

## **COLLECTIVE AGREEMENT**

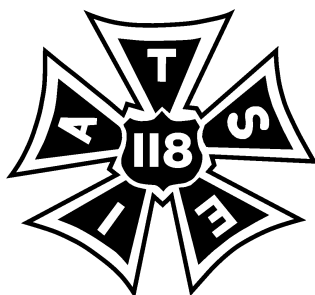
Between

**The Arts Club of Vancouver Theatre Society**

and

**International Alliance of Theatrical Stage Employees,  
Moving Picture Technicians, Artists and Allied Crafts of the  
United States, Its Territories, and Canada**

**Local 118**



Effective from:

September 1, 2020

to

August 31, 2024

## TABLE OF CONTENTS

ARTICLE 1	Intent.....	3
ARTICLE 2	Definition of Bargaining Unit .....	3
ARTICLE 3	Definitions.....	3
ARTICLE 4	Non-Discrimination .....	4
ARTICLE 5	Union Access to Premises.....	4
ARTICLE 6	Union Activities .....	4
ARTICLE 7	Program Credits and Union Emblem .....	5
ARTICLE 8	Management Rights .....	5
ARTICLE 9	No Strike Breaking.....	5
ARTICLE 10	No Strike or Lock-out Clause.....	5
ARTICLE 11	Labour/Management Committee.....	5
ARTICLE 12	Notification.....	5
ARTICLE 13	Employee Categories .....	6
ARTICLE 14	Seniority and Length of Service.....	6
ARTICLE 15	Interruption of Length of Service.....	7
ARTICLE 16	Hiring, Promotions, Upgrading and Transfers .....	7
ARTICLE 17	Calling Procedures .....	8
ARTICLE 18	Cancellation, Postponement, or Reduction of a Shift .....	9
ARTICLE 19	Layoffs: Regular Employees.....	9
ARTICLE 20	Layoffs, Holdovers and Early Closures: Temporary/Casual Employees .....	10
ARTICLE 21	Technological Change .....	10
ARTICLE 22	Regular Employee Rehire.....	11
ARTICLE 23	Assignment of Duties and Responsibilities.....	11
ARTICLE 24	Health and Safety .....	13
ARTICLE 25	Waivers .....	14
ARTICLE 26	Performance Reports/Discipline.....	14
ARTICLE 27	Grievance Procedure .....	15
ARTICLE 28	Work Week Schedule: Tour of Duty or call .....	16
ARTICLE 29	General Wage Provisions.....	17
ARTICLE 30	Salary Groups and Wage Scales.....	17
ARTICLE 31	Meal Periods .....	19
ARTICLE 32	Break Periods .....	19
ARTICLE 33	Days Off .....	19
ARTICLE 34	Overtime.....	20
ARTICLE 35	Night Differential .....	21
ARTICLE 36	Vehicle Expenses.....	21
ARTICLE 37	Report Point, Travel Time, and Expenses.....	22
ARTICLE 38	Co-Productions.....	22
ARTICLE 39	Touring Productions .....	22
ARTICLE 40	Vacations .....	23
ARTICLE 41	Statutory Holidays, Office Closed Days and Payment.....	24
ARTICLE 42	Leaves of Absence / Personal Time Off .....	25
ARTICLE 43	Severance Pay .....	26
ARTICLE 44	Disability Assistance Pay .....	26
ARTICLE 45	Union Dues .....	27
ARTICLE 46	Health & Welfare and Pension Plans.....	27
ARTICLE 47	Education, Seminars, Etc.....	27
ARTICLE 48	Existing Benefits .....	28
ARTICLE 49	Duration of Agreement.....	28
Appendix #1	Traveling Stage Employees' Contract / Averaging Agreement.....	29
Appendix #2	Mutual Agreement .....	33
Appendix #3	GVRD Definition .....	34
Appendix # 4	Assistant Stage Carpenter .....	34
INDEX	.....	35

This Agreement is made and entered into this 1<sup>st</sup> September, 2020

**BETWEEN:**

**THE ARTS CLUB OF VANCOUVER THEATRE SOCIETY**

hereinafter referred to as “**The Employer**”  
Party of the First Part

**AND:**

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

**LOCAL 118**

hereinafter referred to as “**The Union**”  
Party of the Second Part

**ARTICLE 1 Intent**

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

**ARTICLE 2 Definition of Bargaining Unit**

- 2.1 The Employer recognizes the Union as the exclusive bargaining agent for all persons employed in the Unit defined by the Labour Relations Board in its decision of July 29th, 1993 certifying the Union and any amendments thereto; as mutually agreed by the parties, or as ordered by the Labour Relations Board or in any of the positions listed in the wage schedule in this contract.
- 2.2 The Employer will bargain collectively with the Union, as required by the certification above referred to, in respect to rates of pay, wages, hours and conditions of work for all Employees as set out in 2.1.

**ARTICLE 3 Definitions**

- 3.1 The term “Employee” as used in the Agreement shall mean any person employed in a classification included within the bargaining unit referred to in Article 2.1. It shall include any person employed in any job or classification created in the future which the parties, by mutual consent or decision of the Labour Relations Board, decide to include within the bargaining unit.
- 3.2 Wherever in the wording of the Agreement the masculine gender is used, it shall be understood to include all genders.
- 3.3 The terms “basic rate”, “regular rate”, “straight time rate”, etc. are understood to mean the basic hourly rate of the Employee involved.
- 3.4 “Technical Week” shall be defined as the period starting with the first day of technical rehearsals with the cast on stage through to, and including, opening night.
- 3.5 A “shift” shall be defined as all scheduled hours and approved overtime hours worked in a given day, as placed by Management with the Union, posted on the Employee’s schedule, or extended with permission during the work period.
- 3.6 A “call” shall be defined as a single shift or group of shifts placed by Management with the Union.

- 3.7 A "unit set" is defined as a single set that does not utilize flies or motorized or moving set units. A unit set can be designed to serve as several different settings with only minor changes between scenes. The use of the house curtain and travelers are permitted. Due to the creative nature of theatre, if questions arise with respect to the classification of a unit set, the Employer and the Union agree to discuss the matter and come to an understanding.
- 3.8 Any notice, notification, post, or posting required under the provisions of the Collective Agreement is understood to mean that such notice, notification, post, or posting shall be in writing; hard copy, or digital format (email or PDF attachment), unless specifically noted or excluded within the body of the agreement.

#### **ARTICLE 4 Non-Discrimination**

- 4.1 The Employer will not interfere with, restrain, or coerce the Employees covered by this Agreement because of membership in or lawful activity on behalf of the Union. The Employer will not discriminate in respect to hiring, tenure of employment or any term of employment against any Employee covered by this Agreement because of membership in or lawful activity on behalf of the Union, nor will it discourage membership in the Union, or attempt to encourage membership in another Union.

#### **ARTICLE 5 Union Access to Premises**

- 5.1 Representatives of the Union shall have access to the Employer's premises to carry on inspection or investigations pertaining to the terms and conditions of this Agreement, at reasonable notice to the Employer, and free from unreasonable interference from the Employer. Such investigation or inspection shall be carried on at reasonable hours and in such manner as not to interfere unduly with the normal operations of the Employer.
- 5.2 The Employer agrees to provide bulletin boards in each workplace (i.e. Shop, Granville Island office area) for the purpose of posting official Union notices which may be of interest to Union members provided such notices are approved by the Union.
- 5.3 The Employer agrees to provide space in the shop where the Union may locate a filing cabinet. This cabinet is to be used for the storage of records, grievance forms, etc.

#### **ARTICLE 6 Union Activities**

- 6.1 The Union will not engage in Union activities other than those provided for in this Agreement during working hours or hold meetings at any time on the premises of the Employer without Employer permission.
- 6.2 Upon request by the Union, an employee's absence from work with pay shall be permitted where required in connection with the handling of a grievance and such permission shall not be unreasonably withheld.
- 6.3 The Employer shall release without pay up to three (3) employees for negotiation meetings.
- 6.4 Leave without pay will be granted to any employee duly authorized by the Union to represent employees in order to attend Executive meetings, Labour Conventions, Congresses, etc. A request for such leave for one (1) day or less shall be submitted at least five (5) working days in advance. For leaves of more than one (1) day, requests shall be submitted thirty (30) calendar days in advance. Such leave shall not be in excess of seven (7) working days. Leave for regular employees will not be granted during Technical Week.
- 6.5 It is agreed that not more than one (1) employee from a department need be released at any one time.
- 6.6 Leave provided for in this article shall not constitute a break in continuity of length of service credits.
- 6.7 All requests and authorizations for leave shall be in writing.

**ARTICLE 7 Program Credits and Union Emblem**

- 7.1 The Employer and the Union agree to display the IATSE Local 118 Emblem in a conspicuous place in the Lobby of the Employer's venues, when and where the Emblems of other related Unions and Associations are also displayed. The Emblem shall be of the same size and location of other Emblems or Crests. The Employer shall include the IATSE Local 118 Emblem on any promotional and program material where any other professional organizations are acknowledged. The Employer agrees to continue the current practice of giving program credits to Bargaining Unit employees involved in the productions unless printing deadlines preclude such inclusion.
- 7.2 It is agreed that the Employer may use the IATSE Local 118 Emblem on items, products and scenic elements produced in its shops by members of the bargaining unit. It is also agreed that the Emblem shall be of mutually acceptable size and placed in a location or locations acceptable to the Employer and the Union. It is understood that the Union Emblem shall remain the property of the Union and at no time shall the 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 to the members of the Union then the Employer's right to use the Emblem will be withdrawn.

**ARTICLE 8 Management Rights**

- 8.1 Subject to the terms of this agreement, the employer shall have the sole and exclusive right to operate and manage the business in all respects: to hire and direct the work force, to discharge, suspend or otherwise discipline an Employee for just cause.
- 8.2 When implementing new rules affecting working conditions, the employer will provide a written copy of such rules to the Union and shall post new rule(s) on the Union bulletin boards. New rules shall be explained at a Labour/Management meeting prior to implementation. Rules shall be consistent with this Collective Agreement.

**ARTICLE 9 No Strike Breaking**

- 9.1 The Employer agrees that no Employee will be required to cross a legal picket line. The Employer or the Union will not assist any Theatre or Production by performing bargaining unit work subject to a legal strike.

**ARTICLE 10 No Strike or Lock-out Clause**

- 10.1 The Union will not cause, nor permit its members to cause, or take part in a slowdown, strike, or picketing or any other collective action which may interfere with any of the Employer's operations during the term of this Agreement. The Employer will not cause, or permit its Employees to cause, engage in or permit a lockout of any of its operational locations during the term of this Agreement.

**ARTICLE 11 Labour/Management Committee**

- 11.1 Whereas the parties recognize that both are being confronted with new and increasingly complex situations, both the Union and the Employer agree to meet at least once every two (2) months pursuant to the provisions of section 53 of the Labour Relations Code of B.C.; in a sincere effort to establish and maintain a Labour/Management relationship that, without any sacrifice of principle of either party, will provide for honest discussions and an efficient way to resolve differences and reach a greater understanding of respective problems.

**ARTICLE 12 Notification**

- 12.1 The employer shall inform the Union in writing within 7 calendar days of any: hiring, job posting, promotion, transfer, resignation or any disciplinary action affecting any Employee within the Bargaining Unit.
- 12.2 Any notice, notification, post, or posting required under the provisions of the Collective Agreement is understood to mean that such notice, notification, post, or posting shall be in writing; hard copy or digital format (email or PDF attachment), unless specifically noted or excluded within the body of the agreement.

## ARTICLE 13 Employee Categories

13.1 Employees covered by this agreement shall be:

(a) Full Time Regular

A Full Time Regular Employee is defined as any Employee who is assigned work on a regular basis and for forty (40) hours per week. Full-time regular positions shall include:

Head Scenic Carpenter	Stanley Head Electrician
2 <sup>nd</sup> Scenic Carpenter	Head Wardrobe
Production Assistant	Head Properties
Granville Island Head Electrician	Production Administrator
Stanley Head Stage Carpenter	

The Employer may: assign a Part-Time Regular Employee, or by agreement of the Union, hire a Temporary Employee, to replace a Full Time Regular Employee for vacation, sick leave or other temporary relief.

(b) Part-Time Regular

Part-Time Regular Employee is defined as any Employee who is assigned work on a regular recurring basis for periods of less than forty (40) hours per week. Nothing shall prevent a part-time regular Employee from working forty (40) or more hours per week on an irregular basis.

Part-Time Regular Employees will work according to an assigned schedule except as specifically mutually agreed by the Employer and the Union.

Part-time regular positions shall include:

Head Scenic Artist	Granville Island Head Stage Carpenter
2 <sup>nd</sup> Stage Carpenter	Newmont Head Stage Technician
2 <sup>nd</sup> Properties	Head Sound Technician
2 <sup>nd</sup> Wardrobe	2 <sup>nd</sup> Sound Technician
Cutter	2 <sup>nd</sup> Electrician
Stitcher	2 <sup>nd</sup> Stage Carpenter
Wardrobe Maintenance	Stagehand
Production Assistant (Part-Time)	Head Tour Technician
Head Dresser	Head Rental Technician
2 <sup>nd</sup> Dresser	Rental Technician
Dresser	Building Maintenance

(c) Temporary/Casual Employees

A Temporary or Casual Employee is defined as an Employee hired for a particular show or project or as and when required; and assigned work in accordance with a posted work schedule. By agreement of the parties, a Temporary Employee may be hired to replace a regular Employee on leave or vacation.

13.2 It is agreed that Temporary/Casual Employees will not be used to displace or avoid the hiring of regular Employees.

## ARTICLE 14 Seniority and Length of Service

14.1 Seniority shall be determined by the Union in accordance with the Union's Constitution and Bylaws.

14.2 Length of service shall commence the date of hire upon completion of the probationary period.

(a) Temporary/Casual Employees' length of service shall be calculated as the accumulated sum of the hours worked.

(b) Regular Employees shall be credited with length of service calculated as the accumulated sum of the hours worked up to October 31, 1993 except that Employees previously classified as "full time regular" shall accrue length of service as "calendar" time. Commencing November 1, 1993 all Regular Employees shall accrue length of service as "calendar" time.

(c) In the event a Regular Employee becomes a Temporary/Casual Employee, accrued length of service will be retained and (a) above shall apply.

(d) For the purpose of converting length of service in hours to years, or fractions of years; all accumulated hours shall be divided by one thousand eight hundred (1800).

## **ARTICLE 15 Interruption of Length of Service**

- 15.1 Continuity of Length of Service shall be considered unbroken during:
- a) Maternity leave
  - b) Paternity leave
  - c) Compassionate leave
  - d) Jury Duty

Layoff for the following periods after which an Employee's length of service will terminate:

- (i) End of probationary period up to twelve months: Twelve months length of service credit;
- (ii) Twelve to thirty six months: Eighteen months length of service credit;
- (iii) Over thirty -six months: Twenty-four months length of service credit.

- 15.2 Length of Service credits will be maintained but not accumulated for:
- (a) A period of three (3) months after an Employee transfers to a job with the Employer not included in the Bargaining Unit;
  - (b) Maternity leave extensions;
  - (c) Paternity leave extensions;
  - (d) Compassionate leave extension;
  - (e) Breaks in service mutually agreed by the parties.
- 15.3 Length of Service shall cease to exist if the Employee resigns or is discharged for just cause or if an Employee is recalled to work and does not report to work as provided for in this Agreement except as provided in "Rehire" Article 22.

## **ARTICLE 16 Hiring, Promotions, Upgrading and Transfers**

- 16.1 Promotions and filling of regular vacancies shall be based on:
- a) An Employee's sufficient ability to perform the requirements of the work available;
  - b) Length of Service.
- Sufficient ability shall mean that an applicant has the skill, qualifications, special training, or equivalent experience required in the applicable job posting/job description prepared by the Employer and shall also include consideration of the Employee's performance during employment with the Employer.
- 16.2 Any regular positions within the Bargaining Unit shall be posted for a minimum of five (5) working days prior to hiring. The Employer shall firstly fill the vacancy from amongst Employees from the Arts Club Roster, then from Local 118, then from others who are qualified to perform the job in that order. The Employer agrees to promptly award the job according to the selection process outlined herein.
- 16.3 All Employees covered by this Agreement shall be considered probationary Employees for a period of three (3) months from the date of their first employment with the Employer. Employees subsequently hired into a regular position will be subject to a three (3) month trial period. The Employer may extend probationary or trial periods up to a total of six (6) months after prior consultation with the Union, and before the expiration of the first three (3) month period. Employees may return to their original position by request of the Employee or for just cause.
- 16.4 An Employee promoted to fill a regular vacancy or transferred to another job shall be on a trial period in such job for a period of up to ninety (90) days. The trial period may be extended for an additional ninety (90) days, upon written notice before the conclusion of the first ninety (90) days. The Employer may, at any time during this trial period, return the Employee to the Employee's former job with no loss of length of service. At the conclusion of a successful trial period, Employees will be advised in writing of their status.
- 16.5 If ensuing vacancies are caused by such promotions or transfers within the Bargaining Unit, they need not be posted for this five (5) working day period by mutual agreement between the Employer and the Union. Such agreement will not be unreasonably withheld. If the vacancy referred to herein occurs without advance notice to the Employer, the Employer shall fill the vacancy from amongst bargaining unit Employees qualified to perform the tasks of the job until the job posting procedure has been completed.

- 16.6 Upon request, Employees not promoted or transferred will be informed of the reasons for not being promoted or for not being transferred.
- 16.7 Without their consent, no Employees shall be transferred or assigned to a position outside the bargaining unit and such Employees will not be penalized for such refusal.
- 16.8 Employees required to perform in a job different from their regular job will not be penalized for errors committed during such performance, without considering the adequacy of training.
- 16.9 (a) Employees temporarily transferred to a lower classification shall continue to receive their current rate of pay and benefits for the duration of such assignment.  
(b) Regular Employees accepting a call for a lower classification shall receive the current rate of pay for that position for the duration of the call. The employee may refuse the call without prejudice.
- 16.10 An Employee who applies for and accepts a tour contract shall receive the rate of pay for that job.
- 16.11 Employees temporarily upgraded to a higher rated job shall receive the rate assigned to that salary group for any time worked calculated in four (4) hour intervals. All upgrades shall be noted and approved by the direct supervisor on the Employees time sheet.
- 16.12 At the time of assignment to a higher classification, Employees shall be advised in writing of their temporary upgrading. This shall also be noted on the Employee's time sheet.
- 16.13 Job selection for Regular positions shall be subject to the grievance procedure.

## **ARTICLE 17 Calling Procedures**

- 17.1 The Union shall dispatch qualified and competent Employees to work based upon seniority and availability.
- 17.2 Notification of IATSE 118 Dispatch:
- (a) A call shall be made as soon as possible, but not less than one hundred and twenty (120) hours prior to the time of the call, unless the Employer does not have sufficient information to set the call.
  - (b) The Employer shall advise the IATSE 118 Dispatch of the time of the call, the number of persons required, the category of work for each person, the approximate times and lengths of meal breaks, and the approximate duration of the call.
  - (c) If the Employer wishes specific persons:
    - (i) To act in the capacity of Crew Chief, a list of the members of the Union that the Employer wishes to employ, including alternates, will be given to the Calling Steward at this time.
    - (ii) By mutual agreement between the Employer and the Union: when construction of a production requires specialized skills, the Employer may name request specific members of the bargaining unit or of the Union. It is understood that the person hired under this provision shall be paid as per the job category for which they are hired.
    - (iii) When a production is being re-mounted within Metro Vancouver the Employer may name request that the bargaining unit members who have filled the running crew positions on the previous production be hired, based upon seniority. It is understood that the person hired under this provision shall be paid as per the job category for which they are hired.
    - (iv) The Union shall endeavor to accommodate the Employer's request.
    - (v) If less than one hundred and twenty (120) hours' notice is given for a call, then subsection 17.2 (c) of this Article shall not apply, and nothing shall require the Calling Steward or the Union to supply the specific person or persons requested.
    - (vi) To replace a Regular Employee (Full Time or Part Time) who is on a leave of absence (personal or medical) or on holidays, a list of the members of the Union that the Employer wishes to employ will be given to the Calling Steward at this time. It is understood that the person hired under this provision shall be paid at the wage rate of the person they are replacing, but the hours of employment will be as required.



- 17.3 When an Employee is dispatched in a capacity in which he has not worked previously for the Employer, the Employer may request that the Employee provide details of his training and experience.
- 17.4 The Calling Steward shall inform the Employer in a timely manner that the call has been filled and provide the names and phone numbers of those Employees on the call. The Steward shall provide this information:
- (a) For Running Crew: ten (10) days prior to the start of the call. The call must be placed with the Calling Steward at least 3 weeks prior to the call. If the call is not filled 5 days prior to the start of the call, the Employer may fill that call.
  - (b) For Strike and Fit-up Crew: at least seventy two (72) hours in advance of the call. If the call is not filled seventy two (72) hours prior to the start of the call, the Employer may fill that call.
- 17.5 Employee replacements or substitutions for Employees hired for running crew will not be allowed except in the case of illness, injury, or at the request of the Union and agreement of the Employer. Agreement will not be unreasonably withheld.
- 17.6 For strikes and fit-ups, a Crew Chief must be hired for the period of the call when that person is expected to supervise, instruct, or run a crew (of four or more, inclusive of a crew chief) within a single department.
- 17.7 Commencement of Shift - A shift shall commence at least thirty (30) minutes prior to the scheduled commencement time of the performance except by mutual agreement between the Employer and the Union.
- 17.8 Tools - All Temporary/Casual Employees assigned to fit-up/tear-down calls shall provide their own basic personal tools which shall include: claw hammer, pliers with side cutters, multi-driver, crescent wrench with safety strap, mat knife, flashlight, 25 foot tape measure, pencil, and gloves.

#### **ARTICLE 18 Cancellation, Postponement, or Reduction of a Shift**

- 18.1 To cancel, postpone, or reduce a shift, in hours or size of crew without penalty; the Employer shall notify the Calling Steward or Employee as much in advance as possible, but no later than the end of the Employee's shift prior to the day of the change or twenty four (24) hours whichever is lesser. If such notice is not given, the Employee shall be credited with all hours originally scheduled plus any additional hours prior to the time of shift.
- 18.2 The Employer may use 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.
- 18.3 In the event of cancellation of the shift due to FORCE MAJEURE, the Employer shall not be obliged to provide notice or pay for scheduled hours not worked. The Employees shall be paid for all completed hours; or two hours, whichever is greater.

#### **ARTICLE 19 Layoffs: Regular Employees**

- 19.1 The Employer will inform the Union through the Labour/Management Committee with respect to any planned layoff. In the event of layoff within a department, Employees will be laid off in inverse order of length of service provided that the Employee with the greater length of service has the qualifications and sufficient ability to perform the available work satisfactorily.
- 19.2 Employees about to be laid off from one job who have the qualifications and the ability to perform the requirements of the work available in another job may apply their length of service and revert to such other job. Employees exercising this right must advise the Employer in writing within five (5) days of being advised of layoff. No junior (length of service) Employee is to be displaced by a more senior (length of service) Employee unless the senior Employee has the qualifications and sufficient ability to perform the job filled by the junior Employee.
- 19.3 In the event of layoffs, Regular Employees affected will receive three (3) weeks' notice or three (3) weeks salary in lieu of notice. Notice for Part-time Employees may be provided at the time of hire in the event the

term of employment is less than three (3) weeks. Salary in lieu of notice for Part-time regular Employees shall be based on the average salary paid over the previous three (3) months.

- 19.4 When an Employee is laid off, the Employer will continue to pay its portion of the group health and welfare payments until the end of the month following the month in which the Employee is laid off. The Employer's portion shall be the average of the payments made over the previous three (3) months.
- 19.5 The Employer agrees that it will not schedule overtime in order to affect or extend layoffs.
- 19.6 An Employee who voluntarily reverts to a lower job classification shall receive the rate of pay of that new job classification.

#### **ARTICLE 20 Layoffs, Holdovers and Early Closures: Temporary/Casual Employees**

- 20.1 The duration of temporary employment will be specified at the time of hiring.
- 20.2 If the project, with the exception of show run calls, for which a temporary/casual Employee is hired, is completed or stopped before the originally specified date; then notice or pay in lieu of notice shall be given as follows:
- |                      |                |
|----------------------|----------------|
| Calls up to one week | 1 day notice   |
| 1 to 2 weeks         | 3 days notice  |
| 2 to 3 weeks         | 5 days notice  |
| 3 to 4 weeks         | 7 days notice  |
| 4 to 5 weeks         | 9 days notice  |
| Over 5 weeks         | 10 days notice |
- 20.3 The Employer may assign alternate work to the employee. If the employee chooses not to accept alternate work, the employee shall not be entitled to pay in lieu of notice.

#### **Holdovers**

- 20.4 In the event of a holdover, the Employer shall advise the Union not less than one week prior to the original closing date of the production. Employees affected will exercise their option to continue working the production or be replaced. This option must be exercised within twenty-hour (24) hours of notice being given.

#### **Early Closure of a Show**

- 20.5 If the production for which a temporary Employee was hired closes before the originally stated closing date, then two (2) weeks' notice (or pay in lieu of notice) will be given.
- 20.6 For the purpose of this Article, a week of notice shall be defined as commencing at half an hour (1/2 hour) into the first shift of the week.

#### **ARTICLE 21 Technological Change**

- 21.1 In the event that the Employer introduces or permits to be used any process, machinery or equipment which substitutes for, supplements or replaces any present process, machinery or equipment being operated as of the date of this Agreement by Employees within the bargaining unit, such process, machinery, or equipment shall be operated and maintained only by Employees in the bargaining unit wherever possible and consistent with Article 23.
- 21.2 Should the introduction, replacement, supplementation or modification of any machinery, equipment, or device, which is or would fall under the jurisdiction of the Employees in the bargaining unit, result in the layoff (as distinguished from layoffs caused by changes in productions) of Employees, the Employer agrees to the following conditions:
- (a) The Employer will give the Union and the Employees as much advance notice as is practicable, but not less than three (3) months notification of such layoffs or three (3) months' pay in lieu of said notice plus all other benefits for the same period. Also, the Employees shall receive severance pay pursuant to this agreement.

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

## **ARTICLE 22 Regular Employee Rehire**

- 22.1 Regular Employees shall be recalled into their most recently held regular job in order of their Length of Service.
- 22.2 In the event a regular job is eliminated, an Employee with greater Length of Service shall be recalled before an Employee with lesser Length of Service.
- 22.3 Regular Employees who refuse or fail to return to work without sufficient reason, when a position of equivalent salary and hours of work is offered by the Employer, will lose their Rehire rights.
- 22.4 Employees who accept and subsequently cannot perform the job satisfactorily shall be returned to layoff status without prejudice.
- 22.5 The Employer's responsibility to recall Employees will be considered to be fulfilled if the Employer gives notice in writing; hard copy or digital format (email or PDF attachment), to the former Employee's last known address. It is the Employee's responsibility to keep the Employer informed of their current address or any temporary mailing address. Employees must notify the Employer of their intention within ten (10) days of the notice being given. It is agreed that, where time is of the essence, the Employees may be recalled by telephone.

## **ARTICLE 23 Assignment of Duties and Responsibilities**

- 23.1 The Employer agrees to continue to assign duties and the utilization of production equipment for Arts Club Theatre productions or work directly related to Arts Club Theatre productions to Bargaining Unit Employees as per current practice.
- (a) All third party use of Arts Club Theatre stages and its associated equipment shall be bound to the terms and conditions of this contract, as a condition of use, as if such rental was an Arts Club Theatre production. Employees, volunteers, or members of the third party shall not be allowed to act as theatrical technicians or to perform bargaining unit work unless accompanied (assisted, shadowed) by a bargaining unit member. The use of third party Employees shall not result in a reduction of the number of bargaining unit Employees utilized by the Employer. Third party workers shall be permitted to perform Bargaining Unit work on their own stand-alone property on the stage deck, loading dock, or technical booth. Bargaining Unit members shall be hired to install and remove such equipment, and must be present when that equipment is in use.
- (b) The Employer will hire a rental technician when Arts Club Theatre equipment is being utilized or when any of the Arts Club Theatre stages are rented to non-professional societies, or community based non-profit groups. Such societies may use a reduced crew of bargaining unit members, and have their own volunteers (or Society members receiving modest honorariums) perform some of the work normally performed by Bargaining Unit members. Third party workers shall be permitted to perform Bargaining Unit work on the stage deck, loading dock, or technical booth. Additional technicians will be hired where required.
- 23.2 All IATSE Employees may be assigned to perform additional duties with regard to department, classification or jurisdiction, provided they have the skills and ability required to complete them. Those additional duties shall be incidental or temporary when a single staff member could easily complete the additional duties without undue risk to safety. The shop steward may be consulted as to their appropriateness. Examples; not inclusive:

- a) Electricians – The show electrician may trigger cues (projections and/or sound) linked to a second operating system (in addition to lighting cues), providing that no adjustments will be required from the electrician during the show. When more than two (2) operating systems are used, Management will consult with the Head Electrician and a shop steward to work out the appropriate crew staffing to support the production.
  - b) Wardrobe – A dresser will not be required when there is only a single quick change or when the only duties involve putting out laundry or an initial pre-set.
  - c) Wardrobe – When a production has more than one (1) quick costume change, any wig or lace piece (including facial hair) quick changes, more than five (5) costume pre-sets, children in the cast, or specialty makeup, Management will consult with the Head of Wardrobe, the Head Dresser and a shop steward to work out the appropriate crew staffing to support the production.
  - d) Video – When a production uses a video system to record or live stream a production, using live camera operators, a Head Video technician will be required.
- 23.3 Assignment of Full Time and Part Time Employees to Alternate Employment: The Employer may assign full time and part time Employees to work other than their regular position, on a temporary basis, provided that the Employee has the skills and is mutually agreeable.
- 23.4 The Employer will not contract out work normally performed by bargaining unit Employees for Arts Club Theatre productions if such contracting out will result in avoiding the hiring of a member, or termination or downgrading of an existing Employee. It is agreed that the Employer may contract out, in the event appropriate space or equipment, or qualified personnel is not available, only upon mutual agreement between the Employer and the Union.
- 23.5 The Employer may use a specialist to maintain, test, adjust or repair any equipment or device operated or maintained by members of the bargaining unit. A member of the bargaining unit shall be assigned to assist or accompany such specialist in order to become familiar with the maintenance, test, adjustment, or repair being performed by the specialist, if such duties of the specialist would normally be assumed by member(s) of the bargaining unit.
- 23.6 When a third party contracts the Employer to construct or setup a stage set, bargaining unit persons shall be assigned to perform the work involved.
- 23.7 Non bargaining unit Employees may perform bargaining unit work in an emergency or in order to train bargaining unit members.
- 23.8 It is understood that the following work practices by persons outside the bargaining unit are recognized by the Union, and the Employer shall not be required to alter such practices:
- (a) It is understood and agreed between the parties that members of the Production Management team may:
    - (i) perform specific maintenance functions related to the buildings under the Arts Club Theatre's control;
    - (ii) design, develop prototypes and oversee the installation of special effects for Arts Club Theatre productions;
    - (iii) perform the investigations and analyses into the maintenance requirements of theatre-related equipment;
    - (iv) perform the investigations and analyses into the maintenance requirements of properties, scenic elements, wardrobe and other items related to Arts Club Theatre productions.
    - (v) perform repairs or assist Employees, hands on, with unplanned repairs of the articles listed in Articles 23.8(a)(i-iv).
  - (b) Designers may continue the current practice of performing bargaining unit work related only to the execution of the artistic aspects of their job;
  - (c) Volunteers, grant workers, students on practicums and persons on job training programs may perform bargaining unit work. The Employer agrees to present to the Labour/Management Committee, prior to implementation, a full disclosure; including numbers of persons, dates of employment, hours of employment and the assignment of duties. Such persons shall work under the direction of bargaining unit Employees while bargaining unit work is being performed. The

Union and Bargaining Unit Employees shall not be held liable for any action or lack thereof of volunteers.

- (d) Stage Management may not perform bargaining unit work, except as follows:
- (i) On a unit set, as defined in Article 3.7, Stage Management may perform changes of hand props and/or furniture at the Stanley Theatre and Granville Island Stage, or any tours originating from those locations.
  - (ii) The Employer may utilize one (1) stage manager (Assistant/Apprentice) as backstage running crew at the Newmont Stage.
  - (iii) Tours originating from the Newmont Stage or shows produced by the Employer for tour only may use one (1) stage manager (Assistant/Apprentice) to perform changes of hand props and/or furniture.
  - (iv) For a show originating on tour: when a touring production moves into an Arts Club Theatre venue, the above rules for that respective venue shall take effect for that touring production moving forward.
- (e) When work in a theatre venue is for non-technical rehearsal on stage and does not use technical show elements an Employee is not required to be present.
- (f) Where the work involved is momentary or incidental in nature, and would not justify a four (4) hour call, Management may assist Employees in their work. (For example; moving a piano.)

- 23.9 Except as otherwise specifically provided in Article 23.8 (d) (ii) it is agreed that the above provisions of this Article 23 shall not be used to:
- (a) Eliminate or avoid the hiring of bargaining unit Employees,
  - (b) Cause a reduction in hours of work, a layoff or a termination of bargaining unit Employees, or to avoid the recall of bargaining unit Employees on layoff or to avoid the payment of penalties or premiums to bargaining unit Employees or, as a result of working on a continuing basis, prevent an increase of the workforce or to replace an Employee on leave or vacation.

## **ARTICLE 24 Health and Safety**

- 24.1 The Employer agrees that it is the responsibility of the Employer to make adequate provisions for the health and safety of Employees during the hours of their employment.
- 24.2 The Union and the Employees agree that Employees share responsibility for their safety and health and agree to cooperate fully with the Employer on all matters of health and safety.
- 24.3 The Employer agrees to adhere to all the provisions of the Workers' Compensation Act of British Columbia and all rules and regulations thereto and any other statute Provincially or Federally dealing with the safety and health of the Employer's Employees.
- 24.4 Having due regard to health and safety, the Employer agrees to try to equalize the work load so that any individual Employee is not repeatedly scheduled excessive hours of work.
- 24.5 The Employer agrees to furnish, if required, all non-personal safety equipment including eye and ear protection, safety belts and harnesses, hard hats, and filter masks but not including footwear or gloves.
- 24.6 When dangerous and hazardous work is involved, all reasonable safety and precautionary measures shall be taken by the Employer. No Employee shall be disciplined or discharged for refusal to work on a job or in any work place or to operate any equipment where there are reasonable grounds to believe that it would be unsafe or injurious to health to do so; or where it would be contrary to applicable Provincial or Municipal regulations or legislation.
- 24.7 An Employee may, before performing tasks involving climbing or potentially hazardous duties, request the assistance of another Employee. If an Employee is assigned any job or task involving wiring connections to a breaker panel or a hydro disconnect box, the Employer agrees to provide a second person as a safety backup.

- 24.8 In the event that there are requirements for open flame or pyrotechnics on stage, there will be a minimum of two (2) persons backstage of which at least one (1) will be a bargaining unit member. This shall not include matches deposited in flame-proof receptacles, one (1) candle, or lighters. Exceptions to this clause may be made by mutual agreement between the Employer and the Union.
- 24.9 Problems involving safety and health are to be discussed between the Safety Committee members prior to calling in inspectors from the Workers' Compensation Board. The Safety Committee shall be comprised of a representative of the Employer and of the Union, and in the event of disagreement, a mutually acceptable third party referee shall be appointed. Where precautionary measures, as agreed by the Safety Committee, have not been taken, an Employee's refusal to undertake such work will in no way be held against the Employee or prejudice employment with the Employer. The representatives of the Safety Committee will advise Employees immediately if, in their opinion, they consider any matter referred to them to be safe or unsafe, healthful or unhealthful.
- 24.10 The Production Department Employee Representative and/or his alternate that are elected to sit on the safety committee shall be paid for attendance at meetings. Scheduling of these Employees will allow them to attend such meetings, except when there is a conflict with the production schedule of a show. Payment to these Employees will not be taken into account in overtime calculations and will not be subject to minimum hour requirements, as detailed in Article 28.2.

#### **ARTICLE 25 Waivers**

- 25.1 The Union agrees that when dealing with the Employer's request for a waiver on bargaining unit positions or duties, the Union will assess the request in light of past practice and/or on its individual merits.

#### **ARTICLE 26 Performance Reports/Discipline**

- 26.1 It is understood that for the purposes of this agreement that "just cause" shall include but may not be limited to: breach of rules, lack of ability, unsatisfactory performance, repeated unauthorized absence, insubordination, theft, fraud, criminal activities directly affecting the job. The Employer agrees to apply the rules of progressive discipline in all matters of discipline.
- 26.2 An Employee shall be notified in writing; hard copy or digital format (email or PDF attachment), of any written expression of dissatisfaction concerning work performance within fourteen (14) calendar days of cause for such dissatisfaction becoming known to management. The Employee shall be advised of the exact nature of any complaint or accusation which may be detrimental to advancement or standing with the Employer. If this procedure is not followed, such expressions of dissatisfaction shall not become part of the Employee's record or used as evidence at any time. This Article shall not prevent verbal expressions of dissatisfaction, but such verbal expressions must be reduced to writing before becoming part of an Employee's record.
- 26.3 The Employee's written reply to such complaint or accusation, if received within fourteen (14) calendar days after notice, has been given pursuant to Article 26.2 shall become part of the Employee's record. Time limits may be extended by mutual agreement between the Employer and the Union.
- 26.4 The Employer may release an Employee at any time for just cause. The parties agree that such "just cause" may include disciplinary matters less stringent for probationary Employees than for Employees who have completed their probationary period.
- 26.5 The Employer will notify the Union of any Employees who have been released. Said notification shall be given within three (3) days of the probationary Employee having been notified.
- 26.6 Demotion or discipline of an Employee who has completed the probationary period shall be for just and sufficient cause. The Employee shall be given notice of the Employer's decision, and reasons to demote or discipline, in writing.

- 26.7 Dismissal of Employees, who have completed their probationary period, shall be for just and sufficient cause. The Employee and the Union shall be given notice of the Employer's decision and reasons to dismiss in writing.
- 26.8 Any complaint recorded against an Employee as a written expression of dissatisfaction shall automatically be removed from the Employee's file after a twenty four (24) month period and may not be used in evidence against the Employee thereafter unless another written expression of dissatisfaction of a similar nature was given during that twenty four (24) month period. In the case of Temporary/Casual Employees, this shall be subject to a period of eighteen hundred (1800) hours worked, or three (3) years, whichever comes first.
- 26.9 Upon request for review by an Employee, there shall be an evaluation of the Employee's performance record at a mutually agreeable time.
- 26.10 Employees shall have access to their personnel file in the presence of management during office hours, once every six (6) months (or earlier in the case of a grievance), at a mutually agreeable time, but in no event later than three (3) days after the initial request.
- 26.11 The Union shall have access to Employee personnel files upon reasonable request, at a mutually agreeable time and in the presence of a management designate.

#### **ARTICLE 27 Grievance Procedure**

- 27.1 The Parties agree that every effort will be made to resolve complaints between Employees and management before the complaint becomes a written grievance.
- 27.2 In the event of a dispute between any member or members of the bargaining unit and the Employer, in reference to the application, administration, interpretation or alleged violation of this Agreement, the following shall be the procedure for adjustment and settlement thereof:

##### Step 1:

The grievance shall be presented in writing to the Employer or designate within ten (10) days of the arising of such grievance when the nature of the grievance shall be discussed, in an attempt to reach a settlement. Management shall respond in writing within five (5) days of receipt of the written grievance outlining the Employer's position.

##### Step 2:

Failing settlement at Step 1, the Local grievance committee shall meet with the Managing Director or designate, in order to attempt to settle the grievance within ten (10) days of the Step 1 response. The Employer shall respond with a position within five (5) days of the Step 2 meeting.

##### Step 3:

Should the Union disagree with the written position of the employer, the matter may be referred to the Ministry of Labour pursuant to the Labour Relations Code upon mutual agreement of the parties; or to a special investigation pursuant to the Labour Relations Code or to a mutually acceptable single arbitrator. The Employer and the Union shall bear the Arbitrator's costs equally.

- 27.3 The arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement, but shall hear the parties and settle the terms of the question to be arbitrated and make the award within fifteen (15) days from the date of the hearing. This time limit may be extended by mutual agreement between the Employer and the Union. The decision of the arbitrator shall be final and binding on both parties.
- 27.4 In dismissals and matters of general concern where time is of the essence, the matter may be admitted at Step 2 of the grievance procedure.

- 27.5 Time Limits: Any time limit mentioned under the grievance procedure shall exclude Saturdays, Sundays, and Statutory/General Holidays, and may be extended by mutual consent.
- 27.6 Employees shall suffer no loss of pay or other benefits while attending grievance meetings with the Employer.

#### **ARTICLE 28 Work Week Schedule: Tour of Duty or call**

##### Full time regular Employees

- 28.1 The work week for Full Time Regular Employees shall be guaranteed, consist of a minimum of forty (40) hours and shall apply and commence at 12:01 am Monday. The hours of work shall be exclusive of unpaid meal periods but inclusive of breaks.

##### Tour of Duty

- 28.2 An Employee shall receive a minimum credit of four (4) hours of pay when called to work, calculated in increments of one quarter hour (1/4 hour) in which work was performed. If work extends beyond midnight such work shall be considered as falling wholly within the calendar day in which it starts.

##### Split Shifts

- 28.3 Split shifts may be scheduled provided that:
- (a) no shift of less than 8 hours may be split;
  - (b) no shift may be split more than once;
  - (c) if a split shift cannot be completed by the twelfth (12<sup>th</sup>) hour, each Employee will be paid one and one-half times (1.5) the prevailing rate for each hour worked beyond the 12<sup>th</sup> hour of the day. The reference to the 12<sup>th</sup> hour refers to the 12<sup>th</sup> hour of the day, not of hours worked.
  - (d) any break longer than one (1) hour in duration will constitute a split shift,

##### Posting of Schedules

- 28.4 Each regular Employee's schedule for any week shall be posted weekly one week in advance in a consistent place except for schedules covering a Technical Week in which case the schedule will be posted as early as possible but in no event later than Thursday prior to the week in question. It is recognized that the building maintenance position is scheduled on an as and when required basis.
- 28.5 Temporary/Casual Employees schedules for any week shall be posted as early as possible, but in no event later than the first day of work. It is the intent to ensure that each Employee is advised of their work schedule at the earliest possible time.
- 28.6 Each Employee's schedule shall state clearly daily starting time, finishing time, and meal breaks. Regular Employees' schedules shall include days off.
- 28.7 In the event that the Employee's schedule for any week is not posted in accordance with this Agreement the previous weekly schedule shall carry over until a new schedule is posted.
- 28.8 After posting there shall be no reduction in the number of hours scheduled for any day in the week without notice being given by the end of the Employee's shift one day prior to the day in question.
- 28.9 An Employee's days off will not be changed once the schedule has been posted, unless mutually agreed.

##### Change of Starting Time

- 28.10 Notice of any change of starting time shall be given as much in advance as possible, but no later than the end of the Employee's shift prior to the day of the change. If such notice is not given the Employee shall be credited with all hours originally scheduled plus any additional hours. This article does not apply to an Employee who is covering the first (1st) day of absence of another Employee.
- 28.11 Prior to going on vacation of four (4) days or more, when a schedule covering the period of the vacation is not posted an Employee shall be given a prearranged day to report back.



- 28.12 It is the intent of the foregoing to insure that Employees shall be apprised of their daily work schedule at the earliest possible time. It is the Employer's responsibility to inform Employees of any change in their schedule.

## **ARTICLE 29 General Wage Provisions**

- 29.1 The terms "basic rate", "regular rate", "straight time rate", etc. are understood to mean the basic hourly rate of the Employee involved.
- 29.2 All overtime, meal penalties and premiums must be authorized by the Production Manager, the Technical Director or management designate, before it is worked. Unauthorized overtime, meal penalties and premiums will not be paid.
- 29.3 Payment for overtime work, premiums and penalties shall be made at the next scheduled pay day, and in any event not later than fourteen (14) days after receipt of a properly completed timesheet.
- 29.4 Each Employee will complete a timesheet daily as prescribed by the Employer, and this timesheet will be kept in a place prescribed by the Employer. This timesheet shall be signed by the Employee and submitted to the Employer at the end of their final shift for the week covered by the timesheet. The timesheet will be retained as a permanent record by the Employer. Where there has been a change to a timesheet, the Employer will provide copies of each timesheet for the pay period in question. It is the responsibility of the Employer to calculate the Employee's pay on the basis of the information supplied on the timesheets. The Employer will provide a breakdown of the pay calculations and such breakdown will be recorded on the Employee's pay cheque stub. In the event of any dispute arising regarding pay cheques or timesheets the Employee involved and the Union shall have access to the Employee's pay records upon reasonable notice to the Employer.
- 29.5 Employees assigned off premises shall submit timesheets as soon as is possible upon returning from such assignment.
- 29.6 Employees will be paid every Friday for work completed in the week prior. If Friday is an Employee's scheduled day off, the Employee's pay cheque will be made available by 5:30 pm on Thursday.
- 29.7 Temporary/Casual Employees will have their vacation pay paid out weekly at the rate of four (4) percent.
- 29.8 All wage rates shall be reduced by fifty cents (\$0.50) for the duration of the probationary period, up to a maximum of three (3) months.

## **ARTICLE 30 Salary Groups and Wage Scales**

### **30.1 Salary Groups/Employee Rate Categories**

#### **Group #1**

Shop Department Heads - Head Scenic Carpenter, Head Properties, Head Wardrobe, Head Scenic Artist

#### **Group #2**

Stage Department Heads - Stanley Head Stage Carpenter, Stanley Head Electrician, Granville Island Head Stage Carpenter, Granville Island Head Electrician, Newmont Head Stage Technician, Head Sound Technician, Head Video Technician, Head Dresser, Head Wigs, Head Tour Technician, Head Rental Technician

#### **Group #3**

Shop Lead Hands - Building Maintenance, 2<sup>nd</sup> Scenic Carpenter, 2<sup>nd</sup> Wardrobe, 2<sup>nd</sup> Props, Scenic Artist, Cutter, Welder  
 Stage Lead Hands – 2<sup>nd</sup> Electrician, 2<sup>nd</sup> Sound Technician, 2<sup>nd</sup> Stage Carpenter, 2<sup>nd</sup> Dresser, Crew Chief

**Group #4**

Production Administrator

**Group #5**

Production Assistant, Grips (shop &amp; stage), Painter, Car loader

**Group #6**

Granville Island Stage and Stanley Stage Running, Fit-up & Strike Crew – Sound, Electrician, Video, Fly Person, Stagehand, Camera Operator, Deck Crew, Dresser, Follow spot, Wigs  
Rental Technician  
Shop Assistants – Scenic Carpenter, Props Builder/Buyer, Stitcher

**Group #7**

Newmont Stage Running, Fit-up & Strike Crew – Sound, Electrician, Video, Fly Person, Stagehand, Camera Operator, Deck Crew, Dresser, Follow spot, Wigs  
Shop Assistants – Wardrobe Maintenance

Group	19/20	01-Sep-21	01-Sep-22	01-Sep-23
#1	\$29.62	\$30.21	\$30.97	\$31.59
#2	\$28.62	\$29.19	\$29.92	\$30.52
#3	\$27.81	\$28.37	\$29.08	\$29.66
#4	\$24.91	\$26.88	\$29.08	\$29.66
#5	\$22.99	\$24.10	\$25.59	\$26.56
#6	\$24.91	\$25.41	\$26.04	\$26.56
#7	\$24.01	\$24.79	\$25.83	\$26.56

Run out rates for Temp/Casuals will be based on the “point of origin” for the production. When an Arts Club production moves from one Arts Club venue to a different Arts Club venue, the rates of the new venue will apply.

**Cost of Living Adjustment**

30.2 The Employer agrees that for all Pay Groups 1-2-3-4-5-6-7, should the average Consumer Price Index for Vancouver (as determined by Article 30.3 below) indicate a rise in the cost of living of more than four percent (4%) in the preceding 12 month period, then the wages for those positions will be increased by the amount the CPI rises above four percent (4%) to the nearest 1/10th (0.1) of a percent. It is understood that the observed 12-month period shall be August 1st to July 31st, that the CPI for July is published by mid-August, and that any wage increase will be effective September 1st, of that year.

**Cost of Living Adjustment Calculation Formula Description**

30.3 The average Consumer Price Index for Vancouver will be found by obtaining the index numbers from Stats Canada for each month, August to July inclusive, and averaging these numbers to find the average cost of goods in Vancouver for the observed 12 month period. Divide this result by the average of the previous year (obtained in the same manner), multiply the dividend by 100, and then subtract 100. The resultant is the difference in averaged costs between the two 12 month periods.

Example	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Average
98-99	111.0	110.6	110.2	110.4	110.1	110.1	110.2	110.2	110.4	111.2	111.2	111.7	110.6
99-00	112.1	111.8	112.4	111.9	111.7	111.8	111.6	111.8	112.8	112.9	113.3	113.8	112.3

The average rate for 1999-2000 was 112.3 for the 12-month period, and the average rate for 1998-1999 was 110.6 for the 12-month period

$\frac{112.3}{110.6} \times 100 - 100 = 1.537$  Following this formula, the difference is 1.537% (1.5%).  
The basket of items cost 1.5% more than it did in the year previous.

### **ARTICLE 31 Meal Periods**

- 31.1 Either of the following shall be defined as constituting a "meal break":
- (a) One unbroken, unpaid hour, within which the Employee can eat their meal. The rate of pay shall be that which is applicable to the beginning of the half-hour meal period;
  - (b) One unbroken paid half-hour within which the Employee can eat their meal.
- 31.2 No unpaid meal breaks shall be allowed during a period of work five (5) hours or less.
- 31.3 An unpaid meal period shall be scheduled no earlier than two (2) hours from the start of the shift or four (4) hours after the previous unpaid meal break.
- 31.4 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.
- 31.5 When approved by Management and if all staff agree (within each department), they will be allowed, at their discretion, to take an unpaid half-hour meal break. It is understood that a half-hour break requested or otherwise initiated by the Employer shall be a paid break.
- 31.6 Necessary pick up and wash up time shall be allowed prior to quitting time and meal breaks.
- 31.7 Employees shall be allowed one meal break immediately following every four (4) hour period of duty. If any Employee is required to remain on duty after such four (4) hour period, the Employee shall be paid at one and one-half (1.5) times the prevailing rate until relieved for a meal break.
- 31.8 One period of work per workday may extend to five (5) continuous hours without meal premium.
- 31.9 Running Crew may work a second period of five (5) continuous hours after an appropriate meal break without incurring meal premium.

### **ARTICLE 32 Break Periods**

- 32.1 Employees shall be entitled to one fifteen (15) minute break period during each four (4) hours worked.
- 32.2 The timing of breaks shall conform with the requirements of the work assignment.
- 32.3 Break periods may be taken in conjunction with a meal period where there is mutual agreement between the Employer and the individual member.
- 32.4 It is agreed that break periods may not be possible during a performance or a rehearsal.

### **ARTICLE 33 Days Off**

- 33.1 Regular Employees in the Production Shop shall be entitled to receive two (2) consecutive days off per work week which shall be defined as forty-eight (48) hours plus the turn-around period of ten (10) hours for a total of fifty-eight (58) hours. The days off may span two (2) work weeks. (ie. Sunday and Monday off) All other Employees may be scheduled to work on the sixth day at regular rates subject to overtime provisions.
- 33.2 All Employees shall be entitled to receive a minimum of one (1) day off per week. A day off shall be defined as twenty-four (24) hours plus the turn-around period of ten (10) hours for a total of thirty-four (34) hours.
- 33.3 Work performed on scheduled days off shall be considered overtime.
- 33.4 The days in any work week may not necessarily be consecutive; they may be separated by the day(s) off.
- 33.5 Two (2) scheduled days off may be separated by a holiday only when no work is scheduled on that holiday.

- 33.6 Regular Employees (not in the Production Shop) who work more than forty (40) hours in a seven (7) day span, without a day off, shall be paid at the rate of two (2) times the straight pay for all hours over forty (40) and starting with the eighth (8<sup>th</sup>) continuous working day, until a day off is given.
- 33.7 Tour Employees work weeks may span nine (9) consecutive days, without a day off, one (1) time per tour. Regular daily and weekly overtime provisions shall apply.

#### **ARTICLE 34 Overtime**

- 34.1 Work will not extend into overtime without approval of the Employer. The Employee shall have the right to refuse unscheduled overtime; however, scheduled overtime shall be worked when required by the employer.
- 34.2 No payment shall be made for encroachments where an Employee attends grievance meetings with management.
- 34.3 By mutual agreement between the Employer and the individual Regular Employee time off in lieu of overtime payment may be banked at the applicable rate. Banked time off is to be scheduled at a mutually agreeable time.

#### Daily Overtime

- 34.4 Daily overtime will be calculated at the rate of one and one half (1.5) times the straight time rate for the following:
- (a) Time worked in excess of eight (8) hours;
  - (b) All hours worked on a scheduled day off;
  - (c) All hours worked after an Employee has been called back to perform further work on a day when they have already been released after having completed their scheduled shift. Employees shall have the right to refuse call back except in emergency situations.
  - (d) All hours those encroach on the turnaround period. A turnaround period is the period of at least ten (10) hours between the end of one shift and the beginning of the next shift.
- 34.5 Daily overtime will be calculated at the rate of two (2) times the straight time rate for the following:
- (a) Time worked in excess of eleven (11) hours in a working day;
  - (b) Time worked in excess of eight (8) hours on a scheduled day off.

#### Weekly Overtime

- 34.6
- (a) Weekly overtime will be calculated at the rate of one and one half (1.5) times the straight time rate for time worked in excess of 40 hours in a week.
  - (a) Weekly overtime will be calculated at the rate of two (2) times the straight time rate for time worked in excess of 48 hours in a week.
  - (b) For the purposes of calculating total weekly hours, only the first eight (8) hours of the day shall be considered.
- 34.7 For all eligible Employees as defined in Article 41.6:  
When a week contains a Statutory Holiday, the references to the hours in 34.6 shall be reduced by eight (8) hours for each Statutory Holiday in that week. The hours the Employee works on the Statutory Holiday are not counted when calculating the Employee's overtime for that week.
- 34.8 The Employee and the Union may agree to permit an Employee or Employees to work up to 12 hours in a day and an average of 40 hours in a week without overtime. This averaging agreement must meet the following conditions:
- (a) The agreement shall be in writing;
  - (b) The agreement shall specify a start date and an end date for the work schedule;
  - (c) The Employer and the Union shall sign the agreement before the start date;
  - (d) The agreement shall specify the number of weeks in the schedule - 1, 2, 3 or 4 weeks;
  - (e) The agreement shall specify the hours scheduled for each day covered by the agreement.

- (f) The agreement shall specify the number of times the agreement may be repeated.
- (g) The hours scheduled shall not average more than 40 per week over the period of the agreement.
- (h) The Union and the affected Employee(s) shall receive a copy of the agreement before the agreement takes effect.

34.9 With the exception of meal premiums, there will be no pyramiding or compounding of any overtime compensation provided in this Contract. When multiple overtime provisions are applicable, only the highest shall be applied (e.g. when an Employee is in daily double time and then moves into overnight premium, the Employee shall remain at daily double time).

#### 34.10 Overtime Bank

The Union and the Employer agree to establish an Overtime Bank for all Regular Employees. The Overtime Bank shall be subject to the following conditions:

- (a) Overtime shall be extended to straight time before being banked. For example, if an Employee works 3 hours of overtime and 1 hour of double time, up to 6.5 hours may go into the bank;
- (b) Hours in the Overtime Bank shall be given as paid time off as part of the Regular scheduled 40 hour work week;
- (c) All hours remaining in the Employee's time bank at the end of the ACT Fiscal Year (Aug.31) shall be paid out.
- (d) The time bank shall be limited to a maximum of eighty (80) hrs;
- (e) The employee may request not to have Overtime hours added to their time bank at any time.

### **ARTICLE 35 Night Differential**

35.1 When an Employee works between 0000 hours (12:00 midnight) and 0700 hours (7:00 a.m.) all hours shall be compensated at a rate of an additional one half (1.5) of the straight time rate per hour worked. Night differential shall not be deemed overtime or part of basic pay.

### **ARTICLE 36 Vehicle Expenses**

- 36.1 The Employer agrees to reimburse each Employee for all legitimate vehicle expenses when travel is authorized by the Employer.
- 36.2 If Employees are authorized to use their own vehicle in connection with their assigned duties they shall be reimbursed at the rate of fifty seven cents (\$0.57) per kilometer. This allowance shall be increased pursuant to the Canadian Theatre Agreement (Canadian Actors Equity and PACT) in effect.
- 36.3 When Employees on approved Employer business are involved in an accident resulting in damage to their vehicle and the amount of damage cannot be recovered from any other person or persons, the Employer agrees to reimburse the Employee for the deductible amount of the Employee's car insurance policy to a maximum of \$500.00.
- 36.4 Any additional vehicle insurance premiums required due to using a personal vehicle for approved business purposes shall be reimbursed by the Employer.
- 36.5 It is expressly agreed that the use of an Employee's vehicle in executing the business of the Employer is not compulsory, or a condition of employment, provided that the Employee's vehicle is not one for which payment of additional insurance has been made by the Employer as provided for in this Article.
- 36.6 The Employer agrees to maintain adequate liability insurance on all vehicles owned, leased, or rented by the Employer which any Employee may be requested to drive.

### **ARTICLE 37 Report Point, Travel Time, and Expenses**

#### 37.1 Runouts:

A Runout shall be the classification for any Arts Club Theatre Production that plays in non-Arts Club Theatre venues within Metro Vancouver and/or up to two (2) out of town locations where overnight stay is required (not to exceed three nights out of town). When more than three nights out of town stay is required,

the Employee shall be guaranteed a minimum of forty (40) hours employment per week for the week that they are out of town.

- 37.2 The Employer agrees to ensure that sufficient Bargaining Unit members are employed as are necessary to supervise the installation of the production.
- 37.3 (a) Time spent traveling will be considered time worked except as outlined below in 37.3(b)
- (b) Employees may be assigned to report to work at the commencement of the shift to a report point within Metro Vancouver in lieu of the point of origin. In the event the Employer elects to provide transportation to the assigned worksite and an Employee wishes to use that transportation, arrangements will be made to leave from the Arts Club Theatre in time to report to the assigned worksite.
- (c) After the commencement of a shift, time spent traveling within Metro Vancouver will be considered time worked.
- (d) In the event Employees are assigned to work outside of Metro Vancouver and at the Maple Ridge Arts Centre, time spent traveling from the original report point will be considered time worked.
- 37.4 When an Employee is assigned to an out of town location and is required to remain overnight, the Employer will arrange reasonable double room accommodation with a shower and/or bath.
- 37.5 Employees requiring overnight accommodation shall receive an accommodation and meal allowance per diem of one hundred and thirty two dollars and seventy five cents (\$132.75). For partial days or days without an overnight stay, the Employee shall be provided a prorated meal allowance based on the following:
- (a) When a working day outside of Metro Vancouver extends more than twelve (12) hours away from the point of origin (the Theatre's venues or Administrative office) the dinner per diem shall be paid.
- (b) On the day of return to the point of origin, the per diem shall be prorated as follows:  
 \$13.00 return prior to 12:00 noon (Breakfast-\$13.00)  
 \$32.25 return between 12:00 noon and 6:00pm (Breakfast-\$13.00, Lunch-\$19.25)  
 \$61.50 return after 6:00pm (Breakfast-\$13.00, Lunch-\$19.25, Dinner-\$29.25)
- Such allowances shall be increased pursuant to the Canadian Theatre Agreement (Canadian Actors Equity and PACT) in effect.
- 37.6 Employees will be given an advance to cover expenses upon request. Such request shall be made with reasonable notice.

### **ARTICLE 38 Co-Productions**

- 38.1 A Production shall be defined as a co-production when production costs and liabilities are substantially shared between the Employer and up to two (2) other Producer(s) (total of three (3)).
- 38.2 A co-production is not considered to be a touring production when presented in a co-producer's venue. When a co-production is presented in the co-producer(s) venue(s) the co-producer(s) may use their own Employees.
- 38.3 Where a co-production is co-produced or built by the Arts Club and moved to the first co-producer's venue, the Employer agrees to ensure that sufficient bargaining unit members are employed as are necessary to supervise the installation of the production in the co-producer's venue. If a co-production moves to a fourth co-producer's venue or a non co-producer's venue; such production as a result shall become a touring production, then the provisions of TOURING PRODUCTIONS shall apply.

### **ARTICLE 39 Touring Productions**

#### **General**

- 39.1 An Arts Club/IATSE Local 118 Traveling Stage Employee Contract (See Appendix #1) will be required when a Bargaining Unit member is hired for the run of an Arts Club Theatre Production that plays in two or

more locations outside Metro Vancouver and is required to remain overnight at a place other than their usual place of residence.

- 39.2 The Parties agree that Tour or Run-out Employees may be hired, or rehired, or assigned by name request (seniority provisions do not apply) in order as follows:
- a) Arts Club Roster members who have been employed in a similar capacity on a previous Arts Club stage or tour presentation of the production;
  - b) Membership of Local 118 who have been employed in a similar capacity on a previous Arts Club stage or tour presentation of the production;
  - c) Other members of the Arts Club Roster;
  - d) Other members of IATSE Local 118;
  - e) Other members of IATSE;
  - f) Others
- 39.3 The parties agree that there shall be no leave of absence for Union business granted while on tour except by agreement (in writing) of the Employer.
- 39.4 Tour Employees shall be supplied with an itinerary which shall contain dates and places of performances, distances between cities, estimated hours of travel and scheduled days off. The itinerary shall be supplied at least one week prior to the commencement of the tour. Amended itinerary sheets shall be supplied as further bookings are arranged.

#### **ARTICLE 40 Vacations**

- 40.1 Each regular Employee is entitled to vacations and vacation pay as follows:
- (a) Less than one (1) year length of service: One (1) day for each month of completed service, to a maximum of ten (10) days with pay at four percent (4%) of gross earnings.
  - (b) After one (1) year but less than three (3) years length of service: Fifteen (15) days vacation per year with pay at six percent (6%) of gross earnings.
  - (c) After three (3) years length of service but less than fourteen (14) years: Twenty (20) days vacation per year with pay at eight percent (8%) of gross earnings.
  - (d) After fourteen (14) years length of service but less than twenty-five (25) years: Twenty-five (25) days vacation per year with pay at ten percent (10%) of gross earnings.
  - (e) After 25 years length of service: Thirty (30) days vacation per year with pay at twelve percent (12%) of gross earnings.
  - (f) Any accrued, but unused, vacation will be paid out upon termination of employment.
- 40.2 Vacation time will be scheduled by mutual agreement between the Employer and individual member and will take into account the Employer's operations and staffing requirements. Vacation requests will be submitted to the Employer in writing at least thirty (30) days prior to the first day of proposed vacations. The Employer agrees to respond to vacation requests within fourteen (14) days of submission.
- 40.3 In the event that two or more Employees in the same job function request the same vacation period, then seniority will be the determining factor.
- 40.4 Every Employee shall be entitled to have at least three (3) weeks of vacation period consecutively unless requested otherwise by the Employee and approved by the Employer.
- 40.5 Should a Statutory Holiday occur while an Employee is on vacation the Employee shall receive an additional day off with pay.
- 40.6 An Employee's scheduled vacation period shall not be changed except by mutual agreement between the Employer and the individual member.
- 40.7 The Employer agrees to schedule the Employee's annual vacation within ten months after the anniversary date of each year of employment.

- 40.8 Employees may request to begin and end their vacation in conjunction with days off, plus any additional days banked or added pursuant to this agreement and such request will not be unreasonably denied.
- 40.9 There will be no minimum number of days that a vacation must be in duration. The Employer will not deny reasonable requests.
- 40.10 Temporary/Casual Employees will have their vacation pay paid out weekly at the rate of four (4) percent.

#### **ARTICLE 41 Statutory Holidays, Office Closed Days and Payment**

- 41.1 The Designated Statutory Holidays for Full Time and Part-Time Regular Employees, employed for at least thirty (30) days prior to the Statutory Holiday, will follow the Designated Statutory Holidays of British Columbia. They are as follows:

New Year's Day	Canada Day	Thanksgiving Day
Family Day	B.C. Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day		

- 41.2 The Designated Statutory Holidays for Casual Bargaining unit members are as follows:

New Year's Day	Canada Day	Remembrance Day
Family Day	B.C. Day	December 24
Good Friday	Labour Day	Christmas Day
Victoria Day	Thanksgiving Day	

#### General

- 41.3 It is understood that the payment provisions for Statutory Holidays shall not preclude overtime provisions pursuant to this agreement.
- 41.4 With respect to this Article; an Employee shall receive payment at the applicable rate or, upon request of the Employee, shall be permitted to bank time off in lieu at the applicable rate.
- 41.5 Employees shall not be required to work on Christmas Day.

#### Eligibility for Statutory Holiday Pay

- 41.6 Any Casual Bargaining unit member who has worked as an Employee on at least 15 of the 30 calendar days prior to the Statutory Holiday will be eligible to receive pay for a Statutory Holiday.

#### Payment for Statutory Holidays

- 41.7 (a) An eligible Employee with a regular schedule of hours who has worked at least 12 of the 30 calendar days prior to a Statutory Holiday is entitled to a regular day's pay for the holiday.
- (b) An eligible Employee who has worked irregular hours on at least 12 of the 30 days prior to a Statutory Holiday is entitled to an average day's pay for the holiday. To calculate the average day's pay, divide the total wages earned in the 30 day period (including hours worked while in overtime, but excluding any overtime premiums) by the number of days worked.
- (c) An eligible Employee who is required to work on a Statutory Holiday must be paid for that day at one and one-half (1½) times the Employee's regular wage rate for the time worked up to 8 hours, double time (2) times the Employee's regular wage rate for any time worked between the eighth and eleventh hours, and two and one-half (2½) times the Employee's regular wage for any time worked beyond 11 hours. In addition, the Employer must give the Employee a working day off with pay according to 41.7 (a) (b).
- 41.8 If the holiday falls on a scheduled day off and the Employee is required to work, the Employee shall be paid two (2) times the normal wage rate for any hours so worked, with a minimum credit of 4 hours in addition to a regular day off as per 41.7 (a) (b). Any hours worked beyond the eighth hour will be paid at two and one-half (2 1/2) times the normal wage rate of the Employee, and any hours worked beyond the eleventh hour will be paid at triple (3) times the normal wage rate of the Employee.



- 41.9 Where a Statutory Holiday falls on a scheduled day off, or a vacation day, for an eligible Employee, the Employee shall be given an alternate day off with pay. The day shall be scheduled and paid as per 41.7 (a), (b) and 41.10. The paid Statutory Holiday shall not be considered a vacation day.
- 41.10 The Employer must schedule the day off with pay by mutual agreement between the Employer and the Employee:
- before the Employee's annual vacation,
  - before the date of the employment terminates,
  - if the pay for the day off is credited to the Employee's time bank, within 6 months after the date of the Statutory holiday, whichever is earliest.

#### Office Closed Days

- 41.11 Full Time and Part-Time Regular Employees may also be eligible for Office Closed Days. The Employer's offices will be closed on a number of Federal Holidays and these will be recognized as regular paid days. These days are as follows:

Easter Monday (variable date)	Truth and Reconciliation Day (September 30)
Christmas Eve	Boxing Day

#### Payment for Office Closed Days

- 41.12 (a) An eligible Employee with a regular schedule of hours who has worked at least 12 of the 30 calendar days prior to an Office Closed Day is entitled to a regular day's pay for the day.
- (b) An eligible Employee who has worked irregular hours on at least 12 of the 30 days prior to an Office Closed Day is entitled to an average day's pay for the day. To calculate the average day's pay, divide the total wages earned in the 30 day period (including hours worked while in overtime, but excluding any overtime premiums) by the number of days worked.
- (c) An eligible Employee who is require to work on an Office Closed Day will be paid for that day at the Employee's regular wage rate for the time worked, up to eight (8) hours, one and a half (1 ½) times the Employee's regular wage rate for the time worked between the eighth (8<sup>th</sup>) and eleventh (11<sup>th</sup>) hour, and double (2) the Employee's regular wage rate for any time worked beyond eleven (11) hours. In addition, the Employer must give the Employee a working day off with pay, according to clause 41.12 (a) (b).
- 41.13 Where an Office Closed Day falls on a scheduled day off, or a vacation day, for an eligible Employee, the Employee shall be given an alternate day off with pay.

### **ARTICLE 42 Leaves of Absence / Personal Time-Off (Unplanned / Planned / Family Responsibility)**

- 42.1 After three (3) months employment, Full Time and Part-Time Regular Employees, who work on average twenty (20) hours per week, will be provided with up to ten (10) paid days off per fiscal year. These days do not accrue and are not owed to the Employee, should they not be used during the year. These days can be used as follows:
- Physical Illness and Mental Health  
Employees are able to take time of it they are unable to attend work due to an illness of either physical health or mental health. If an absence due to illness goes beyond three (3) consecutive days and additional days off are required to recover, the Employer will ask for a medical note to be supplied from a doctor stating the reason for the absence and indicating the projected date of return to work. The cost of the provision of a medical note is the responsibility of the Employee.
  - Planned Medical / Dental Appointments  
It is possible to take planned personal time off that is needed to attend planned medical or dental appointments upon mutual agreement with the Employees supervisor.
  - Family Responsibility Leave  
Family Responsibility Leave is time off needed for the care, health or education of any immediate family member, which is defined as a spouse (including common-law partner), child,

parent, guardian, sibling, grandchild or grandparent; a spouse or common-law partner's parent/guardian or child; and any person living with the Employee as a member of their family. Family Responsibility Leave includes bereavement leave, in the event of the death of an immediate family member. These days do not have to be consecutive, nor start on the date of death. This may also include unplanned or unexpected time off needed to take care of an immediate family member, as defined above. Examples include time off needed to care for a sick child or parent or planned time off needed for the care, health or education of an immediate family member.

- 42.2 Any personal leave of absence must be approved by the Employee's management supervisor. If an absence is unplanned (i.e. illness), the Employee's management supervisor must be notified as soon as possible. (Email or text is acceptable, but a telephone call is preferred). If an absence is planned (i.e. doctor's appointment) the Employee must request the time off from their management supervisor, they will keep a record of these approvals.
- 42.3 In the case of an Employee that worked varied and/or part-time hours, the payment will be calculated as the daily average of the Employee's earnings (exclusive of overtime) for the four (4) week period immediately preceding the first date of the Employee's absence.

#### Definition of Spouse

- 42.4 A spouse is defined as a cohabitant of one (1) year or more who has been publicly represented as a spouse including a same sex partner.
- 42.5 Upon request of the Employee, personal time off without pay will be extended where possible.
- 42.6 In the event that an Employee desires leave without pay for personal reasons, application shall be made in writing to the Employer stating the reasons for such leave and the duration of such leave. The granting of such leave shall be at the sole discretion of the Employer.

#### Maternity and Paternity Leave

- 42.7 The maternity leave provisions of the Employment Standards Act are applicable to the Regular Employees covered by this agreement.
- 42.8 Upon request, a Regular Employee with a newborn child or who adopts a child is entitled to a two (2) week paid leave of absence and up to one (1) year leave of absence, unpaid.
- 42.9 Every Regular Employee who intends to take a leave of absence under this Article shall:
- (a) give at least four (4) weeks notice in writing to the Employer unless there is a valid reason why such notice cannot be given, and;
  - (b) inform the Employer in writing of the length of leave intended to be taken.

#### Jury Duty

- 42.10 Regular Employees called for Jury Duty shall continue to receive their regular rate of pay, less any amount paid in respect to such Jury Duty, for any day the Employee is regularly scheduled for work.

### **ARTICLE 43 Severance Pay**

- 43.1 In the case where a Regular Employee who has acquired Length of Service is laid off and not recalled within the period of recall rights, the Employee shall be entitled to one weeks pay per year of service (prorated) with the Employer to a maximum of eight (8) weeks pay.
- 43.2 Previous Length of Service for Employees who have worked prior to this agreement is agreed to be as listed and attached to this agreement.

### **ARTICLE 44 Disability Assistance Pay**

- 44.1 The Arts Club Theatre agrees to continue the salary of an Employee who is injured on the job and unable to work as follows:

- (a) 100% of salary for the day of the accident or injury;
- (b) Thereafter the Employee will receive, the balance of their daily rate (based on the average hours for the contracted period) not covered by Workers' Compensation Board, for the rest of the contracted period, to a maximum of two weeks;
- (c) The Employer is entitled to require a doctor's certificate as proof of such injury.
- (d) The Employer, the Union and the Employees agree to comply with the requirements of the Worker's Compensation Act with respect to the completion of forms.

#### **ARTICLE 45 Union Dues**

- 45.1 All Employees of the Employer, in the bargaining unit, who are or become members of the Union, shall remain members of the Union in good standing, as a condition of employment. Regular Employees hired on or after June 11, 1999 must become members of the Union as a condition of employment. All Employees and Arts Club Theatre roster members hired prior to June 11, 1999 will be presented with an opportunity to join the Union, but are under no obligation to join.
- 45.2 The Employer agrees to deduct dues and/or assessments as levied by the Union pursuant to the Union's Constitution and Bylaws. The deductions are to be based on the gross earnings of every Employee in the bargaining unit, beginning with the date of hiring in the bargaining unit. The Employer will be notified in writing by the Union of any changes in the rate of deductions.
- 45.3 The Employer agrees to remit the monies so deducted to the Union monthly by cheque payable at par in Canadian funds. The Employer shall remit such dues by the fifteenth (15th) of the month following the month for which the dues are deducted and shall include with such remittance a statement showing the names of the Employees from whom deductions have been made and the respective amounts deducted.

#### **ARTICLE 46 Health & Welfare and Pension Plans**

##### Health Plan Contributions

- 46.1 The Employer will pay the following percentage of earnings for all Bargaining Unit Employees into the I.A.T.S.E. Local Health and Welfare Trust Fund;  
Effective September 1, 2011 – 5.0%  
Earnings shall include Vacation and Holiday pay for each Employee.

##### Savings Plan: Employer Contribution

- 46.2 In addition to the above, the Employer shall contribute and remit to the I.A.T.S.E. Local 118 Health and Welfare Trust Fund, three (3) percent of each Employee's total wages paid commencing. These amounts will be submitted on an individual basis on the appropriate form supplied by the Health and Welfare Trust Fund, and upon submission the Employer's responsibility ceases.

##### Savings Plan: Employee Contribution

- 46.3 The Employer will deduct fifty (50) cents for every hour worked from every Employee employed consistent with Article 46.2 above, and remit same to the I.A.T.S.E. Local 118 Health and Welfare Trust Fund. These amounts will be submitted on an individual basis on the appropriate form supplied by the Health and Welfare Trust Fund, and upon submission the Employer's responsibility ceases.

#### **ARTICLE 47 Education, Seminars, Etc.**

- 47.1 When a Regular Employee is required to attend courses in order to adhere to governmental regulations, to address concerns of the Health and Safety Committee, or as deemed necessary by the Employer to remain current with emerging technology, equipment, methods, or machinery, the Employer shall:
- (a) pay for tuition, required supplies, and any associated examination fees;
  - (b) pay the Employee for hours in attendance at such course at regular rates, which will not be taken into account in overtime calculations and will not be subject to minimum hour requirements, as detailed in Article 28.2.
- 47.2 Employees shall be reimbursed for up to fifty percent (50%) of tuition and supply costs upon successful completion of any course. Employees shall make written application to the Employer and must receive prior written approval to attend such course.

**ARTICLE 48 Existing Benefits**

- 48.1 Existing benefits of employment not defined in this agreement shall not be changed except as follows:
  - (a) Proposed changes will be submitted to the Labour/Management Committee for a recommendation to the parties;
  - (b) Changes shall not be applied in a discriminatory manner;
 Any dispute or disagreement may be referred to the grievance procedure.

**ARTICLE 49 Duration of Agreement**

- 49.1 This agreement shall be effective from September 1, 2020 until August 31, 2024, inclusive.
- 49.2 Where notice of desire to modify this Agreement is given, a meeting shall be held within twenty (20) days for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.
- 49.3 It is understood and agreed that all provisions of this Agreement shall remain in full force and effect during the Collective Bargaining Process.
- 49.4 The Parties hereto agree that the operation of Section 50 (2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.
- 49.5 If any portion of this agreement shall by Provincial, Federal, or other law, or by decision of any court be declared or held illegal, void, or unenforceable, the remaining portions of this agreement shall continue to be valid and in full force and effect.


All of the foregoing is agreed this 21<sup>st</sup> day of Oct, 2021. Both parties unanimously agree, without reservation, to recommend the following terms and conditions for a Renewal Collective Agreement to their respective principals.


For the Employer

For the Union

*I have the authority to bind the Society*

*I have the authority to bind the Union*

  
 \_\_\_\_\_  
 Peter Colbo White  
 \_\_\_\_\_  
 ACE MARTENS  
 \_\_\_\_\_

\_\_\_\_\_  
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 \_\_\_\_\_  
 Dawn Padgett  
 \_\_\_\_\_

## Appendix #1 Traveling Stage Employees' Contract / Averaging Agreement

### Arts Club Theatre Company & IATSE Local 118

The Employee and the Union may agree to permit an Employee or Employees to work up to 12 hours in a day and an average of 40 hours in a week without overtime. This averaging agreement must meet the following conditions:

- (a) The agreement shall be in writing;
- (b) The agreement shall specify a start date and an end date for the work schedule;
- (c) The Employer and the Union shall sign the agreement before the start date;
- (d) The agreement shall specify the number of weeks in the schedule - 1, 2, 3 or 4 weeks;
- (e) The agreement shall specify the hours scheduled for each day covered by the agreement.
- (f) The agreement shall specify the number of times the agreement may be repeated.
- (g) The hours scheduled shall not average more than 40 per week over the period of the agreement.
- (h) The Union and the affected Employee(s) shall receive a copy of the agreement before the agreement takes effect.
- (i) This averaging agreement does not have to be filed with the Employment Standards Branch.

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Vancouver, British Columbia, by and between \_\_\_\_\_, member of **Local No. 118, International Alliance of Theatrical Stage Employees**, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories, and Canada, and the Producer- **the Arts Club Theatre Company**.

#### THE PRODUCER AGREES

- 1) To engage \_\_\_\_\_, as \_\_\_\_\_ (tour position) on \_\_\_\_\_ (name of the production) at a salary of \_\_\_\_\_ dollars per week (based on the positions and groups listed below). This salary will be payable weekly when due in accordance with the provisions of this contract. The employee's start date will be \_\_\_\_\_ and the closing performance date will be \_\_\_\_\_.

The weekly rates will be paid as follows:

Heads of Dept. on tour will be paid equivalent to Article 30.1 Group 2 hourly rate x 40 hours  
 Assistants on tour will be paid equivalent to Article 30.1 Group 6 hourly rate x 40 hours

- 2) When the employee is outside Metro Vancouver, or is required to remain overnight, the Employer will arrange reasonable double room accommodation with a shower and/or bath. Employees requiring overnight accommodation shall receive an accommodation and meal allowance per diem of one hundred and thirty two dollars and seventy five cents (\$132.75).

It is understood that partial days outside Metro Vancouver including the day returning to the point of origin following the overnight stay will be prorated as follows for every 24 hour period:

\$13.00 return prior to 12:00 noon (Breakfast-\$13.00)

\$32.25 return between 12:00 noon and 6:00pm (Breakfast-\$13.00, Lunch-\$19.25)

\$61.50 return after 6:00pm (Breakfast-\$13.00, Lunch-\$19.25, Dinner-\$29.25)

Per diems shall be paid to the employee on the Friday prior to the week to be worked.

Such allowances shall be increased pursuant to the Canadian Theatre Agreement (Canadians Actors' Equity and PACT) in effect.

- 3) Air travel shall be on a first class carrier, which shall include charter transportation. In the event transportation is by any other means, sleeping accommodations shall be provided if overnight travel is required.
- 4) To recognize the work week as consisting of six (6) days from Monday through Sunday with one day off in each week. When calculating the salary for a fraction of a week, it shall be paid at the rate of one-sixth of the actual weekly salary for each day. Salaries shall be pro-rated on a daily basis only for days worked prior to the initial opening, after the official closing, or during any pre-agreed lay-off periods. Registered Retirement Savings Plan and Health and Welfare contributions shall only be pro-rated for weeks during

which less than four (4) days are worked.

- 5) An additional one-sixth of the actual weekly salary shall be paid under the following circumstances:
  - (a) All performances in excess of eight (8) per week
  - (b) All work on the seventh day
  - (c) All work on loadouts which go beyond 5am
  - (d) Excluding loadouts for all work commencing at Midnight or prior to 6:00 A.M.
  - (e) All work prior to the official opening in any city which exceeds twelve (12) hours in one day
  - (f) All authorized non-performance calls after the official opening in any city which are in excess of eight (8) hours worked per week (Load-outs, presets, and sound checks are excluded from this provision)
- 6) To recognize this contract as being in force when orders are given by management or its representative for the collection of scenery, properties, electrical effects, wardrobe and/or wigs for shipment.
- 7) To pay for services rendered prior to date set for opening under terms provided herein.
- 8) To give in writing two weeks' notice of the cancellation of this contract, or full salary in lieu thereof. The Union shall be notified prior to the exercise of this clause.
- 9) Drunkenness, drug abuse, dishonesty, or gross negligence shall be sufficient reason for the immediate cancellation of this contract.
- 10) To post one week's notice in writing with a copy to the office of Local 118 of the closing date of the production, or full salary in lieu thereof.
- 11) To pay transportation from the closing point to the place where the member was engaged, or resides, in the event of this contract being terminated by the producer.
- 12) To recognize this contract as terminated when, after the last performance, the production is loaded on vehicles for transportation for shipment. Should the employee deliver the production back to Vancouver the contract will be deemed terminated on the arrival at the Arts Club Production Centre.
- 13) To recognize this contract being in force as long as the production is offered to the public, whether on the road or during the run in any city, excluding all Arts Club Theatre venues.
- 14) For all work on New Year's Day, Family Day, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Good Friday, B.C. Day, December 24 and Christmas Day, all employees shall be paid an additional one-half (0.5) times one -sixth (1/6) of the minimum weekly contractual scale.
- 15) To fill any vacancy that may occur under this contract at once.
- 16) To recognize a continuous layoff of more than two weeks constitutes a termination of this contract by the Producer unless prior mutual agreement is reached by both parties or payment of half the actual weekly salary for all time laid off in excess of two continuous weeks.
- 17) Unless prior mutual agreement is reached by both parties, to pay half the actual weekly salary, or the daily per diem, whichever is greater, for any layoff of two weeks or less. Round trip transportation shall be provided to the place where the employee was engaged or resides.
- 18) To pay a penalty of three and three-quarters percent (3.75%) of the weekly rate for each hour worked without a meal break, or a meal being provided, after five (5) hours from the beginning of the call, or the end of the previous meal break.

- 19) After six (6) months of employment, to provide three (3) days paid bereavement leave in the event of the death of an immediate family member.

**THE EMPLOYEE AGREES**

- 20) To accept engagement under terms provided herein and give exclusive service in the capacity stipulated in this contract at such theatres and places of amusement and at such times as may be required by the Producer: subject, however, to the provisions of this contract and the rules of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories, and Canada, but may serve elsewhere if expressly permitted in writing (but not otherwise) by the Producer.
- 21) To give two (2) weeks' notice in writing of the cancellation of this contract.
- 22) To pay the cost of transportation of a successor to replace the employee in the event this contract is terminated by the employee within six (6) months of its effective date.
- 23) To abide by the rules and regulations covering rehearsals and performances as made by the Producer, insofar as they do not conflict with this contract or with the By-laws of the IATSE & MPTAAC.
- 24) To avoid incurring penalties and premiums wherever possible. Touring employees shall get authorization from the Employer manager or Tour Coordinator wherever possible before incurring penalties and premiums.

**IT IS FURTHER MUTUALLY AGREED,**

- 25) That should any dispute arise under this contract, such dispute shall be adjusted by means of a grievance committee comprised of one member appointed by IATSE and one member appointed by the Producer.  
Should this attempt of resolution not be successful, the parties may appoint a mutually agreed upon arbitrator. Should the parties be unable to agree on an arbitrator, or should the dispute not be resolved within thirty (30) days of the dispute being presented to the other party, either party may request the Ministry of Labour of the province of B.C. to appoint an arbitrator. The arbitrator shall hear and determine the difference or allegations and shall issue a decision, and the decision shall be final and binding on the Producer and the employee. The cost of the arbitration shall be borne equally between the parties.

**THE PRODUCER FURTHER AGREES,**

- 26) To remit to IATSE Local 118 Health and Welfare Trust Fund for the employee's Registered Retirement Savings Plan (R.R.S.P.) one percent (1%) gross weekly salary for each week's employment on behalf of the employee for any portion of the week (except if the production opens on a Thursday, the contribution will be on a one -fifth (1/5) pro-rata basis Thursday, Friday, and Saturday of that week.)
- 27) To contribute and remit to IATSE Local 118 Health and Welfare Trust Fund for the employee's Registered Retirement Savings Plan (R.R.S.P) the prevailing seasonal percentage, as stipulated in the Article 46.2 as the Employer's contribution, or for any portion of the week (except if the production opens on a Thursday, the contribution will be on a one -fifth (1/5) pro-rata basis Thursday, Friday, and Saturday of that week.)
- 28) To contribute and remit to IATSE Local 118 Health and Welfare Trust Fund, the prevailing seasonal percentage stipulated in Article 46.1 of gross weekly salary (prorated for less than a week) for each week's employment.
- 29) To contribute the percentage of Vacation pay owed to the Employee based on Articles 40.1 and 40.10. This amount shall be calculated based on the actual weekly salary, prorated for partial weeks.
- 30) The Producer agrees to deduct and remit to the Union all dues and assessments as levied by the Union pursuant to the Union's Constitution and By-laws. The deductions are to be based on the gross

earnings of the employee. The Producer will be notified in writing by the Union of any changes in the rate of deductions.

- 31) The Producer agrees to be bound by the Agreements and Declarations of Trust establishing the aforesaid Funds and to be liable for any Attorney's fees and other expenses that may be incurred in collecting contributions due hereunder should there be default in payment thereof. Payments of such contributions will be made **MONTHLY**, as per current practice, and transmitted with a complete remittance breakdown to IATSE Local 118.

**IN WITNESS WHEREOF**, this contract is made in triplicate and the parties have affixed their signatures

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Employer: \_\_\_\_\_

Employee: \_\_\_\_\_

Per: The Arts Club Theatre Company  
203-162 West 1<sup>st</sup> Avenue  
Vancouver, B.C.  
V5Y 0H6  
604-687-5315

Permanent Address: \_\_\_\_\_

\_\_\_\_\_

Social Insurance No.: \_\_\_\_\_

**The contract shall not be valid unless the required information is inserted in all the spaces provided herein.**



## Appendix #2 Mutual Agreement

On a one on one basis, all applications of the “Mutual Agreement” procedure and its resolutions are without prejudice or precedent; resolutions do not supersede the intent and spirit in which this contract was written. Further, it is understood that the application of “Mutual Agreement” by either of the parties does not prevent or preclude a decision from becoming a grievable issue.

Where the term “**mutual agreement between the Employer and the Union**” appears in the body of the contract, it is understood that for the purposes of this agreement the procedure for the application of this term to the appropriate clauses shall be as follows:

- A) The Labour/Management Committee shall meet and, at this time, the Employer shall state and clarify the nature of their concern. The Union representatives on the committee (usually comprised of the Arts Club Theatre Shop Steward, and one other elected individual) shall consider and respond to the Employer’s request.
- B) In a timely manner the Labour/Management Committee agrees to notify the Union Office of the circumstances and intended resolution, as outlined and agreed in principle by the Labour/Management Committee in regards to the application of the “mutual agreement” provision.
- C) After the appropriate consultations and within a reasonable length of time, the Union will respond as to the acceptance or rejection of the proposal. The Union shall include the reasoning and rationale behind its decision.
- D) In instances that the Labour/Management Committee does not come to an agreeable resolution, the Employer may appeal directly to the Executive Board of the Union for application of this provision.

When time is of the essence and circumstances do not permit the possibility for the application of the procedure as outlined above, then the Employer may seek resolution as follows:

- E) If the period of forty-eight (48) hours or less is the limitation for consultation in regards to the application of the “Mutual Agreement between the Employer and the Union” provision, the Employer may directly refer the question to the Roster Representative or the Shop Steward (either of which, who must have at least one other member of the Union present at the discussion). Although it is recommended otherwise, without conference, these persons (being the Roster Representative or Shop Steward) at their individual discretion may choose to conclude a decision on behalf of the Union.
- F) Both the Employer and Union representative will then notify the Union as to the decision of both parties.
- G) Should no Union representative of the bargaining unit be readily available, the Employer can contact the Office of the Union and directly request a resolution. Both parties shall verify their decision with a written response at each party’s earliest convenience.

Where the term “**mutual agreement between the Employer and the individual member**” appears in the body of the contract, it is understood that for the purposes of the agreement the procedure for the application of this term to the appropriate clauses shall be as follows:

- 1) The individual member shall make a written application to the Employer stating the nature of their request. It is understood that each member shall give the adequate notification that is appropriate to the clauses found within the body of the contract.
- 2) In a timely manner the Employer agrees to respond to the Employee’s request including the reasoning and rationale for the decision.
- 3) If necessary the Employee may refer the decision of the Employer to the Union for clarification or investigation.

Where the term “**mutual agreement between the parties**” appears in the body of the contract, it is understood that for the purposes of this agreement the procedure for the application of this term to the appropriate clauses shall be as follows:

- i) The parties agree to meet and jointly determine a resolution appropriate to the applicable clauses.

Where appropriate and necessary both the Employer and the Union, including its members, agree to write responses to one and others queries. It is understood that in some instances verbal requests and responses may be engaged, it is advisable and prudent however, for each party to document both the nature of their concern and the outcome of these decisions as to provide a reference for future decisions of a similar nature or for the purposes of a grievance.

### **Appendix #3 Metro Vancouver Definition**

Metro Vancouver shall be defined as:

Village of Anmore, Village of Belcarra, City of Burnaby, City of Coquitlam, Corporation of Delta, City of Langley, Township of Langley, Village of Lions Bay, District of Maple Ridge, City of New Westminster, City of North Vancouver, District of North Vancouver, District of Pitt Meadows, City of Port Coquitlam, City of Port Moody, City of Richmond, City of Surrey, City of Vancouver, District of West Vancouver, City of White Rock

### **Appendix # 4 2<sup>nd</sup> Stage Carpenter**

The 2<sup>nd</sup> Stage Carpenter may perform running crew duties, with the primary focus on deck and flies. It is understood that the 2<sup>nd</sup> Stage Carpenter may be offered work on electrics, follow spot, or sound if qualified, but for these positions on the running crew the call will first be offered members of the Arts Club Theatre roster and then the 2<sup>nd</sup> Stage Carpenter, prior to going to general dispatch.

## INDEX

Ability (16.1).....	7	Job Posting (16.2, 16.6).....	7, 8
Access to Personnel File (26.10, 26.11).....	15	Jury Duty (42.10).....	26
Access to Premises by Union (5.1).....	4	Just Cause	
Arbitration (27.2).....	15	Definition (26.1).....	14
Assignment of Duties (23).....	11	Dismissal of Employee (26.7).....	15
Averaging Agreement (34.8).....	20	Release of Employee (26.4, 26.5).....	14, 15
Bargaining Unit Definition (2).....	3	Labour/Management Committee (11).....	5
Benefits (46).....	27	Layoffs	
Break Period (32).....	19	Regular Employees (19).....	9
Bulletin Boards (5.2).....	4	Temporary/Casual Employees (20).....	10
Calling of Temporary Employees (17).....	8	Leave to Attend Union Business (6.2).....	4
Cancellation of Call (18).....	9	Leaves of Absence (42).....	25
Change of Starting Time (28.10).....	16	Length of Service (14, 15).....	6, 7
Changes in Working Condition (8.2).....	5	Lock Out (10).....	5
Commencement of Call (17.4).....	9	Maternity Leave (42.7).....	26
Contracting Out (23.4).....	12	Meal Period (31).....	19
Co-Productions (38).....	22	Metro Vancouver Definition (Appendix #3).....	34
Cost of Living Adjustment (30.2).....	18	Mutual Agreement Process (Appendix #2).....	33
Crew Chief - Hiring (17.6).....	9	Name Requests (17.2c).....	8
Crew Chief Name Request (17.2c).....	8	Night Differential (35).....	21
Days Off (33).....	19	Notice of Layoff	
Definitions		Regulars (19.3).....	10
"Just Cause" (26.1).....	14	Temporary/Casual (20).....	10
"Mutual Agreement" (Appendix #2).....	33	Notice of Rehire/Recall (22.5).....	11
Bargaining Unit (2).....	3	Notification to Union (12.1).....	5
Employee (3).....	3	Overnight Stays - Out of Town (37.4, 37.5).....	22
Metro Vancouver (Appendix #3).....	34	Overtime (34).....	20
Part-time Regular Employee (13.2b).....	6	Overtime Bank (34.10).....	21
Sufficient Ability (16.1).....	7	Part-time Regular - Definition (13.2b).....	6
Designers (23.8b).....	13	Paternity Leave (42.8).....	26
Disability Assistance Pay (44.1).....	26	Payday (29.6).....	17
Discipline (26).....	14	Pension Plan (46.2, 46.3).....	27
Discrimination (4).....	4	Per diems (37.5, Appendix #1).....	22, 29
Dismissal of Employee (26).....	14	Performance Reports (26).....	14
Duration of Agreement (49).....	28	Posting of Schedules (28.4).....	16
Early Closures (20).....	10	Postponement of Call (18).....	9
Education (47).....	27	Probationary Employee Wage (29.8).....	17
Emergency Hires (23.7).....	12	Probationary Period (16.3, 26.4).....	7, 14
Employee Categories (13).....	6	Program Credits (7.1).....	5
Existing Benefits (48).....	27	Promotions (16).....	7
Flame/Fire Onstage (24.8).....	14	Pyrotechnics (24.8).....	14
Force Majeure (18.3).....	9	Recall (22).....	11
Full Time Regular - Definition (13.1a).....	6	Reduction of Call (18, 28.8).....	9, 16
Statutory Holidays and Office Closed Days (41).....	24	Regular Employee	
General Wage Provisions (29).....	17	Definition (13.1a, 13.1b).....	6
Grant Workers (23.8c).....	13	Layoffs (19).....	9
Grievance Procedure (27).....	15	Re-hire (22).....	11
Health and Safety (24).....	13	Rentals - For Profit, Not for Profit (23.1a, 23.1b).....	11
Health Plan (46.1).....	27	Replacements/Substitutions (17.5).....	9
Hiring (16).....	7	Report Point (37.3b).....	22
Hiring of Temporary Employees (17).....	8	RRSP	
Holdovers (20).....	10	Employee Contribution (46.3).....	27
Holiday Pay/Vacation Pay		Employer Contribution (46.2).....	27
Regular (40).....	23	Run Outs (37.1).....	21
Temporary Casuals (29.7, 40.10).....	17, 24	Safety Committee (24.9).....	14
Hours of Work - Regular Employees (28.1).....	16	Salary Groups (30.1).....	17
Intent (1).....	3	Seminars (47).....	27
Interruption of Length of Service (15).....	7	Seniority (14.1).....	6

Severance Pay (43) .....	26	Tools (17.8).....	9
Specialists (23.5).....	12	Touring Contract (Appendix #1) .....	29
Split Shift (28.3).....	16	Tours (39) .....	22
Stage Management (23.8d i, 23.8d iv).....	13	Training (23.7, 47).....	12, 27
Stage Management Apprentices (23.8d ii, 23.8d iii) .....	13	Transfers (16).....	7
Statutory Holidays (41).....	24	Travel Expenses - Overnight, Touring (37.5, Appendix #1) .....	22, 29
Strike Breaking (9).....	5	Travel Time - Paid, Unpaid (37.3) .....	22
Strikes (10) .....	5	Trial Period (16.3, 16.4) .....	8
Students (23.8c).....	13	Union Access (5).....	4
Sufficient Ability (16.1).....	7	Union Activities (6) .....	4
Technological Change (21) .....	10	Union Bulletin Boards (5.2).....	4
Temporary Assignment (16.9, 16.11, 16.12).....	8	Union Dues (45.2).....	27
Temporary/Casual Employee		Union Emblem (7) .....	5
Definition (13.1c) .....	6	Union Membership (45.1) .....	27
Layoffs (20).....	10	Unit Set (3.7).....	4
Leaving Show Calls (17.5).....	9	Upgrading of Employees (16).....	7
Term of Agreement (49) .....	28	Vacations (40) .....	23
Termination of an Employee (26.5, 26.7) .....	15	Vehicle Expenses (36).....	21
Third Party Use of ACT Space (23.1, 23.6) .....	11, 12	Volunteers Performing Bargaining Unit Work (23.8c)...	13
Time Limits		Wage Provisions (29) .....	17
Cancellation, Postponement, Reduction of Call (18.1) .....	9	Wage Scales (30.1) .....	18
Grievance Procedure (27.2, 27.5).....	15, 16	Waivers (25) .....	14
Job Posting (16.2, 16.6).....	7, 8	Work Week Schedule	
Layoff (19.3).....	10	Full Time Employees (13.1a, 28.1) .....	6, 16
Name Requests (17.2c v).....	9	Part-time Employees (13.1b).....	6
Placing of Call (17.2).....	8	Posting (28.4) .....	16
Recorded Complaints in Employee's File (26.5) ...	15		
Trial Period Promotion (16.4).....	7		
Timesheets (29.4) .....	17		