

Collective Agreement

Between

The Tidemark Theatre Society



And

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

AFL-CIO, CLC Local168



January 1, 2021 to December 31, 2023

Index

| | |
|---|----|
| Collective Agreement | 4 |
| PREAMBLE:..... | 4 |
| PART I – MASTER AGREEMENT | 4 |
| Article 1. General Purpose | 4 |
| Article 2. Amendment..... | 5 |
| Article 3. Union Recognition | 5 |
| Article 4. Union Security | 6 |
| Article 5. Remuneration..... | 7 |
| Article 6. Workplace Harassment | 8 |
| Article 7. Sick Leave, Compassionate Leave, Maternity Leave And Other Leave | 8 |
| Article 8. Benefits..... | 12 |
| Article 9. Union Insignia | 13 |
| Article 10. Safety And Health | 14 |
| Article 11. Dues Deductions | 15 |
| Article 12. Discipline..... | 15 |
| Article 13. Grievance Procedure | 16 |
| Article 14. Lockouts And Strikes..... | 17 |
| Article 15. Management Rights..... | 17 |
| Article 16. Union Right of Entry..... | 18 |
| Article 17. Stewards..... | 18 |
| Article 18. Technological change..... | 19 |
| Article 19. General Conditions | 19 |
| Article 20. Canadian Entertainment Industry Retirement Plan (CEIRP)..... | 20 |
| Article 21. Worksafe B.C..... | 21 |
| Article 22. Labour Management Committee | 22 |
| Article 23. Term of Agreement..... | 22 |
| Article 24. Probationary Period..... | 23 |
| Article 25. Contracting Out..... | 23 |
| Article 26. Hiring..... | 24 |
| PART II - REGULAR PART TIME and FULL TIME EMPLOYEES | 26 |
| Article 27. Remuneration | 26 |

| | | |
|--|--|-----------|
| Article 28. | Hours of Work..... | 26 |
| Article 29. | Layoff and Recall..... | 28 |
| Article 30. | Computation of Pay..... | 29 |
| Article 31. | Annual Vacations, Vacation Pay..... | 32 |
| Article 32. | Seniority..... | 33 |
| PART III - CASUAL EMPLOYEES..... | | 34 |
| Article 33. | Hiring Hall..... | 34 |
| Article 34. | Seasonal Casual Stage Employees..... | 34 |
| Article 35. | Remuneration..... | 35 |
| Article 36. | Hours of Work..... | 35 |
| Article 37. | Calling Procedure..... | 38 |
| Article 38. | Computation of Pay, Overtime and Premiums..... | 39 |
| Article 39. | Statutory Holiday and Vacation Pay..... | 40 |
| Article 40. | Rest Periods..... | 41 |
| Article 41. | Meal Breaks and Meal Premiums..... | 41 |
| APPENDIX A - HOURLY RATES of REMUNERATION..... | | 44 |
| APPENDIX B - GROUP PLAN BENEFITS..... | | 45 |
| APPENDIX C – DEFINITIONS..... | | 46 |
| Letter of Understanding Re: Succession Planning..... | | 49 |
| Letter of Understanding Re: Canada Summer Jobs..... | | 50 |

Collective Agreement

BETWEEN:

The Tidemark Theatre Society

(hereinafter called the "Employer")
OF THE FIRST PART

AND:

**The International Alliance of Theatrical Stage Employees,
Moving Picture Technicians, Artists and Allied Crafts of
the United States, Its Territories and Canada AFL-CIO, CLC. - Local 168**

(hereinafter called the "Union")
OF THE SECOND PART

The Employer is an employer and the Union is a union within the meaning of the "Labour Relations Code of British Columbia".

PREAMBLE:

This Agreement shall consist of three parts. Part I, to be known as the Master Agreement shall contain the wages and common working conditions for the employees of the Employer who are defined by the Certification. Part II, to be known as the Regular Employees Component, shall contain the working conditions applicable to regular part time and regular full time employees, and Part III, to be known as the Casual Component, shall contain the working conditions applicable to casual employees.

PART I – MASTER AGREEMENT

Article 1. General Purpose

- 1.01 The Employer and the Union hereby agree that it is to their mutual interest to establish and maintain a relationship of goodwill, stability and respect between the Employer and the Employees represented by the Union.

- 1.02 The general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours of work and wages and to provide for Union security and the prompt and equitable disposition of grievances for both parties, subject to the provisions of this Agreement.
- 1.03 This Agreement shall constitute the wages and working conditions for the Employees of the Employer who are not otherwise excluded under the Labour Code of British Columbia and Article 3.01.
- 1.04 Where the business of the Employer is sold, leased, transferred, merged or otherwise disposed of, the purchaser, lessee, or transferee is bound by all of the terms and conditions of this Agreement.
- 1.05 All of the terms and conditions of this Agreement shall apply equally to all Employees without discrimination as to gender, sexual orientation, ethnicity, age or religion as defined by the Human Rights Act.

Article 2. Amendment

- 2.01 Any article of this Agreement that is deemed by both the Employer and the Union to require amendment, alteration or deletion, may be amended, altered or deleted by mutual consent. Both parties must agree in writing to open negotiations for any such amendment, alteration or deletion naming the specific articles to be negotiated. Mutual agreement on any amendment, alteration or deletion must be signed by both parties and recorded as an official amendment of this Agreement. Should mutual agreement not be achieved then the existing article or articles shall remain in full force and effect.

Article 3. Union Recognition

- 3.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees as defined by Article 1.03 or performing work as otherwise outlined in this Agreement and as set forth in the BCLRB Certification as of November 4, 1997:

“Employees in a unit composed of employees at and from 1220 Shoppers Row, Campbell River, BC except those excluded by the Code, employed by Tidemark Theatre Society.”

The following current positions of:

Managing Director

Technical Director

Accountant

Volunteer positions noted in 3.04.

are excluded from the bargaining unit and may not perform bargaining unit work, except:

- a) For the purposes of instruction;
- b) In cases of unforeseen staff shortages;
- c) In response to emergency, security or safety.

- 3.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement.
- 3.03 The Employer agrees to provide current job descriptions which shall be available to the Union on request. Significant revisions of duties shall be subject to negotiated wage scale revisions.
- 3.04 In recognition of past practice and precedent of the Tidemark Theatre Society, the Employer may utilize volunteers to act as ushers, ticket takers and concessionaires. Such volunteers shall receive no compensation for their services.
- 3.05 The Employer shall accept full responsibility for the supervision of all volunteers who fall under 3.04 herein.

Article 4. Union Security

- 4.01 Every employee coming within the scope of this Agreement, as a condition of employment, shall be or shall become and shall remain a member in good standing of the Union except as otherwise provided for in this Agreement.
- 4.02 Work normally assigned to employees within the bargaining unit covered by this Agreement shall not be undertaken by persons outside the bargaining unit except by mutual agreement of the Employer and the Union.

- 4.03 The Employer shall not hire or allow any person who is not a member of the Bargaining unit to perform work for which the union is certified.
- 4.04 The Union shall have the right to have the assistance of representatives of the International Alliance of Theatrical Stage Employees of the United States, Its Territories and Canada other than those of Local 168 when dealing or negotiating with the Employer.
- 4.05 All official communication between the Employer and the Union shall be directed through the Secretary-Treasurer or designated official of the Union utilizing the Union's official mailing address.

Article 5. Remuneration

- 5.01 The Employer shall pay to the employees, biweekly, no later than Friday, the rates of remuneration as set out in Appendix B to this Agreement.
- 5.02 Time shall be calculated by the quarter ($\frac{1}{4}$) hour so that an employee shall be paid for a quarter ($\frac{1}{4}$) hour if any portion of a quarter ($\frac{1}{4}$) hour period is worked.
- 5.03 Each pay cheque shall include an itemized statement indicating time worked at straight time and overtime, rate of pay, benefit premiums and individual deductions. Payment is to be made on the job during working hours, or in the case of an employee who is not working on that day, at the general office of the Employer by 16:00. Further, if a statutory holiday should fall on a payday payment shall be made on the first preceding workday. Employees may elect to have their pay cheque mailed to an address they supply to the Employer. When the employer is able to facilitate the process, employees may elect to have their pay deposited to a bank account designated by the employee.
- 5.04 Employees shall be given all wages and statements as necessary in the event of termination, in accordance with the applicable legislation. In the event that the employee terminates employment without giving notice, wages and settlements shall be available within five (5) working days of such termination.
- 5.05 Non-payment of wages when due or non-payment of monies due to the employees and the Union shall constitute a fundamental breach of this Agreement, and in such cases, neither the Union nor any of its members shall be held liable for work stoppage or for any liabilities whatsoever resulting in such action.

5.06 The Employer shall make the required Income Tax, Canada Pension Plan and Unemployment Insurance deductions and contributions as required under Provincial and Federal Statute

Article 6. Workplace Harassment

6.01 Every employee has the right to work in a harassment free environment and to that end the Employer shall be committed to creating and maintaining a work environment which is free of any form of harassment.

6.02 Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance or workplace relationships or endangers an employee's employment status or potential.

6.03 Personal harassment shall be defined as any practice that undermines an Employee's health, job performance or workplace relationships or endangers an employee's status or psychological well-being.

6.04 The employer shall create a Bullying and Harassment Policy that complies with the regulations of Worksafe BC. Such policy shall be by mutual agreement of the Employer and the Union. The policy shall be given to all employees and clients in writing.

Article 7. Sick Leave, Compassionate Leave, Maternity Leave And Other Leave

7.01

a) Sick leave is defined as a period of time an employee is absent from work with full pay by virtue of being sick or disabled or under the examination or treatment of a physician, chiropractor or dentist or because of an accident for which compensation is not payable under Worksafe B.C..

b) During an absence due to illness or injury the employee's benefit coverage shall be maintained by the Employer for a period of twelve (12) months.

7.02 The employer reserves the right to require satisfactory proof of illness or injury before any sick leave is granted including an indication of the general nature of the illness or injury. The employer may request an employee to produce a medical certificate for any day or days that the employee is absent due to illness.

7.03 Employees will notify the employer as promptly as possible of any absence from duty because of illness or injury and employees will be expected to notify the Employer prior to their return.

7.04 Employees shall be entitled to sick leave as follows:

For regular full time and part time employees, sick leave shall accrue at the rate of 4.62%.

The yearly sick leave entitlement shall be advanced to the Employees sick leave bank on January 1st of each year of service based on the current rate of pay for the position and the standard number of hours worked per year for that position. However, should the employment of such an employee terminate for any reason before any sick leave entitlement already paid has been earned in that year, an adjustment shall be made to the employee's final cheque to repay such and advance.

- a) All unused portions of monthly sick leave shall accrue to the employee's future benefit to a maximum accumulation of sixty (60) days.
- b) Sick leave pay shall be paid for the three (3) days or less not covered by Worksafe B.C. when the employee has accumulated sick leave credits.
- c) Employees with accumulated sick leave to their credit shall turn over, or cause to be turned over, to the Employer any monies paid or payable to them by Worksafe B.C. and upon doing so will receive full pay up to the value of the accumulated sick leave. In such cases there will be a reduction from the accumulated sick leave of the percentage by which Worksafe B.C./ICBC wages does not recompense the Employer. If there is no credit of sick leave, employees will retain their Worksafe B.C./ICBC wages.

7.05 When no person other than the employee is available to provide for the needs during illness or injury of a dependent child/step-child, spouse (including common law) or parent, the employee, upon prior approval by the Employer, may be entitled to use a maximum of five (5) paid sick leave of absence days per year for this purpose.

- 7.06 Employees who are off because of sickness or injury, shall at the expiration of sick leave, be continued on the payroll under the heading of "Leave of Absence Without Pay" for a period of not less than thirty (30) calendar days. If the employer receives a written report within the aforementioned thirty (30) calendar day period from such employee, explaining their condition, the Employer at their sole discretion may continue to permit the employee the status of "Leave of absence without pay."
- 7.07 No cash payment for unused sick leave will be paid to any employee.
- 7.08 In the event of serious illness or bereavement, a regular full time or regular part time employee may be entitled to a maximum of five (5) working days with pay for compassionate leave with regards to their immediate family. The immediate family shall include the father, mother, brothers, sisters, spouse (including common law), children, step-children, aunts and uncles, in-law parents, in-law brothers and sisters, grandparents and grandchildren of an employee.
- a) The definition of serious illness shall rest with the attending physician.
 - b) The definition of bereavement shall be death.
- 7.09 Where an employee has been selected to serve as a juror or ordered to appear as a witness in any court action other than the employee's private affairs, the employee shall be granted a leave of absence without loss of pay provided suitable documentation showing all known dates and times of the absence is provided to the Employer.
- 7.10 Other leaves of absence shall be mutually agreed between the Employer and the Union. Such other leaves shall not be unreasonably denied by the Employer.

7.11 Maternity, Parental and Adoption Leave

Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave. In the event the birth mother dies or is totally disabled, an employee who is the other parent of the child shall be entitled to both maternity and parental leave without pay.

Other Parent

An employee who is the parent of a new child birth shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

Adoptive Parent

An employee who is the adoptive parent shall be entitled to up to seventeen (17) consecutive weeks of adoption leave without pay.

In addition, an employee who is the adoptive parent shall be entitled to up to thirty-five (35) weeks of parental leave without pay. An employee shall take the parental leave within fifty-two (52) weeks of the date the child comes within the care and custody of the employee.

Leave under this Article shall not exceed fifty-two (52) weeks.

Extensions - Special Circumstances

An employee shall be entitled to extend maternity leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth or because the child suffers medical complications.

Notice Requirements and Commencement of Leave

An employee shall provide written notice at least four (4) weeks in advance of the intended commencement date of the maternity and/or parental leave. In the case of adoption of a child, the employee shall provide as much notice as possible.

An employee who requests adoption or parental leave shall be required to provide proof of adoption or birth of the child.

The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.

Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

Return to Work

An employee on maternity leave, adoption or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.

An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.

On resuming employment an employee shall be reinstated to their previous position or a comparable position if their previous position has been eliminated.

Benefits

Benefit coverage for those eligible employees shall be continued uninterrupted during the period of time the employee is on maternity, adoption and/or parental leave and the employee shall make arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared.

Seniority

Seniority shall continue to accrue to the credit of the employee taking leave under this Article.

Article 8. Benefits

- 8.01 Regular full time employees shall receive one hundred percent (100%) of the monthly premium cost for an individual and dependents on the Tidemark Group Benefits Plan paid for by the Employer.

- 8.02 For regular full time employees requesting Tidemark Group Benefits Plan coverage for their spouse and/ or dependents the Employer shall pay one hundred percent (100%) of the monthly premium costs for Extended Health (including Travel), Vision Care, and Dental Care.

- 8.03 Employee benefits shall be provided to regular part time employees. Regular part time employees may choose to reimburse the Employer, through payroll deduction, for the cost of benefits for family members.
- 8.04 In the event of a work stoppage, the Employer agrees to maintain all benefits as outlined above on behalf of the employees covered by this Agreement. In the case of a work stoppage due to a strike authorized by the Union, the Union agrees to reimburse the Employer for the premiums of the employees covered by this Agreement during that period.
- 8.05 The Employer agrees to continue the full monthly premiums of all benefits for any month for which an employee receives payment from Worksafe B.C. or the Long Term Disability Plan (including the LTD elimination period) for a period of up to six (6) months.
- 8.06 The Employer agrees to continue the full monthly premiums of all group benefits listed under Appendix C for any month for which a regular full time or regular part time employee receives payment from the Employer.
- 8.07 In other circumstances the employee may opt to continue coverage by arranging to pay the full premium to the Employer.
- 8.08 In lieu of benefits set out above, the Employer shall pay part time and casual employees in addition to their normal wages/salary, four percent (4%) of gross wages earned.

Article 9. Union Insignia

- 9.01 The Employer will allow the IATSE Local 168 insignia to be placed on products built or supplied by Union employees of the Tidemark Theatre Society for Theatre Sponsored Events. It is agreed that the insignia will remain the property of the Union and shall at all times be in possession of a member of the Union. Said insignia shall at no time be used in a manner detrimental to the interest or welfare of the Employer or the Union.
- 9.02 The Employer shall give credit in the production program for work carried out by members of the Union. Further if the Union wishes the Union insignia to be displayed in the program or projection the Employer shall do so in a mutually acceptable format. The Union shall provide "camera ready" copy for any such display.

9.03 Where recognition of any other unions or professional organizations (such as The Actors' Equity Association, The American Federation of Musicians or The Associated Designers of Canada) is displayed on the premises of the Employer or the performance venue, the Employer shall likewise recognize the Union in a manner mutually acceptable to the Employer and the Union. The display shall be supplied by the Union.

Article 10. Safety And Health

10.01 It is agreed the Employer and the Union shall fully cooperate and ensure compliance with safety rules and practices. The Employer and the Union recognize the shared responsibility upon the Employer, Union and each individual by Worksafe B.C. and other applicable legislation.

10.02 A safety committee shall be established in accordance with Worksafe B.C. requirements. Safety meetings will be held in accordance with the requirements of the act during working hours and no member of the committee will suffer deduction of wages for time spent on behalf of the committee. The Union shall be allowed two (2) representatives on this committee.

10.03 An employee having to cease work due to an injury covered by Worksafe B.C. shall be paid at the applicable straight time rate up to the end of the day for which they were called.

10.04 Employees shall not be required to work under unsafe conditions and shall not be required to work in any unsafe location without adequate safety equipment. Any unsafe equipment or conditions shall be brought to the Employer's attention by a Safety Committee member or the Union for immediate resolution. Any dangerous situations are to be avoided and other work shall continue while the situation is resolved. Disputes may be referred to the Safety Committee for resolution or referred to the grievance procedure.

10.05 Safety procedures shall be followed and safety equipment provided by the Employer shall be used by the employees.

10.06 The Employer shall provide first aid services and a first aid facility in accordance with the Statutes of British Columbia and the regulations of Worksafe B.C.

10.07 It shall not be a condition of employment for any casual or non-technical employee to hold any first aid certification. Any regular full time or regular part time technical employee who is required to obtain first aid certification shall be given time off with pay to attend the appropriate training and the Employer shall pay all the costs associated with such training.

10.08 An employee who is designated as a first aid attendant on any shift shall be compensated while working that shift with a premium of one dollar (\$1.00) per hour if the required level of certification is Level One (1) as described by Worksafe B.C. and two dollars (\$2.00) per hour if the required level of certification is Level Two (2) as described by Worksafe B.C.

Article 11. Dues Deductions

11.01 The Employer shall deduct from the wages of each employee and shall remit to the Union by the tenth (10) day of the month following the deduction such Union dues and assessments as may be prescribed from time to time by the Union. This monthly remittance statement shall contain the names of the employees for whom the Union dues deductions were made, gross salary, and the amount of each deduction made under this Article in respect to the preceding month.

Article 12. Discipline

12.01 The Employer shall have the right to dismiss from a position any employee for which the Employer has just cause. If after dismissal of any employee, the Employer cannot show just cause then the employee shall be reinstated and the Employer shall pay that person or employee for all wages and benefits lost as a result of this dismissal. "Just cause" in this Agreement shall include, but not be limited to:

- a) Breach of any reasonable regulation 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 a supervisor.

- c) Unsatisfactory performance of duties.
- d) Intoxication or being under the influence of drugs or other substances while at work.
- e) Criminal dishonesty.

12.02 No employee shall be disciplined except for just cause. In cases of discipline the burden of proof shall rest with the Employer and all notices of discipline for just cause shall be in writing and copies given to the employee involved and to the Union within forty-eight (48) hours. Notwithstanding the rights of a supervisor to supervise, evaluate and discipline employees, an employee may, at their discretion, request the attendance of a Union representative at any discussion between the employee and a supervisor which the employee believes may result in an adverse report or discipline recommendation. An employee may request at any time during a discussion that further discussion be postponed pending arrangements for a Union representative to be present, unless an emergent situation where immediate dismissal is warranted (i.e. If an employee is a danger to their self or others).

If the Employer is planning to terminate an employee for just cause, the Employer must notify the Union forty-eight (48) hours in advance of the termination.

12.03 Any employee may review their personnel file at any reasonable time and may copy any documents therein. The employee may respond in writing to any document and such reply shall become part of their personnel file for the life of the documents.

Article 13. Grievance Procedure

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

- Step 1: Any such difference shall in the first instance be discussed between a duly authorized representative of the Union and a duly authorized representative of the Employer within ten (10) business days of the incident.

- Step 2: If no settlement is reached at Step 1 within seventy two (72) hours, the circumstances giving rise to the grievance shall be put in writing and sent to the Employer and the Union who shall each appoint a senior representative(s) who shall meet as soon as possible in an earnest effort to resolve the grievance. If no settlement is reached between them in ten (10) business days, they may refer the difference to a single arbitrator whose decision shall be final and binding on all persons bound by this Agreement.
- Step 3: If the Union and the Employer cannot agree on a single arbitrator within two weeks or ten (10) business days, either party may request the Collective Agreement Arbitration Bureau (CAAB) to appoint such a single arbitrator
- Step 4: The costs of and incidental to this arbitration shall be borne equally by the Union and the Employer. Where determined by the arbitrator that either party is acting in a frivolous manner, then costs shall be borne as determined by the arbitrator.

- 13.02 The time limits as set out in the Grievance Procedure may be varied by mutual consent of the Employer and the Union.
- 13.03 Employees will be paid for attending grievance meetings with the Employer during scheduled working hours when their attendance is requested by the Employer.
- 13.04 The costs of the Arbitrator shall be shared equally by both parties and each party shall be responsible for expenses incurred to prepare and present their case before the Arbitrator.

Article 14. Lockouts And Strikes

- 14.01 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 authorize a strike of the employees.
- 14.02 An employee covered by this Agreement shall have the right to refuse to cross a legally established picket line and/or refuse to do the work of striking or locked out employees.

Article 15. Management Rights

- 15.01 Subject to the terms of this Agreement, the management of the work force and methods of operation shall remain vested exclusively with the Employer.
- 15.02 The Employer agrees to provide current job descriptions which shall be available to the Union on request. Significant revisions of duties shall be subject to negotiated wage scale revisions.
- 15.03 The Employer may make rules and regulations governing the work environment and conduct of the employees, however such rules and regulations shall not be inconsistent with the terms of this agreement and shall apply equally to all employees under the Employer's control.

Article 16. Union Right of Entry

- 16.01 An authorized representative or representatives of the Union accompanied by the Employer, if available, 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.

Article 17. Stewards

- 17.01 Stewards shall be recognized in all venues covered by this Agreement and shall not be discriminated against. The Employer shall be notified by the Union of the name or names of such stewards. If not specifically assigned by the Business Agent, the steward shall normally be the most senior member on the call who is not the Crew Chief.
- 17.02 It is understood that stewards, with the approval of the Employer, shall be permitted without loss of pay, to leave their regular duties for a reasonable length of time in order to investigate and settle complaints if possible. Approval shall not be unreasonably withheld.
- 17.03 When the Employer requests a meeting with the Union, employees who are required to attend by the Employer shall be paid for their attendance.

17.04 An employee who has been elected or appointed by the Union to attend Union functions shall be granted a leave of absence without pay, subject to operational requirements. Not more than one (1) person may take such leave at any one time. No employee shall exceed five (5) consecutive working days for this purpose. The Union must provide two (2) weeks notice of such leave.

Article 18. Technological change

18.01 The Employer shall not alter significantly the conditions of work of the employees without prior notice to and consultation with the Union.

18.02 In the event the Employer should wish to introduce changes or new methods of operations which require new, different or greater skills than are possessed by the employees under the present method of operations, such employees shall be given a period of time mutually agreed upon by the Union and the Employer to perfect or acquire the skills necessitated by the change or new method of operations at the expense of the Employer.

Article 19. General Conditions

19.01 Subject to provisions contained elsewhere in this Agreement employees may be assigned to categories of work other than that of their primary assignment 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 the duties for which that employee was hired, to the mutual satisfaction of the Employer and the Union.

Temporary assistance shall be understood to mean no more than two (2) hours of assistance and shall not be used to permit work in a department that is not staffed, used to replace a worker already working in a specific department and/or used to reduce the number of required show call (run) positions.

19.02 When there is a work period of three (3) hours or longer, the employees shall be entitled to one paid fifteen (15) minute rest period approximately mid-point after the start of the work period. This rest period may be deferred by mutual consent of the Union.

19.03 Adequate restroom facilities will be provided in accordance with the statutes of British Columbia and shall be maintained in a clean condition by the Employer.

- 19.04 A minimum of ten (10) minutes of pick up and wash up time will be allowed prior to quitting time, on days that contain setup, strike, and/or maintenance.
- 19.05 No employee shall be required to supply any tools on the Employer's premises other than normal trades hand tools. An employee may, at their own discretion, supply additional tools.
- 19.06 If an employee chooses to supply tools other than the basic hand tool kit, the Employee shall insure those tools against loss while on the Employer's premises or in a venue which is under the care and control of the Employer.
- 19.07 No employee shall be required to supply a vehicle for Company business. Employees who use their vehicle for Company business shall be reimbursed by the Employer at a rate of fifty four cents (\$0.54) per kilometer. When requested by the Employer, Employees shall receive minimum of ten (10) kilometers per occurrence. The Employer shall reimburse the employee for any additional insurance costs necessitated by such use.
- 19.08 The Employer agrees to provide adequate parking at no cost to the employee within a reasonable distance of the workplace.
- 19.09 The Employer shall provide bulletin boards which are accessible to all employees upon which the Union shall have the right to post notices of meetings and such other notices that may be of interest to the employees.
- 19.10 The Union and the Employer desire that every employee be familiar with the provisions of this Agreement and their rights and obligations there under. Therefore, the Employer shall print and maintain sufficient copies of this Agreement for distribution. The cost of such printing shall be shared equally between the Union and the Employer.

Article 20. Canadian Entertainment Industry Retirement Plan (CEIRP)

- 20.01 All employees at the time of hire shall complete a Canadian Entertainment Industry Retirement Plan application, or sign a declaration of waiver to decline participation in the plan, therefore forfeiting the Employer's contributions. The Employer shall provide copies of all Canadian Entertainment Industry Retirement Plan application forms and copies of all waiver forms to each Employee.

The Employer shall have no liability where the Employee fails to provide either the retirement plan application or a waiver.

The Employer will provide copies of the completed forms to the Union.

CEIRP contributions by both parties shall commence following successful completion of the probationary period.

Should an employee waive their right to participate and then wish to enroll in the RRSP, the employee shall complete an RRSP application. Contributions as set out below shall commence on the next appropriate pay period.

The Employer shall contribute an amount equal to three percent (3%) of gross wages earned to individual RRSP accounts where an employee agrees to contribute a minimum of three percent (3%) of all wages earned at their normal rate of pay.

An employee may at their discretion increase the employee portion of the contribution.

Employee contributions shall be made through payroll deductions and shall be administered by the Employer.

- 20.02 Employees who have reached the age cap and are no longer permitted to pay in to the RRSP or direct their funds to their spouse (who is under the age cap) shall instead have the Employer's contribution paid out on each cheque as an added benefit. This Article only applies to employees who had previously joined and contributed to the RRSP plan prior to reaching the age cap or commenced their first day of employment with the Employer after already reaching the age cap. All other employees are not eligible.

Article 21. [Worksafe B.C.](#)

- 21.01 The Employer shall carry Worksafe B.C. insurance as is required by law.

Article 22. Labour Management Committee

22.01 The Employer and the Union shall co-operate in establishing and maintaining a Labour Management Committee whose responsibility it shall be to review and make recommendations regarding any subjects of mutual interest to the Employer and the Union including but not limited to the administration of this Agreement.

The Labour Management Committee shall meet every three (3) months, or at the call of either the Employer or the Union.

22.02 Except by mutual agreement, the Employer and the Union shall each be entitled to a maximum of three (3) representatives at each meeting of the Committee.

22.03 The employees shall not suffer any loss of wages for attendance at the meetings.

22.04 The Committee shall meet in a neutral place mutually agreeable by the Employer and the Union.

Article 23. Term of Agreement

23.01 This Agreement shall be for a term of three (3) years with effect from January 1st, 2021, until December 31st, 2023.

23.02 If no notice is delivered by either party pursuant to 23.03 below, this agreement shall remain in full force and effect.

23.03 Either party is at liberty not more than one hundred and twenty (120) days prior to the expiry of the term covered in Article 23.01 to deliver to the other party written notice of that party's desire to change, amend or cancel the agreement.

23.04 Upon receipt of notice pursuant to 23.03 the Employer and the Union shall meet within a mutually agreed time, not to exceed sixty (60) days, to provide each other particulars of any changes or amendments either party may desire.

Article 24. Probationary Period

- 24.01 All newly hired employees, other than casual employees, shall serve a probationary period not exceeding three (3) consecutive months from the date of hire, during which the employee may be terminated if they are unsatisfactory for any work related reason. Upon satisfactory completion of the probationary period, the employee's seniority shall commence on the date of initial hire.
- 24.02 The probationary period may be extended a further three (3) consecutive calendar months at the discretion of the Employer for the purpose of determining an employee's suitability for permanent/regular employment. The Union will be notified in writing if a probationary period is extended.
- 24.03 New casual employees shall serve a probationary period of twenty (20) shifts or eighty (80) hours, whichever is shorter, during which time such an employee may be terminated if they are unsatisfactory for any work related reason. The probationary period may be extended up to a further ten (10) shifts when necessary to determine the employee's suitability for employment. The Union will be notified in writing if a probationary period is extended.

Article 25. Contracting Out

- 25.01 The Employer will not hire or permit to be hired any person who is not a member of the bargaining unit to perform work for which the Union is certified.
- 25.02 Nothing in this Agreement shall preclude bona fide members of a road crew from performing work for a lessee of the Employer's premises on or about the said premises in connection with any performance. For purposes of this Agreement, a road crew shall be defined as persons employed by a traveling production to perform technical duties pertaining to the set-up, run and strike of the production and who travel with the production.
- Notwithstanding the above, no employee may work as a member of the road crew on a call while being paid as an employee on the same call.
- 25.03 The Employer will supplement road crews with its own employees as required and as long as work is being carried out within a department.

Article 26. Hiring

- 26.01 Regular part time, regular full time, temporary, and casual employees shall be hired directly by the Employer, except for casual stage employees, who shall be dispatched through the Hiring Hall.
- 26.02 The Employer agrees to notify the Union of such openings at least one (1) week prior to general job posting and all other things being equal, including but not limited to education, related job experience and compatibility, agrees to prefer Union members before non- union persons. In the event an employee vacates a position without notice, the one week requirement to notify the Union may be waived by the employer.
- 26.03 Posting Vacancies
- a) Where a vacancy occurs, the Employer shall notify the Union in writing.
 - b) The Employer shall post notice of the vacancy in the Employer's offices on all bulletin boards and by any electronic means necessary to all employees for a minimum of five (5) working days.
 - c) Job postings shall contain the nature of the position, qualifications, required knowledge, education and skills, shift and hours of work, wage or salary rate.
 - d) Casual employees shall be eligible to apply for any regular vacancy posted under this Article provided always they possess the necessary qualifications, experience, skill and ability to perform the work in question.
 - e) The Employer reserves the right to post vacancies concurrently internally and externally. All internal Union member applicants will be processed fully before any considerations will be given to external applicants. External applicants shall remain sealed until all internal interviews have occurred, and notification of non-acceptance has been issued to all internal candidates.

26.04

Filling Vacancies

- a) The following factors shall receive considerations when filling posted vacancies: qualifications, required knowledge, education, skills. When these factors are equal among applicants for the vacancy, an existing employee having the greatest seniority of years of service shall receive preference.
- b) All determinations of qualifications, experience, skill and ability shall be made by the Employer.
- c) Where there are no suitable applicants the Employer may recruit from outside as per 33.02.

PART II - REGULAR PART TIME and FULL TIME EMPLOYEES

This part shall cover the working conditions which are particular to the employees of the Employer who are regular part time or regular full time employees of the Employer performing work within the bargaining unit covered by this Agreement

Article 27. Remuneration

27.01 When an employee who temporarily relieves or substantially performs the duties of a higher paid position for at least one (1) day, they shall receive the higher rate of pay.

27.02 When an employee is temporarily appointed to relieve a non-Union employee at a higher paying position, and is required to perform a limited number of the duties of the higher position, a pay adjustment in the amount determined by the Employer, prior to commencing such duties when it is practical to do so, shall be made to compensate for the additional responsibilities assumed. Such adjustment will not be less than five (5) percent above the employee's regular rate

Article 28. Hours of Work

28.01 An Employee is considered full time if their regularly scheduled hours of work consists of a minimum of thirty-five (35) hours to a maximum of forty (40) hours per week within a five (5) day work week.

The Employer will provide three (3) months notice before changing an employee's weekly hours of work.

28.02

- a) The Ticket Centre Coordinator shall be considered regular full time employees. Their regular hours of work shall consist of either thirty-five (35) hours or forty (40) hours per week within a five (5) day work week. The Employer will provide three (3) months notice before changing an employee's hours of work between thirty-five (35) hours or forty (40) hours per week.
- b) A calendar week shall begin Sunday at 00:01 (one minute past midnight) and end Saturday at 24:00 (midnight) and shall include two (2) scheduled days off within a calendar week.

- c) Owing to the nature of theatrical operations, hours of work shall not be fixed with respect to time of day, nor day of week, but shall be as determined by the Employer based on operational needs.

28.03 No employee shall be required to work more than six (6) consecutive days in a work week. Should the circumstances of the Employer dictate that an employee must work more than six (6) consecutive days, the seventh (7th) day, and all consecutive days thereafter shall be at double the employee's applicable rate of pay.

28.04 Regular part time employees work a regular work schedule of twenty (20) hours or more but less than thirty-five (35) hours per week, For regular part time employees hours of work shall be determined by the Employer based on operational requirements contained in the employee's job description and shall not consist of more than eight (8) regular hours per day. A minimum call of four (4) hours shall apply, with the exception of professional development and staff meetings. For professional development calls and staff meetings, a minimum of two (2) hours will apply. No work shall be done on such a call. Staff meetings will be included on the monthly schedule. Employees will receive a minimum of four (4) weeks' notice unless there is an urgent or emergent requirement as determined by the Employer.

28.05 When not working as a member of a production stage crew, a meal break shall be defined as one unbroken, unpaid half (1/2) hour or hour (at the discretion of the employee) within which the employee can eat a meal. When working as a member of a production stage crew, a meal break shall be as defined as below.

28.06 When scheduling unpaid meal breaks for a production stage crew:

- a) The Employer shall not call an unpaid meal break less than two (2) hours from the beginning of a call or less than four (4) hours from the previous unpaid meal break.
- b) The normal time between meal breaks shall be four (4) hours. The time allowed between meal breaks may be extended to five (5) hours when extra-ordinary circumstances require.
- c) If calling an unpaid meal break less than four (4) hours from the previous unpaid meal break does occur, the short shift shall be paid out as a four (4) hour, time worked shift, at the applicable rates.

28.07 Should an employee be required to remain on duty without a meal break after a period of five (5) hours then they shall be paid a premium of one-half (0.5x) times the applicable rate of pay that would be in effect at the start of the premium period until they are released. This provision shall apply equally as for a meal break or the end of a day. The premium shall be paid and listed as a separate line item on employee's pay stub.

28.08 The Union and the Employer agree that the ability to Work From Home (WFH) allows for a greater life-work balance. The Union and the Employer will develop a WFH policy, which will define the terms and conditions of the way work happens outside the Tidemark Theatre facility.

Workers may apply to WFH, subject to the approval of both the Union and the Employer.

The Employer will remain responsible for scheduling the work of Employees covered by a WFH agreement.

No Employee shall be placed in a WFH scenario without their consent.

Employees participating in a WFH situation shall be subject to the Employer's Work Alone policy.

Article 29. Layoff and Recall

29.01 In the event that the Employer determines it necessary to lay-off employees due to a lack of work the following shall apply:

- a) Prior to announcing any lay-offs the Employer shall consult with the Union to explore alternatives.
- b) During a layoff, the employee will not be hired as a casual employee under the provisions contained elsewhere in this agreement as a way of circumventing the Employer's obligations with regards to benefits and pensions.
- c) Should it be shown that a regular full time employee being laid off under this Article, works a period of four (4) consecutive weeks at twenty-five (25) or more hours per week, that employee shall be reinstated to their previous position and compensated for all hours lost as a result of the layoff.

- d) Regular full time and regular part time employees shall receive a minimum of two (2) calendar weeks notice. Employees who have completed three (3) continuous years of service shall receive additional notice of one (1) calendar week for each additional year of service to a maximum of ten (10) weeks. Failure to notify shall result in equivalent compensation in pay.
- e) Employees will be laid-off in reverse order of seniority within their department provided the remaining employees have the skill and ability to perform the remaining work or as mutually agreed between the Union and the Employer.
- f) Employees will be rehired in order of seniority provided the employee has the skill and ability to perform the work or as mutually agreed between the Union and the Employer.
- g) It is understood that employees under layoff may not be available to the Employer on an incidental or temporary basis. No employee shall be disciplined or suffer discrimination for seeking alternative employment during a layoff.
- h) If a layoff extends past twelve (12) months, it will be deemed to be a permanent termination, except in the case of a public health emergency or civil disaster as declared by an authorized local, provincial or federal authority. In these circumstances, the Union and the Employer shall mutually agree to terms of recall.

Article 30. Computation of Pay

30.01 Overtime and Banked Time Off

- a) For the purposes of calculating overtime the following factors shall be applied to regular full time employees on a thirty-five (35) hour work week:
 - i. For all time worked over seven (7) hours and up to ten (10) hours in a day or over thirty-five (35) hours in a week, one and one-half (1 1/2) times the straight time hourly rate.
 - ii. For all time worked over ten (10) hours in a day, two (2) times the straight time hourly rate.

- b) For the purposes of calculating overtime the following factors shall be applied to regular full time employees on a forty (40) hour work week and regular part-time employees:
 - i. For all time worked over eight (8) hours and up to ten (10) hours in a day or over forty (40) hours in a week, one and one-half (1 1/2) times the straight time hourly rate.
 - ii. For all time worked over ten (10) hours in a day, two (2) times the straight time hourly rate.

- c) By mutual agreement between the Employer and the Union, an employee may take time off work in lieu of remuneration for overtime. In such a case the time off shall be calculated in the same manner as the rates of pay as outlined above. For regular employees scheduled on a 35 hour week, the overtime bank will have a 35 hour cap; for those scheduled on a 40 hour week, there will be a 40 hour cap.

Casual employees may bank overtime to a maximum of a 20 hour cap.

The overtime bank shall be refillable by mutual agreement. Employees utilizing an overtime bank will indicate by October 31st of each year if they wish to use the time banked, providing operational circumstances allow, or have it paid out. Banked overtime shall not be carried over into the next calendar year and shall be paid out by the Employer on December 30th of each year.

30.02 Statutory Holidays

- a) Where a regular full time or regular part-time employee is scheduled to work on a statutory holiday, the employee shall be paid at time and one-half (1½x) their normal wage/salary for all hours worked up to ten (10) hours and double time (2x) their normal wage/salary for all hours worked in excess of ten (10) hours based on Article 30.01.

- b) In lieu of statutory holidays set out in 30.02c below, the Employer shall pay regular part-time employees, in addition to their normal wages/salary, five percent (5%) of gross wages earned, excluding health benefits.

- c) For the purposes of this Agreement the following have been designated as paid Statutory Holidays:

| | |
|-----------------|---|
| New Year's Day | Family Day |
| Good Friday | Easter Monday |
| Victoria Day | National Day for Truth and Reconciliation |
| Canada Day | British Columbia Day |
| Labour Day | Thanksgiving Day |
| Remembrance Day | Christmas Day |
| Boxing Day | |

Plus any other general holiday proclaimed by federal, provincial, and/or municipal governments.

- d) Where a regular full time employee is on annual vacation and a paid statutory holiday occurs and is celebrated during such period, that employee shall be entitled to an additional vacation day with pay at a time mutually acceptable to the employee and the Employer.
- e) Where a regular full time employee is on a non-work day and a paid statutory holiday occurs and is celebrated during such period, that employee shall be given a day off with pay in lieu of the statutory holiday at a time mutually acceptable to the employee and the Employer.
- f) As per Article 26.01; for all regular full time employees, a statutory holiday will be considered as either seven (7) or eight (8) hours of the thirty-five (35) or forty (40) hour work week. In the event a regular full time employee works beyond their scheduled work week, overtime premiums shall apply.

30.03 Shift Premiums

- a) Time worked between 12:00AM (Midnight) and 8:00AM shall be paid a premium of one half (0.5) times the straight time hourly rate.
- b) For janitorial employees the premium time shall be between 10:00pm and 6:00am.
- c) Premiums shall be paid and listed as a separate line item on employee's pay stubs.

Article 31. Annual Vacations, Vacation Pay

For Regular Full Time Employees:

- 31.01 Permanent regular full time employees' vacation leave shall accrue annually on the following basis:
- a) After the first year of service and up to the end of the second (2nd) year of service – two (2) weeks eighty (80) hours paid vacation per annum at the employee's regular rate of pay.
 - b) In the third (3rd) year of service and up to the end of the sixth (6th) year of service - three (3) weeks one hundred twenty (120) hours paid vacation per annum at the employee's regular rate of pay.
 - c) In the seventh (7th) year of service and up to the end of the twelfth (12th) year of service - four (4) weeks one hundred sixty (160) hours paid vacation per annum at the employee's regular rate of pay.
 - d) In the thirteenth (13th) year of service and up to the end of the eighteenth (18th) year of service - five (5) weeks two hundred (200) hours paid vacation per annum at the employee's regular rate of pay.
 - e) In the nineteenth (19th) year of service and thereafter - six (6) weeks two hundred forty (240) hours at the employee's regular rate of pay.

For Regular Part Time Employees:

- 31.02 Permanent regular part time employees shall have vacation pay paid bi-weekly as part of regular pay cheques.
- a) Four percent (4%) of gross wages during the first (1st) calendar year of Service, and up to the end of the second (2nd) year.
 - b) Six percent (6%) of gross wages during the third (3rd) and up to the sixth (6th) year of continuous service.
 - c) Eight percent (8%) of gross wages during the seventh (7th) year and up to the end of the twelfth (12th) year of continuous service.

- d) Ten percent (10%) of gross wages during the thirteenth (13th) year and up to the end of the twentieth (20th) year of continuous service.
- e) Twelve percent (12%) of gross wages thereafter.

31.03 For regular full time employees, a maximum of two (2) weeks of accumulated vacation time may be carried over to the next year by mutual agreement with the Employer.

31.04 For regular full time employees, vacation pay due shall be paid prior to the vacation leave, if requested by the employee.

31.05 Scheduling of employees' vacation shall be first by mutual agreement between the employees and the Employer and where agreement cannot be reached those employees with the longest service with the Employer shall be given preference.

Article 32. Seniority

32.01 Seniority for the purposes of PART II of this Agreement shall be determined from the first (1st) day of employment with the Employer. A break in employment with the Employer of greater than one (1) year shall end the current seniority for that employee.

If the break in employment is due to serious illness or injury involving on-going related medical care, the Employer agrees to extend the employee's seniority for a further year.

If the break in employment is due to a public health emergency or civil disaster as declared by an authorized local, provincial or federal authority, the Employer agrees to extend the employee's seniority for the duration of the emergency situation.

PART III - CASUAL EMPLOYEES

Part III shall cover the employees of the Employer who are casual employees performing work within the bargaining unit covered by this Agreement.

Article 33. Hiring Hall

- 33.01 When casual employees are required by the Employer, the Employer agrees to contact the Union for dispatch of personnel by the Union. Such personnel shall become employees as defined by Provincial and Federal Statute.
- 33.02 If the Union is unable to supply qualified personnel, the Employer may obtain help elsewhere. Such persons shall pay Union permit fees as prescribed by the Union from time to time
- 33.03 Casual employees, other than casual stage employees, shall be hired directly by the Employer.
- 33.04 The Employer shall request resumes of all employees hired through the Hiring Hall. The Union shall provide copies of all such resumes in its possession. If the Union is unable to provide resumes for specific individual employees, the Employer shall request the resumes in writing with a copy to the Union directly from the employees.

Article 34. Seasonal Casual Stage Employees

- 34.01 For the purpose of stability in the operation of the technical positions in the theatre, the following may apply:
- a) Up to four seasonal casual stage positions may be posted and filled for a work year of September 1 to August 31.
 - b) Monthly scheduling shall be by mutual agreement between the employees and the Employer.
 - c) Casual Seasonal employees who accept a call are expected to be available for the call unless there are extenuating circumstances. (i.e. Illness). Requests to decline a call previously accepted will not be unreasonably denied. A minimum of seven (7) days notice for such a request is required.

- d) Should a Seasonal Casual Stage Employee as defined in Article 34.01a) leave the employ of the Tidemark Theatre Society before the completion of the season production process , a replacement Seasonal Casual Stage Employee shall be engaged, per the hiring practice noted in Article 26.

Article 35. Remuneration

- 35.01 When an employee is hired in the first instance as a Crew Chief or Department Head for a particular production then that employee shall be paid the applicable rate for the entire time the employee is working on that production.
- 35.02 If an employee is required or requested to be available to perform work in, or in fact performs work in a classification for which a higher rate of remuneration is provided in Appendix B then that employee shall be paid the higher rate for the entire time the employee is working on that shift.

Article 36. Hours of Work

- 36.01 Casual stage employees shall be hired for the set-up, run and take-out of the production for which they are employed and shall be employed in the categories of work and departments for which they were called.

Casual employees, other than casual stage employees, shall be scheduled by the Employer based on operational requirements. Scheduling shall be based on qualifications with seniority being the determining factor.

Employees shall not be dismissed except for just cause and shall not be assigned to other categories of work or departments except that the Employer may:

- a) Where the work available requires, reduce or increase the size of the crew. Crew size shall be determined by past practice and precedent in the industry as agreed between the Employer and the Union.
- b) Assign employees to other categories of work or departments where such assignment is temporary in nature to lend assistance to existing employees within that department.

36.02 Reporting Pay

- a) When employees are called to work and perform work, they shall be paid not less than four continuous hours at the applicable rate, with the exception of professional development and staff meetings, a minimum of two (2) hours shall apply. Staff meetings will be included on the monthly schedule. Employees will receive a minimum of four (4) weeks' notice unless there is an urgent or emergent requirement as determined by the Employer.
- b) In the event that employees are called to work and they are dismissed without performing any work they shall be paid for two (2) hours at the applicable rate unless the employee is unfit to work or fails to comply with the Industrial Health and Safety Regulation of Worksafe B. C.

36.03 A recall to work after a break of greater than two (2) hours shall constitute a new four (4) hour call.

36.04 Work Day

- 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 of less than eight (8) hours duration shall not constitute the end of a work day except in the case of a casual employee accepting a call for a different production.
- c) Calendar Week - Notwithstanding 34.05, a calendar week shall commence Sunday at 12:00 a.m. and end Saturday at 11:59 p.m.

36.05 Variations

Owing to the nature of theatrical operations, the hours of work shall not be fixed with respect to time of day nor day of week but shall be as determined by the Employer based on operational needs and subject to the provisions of this Agreement.

36.06 Travel Time

- a) If an employee, at the call of the Employer, completed a period of duty in any day and is recalled to duty by the Employer on the same day after a break of greater than two (2) hours 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 rate.
- b) If an employee is released prior to the completion of a minimum call and is recalled for a further period of duty after a break of greater than two (2) hours has elapsed, that employee shall be paid one (1) hour for travel time at the applicable rate less that amount of time that remained in the call from which the employee was released.

36.07 The Union and the Employer agree that the ability to Work From Home (WFH) allows for a greater life-work balance. The Union and the Employer will develop a WFH policy, which will define the terms and conditions of the way work happens outside the Tidemark Theatre facility.

Workers may apply to WFH, subject to the approval of both the Union and the Employer.

The Employer will remain responsible for scheduling the work of Employees covered by a WFH agreement.

No Employee shall be placed in a WFH scenario without their consent.

Employees participating in a WFH situation shall be subject to the Employer's Work Alone policy.

Article 37. Calling Procedure

37.01 The time of a call shall be at the discretion of the Employer. The Employer shall advise the Union's Dispatch of the time of the call, the number of persons needed for each category of work and a preliminary work schedule based upon information available at the time of the call. The call shall be made as soon as possible but in no event shall the Union be held liable or responsible in any way if the call is received by the Dispatcher less than ninety six (96) hours prior to the time of the call. The Union shall at all times endeavor to accommodate the Employer's needs when circumstances require the call to be made less than the ninety six (96) hours referred to above.

37.02 On any stage call the first person hired and the last person released shall be the Crew Chief. The Crew Chief may be required to act as a Department Head.

On any Front of House call the first person hired and the last person released shall be the designated Front of House staff member

37.03 A Department Head shall be assigned to each department in which work is being carried out and such department heads shall not be released from duty prior to the release of technicians employed on such production in their department nor in the case of bona fide road crew or amateur technicians while any work is being carried out in their department.

For Stage area work, Departments shall be defined as follows:

- Stage
- Sound
- Lighting
- Video

37.04 The Employer may supply the Union with a list of preferred casual employees and alternatives with reasons for their hire.

37.05 Notwithstanding the Union's seniority provisions, the Union's Dispatch shall endeavor to accommodate the Employer's request when, in their opinion, the request has merit based on the needs of the production. Seniority for the purpose of hiring of casual employees shall be at the sole discretion of the Union and the general provision of qualified personnel with highest seniority being first hired shall prevail at the sole discretion of the Union with regards to this Article

- 37.06 If the Employer wishes to cancel a call, it shall do so by notifying the Union's Dispatch of the cancellation at least twenty-four (24) hours prior to the time of the call. In the event that such notice is not given, unless the Union consents to such cancellations, the Employer shall pay to the employees designated by the Union to fill the call an amount equal to that remuneration which the employee would have earned through two (2) hours of work at the applicable rate. If the call is postponed without prior notice of twenty-four (24) hours before the original time of call, and if the call is subsequently cancelled, then this article shall be applied to the original time of call.
- 37.07 Any reduction in the size of the crew required by a lack of work shall be accomplished by the release of that person or those persons designated by the Crew Chief or designated Front of House staff member provided that the Employer shall have the right to request specific employees as provided by Articles 37.04 and 37.05.
- 37.08 A call for stage employees to perform work prior to a performance and during a performance shall start at least sixty (60) minutes prior to the scheduled commencement time of the performance.
- 37.09 If a casual or stage employee is late for a scheduled shift the Union's Dispatch shall immediately attempt to find a replacement. As soon as another Employee accepts the call the first employee shall be relieved from the opportunity to work.

Article 38. Computation of Pay, Overtime and Premiums

- 38.01 All casual employees:
- a) The following times shall be paid at one and one-half (1 1/2) the appropriate straight time rate:
 - i. Time worked in excess of eight hours (8) hours in any day.
 - ii. Time worked in excess of forty (40) hours straight time in any week.
 - iii. A casual employee who has completed six (6) consecutive days of work, and is assigned work without a day of rest, the seventh (7th) day at work shall be at double time (2x).

- b) The following times shall be paid at double (2x) the straight time rate:
 - i. All time worked in excess of ten (10) hours in any one day.

38.02 There shall be no pyramiding of overtime.

38.03 In the event a casual employee has completed seven (7) consecutive days of work in a calendar week on the same production, the seventh (7th) day shall be at double time (2x).

38.04 Shift Premiums

- a) Time worked between 12:00AM (Midnight) and 8:00AM shall be paid a premium of one half (0.5x) times the straight time hourly rate.
- b) For janitorial employees the premium time shall be between 10:00pm and 6:00am.
- c) Premiums shall be paid and listed as a separate line item on employee's pay stubs.

Article 39. Statutory Holiday and Vacation Pay

39.01 The Employer shall pay to each casual employee, each pay period, in addition to remuneration required under this Agreement vacation pay on the following basis:

- a) Four percent (4%) of gross wages during the first (1st) and second (2nd) calendar year of continuous service.
- b) Six percent (6%) of gross wages thereafter.

39.02 In reference to Article 39.01, continuous service shall be deemed to have been broken if an employee has a lapse of service of more than twelve (12) consecutive months. However, once a continuous service level has been reached a break in service shall not return the employee to the lower level.

39.03 For the purposes of calculating the rate of vacation pay, the first date of service with the Employer shall be the effective date, notwithstanding clause 39.02.

39.04 Where a casual employee is scheduled to work on a statutory holiday, the employee shall be paid at time and one-half (1½x) their normal wage/salary for all hours worked up to ten (10) hours and double time (2x) their normal wage/salary for all hours worked in excess of ten (10) hours.

39.05 In lieu of statutory holidays set out in 30.02c, the Employer shall pay casual employees, in addition to their normal wages/salary, five percent (5%) of gross wages earned.

Article 40. Rest Periods

40.01 When there is a work period of three (3) hours or longer, the employees shall be entitled to one (1) paid fifteen (15) minute rest period approximately mid-point after the start of the work period. This rest period may be deferred by mutual consent of the Union and the Employer. If this break is deferred, the fifteen (15) minutes shall be added to the time worked on that shift for pay purposes.

Article 41. Meal Breaks and Meal Premiums

41.01 When not working as a member of a production stage crew, a meal break shall be defined as one unbroken, unpaid half (1/2) hour or hour (at the discretion of the employee) within which the employee can eat a meal. When working as a member of a production stage crew, a meal break shall be as defined by as below.

41.02 When scheduling unpaid meal breaks for a production stage crew:

- a) The Employer shall not call an unpaid meal break less than two (2) hours from the beginning of a call or less than four (4) hours from the previous unpaid meal break.
- b) The normal time between meal breaks shall be four (4) hours. The time allowed between meal breaks may be extended to five (5) hours when extra-ordinary circumstances require.

- c) If calling an unpaid meal break less than four (4) hours from the previous unpaid meal break does occur, the short shift shall be paid out as a four (4) hour, time worked shift, at the applicable rates.

- 41.03 Should an employee be required to remain on duty without a meal break after a period of five (5) hours then they shall be paid a premium of one-half (0.5x) times the applicable rate of pay that would be in effect at the start of the premium period until they are released. This provision shall apply equally as for a meal break or the end of a day. The premium shall be paid and listed as a separate line item on employee's pay stub.
- 41.04 No unpaid meal break shall be allowed during a call of five (5) hours or less. Unpaid meal breaks shall also not occur during load outs which commence after 11:00pm following a show.
- 41.05 If an employee is required to return from a meal break less than thirty (30) minutes prior to the scheduled commencement time of a performance that employee shall be paid an additional one half (1/2) hour at the applicable rate.
- 41.06 When an employee returns to work after an unpaid meal break, the employee shall be paid not less than two (2) continuous hours at the applicable rate.

IN WITNESS WHEREOF these two parties have set their hands this 26 day of JANUARY, 2022.

For the EMPLOYER:



Tidemark Theatre Society



Tidemark Theatre Society

Sealed with the seal of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States, Its Territories and Canada, Local 168 in the presence of:

For the UNION:



PRESIDENT, I.A.T.S.E. Local 168



SECRETARY-TREASURER, I.A.T.S.E. Local 168

APPENDIX A - HOURLY RATES of REMUNERATION

| Classification | Current | Bump 2021 | 2022 | 2023 |
|------------------------------------|----------------|----------------------|-------------|-------------|
| | | Jan. 1st | Jan.1st | Jan. 1st |
| | | \$1 | 3% | 3% |
| Assistant Technical Director | \$27.37 | \$28.37 | \$29.22 | \$30.10 |
| Ticket & Rentals Coordinator | \$27.36 | \$28.37 | \$29.22 | \$30.10 |
| Development Coordinator | \$21.62 | \$22.62 | \$23.30 | \$24.00 |
| Ticket Center Clerk | \$18.73 | \$19.73 | \$20.32 | \$20.93 |
| Theatre Publicist | \$21.62 | \$22.62 | \$23.30 | \$24.00 |
| Marketing & Proqraming Coordinator | \$26.19 | \$27.19 | \$28.01 | \$28.85 |
| FOH Supervisor | \$21.62 | \$22.62 | \$23.30 | \$24.00 |
| Assistant FOH Supervisor | \$18.73 | \$19.73 | \$20.32 | \$20.93 |
| Crew Chief | \$24.48 | \$25.48 | \$26.24 | \$27.03 |
| Department Head | \$23.02 | \$24.02 | \$24.74 | \$25.48 |
| Operator / Rigger | \$21.62 | \$22.62 | \$23.30 | \$24.00 |
| Grip Technician | \$20.21 | \$21.21 | \$21.85 | \$22.50 |
| Facility Maintenance Coordinator | \$23.02 | \$24.02 | \$24.74 | \$25.48 |
| Janitor | \$18.79 | \$19.79 | \$20.38 | \$21.00 |

APPENDIX B - GROUP PLAN BENEFITS

The Tidemark Group Benefits Package as of January 2011 is as follows:

- Medical Services Plan of British Columbia - *Full premiums paid by the Employer as per Articles 8.01, 8.02, and 8.09.*
- Life Insurance - *Full premiums paid by the Employer*
- Critical Illness – Full premiums paid by the Employer
- Long Term Disability - *Full premiums paid by the Employer as per Articles 8.07 and 8.08*
- Short Term Disability – *To be investigated*
- Accidental Death & Dismemberment - *Full premiums paid by the Employer*
- Optional additional Accidental Death & Dismemberment
- Extended Health Care - *Full premiums paid by the Employer (must include eye glass coverage)*
- Emergency Travel Assistance - *Full premiums paid by the Employer*
- Dental Care - *Full premiums paid by the Employer*

The Employer shall provide to the Union copies of contracts with carriers for the extended health plan, dental plan, basic life insurance plan, and short term and long term disability plans.

The standard benefits available to spouses and dependents shall be limited to those listed under Article 8.09.

APPENDIX C – DEFINITIONS

Employee:

Is any person defined as such by the Labour Relations Code of British who is covered by this Agreement.

Regular Full Time Employee:

Is an employee covered by this Agreement who has successfully completed the probationary period and who works a regular work schedule of thirty-five (35) hours or more per week and as defined by Article 28 of this Agreement.

Regular Part Time Employee:

Is an employee covered by this Agreement who has successfully completed the probationary period, and who works a regular work schedule of twenty (20) hours per week or more but less than thirty-five (35) hours per week and as defined by Article 26.03 of this Agreement.

Casual Technical Employee:

Is an employee hired through the provisions of Article 31 of this Agreement to occupy a technical position on an intermittent basis, to perform specific short term or occasional functions.

Casual Front of House Employee:

Is an employee hired directly by the Employer to occupy a position other than a technical position on an intermittent basis, to perform specific short term or occasional functions.

Temporary Position:

A temporary position is one created to fill a specific work requirement or replace an employee on leave. These positions shall be for a limited duration, no more than one year that must be specified in advance. Such a position may be filled by a casual or a regular employee depending on the requirements of the position. Such a position shall not displace any currently hired full time, part time, casual Front of House, or casual stage employees. The Union shall be notified in advance of any such postings.

Crew Chief:

The functional supervisor of the stage crew. The Crew Chief may also be a Department Head.

Department Head:

The supervisor of a stage department and reports to the Crew Chief.

Operator:

A stage employee who operates a special piece of equipment such as a follow spot, lighting or sound console, pyrotechnic devices, fog machines and other special effects. Reports to the Department Head.

Rigger:

A stage employee whose primary responsibility is the safe installation of temporary rigging equipment associated with special or temporary technical equipment such as lighting trusses and the like.

Car / Truck Loader:

A stage employee whose primary function is the loading and unloading of equipment from within a truck.

Grip Technician:

A stage employee who carries out work necessary for the technical requirements of a production. Each grip works within a department and reports to the Department Head.

Production Crew:

Those employees who are hired to load in, set up, run and load out a show.

Shop Steward:

The employee designated to represent the Union in the workplace. All grievances from employees are officially channeled through the Shop Steward.

Department:

For the purposes of this Agreement a department is an area of work which incorporates distinct activities which distinguish it from other departments. As it relates to the administrative operations of the Tidemark Theatre the departments are: Box Office, Front of House, Theatre Publicity, Marketing and Programming, Accounting, Administration, Facility Maintenance, and Janitorial. As it relates to production operations, the departments are: Stage, Flying and Rigging, Lighting, Sound, Video Properties and Wardrobe. (Special effects are normally part of the Properties department but may be incorporated into other departments when more practical or appropriate.)

Call:

A call is a general term which can apply to a day or part thereof or a series of days or parts thereof which describes the work schedule as it is given to employees hired under the provisions of the Agreement.

Shift:

A period of work which is unbroken except by "coffee breaks" or meal breaks.

Day:

The total of all shifts worked on a calendar day which begins after 12:00 midnight. The end of the day is defined by a break of eight hours or greater between shifts which do not begin on the same calendar day.

Professional Development:

Professional development refers to the acquisition of skills and knowledge, both for personal development and for career advancement. Staff meetings and departmental meetings are not considered professional development.

Letter of Understanding Re: Succession Planning

Between:

The Tidemark Theatre Society (the Employer)

And

The International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, Local 168 (the Union)

The Employer and the Union recognize the need for succession planning. Therefore, the parties agree to work together to explore opportunities that would facilitate training for locally based technicians.

IN WITNESS WHEREOF these two parties have set their hands this 26 day of January 2022.

For the EMPLOYER:



Tidemark Theatre Society

Tidemark Theatre Society

SIGNED by the President and Secretary Treasurer
of the IATSE Local 168



President



Secretary Treasurer

Letter of Understanding Re: Canada Summer Jobs

Between:

The Tidemark Theatre Society (the Employer)

And

The International Alliance of Theatrical Stage Employees. Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, Local 168 (the Union)

The Union is in agreement with the employment of a summer student under the Canada Summer Jobs grant program. Summer students are enrolled in or intend to enroll/continue in a post-secondary institution. The definition of a student will also include Co-Op Students who will not be returning to post-secondary studies but who must, in order to complete their graduation requirements, complete a final work experience term. All students within the certification shall pay Union dues. These Employees shall be defined as a temporary student position that cannot be used to displace any member for the Union or do the work of a member that is laid off. Students shall be the responsibility of the Employer. Students will not be hired or continue to be employed if an employee able to do the work is on lay off.

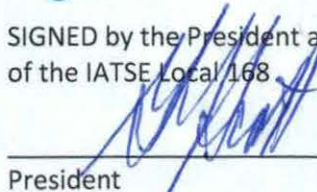
IN WITNESS WHEREOF these two parties have set their hands this 26 day of JANUARY 2022.

For the EMPLOYER:


Tidemark Theatre Society


Tidemark Theatre Society

SIGNED by the President and Secretary Treasurer
of the IATSE Local 168


President


Secretary Treasurer