

COLLECTIVE AGREEMENT

Between

THE ROYAL & MCPHERSON THEATRES SOCIETY

and

**THE INTERNATIONAL ALLIANCE OF THEATRICAL
STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS,
ARTISTS & ALLIED CRAFTS
OF THE UNITED STATES, ITS TERRITORIES & CANADA
AFL-CIO, CLC LOCAL 168**

January 1, 2023 to December 31, 2024

TABLE OF CONTENTS

ARTICLE	PAGE
ARTICLE 1 - GENERAL PURPOSE	1
ARTICLE 2 - UNION RECOGNITION	1
ARTICLE 3 - UNION SECURITY	2
3.04 Communication.....	2
3.05 Copies and Printing of the Agreement	2
3.06 Union Right of Entry.....	2
3.07 Stewards.....	3
ARTICLE 4 - UNION INSIGNIA.....	3
ARTICLE 5 - DUES DEDUCTIONS	3
ARTICLE 6 - MANAGEMENT RIGHTS.....	4
ARTICLE 7 - HIRING	4
7.02 Posting and Filling Vacancies	4
7.03 Appraisal Period	5
7.05 Casual Stage Employees.....	5
7.06 Casual Front of House Employees	5
ARTICLE 8 – SCHEDULING	6
ARTICLE 9 - PROBATIONARY PERIOD.....	7
ARTICLE 10 - SENIORITY	7
ARTICLE 11 - LAYOFF & RECALL.....	8
11.01 Layoff	8
11.02 Recall.....	8
ARTICLE 12 - WAGES AND SALARIES.....	9
ARTICLE 13 – MUNICIPAL PENSION PLAN & CANADIAN ENTERTAINMENT INDUSTRY RETIREMENT PLAN	9
ARTICLE 14 - BENEFIT PLAN	10
ARTICLE 15 - HOURS OF WORK.....	11
15.01 Hours of Work	11
15.02 Variations	11
15.03 Work Day	12
15.04 Reporting Pay	12
15.05 Travel Time	12
ARTICLE 16 - MEAL BREAKS	13
16.01 Meal Breaks	13
ARTICLE 17 - REST PERIODS	13
ARTICLE 18 - CALLING PROCEDURES FOR CASUAL STAGE EMPLOYEES	14
ARTICLE 19 - OVERTIME	17
19.06 Time Off in Lieu of Overtime.....	18
ARTICLE 20 - ANNUAL VACATION AND VACATION PAY.....	18
20.01 Entitlement	18
20.02 Vacation Year.....	19
20.03 Scheduling of Vacation Leave	19
20.04 Vacation Pay	19
20.05 Continuous Service	20

20.06	Vacation Carry Over.....	20
ARTICLE 21	– STATUTORY HOLIDAYS	20
21.01	Entitlement	20
21.02	Work on a Statutory Holiday.....	21
21.03	Statutory Holidays Falling During Annual Vacation.....	21
21.04	Statutory Holiday on a Non Work Day	21
ARTICLE 22	- SAFETY AND HEALTH	21
ARTICLE 23	- SICK LEAVE	22
23.02	Entitlement	22
23.04	Unused Sick Leave Bank	22
23.05	Proof of Illness	23
23.06	Subrogation.....	23
ARTICLE 24	- LEAVE OF ABSENCE	23
24.01	Maternity, Parental and Adoption Leave.....	23
24.02	Bereavement Leave	25
24.03	Unpaid Leave of Absence	25
24.04	Jury Duty.....	25
ARTICLE 25	- DISCIPLINE	27
ARTICLE 26	- GRIEVANCE PROCEDURE	27
26.04	Policy Grievance	28
ARTICLE 27	- ARBITRATION.....	29
ARTICLE 28	- LABOUR MANAGEMENT COMMITTEE	29
ARTICLE 29	- CONTRACTING OUT	29
ARTICLE 30	– AMATEUR CLAUSE	30
ARTICLE 31	- TECHNOLOGICAL CHANGE	31
ARTICLE 32	- GENERAL CONDITIONS	31
ARTICLE 33	– FRONT OF HOUSE UNIFORMS	32
ARTICLE 34	– VEHICLE ALLOWANCE	32
ARTICLE 35	- EXISTING TERMS AND CONDITIONS	32
ARTICLE 36	- LOCK OUTS AND STRIKE	32
ARTICLE 37	– NEW OR CHANGED STAFF CATEGORIES AND/OR RATE OF PAY .	33
ARTICLE 38	- AMENDMENT AND SUCCESSOR RIGHTS.....	33
ARTICLE 39	– RESPECT IN THE WORKPLACE	33
ARTICLE 40	– FRONT OF HOUSE EMPLOYEES	34
ARTICLE 41	- TERM OF AGREEMENT	34
APPENDIX 1	- DEFINITIONS	36
APPENDIX 2	- JOURNEYPERSON’S TOOL KIT	37
SCHEDULE “A”	– WAGES AND SALARIES.....	38
SCHEDULE “B”	- STAFF CATEGORIES.....	39
LETTER OF UNDERSTANDING #1	42
LETTER OF UNDERSTANDING #2	44

COLLECTIVE AGREEMENT

BETWEEN:

**THE ROYAL AND MCPHERSON THEATRES SOCIETY
(Hereinafter called the "Employer")
OF THE FIRST PART**

AND:

**THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND
ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA,
AFL-CIO, CLC, LOCAL #168
(Hereinafter called the "Union")
OF THE SECOND PART**

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 good will, 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 **and safe** 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 provision of this Agreement.
- 1.03 This Agreement shall constitute the working conditions for the Employees of the Employer except those positions excluded under Article 2, Union Recognition.
- 1.04 All of the terms and conditions of the Agreement will apply equally to all Employees without discrimination as to gender, sexual orientation, ethnicity, age or religion, as defined by the BC Human Rights Code.

ARTICLE 2 - UNION RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all Employees of the Royal and McPherson Theatres Society as set forth in the BCLRB Order of May 13, 2002, revising the certification to be:

"Employees of the Employer who are Box Office Employees, Front of House Employees, Custodial Employees, Stage Employees."
- 2.02 Excluded staff 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.

2.03 Notwithstanding 2.02 above, no performer or production personnel, shall be permitted to use/set up the stage, backstage areas, dressing rooms, **front of house areas** or theatre auditorium unless a **Crew Chief, Front of House Supervisor or Assistant Front of House Manager** is present for each **area of work** affected.

ARTICLE 3 - UNION SECURITY

3.01 Every **E**mployee 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.

3.02 The Union shall have the right to have the assistance of representatives of the International Alliance of Theatrical Stage **E**mployees of the United States, Its Territories and Canada other than those of Local 168 when dealing or negotiating with the Employer.

3.03 The Employer shall provide bulletin boards both backstage and Front of House which are accessible to all **E**mployees upon which the Union shall have the right to post notice of meetings and such other notices that may be of interest to the **E**mployees.

3.04 Communication

All official communication between the Employer and the Union shall be directed in writing through the Secretary-Treasurer or other designated official of the Union at the mailing address of the Union or by e-mail at the address supplied by the Union.

3.05 Copies and Printing of the Agreement

(a) The Employer shall print and maintain sufficient copies of this Agreement for distribution to **E**mployees.

(b) The cost of printing the collective agreement shall be shared equally by the Employer and the Union.

3.06 Union Right of Entry

An authorized representative(s) of the Union shall be permitted by the Employer, upon prior notification, to enter and inspect, free of any interference, **E**mployee work areas when such entrance or inspection is required, in the Union's opinion, in connection with any grievance or potential grievance, but such representative(s) shall not interrupt or interfere with any work in progress.

3.07 Stewards

Stewards shall have one (1) years' service with the Employer and will be recognized in all venues covered by this Agreement and shall not be discriminated against. A steward shall be designated for all shifts. Stewards shall be designated for Stage and Front of House areas of work when those areas are working. The Employer shall be notified by the Union of the name, or names of such Stewards.

- 3.08 It is understood that Stewards, after consultation with 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.

ARTICLE 4 - UNION INSIGNIA

- 4.01 The Employer will allow the IATSE 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 Employer or the Union.
- 4.02 When the Employer prints programs, the Union shall be given credit in the production program for work carried out by members of the union. At the Union's request the Union insignia may be displayed in the program at no additional cost to the Employer. The Union shall provide "camera ready" copy for any such display.
- 4.03 Where recognition of any other Union or professional organization (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 cost of such display shall be borne by the Union.

ARTICLE 5 - DUES DEDUCTIONS

- 5.01 Upon receipt of a statutory form of assignment duly completed, the Employer shall deduct from the wages of each Employee such Union dues and assessments as may be prescribed by the Union and authorized by such assignment from time to time and shall remit to the Union once a month the amount deducted in the name of the Employee. The Employer shall deliver to the Union once a month a written statement containing the names of the Employees for whom the Union dues deductions were made, the Employees' gross wages, and the amount of each deduction made under this Article in respect of the preceding month. All union dues and assessments and moneys otherwise owed to the Union shall be paid to the Treasurer of the Local by the second Wednesday of each month for the previous month.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 Subject to the terms and conditions of this Agreement, the Employer has exclusive right to manage and direct the working force within the bargaining unit.
- 6.02 The Union recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities and that the locations of operations, the schedules, the processes and means of dealing with products, materials and equipment are solely the responsibility of the Employer.
- 6.03 The Employer may make rules and regulations governing the work environment and conduct of the **E**mployees. However, such rules and regulations shall not be inconsistent with the terms of this Agreement and shall apply equally to all **E**mployees.

ARTICLE 7 - HIRING

- 7.01 Employees, other than casual stage **E**mployees, shall be hired directly by the Employer.
- 7.02 Posting and Filling Vacancies

Where a vacancy occurs, or a regular position is created, the Employer shall notify the Union in writing.

The Employer shall post notice of the vacancy in the Employer's offices and on all bulletin boards, for a minimum of five (5) working days, containing the nature of the position (e.g., nature of position, qualifications, required knowledge, education, skills, hours of work, wage/salary).

Casual **E**mployees 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.

Casual **E**mployees who are interested in positions above the entry level shall provide the Employer with a written expression of interest application in such positions.

The Employer shall fill casual positions above the entry level through the expression of interest application. In making their determination the Employer shall consider required knowledge, education, and skills. When these factors are equal among applicants, then existing **E**mployees having the greatest seniority shall receive preference. All determinations of qualifications, experience, skill and ability shall be made by the Employer.

Where there are no suitable applicants, the Employer may recruit from outside.

7.03 Appraisal Period

With the exception of casual stagehands, where a current **Employee** is selected to fill a vacancy, the **Employee** shall serve an appraisal period not exceeding three (3) calendar months in their new position. During this period the **Employee** shall be returned to their former position (or equivalent to their former position) and pay rate without a loss in seniority if:

- (a) the Employer considers the **Employee** to be unsatisfactory or unable to perform the duties of their new position to the satisfaction of the Employer,
- or
- (b) the **Employee** is unwilling to continue to perform the duties of their new position, provided the position remains vacant or has not been permanently filled by an external candidate.

Other **Employees** promoted as a result of the vacancy shall also be returned, without loss of seniority, to their former position and pay rate.

7.04 The Union shall be notified in writing within seven (7) days of all promotions, demotions, hirings, transfers, resignations, deaths or other terminations of employment.

7.05 Casual Stage Employees

Casual stage **Employees** shall be hired in accordance with Article 18, Calling Procedures, for the set-up, run and take out of the production for which they are employed, and **Employees** shall be employed in the categories of work for which they were called.

Casual stage **Employees** shall not be assigned to other categories of work except where the work available requires the Employer to reduce or increase the size of the crew. To avoid any actual or anticipated breach or similar grievance on the part of the Employer or **Employee**, crew size will be determined by a balance of precedent in the industry and local practice.

When the Employer requires casual stage **Employees** for “run” only, it is understood the call shall include the “take out”.

If the Union Dispatcher is unable to supply qualified **Employees**, the Employer may hire **Employees** elsewhere. Such persons shall register with the Union and shall be covered by this Agreement.

7.06 Casual Front of House Employees

Casual FOH **Employees** may lose their opportunity for future employment when they do not accept any offers of work in a period of three (3) consecutive months,

provided work was offered during that time period. The following circumstances shall also apply:

- (a) Offers of work will not count towards the above limit when an **Employee** has advised the Employer in writing at least seven (7) days in advance about their availability for specific dates or days of the week.
- (b) Offers of work that are issued less than seven (7) days in advance and are not accepted by the **Employee** shall be considered last minute and will not count towards the above limit.
- (c) Employees with at least one (1) year of service may request leave up to a maximum of six (6) months where operational considerations will be the paramount concern in approving the leave requested. The request for leave shall be in writing, and a request to return to service will be in writing. A leave of six (6) months or less shall not impact seniority.

ARTICLE 8 – SCHEDULING

- 8.01 (a) Casual **Employees**, other than casual stage **Employees**, shall be scheduled by the Employer based on operational requirements, per calendar month, and posted in print and online one week prior to the calendar month.
- (b) For the purpose of scheduling Front of House **Employees**, there shall be five (5) separate lists from which **Employees** shall be selected in seniority order for work assignments. They shall be:

- Head Bartender
- Ushers
- Concessionaires
- Bartenders
- Supervisors

It shall be understood that the list for concessionaires shall include **Employees** who work in the roles of coat check and merchandise sellers. Their pay shall also be that of concessionaires.

It is further understood when there is no alcohol requirement, the list of concessionaires shall be utilized before bartenders.

- 8.02 Scheduling of **Employees** shall be based on qualifications with seniority being the determining factor.
- 8.03 No **Employee** shall be required to find their own replacement.

ARTICLE 9 - PROBATIONARY PERIOD

- 9.01 All newly hired **Employees**, other than casual stage **Employees**, shall serve a probationary period not exceeding three (3) consecutive months from the date of hire, during which period such an **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 appointment.
- 9.02 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 employment.
- 9.03 New casual stage **Employees** shall serve a probationary period of 120 (one hundred and twenty) hours 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 120 (one hundred and twenty) hours when necessary to determine the **Employee's** suitability for employment.

ARTICLE 10 - SENIORITY

- 10.01 Seniority for **Employees**, other than casual stage **Employees**, shall be based on the date of hire. In the event more than one **Employee** has the same date of hire, seniority shall be determined by the order in which the **Employee's** application was received.
- 10.02 Seniority for casual stage **Employees** shall be determined by the Union.
- 10.03 No **Employee** shall lose seniority when:
- (a) they are absent from work due to a bona fide illness, accident or injury;
 - (b) they are on any other leave that may be approved by the Employer;
 - (c) they are laid-off for less than twelve (12) consecutive months;
 - (d) they are on leave to attend to Union business.
- 10.04 On resuming employment as a result of 10.03, an **Employee** shall be reinstated to their previous position or a comparable position for which they have proven skills, abilities and qualifications if their previous position has been eliminated.
- 10.05 The Employer will provide the Union an up-to-date seniority list annually as of August 1st of each year for bargaining unit **Employees**, other than casual stage **Employees**. The seniority list will include the following information:
- (a) Employee name
 - (b) Job title
 - (c) Full or part-time status

- (d) Seniority

ARTICLE 11 - LAYOFF & RECALL

11.01 Layoff

- (a) In the event the Employer determines it necessary to lay off regular **E**mployees due to a lack of work, regular **E**mployees will be laid-off in reverse order of seniority within their department provided always that the **E**mployee(s) remaining shall have the qualifications, experience, skill and ability to perform the work.
- (b) Regular **E**mployees 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 twelve (12) weeks. Failure to provide notice shall result in equivalent compensation in pay.
- (c) If a lay off 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. Recall of regular Employees as per Article 11.02.**

11.02 Recall

- (a) Regular **E**mployees shall be recalled to work in order of seniority provided they have the qualifications, experience, skill and ability to perform the work.
- (b) A regular **E**mployee who does not respond within forty-eight (48) hours of the Employer's attempt to make contact, or who refuses to report for work, shall be placed at the bottom of the list of **E**mployees eligible for recall.
- (c) The date and time of recall may be extended upon the approval of the Employer should a regular **E**mployee have extenuating personal circumstances which make it impractical to report to work as required. Such approval shall not be unreasonably withheld.
- (d) It shall be the responsibility of all regular **E**mployees on layoff to provide the Employer with a current and reliable means of contact via either cell phone with texting capabilities, a reliable landline, and a reliable email address.

11.03 The Union shall be notified in writing within seven (7) days of all layoffs and recalls.

ARTICLE 12 - WAGES AND SALARIES

- 12.01 Wages and salaries as set out in Schedule A shall apply and form part of this Agreement.
- 12.02 Where a Front of House and/or Box Office Employee is required or requested by the Employer to be available to perform work in a classification for which a higher remuneration is provided for greater than one half (1/2) hour then the Employee shall be paid that higher rate of remuneration while so employed to be paid in half hour increments.

Where a Casual Stage Employee is required or requested to be available to perform work in or in fact performs work in a classification for which a higher remuneration is provided (other than an assignment to provide temporary assistance) then the Employee shall be paid that higher rate of remuneration for their entire shift.

- 12.03 Wages shall be paid bi-weekly every second Friday by direct deposit (electronic funds transfer) to a financial institute of the Employee's choice. Pay statements will include an itemized statement of hours worked in the pay period, at straight time and overtime, with rates of pay and all provincial and federal statutory deductions.

Employees shall be notified of payment via email along with instructions on how to access pay statements.

- 12.04 Willful non-payment of wages when due or non-payment of moneys due to the Employees and the Union shall constitute a fundamental breach of this Agreement.
- 12.05 When a Union Employee is temporarily appointed by the Employer to relieve the Technical Director, Box Office Manager, and/or Front of House and Building/Facilities Services Manager for vacation, illness, or other extended absence and is required to perform a limited number of duties of the higher position, a pay adjustment in an 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 ten percent (10%) above the Employee's regular rate.

ARTICLE 13 – MUNICIPAL PENSION PLAN & CANADIAN ENTERTAINMENT INDUSTRY RETIREMENT PLAN

- 13.01 Municipal Pension Plan

All newly hired regular Employees shall participate under the Municipal Pension Plan, subject to the terms and conditions of such Plan.

Casual Employees, who become eligible subject to the terms and conditions of

the *Pension Benefits Standards Act*, may participate in the Plan.

It is understood that all **E**mployees who are eligible for the Municipal Pension Plan shall not have access to the Canadian Entertainment Industry Retirement Plan (CEIRP) in Article 13.

- 13.02 Subject to the conditions of Article 13.01, Municipal Pension Plan, **E**mployees 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 waivers to the Union.

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

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

The Employer shall contribute a percentage of gross wages earned to individual CEIRP accounts where an **E**mployee agrees to contribute a matching amount of all wages earned at their normal rate of pay. The percentage of contributions shall be as defined in Schedule "A" of the agreement.

An **E**mployee may at their discretion increase the **E**mployee portion of the contribution.

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

- 13.03 The Employer shall assist **E**mployees when joining the Canadian Entertainment Industry Retirement Plan.

ARTICLE 14 - BENEFIT PLAN

- 14.01 As a condition of employment, regular full-time **E**mployees who have successfully completed their probationary period shall participate in the Employer's benefit package.
- 14.02 Regular part-time **E**mployees working in excess of seventeen and a half (17½) hours per week, who have successfully completed their probationary period, shall receive the above benefits on a pro-rated basis in accordance with their hours of work. (Subject to approval of the carrier)
- 14.03 In lieu of benefits set out in 14.04 below, the Employer shall pay casual **E**mployees in addition to their normal wages/salary, four percent (4%) of gross wages earned.

14.04 The Employer shall contribute one hundred percent (100%) of the monthly premium for single rates for the following benefits:

Medical Services Plan of BC or any subsequent equivalent
Extended Health
Dental; and
Basic Life Insurance

For regular **E**mployees requesting additional coverage for spouses and/ or dependents the Employer shall pay eighty percent (80%) of the monthly premium costs where the **E**mployee agrees to pay the remaining twenty percent (20%) through monthly payroll deductions.

14.05 The Employer shall provide a short term and long term disability plan and the **E**mployee shall contribute one hundred percent (100%) of the monthly cost.

14.06 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.

ARTICLE 15 - HOURS OF WORK

15.01 Hours of Work

(a) The regular hours of work for regular full-time Assistant Technical Directors, Assistant Front of House Manager, Box Office and Custodial **E**mployees normally shall be eight (8) hours per day and forty hours (40) hours per week.

Regular full-time **E**mployees shall receive their draft monthly schedule, based on information received to date and reflecting anticipated days of work by the twenty-second (22nd) day of the prior month, save for March, when it shall be delivered by February 20th.

(b) The regular hours of work for regular part-time **E**mployees working less than full time, or casual **E**mployees shall be determined by the Employer based on operational requirements and shall not consist of more than eight (8) hours per day.

(c) **Calendar Week**
Notwithstanding 15.02, a calendar week shall commence Sunday at midnight and end Saturday at 11:59 p.m.

15.02 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.

15.03 Work Day

The end of a work day is midnight except where an **Employee** is scheduled to work a shift which starts before midnight and ends after midnight, in which case the end of the work day shall be the end of that shift.

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 stage **Employee** accepting a call for a different production. For the dates when daylight savings starts and finishes, a break of less than eight (8) hours shall be determined by the actual hours off, regardless of the lost or gained time caused by daylight savings.

Time shall be calculated and paid in fifteen (15) minute increments.

15.04 Reporting Pay

- (a) 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 Employer cause a cancellation of work, in which instance the **Employee** shall be paid for time worked, with a minimum of two (2) hours.
- (b) 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 Regulations of WorkSafe BC.
- (c) Where the Employer requires an **Employee** to report to work for a staff, **committee** or orientation **meeting** the **Employee** shall be paid a minimum of two (2) hours. The Employer shall notify the **Employee** of the purpose of the meeting, the date, time and place a minimum of seven (7) days in advance.

Employees being dispatched from the hiring hall as Department Heads, and who request orientation in the associated Department, shall not receive the two (2) hours pay.

- (d) Copies of the record of time as completed by the Crew Chief and Front of House Supervisor will be forwarded to the Secretary-Treasurer via email.

15.05 Travel Time

- (a) If an **Employee** completes a shift in any day and performs work on the same production, in the same department, after a break of more than two (2) hours, the **Employee** shall be paid one (1) hour travel time at the straight time rate.

- (b) Paid travel time will be reduced by the un-worked portion of a minimum shift, if any.

ARTICLE 16 - MEAL BREAKS

16.01 Meal Breaks

- (a) Either of the following shall be defined as constituting a “meal break” for all stage production **E**mployees:
 - (i) One (1) unbroken, unpaid hour, within which an **E**mployee can eat a meal;
 - (ii) One (1) unbroken, paid half (½) hour, within which an **E**mployee can eat a meal. The rate of pay shall be that which is applicable to the beginning of the half (½) hour period.
- (b) Box office, front of house and custodial **E**mployees shall be entitled to one (1) unpaid half (½) hour meal break approximately half way through the work day in which to eat a meal.
- (c) When an **E**mployee returns to work after an unpaid meal break, the **E**mployee shall be paid not less than two (2) continuous hours at the applicable rate.
- (d) No unpaid meal break shall be allowed during a shift of five (5) hours or less.
- (e) The normal time between meal breaks shall be four (4) hours. The time allowed between meal breaks may be extended to a maximum of five (5) hours when circumstances arise as determined by the Crew Chief.
- (f) Should an **E**mployee be required to remain on duty after a period of five (5) hours the Employer shall pay a premium of one half (½) the normal rate of pay per hour in addition to normal rate of pay until relieved for a meal break.
- (g) 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 end of the previous unpaid meal break.

ARTICLE 17 - REST PERIODS

17.01 Employees shall be entitled to one (1) fifteen (15) minute paid rest break in each half of a shift of three (3) or more hours duration.

17.02 The rest break shall not interfere with the running of a performance and may be deferred by mutual consent of the Union and the Employer. If deferred, then pay will be calculated as if the **E**mployee worked an additional fifteen (15) minutes beyond the completion of the shift.

ARTICLE 18 - CALLING PROCEDURES FOR CASUAL STAGE EMPLOYEES

- 18.01 The time of a call shall be at the discretion of the Employer. The call shall be made as soon as possible but not less than seventy-two (72) hours prior to the time of the call. The requirement for seventy-two (72) hours' notice of a call shall be waived when circumstances beyond the control of the Employer prevent such minimum notice being given.
- 18.02 A call to perform work during a performance only, shall commence at least thirty (30) minutes prior to the scheduled commencement time of the performance.
- 18.03 A call to perform work prior to a performance shall commence at least sixty (60) minutes prior to the scheduled commencement time of the performance. Where the Employer schedules a paid meal break prior to the performance, Employees will return one-half ($\frac{1}{2}$) hour prior to the commencement of the performance.
- 18.04 The Employer shall advise the Union Dispatcher of:
- (a) the time of the call;
 - (b) the number of Employees needed for each category of work; and
 - (c) a preliminary work schedule based upon information available at the time of the call.
- 18.05 In the event the Employer cancels a call, the Union Dispatcher shall be notified of the cancellation by 6:00 p.m. the day before the call. If such notice is not provided, and unless the Union consents to such cancellation, the Employer shall pay Employees designated by the Union to fill the call an amount equal to that remuneration which the Employees would have earned through two (2) hours of work at the applicable rate.
- If the call is postponed without prior notice of twelve (12) hours before the original time of call, and if the call is subsequently canceled, then this Article shall be applied to the original time of call. Further, if a call is cut down in size, prior to the commencement of work but subsequent to the Union Dispatcher assigning Employees to that call, and within the time limits specified above, and unless the Union consents to such cancellation, that call will be deemed to be cancelled as far as the persons released from the call are concerned and the same terms shall apply.
- 18.06 The Union Dispatcher shall dispatch fully qualified members in accordance with the Employer's requirements. Prior to dispatching members, the Union shall provide the Employer a copy of the member's resume upon request.
- 18.07 On any production the first Employee hired, and the last Employee released shall be the Crew Chief. For the purpose of this Article, maintenance, base building installations, and dressing room catering calls are not considered a "production".

- 18.08 (a) Nothing herein shall restrict an **Employee** hired for a particular job from assisting any other **Employee** working in another department provided that such assistance is temporary in nature and does not affect the ability of that **Employee** to properly perform the duties for which the **Employee** was primarily hired.
- (b) On show calls at the Royal Theatre only, Grips other than designated Fly Grips shall not be utilized for Fly-floor operations.
- (c) On show calls at the Royal Theatre only, the Head Flys and all designated Grip Flys shall not be utilized for onstage operations for the duration of the show call.
- (d) Carpenter Grips, Props Grips, Sound Grips, and Electrics Grips may be utilized for temporary assistance as required for Fly-floor operations during load-ins, and load-outs.

18.09 Subject to 18.10 a Department Head will be assigned to each department in which work is being carried out and such Department Head shall not be released prior to the release of Grips employed on such production in their department.

18.10 The Employer shall have the option of assigning the Head Carpenter the duties of the Head Electrician (provided lighting is only controlled from the stage) when the Victoria Symphony Orchestra is conducting rehearsals.

- a) **Music stands and chairs are not considered props for Victoria Symphony Orchestra productions occurring on stage.**
- b) When a Victoria Symphony Orchestra call requires risers, at least two (2) grip carpenters shall be assigned to assist the Head Carpenter.
- c) When a Victoria Symphony Orchestra production requires a piano to move during a performance and/or rehearsal **the Head Carpenter and one (1) deck stage Employee** shall be assigned.

18.11 The following shall apply to loading and unloading of equipment:

- (a) A minimum of four (4) Truck Loaders will be dispatched to unload and load semi-trailers. A minimum of two (2) Truck Loaders will be dispatched to calls for loaded five (5) ton trucks. Truck Loaders will be dispatched to calls for other size trucks as a designated position at the Employer's discretion. Should truck loading or unloading be completed in less than a minimum shift, designated Truck Loaders shall complete the unused portion of the minimum shift as a Stage Grip paid at the Truck Loader rate. When Truck Loaders are not designated by the Employer, any truck loading required shall be carried out by the stage **Employees** as part of their regular duties.

- (b) When required, fork lifts shall be dispatched as an additional position on top of the Truck Loaders.

18.12 Any reduction in the size of the crew required by a lack of work shall be accomplished by the release of that **Employee(s)** designated by the Union's representative and Crew Chief provided that the remaining **Employee(s)** have the skills and qualifications to complete the work.

18.13 If an **Employee** is late for a scheduled shift the Steward shall immediately begin calling for a replacement. As soon as another **Employee** indicates willingness to answer the work call, the first **Employee** is relieved of the opportunity to work, and the second **Employee** shall fill the position. The Employer shall pay the second **Employee** the full hours of the call and shall be reimbursed by the Union for any time period where the **Employee** was not present. If the first **Employee** arrives for work before the Steward contacts a replacement, the first **Employee** shall fill the position and have the time that **they were** late deducted to the nearest half-hour (30 minutes). When it is not possible for the Employer to deduct the time without violating the **BC Employment Standards Act**, the Employer shall pay the **Employee** and invoice the Union for the disputed wages. The Steward and Crew Chief will meet with the client to ensure the shortage of labour does not unnecessarily delay the work scheduled to be done.

18.14 The following basic crewing requirements shall apply:

- (a) Where a call requires monitor consoles or follow spots, the Employer will add to the call Follow Spot Operators and/or Assistant Sound.
- (b) On productions where a second wardrobe **Employee** is required with the same skills as the Head Wardrobe, they shall be called as Assistant Wardrobe.
- (c) For productions with a history to date of calling an Assistant Sound for the purposes of setting up, operating, and removing video equipment, that position will now be called as a Head of Video.
 - (i) A Head of Video is not required to operate a projector and screen used for a PowerPoint (or similar software technology) presentation onstage or offstage.
 - (ii) These duties shall remain with the Head of Sound.
- (d) A Head of Video may otherwise be called as determined by the Technical Director.
- (e) When there are more than twenty-four (24) stage **Employees** at work, an Assistant Department Head shall be called in the Lighting and Carpentry Departments.

- (f) With the exception of RMTS Dance School clients, roll out dance floors, such as Marley or Rosco brand floors, shall be props, and, with the exception of bookings by local dance schools, a Head of Props shall be called for their installation, maintenance, and removal. Bookings by local dance schools may call for a Head of Props at the discretion of the Technical Director.

ARTICLE 19 - OVERTIME

19.01 Employees other than casual stage and Assistant Technical Director **Employees:**

- (a) Employees shall be paid at a rate of one and one half times (1½) the **Employee's** regular hourly rate of pay for:
 - (i) all time worked over the **Employee's** regular hours of work;
 - (ii) all time worked over the **Employee's** regular weekly hours.
- (b) Employees shall be paid at a rate of two times (2x) the **Employee's** regular hourly rate of pay for
 - (i) all hours worked in excess of eleven (11) hours in any day;
 - (ii) a custodian 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).

19.02 Casual **Stage Employees:**

- (a) Employees shall be paid at a rate of one and one half times (1½x) the **Employee's** regular hourly rate of pay for:
 - (i) all time worked over eight (8) hours of work;
 - (ii) all time worked in excess of forty (40) weekly hours; in any seven (7) day period on any one (1) production
 - (iii) all time worked between midnight and 8:00 a.m.
- (b) Employees shall be paid at a rate of two times (2x) the **Employee's** regular hourly rate of pay for all hours worked in excess of eleven (11) hours in any day.
- (c) In the event a Casual Stage **Employee** has completed seven (7) consecutive days of work in the same position on the same production, overtime rates will apply on the seventh (7th) day as follows:
 - (i) time and a half (x1.5) for all hours worked up to forty (40) hours of straight time within the seven (7) day period.
 - (ii) double time (x2) for all hours worked in excess of forty (40) straight time hours within the seven (7) day period.

19.03 Assistant Technical Director **Employees:**

- (a) Employees shall be paid at a rate of one and one half times (1½x) the Employee's regular hourly rate of pay for:
 - (i) all time worked over eight (8) hours of work;
 - (ii) all time worked in excess of forty (40) weekly hours;
 - (iii) all time worked over forty (40) hours in a seven (7) day period on the same production.
 - (iv) all time worked between midnight and 8:00 a.m.
- (b) Employee shall be paid at a rate of two times (2x) the Employee's regular hourly rate of pay for:
 - (i) all hours worked in excess of eleven (11) hours in any day;
 - (ii) any seventh (7th) consecutive day working without a day off.

19.04 Exclusive of Article 16.01(f), Meal Breaks, nothing in this Agreement shall be construed so as to compound benefits payable under this Agreement. It is agreed that the highest rate payable under this agreement is double time (2x).

19.05 Overtime rates apply to straight time actually worked, including deferred breaks but is not applicable to un-worked portions of minimum calls.

19.06 Time Off in Lieu of Overtime

- (a) Regular Employees working overtime **shall be entitled to have** that compensation be in the form of **paid** time-off to a maximum of eighty (80) hours, subject to the maintenance of efficient services and operations. Time off shall be to the mutual satisfaction of the Employer and Employee.

All accumulated overtime will be banked at the rate earned.

Banked time will be redeemed as straight time hours.

- (b) Upon adequate notice and approval, Employees shall be permitted to request and have any amount of their banked time paid out.

ARTICLE 20 - ANNUAL VACATION AND VACATION PAY

20.01 Entitlement

Paid annual vacations for regular full-time Employees shall be as follows:

- (a) In the first calendar year of service: a prorated vacation entitlement based upon time actually worked in the year as a percentage of ten (10) working days. All regular Employees commencing employment after September 1st shall be paid vacation pay at a rate of four percent (4%).

- (b) In the first (1st) year of continuous service and up to the end of the fifth (5th) year of service – ten (10) days' vacation per year.
- (c) In the sixth (6th) year of continuous and up to the end of the fourteenth (14th) year of service – fifteen (15) days' vacation per year.
- (d) In the fifteenth (15th) year of continuous service and thereafter up to the end of the 20th year– twenty (20) days of vacation per year.
- (e) In the twenty first (21st) year of continuous service and thereafter – twenty-five (25) days of vacation per year.

It is understood that part-time **E**mployees shall receive vacation on a pro-rated basis in accordance with their regular hours of work.

20.02 Vacation Year

For purposes of this Article, annual vacation shall be earned, computed and taken on a calendar year basis.

20.03 Scheduling of Vacation Leave

Scheduling of annual vacation leave shall be approved based on operational needs and be made by mutual agreement between the **E**mployee and the **E**mployer. When scheduling vacation leave, the **E**mployee with seniority shall be given preference.

Seniority shall be the determining factor up to March 1st of each calendar year, in establishing vacation dates. Confirmation of vacation leave shall be made by the **E**mployer to the **E**mployee within ten (10) working days from the date of the request. After March 1st, vacation dates shall be established on a first-come, first-serve basis.

20.04 Vacation Pay

The **E**mployer shall pay to casual **E**mployees, in addition to their normal wages/salary, vacation pay as follows:

- (a) In the first (1st) year of continuous service and up to the end of the fifth (5th) year of service – four percent (4%) of gross wages
- (b) In the sixth (6th) year of continuous service and up to the end of the fourteenth (14th) year of service – six percent (6%) of gross wages.
- (c) In the fifteenth (15th) year of continuous service and thereafter – eight percent (8%) of gross wages.

20.05 Continuous Service

- (a) For the purpose of this Article, continuous service shall be deemed to be broken if an **Employee** has a lapse of service of more than six (6) consecutive months.
- (b) After a break in service as per 20.05(a) above, casual **Employees** with a minimum of five (5) years of continuous service, may, at management's discretion, return to work at their previous level of service.
- (c) Continuous service shall not be considered interrupted due to a public health or building integrity emergency proclaimed by local, provincial, or federal agencies.

20.06 Vacation Carry Over

Annual vacation granted under Article 20.01 shall be considered to have been taken each year unless written approval is received from the Employer.

The Employer may approve partial or all of an **Employee's** current vacation to be carried forward to the following calendar year. All vacation accrual plus next year's entitlement must be used in that following calendar year.

Unless written approval is granted as set out above, vacation entitlements not taken by December 31st each calendar year shall be paid out by January 31st the following year.

ARTICLE 21 – STATUTORY HOLIDAYS

21.01 Entitlement

The following have been designated as paid statutory holidays for regular **Employees**:

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

Plus, any other statutory holiday proclaimed by **RMTS' member funding municipalities (Capital Regional District, District of Oak Bay, City of Victoria, District of Saanich)** or by federal or provincial governments.

21.02 Work on a Statutory Holiday

Where a regular **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 eleven (11) hours and double time (2x) their normal wage/salary for all hours worked in excess of eleven (11) hours and be given a day off with pay in lieu of the statutory holiday.

Where a casual or casual stage **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 eleven (11) hours and double time (2x) their normal wage/salary for all hours worked in excess of eleven (11) hours.

21.03 Statutory Holidays Falling During Annual Vacation

Where a regular **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.

21.04 Statutory Holiday on a Non Work Day

Where a regular **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.

21.05 In lieu of statutory holidays set out in 21.01 above, the Employer shall pay casual **Employees**, in addition to their normal wages/salary, four percent (4%) of gross wages earned.

21.06 For all regular **Employees**, a statutory holiday will be considered as eight (8) hours of the forty (40) hour work week. In the event a regular **Employee** works beyond the forty (40) hour work week, overtime premiums shall apply.

ARTICLE 22 - SAFETY AND HEALTH

22.01 The Union and the Employer shall comply with the Regulations of WorkSafe BC, and all other legislation related to the health and safety of the **Employees** in the workplace.

22.02 The Union and the Employer agree to form a joint committee and meet in accordance with the provisions of WorkSafe BC.

22.03 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. The Employer will develop and maintain a Work Alone Policy in alignment with WorkSafe BC requirements.

22.04 An Employee having to cease work as a result of an injury covered by WorkSafe BC shall be paid at the applicable straight time rate up to the end of the scheduled work day for which the Employee was called.

22.05 Excluding custodians, an Employee is directed and agrees to clean up excrement/fecal matter or any bodily fluids (blood, vomit, urine, etc.) they shall receive a premium as noted in Schedule A.

22.06 First Aid requirements shall be in accordance with the WorkSafe BC and the Occupational Health and Safety Regulations.

ARTICLE 23 - SICK LEAVE

23.01 For the purposes of this article, sick leave is defined as those periods when a regular full-time Employee takes leave with pay pursuant to Article 23.02 because the Employee is ill or disabled for reasons not covered by WorkSafe BC and as a result is unable to attend to work.

23.02 Entitlement

- a) Regular full-time Employees shall be eligible for one (1) day of sick leave for each month of service following successful completion of the probationary period. Notwithstanding this entitlement for regular fulltime Employees, all eligible Employees are entitled to additional sick leave provisions as set out in the *BC Employment Standards Act*.
- b) **All casual Employees shall be entitled to five (5) paid sick days per year upon completion of ninety (90) days of employment. Employees working less than full time hours shall receive their average day's pay in accordance with the *BC Employment Standards Act*.**

23.03 Annual Entitlement

The yearly sick leave entitlement of twelve (12) days exclusive of additional *BC Employment Standards Act* entitlements, shall be advanced to Employees on January 1st of each year of service. However, should the employment of such Employee terminate for any reason before the yearly sick-leave entitlement advanced on this basis has been earned in that year, an adjustment shall be made to the Employee's final cheque to repay such advance.

23.04 Unused Sick Leave Bank

- (a) An Employee's unused annual sick leave entitlement shall accrue at fifty per cent (50%) of the unused entitlement into the Employee's sick leave bank to be used by the Employee for paid sick leave once the Employee's current yearly entitlement has been depleted. The maximum accrual allowable into this bank shall be twenty (20) days.

- (b) No cash payment for unused sick leave will be paid to any **Employee** leaving the service of the Employer.

23.05 Proof of Illness

The Employer reserves the right to require satisfactory proof of illness before any sick leave is granted.

23.06 Subrogation

A regular full time **Employee** who receives wage loss benefits from a court action shall reimburse the Employer (at the rate paid out) for benefits received under this Article up to the amount of:

- (a) benefits received from the Employer as sick leave;
- or
- (b) benefits received from a court action and designated as compensation for loss of wages; whichever is less.

It is understood that this provision is not intended to affect a private insurance program carried by a regular full time **Employee**.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 Maternity, Parental and Adoption Leave

- (a) Length of Leave (i) Maternity Leave

An **Employee** shall be entitled to seventeen (17) consecutive weeks of maternity leave and up to sixty-one (61) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

- (i) Maternity leave may commence 13 weeks before due date.

In the event the birthing parent dies or is totally disabled, an **Employee** who is the parent of the child shall be entitled to both maternity and parental leave without pay.

- (ii) Parental Leave

An **Employee** who is the non-birthing parent, including an adoptive parent shall be entitled up to sixty-one (61) consecutive weeks of parental leave without pay. The **Employee** shall take the leave within seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the **Employee**.

- (iii) Maximum Allowable Leave

It is understood the maximum allowable leave or combination of leave

entitlements pursuant to this Article shall be seventy-eight (78) consecutive weeks, plus any additional leave pursuant to Article 24.01(a)(iv) below.

(iv) Additional Parental Leave

The Employee is entitled to any Additional Parental Leave as outlined in the *BC Employment Standards Act*.

(b) 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.

(c) Return to Work

On resuming employment, an Employee shall be reinstated to their previous or a comparable position for the purposes of pay increments and benefits, referenced in (d) below. Vacation time off work shall be granted in accordance with the *BC Employment Standards Act*.

(d) 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.

Pension contributions will cease during the period of the leave unless the Employee makes arrangements pursuant to their eligibility as per the Municipal Pension Plan (MPP).

(e) Employment Standards Act Leave Provisions

The parties to this agreement will accommodate Employees requesting any leave provisions which are relevant within the *BC Employment Standards Act*.

(f) Seniority

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

24.02 Bereavement Leave

In the event of the death or bona fide hospitalization of a regular **Employee's** immediate family, such **Employee** upon request **to the Executive Director or designate** shall be granted three (3) paid days leave from work.

For the purpose of this Agreement "immediate family" shall include spouse (including common-law), child, step-child, father, mother, step-parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunts, uncles, grandparents and grandchildren.

In the event of a death in the immediate family, as defined above, leave under this section of the Agreement may be taken within six (6) months of the date of the event, to facilitate travel as required. Within three (3) weeks of the death, the Employee must inform their Area of Work Manager of their plan to take the three (3) paid days leave. Such leave will not be unduly withheld.

The **Executive Director or designate** may also grant reasonable travel time with pay to a maximum of two (2) additional days in instances where such time is deemed appropriate to attend the funeral.

Notwithstanding the above the **Executive Director or designate**, upon written request, may grant an **Employee** an additional unpaid leave of absence.

24.03 Unpaid Leave of Absence

The Employer may grant approval for a regular **Employee** to take an unpaid leave of absence for special purposes. Written requests for such leave of absence should be submitted to the Executive Director (or designate) for consideration. Approval for unpaid leave of absence shall be based on operational needs and will not be unreasonably withheld. Should more than one request be made, the **Employee** with seniority shall be given preference.

24.04 Jury Duty

Where a regular **Employee**, who has successfully completed their probationary period, 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 paid leave of absence provided that the **Employee** remits to the Employer any monies received for such service, other than normal expenses.

24.05 The Employer shall grant approval for an **Employee** to take an unpaid compassionate leave if approved for the EI Compassionate Care Benefit as

determined by Human Resources Skill Development Canada, or as determined through the **BC Employment Standards Act**.

- 24.06 i) If an **Employee** or eligible person as defined under the “Leave Respecting Domestic or Sexual Violence - Act” experiences domestic or sexual violence, the **Employee** may request leave for one or more of the following purposes:
- (a) to seek medical attention for the **Employee** or eligible person in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;
 - (b) to obtain for the **Employee** or eligible person victim services or other social services relating to domestic or sexual violence;
 - (c) to obtain for the **Employee** or eligible person psychological or other professional counselling services in respect of a psychological or emotional condition caused by the domestic or sexual violence;
 - (d) to temporarily or permanently relocate the **Employee** or eligible person or both the **Employee** and eligible person;
 - (e) to seek legal or law enforcement assistance for the **Employee** or eligible person, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence;
 - (f) any prescribed purpose.
- ii) If an **Employee** requests leave per Article 24.06 i), the **Employee** is entitled during each calendar year to
- (a) up to 10 days of unpaid leave, in units of one or more days or in one continuous period, and
 - (b) in addition to the period of time referred to in paragraph (a), up to 15 weeks of unpaid leave.
- iii) A leave under Article 24.06 ii) may be taken by the **Employee** in
- (a) one unit of time, or
 - (b) more than one unit of time, with the **Employer's** consent.
- iv) An **Employee** is not entitled to leave under this section respecting an eligible person if the **Employee** commits the domestic violence against the eligible person.
- v) If requested by the **Employer**, the **Employee** must, as soon as practicable, provide to the **Employer** reasonably sufficient proof in the circumstances that the **Employee** is entitled to the leave.

ARTICLE 25 - DISCIPLINE

- 25.01 The Employer shall have the right to discipline, refuse to hire, or dismiss any Employee for which the Employer can show just cause.
- 25.02 If the Employer fails to establish just cause for the discipline, failure to hire or dismissal of an Employee, the Employer shall be responsible for reinstating any lost earnings that may have been sustained by the affected Employee.
- 25.03 “Just cause” in this Agreement shall include, but not be limited to:
- (a) Breach of any rules and regulations made by the Employer governing the duties and functions of the Employees which are reasonably 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 instructions of their supervisor;
 - (c) Inability to perform job duties;
 - (d) Intoxication or being under the influence of drugs or other substances; or
 - (e) Criminal dishonesty in the workplace.
- 25.04 The Union shall be notified in writing and copies given to the Employee involved within forty-eight (48) hours of all disciplinary action taken by the Employer. Forms of disciplinary action which may be imposed by the Employer include a verbal warning, written warning, suspension and/or dismissal depending on the severity of the behavior.
- 25.05 The Employee shall be advised they have the right to have a Union Steward or Representative present during any discussion between the Employer and Employee regarding a matter for which discipline may be imposed.
- 25.06 An Employee shall be able to review their personnel file at any time mutually agreeable between the parties and may copy without charge any documents therein. The Employee may respond in writing to any document and such reply shall become part of his personnel file for the life of the documents.

ARTICLE 26 - GRIEVANCE PROCEDURE

- 26.01 Where a difference arises between the Union and the Employer relating to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is subject to arbitration, there shall be no stoppage of work.
- 26.02 Step 1: Within **fourteen (14)** working days of the alleged violation, the Employee shall meet and discuss the matter with **their** Supervisor to resolve the difference. At the request of the Employee, a Union Steward may be present during discussions at this step.

The Supervisor shall meet and discuss the complaint with the Employee and provide a response within fourteen (14) calendar days of the date the Employee raised the matter. The purpose of the meeting is to review the circumstances giving rise to the incident and to determine whether the complaint can be satisfactorily resolved without using the formal grievance procedure. If the Employee is not satisfied with the Supervisor's response, the Employee may choose to advance the complaint to Step 2 of the grievance procedure. It is the Employee's responsibility to discuss the matter with a representative of the Union in a timely manner.

Step 2:

The Union may submit the grievance in writing to the exempt Manager of the appropriate Area of Work within fourteen (14) calendar days of being made aware of the Supervisor's response as set out above. The Manager of the appropriate work area shall provide a written response within fourteen (14) calendar days of receipt of the grievance.

Step 3:

If there is no settlement reached at Step 2, the Union shall submit the grievance in writing to the Executive Director within fourteen (14) working days of receiving a response in writing from the Manager of the appropriate work area. The Executive Director or designate shall meet with the Union and provide a written response within fourteen (14) calendar days from the date the matter was referred to the Executive Director or designate.

Step 4:

If the grievance is not resolved at Step 3 within fourteen (14) calendar days of receipt of the written response from the Executive Director, the matter may be referred by mutual agreement to mediation. If no agreement is reached between the Parties, then the Employer and Employee shall agree to a single Arbitrator who shall hear and render a decision on the grievance.

The Parties shall share equally the fee(s) and expenses associated with the Arbitrator/Mediator.

26.03 The Union and Employer may by mutual agreement, in writing, extend the limits set out in this Article provided such extension is requested prior to the expiry of the time allowed at the Step.

26.04 Policy Grievance

In the case of a policy grievance, that is where there is a dispute involving a question or general application or interpretation of this Agreement, or the Employer has a grievance, such grievance may be processed at Step 2 provided

the grievance is submitted in writing within **fourteen (14)** working days from the date the incident prompting the grievance comes to the attention of the griever.

26.05 A policy grievance shall not be utilized to circumvent any mandatory provision of the grievance procedure.

26.06 Where the Employer requires an Employee, who is not scheduled for work, to attend a grievance meeting the Employee shall be paid in accordance with Article 15.04(b) or for the actual time spent if greater than two (2) hours.

ARTICLE 27 - ARBITRATION

27.01 In all matters referred to arbitration the Employer and the Union shall attempt to agree on a single arbitrator to hear the difference.

27.02 If the Employer and the Union fail to agree on the name of an arbitrator within ten (10) working days, either party may request the Collective Agreement Arbitration Bureau (CAAB) to appoint a single arbitrator or use such other process as may be mutually agreed between the Employer and the Union.

27.03 The Arbitrator's decision shall be final and binding on all parties except as otherwise provided for by law.

27.04 The cost 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 28 - LABOUR MANAGEMENT COMMITTEE

28.01 The Employer and the Union shall establish a Labour Management Committee whose responsibility it shall be to review and make recommendations regarding any and all subjects of mutual interest to the Employer and the Union.

28.02 This Committee shall meet every three (3) months, or on a more frequent basis at the call of either the Employer or the Union. Both the Employer and the Union shall be entitled to a maximum of three (3) members on this Committee.

28.03 Each party shall submit, for the agenda, those items it wishes to discuss at least one (1) week prior to the Committee meeting.

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

ARTICLE 29 - CONTRACTING OUT

29.01 Subject to Article 7.05, 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.

- 29.02 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.
- 29.03 The Employer will supplement road crews with its own Employees as required and as long as work is being carried out within a department and will ensure that a Department Head remains on duty.
- 29.04 Upon notice to the Union, the Employer may employ persons from outside the bargaining unit to operate specialized equipment not normally operated by members of the bargaining unit, except where the operation of such equipment becomes routine or reasonably regular and sufficient members of the bargaining unit are qualified to operate such equipment.

ARTICLE 30 – AMATEUR CLAUSE

- 30.01 Amateur productions may employ unpaid stage personnel. Such persons must be under the supervision of the Technical Director and bargaining unit personnel at all times. Department Heads of Carpentry, Flying, Lighting, Sound, and Wardrobe may be dispatched, as deemed necessary by the Technical Director, for set ups, strikes and runs. The production may use paid personnel when required by the complexity of the production and the abilities of its members in the following categories: musician (where they are a member of an orchestra, normally situated in the orchestra pit, which accompanies the stage performers); director; choreographer, and designers. Should the Technical Director not be available to supervise, **they** may designate a Crew Chief to be a non-working supervisor on the production. This will be monitored by the Labour Management Committee.
- 30.02 Volunteer technical operators, performers and others involved with the running of an amateur performance shall not receive remuneration.
- 30.03 An amateur production is defined as a production produced by one of the following:
- (a) A society, which is registered with the Royal McPherson Theatres Society, operating under the *Society Act of B.C.* and;
 - (i) Whose object is to produce theatrical presentations for the purpose of providing its members an opportunity to participate as a member of the cast, directorial, administrative, design or production team.

and

 - (ii) Has an active open membership

and

- (iii) Any profits or anticipated profits or funds raised by the production are for the sole purpose of developing the Society's object except those donations may be made to other non-related, registered charitable organizations.

or

- (b) A non-commercial school such as those of the public school system of British Columbia or a recognized independent school.

or

- (d) An organization or person or group of people, who receive no direct nor indirect remuneration, profit nor material benefit from such a production have been approved by the Royal and McPherson Theatre Society and the Union. Such approval shall not be unreasonably withheld.

ARTICLE 31 - TECHNOLOGICAL CHANGE

- 31.01 The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.
- 31.02 In the event the Employer introduces change or a new method of operation which requires different or greater skills, an Employee shall be given thirty (30) days to acquire the skills necessitated by the change or new method of operation.
- 31.03 Where the Employer 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 32 - GENERAL CONDITIONS

- 32.01 Adequate restroom facilities shall be provided and maintained in a clean condition by the Employer.
- 32.02 A minimum of five (5) minutes of pick up time and wash up time for stage Employees will be allowed prior to quitting time. A minimum of fifteen (15) minutes necessary for pick up time and wash up time for custodians will be allowed prior to quitting time.
- 32.03 Where the singular appears in this agreement it shall be deemed to mean the plural where the context requires.
- 32.04 Casual stage Employees are expected to wear "stage blacks" as a dress code during all performance unless otherwise directed by the Employer.

ARTICLE 33 – FRONT OF HOUSE UNIFORMS

- 33.01 All existing Front of House **E**mployees, and new **front of house** **E**mployees at the time of hire, shall receive a **shirt of the RMTS' choosing**. The Employer shall provide all items of clothing (uniform) and such uniform will remain the property of the Employer. Upon termination, an **E**mployee shall return the uniform to the Employer. Failure to do so will result in the **E**mployee being charged fifty dollars (\$50.00).
- 33.02 Front of House **E**mployees receiving a uniform according to this Article shall be paid an hourly premium as defined in Schedule A to pay for cleaning and maintenance of such uniform.
- 33.03 All damage to uniforms issued by the Employer incurred in the course of an **E**mployee's duties shall be assumed by the Employer. Replacement uniforms will be provided as required by the Employer.
- 33.04 The parties further agree that Front of House **E**mployees are required to supply and adhere to the following "dress code":
- (a) black dress pants;
 - (b) black socks; and
 - (c) black dress closed-toe shoes.
- 33.05 All Employer-issued uniform and personal items, as per clause 33.04, worn while on duty, should be clean, neat and in good repair.

ARTICLE 34 – VEHICLE ALLOWANCE

- 34.01 No **E**mployee shall be required to supply a vehicle for company business.
- 34.02 An **E**mployee, when authorized by the Employer, may use their own vehicle for company business and shall receive mileage allowances as set by the Canada Revenue Agency (CRA) – Public Sector group, and this rate is set out in Schedule A of this Agreement.

ARTICLE 35 - EXISTING TERMS AND CONDITIONS

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

ARTICLE 36 - LOCK OUTS AND STRIKE

- 36.01 During the term of this Agreement, the Employer shall not lock out any **E**mployee and no **E**mployee shall strike, and the Union shall not declare or authorize a strike of the **E**mployees.

36.02 It is understood that refusal to cross any legal Union picket line resulting from a legal strike as defined in the **BC Labour Relations Code** shall not constitute a breach of this Agreement.

ARTICLE 37– NEW OR CHANGED STAFF CATEGORIES AND/OR RATE OF PAY

37.01 When the Employer creates a new position or it significantly changes the work of an existing position, the staff category and proposed rate of pay shall be forwarded to the Union. Within ten (10) days of receipt of a new or significantly changed staff category and/or rate of pay the Union may reply, in writing, that it disagrees with the Employer. Failure by the Union to file its disagreement with the Employer within the ten (10) days shall render a dispute unarbitrable and the Employer's decision shall be implemented. When the Union files its disagreement with the Employer, a meeting shall be scheduled with a representative from each party to discuss the difference and attempt to reach agreement. If the parties are unable to reach agreement over a new position or significantly changed staff category and/or rate of pay, then the dispute shall be referred to Arbitration under Article 27.

ARTICLE 38 - AMENDMENT AND SUCCESSOR RIGHTS

38.01 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.

38.02 Where the business of the Employer 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 39 – RESPECT IN THE WORKPLACE

39.01 The Employer will distribute to all Employees of RMTS the Respect in the Workplace Policy which adheres to WorkSafe BC requirements for all Employers in BC. The policy applies to all Employees, contractors and clients of the RMTS.

The Respect in the Workplace Policy also takes into account the following provisions in the *BC Employment Standards Act*.

39.02 Sexual Harassment

- (a) The Employer and the Union recognize the right of **E**mployees to work in an environment free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, all complaints of sexual harassment which may arise in the work place.
- (b) Cases of sexual harassment shall, if not resolved, be eligible to be processed as a grievance.
- (c) Sexual harassment shall be defined as any sexually oriented practice which undermines an **E**mployee's health, job performance or endangers an **E**mployee's employment status or potential.

39.03 Personal Harassment

- (a) The Employer and the Union recognize the right of **E**mployees to work in an environment free from personal harassment and agree to cooperate in attempting to resolve, in a confidential manner, complaints of personal harassment which may arise in the workplace.
- (b) Cases of personal harassment shall, if not resolved, be eligible to be processed as a grievance.

ARTICLE 40 – FRONT OF HOUSE EMPLOYEES

40.01 If work is to be done in the Front of House, the first person employed in the Front of House for each shift shall be paid the rate of Supervisor or have the Assistant FOH Manager present.

ARTICLE 41 - TERM OF AGREEMENT

41.01 This agreement shall be for a term of **two (2)** years with effect from January 1, 2023 until December 31, 2024 inclusive and shall remain in full force and effect from year to year following the expiration of the term until either party gives the other party written notice of desire to change, amend, or terminate such Agreement. Upon receipt of such notice the Employer and the Union shall furnish to each other within sixty (60) days particulars of any changes or amendments they may desire in the Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 5th day of March , 2024.

For the EMPLOYER:

 "Kevin Murdoch"
BOARD CHAIR, GVLRA

 "Hazel Braithwaite"
BOARD DIRECTOR, GVLRA

 "Julie Bradley"
EXECUTIVE DIRECTOR, GVLRA

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:

For the UNION:

 "George Scott"
PRESIDENT, I.A.T.S.E. Local 168

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

APPENDIX 1 - DEFINITIONS

Call is a general term which describes a casual **Employee's** work schedule. A call may apply to a shift or series of shifts, a day or part thereof or a series of days or parts thereof as assigned to casual **Employees** hired under the provisions of this Agreement.

Casual **Employee** is an **Employee** covered by this Agreement that is neither a Regular Full-time or Regular Part-time **Employee**.

Areas of Work: For the purpose of this Agreement, areas of work in general operations shall include Box Office, Front of House, Custodial and Stage.

Department: For the purpose of this Agreement, departments in the Stage area of work shall include Carpentry, Lighting, Sound, Flys, Video, Rigging, Properties, Wardrobe, and Wigs and Makeup. Loaders shall be considered to be part of the Carpentry department.

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.

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 seventeen and one-half (17 ½) hours or more but less than thirty-five (35) hours per week.

Shift is a period of work which is unbroken except by a rest break or meal break.

APPENDIX 2 - JOURNEYPERSON'S TOOL KIT

No Employee shall be required to supply any tools on the Employer's premises other than the basic hand tool kit specified below. The Employee may supply, at their own discretion, additional tools.

If an Employee chooses to supply tools other than the basic hand tool kit specified below, the Employer shall insure these tools for loss while on the Employer's premises. Such tools shall be registered with the Crew Chief.

Each Employee as a condition of employment shall be required to provide a basic hand tool kit consisting of:

Carpenters & Flys:

Claw Hammer
Tape Measure
Crescent Wrench with Safety Strap
Multi-bit Screw Driver (or equivalent screwdriver)
Pocket Flashlight
Work Gloves
Chalk
Pen or Pencil
Small Notebook

Electricians & Sound:

Tape Measure
Crescent Wrench with Safety Strap
Multi-bit Screw Driver (or equivalent screwdriver)
Pocket Flashlight
Work Gloves
Chalk
Pen or Pencil
Small Notebook

Properties:

Tape Measure
Pen or Pencil
Small Notebook
Pocket Flashlight

Wardrobe:

Tape Measure
Shears
Clippers

SCHEDULE "A" – WAGES AND SALARIES

Effective date:	Jan 1/2022	Jan 1/2023			Jan 1/2024		
		5.00%			4.25%		
BOX OFFICE EMPLOYEES							
Box Office Supervisor	\$ 24.38	\$ 25.60			\$ 26.69		
Box Office Auxiliary Supervisor	\$ 21.71	\$ 22.80			\$ 23.77		
Box Office Cashier	\$ 20.19	\$ 21.20			\$ 22.10		
FRONT OF HOUSE EMPLOYEES							
Assistant FOH Manager	\$ 29.84	\$ 31.33	\$ 1.00	\$ 32.33	\$ 33.70		
Supervisor	\$ 24.02	\$ 25.22	\$ 1.00	\$ 26.22	\$ 27.33		
Head Bartender	\$ 19.11	\$ 20.07			\$ 20.92		
Bartender	\$ 17.84	\$ 18.73			\$ 19.53		
Concessionaire/Merchandise	\$ 17.17	\$ 18.03	\$ 1.00	\$ 19.03	\$ 19.84		
Usher	\$ 16.79	\$ 17.63	\$ 1.00	\$ 18.63	\$ 19.42		
CUSTODIAL EMPLOYEES							
Custodian - Supervisor	\$ 29.25	\$ 30.71	\$ 1.00	\$ 31.71	\$ 33.06		
Custodian Regular	\$ 24.90	\$ 26.15			\$ 27.26		
Custodian Casual	\$ 24.38	\$ 25.60			\$ 26.69		
STAGE EMPLOYEES							
Assistant Technical Director	\$ 33.63	\$ 35.31			\$ 36.81		
Crew Chief	\$ 30.80	\$ 32.34			\$ 33.71		
Department Head	\$ 29.96	\$ 31.46			\$ 32.80		
Assistant Department Head	\$ 28.12	\$ 29.53			\$ 30.79		
Operator/Fork Lift	\$ 27.23	\$ 28.59			\$ 29.81		
Loader	\$ 24.84	\$ 26.08			\$ 27.19		
Grip	\$ 24.36	\$ 25.58			\$ 26.67		
OTHER COMPENSATION							
Mileage - per kilometre						per CRA mandated amount	
CEIRP - percentage	5.00%	5.00%				5.00%	
FOH uniform maintenance	\$ 0.50	\$ 0.53			\$ 0.55		
bodily fluid cleanup allowance	\$ 2.00	\$ 2.10			\$ 2.19		

SCHEDULE “B” - STAFF CATEGORIES

Assistant Front of House Manager	Will assist the Front of House Manager as required. Duties may involve assistance in short and long term planning, issues of E mployee safety, maintenance of Front of House equipment, supervision of all ushers, concession and bar staff. Perform duties as assigned and other administrative functions including preparing staff scheduling for approval by Manager; preliminary review of prospective E mployees; stock ordering, performing inventory counts, and reception planning. The Assistant Front of House Manager may be appointed to act for the Front of House Manager in the absence of the Front House Manager.
Assistant Head of Department:	Assistant Head of Department assists the Head of Department as required. This position is one in which the Assistant is able to assume all responsibilities of the Head of Department, including crew supervision and equipment operation, and also assists with the movement of equipment to and from the truck and unpacking and packing equipment from cases on the stage.
Assistant Technical Director:	Assistant Technical Director's will assist the Technical Director as required. Duties may involve assistance in short and long term planning, issues of E mployee safety, maintenance of various stage equipment and physical plant related to show production, supervision of Department Heads, record keeping as it pertains to crew and personal hours worked, and liaison with clients.
Bartender:	Supervises sales at assigned bar station. Performs duties as assigned and daily inventory count, stock product from master inventory, prepare product for sale and paper work to record sales and reconcile sales to inventory.
Bartender - Head:	Performs same functions as Bartender. Head Bartender is scheduled when more than two bartenders are required. In addition to duties of bartender, the H ead B artender will prepare additional paper work required to accumulate and reconcile sales and inventory figures from all bar stations.
Box Office Supervisor:	The Box Office Supervisor is responsible for box office daily operations and supervises all box office staff. The Box Office Supervisor will perform daily box office summary procedures as well as vending tickets. The Box Office Supervisor must have basic computer skills and knowledge to resolve simple hardware,

software and client service problems as they arise. The Box Office Supervisor will in addition to the above, perform other administrative functions including preparing staff scheduling for approval, preliminary review of prospective Employees, show set up and preparation of cash sheets and other duties as assigned.

Box Office
Supervisor
Auxiliary:

Working supervisor in absence of the Box Office Supervisor.

Cashier:

Employees will be placed in the Cashier position upon completion of probation in the box office. Performs duties of cashier; is familiar with the diverse ticketing needs of different events and clients, able to work in remote locations with little or no direct supervision and demonstrates the ability to process sales during the night of a show.

Crew Chief:

The working supervisory stage crew member on any call. The first Employee engaged, and the last Employee released on any stage call.

Concessionaire:

Supervises sales at the concession when alcohol is not being served. Performs duties as assigned and daily inventory count; stock product from master inventory; prepare product for sale and prepare paper work to record sales and reconcile sales to inventory.

Department Head:

The supervisory crew member in their department.

Facilities
Supervisor:

Will develop and implement a comprehensive maintenance and cleaning program for the interior and exterior facilities and assets assigned to maximize efficiency. Duties may involve short and long term planning, budgeting, issues of Employee safety, maintenance, cleaning, repairs, renovation and alteration of furniture, equipment, fixtures, physical plant and grounds, record keeping as it pertains to department, staff and personal hours worked, liaison work with other departments, clients and suppliers and the training, supervision, motivation and scheduling of department staff and other duties as assigned.

Front of House Supervisor:	Supervises all ushers, concession and bar staff. Performs duties as assigned and other administrative functions.
Grip:	Performs general stage crew functions, and reports to their Department Head. Grips must meet the qualification standards specified in Employment Requirements in order to work in any department.
Custodian – Supervisor:	Performs the same functions as a Custodian. They will supervise the cleaning and maintenance of both theatres, the scheduling and record keeping as it pertains to custodians and other duties as assigned. This position is based upon 80% custodial functions and 20% supervisory functions.
Custodian - Regular	Performs duties as assigned; cleaning and maintenance of fixtures and building; other administrative functions including ordering of supplies and stock; and coordinates service access to the venues.
Loader:	Under the direction of the Crew Chief loads and unloads equipment from trucks. In order to report to this position, the Loader is required to wear WorkSafe BC approved safety footwear and be able to repeatedly lift equipment of substantial weight. When loading of trucks is completed, Loaders will work the remainder of their shift onstage assigned as grips.
Operator:	Operates particular equipment, including but not limited to follow spot, control console, and video equipment, and reports to their Department Head.
Usher:	Performs duties as assigned including ticket taking; zone safety functions; patron seating and management.

LETTER OF UNDERSTANDING #1

BETWEEN:

The Royal and McPherson Theatres Society

AND:

**The International Alliance of Theatrical Employees, Moving Picture
Technicians, Artists and Allied Crafts of the United States
and Canada Local 168 (Vancouver Island)**

MCPHERSON PLAYHOUSE STAFFING

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

The purpose of this Letter of Understanding is to increase the utilization of the McPherson Playhouse and generate hours of work for Employees by allowing the Employer to provide minimum staff for productions at the McPherson Playhouse.

The Parties agree that the Employer shall provide a minimum staff of department heads for productions that are presented by registered non-profit entities at the McPherson Playhouse.

It is understood that a minimum staff shall include a Head Carpenter, Head Electrician, Head of Sound and if deemed by the Employer, Head of Flies. It is further understood the Employer shall designate the Crew Chief.

It is agreed that upon receipt of an application for use of the McPherson Playhouse, the Employer shall determine if a minimum staff is sufficient to carry out the production ensuring that all safety requirements be taken into consideration.

It is further agreed that when stage crew duties during productions at the McPherson Playhouse are of limited scope and scale, that notwithstanding Article 18, the Society may at the discretion of the Technical Director, elect not to employ certain heads of departments under the following circumstances:

1. For any production at the McPherson Playhouse which has no flying requirements other than setting the house soft goods and electrics in place and operating the main curtain, traveler and scrim during performances if required, the Society need not employ a Head of Flies for the set-up, run and strike of the production provided that:
 - a) All fly system operation is done by the Head Carpenter;
 - b) The fly system is used "as is", with house soft goods and electrics in the standard configuration;
 - c) Line sets are set only on standard, predetermined trim marks;

- d) No additions or changes to the standard fly configuration are made for the production;
 - e) The Head Carpenter's other responsibilities are not compromised;
 - f) All fly moves are properly spotted by a competent person.
2. For any production at the McPherson Playhouse for which the Head Carpenter is able to set up and operate all properties without assistance, the Society need not employ a Head of Properties for the set-up, run and strike of the production, provided that the Head Carpenter's other responsibilities are not compromised.
 3. For other minimum production requirements as may be agreed to from time to time by the labour management committee.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 5th day of March, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

 "Kevin Murdoch"
BOARD CHAIR, GVLRA

 "George Scott"
PRESIDENT, IATSE LOCAL 168

 "Hazel Braithwaite"
BOARD DIRECTOR, GVLRA

 "Laurie Edmondson"
SECRETARY-TREASURER
IATSE, LOCAL 168

 "Julie Bradley"
EXECUTIVE DIRECTOR, GVLRA

LETTER OF UNDERSTANDING #2
Between

The Royal & McPherson Theatres Society (RMTS)

And

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

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

The purpose of this Letter of Understanding is to set timelines for the creation of corporate policy covering the issues as stated below.

1. As further explanatory support to Article 32.01 in the current collective agreement, RMTS will create a policy for distribution to all Employees via the Employee Payroll Portal which outlines that an adequate supply of period products for staff use is to be provided by RMTS.

Policy Creation date: 30 days after ratification of the collective agreement.

2. Job descriptions shall be created for the following positions by the dates which follow:

<i>Head Bartender</i>	<i>60 days after ratification of the collective agreement</i>
<i>Usher</i>	<i>90 days after ratification of the collective agreement</i>
<i>Bartender</i>	<i>120 days after ratification of the collective agreement</i>

The Employer commits to completion of two (2) additional job descriptions for positions as identified by the Employer in the six (6) months after signing this collective agreement.

3. Pursuant to Article 33.01 Front of House Uniforms, an *RMTS Uniform Policy* shall be updated and adopted through the adaptation (if required) of the proposed policy provided by IATSE and modified in agreement with RMTS. Distribution to RMTS staff of the policy will occur within 30 days after ratification of the collective agreement.

In witness whereof, the parties have caused this Letter of Understand to be executed on the 5th day of March, 2024 in the City of Victoria, British Columbia.

FOR THE EMPLOYER:

FOR THE UNION:

"Kevin Murdoch"
BOARD CHAIR, GVLRA

"George Scott"
PRESIDENT, IATSE LOCAL 168

"Hazel Braithwaite" _____
BOARD DIRECTOR, GVLRA

 "Laurie Edmondson" _____
SECRETARY-TREASURER
IATSE, LOCAL 168

 "Julie Bradley" _____
EXECUTIVE DIRECTOR, GVLRA