanent positions the G.I.T.D. shall hire as follows:
- i) Firstly from the qualified G.I.T.D. Stage roster applicants
 - ii) Secondly from the qualified Union members
 - iii) And lastly any candidate the G.I.T.D. deems qualified

10.8 Notice of Vacant Permanent positions

If a vacancy occurs for a permanent position which the G.I.T.D. wishes to fill, then the Union will be informed and a notice calling for applications will be posted at appropriate locations for a minimum period of ten (10) working days. The ten working days exclude Saturdays, Sundays and statutory holidays. The notice shall set out a job description, qualifications required for the job, wage rate, employment period and any other relevant information.

10.9 Union Membership

All Permanent Employees in the Bargaining Unit shall become and remain members in good standing with the Union as a condition of employment with the G.I.T.D. All newly hired Permanent Employees must also become a member of the Union after completing probation and remain a member in good standing as a condition of employment.

10.10 Probation

Probation for Permanent engagements shall be the first 250 hours worked.

- a) The G.I.T.D. shall conduct periodic reviews at its discretion including written evaluation of an Employee's performance during probation. The Employee shall have the unobstructed right to a representative of the Union at any such review.
- b) If, during the probationary period, the G.I.T.D. determines that the probationary Employee's performance is unsatisfactory, employment may be terminated in accordance with the terms of the British Columbia Employment Standards Act provided that:
 - i) The Union has received due notification of unsatisfactory performance review conducted during the probationary period, and
 - ii) The Employee has been given a reasonable opportunity for improving any skills found to be unacceptable.

ARTICLE 11 – CALLING PROCEDURES FOR CASUAL EMPLOYEES

11.1 Subject to Article 14 (Cancellation of Work Shifts) and Article 16 (Hours of Work / Minimum Work Shifts), time of work shift shall be at the discretion of the G.I.T.D. 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 ninety-six (96) hours prior to the time of the call. The requirement for ninety-six (96) hours' notice shall be

waived when circumstances beyond the control of the G.I.T.D. prevent such minimum notice being given.

- b) The G.I.T.D. shall first call the qualified members of the G.I.T.D stage roster in accordance with the Union’s dispatching procedures and policies prior to informing the Union of any vacancies.
- c) When the G.I.T.D. requires the Union’s hiring hall to dispatch Casual Employees, the G.I.T.D. must advise Dispatch of the following:
 - i) The location of the work
 - ii) The estimated start and end time of the work,
 - iii) The number of employees required,
 - iv) The category of work for each employee,
 - v) Any basic tool, dress, or PPE requirements, if applicable,
 - vi) A preliminary work schedule based upon information available at the time of the call.
- d) The Union shall dispatch qualified and competent Employees to the G.I.T.D. based upon the Union’s dispatching procedures and policies. Whenever possible, Local 118 agrees to provide members who self-identify as BIPOC, woman, non-binary and LGBTQIA2S+ for GITD to consider.
- e) If the Union is unable to supply qualified employees a reasonable amount of time before the work shift begins then, with mutual agreement, the G.I.T.D. may hire employees elsewhere. Such persons shall register with the Union and shall be covered by this Agreement.

ARTICLE 12 – WARDROBE WORK

12.1 When Employees are hired to perform wardrobe work they shall;

- a) be paid at Pay Grade 3
- b) be required to provide a basic sewing kit consisting of a flashlight; an assortment of safety pins; 2 threaded needles (black & white); a pair of fabric scissors; a small notepad and pen. These items can easily be kept in a black apron or waist pouch. The hiring of Wardrobe personnel will not depend on the person’s ability to supply equipment such as irons, ironing boards, steamers, sergers, or sewing machines.

12.2 No Employees shall be held accountable for the safe keeping of valuables or other personal belongings of performers.

ARTICLE 13 – LAYOFFS AND RECALL OF EMPLOYEES

13.1 The G.I.T.D. may layoff employees for the following reasons:

- a) Lack of work or;
- b) Part of an employment contract or;
- c) Layoff is agreed between employer and employee.

13.2 Employees will be laid off in reverse 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.

- 13.3 The G.I.T.D. must inform the Employee and the Union in writing with respect to any planned layoffs and notice must include date of recall. Notice may be enclosed within an engagement letter. In the event the Layoff is longer than 6 months, the layoff shall be considered permanent.
- 13.4 Except in cases of dismissal for Just Cause as described in Article 27 (Discipline), Permanent Employees shall receive either four (4) weeks notice or pay in lieu of notice. Pay shall be calculated based on a 40-hour work week.
- 13.5 Permanent Employees shall remain on the G.I.T.D.'s extended medical plan for a period of at least three (3) months following layoff with the G.I.T.D. paying the Employer portion of the premium and the Employee covering the Employee portion. For 4-12 months after dismissal, the Employee may stay on the G.I.T.D. policy if they choose to, and pay 100% of the premium.
- 13.6 Permanent Employees who are permanently laid off shall receive severance pay in the amount of total amount of wages received in the eight (8) weeks with the highest number of hours worked in the previous 6 months, excluding overtime, divided by eight (8), and multiplied by number of years of service prior to layoff up to a maximum of eight (8) weeks of notice for eight (8) years of employment
- 13.7 No new Permanent Employees shall be hired following a layoff until those Employees who have been laid off for less than 6 months have been given a reasonable opportunity of recall. The recall of employees shall happen in order of length of service provided that the employee with the greater length of service has the qualification and sufficient ability to perform the available work satisfactorily.

ARTICLE 14 – CANCELLATION OF WORK SHIFTS

- 14.1 A work shift may not be reduced by more than four (4) hours with less than 24 hours' notice
- 14.2 If cancellation of scheduled work shifts occurs, the G.I.T.D. must give notice as follows:
1-2 work shifts cancelled. Twenty-four (24) hours' notice before commencement of the first work shift;
3-6 work shifts cancelled. Forty-eight (48) hours' notice before commencement of the first work shift;
7-14 work shifts cancelled. Seven (7) days' notice before commencement of the first work shift;
15+ work shifts cancelled. Fourteen (14) days' notice before commencement of the first work shift;
- 14.3 If the G.I.T.D. fails to give sufficient notice, the Employee shall be compensated the equivalent of four (4) hours at the regular time rate of pay per each 8 hours or portion thereof in the cancelled work shift. Compensation in lieu of notice shall not be considered time worked for the purposes of calculating overtime as outlined in Article 17 (Overtime).
- 14.4 The G.I.T.D. may offer alternative work with similar hours, start times, and responsibilities to those of the cancelled work shift. If the Employee refuses to take the alternative work, the G.I.T.D. is not obligated to pay compensation in lieu of notice.

ARTICLE 15 – SCHEDULING EMPLOYEES

- 15.1 Permanent Employees shall be scheduled by the G.I.T.D. based on operational expectations in accordance with Article 10.3(Hiring).
- 15.2 Scheduling of Permanent Employees shall be based on qualifications, with length of service being the determining factor when more than one employee is qualified.

15.3 No Employee shall be required to find their own replacement, including but not limited to a last minute emergency or serious medical situation.

15.4 When the G.I.T.D. changes an Employee's Schedule the G.I.T.D. must give the Employee reasonable advance notice of the change.

15.5 Engagement for run

Any Employees engaged for a run of performances of the same production, shall also be engaged for the set-up and strike where work exists.

- a) Such Employees shall not be dismissed, except for a Just Cause as provided under Article 27 (Discipline).
- b) In the event any additional public performances are added to an event after the initially scheduled closing date (a “hold-over”):
 - i) the G.I.T.D. shall notify the Employee and the Union not less than seven (7) calendar days prior to the original closing date of the production.
 - ii) Employees are not obligated to accept a “hold-over”, but must give notice to that effect within twenty-four (24) hours of the G.I.T.D.’s notice.
- c) Should an event contain multiple productions the following exceptions are permitted
 - i) When the multiple productions are scheduled in a rotational sequence;
 - 1) *The G.I.T.D. may split the set-ups, runs and strikes of the productions between multiple Employees*
 - 2) *Such Employees shall be paid a minimum of 20 hours of pay per 7-day period.*
 - 3) *For events lasting more than 7 calendar days, the minimum pay shall be prorated at $20 \div 7$ hours per additional calendar day.*
 - ii) *When the multiple productions are scheduled in a single sequence;*
 - 1) *The G.I.T.D. may alternate which runs they are assigned to which Employee*
 - 2) *Such Employees shall be paid a minimum of 20 hours of pay per 7-day period.*
 - 3) *For events lasting more than 7 calendar days, the minimum pay shall be prorated at $20 \div 7$ hours per additional calendar day.*

15.6 Where a work shift is to perform work during a performance only, the work shift shall commence prior to the opening of the house.

15.7 Where a work shift is to perform work prior to a performance as well as during the performance, the work shift shall commence at least thirty (30) minutes prior to the scheduled time of the house opening.

ARTICLE 16 – HOURS OF WORK / MINIMUM WORK SHIFT

16.1 A work week shall include the period from 00:01 hours Monday until 24:00 hours the following Sunday.

16.2 For the purpose of computing pay:

- a) The end of each day is midnight (24:00), and the end of each week is Sunday midnight (24:00), except when an Employee works a period of time that starts before midnight and ends after midnight. Then the end of the day shall be the end of the continuous period of work.

- b) A break of less than Ten (10) hours in duration, for the same client, shall not constitute the end of day.
- c) Except as otherwise provided in this Agreement, time shall be calculated by the half hour so that an Employee shall be paid to the nearest half of the hour. Each half hour period shall begin on the hour or the respective half hour (e.g. at 09:00 or 9:30, not 9:15 or 9:45). Employees required to remain on duty beyond a thirty (30) minute call-out increment shall be afforded a ten (10) minute grace period for operational wrap-up, reporting, or transition duties. Time exceeding the ten (10) minute grace period shall be compensated at the next applicable thirty (30) minute increment.
- d) When an Employee is called to work, the Employee shall be paid a minimum of four (4) hours at the applicable rate of pay.
- e) If an Employee completes a period of duty in any day and is recalled to duty on the same day after a break of greater than two (2) hours has elapsed since the completion of that period of duty, the Employee shall be paid one (1) hour travel time at the applicable hourly rate. Paid travel time will be reduced by the un-worked portion of a minimum work shift, if any. Travel time shall not be considered hours worked with respect to overtime as outlined in Article 17 (Overtime).

16.3 When an Employee is required to return to work after an unpaid meal break, the Employee shall be paid no less than two (2) continuous hours at the applicable rate of pay.

16.4 When an Employee is required to return to work after a break of greater than two (2) hours, it shall be considered as an additional minimum work shift as provided in Article 16.2.d (Hours of Work / Minimum Work Shift).

16.5 Contacting Employees to perform services while not at the workplace shall be considered time worked and is subject to Article 16.2.d (Hours of Work / Minimum Work Shift), excluding discussing Employee availability for work shifts.

ARTICLE 17 – OVERTIME

17.1 All time referred to in this Article 17.1 shall be deemed “time-and-a-half” and paid for at one and one-half (1.5X) the regular time rate of pay. Time-and-a-half under this Article 17.1 consists of each of the following separate categories of work and arises when work falls within any of the following categories which are mutually exclusive:

- a) Time worked in excess of eight (8) hours in any day;
- b) Time worked in excess of forty (40) hours in any week; only the first 8 hours of a day shall count towards the forty (40) hours;

17.2 All time referred to in this Article 17.2 shall be deemed “double-time” and paid for at double (2X) the regular time rate of pay. Double-time under this Article 17.2 consists of each of the following separate categories of work and arises when work falls within any of the following categories which are mutually exclusive:

- a) All time worked between midnight (00:00) and eight a.m. (08:00) regardless of start time of work shift;
- b) All time worked in excess of twelve (12) hours in any one day or work shift;
- c) All time worked on the 7th or greater consecutive day;
- d) Where a work shift requires work to commence between midnight (00:00) and prior to six a.m. (06:00), all time worked that day;
- e) All time worked on a Public Holiday and the % in lieu of stat pay will not be paid on that day.

17.3 The G.I.T.D. shall pay to each Employee five percent (5%) of their gross wages in lieu of Statutory Holiday eligibility, except as provided for in articles 17.1 and 17.2.

17.4 The following shall be Public Holidays for the purposes of this Agreement:

- a) New Year's Day
- b) Family Day
- c) Good Friday
- d) Easter Monday
- e) Victoria Day
- f) Canada Day
- g) BC Day
- h) Labour Day
- i) National Day for Truth and Reconciliation
- j) Thanksgiving Day
- k) Remembrance Day
- l) Christmas Day
- m) Boxing Day
- n) Any other day duly proclaimed by Federal or Provincial authority as a public holiday in the area in which the place of employment is located.

ARTICLE 18 – VACATIONS AND VACATION PAY

18.1 Permanent Employees shall be entitled to paid annual vacation as follows:

- a. In the first year or partial year of service, vacation will be ten (10) working days provided the Employee's successful completion of probation,
- b. For four (4) to seven (7) years of service, vacation will be fifteen (15) working days,
- c. For eight (8) or greater years of service, vacation will be twenty (20) working days,
- d. Employees may take entitled vacation before it is accrued within the vacation year but if an Employee leaves the service of the G.I.T.D. having taken more vacation time than they have accrued, an adjustment shall be made to the employee's final cheque to repay such advances.
- e. Employees who leave the service of the G.I.T.D. after completion of a minimum of twelve (12) consecutive months of employment shall receive vacation for the year of service in which termination occurs on the basis of one-twelfth (1/12) of their vacation entitlement of that year for each month or portion of a month greater than one-half worked to the date of termination.

18.2 The G.I.T.D. shall pay to each Casual Employee, in addition to the remuneration required under this Agreement, vacation pay equal to four percent (4%) of their regular time rate for all hours worked. Such additional payment shall be considered wages for the purposes of Article 26 (Health, Welfare and R.R.S.P. Accounts).

ARTICLE 19 – MEAL BREAKS AND REST PERIODS

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

- a) One unbroken, unpaid break of between 1 and 2 hours, within which the Employee can eat their meal;
- b) One unbroken paid 30-minute period within which an Employee can eat their meal. The rate of pay shall be that which is applicable to the beginning of the 30-minute meal period.

19.2 Management shall prioritize scheduling 60+ minute meal breaks. If no other G.I.T.D. staff member is available to have charge of the job site during a 30min break, the Employer may require 1 Employee to remain on the job site during the meal break, provided the Employee is given notice at least 1 day in advance.

19.3 No unpaid meal break shall be allowed during a work shift of five (5) hours or less.

19.4 The G.I.T.D. shall not call an unpaid meal break for the employees:

- a) Less than two (2) hours from the beginning of a work shift, and
- b) Less than three (3) hours from the end of the previous unpaid meal break.
- c) Only one unpaid meal break will be allowed in a contiguous 8-hour period.

19.5 No meal break shall be set 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.

19.6 Meal breaks may be postponed up to 1 hour during a performance.

19.7 Rest Periods

- a) A fifteen (15) minute rest period shall occur roughly mid-way through each work period. A work period herein is ended by a meal break or the end of the workday. The rest period shall occur at a time which is appropriate to the activity the Employee is engaged in.
- b) Article 19.6 shall not apply during performances of more than five (5) continuous hours.

19.8 Meal breaks and/or rest periods may be staggered at the discretion of the G.I.T.D.

19.9 Lock-up and wash-up time, not to exceed 15 minutes, will be required prior to quitting time and meal breaks.

ARTICLE 20 – MEAL PREMIUM

If any Employee is required to remain on duty more than five (5) consecutive hours without a meal break, the Employee shall be paid at one-and-a-half times (1.5X) the applicable rate at the beginning of the sixth hour until relieved for a meal break. If a meal break falls during a performance, the Employer may postpone the meal premium by up to one hour

ARTICLE 21 – LEAVE OF ABSENCE

- 21.1 An Employee is entitled to up to three (3) bereavement days with pay in the event of a death in the Employee's family. Employees shall be compensated for actual work missed to a maximum of eight (8) regular hours per day for any of the three (3) days that were scheduled for work. Upon request of the Employee, compassionate leave without pay will be extended where possible.
- 21.2 In the event that an Employee desires leave without pay for personal reasons, application shall be made in writing to the G.I.T.D. twenty-one (21) calendar days prior to the first date of requested time off. The request should state the duration of leave requested (up to one year). The G.I.T.D. will respond to requests for leave within seven (7) days of receipt of said request. The granting of such leave shall be at the sole discretion of the G.I.T.D. Such leave will not be unreasonably withheld. The timing of the Employee's return shall be determined by mutual agreement of the Employee and G.I.T.D.
- 21.3 The G.I.T.D. recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and/or performance at work. Workers experiencing domestic violence will be able to access five (5) days of paid leave for attendance at medical appointments, legal proceedings and any other necessary activities, and will provide the G.I.T.D. with as much notification as possible on a best-efforts basis. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval. If additional leave is required, such leave will be without pay and the G.I.T.D. shall not unreasonably withhold any such requests.
- 21.4 The parental leave provisions of the Employment Standards Act are applicable to the Employees covered by this Agreement, except that a Permanent Employee with a newborn child or who adopts a child is entitled to a two-week paid leave of absence, and their pay shall be based on the average of wages paid over the previous four (4) weeks worked.

ARTICLE 22 – SICK DAY BANK

- 22.1 For the purposes of this article, sick leave is defined as those periods when an Employee takes leave with pay pursuant to Article 22.2 because the employee is ill or disabled for reasons not covered by the Workers' Compensation Act and as a result is unable to attend work. For the purposes of this article, compensation for a sick day shall be equal to the hours of work scheduled on the day taken.
- 22.2 Permanent Employees shall be eligible for one (1) day of sick leave for each month of service. Other Employees shall be entitled to the number of sick days dictated by provincial regulation.
- 22.3 The yearly sick leave entitlement of twelve (12) days shall be credited to an employee's sick day bank on January 1st of each year of service. In the first year of employment, the number of sick days for the remainder of that year shall be credited to an employee's sick bank upon completion of probation. However, should the employment of such employee be terminated for any reason before the yearly sick-leave advance entitlement has been earned that year, an adjustment shall be made to the employee's final cheque to repay such advances.
- 22.4 Unused sick days from the previous calendar year shall be carried forward for use in subsequent years, at a rate of 50% of the unused entitlement. The maximum days in the sick bank shall be twenty (20) days.

- 22.5 No cash payment for unused sick leave will be paid to any employee leaving the service of the G.I.T.D.
- 22.6 The Employer may request reasonably sufficient proof of illness; however, a medical practitioner's note or similar documentation shall not be required for absences of five (5) consecutive days or less or for the first two (2) instances of sick leave in a calendar year. For absences exceeding five (5) consecutive days or for the third and subsequent instances of sick leave in a calendar year, the Employer may request reasonably sufficient proof, including a medical note where reasonable in the circumstances. The Employer shall not require documentation where it would be unreasonable or impractical to obtain, and self-attestation by the Employee shall be accepted as sufficient proof where appropriate.
- 22.7 A full time employee who receives wage loss benefits from the Insurance Corporation of B.C. or a court action shall reimburse the G.I.T.D. (at the rate paid out) for benefits received under this article up to the amount of:
- a) benefits received from the G.I.T.D. as sick leave; or
 - b) benefits received from the Insurance Corporation of B.C. or a court action and designated as compensation for loss of wages; whichever is less. It is understood that this provision is not intended to affect a private insurance program carried by a regular full-time employee.

ARTICLE 23 – HEALTH AND SAFETY

The Employer and the Union recognize the shared responsibility upon the GITD, the Union, and each individual to abide by WorkSafeBC regulations, and all other applicable legislation. It is agreed by that the Employer and the Union shall fully cooperate and ensure compliance with GITD's safety rules and practices. It is further agreed by GITD and the Union that WorkSafeBC regulations are the final arbiter of safety regulation.

23.01 Regulatory Compliance

- (a) The health and safety of all employees is of primary importance, and commitment to the fundamental value of human life must never be taken lightly. Therefore, the Employer has an obligation to each employee to provide safe and healthy working conditions, and to promote positive attitudes toward health and safety within the organization.
- (b) It is agreed that Part 2 of the BC Workers Compensation Act, and the Occupational Health & Safety Regulation is incorporated into and forms part of this Agreement. The Employer and the Union agree to abide by those provisions unless this Agreement provides otherwise.
- (c) Under the Act, employees have the following health and safety rights the rights:
 - (i) to know about the dangers in the workplace. The Employer is responsible for providing adequate direction and instruction of workers in the safe performance of their duties.
 - (ii) the right to participate in workplace health and safety activities through the Joint Health & Safety Committee or Worker Representative.
- (d) All levels of Management have the responsibility to ensure:

- (i) potential health and safety hazards are identified, and appropriate action taken as soon as possible;
 - (ii) employees have been adequately trained to recognize health and safety hazards, to work safely, and to protect themselves and other employees from occupational illness and injury;
 - (iii) government regulations are complied with; and,
 - (i) Company and industry safe work practices are followed.
- (e) All employees have a responsibility:
- (i) to become familiar with and follow safe work practices;
 - (ii) to protect themselves and fellow employees from occupational illness and injury;
 - (iii) to detect and report hazardous conditions and practices to their supervisor or Employer; and,
 - (iv) to maintain a neat, clean, and safe work environment.
- (f) All young or new employees shall be provided with the orientation and training as required by Occupational Health and Safety Regulation 3.23.
- (g) The Employer agrees to comply with applicable by-laws and regulations regarding workplace smoking.

23.02 General Duties of Workers

- (1) Every worker must
- (a) take reasonable care to protect the worker's health and safety and the health and safety of other persons who may be affected by the worker's acts or omissions at work, and
 - (b) comply with the OHS provisions, the regulations and any applicable orders.
- (2) Without limiting subsection (1), a worker must
- (a) carry out the worker's work in accordance with established safe work procedures as required by the OHS provisions and the regulations,
 - (b) use or wear protective equipment, devices and clothing as required by the regulations,
 - (c) not engage in horseplay or similar conduct that may endanger the worker or any other person,
 - (d) ensure that the worker's ability to work without risk to that worker's health or safety, or to the health or safety of any other person, is not impaired by alcohol, drugs or other causes,
 - (e) report to the supervisor or employer:
 - (i) any contravention of the OHS provisions, the regulations or an applicable order of which the worker is aware, and
 - (ii) the absence of or defect in any protective equipment, device or clothing, or the existence of any other hazard, that the worker considers is likely to endanger the worker or any other person,
 - (f) cooperate with the joint committee or worker health and safety representative for the workplace, and
 - (g) cooperate with the Board, officers of the Board and any other person carrying out a duty under the OHS provisions or the regulations.

23.03 Health and Safety Representative(s)

- (a) A Health and Safety Representatives shall be established in accordance with the following:

- (i) one (1) Worker Representative for the Union, appointed by the Union.
 - (ii) one (1) Employer Representative for the Employer, appointed by the Employer.
- (b) The Worker and Employer Representatives shall have the same duties and functions as a joint health & safety committee, to the extent practicable.
- (c) The Employer agrees to fully cooperate with the Worker and Employer Representatives and shall provide them with full access for carrying out their inspections, investigations and shall furnish all reports, plans and records pertinent to the work of the Committee.

23.04 Other Employer Obligations to Support Committee

- (1) The Employer must provide the joint committee with the equipment, premises and clerical personnel necessary for the carrying out of its duties and functions.
- (2) On request of the joint committee, the employer must provide the committee with information respecting
 - (a) the identification of known or reasonably foreseeable health or safety hazards to which workers at the workplace are likely to be exposed,
 - (b) health and safety experience and work practices and standards in similar or other industries of which the employer has knowledge,
 - (c) orders, penalties and prosecutions under the OHS provisions or the regulations relating to health and safety at the workplace, and
 - (d) any other matter prescribed by regulation.

23.05 Health and Safety Education Leaves

- (a) The Employer shall provide one (1) day of paid educational leave in each year for Worker Representatives to attend Health, Safety and Environmental courses that will enhance the members skills and understanding so that they more effectively participate in health & safety responsibilities.
- (b) The Employer must provide the educational leave under this Article without loss of pay or other benefits and must pay for, or reimburse the worker for, the costs of the training course and the reasonable costs of attending the course.
- (c) Aside from the mandatory eight (8) paid hour's annual training for each Committee member as required by WorkSafeBC, payment to attend seminars and/or upgrading on health and safety mater relevant to the workplace will be subject to the agreement of the Employer.

23.06 Representatives Recommendations

The Employer shall respond in writing within twenty-one (21) working days, to any formal recommendation of the Worker Representatives.

23.07 Unresolved Safety Issues

The Workers Representatives may refer unresolved safety issues to the Joint Labour/ Management Committee for possible resolution. This provision does not limit any right to seek a resolution from WorkSafeBC.

23.08 Investigations

- (a) The Representatives shall accompany all government inspectors during inspections and investigations.
- (b) In the case of a fatality or serious injury arising from an incident or condition at work, the Union shall be notified immediately and one (1) of its representatives shall join the Health and Safety Representative's investigation at the workplace.

23.09 Reporting Unsafe Conditions

The Occupational Health and Safety Regulation requires that whenever a person observes what appears to be an unsafe or harmful condition or act, the person must report it as soon as possible

to a supervisor or to the Employer, and the person receiving the report must investigate the reported unsafe condition or act and must ensure that any necessary corrective action is taken without delay.

23.10 Right to Refuse Unsafe Work

It is recognized that every employee has the right to refuse work if they have reasonable cause to believe that to perform the work would create undue hazard to the health or safety of any person. For the purpose of this Article, all rules, procedures and outcomes will be as outlined in Section 3.12 of WorkSafe B.C. Occupational Health and Safety Regulation which are as follows:

- (a) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (b) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to Article 23.08(a) must immediately report the circumstances of the unsafe condition to their supervisor or Employer designate.
- (c) A supervisor or Employer designate receiving a report made under Article 23.08(b) must immediately investigate the matter and:
 - (i) ensure that any unsafe condition is remedied without delay, or
 - (ii) if in their opinion the report is not valid, must so inform the person who made the report.
- (d) If the procedure under Article 23.08(c) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of:
 - (i) a worker member of the joint committee.
 - (ii) a worker who is selected by a trade union representing the worker, or
 - (iii) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.

- (e) If the investigation under Article 23.08(d) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or

equipment, both the supervisor, or the Employer designate, and the worker must immediately notify an Occupational Safety officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary. If the Occupational Safety Officer deems the work is safe to perform the work will be performed.

23.11 Reassignment of Work

- (a) If a worker refuses work under Article 23.08, the Employer must not require or permit another worker to do the refused work unless:
 - (i) the matter has been resolved under Article 23.08(c), (d), or (e), or;
 - (ii) the Employer has, in writing, advised the other worker and a person referred to in Article 23.08(d)(i), (ii) or (iii) of all of the following:
 1. the refusal;
 2. the unsafe condition reported under Article 23.08(b);
 3. the reasons why the task would not create an undue hazard to the health and safety of the other worker or any other person;
 4. the right of the other worker under Section 3.12 to refuse unsafe work
- (b) Employees who are due to work on a scheduled work period or shift after a shift during which there has been a stoppage of work arising from a work refusal, are deemed, for the purpose of calculating wages and benefits, to be at work during their work period or shift.

23.12 No Discriminatory Action:

- (a) A worker must not be subject to discriminatory action as defined in Section 150 of Part 3 of the Workers' Compensation Act because the worker has acted in compliance with Section 3.12 or with an order made by an officer.
- (b) Further to the provisions of Section 3.12 of the Occupational Health and Safety Regulation, a worker may refuse to perform any work activity which they have reason to believe is likely to endanger someone.

23.13 Cessation of Work

Any one or all employees working in the immediate proximity when a fatal accident has occurred may, without discrimination, refrain from working the balance of the shift.

23.14 Notification of Injury or Illness

- (a) Any employee suffering an injury or illness while at work must report immediately to First Aid and/or the Employer as soon as possible.
- (b) The Workers Health and Safety Representative shall be notified immediately of each injury or illness.

23.15 Injured Employee - Daily Earnings

- (a) Where an employee is injured on the job to the extent that they are required to obtain treatment at a medical facility or doctor's office, and the doctor recommends that the employee not return to work on that day, the Employer shall maintain the employee's normal daily earnings for the day of injury.
- (b) The Employer shall provide transportation at no cost to the employees if medical treatment is required.

23.16 First Aid Training

- (a) The Employer understands the importance of having qualified First Aid attendants and, therefore, upon an employee's request, the Employer will provide the employee with the opportunity to complete First Aid training leading to a recognized certification, subject to operational requirements, course availability, and reasonable limits on class size.
- (b) The Employer will pay the reasonable tuition, materials, and examination/certification fees for the approved course.

23.17 Duty to Accommodate

- (a) The Employer and the Union recognize the legal obligations associated with the duty to accommodate and commit to accommodate bargaining unit employees as provided herein. All employee related legislation is considered as incorporated into the Collective Agreement.
- (b) The central purpose of the duty to accommodate in employment is to promote, within the bounds of reason, the ability of individuals to fairly and equally participate in the workplace through the elimination of the discriminatory effects of workplace standards.
- (c) Accommodation is that which is needed in the circumstances to avoid discrimination and may require modification of job duties, work schedules, policies, procedures, equipment, or the workplace environment itself. It may also entail providing leaves of absence, training, transfers, and/or bundling of duties, among other things. The duty to accommodate is limited only by the standard of undue hardship, which is to be assessed on a case-by-case basis having regard to various factors.
- (d) The Employer, Union and the employee will work together co-operatively to provide a reasonable accommodation to the point of undue hardship.

23.18 Certifications

Any employee hired to perform job functions where a certification is required by government regulation (such as: Forklift Operator, Lift Operator, Electrician, etc.) shall be certified, and the Employee shall provide proof of certification to the G.I.T.D.

23.19 Working Alone

Employees shall not be required to work alone. If a rental client is unable to provide someone to stay with the technician until the lock up procedure is completed, another venue staff member must be present to ensure safety.

23.20 Working Alone Notice

The G.I.T.D. must ensure that rental clients are notified of and agree to Article 23.8 upon confirmation of booking.

ARTICLE 24 – REMUNERATION AND PAYMENT OF WAGES

24.1 The rates of remuneration set out in **Schedule A** to this Agreement shall apply during the term hereof.

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

24.3 Health and Welfare payments and R.R.S.P. deductions and payments as defined in this agreement, as well as dues and assessments as defined from time to time in accordance with the Union's Constitution and By-Laws, shall be paid to the Union and applicable Trusts no later than the fifteenth (15th) day of the month following work being performed. The G.I.T.D. agrees to provide a list of Employees with a full accounting of all deductions, payments and hours worked.

24.4 Employees will 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 regular time as well as any premium rates of pay (ST, OT, DT and Meal premiums), benefit premiums and individual deductions.

24.5 Each Employee will submit a timesheet every week for all work performed that week, including a breakdown of hours worked and meal breaks taken. Completion of timesheets shall be considered time worked.

24.6 The G.I.T.D. shall make the required Income Tax, Canada Pension Plan and Unemployment Insurance deductions and contributions as required under Provincial and Federal Statute.

24.7 Willful non-payment of wages when due or non-payment of moneys due to the employees and/or the Union shall constitute a fundamental breach of this Agreement, and in such cases, neither the Union nor any of its members shall be held liable for work stoppage or for any liabilities whatsoever resulting in such action.

ARTICLE 25 – COST OF LIVING ADJUSTMENT

25.1 Should the average Consumer Price Index for Vancouver (all items), as published by Statistics Canada on its website, in the last month of a contract year indicate a rise in the cost of living for that

contract year greater than 8%, the Schedule "A" wage scale will be increased at the end of the contract year in the following manner:

- a) for any percentage point to the nearest tenth that the Consumer Price Index increase exceeds 8% for that year, Schedule "A" rates will be increased by that % amount with immediate effect, before the pay percentage increase outlined for the following year is applied.

ARTICLE 26 – HEALTH, WELFARE AND R.R.S.P. ACCOUNTS

- 26.1 In the event that G.I.T.D. enrolls workers in an extended medical and dental plan, Permanent Employees under this agreement shall also be enrolled, immediately following the successful completion of their probation period.
- 26.2 The G.I.T.D. shall pay one hundred percent (100%) of any Medical Service Plan (MSP) fees levied by the provincial government for all Permanent Employees immediately following successful completion of their probation period.
- 26.3 Health & Welfare: The G.I.T.D. will pay to the I.A.T.S.E. Local 118 Health and Welfare Trust Account three percent (3%) of gross wages for every Employee under this Agreement not on the G.I.T.D.'s extended medical and dental plan for health and welfare purposes.
 - a) At the start of year two of this agreement the percentage shall increase to four percent (4%) of gross wages.
 - b) At the start of year three of this agreement, the percentage shall increase to five percent (5%) of gross wages.
- 26.4 Employee R.R.S.P. Contribution: The G.I.T.D. will deduct from each Employee five percent (5%) of gross earnings as Employee Savings Plan Deductions and remit the same to the I.A.T.S.E. Local 118 Savings Trust Account.
- 26.5 Employer R.R.S.P. Contribution: The G.I.T.D. will pay to the I.A.T.S.E. Local 118 Savings Trust Account three percent (3%) of gross earnings for every hour worked by every Employee for RRSP purposes.
 - a) At the start of year two of this agreement, the percentage shall increase to four percent (4%) of gross earnings
 - b) At the start of year three of this agreement, the percentage shall increase to five percent (5%) of gross earnings

ARTICLE 27 – DISCIPLINE

- 27.1 Employees shall have the right to have a representative of the Union present in any meeting with the G.I.T.D. that may lead to discipline or termination.
- 27.2 Right to Discipline: The G.I.T.D. shall have the right to: refuse to hire, discipline, or dismiss any Employee for which the G.I.T.D. has Just Cause.

- a) In any grievance arising from the G.I.T.D.'s refusal to hire, discipline, or dismissal of any Employee, the G.I.T.D. has the onus of showing Just Cause.
- b) If in the opinion of the Union, the G.I.T.D. fails to establish just cause for refusal to hire, discipline, or 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 G.I.T.D. deems reasonably necessary for their conduct and the management of its undertakings in all respects in order to satisfy its commitments and objectives insofar 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 Supervisors including but not limited to the General Manager, Producers, Event Organizers, Production Manager, Technical Directors, Stage Managers, Directors, Designers, or Supervising Technicians;
 - iii) Unsatisfactory performance of the Employee's' duties;
 - iv) Inability to perform the duties for which they were hired;
 - v) Intoxication, or being under the influence of illegal drug(s), or other substances which impair performance, while in the employ of the G.I.T.D.;
 - vi) Theft, fraud or other criminal or illegal activities while in the employ of the G.I.T.D.;
 - vii) Repeated unauthorized absence or repeated unauthorized tardiness.

27.3 Discipline procedure

- a) It is the intent to utilize, where appropriate, progressive discipline. Except in cases of gross misconduct, formal procedures do not need to be invoked when a rule is broken or a standard is not met. Conversations and discussions of reconciliation or improvement may be used to deal with issues of discipline. Appropriate disciplinary action shall be governed by the severity of the complaint, the employee's length of service and the employee's work record. If any party objects to these informal procedures, formal discipline procedures shall be used. Formal discipline shall mean:
 - i) firstly a conversation between employee and employer where options for reconciliation and benchmarks for improvement are discussed and mutually agreed upon
 - ii) secondly written warning
 - iii) thirdly suspension
 - iv) and finally termination
- b) during any disciplinary procedures, the Union shall be notified and the Employee shall have the right to have another Union member present.

27.4 Effective Date and Notification: Any discipline or dismissal shall be effective as of the moment the Employee is notified in writing by the G.I.T.D. The G.I.T.D. shall notify the Union in writing within forty-

eight (48) hours of such discipline or dismissal. Notification to the Employee and the Union shall include the reason(s) for discipline or dismissal.

27.5 Any Employee dismissed pursuant to this article shall not be an available member in good standing of the Union for the purposes of Article 11 (Calling Procedures for Casual Employees) of this Agreement. It is understood that this article 27.5 may be waived by mutual agreement between the G.I.T.D. and the Union.

27.6 Any Employee dismissed wrongfully pursuant to this Article 27 will be eligible for payment of all lost wages and shall be made whole.

ARTICLE 28 – GRIEVANCE PROCEDURE

28.1 All differences between the Union and the G.I.T.D. 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 the G.I.T.D. to resolve the issue verbally. Either party shall have the right to have a Union Steward or representative present at such a discussion.

Step 2: If the issue cannot be resolved verbally, then either party may formally register the difference or complaint in writing within ten (10) business days of the incident giving rise to the complaint. The Union shall present its complaint to G.I.T.D.'s Management and the G.I.T.D. shall present its complaint to the Union's Office.

Step 3: If no settlement is reached, designated representatives of both parties shall meet within ten (10) business days of the complaint being registered with the other party to try and resolve the matter.

Step 4: If agreement cannot be reached within ten (10) business days after the first meeting described in Step 3, the grievance shall be referred to a single arbitrator to be selected by both parties, whose decision shall be final and binding on all persons bound by this Agreement. If the Union and senior management officials of the G.I.T.D. cannot agree on a single arbitrator within five (5) days, either party may request the Minister of Labour to appoint such a single arbitrator. The costs of and incidental to the settlement of any differences shall be borne equally by the Union and the G.I.T.D.

28.2 The time limits in this Article 28 may be extended by mutual agreement.

ARTICLE 29 – TOOLS, DRESS, AND PERSONAL VEHICLE

29.1 Tools:

a) Each Employee shall be required to provide a basic hand tool kit consisting of: multi-tool and adjustable wrench.

- b) If an Employee, at the request of the G.I.T.D., supplies tools other than the basic hand tool kit specified in Article 29.1(a) or Article 29.2, the G.I.T.D. shall insure these tools while on the G.I.T.D.'s premises, provided a list of these tools has been submitted to the G.I.T.D..
 - c) The Employee shall ensure that tools or parts of tools (such as blades and bits) supplied by the Employee at the request of the G.I.T.D. shall be in proper working condition. Any items such as blades and bits that break or wear out will be replaced by the G.I.T.D.. A request by the G.I.T.D. to supply additional tools shall not be a requirement of employment.
- 29.2 Employees shall be required to follow all Personal Protective Equipment (PPE) requirements for the job they are doing. The G.I.T.D. must inform the Employee forty-eight (48) hours in advance of the work shift, or as soon as is known by G.I.T.D., if the employee is required to supply PPE.
- 29.3 All Employees, when they report for work, shall be dressed accordingly for the activity in which they are to be engaged. The G.I.T.D. may make regulations with respect to dress for performances such as show blacks or dress blacks as long as they inform the employees forty-eight (48) hours in advance of such requirements taking effect.
- 29.4 If an Employee reports for work without the appropriate dress or without the basic tool kit then, in the first case, the Employee shall be warned in writing with a copy sent to the Union and, in the second case, may be released from the work shift by the G.I.T.D. without compensation and with no penalty to the G.I.T.D. At the G.I.T.D.'s discretion the Employee may be released, without pay, for the time it takes to acquire the appropriate dress or the basic hand tool kit needed to complete the work shift.
- 29.5 If the Employee is dispatched after the call notice stated in Article 11.1.a (Calling Procedures for Casual Employees) of this Agreement, then the Employee will endeavour, to the best of their ability, under the circumstances, to provide special dress or tools. The Employee will not be penalized for their inability to provide these items.
- 29.6 Should an Employee be requested and agree to use a personal vehicle for the G.I.T.D.'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.

ARTICLE 30 – TRAVEL EXPENSES

- 30.1 Should Employees be required to travel outside Metro Vancouver Regional District the following conditions shall apply:
- a) Time spent traveling shall be considered time worked.
 - b) Accommodation expenses shall be paid by the G.I.T.D. Accommodation shall be the same as that provided to others, i.e.: Musicians. Actors, Designers etc.
 - c) Meal expenses shall be paid by the G.I.T.D. Such expenses shall be reimbursed as outlined by the Canada Revenue Agency travel directive appendix for meal allowances.
 - d) Additional legitimate expenses shall be reimbursed upon presentation of a receipt.

- 30.2 When Employees are required to work after midnight and do not have motorized transportation other than public transit, the Employee may take a Taxi and submit a receipt to the G.I.T.D. for reimbursement in accordance with G.I.T.D. policy.

ARTICLE 31 – TRAINING

- 31.1 In recognition of the need to maintain adequately trained and skilled technicians, and maintain the safety and security of the Employees covered by this Agreement, the G.I.T.D. agrees to allow, at times approved by the G.I.T.D., access to the 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 training is required by the G.I.T.D.
- 31.2 Any Employee conducting training on behalf of the G.I.T.D. shall be paid in accordance with this agreement.
- 31.3 GITD agrees to contribute to the IATSE Entertainment and Exhibition Industries Training Trust Fund:
- (i) CAD \$1,000.00 by June 30th, 2026;
 - (ii) CAD \$1,000.00 by June 30th, 2027; and
 - (iii) CAD \$1,000.00 by June 30th, 2028.

All contributions shall be made payable to the IATSE Training Trust Fund, and sent to 2210 West Olive Avenue, Suite 300, Burbank, CA 91506, with a copy of the statement sent to the Local. The Employer agrees to be signatory to the IATSE Entertainment and Exhibition Industries Training Trust Fund, established June 22, 2011 (“Trust Agreement”), and to abide by and be bound by its terms and conditions, and any amendments thereto, and all policies and procedures of the Fund, including Collection of Contributions Payable by Employers, as related to such contributions due.

31.4 Diversity Training

All GITD employees may be required to complete diversity and/or sensitivity training at the discretion of GITD management. The cost of the training will be covered by the GITD and the employee will be compensated for their time as per the minimum work shift requirements laid out in this agreement (Article 16). Failure to comply or complete this training to the satisfaction of GITD management may result in disciplinary action as per the disciplinary procedure laid out in this agreement (Article 27.3).

ARTICLE 32 – TECHNOLOGICAL CHANGE

- 32.1 The Union recognizes the right of the G.I.T.D. to introduce technological change for the purpose of improving operating efficiency.
- 32.2 In the event the G.I.T.D. introduces change or a new method of operation which requires different or greater skills, the G.I.T.D. shall give the Union ninety (90) days written notice of such changes. Within fifteen (15) business days of such written notice the G.I.T.D. and the Union shall meet to discuss and resolve if possible, any matters pertaining to the proposed changes.
- 32.3 Employees affected by any change or new method of operation shall be given proper time to acquire the skills necessitated by the change or new method of operation.

32.4 Where the G.I.T.D. determines that special training is required because of the change or new method of operation, Employees shall be given the necessary time off with pay to attend such training.

32.5 Technological change in this article includes when any number of Lessees frequently bring in the same rented equipment and it is used in place of G.I.T.D.-owned equipment. Frequently shall be at least 3 separate leases and/or presentations. The G.I.T.D.'s obligation will be to train 1 Employee of their choosing.

ARTICLE 33 – SCHEDULES

33.1 It is agreed between the G.I.T.D. and the Union that all Schedules annexed hereto are an integral part of this Agreement.

ARTICLE 34 – SAVINGS CLAUSE

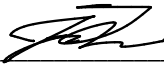
34.1 If any portion of this Agreement shall by Provincial, Federal, or other law, or by decision of any court be declared or held illegal, void or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect.

ARTICLE 35 – SIGNATORIES

IN WITNESS WHEREOF the Parties hereto have affixed their hands through their respective representatives on this 8th day of May, 2026.

Authorized representative for the G.I.T.D

Authorized representative for the Union



James "Wolf" Kokol, Production & Operations
Coordinato

Joe Sawan, Business Agent

Schedule A - Wage Rates

Pay Grade	Function*	Jan 1, 2025	Jan 1, 2026	Jan 1, 2027
1	Helps advance technical needs, develops policy and works as a G.I.T.D. technician.	\$27.71	\$31.00	\$32.00
2	supervises, leads, instructs, or directs the workflow of other G.I.T.D. or lessee workers	\$26.14	\$30.00	\$30.75
3	works alone or works self-directed, may act as a liaison with lessees.	\$25.10	\$29.00	\$29.75
4	technical theatre workers not included in other paygrades, Works as directed	\$24.05	\$28.00	\$28.75

* Functions are not job titles; job titles are within management rights. The Employer may create positions and job titles, the paygrade for such new positions and titles shall be agreed to with the Union. If no agreement can be reached the matter will be referred to the Joint Labour/Management Committee for resolution.

Hair, Make-Up & Wardrobe Kit Rentals:

Sewing machine	\$75/day
Commercial steamer	\$75/day
Iron and ironing board	\$50/day
Extensive sewing kit*	\$50/day
Hair and make-up kit	\$100/day

*Such kit is understood to be equipment beyond the standard flashlight / scissors, etc. normally earned by a dresser.

Letter of Understanding regarding Building facilities work

Between:

Granville Island Theatre District Society
(The G.I.T.D.)

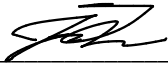
AND

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

1. This Letter of Understanding shall be in force and binding from 01 January 2026 to 31 December 2027
2. As interpretation guidelines for the collective agreement, use, maintenance, and repairs of any building facilities are not within the scope of technical theatre work so long as they do not involve technical theatre equipment. Examples include; tables, chairs, building mechanical systems and standard room lighting.

Authorized representative for the G.I.T.D

Authorized representative for the Union



James "Wolf" Kokol, Production & Operations
Coordinator

Joe Sawan, Business Agent

G.I.T.D. & I.A.T.S.E. Local 118 – 2026 – 2027 Agreement
Letter of Understanding regarding G.I.T.D. Touring, Producing and Co-Producing

Between:

Granville Island Theatre District Society
(The G.I.T.D.)

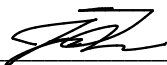
AND

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

1. This Letter of Understanding shall be in force and binding from 01 January 2026 to 31 December 2027
2. The G.I.T.D. will not tour, produce, or co-produce.
3. If the G.I.T.D. decides to tour, produce, or co-produce, the G.I.T.D. will endeavor to give the Union as much notice as possible, but no less than 120 days of notice before the first day of work.
4. The parties agree to meet to discuss the G.I.T.D.'s planned activities, within 14 calendar days of notification, to review the Collective Agreement, and discuss any points of concern.
5. Producing, Co-Producing, and Touring shall be defined as such:
6.
 - a) A production will be considered a co-production when production costs and liabilities are substantially shared between the G.I.T.D. and other producer(s).
 - b) Co-productions are not considered to be a Touring Production when presented in a co-producer(s) venue.
 - c) A Touring Production is defined as a production when presented in venues other than the venues of the co-producer(s).
7. If the G.I.T.D. requires engaging workers for any of the following activities, these items will be opened for negotiation:
8.
 - a) Wardrobe builds
 - b) Set builds
 - c) Special effect builds
 - d) Prop builds
 - e) Shipping case builds
 - f) Touring personnel and I.A.T.S.E. Traveling Stage Employees Contract ("Pink Contract")

Authorized representative for the G.I.T.D

Authorized representative for the Union



James "Wolf" Kokol, Production and
Operations Coordinator



Joe Sawan, Business Agent