

**Collective Agreement**

**Between**

**University of Victoria Students' Society**



**university of victoria  
students' society**

**and**

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

**AFL-CIO, CLC Local 168**



**May 1, 2013 to April 30, 2016**

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## COLLECTIVE AGREEMENT

BETWEEN:

**THE UNIVERSITY OF VICTORIA STUDENTS' SOCIETY  
(hereinafter called the "Society")**

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,  
AFL-CIO, CLC, LOCAL #168  
(hereinafter called the "Union")**

OF THE SECOND PART

### ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to provide orderly collective bargaining between the Society and the Union. Both the Society and the Union agree that it is in the best interests of both parties to cooperate fully, individually, and collectively with one another, and thereby agree to abide by the terms set out in this Agreement.

### ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.01 The Society recognizes the Union as the exclusive bargaining agent for all projectionist employees of the Society.

2.02 The bargaining unit shall be comprised of all projectionist employees now or hereafter employed by the Society. This includes Trainee Projectionists (i.e. employees with thirty-six (36) hours or less seniority), Junior Projectionist employees (i.e. employees with more than seventy (37) hours, but less than seventy-one (71) hours seniority ), and Senior Projectionist employees with more than seventy-two (72) hours of seniority.

- 2.03 The bargaining unit work shall include the staffing of all motion picture equipment including the projection of all motion picture film of every kind and character, DVD and BLU RAY regardless of size, in the theatre, theatre booth, and the entertainment lounge/ booth of the Student Union Building of the University of Victoria. The bargaining unit work shall also include the projecting of all motion picture film and or video screened, in the Student Union Building, except for TV Monitors and VCRs. It is understood that the pub lounge is excluded plus UVSS ratified clubs using the entertainment lounge when there is no admission or door entrance fee charged.

For clarification, the above paragraph and Article 15 will be interpreted to exclude from bargaining unit work any projection from an overhead document projector or slide projector, and display of a television with or without video player provided the equipment is controlled from a location outside the projection booth.

For further clarification, the above paragraphs and Article 15 will be interpreted to include as bargaining unit work a video-data or digital projector used in Cinecenta whether for commercial or non-commercial purposes and whether controlled from the projection booth or any other location within Cinecenta. However, where a video-data or digital projector is to be used not in the booth and only on an infrequent occasion for purposes of student or instructor presentations when Cinecenta is used as a classroom for the University of Victoria, or when the Society may wish to directly have a meeting with its own members, the Society must request the Union agree that such occasions do not constitute bargaining unit work. The Union will respond on a timely basis and no reasonable request shall be denied.

- 2.04 The Society agrees that there shall be no contracting out of bargaining unit work. The Union recognizes that building and equipment maintenance that is not specifically required for projection or sound or related equipment is not bargaining unit work.
- 2.05 No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Society or its representative which may conflict with the terms of this Agreement.
- 2.06 Neither the Society nor the Union shall discriminate against any employee covered by this Agreement with respect to terms or conditions of employment on the grounds of race, creed, color, age, sex, disability marital or parental status, religion, nationality, ancestry or place of origin, union membership or activity, political affiliation or activities, or sexual orientation.

- 2.07 The Society recognizes the right of the Union to select one or more stewards to represent the rights of the Union and the employees at its place of business. If the Union does not specifically assign a Steward, the Steward shall be the most senior Member available. It is further understood that Stewards, after consultation with the Society, 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.
- 2.08 Every employee coming within the scope of this agreement shall become and remain a member in good standing of the Union, except as otherwise provided for in this agreement.
- 2.09 All official communication between the Society and the Union shall be directed in writing through the Secretary-Treasurer or the other designated official of the Union at the official mailing address of the Union or by fax through the fax number supplied by the Union.
- 2.10 The Society will allow the I.A.T.S.E. Local 168 insignia to be placed on products built or supplied by union employees. 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. The insignia shall at no time be used in a manner detrimental to the interest or welfare of the Society or the Union.
- 2.11 Where recognition of any other Union or professional organization is displayed on the premises of the Society or the performance venue, the Society shall likewise recognize the Union in a manner mutually acceptable to the Society and the Union. The cost of such display shall be borne by the Union.
- 2.12 (Replaces LOU #2) It is understood that the 'single button' operation of the booth projection equipment for classroom usage (once approved by the Union) shall not require a Projectionist to be present.  
It is the intention of this article that 'single button' means use by a classroom instructor for power point or similar instructional formats, and not the showing of a motion picture. It is understood that the 'single button' operation of booth projection equipment would normally not remove the requirement to have a projectionist present, as required under article 2.03.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Society shall have the right to make such rules and regulations as may be deemed necessary for the conduct and management of the performances and the Union agrees that its members shall obey all rules and directions of any authorized representative of the Society as they do not conflict with the terms of this Agreement.

- 3.02 Rules or regulations introduced by the Society shall satisfy the following requirements:
- a) They shall not be inconsistent with or violate an express provision of the Collective Agreement.
  - b) They shall be reasonable.
  - c) They shall be clear and unequivocal.
  - d) They shall be conveyed to the employees and the Union, in writing, before the Society will act on them.
  - e) They shall be consistently enforced.
- 3.03 Notwithstanding Article 4, 6, and 8 of this Agreement, the Society may, during the months of May, June, July, and August, hire and employ employees who are not, during those months, active members in good standing of the Society, provided said employees intend to resume active membership in good standing in the Society at the commencement of the Fall term of that year.
- 3.04 The Society shall have the responsibility of scheduling all work in the theatre and agrees to consult with the projectionist employees to develop an equitable schedule.

#### **ARTICLE 4 - HIRING**

- 4.01 It is mutually agreed that the Society shall have the right to select and engage projectionist employees of its choosing, who are active members in good standing of the Society, for the first up to thirty-six (36) hours worked, exclusive of training time. The initial training period shall also be considered the probationary period. The Society shall prepare a written evaluation for the trainee employee on or before the completion of his/her training period. Her or his position will be subject thereafter to the conditions as set forth in this Agreement. The format for the written evaluation shall be negotiated between the parties to this agreement. An employee's employment may be terminated during this probationary period due to failure of the employee to satisfactorily meet performance requirements despite reasonable opportunity for the employee to do so. It is expressly agreed that the hourly wage and other benefits paid to an employee during her or his trial period shall not be greater than those stipulated in this Agreement.

- 4.02 The Union recognizes the temporary and part-time nature of the positions and that one of the purposes of the Society is to provide part-time employment for its members, and that the Society reserves the right to determine the appropriate number of employees.
- 4.03 Subject to Article 4.02, no new staff shall be hired if present staff are available, capable, and desirous of working any additional hours which may become available for any reason, however, the Society shall not be required to give additional hours to any employee if this would cause weekly overtime rates to be paid.
- 4.04 The Society shall notify the Union within five (5) calendar days of new hiring.
- 4.05 When the Society is unable to fill a shift with the regular Cinecenta Projectionists currently hired and is unable to hire a new Projectionist as per the Collective Agreement, the Society shall first try contacting a previous projectionist of the UVSS. This person would be paid at the Senior Projectionist Rate. If the Society is unable to find a previous UVSS Projectionist they will contact the Union to obtain the services of a working projectionist, who shall be paid at the Union dispatched rate listed in Schedule A.
- 4.06 Replacements shall also be paid subject to the current union dues deductions.

#### **ARTICLE 5 - NEW EMPLOYEES**

- 5.01 The Society agrees to acquaint new employees with the fact that a Collective Agreement is in place and with the conditions of employment set out in Articles 2, 6, and 7 of this agreement.

#### **ARTICLE 6 - SOCIETY/UNION RELATIONS**

- 6.01 No employee or group of employees shall undertake to represent the Union at meetings with the Society without the proper authorization of the Union. To implement this, the Union shall supply the Society with the names of its Officers and, similarly, the Society shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 6.02 Representatives of the Union shall not be denied access to the projection suite when dealing or negotiating with the Society as well as for the purposes of investigating and assisting in the settlement of a grievance.
- 6.03 The Society agrees that as a condition of continued employment, any employee who is a member of the Union or hereafter becomes a member of the Union shall remain a member thereof. The Union will notify the Society in writing of any of its employees who have failed to or ceased to be members of the Union. Such employees shall not be given further employment as projectionists.

- 6.04 The Society will notify the Union in writing of any of its projectionist employees who have failed to become or ceased to be active members in good standing of the Society. Such employees shall not be given further employment as projectionists.
- 6.05 The Society will notify the Union in writing of all change of addresses, promotions, demotions, hirings, transfers, resignations, deaths, or other terminations of employment within five (5) days.
- 6.06 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 Society.

#### **ARTICLE 7 - CHECK-OFF OF UNION DUES**

- 7.01 The Society shall, as a condition of employment, deduct from the wages of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of dues payable to the Union.
- 7.02 The Society shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union's Constitution and By - Laws and owing by the employee to the Union.
- 7.03 Deductions shall be made in each payroll period and membership dues or payments in lieu thereof shall be considered owing in the month for which they are deducted.
- 7.04 All remittances shall be remitted to the Union not later than fifteen (15) calendar days after the date of deduction and the Society shall also provide a list of names of those employees from whose wages such deductions have been made, together with the amounts deducted from each employee. In addition, the Society will provide the following information once on each employee: A completed Union Personal Information Form.
- 7.05 From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other moneys deducted by the Society from the pay of the employees in the bargaining unit.
- 7.06 The Society shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the preceding year. Such receipts shall be provided no later than March 1st of each year. Such receipts shall also leave the dues paid box empty, as a dues receipt shall be issued by the Union in accordance with the Canadian Revenue Agency.

## **ARTICLE 8 - DISMISSAL, SUSPENSION, AND DISCIPLINE**

- 8.01 The Society shall not dismiss, suspend, or discipline an employee without just and reasonable cause. In all cases, the burden of proof of just and reasonable cause shall rest with the Society. Notice of dismissal, suspension, or discipline shall be in writing, and shall set forth the reasons for such action. 'Written warnings' will be given to the employee in the form of a warning letter. Signing of a copy of the letter, by the employee, will only acknowledge receipt of the letter. A copy of this written notice shall be placed in the individual's personnel file and a copy shall be forwarded to the Union within five (5) calendar days of the action being taken.
- 8.02 No adverse work record may be relied upon if the employee has a clean record for one (1) year from the date of the last infraction. Letters of discipline shall be removed from the employee's personnel file after one (1) year without further discipline.
- 8.03 It is agreed that failure by an employee to maintain her or his status as an active member in good standing of the Society shall constitute just and reasonable cause for the termination of employment.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 In this Agreement, "grievance" means:
- a) Any dispute or difference between the Society and the Union governing the dismissal, suspension, or discipline of an employee, bound by the agreement,
- And/Or;
- b) Any dispute or difference between the parties of this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any questions as to whether any matter is arbitrable.

9.02 If any grievance arises affecting any employee bound by this Agreement, it shall be finally and conclusively settled as follows:

Step 1 By discussion between the aggrieved employee accompanied by the Job Steward or other Union Officer, and the Society. If an agreement is reached, the decision of the employee and the Society shall be final.

Step 2 Should agreement not be reached, the grievance shall be set out, in writing, by the party wishing to resort to this procedure, and delivered to the other party no later than thirty (30) calendar days after the date on which both parties became aware of the grievance. The parties shall confer forthwith, and if agreement is reached, their decision shall be final.

Step 3 Should the grievance remain unsettled for a period of fourteen (14) calendar days from the date of its written submission by one party to the other, or for such longer time as the parties may agree to, then it shall be referred to an Arbitrator as follows:

i) The party desiring arbitration shall notify the other party in writing of the particulars of the matter in dispute.

ii) The party receiving the notice shall, within five (5) calendar days thereafter, advise the submitting party of suitable dates for an arbitration hearing.

9.03 The parties agree that a mutually agreed upon arbitrator will be used.

9.04 Each party shall pay its own costs and expenses of arbitration.

## **ARTICLE 10 - CRIMINAL CHARGES**

- 10.01 If the projectionist employee, while she or he is performing her or his normal duties as a projectionist and acting on the instructions of the Society, should by virtue of performing those duties be charged with an offense under Section 163 & Section 167 of the Criminal Code of Canada, 1985, the Society shall be required to provide the following assistance:
- a) All fines, legal fees, and expenses incurred as a result of the charges shall be paid by the Society and the employee shall have the right to retain a lawyer, from the Greater Victoria area, of his or her choice.
  - b) If the employee is arrested on the aforementioned charges, bail shall be provided forthwith by the Society.
  - c) The employee shall suffer no loss of wages.
- 10.02 It is expressly agreed that the provisions of this Article are in addition to and not in substitution of all such civil rights, remedies, and causes of action that may accrue to the employee arising out of any criminal charges referred to in this Article.
- 10.03 The Society shall pay a projectionist employee for time spent in court, at the prevailing rate, when such a court action arises from an on-the-job incident.

## **ARTICLE 11 - PROVISIONS EXCLUDED**

- 11.01 It shall not be a violation of this Agreement, nor shall it be cause for discharge or disciplinary action against any individual projectionist, nor a grievance against the Union, if any projectionist employee refuses to go through or work behind any lawful labour-related "picket line", including a picket line at the Society's place of business.
- 11.02 For the purposes of this Article, a labour-related picket line shall be considered lawful until such time as it is declared unlawful.
- 11.03 The provisions of Section 50 (2 & 3) of the Labour Relations Code are excluded.

## **ARTICLE 12 - INSTALLATION, SERVICING, AND REPAIR OF PROJECTION AND SOUND EQUIPMENT**

- 12.01 The installation, servicing, and repair of projection, sound, and related equipment, within the confines of the projection suite, and the dismantling of said equipment, shall be done by a projectionist employee regularly employed by the Society, provided that such a projectionist employee is able to do the work required.
- 12.02 The Union agrees that during the normal warranty period of any booth equipment, the supplier of the equipment may service and repair it. The provisions of Section 1 of this Article in such a case will not apply.

## **ARTICLE 13 - GENERAL CONDITIONS**

- 13.01 The Society shall provide wiping rags to the projection booth.
- 13.02 It shall not be the duty of the projectionist employee to handle film or containers beyond the confines of the second floor of the Student Union Building.
- 13.03 The Society shall supply such tools and safety equipment as are required for the safe operation of the projection equipment being used.
- 13.04 All controls pertaining to the operation of the projection equipment shall be installed within the confines of the projection suite.
- 13.05 At least one (1) fire extinguisher of the approved type and class shall be maintained in good working order in the projection booth. The employees shall be trained in the safe operation of this equipment.
- 13.06 Operating manuals for all booth equipment shall be provided.
- 13.07 A minimum of five (5) minutes of pick up time and wash up time will be allowed prior to quitting time.

## **ARTICLE 14 - HEALTH AND SAFETY**

- 14.01 An employee who is injured or becomes ill on the job during working hours and is required to leave for treatment shall receive payment for the remainder of her or his shift.
- 14.02 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the- job accident shall be at the expense of the Society.
- 14.03 A first aid kit shall be provided in the projection booth.

- 14.04 The Union and the Society agree to form a joint committee and meet in accordance with the Workers' Compensation Act. The committee will work co-operatively to support and develop safe work procedures to ensure the safety and health of individual employees, clients, and patrons.
- 14.05 The Union and the Society shall comply with the Regulations of the Workers' Compensation Act and all other legislation related to the health and safety of the employees in the workplace.

#### **ARTICLE 15 - RESPONSIBILITIES FOR WAGES ON RENTALS, ETC.**

- 15.01 If the Society sublets, loans, leases, or permits any person to exhibit in the Student Union Building for commercial purposes, and projection of motion picture film and or video is required, the Society shall be responsible for the wages of the projectionist employees.

#### **ARTICLE 16 - TECHNOLOGICAL CHANGE**

- 16.01 For the purposes of this Agreement, the term "technological change" shall mean the introduction by the Society of new technology, or new equipment, or a change in the equipment previously used by the Society which significantly alters the duties of the projectionist employees.
- 16.02 The Society shall give a minimum of ninety (90) calendar days notice of any intended technological change, which shall include details as to the nature of the equipment, and the anticipated effects of the technological change on the affected projectionist employees. Such notice shall be given to the Union and to each of the employees the Society anticipates will be affected by the technological change.
- 16.03 Upon receipt of the notice, the parties will immediately commence discussions and/or negotiations with regard to the effects of the technological change, and any agreements reached shall be reduced to writing and shall be binding on all parties bound by the Collective Agreement. Any issues unresolved shall be submitted to binding arbitration.
- 16.04 The parties agree that a mutually agreed upon arbitrator will be used.
- 16.05 In the event that the Society introduces a technological or organizational change which results in displacement of employees from employment with the society, the society will provide severance wages calculated at the employee's regular rate of pay on the basis of one (1) week's wages per year of continuous service where one (1) week's wages are calculated by the average of the number of weekly hours worked over the most recent four (4) months of service.

16.06 Where the Society determines that special training is required as a result of the change or new method of operation, a regular employee shall be given the necessary time off with pay to attend such training.

### **ARTICLE 17 - SENIORITY**

17.01 Seniority shall be based on the employee's start date as a projectionist.

### **ARTICLE 18 - LAYOFF AND RECALL**

18.01 All layoffs shall be done in reverse order of seniority as defined in Article 17.

18.02 Recall shall be strictly by seniority, i.e. senior employees to be recalled first.

18.03 The Society shall not close the theatre without giving the projectionist(s), in writing, at least one (1) months notice.

- a) After the completion of a period of employment of two (2) consecutive years, an additional weeks notice shall be given. For each subsequent completed year of employment, an additional weeks notice shall be given up to a maximum of eight (8) weeks.
- b) The period of notice shall not coincide with an employee's annual vacation.
- c) Where the Society closes the theatre and fails to comply with Article 18.03a, the Society shall pay the projectionist(s) severance pay equal to the shortfall in the period of notice required.
- d) The Union agrees that one (1) month's notice need not be given in the event of closures caused by acts of God, fire, or other emergency circumstances. A copy of this notice shall be sent to the Union.

## ARTICLE 19 - LEAVE OF ABSENCE

19.01 Provisions in this Article apply only to employees with more than seventy (70) hours seniority.

19.02 Maternity, Parental and Adoption Leave shall be as follows:

### 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 father of the child shall be entitled to both maternity and parental leave without pay.

### Birth Father

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

In addition, an employee who is the adoptive mother or the adoptive father shall be entitled to up to thirty-seven (37) weeks of parental leave. 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.

19.03 An employee, upon request, may be granted a leave of absence by the Society without pay for up to six (6) months for emergency circumstances and bereavement, such leave not to be unreasonably withheld:

19.04 An employee, upon request, shall be granted a leave of absence by the Society without pay for five (5) months, from April to September, provided the employee plans to resume her or his status as an active member in good standing in the Society in the September of that year.

a) This provision shall also apply to Cooperative education program students while on work terms.

19.05 An employee, upon presentation of registration in a full-time educational program at another institution, shall be granted a study leave, without pay, to a maximum of twelve (12) months.

- 19.06 On return from any leave granted under this Article, the employee shall be placed in her or his former position.
- 19.07 An employee who returns to work upon the expiration of any leave provisions of this Article, shall retain the seniority she or he had accumulated prior to commencing the leave.
- 19.08 The Society may grant an employee a general leave of absence for a minimum of six (6) months and up to one (1) calendar year without pay. By mutual agreement, such leave may be extended. No reasonable request shall be denied.
- a) Membership in the Society is not required to be maintained during the general leave period.
  - b) Thirty (30) calendar days written notice is required

#### **ARTICLE 20 - BUILD-UP AND BREAKDOWN TIME**

Preamble The parties recognize the importance of proper preparation of all formats. To ensure a quality presentation, the Society agrees to compensate the employee for all reasonable preparation time required to achieve this standard.

The projectionist employee shall receive fifteen (15) minutes paid preparatory time at the prevailing hourly rate. This time shall be worked immediately prior to screen time and shall be used for maintenance work.

- a) For the buildup of 35 mm prints, 16mm prints, DVD/DCP, or any digital media, or any other format the projectionist employee shall, as a minimum receive 45 (fourty-five) minutes plus additional time as required, in addition to the 15 minutes preparatory ttime.
- b) For the breakdown of 35mm prints, 16mm prints, DVD/DCP, or any digital media or any other format, the projectionist employee shall, as a minimum, receive 45 (fourty-five) minutes plus additional time as required.
- c) Where no buildup is required, the projectionist will be paid 30 (thirty) minutes plus additional time if required, in addition to the 15 minutes preparatory time.
- d) Additional time may be granted as required.
- e) This article does not apply in the case of 16 mm film of one reel.

## **ARTICLE 21 - HOURS OF WORK**

- 21.01 The minimum call shall be four (4) hours.
- 21.02 Notwithstanding Article 22.01, for matinee performances, the minimum call shall be three (3) hours.
- 21.03 On an occasional basis, for special screenings of a non-commercial nature, the minimum call shall be two (2) hours. The projectionist employee shall be informed beforehand, of the nature of the call, if this is the case.
- 21.04 When special or regular staff meetings, each semester, ('Shift pick') and inclusive of fire drills, are called and the projectionist employees are required to attend, they shall each receive a one (1) hour minimum call. The projectionist employees shall, at their discretion and convenience, also be entitled to one (1) paid hour per semester outside of regular shifts, to meet to discuss mutual, work related concerns.
- 21.05 A projectionist employee who is required to attend the theatre outside of the regular scheduled screen time to familiarize a trainee with the operation of the booth shall be paid a minimum call time of two (2) hours.

21.06 When an employee reports to work and performs work they shall be paid not less than four (4) continuous hours at the normal rate of pay, except where circumstances beyond the control of the Society cause a cancellation of work, in which instance the employee shall be paid for time worked, with a minimum of two (2) hours.

Where an employee reports for work but does not actually start work, the employee shall be paid a minimum of two (2) hours unless the employee is unfit to work or fails to comply with the Industrial Health and Safety Regulation of the Workers' Compensation Board.

21.07 A trainee projectionist, while training with a projectionist, shall be paid a minimum of two (2) hours plus additional time spent in the booth at the hourly rate as stipulated in Schedule "A".

21.08 All time above the set minimums in this Article shall be computed and paid in fifteen (15) minute increments.

#### **ARTICLE 22 - OVERTIME**

22.01 Overtime will be paid at the rate of time and a half (1 ½ x) for all hours worked in excess of seven (7) hours in any one day or after thirty-five (35) hours in a week and double time will apply to all time worked in excess of eleven (11) hours in any day.

22.02 All overtime will be pre-approved by Management.

22.02 All time shall be computed in fifteen (15) minute periods.

#### **ARTICLE 23 - STATUTORY & OFFICE HOLIDAYS**

23.01 The following days shall be deemed to be statutory holidays for the purpose of this Agreement:

New Years Day	Thanksgiving
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	Family Day
Labour Day	

AND Any other day duly proclaimed by federal or provincial authority as statutory holidays during the life of this Agreement.

23.02 Work on these statutory holidays shall be paid at double time and a half (2 1/2x) for all hours worked.

23.03 An employee who is not called to work on a statutory holiday and who has worked on a least fifteen (15) of the thirty (30) days prior to a statutory holiday is entitled to an average day's pay for the holiday. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the 30 day period by the number of days worked.

23.04 An employee who is not called to work on a statutory holiday and who has worked fewer than fifteen (15) of the thirty (30) days prior to a statutory holiday is entitled to pro-rated statutory holiday pay. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the thirty (30) day period by fifteen (15).

23.05 The following shall be deemed to be office holidays for the purpose of this agreement:

Easter Monday  
International Women's Day (March 8<sup>th</sup>)

23.06 Employees who work on office holidays noted in Article 24.05 shall receive a two (\$2.00) dollar per hour shift premium.

#### **ARTICLE 24 - VACATION PAY**

24.01 Employees shall receive vacation pay equivalent to five percent (5%) of her or his gross earnings. Vacation pay shall be paid bi-weekly.

#### **ARTICLE 25 - PAYMENT OF WAGES**

25.01 All employees shall be paid bi-weekly. A comprehensive statement detailing all payments and deductions shall accompany the pay cheque for each pay period.

Within two (2) bi-weekly pay periods of a Statutory Holiday, as defined in Article 24.01, an employee will receive notification of the monies paid to her/him under Article 24.03 or 24.04.

## **ARTICLE 26 - BENEFITS**

- 26.01 The following benefits presently enjoyed by projectionist employees, shall not be reduced during the life of this Agreement:
- a) Complimentary theatre passes, four (4) times per month for the Projectionist Employee and one (1) guest. Plus free individual admission to matinee and late night shows in Cinecenta, upon presentation of their union card or proof of employment.
  - b) Complimentary popcorn, coffee, tea, and carbonated beverages, while on shift.
  - c) Ten percent (10%) on other Munchie Bar items plus applicable taxes, while on shift.
  - d) Use of the telephone for local calls
  - e) A forty percent (40%) discount on the staff menu to be given to all employees that are required to work on any given day. All food must be consumed while the employee is off their shift or on an authorized work break and is for personal consumption only. This discount can be used at all facilities during the operational hours throughout the entire day.
- 26.02 The Society shall maintain full W.C.B. coverage for all employees.
- 26.03 The Society shall provide a taxi voucher from the theatre to the employee's home whenever the last program finishes fifteen (15) minutes prior to the departure of the last regular bus on the route the employee would take when leaving the campus. The employee shall make every reasonable effort to secure other means of transportation.

## **ARTICLE 27 - AMENDMENT AND SUCCESSOR RIGHTS**

- 27.01 Any article of this Agreement that is deemed by both the Society 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.
- 27.02 Where the business of the Society is sold, leased, transferred, merged or otherwise disposed of, the purchaser, lessee or transferee shall be bound by all of the terms and conditions of this agreement. Likewise where the Union is merged or transferred the new union shall be bound by all the terms and conditions of this agreement.

**ARTICLE 28 - TERM OF AGREEMENT**

28.01 This Agreement shall be effective on the first day of May 2013, and shall expire on April 30, 2016. Within four (4) months prior to the termination of this Agreement, either party may initiate negotiations for a new Agreement provided proper notice is given in accordance with the provisions of the Labour Relations Code of British Columbia. The terms and conditions of this Agreement shall remain in full force and effect during the period of such negotiations, if such negotiations are

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

THE UNIVERSITY OF VICTORIA STUDENTS' SOCIETY

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
General Manager

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

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary-Treasurer

SCHEDULE "A" - WAGES and SALARIES

	<u>Current</u>	<u>May1, 2013</u>	<u>May 1, 2014</u>	<u>May 1, 2015</u>
Senior Projectionist	\$14.47	\$14.67	\$14.82	\$15.11
Junior Projectionist	\$12.12	\$12.18	\$12.24	\$12.36
Trainee Projectionist	\$10.96	\$11.01	\$11.07	\$11.18
Union Dispatched Projectionist	\$20.00	\$18.00	\$18.00	\$18.00

***This shall represent an increase of a \$.20 bump in 2013, 1% in 2014 and 2% in 2015 for the Senior Projectionists, 0.5% in 2013 for the Junior and Trainee Projectionists , and .5% in 2014 and 1% in 2015 and for all positions except the Union Dispatched Projectionist.***

**LETTER OF UNDERSTANDING #1**

BETWEEN:

**The University of Victoria Students' Society**

AND:

**The International Alliance of Theatrical Employees, Moving Picture  
Technicians, Artists and Allied Crafts of The United States, Its Territories  
and Canada, Local 168**

**Minimum Four (4) Hour Shift**

This Letter of Understanding is attached to and forms part of the collective agreement and remains in full force and effect for the term of the current collective agreement.

1. The Union recognizes that the Society may wish to assign Projectionist Employees other duties to help promote or assist with the continued success of Cinecenta. These duties will allow the Society to utilize more or the entire unused portion of a minimum four (4) hour call.
2. Any duties assigned must be all of the following: directly related to Cinecenta, reasonable in nature, not require travel, not take on the duties of Management or positions/duties under the jurisdiction of another Union.
3. The unused portion of minimum four (4) hour call that has already occurred cannot be used / banked for a later date.
4. Any duties must first be agreed to by the Union before being assigned to an Employee. One of the duties that shall fall under this Letter of Understanding will be weekly and monthly maintenance time to inspect, clean up messy wiring, and test the equipment both in the theatre and entertainment lounge.
5. The unused portion of a minimum four (4) hour call shall occur at the end of a shift once all normal duties are complete and/or a maximum of thirty (30) minutes prior to preparatory and build-up time.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this \_\_\_\_ day of \_\_\_\_\_ in the year 2010.

THE UNIVERSITY OF VICTORIA STUDENTS' SOCIETY

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
General Manager

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

\_\_\_\_\_  
President  
U.V.S.S. & IATSE, LOCAL 168

\_\_\_\_\_  
Secretary-Treasurer  
21 2013 - 2016 Collective Agreement

