

**COLLECTIVE AGREEMENT**

BETWEEN

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

(The Union)



AND

**VANCOUVER SYMPHONY SOCIETY**

(The Employer)

**JULY 1, 2018 – JUNE 30, 2022**

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IATSE LOCAL 118 – VANCOUVER SYMPHONY SOCIETY COLLECTIVE AGREEMENT

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THIS AGREEMENT, DATED FOR REFERENCE THIS TWENTY-EIGHTH DAY OF APRIL 2015 BETWEEN:

**THE VANCOUVER SYMPHONY SOCIETY**  
(hereinafter called the "Employer"), OF THE FIRST PART

AND:

**THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS,  
ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA LOCAL 118**  
(hereinafter called the "Union"), OF THE SECOND PART

- A. The Employer is an employer within the meaning of the Labour Relations Code of British Columbia". Nothing in this collective Agreement shall be construed so as to contravene any Federal or Provincial statute or regulation.
- B. The Union is the bargaining authority for the following Employees of the Employer employed within the jurisdiction of work, as described in Article 5 hereof:

Carpentry Department:

Stage Carpenters and Assistants and Carpenter Grips  
Fly Operator and Assistants and Fly Grips  
Car and Truckloaders (hereinafter referred to as "Carloaders")  
High Riggers  
Ground Riggers

Electrical Department:

Stage Electricians and Assistants  
Spotlight Operators  
Preset Operators  
Electrical Grips

Video Department:

Video Operators & Technicians  
Video Projectionists  
Video Grips

Property Department:

Properties Handler and Assistants  
Property Grips

Sound Department:

Sound Operator and Assistants  
Sound Grips

Wardrobe Department:

Head Wardrobe  
Dressers  
Seamsters

Projection Department:

Projectionists  
(which employees are hereinafter called the "Employees").

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

#### **1. GENERAL PURPOSE**

- (a) The general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours of work and wages, and to provide for Union security and machinery for the prompt and equitable disposition of grievances for all Employees and Employers who are subject to the provisions of this Agreement.
- (b) Pursuant to the provisions of Section 53 of the Labour Relations Code, the Employer and the Union agree to the establishment of a consultation committee for the purposes of consulting regularly during the term of the collective agreement about workplace issues. Such meetings will be held at least once every two months and at other times mutually agreed to between the parties.

#### **2. UNION RECOGNITION**

- (a) The Employer acknowledges and recognizes that the Union is the sole bargaining agent for all persons defined as Employees herein and employed by the Employer in the work described in Article 5 hereof.
- (b) Nothing in this contract shall be construed to interfere with any obligation the Union has to the International Alliance by reason of a prior obligation, provided the foregoing shall in no event be construed or applied so as to contravene any applicable law.

#### **3. TERM OF AGREEMENT**

This Agreement shall be for a term of four (4) years effective the first day of July 2018 to the thirtieth day of June 2022, both dates inclusive, and shall remain in full force and effect from year to year following the expiration of the term unless either party, not less than two (2) months immediately preceding the date of expiry of the term of this Agreement, gives to the other party written notice of desire to renew, change, amend or terminate this Agreement. The Employer and the Union shall furnish to each other particulars of any changes or amendments either party may desire in this Agreement prior to the last day of June in the year in which the Agreement expires. Should either party give written notice to the other party pursuant hereto, this agreement shall thereafter continue in full force and effect until the Union gives notice of strike, or the Company gives notice of lock-out or the parties conclude a renewal Collective Agreement.

IT IS UNDERSTOOD AND AGREED between the Employer and the Union that the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code of British Columbia is hereby excluded from and shall not be applicable to this Agreement.

#### **4. UNION SECURITY**

The Employer shall hire, to perform work referred to in Article 5, only persons who are, at the time of hiring, members in good standing of the Union or who are approved by the Union, and shall hire for each particular job that person supplied by the Union but subject always to Articles 6 and 15 hereof and the following exceptions:

- (a) If circumstances arise during the course of the setting up or running of a production which could not be foreseen until that time and which make it necessary for the function of an Employee to be performed by any person employed by the Employer whether such person is a member in good standing of the Union or not, the Employer may employ such person to perform such function so long as those unforeseen circumstances require;

- (b) Nothing herein shall restrict a person hired for a particular job from assisting any other Employee working in another Department as described in Article 4(a) provided that such assistance is temporary and does not affect the ability of that Employee to properly perform the duties for which the Employee was hired; as determined mutually by the Employer, the Stage Carpenter, and the Union's designated representative. Any decrease or reduction in the size of a crew required by a lack of work shall be accomplished by the dismissal of that person or those persons designated by the Union provided that the Employer shall have the same right to request specific Employees and the Union shall have the same obligation to provide full disclosure as described in Article 8.

## **5. JURISDICTION OF WORK**

5.1 The exclusive jurisdiction of the Employees covered by this Agreement shall include all work of a kind and nature usually performed by stage hands such as handling, erecting, dismantling, transporting, preparing, maintaining and operating sets, scenery, properties, sound equipment, lights and lighting equipment, and stage equipment and machinery of all kinds and description, as well as the unpacking, packing, cleaning, pressing, dressing, maintaining and quick changing of theatrical costumes, as required, and all activities incidental thereto, in connection with:

- (a) Any and all entertainments, rehearsals, performances and displays on any stage in the theatre complex;
- (b) Any and all entertainments, full technical rehearsals, performances and displays performed in any room in the theatre by a company of or engaged by the Employer;
- (c) Any and all entertainments, technical rehearsals, performances and displays in any room for which an admission is charged;
- (d) All work of a nature or kind usually performed by stage hands in the theatre that is required in connection with television productions, closed circuit television, teleprompters, film projectors, filming and filming production work for both theatrical and television presentation which are produced or executed anywhere within such theatre in or on its grounds.
- (e) For the purposes of this Agreement, the term theatre shall include the Orpheum Theatre complex or any other theatre which is the site of the main productions of the Employer and any other place of business in respect of which the Union becomes certified under the Labour Relations Code of British Columbia during the term hereof.
- (f) It is understood that for main productions of the Employer in any other place of business in which the Union is not certified, the Employer will hire a crew of no fewer than two (2) car loaders/stagehands. For the purpose of this Agreement, "main production" is defined as a performance of the full orchestra or a large portion thereof, i.e. excluding chamber music performances, master classes, etc.

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

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

## **6. CONTRACT FOR RUN**

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

- (a) Where the work available requires, reduce or increase the size of the crew. To avoid any actual or anticipated breach or similar grievance on the part of the Employer or Employee, crew size will be

determined by Practice and precedent in the industry as determined by mutual agreement between the Employer and the Union in consultation with the Technical Director of the Theatre, or the Employer signatory to this Agreement and the Union;

- (b) Assign Employees to other categories of work by mutual agreement between the Employer and the Union;
- (c) Assign Employees to other categories of work to provide temporary assistance within a Department or in other Departments provided that such temporary assistance does not affect the ability of that Employee to properly perform duties for which the Employee was hired, to the mutual agreement of the Employer, the Stage Carpenter, and the Union's designated representative.
- (d) In the event of a "hold-over", the Employer shall notify the Union not less than fourteen (14) calendar days prior to the original closing date of the production.

## **7. REMUNERATION**

- 7.1 The rates of remuneration set out in Schedule "A" to this Agreement shall apply during the term hereof.
- 7.2 Where, on any call, an Employee is required or requested to be available to perform work in, or in fact performs work in, a work classification for which a higher remuneration is provided for hereunder (other than an assignment to provide temporary assistance), then the Employee shall be paid that higher rate of remuneration for the entire production, except Car Loaders, who shall be paid the higher rate only for the duration of the work day. Decisions made with respect to the preceding statement shall be by mutual agreement between the Union and the representative of the Employer. When an employee is promoted to a category with a higher rate of pay as a replacement for an employee who due to circumstance is no longer able to continue to perform his duties, the replacement employee shall be paid at the higher rate only for the period of replacement.
- 7.3 On any run of a production, when a Spotlight Operator or Department Head is engaged, these persons shall be paid the applicable rate for that category for the entire set-up, run and strike of the production.

## **8. TIME OF CALL**

Subject to this Article 8 and Article 9, time of call shall be at the discretion of the Employer. A call shall be made in the following manner:

- (a) As soon as possible, but not less than forty-eight (48) hours prior to the first call of the set-up, the Employer shall advise the Union of:
  - (i) the time of call;
  - (ii) the number of persons required specifying the category of work for each person;
  - (iii) if the Employer wishes specific persons, a list of members of the Union that it wishes to employ including a reasonable number of alternates;
- (b) The Union shall report to the Employer as soon as reasonably possible on whether members of the Union in good standing are available (in which case the Employer may again specify a list with alternates), and shall endeavour to accommodate the Employer's request under (a) (iii) hereof except that nothing herein shall require the Union to supply the specific person or persons requested. The Union, however, shall be required (upon receiving a written request from the Employer) to provide full disclosure of all information as to why a particular person or persons cannot be provided.
- (c) The Union shall provide VSO management with an updated set of call lists, by skilled position, on a quarterly basis.
- (d) Where a call is in respect of work to be carried out during or prior to a performance by Employees working the performance, such calls shall commence at least thirty (30) minutes prior to commencement of the performance.
- (e) Where an Employee is called to work the opening performance and where said performance requires a set-up before the performance, the Employee shall be called no less than one (1) hour before house opening. Should the set-up time be greater than one (1) hour before house opening then this Article 8(d) shall not apply.

- (f) As per past practice, for run-out calls within Metro Vancouver the duration of the call shall be from the time of departure from the Orpheum until the time of return to the Orpheum

## **9. CANCELLATION OF CALL**

The Employer shall cancel a call by notifying the Union of cancellation prior to sixteen (16) hours before the time of call. In the event such notice is not given to the Union prior to that time, then, unless the Union consents to such cancellation, the Employer shall pay to the Employees designated by the Union to fill the call an amount equal to that remuneration which the Employees would have earned through four (4) hours of work at normal time in their respective work categories. If the time of a call is extended without prior notice of sixteen (16) hours before the original time of call and if the call is subsequently cancelled, then this Article 9 shall be applied with reference to the original time of call. When a residency in the theatre is longer than one day, then this Article shall apply only to the first day of the residency. All subsequent calls shall be set at the completion of the current call.

## **10. HOURS OF WORK**

- 10.1 The normal work week shall consist of forty (40) hours, based on an eight hour day and a six day week. However, owing to the nature of theatrical operation, hours of work shall not be fixed with respect to time of day or day of week, but shall be as prescribed by the Employer on reasonable notice subject to the overtime provisions herein.
- 10.2 For the purpose of computing pay for normal time and overtime:
- (a) The end of each day is midnight and the end of each week is Saturday midnight, except where an Employee works a continuous period of time which starts before midnight and ends after midnight in which case the end of the day shall be the end of that continuous period of work.
  - (b) A break in a work period of less than eight and one-half (8.5) hours duration shall not constitute the ending of a work day.
  - (c) Time shall be calculated by the half-hour so that an Employee shall be paid for a full half-hour period if any portion of a half-hour period is worked.
  - (d) If an Employee, at the call of the Employer, completes a period of duty in any day and is recalled to duty by the Employer on the same day after a break of two (2) hours or greater has elapsed since the completion of that period of duty, and as a result of such recall works a further period of time, the Employee shall be paid one (1) hour travel time at the applicable daily rate.
  - (e) If the work call is for a "run out" (i.e. a performance at a venue other than the Orpheum) the length of the call shall be calculated as starting and ending from the Orpheum.

If an Employee is released prior to the completion of a minimum call (as defined in Article 15) and is recalled for a further period of duty after a break of two (2) hours or greater has elapsed, that Employee is eligible for one (1) hour travel time at the applicable daily rate less that amount of time that remained in the call from which the Employee was released and/or the call to which the Employee returns.

## **11. OVERTIME**

- 11.1 All overtime referred to in this Article 11.1 shall be paid for at time and one-half the straight time rate of pay.

Overtime under this Article 11.1 consists of each of the following separate categories of work and arises when work falls within any of the following categories which are mutually exclusive:

- (a) Time worked in excess of eight (8) hours in any day;
- (b) Time worked in excess of forty (40) hours in any week;
- (c) Time worked on Sunday (subject to Article 11.2).

- (d) Time worked during a Public Holiday or day in lieu shall be considered as "straight time" for the purposes of calculating 11.1(b) above.
- 11.2 All overtime referred to in this Article 11.2 shall be paid for at double the straight time rate of pay. Overtime under this Article 11.2 consists of each of the following separate categories of work and arises when work falls within any of the following categories which are mutually exclusive:
- (a) All time worked between midnight and 8:00 a.m. regardless of time of call;
  - (b) All time worked in excess of eleven (11) hours in any one day or shift;
  - (c) All time worked in excess of eight (8) hours on Sunday;
  - (d) Where a call requires work to commence between midnight and before 6:00 a.m., all time worked that day.
- 11.3 (a) All time worked on a Public Holiday shall be paid for at double the straight time rate of pay excepting when a Public Holiday falls on a Sunday.
- (b) When a Public Holiday falls on a Sunday the next day shall be deemed a Public Holiday for the purpose of Article 11.3(a).
- (c) The following shall be Public Holidays for the purposes of this Agreement:
- i) New Year's Day
  - ii) Family Day
  - iii) Good Friday
  - iv) Easter Monday
  - v) Victoria Day
  - vi) Canada Day (Dominion Day)
  - vii) B.C. Day
  - viii) Labour Day
  - ix) Thanksgiving Day
  - x) Remembrance Day
  - xi) Christmas Day
  - xii) Boxing Day
  - xiii) Any other day duly proclaimed by Federal or Provincial authority as a public holiday in the area in which the place of employment is located.

## 12. VACATION PAY

The Employer shall pay to each Employee, in addition to the remuneration required under this Agreement, vacation pay equal to eight percent (8%) of their straight time rate for that classification for all hours worked. Such additional payment shall be considered wages for the purposes of Article 17 "Payment of Wages".

## 13. MEAL BREAKS

- 13.1 Either of the following shall be defined as constituting a "meal break":
- (a) one unbroken, unpaid hour, within which the Employee can eat their meal;
  - (b) one unbroken, paid half-hour, within which an Employee can eat their meal. The rate of pay shall be that which is applicable to the beginning of the half-hour meal period.
- 13.2 No unpaid meal break shall be allowed during a call of six (6) hours or less.
- 13.3 The Employer shall not call an unpaid meal break for the crews:
- (a) Less than two (2) hours from the beginning of a call, or
  - (b) Less than four (4) hours from the previous unpaid meal break.

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

#### **14. MEAL PREMIUM**

- 14.1 Employees shall be allowed one meal break immediately following every four (4) hour period of duty; provided, however, that if any Employee is required to remain on duty after such four (4) hour period, the Employee shall be paid at one and one-half times the rate applicable at the beginning of fifth hour until relieved for a meal break.
- 14.2 If one period of duty of the workday can be completed in five (5) hours or less from the commencement of that period of duty or from the end of the previous meal break, then Article 14.1 shall not apply. If this period of duty extends beyond five (5) hours, Employees shall be paid at one and one-half (1-1/2) times the rate applicable at the beginning of the sixth hour. In event that a meal break falls due during a performance and the time of call to this performance has been set no earlier than thirty (30) minutes prior to the commencement of the performance, the meal break shall be postponed without premium to the completion of that performance.

#### **15. MINIMUM CALL**

- 15.1 When an Employee is called to work, the Employee shall not be paid less than four (4) continuous hours at the applicable rate of pay.
- 15.2 When an Employee is called to work for a period which does not exceed four (4) hours and the period commences after midnight and, before 6:00 a.m. then the entire minimum call period shall be overtime.
- 15.3 When an Employee is required to return to work after an unpaid meal break, the Employee shall be paid not less than two (2) continuous hours at the applicable rate of pay, except in the case of a strike after a performance at which time an Employee shall be paid not less than three (3) hours at the applicable rate of pay.
- 15.4 When an Employee is required to return to work after a break of greater than one (1) hour, it shall be considered as an additional minimum call as provided in Article 15.1.
- 15.5 When an Employee travels for work and a hotel stay is required, the minimum call shall be eight (8) hours per day.

#### **16. SAFETY**

The Employees will not be required to work under unsafe conditions and shall not be required to work in any unsafe location without adequate safety equipment. Safety procedures will be followed and safety equipment provided by the Employer will be used by the Employees.

#### **17. HARRASMENT FREE WORKPLACE**

Employees are entitled to a harassment-free workplace, and shall not, themselves, engage in workplace harassment. All employees are expected to abide by, and enjoy the protections of, the anti-harassment policy appended to the end of this contract. The policy may be amended or updated from time to time upon mutual agreement of the Union and the Employer.

## **18. PAYMENT OF WAGES**

- 18.1 Non-payment of wages when due and non-payment of monies due to the Employees and the Union shall constitute a breach of this Agreement, and the Union shall not be held liable for work stoppage. All wages are due and payable within sixteen (16) calendar days after the work having been performed or eight (8) days after the end of the bi-weekly work period or on demand as specified by the Union. It shall be a condition of work under this Contract that the Employer will make the required Income Tax, Canada Pension Plan, Employment Insurance and Workers' Compensation deductions as required under the Provincial and Federal Statutes. The Employer shall be required as a further condition to submit to the Union's designated Trust Fund those payments as listed in Article 18 - "Health and Welfare Plan/Retirement Savings Plan" upon the written assignment of the Union that such Trust Fund exists. All Union dues, check-offs, and other monies owed to the Union shall be paid to the Union by the 15th day of each month for the previous month.
- 18.2 Upon receipt of a statutory form of assignment duly completed, the Employer shall deduct from the wages of each Employee such Union dues assessment as may be prescribed by the Union and authorised by such assignment from time to time and shall remit at least once a month the amount deducted to the Union in the name of the Employee. The Employer also will make such other deductions and payments prescribed by law, including the Income Tax Act, Canada Pension Plan Act, Employment Insurance Act and the Workers' Compensation Act. The Employer shall deliver to the Union at least once a month a written statement containing the names of the Employees for whom the deductions were made and the amount of each deduction made under this Article in respect of the preceding month.

## **19. HEALTH AND WELFARE PLAN/RETIREMENT SAVINGS PLAN**

- 19.1 Health and Welfare Plan  
The Employer will contribute and remit to the I.A.T.S.E. Local 118 Health and Welfare Trust Fund six and one-half percent (6.5%) of the straight time grip rate coupled with the Vacation Pay for that rate as per Schedule "A" for every hour worked for every Employee under this Agreement. Beginning either on January 1<sup>st</sup>, 2019, or on the date of the completion of a Memo of Agreement, whichever is later, the Employer will instead contribute and remit to the IATSE Local 118 Health and Welfare Trust Fund five and one-half percent (5.5%) of the straight time grip rate coupled with the Vacation Pay for that rate as per Schedule "A" for every hour worked for every employee under this Agreement.
- 19.2 Retirement Savings Plan  
The Employer will contribute and remit six percent (6%) of gross wages for every hour worked by every Local 118 member to the IATSE Local 118 Savings Trust Fund.
- 19.3 Retirement Savings Plan  
The Employer will deduct and remit six percent (6%) of gross wages for every hour worked by every Local 118 member to the IATSE Local 118 Savings Trust Fund.
- 19.4 The Union agrees to supply the Employer with an up to date list of all card holders of Local 118 upon signing of this agreement and to update the list to reflect changes in the Union's membership.

## **20. REMOVAL OF EMPLOYEE**

The Employer shall have the right to refuse to hire or dismiss from a position any person supplied by the Union or any Employee, as the case may be for which the Employer has just cause. If after refusal to hire a person or dismissal of any Employee, the Employer cannot show just cause, then the Employer shall recompense that person or Employee for wages lost as a result of this refusal to hire or dismissal. "Just cause" in this Agreement shall include, but shall not be limited to:

- (a) Breach of any reasonable regulations from time to time made by the Employer governing the duties and functions of the Employees necessary for the conduct and management of the Employer's business insofar as such rules and regulations do not conflict with the terms of this Agreement;
- (b) Insubordination or failure to obey the proper instructions of superiors including, but not limited to, the Stage Manager, Director or Designer;
- (c) The fact that the Union is unable to demonstrate that a person is experienced or trained for the particular duties assigned to perform or is performing; and
- (d) Unsatisfactory performance of duties.

Any Employee dismissed pursuant to this Article shall not be an available member in good standing of the Union for the purposes of Article 4 of this Agreement. It is understood that this Article may be waived by mutual agreement between the Employer and the Union.

Any Employee dismissed wrongfully pursuant to Article 19 will be eligible for payment of all lost wages except for those hours worked for other Employers, or for time the Employee was not available for work to the local while under investigation.

## **21. GRIEVANCE PROCEDURE**

All differences between the Union and the Employer and any Employee bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof including any question as to whether any matter is covered by this Article shall be finally and conclusively settled without stoppage of work by the following method:

- (a) Any such difference shall in the first instance be discussed between the Steward and the Stage Manager or other person authorised by the Employer;
- (b) If no settlement is reached, the Steward and the Stage Manager or other such person shall report to the Union and the senior employed management official of the Employer respectively and they shall meet as soon as possible and if no settlement is reached between them within five (5) days, they shall refer the difference to a single arbitrator to be selected by them whose decision shall be final and binding on all persons bound by this Agreement. If the Union and senior employed management official of the Employer cannot agree on a single arbitrator within five (5) days, either party may request the Minister of Labour to appoint such a single arbitrator. The costs of and incidental to the settlement of any difference shall be borne equally by the Union and the Employer.

## **22. LOCK OUT AND STRIKES**

22.1 During the term of this Agreement, the Employer shall not lock out any Employee and no Employee shall strike and the Union shall not declare or authorise a strike of Employees.

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

## **23. MANAGEMENT RIGHTS**

All matters relating to conditions and the work of Employees not inconsistent with or specifically dealt with by this Agreement or not otherwise regulated by law are understood to be within the prerogatives and rights of management, provided, however, that the Employer will not alter significantly the conditions or the work of Employees without prior notice to and bona fide consultation with the Union through its Executive Board.

## 24. EXISTING TERMS AND CONDITIONS

All explicit or implicit terms and conditions of work and understanding between the Union and Employer which are not contrary to this Agreement shall continue in full force and effect.

## 25. UNION RIGHT OF ENTRY

- (a) An authorised representative or representatives of the Union shall be permitted by the Employer, upon prior notification, to enter and inspect, free of any interference, Employee work areas when such entrance or inspection is required, in the Union's opinion, in connection with any investigations or matters pertaining in any way to this Agreement, but such representatives shall not interrupt or interfere with any work in progress.
- (b) The Steward designated to represent the Employees on the production shall be permitted to perform Union business provided such business pertains to the current production, without loss of pay. The Steward shall advise the Employer's representative prior to leaving their duties.

## 26. COST OF LIVING ADJUSTMENTS

- 26.1 The Employer agrees that should the average Consumer Price Index for Vancouver (all items), as published by Statistics Canada on its website, in the last month of a contract year indicate a rise in the cost of living for that contract year greater than the increase in pay set for that year, the Schedule "A" wage scale will be increased at the end of the contract year in the following manner: for any percentage point to the nearest tenth that the Consumer Price Index increase exceeds the pay percentage increase for that year, Schedule "A" rates will be increased by that % amount with immediate effect, before the pay percentage increase outlined for the following year is applied.
- 26.2 For contract years 1 and 2 (2018-2019 and 2019-2020) **only**, the percentage increase shall be limited to 2.5% and 3.0% respectively, without adjustment for CPI.
- 26.3 For contract years 2 and 3 (2020-2021 and 2021-2022) **only**, the percentage increase in Schedule A rates shall be equal to the increase in average Consumer Price Index for Vancouver (all items), as published by Statistics Canada on its website in June immediately preceding the start of the contract year. However, in no event shall the increase be greater than 3.5%, or less than 1.5%.
  - (a) Should the published CPI in June 2020 be greater than 3.5%, or less than 1.5%, the rate in 2020-2021 shall be increased by the upper or lower bound, as appropriate, and the difference, either positive or negative, shall be applied to the following year.
  - (b) If the sum of the published CPI for 2021 plus the differential carried over from the previous contract year is greater than 3.5%, or less than 1.5%, the rate shall be increased in 2021-2022 by the upper or lower bound, as appropriate, and the resulting cumulative differential shall then be added to the Schedule A rates, in addition to any COLA calculation (as outlined in 26.1), at the end of the 2022 contract year.

## 27. SPECIAL CONDITIONS

- 27.1 SOUND AND LIGHTING CONSOLE OPERATORS - An additional Sound or Lighting Console Operator, paid at Department Head rate, will be employed for each additional Sound or Lighting Console used on a production.
- 27.2 MINIMUM CREW FOR POP AND ROCK SHOWS - For the purpose of this Agreement these shows shall be grouped into five (5) categories called Class A, B, C, D, & E.

Class A: No sound and minimal lighting; no props, etc.; minimum house crews, two (2) - Carpenter

- and Electrician.
- Class B: 30 ft. Truck maximum, no hanging pieces; minimum crew, six (6) - four heads plus two.
- Class C: 40 ft. Truck, single truss (genie hoist) no hanging pieces; minimum crew, eight (8) - four heads plus four.
- Class D: Two trusses, 40 ft. Truck and Pup, no hanging pieces; minimum crew, ten (10) - four heads plus six.
- Class E: Same as Class C, plus hanging pieces; add fly operator and loader - minimum crew, twelve (12) - five heads plus seven.

It is understood that these classes may be altered by mutual agreement between the Employer and the Union's representative should special circumstances prevail.

27.3 CAR LOADERS - (with the exception of travelling professional road productions) shall not include persons loading and unloading trucks where:

- (a) such activities occur at the place of presentation of a production; and
- (b) the truck deck level and loading deck level are substantially equal; and
- (c) the materials unloaded are taken directly to the stage or production area and can be unloaded without substantial additional lifting, lowering and other handling; and
- (d) aid activities can be performed by the set-up or strike crew of a production as a normal part of their set-up or strike duties.

27.4 ASSISTANT FLY OPERATOR - the Employer agrees to this classification only under the following conditions which must be taken in their entirety:

- (a) A fly operator may be designated as a fly assistant if 3 or more fly operators shall be employed, and
- (b) Such designation shall be approved by the Technical Director or the Employer's designated representative after consultation with the Steward and/or Union Executive Board and shall not be unreasonably withheld if justification warrants such hiring. It shall be understood that a common sense and practical attitude shall prevail from both sides.
- (c) In the case of a travelling show which employs a fly operator then there will not be any need for a fly assistant, provided the road fly operator is available to work on the fly floor.

27.5 WARDROBE

- (a) All Wardrobe personnel will be prepared to supply their own basic hand-sewing supplies. Hiring of Wardrobe personnel will not depend on the person's ability to supply equipment such as irons, ironing boards or sewing machines.
- (b) Wardrobe personnel shall not be held responsible for the safe-keeping of valuables or other personal belongings of performers.

27.6 TRAVEL EXPENSES - For work outside the jurisdiction of Local 118 the pink contract terms regarding travel expenses and per diem shall apply. Should Employees be required to travel outside Metro Vancouver, but still within the jurisdiction of Local 118 (i.e. all of BC other than Vancouver Island) the following conditions shall apply:

- (a) Accommodation expenses shall be paid by the Employer. Accommodation shall be the same as that provided to others, i.e. Musicians.
- (b) Should an Employee be requested and is agreeable to use a personal vehicle for the Employer's business; the Employee shall be compensated at the listed CRA rate in effect at the time (e.g. for 2018, \$0.55 per km for the first 5,000km and \$0.49 per km above 5,000km). Personal vehicle use shall be in accordance with current insurance requirements. It shall not be a condition of employment that an Employee provide a vehicle.

- (c) Meal expenses shall be paid by the Employer. Such expenses shall be reimbursed as follows: Breakfast \$22.00, Lunch \$22.00, Supper \$28.50, and incidentals \$14.00.
- (d) When an overnight stay is required, the Employee shall receive a per diem instead of meal expenses, which shall cover incidental expenses as well. The rate of per diem shall be \$86.50 per day.
- (e) Additional legitimate expenses shall be reimbursed upon presentation of a receipt.

27.7 TOOLS - If requested by the Employer, the Employee agrees to provide their own tools for every call for which such tools are requested. These tools shall include 1 hammer, 1 screw driver with Robertson #7 and #8 and slot bits, 1 adjustable crescent wrench and 1 pair of pliers.

**28. SCHEDULES**

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

**29. SAVINGS CLAUSE**

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

**30. SIGNATORIES**

IN WITNESS WHEREOF the Parties hereto have affixed their hands through their respective officers on

this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

I have the authority to bind the Union

I have the authority to bind the Company

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

**SCHEDULE "A"**

	Plus 2.5%	Plus 3%	Plus CPI%* 1.5%	Plus CPI%* 1.7%
	01-Jul-18	01-Jul-19	01-Jul-20	01-Jul-21
Stage Carpenter	\$ 36.53	\$ 37.63	+ CPI* \$38.19	+ CPI* \$38.84
Head Electrician	\$ 34.60	\$ 35.64	+ CPI* \$36.17	+ CPI* \$36.78
Head Fly Operator	\$ 34.60	\$ 35.64	+ CPI* \$36.17	+ CPI* \$36.78
Head Properties	\$ 34.60	\$ 35.64	+ CPI* \$36.17	+ CPI* \$36.78
Head Sound	\$ 34.60	\$ 35.64	+ CPI* \$36.17	+ CPI* \$36.78
Head Wardrobe	\$ 34.60	\$ 35.64	+ CPI* \$36.17	+ CPI* \$36.78
Projectionist	\$ 34.60	\$ 35.64	+ CPI* \$36.17	+ CPI* \$36.78
Head Video	\$ 34.60	\$ 35.64	+ CPI* \$36.17	+ CPI* \$36.78
Spot Operator	\$ 32.19	\$ 33.15	+ CPI* \$33.65	+ CPI* \$34.22
Assistant Carpenter	\$ 31.69	\$ 32.64	+ CPI* \$33.13	+ CPI* \$33.69
Assistant Electrician	\$ 31.69	\$ 32.64	+ CPI* \$33.13	+ CPI* \$33.69
Assistant Fly operator	\$ 31.69	\$ 32.64	+ CPI* \$33.13	+ CPI* \$33.69
Assistant Properties	\$ 31.69	\$ 32.64	+ CPI* \$33.13	+ CPI* \$33.69
Assistant Sound	\$ 31.69	\$ 32.64	+ CPI* \$33.13	+ CPI* \$33.69
Assistant Video	\$ 31.69	\$ 32.64	+ CPI* \$33.13	+ CPI* \$33.69
Ground Rigger	\$ 31.69	\$ 32.64	+ CPI* \$33.13	+ CPI* \$33.69
Preset Operator	\$ 31.69	\$ 32.64	+ CPI* \$33.13	+ CPI* \$33.69
Grips	\$ 29.99	\$ 30.89	+ CPI* \$31.35	+ CPI* \$31.88
Dresser	\$ 29.99	\$ 30.89	+ CPI* \$31.35	+ CPI* \$31.88
Carloader	\$ 35.96	\$ 37.04	+ CPI* \$37.60	+ CPI* \$38.24
High Rigger	\$ 46.80	\$ 48.21	+ CPI* \$48.93	+ CPI* \$49.76

**GRIP RATE**

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

**FIRST AID ATTENDANT**

A First Aid premium of \$1.00 per hour shall be paid to designated First Aid Attendants. The designation of First Aid Attendants will be at the sole discretion of the Vancouver Symphony Society.

- \* See Clause 26 for CPI Adjustment

## **APPENDIX A - Workplace Harassment Policy**

The VSS and the Union agree that any form of discrimination (including sexual harassment) under the prohibited grounds of the BC Human Rights Code shall not be tolerated in the workplace. The prohibited grounds of discrimination under the BC Human Rights Code are: race, color, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age, and criminal or summary conviction for an offence that is unrelated to the employment of that person.

Both VSS and the Union are committed to providing a work environment in which all workers are treated with respect and dignity. Workplace harassment will not be tolerated from any person in the workplace. Bullying and harassment includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated, but excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment. Examples of conduct or comments that might constitute bullying and harassment include (but is not limited to) verbal aggression or insults, calling someone derogatory names, sexual innuendo or aggression, harmful hazing or initiation practices, vandalizing personal belongings, and/or spreading malicious rumors. Workers must not engage in the bullying and harassment of other workers, and report if bullying and harassment is observed or experienced. This policy statement applies to all workers, including permanent, temporary, casual, and contract workers. It also applies to interpersonal and electronic communications, such as email and/or social media.

If an individual experiences or witness bullying or harassment the individual should report it to both the VSO Production Manager and the Union. The Production Manager or his/her designate and a member of the Union's Executive Board will meet to discuss and determine the course of action to be taken in the situation. If it is determined that it is a harassment situation the individual accused of harassment will meet with the VSO representative and a member of the Union's Executive Board with the view to obtain an apology or, if required, disciplinary action as outlined in the union contract.

If at any time an employee is required to meet with the VSO representative and/or a member of the Union's Executive Board they are entitled to have a union representative with them in the meeting.

The VSO has Anti-Harassment Officers who are available to individuals to meet with if they believe they are being harassed or bullied or witness harassment or bullying. The VSO Production Manager will inform employees who the Anti-Harassment Officers are at any given time.

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## **APPENDIX B - LETTER OF UNDERSTANDING**

### **Between Vancouver Symphony Society (VSS) and IATSE Local 118**

#### **Regarding: Head Props Position**

VSS and IATSE Local 118 agree that VSS may create a permanent Head Props position, working under the VSS-IATSE 118 contract.

- The duties of the Head Props person will be those as have been traditionally understood for that position.
- The position will be guaranteed a minimum of 35 hours per working week.
- The position will be guaranteed a minimum of 36 working weeks within the 39 week regular season.
- Additionally, the position will be guaranteed first right of refusal for working weeks in the Summer. They will be notified of the Summer schedule in writing no later than March 1<sup>st</sup> prior to the Summer Season, and shall have fifteen (15) days to provide a written response accepting or refusing the work. Failure to notify VSS within fifteen (15) days of notification shall be considered refusal of the work. Email shall constitute a valid means of written notification and response for either party.
- Anyone assuming the position for the first time shall have a three (3) month probationary period, within which the VSS may assess the performance, and if they find issue with skills or comportment may elect to appoint a new person to the position.
- Should the Head Props person wish to end their engagement in the position, they shall give at least thirty (30) days written notice to allow the VSS to make alternate plans
- Should the VSS wish to terminate the person holding the Head Props position for cause, they shall follow the procedure outlined in the current collective agreement.
- Although the position is intended to be permanent, the VSS or the Union may reassess the position at the end of the first season (2018-2019), and if at that time they wish to discontinue the position they may do so upon written notice to the other party, such notice to be given no later than June 30<sup>th</sup>, 2019.
  - After that date, VSS shall only eliminate the position due to exceptional circumstances (e.g. a dire financial crisis that threatens the existence of the Society), upon giving a minimum ninety (90) days' notice to the Union. Should the position be so eliminated the current holder of the position shall receive severance as follows:
    - one (1) week's pay (calculated as 35 hours at the current rate), AND
    - after twelve (12) months of service, an additional one (1) week's pay, AND
    - after three (3) years' service, an additional one (1) week's pay, AND
    - for every additional year of service beyond 3, an additional one (1) week's pay, to a maximum of eight (8) weeks
- For the purposes of calculating the above period of service, any breaks in the summer shall not be considered a break in service. As an example, employment from January 2019 to January 2020 would count as one full year of service for calculating the period of service, regardless of a summer break.
- The person holding the Head Props position may request to be excused from work during the Winter Season, without pay, upon providing at least four (4) weeks written notice, VSS approval not to be unreasonably withheld. Requests for leave shall not exceed three (3) weeks total for a given season.
- The person holding the Head Props position may take unpaid sick leave as necessary, and such sick leave shall not count towards the three (3) week leave total as specified above. A doctor's note is required for any sick leave resulting in an absence of more than three (3) consecutive days.

- Upon request by the Union, the Head Props person shall be allowed absence from work without pay where required in connection with:
  - The handling of a grievance
  - Negotiation meetings
  - In order to attend Executive meetings, Labor Conventions, Meetings, and other Union business

All requests and authorizations for leave shall be in writing for the above items.

- Should the Head Props person be unavailable due to leave of absence or sick leave, the position shall be filled from the casual list according to skills and seniority, as has been the past practice. If the Head Props person is sick, or expected to be absent, for more than 4 weeks the employer can hire an interim person for the position under the terms specified in this letter. It shall be the VSS's responsibility to ensure adequate training in details specific to their required duties such that an adequate pool of people are available to fill in for any absences.
- VSS shall provide to the Union a written job description and a job posting for distribution to its membership. Upon appropriate review, the VSS shall hire an eligible member of the Union who they feel is the best qualified.
- Hiring shall be on an equal opportunity basis, with no discrimination on the basis of gender, race, religion, sexual orientation, or any other grounds not permitted under BC Labor Law