

2003 - 2006

COLLECTIVE AGREEMENT

between the

CITY OF VANCOUVER

and the

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

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THIS AGREEMENT made as of 1 January, 2003,

BETWEEN:

CITY OF VANCOUVER

(hereinafter called "the Employer")

OF THE FIRST PART

AND:

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

(hereinafter called "the Union")

OF THE SECOND PART

WHEREAS:

- A. The Employer is an employer within the meaning of the Labour Relations Code of B.C.;
- B. The Union is the bargaining authority for the following employees of the Employer employed at the Orpheum, Queen Elizabeth Theatre, and Queen Elizabeth Playhouse:

- technical directors
- resident stage carpenters
- maintenance electricians, and
- resident stage electricians (Console Operators)
- resident sound technicians

and those employees employed from time to time by the Employer on a casual basis to perform relief work in the above classifications or to perform maintenance work in the classifications listed in Schedule "B" of the Collective Agreement at the above work locations;

except those excluded by the Labour Relations Code.

1. COVERAGE

This Agreement shall constitute the wages and working conditions for the employees of the Employer who work in the classifications listed in Schedules "A" and "B".

2. TERM OF THE AGREEMENT

This Agreement shall be for a term of four (4) years with effect from 2003 January 01 to 2006 December 31, both dates inclusive.

The operation of Sub-Sections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from, and shall not be applicable to this Agreement.

3. UNION SECURITY

All present employees who are now members of the Union shall remain members of the Union. All persons employed on or after November 1st, 1979, shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment. All such employees shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union.

All employees covered by the Union Certificate of Bargaining Authority shall pay a monthly fee to the Union equal to the Union's monthly dues, such payment to be made by payroll deduction. This deduction shall become effective on the first day of the month coincident with or next following the date of appointment, but the deduction shall be made only if the employee is still in the employ of the Employer on the final day of the first pay period in that month. Deductions shall be made in respect of all subsequent months provided an employee works any part of the month.

4. WAGES, BENEFITS AND WORKING CONDITIONS FOR CASUAL EMPLOYEES

Wages, benefits and working conditions for employees hired on a casual basis are described in Schedule "B".

5. REMUNERATION

The rates of remuneration set out in Schedules "A" and "B" attached to this Agreement shall apply during the term of this Agreement.

6. PAY FOR ACTING SENIOR CAPACITY

On every occasion that an employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by this Agreement which is senior to the position which the employee normally holds, the employee shall be paid for every day that the duties of the senior position are carried out at the minimum rate in the scale for such senior position, except where the salary received in the employee's own position is equal to, or exceeds, the minimum of the senior position in which case the employee shall receive the next higher rate in the pay range of the senior position.

Appointments of employees to a level of higher responsibility must be authorized by the Manager of the Orpheum, Queen Elizabeth Theatre, and the Queen Elizabeth Playhouse (hereinafter called "the Director, Civic Theatres").

7. HOURS OF WORK

The normal work week shall consist of forty (40) hours, based on an eight-hour day and a six-day week. HOWEVER, owing to the nature of theatre operation, hours of work shall not be fixed with respect to time of day or day of the week, but shall be as prescribed by the Director, Civic Theatres, on reasonable notice, subject to the overtime provision herein.

8. CALCULATION OF TIME WORKED

All time worked by an employee shall be calculated to the nearest one-half ($\frac{1}{2}$) hour.

9. OVERTIME AND CALLOUT

9.1 Overtime

- (a) Except as otherwise set forth in Clause 9.1(b), an employee shall be credited for overtime as follows:
 - (i) time and one-half for time worked in excess of eight (8) hours in any day, Monday to Saturday inclusive;
 - (ii) time and one-half for time worked in excess of forty (40) hours straight time, Monday to Saturday inclusive in any week;
 - (iii) double time for time worked after midnight until 8:00 a.m. on any day;

- (iv) double time for time worked in excess of twelve (12) continuous hours in any one day or shift, Monday to Saturday inclusive or forty-four (44) hours in any week. Only time worked by the employee for which the employee is entitled to be credited at straight time or time and one-half shall be included in the calculation of the said forty-four (44) hours.
- (b) An employee shall be paid double time for all time worked on Sunday. An employee may elect to bank time worked on Sunday pursuant to paragraph (c).
- (c) The following provisions are applicable to each employee:
 - (i) Where less than forty (40) hours are worked by an employee in any week by reason of there being insufficient work available or by reason of an employee declining to perform work which is available although the employee is able to work, the amount by which the time worked is less than forty (40) hours (hereinafter called the "deficiency") shall be debited at straight time.
 - (ii) The actual number of hours of overtime worked by an employee shall be credited at straight time to the employee's account, which account is in this paragraph (c) called the "Hours of Work Pool" and the employee shall be paid for the additional number of hours for which the employee is credited as a premium under the terms of this Agreement, for working overtime; the intent being that if the employee works a ten (10) hour shift, the two (2) hours of overtime shall be credited at straight time to the employee's "Hours of Work Pool" and if, for example, the employee is entitled to time and one-half for the overtime so worked, then the employee shall be entitled to pay for the additional hour. If, for example, an employee worked six (6) hours on a Sunday the employee may elect to credit the account with six (6) hours at straight-time and be paid six (6) hours at straight-time.
 - (iii) Deficiencies shall be calculated three (3) times a year at the end of each cycle for the period of time elapsed since the previous calculation. The cycles will commence from the first Sunday in January with the first and second cycles being sixteen (16) weeks long and the final cycle being twenty (20) weeks long. Such accumulated deficiencies up to a maximum of eighty (80) hours shall be carried forward into each succeeding cycle; if the deficiencies are in excess of eighty (80) hours in any cycle, such excess time shall be disregarded and shall not be deducted from the employee's salary, except that all deficiencies in excess of eighty (80) hours in any cycle shall be carried forward into each succeeding cycle where the employee is able to work but has

incurred such deficiencies by declining to perform work which is available to the employee.

- (iv) Overtime and deficiencies shall be reported every four (4) weeks.
- (v) Subject to Clause 9.1(c)(vi) where an employee at any time accumulates in the "Hours of Work Pool" a number of hours which after deducting all accumulated deficiencies up to the date of such calculation is not less than eighty (80) hours, the employee shall be entitled upon application to the Employer to receive payment for the hours in excess of forty (40).
- (vi) Payments in final settlement of the accumulated hours in each employee's "Hours of Work Pool" and accumulated deficiencies shall be made on the first pay period following 31 December in each year.

NOTWITHSTANDING the foregoing provisions of this paragraph (c) where an employee's total deficiencies exceed the accumulated hours in the employee's "Hours of Work Pool" on 31 December in any calendar year by reason of insufficient work being available in that year, the net deficiency shall not be deducted from the employee's salary.

- (d) The provisions of Clause 9.1(c) shall not apply to overtime worked on any public holiday to which the employee is entitled under Clause 10.3.
- (e) If the hours of work prescribed by the Director, Civic Theatres, for the Maintenance Electrician require the employee to work any time during the period between 6:00 a.m. and 8:00 a.m. in any day, the employee shall not be entitled to be credited with or paid overtime during such period unless the employee qualifies under paragraphs (a)(i), (a)(ii), (a)(iv) or (b) of Clause 9.1.
- (f) For the purposes of computing pay and overtime, the end of each day is midnight and the end of each week is Thursday midnight, and except where an employee works a continuous period of time which starts before midnight and ends after midnight, in which case the end of the day shall be the end of that continuous period of work.

9.2 Callout

- (a) An employee who is called to work, including an employee who is called to work after a minimum of six (6) hours have elapsed since the commencement of the employee's immediately preceding period of duty and after at least two (2) hours have elapsed since the completion of that period of duty, shall be credited with not less than four (4) hours, except in the case of an employee reporting for a consultation which commences within five (5) hours of the commencement of

the employee's next period of duty when the employee shall be credited with not less than the period of time which elapses from the commencement of such consultation until one (1) hour immediately prior to the commencement of the aforesaid next period of duty.

- (b) Notwithstanding the foregoing provisions of paragraph (a), an employee having completed a period of duty ending after midnight may be recalled to duty by the Employer within the subsequent eight (8) hours if the employee consents to such recall. Whenever an employee does not consent to being recalled to duty under this paragraph (b) and the Employer requires a substitute to carry out the duties of that employee, then the Employer agrees to employ, and the Union contracts to provide, a trained and capable substitute to carry out the duties of such employee until the eight-hour turn-around period has elapsed, subject to the minimum call.
- (c)
 - (i) If an employee at the call of the Employer completes a period of duty in any day and is recalled to duty by the Employer on the same day after a break of two (2) hours or greater since the completion of that period of duty, the employee shall be paid one (1) hour travel time at the applicable daily rate.
 - (ii) If the employee was released prior to the completion of a minimum call the one (1) hour travel time will be reduced by the amount of time that remained in the call from which the employee was released and/or the call to which the employee returns.

10. VACATIONS AND PUBLIC HOLIDAYS

10.1 Vacations

Paid annual vacation for all employees covered by this Agreement shall be allowed as follows:

- (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with Part 4 of the Employment Standards Act;
- (b) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth ($1/12$) of ten (10) working days for each month or portion of a month greater than one-half ($1/2$) worked by December 31st;
- (c) During the second up to and including the ninth calendar year of service - fifteen (15) working days;

- (d) During the tenth up to and including the seventeenth calendar year of service - twenty (20) working days;
- (e) During the eighteenth up to and including the twenty-fifth calendar year of service - twenty-five (25) working days;
- (f) During the twenty-sixth and all subsequent calendar years of service - thirty (30) working days;
- (g) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth ($1/12$) of their vacation entitlement for that year for each month or portion of a month greater than one-half worked to the date of termination;

PROVIDED THAT:

- (h) "Calendar year" for the purposes of this Agreement shall mean the twelve-month period from 1 January to 31 December inclusive;
- (i) In all cases of termination of service for any reason, adjustment will be made for any overpayment of annual vacation;
- (j) Employees leaving on superannuation, or upon leaving at reaching maximum retirement age, are entitled to vacation as follows:
 - if retiring prior to 1 April, they receive half of the usual annual vacation;
 - if retiring 1 April or later, they receive the full annual vacation.
- (k) An employee's annual vacation shall be reduced for time absent on WCB in excess of twelve (12) months. The reduction shall be one-twelfth ($1/12$) of the annual vacation to the nearest half-day for each excess month or portion of a month greater than one-half ($1/2$). In the event that an employee is unable to take annual vacation in the current year due to a WCB absence, the vacation shall be taken after return to work in the following year at the mutual convenience of the employee and the Supervisor.
- (l) An employee who is entitled to annual vacation of twenty (20) working days or more in any year:
 - (i) shall take at least fifteen (15) working days of such annual vacation during the year in which the employee earns the vacation, and

- (ii) may defer the taking of any part of such annual vacation in excess of fifteen (15) working days; provided however that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 9.1(l) shall be twenty (20) working days.

(m) Early Retirement

An employee entitled to twenty-five (25) or more days of annual vacation shall be entitled to defer up to five (5) days per year of vacation into an Early Retirement Bank. An employee entitled to thirty (30) or more days of annual vacation shall be entitled to defer up to ten (10) days per year of vacation into an Early Retirement Bank. Such deferred vacation may only be taken immediately prior to retirement. The Employer may, at its sole discretion, permit an employee to use such banked vacation under other circumstances.

10.2 Supplementary Vacation

Each employee shall be entitled to five (5) working days of supplementary vacation, in addition to the annual vacation entitlement under Clause 10.1 upon commencing the eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service.

It is understood between the parties that each employee shall become entitled to supplementary vacation under this Clause 10.2 on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain the supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. (An explanatory note and table is annexed hereto as Schedule "C" for the purposes of clarification.)

10.3 Public Holidays

- (a) All employees covered by this Agreement are entitled to a holiday with pay on the following public holidays, namely: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by Council of the City of Vancouver to be a civic holiday.

PROVIDED THAT:

- (i) whenever one of the aforementioned public holidays falls on a Saturday or a Sunday and the Government of Canada and the Government of the Province of British Columbia or either of them proclaim that such public holiday be observed on a day other than Saturday or Sunday, then the

day so proclaimed shall be read in substitution for such public holiday but if there is no such proclamation by either of such governments or the proclamations of such governments do not proclaim the same day for the observance of such public holiday then the Employer shall designate either the Friday immediately preceding such public holiday or the Monday immediately following the same as the day to observe such public holiday and the employees shall be entitled to a holiday with pay in lieu of such public holiday on the day so designated, or pay the employees in lieu of such public holiday at their respective regular rates of pay;

EXCEPT THAT:

whenever Christmas Day and Boxing Day fall on a Saturday and Sunday respectively and the Government of Canada and the Government of the Province of British Columbia or either of them proclaim that such public holidays be observed on two (2) days other than Saturday and Sunday, then the days so proclaimed shall be read in substitution for such public holidays but,

if there is no such proclamation by either of such governments in respect of one of such public holidays then the Employer shall designate either the Friday immediately preceding such public holiday or the Monday immediately following the same as the day to observe such public holiday and the employees shall be entitled to a holiday with pay in lieu of such public holiday on the day so designated, or pay the employees in lieu of such public holiday at their respective regular rates of pay,

if there is no such proclamation by either of such governments in respect of both of such public holidays, then the employees shall be entitled either to a holiday with pay in lieu of Christmas Day on the Friday immediately preceding Christmas Day and a holiday with pay in lieu of Boxing Day on the Monday immediately following Boxing Day, or pay in lieu of such public holidays, or either of them, at their respective regular rates of pay at the option of the Employer.

- (ii) Notwithstanding anything contained in this Clause 10.3(a) whenever one of the aforementioned public holidays, other than Christmas Day and Boxing Day, falls on a Saturday or Sunday, instead of having all the employees observe the public holiday on the same day the Employer may declare both the Friday immediately preceding such public holiday and the Monday immediately following the same for the observance of such public holiday and such of the employees as shall be designated by the Employer in such declaration shall be entitled to a holiday with pay

in lieu of such public holiday on the Friday named by the Employer and the remainder of the employees shall be entitled to a holiday with pay in lieu of such public holiday on the Monday named by the Employer.

- (b) An employee who is required to work on a public holiday which falls on or is observed from Monday to Friday inclusive, shall be given credit for eight (8) hours of straight time in lieu thereof. For the purposes of this Clause 10.3(b) a public holiday does not include a holiday declared by the Employer pursuant to Clause 10.3(a)(ii) unless the employee is entitled to that holiday with pay in lieu of a public holiday.

10.4 Pay for Time Worked on a Public Holiday

The following provisions shall apply to the employees:

- (i) An employee shall be paid time and one-half for the first eight (8) hours worked on any public holiday to which the employee is entitled under Clause 10.3(a) except that any time worked under this Clause 10.4 by an employee in excess of forty-four (44) hours in any week shall be credited at double time. Only time worked by the employee for which the employee is entitled to be credited at straight time or time and one-half shall be included in the calculation of the said forty-four hours.
- (ii) Double time for time worked in excess of eight (8) hours on any public holiday to which the employee is entitled under Clause 10.3(a).

11. EMPLOYEE BENEFITS

It is hereby agreed that the following employee benefits will be continued for the term of this Agreement, namely:

- (a) Medical Coverage
 - (i) Medical Services Plan

All Regular Full-Time Employees who have completed six months' continuous service shall be entitled to be insured under the Medical Services Plan established under the Medical Services Act of British Columbia with the Employer paying sixty percent (60%) and each employee paying forty percent (40%) of the premium therefor; and

(ii) Extended Health Care Plan

All Regular Full-Time Employees who have completed six months' continuous service shall be entitled to be insured under the Extended Health Care Plan, with the Employer paying sixty percent (60%) and each employee paying forty percent (40%) of the premium therefor. The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, coverage for:

- (1) effective 2005 July 01, eye exams to a maximum payable of \$75.00 per person per twenty-four (24) month period;
- (2) vision care to a maximum payable of \$250.00 (effective 2005 July 01, \$350.00) per person per twenty-four (24) month period;
- (3) hearing aids to a maximum payable of \$700.00 per person in a five (5) calendar year period;
- (4) orthopedic shoes to a maximum payable of \$400.00 for adults/\$200.00 for children in a calendar year and, effective 2005 July 01, orthotics to a maximum payable of \$300.00 every five (5) years;
- (5) diabetic equipment and supplies, and ostomy supplies;
- (6) clinical psychologist services (\$600.00 maximum payable per person in a calendar year);
- (7) chiropractor and naturopath services to a combined maximum of \$200.00 (effective 2005 July 01, \$300.00; effective 2006 January 01, \$500.00) per calendar year; physiotherapist and massage practitioner services to a combined maximum of \$250.00 (effective 2005 July 01, \$600.00) per calendar year; podiatrist services to a maximum of \$100.00 (effective 2005 July 01, \$350.00) per calendar year; and acupuncture treatments to a maximum of \$100.00 (effective 2005 July 01, \$250.00) per calendar year.

The EHB lifetime maximum coverage under this Plan will be \$1,000,000 per person. The Plan has an annual deductible of \$25.00 (effective 2005 July 01, \$100.00).

(b) Dental Services Plan

The Employer and the Union have established a dental plan for all regular employees who have completed six (6) months of continuous service on the following basis:

- (i) Basic Dental Services (Plan A) paying for 80% of the approved schedule of fees.
- (ii) Prosthetics, Crowns and Bridges (Plan B) paying for 50% of the approved schedule of fees.
- (iii) Orthodontics (Plan C) paying for 50% of the approved schedule of fees to a lifetime maximum of \$3000 for adults and dependent children as defined by the Plan;
- (iv) The Employer shall pay sixty percent (60%) and the employees shall pay forty percent (40%) of the premiums for the above benefits.

(c) Same Sex Benefit Coverage

An employee who co-habits with a person of the same sex, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health, and Dental benefits.

(d) (1) Group Life Insurance

All employees who have completed six (6) months' continuous service, shall be insured under a group life insurance policy which has been taken out by the Employer on behalf of the employees. The group life insurance policy includes, among other benefits, coverage for each of such employees in an amount equal to one and one-half (1½) times the employees' basic annual salary which shall be computed to the next highest \$1,000.00 subject to the terms and conditions of the group life insurance policy. The Employer shall pay sixty percent (60%) and each employee shall pay forty percent (40%) of the premiums for the group life insurance policy.

(2) Optional Group Life Insurance

Subject to the provisions of the Plan, eligible employees shall be entitled to purchase optional Group Life Insurance coverage in units of ten thousand dollars (\$10,000) up to a maximum of two hundred and fifty

thousand dollars (\$250,000). The employee shall pay one hundred percent (100%) of the premiums for the optional coverage.

(e) Sick Leave, Gratuity Plan and Workers' Compensation

Regular Full-Time Employees shall be entitled to the following:

A. Sick Leave

(1) Sick Pay Plan

A Sick Pay Plan based on the following, shall apply to all employees:

- (a) No sick leave with pay shall be granted except after six (6) months' continuous service in the employ of the Employer.
- (b) Sick Leave of ten (10) working days shall be credited semi-annually on June 30th and December 31st commencing with the completion of the first six (6) months of service at which date ten (10) working days' credit shall be given.
- (c) Sick Leave entitlement at a given date shall be the accumulated credit at the last semi-annual date less any sick leave with pay taken subsequent to that date. Note: When sick credits are exhausted, no further credits are posted to an employee's record unless the employee actively returns to work for at least five (5) consecutive working days.
- (d) When Sick Leave is earned for a period of less than six months, a month shall be equivalent to a credit of one and one-half (1½) days and no credit shall be given for a part of a month.
- (e) Sick Leave may be accumulated to a maximum of 261 working days.
- (f) A deduction shall be made from accumulated sick leave credits for all hours absent with pay due to illness except those resulting from an accident on the job for which the employee is covered by Workers' Compensation benefits.

Deductions shall be made if the injury is not covered by Workers' Compensation solely because time absent is less than the qualifying period.

- (g) Full sick leave credits will be given for absence in the following circumstances:
 - (1) Accident on job (Workers' Compensation case)
 - (2) Leave due to illness, either with or without pay.
 - (h) Any employee requesting sick leave with pay may be required to produce a certificate from a duly qualified medical practitioner licensed to practice in the Province of British Columbia certifying that such employee is unable to carry out their duties due to illness.
 - (i) Notwithstanding the foregoing, Regular Full-Time Employees who have completed thirty (30) calendar days of continuous service shall be entitled to an advance of not more than five (5) days of sick leave with pay; provided that if any of such employees have been advanced sick leave with pay under this Clause and leave the service of the Employer for any reason prior to the completion of six (6) months of continuous service, the advanced payment shall be repaid to the Employer by deduction from the employee's pay cheque.
- (2) Other Employees of the Employer Transferred to Positions Covered by this Agreement

Such employee shall be given the same credit as employees covered by this Agreement, the initial accumulated net credit at date of transfer, shall be determined by a summarization of the attendance records for the preceding six (6) years.

- (3) Sick Leave Reimbursement

Where an employee is paid wages by the Employer while absent from employment by reason of any disability other than one for which the employee would have been entitled to receive Workers' Compensation benefits, and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount (attributed to wages) so recovered

to the Employer. Upon the Employer receiving such amount it shall credit the employee paying the same with the number of days of sick leave proportionate to the amount so recovered, and in addition thereto the number of days which the employee would have been earned under the Gratuity Plan during the period of the disability but for such disability. This provision includes claims made to ICBC.

B. Gratuity Plan

(1) How Accumulated

A credit of three (3) working days per annum shall be given for each year of service, or, for part of a year a credit of one (1) day for each four (4) months of service, which may be accumulated to a maximum of 120 working days. Employees commence accumulating from the date of employment but receive no credits until the completion of six (6) months' service.

(2) Deduction

A deduction is made from the current year's gratuity credits for all days absent on sick leave with pay, except that such deduction shall not exceed three (3) working days in any one (1) calendar year. The total gratuity credited to each employee at December 31st of each calendar year will remain to such employee's credit regardless of time lost in any subsequent year through illness or any other reason.

(3) Gratuity Leave

An employee who has completed not less than three (3) years of continuous service and is eligible for gratuity leave may be granted leave up to the number of gratuity days accumulated; PROVIDED HOWEVER THAT:

- (a) The minimum gratuity leave which shall be taken shall be five (5) days and the maximum leave twenty (20) days. Only one period of gratuity leave may be taken in a calendar year.
- (b) An employee's right to gratuity leave shall be subject at all times to the exigencies of the Department of the employee and to the discretion of the Department Head.

(4) Payment in Cash

An employee or the employee's estate (as the case may be) shall be entitled to payment in cash for gratuity days accumulated in the event of normal retirement at minimum to maximum age, death in the service, permanent disability or leaving the service after completion of three (3) years' continuous service.

(5) Procedure for Delaying Gratuity Payments on Termination of Service

Payment of the amount of gratuity, or any part thereof calculated as of the termination date of service with the Employer may, with employee's consent, be delayed for a period not exceeding twelve (12) months. If an employee desires to delay the payment of any of the gratuity, the employee shall notify the General Manager of Human Resources to that effect prior to the last day of work for the Employer. The delayed amount shall be paid in a single sum, plus interest, for the period of the delay at a rate to be determined from time to time by the Director of Finance.

(6) The Union agrees that the employee share of the Employment Insurance Rebate shall be paid to the Employer to partially offset the cost of the gratuity plan.

C. Workers' Compensation

(1) Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and is entitled to time loss compensation therefor under the Workers' Compensation Act, the employee shall not be entitled to use sick leave credits for time lost by reason of any such disability.

(2) All monies received by an employee by way of compensation for loss of wages under the said Act shall be paid to the Employer in return for which the Employer shall pay the employee the approximate net salary to which the employee would have otherwise been entitled but for a disability suffered or incurred by the employee, subject to paragraph (3) below.

(3) Employees in receipt of time loss compensation will be paid their approximate net salary for a maximum of one (1) year plus the equivalent of the accumulated sick leave credit. The sick leave

credit would be charged with the time in excess of one (1) year and the Employer would receive the Workers' Compensation Board cheque for the full period.

- (4) Employees receiving time loss compensation for a recurrence of an injury or ailment suffered prior to employment with the Employer or for a WCB claim arising out of employment with another employer shall not be covered by this provision. Such employees shall receive the WCB cheque only.

(f) Benefit Administration

The Union recognizes that the Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.

(g) Compassionate Leave

- (i) An employee who has completed six (6) months of employment, may be granted compassionate leave without loss of pay for a period not to exceed three (3) calendar days to a maximum payment equal to twenty-four (24) hours of straight-time pay in the following events:
 - (a) in the case of the death of an employee's spouse (including common-law spouse and same sex partner), child, ward, foster child, brother, sister, parent, parent-in-law, grandparent, grandchild, guardian; or
 - (b) in the case of the death of any other relative if living in the employee's household.

For purposes of Compassionate Leave, employees in same sex relationships as defined under Clause 11(c) shall be entitled to the provisions of this clause.

- (ii) An employee who qualifies for compassionate leave without loss of pay under Clause (g)(i) herein, and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Fraser Valley Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) calendar days to a maximum payment equal to sixteen (16) hours of straight-time pay.

- (iii) Requests for leave under Clauses (g)(i) and (g)(ii) herein shall be submitted to the Director, Civic Theatres who will determine and approve the number of days required in each case.
 - (iv) An employee who qualifies for compassionate leave without loss of pay under Clause (g)(i) herein may be granted such leave when on annual vacation if approved by the Director, Civic Theatres. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such compassionate leave without loss of pay.
 - (v) Upon application to, and upon receiving the permission of the Director, Civic Theatres, an employee may be granted leave of up to one-half (½) day without loss of pay to a maximum payment equal to four (4) hours of straight-time pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Clause (g)(i) herein.
- (h) Court Attendance and Jury Duty
- (a) An employee who is called for Jury Duty or as a witness shall be given time off work during the period of such duty. The employee shall suffer no loss of regular pay for the time so spent and any remuneration received by the employee for such duty shall be remitted to the Employer.
 - (b) Any costs related to such duty (such as transportation, parking and meals) shall remain the responsibility of the employee. Employees are not required to remit to the Employer allowances they receive from the Court for travelling, meals or related expenses.
 - (c) Employees granted leave of absence under this Clause shall not lose any seniority or benefits as provided under the Collective Agreement.
- (i) Supplementary Employment Insurance Benefits
- (1) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
 - (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.

- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
 - (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
 - (a) for the first six (6) weeks, which includes the two week Employment Insurance waiting period; and
 - (b) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
 - (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
 - (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.
- (j) Pension Buy-Back

Effective 2005 June 14, where an employee has, prior to retirement, paid the full cost of extending their pensionable service by purchasing time served by the employee in a probationary capacity with the Employer which has not heretofore been considered as pensionable service, the Employer shall, upon the employee's retirement, reimburse the employee for one-half (½) of the costs previously paid by the employee provided the employee has reached the minimum retirement age. This provision is subject to the provisions of the Municipal Pension Plan and the maximum period of time that the Employer will cost share with the employee is six (6) months.

12. PROBATIONARY PERIOD

- (a) All new employees shall be placed in a probationary capacity until the completion of twelve (12) months' service (herein referred to as the "probationary period").
- (b) The probationary period shall be for the purpose of determining a person's suitability for permanent employment. At any time during the probationary period the employment of a probationary employee may be terminated if it can be satisfactorily shown that such employee is unsuitable for permanent employment.
- (c) A probationary employee's suitability for regular employment will be decided on the basis of factors such as
 - (i) the quality of the employee's work
 - (ii) the employee's conduct
 - (iii) the employee's capacity to work harmoniously with others
 - (iv) the employee's ability to meet production standards set by the Employer.
- (d) If a probationary employee continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to length of service shall be based on the original date of employment.

13. LAYOFFS

The following provisions shall apply to the employees:

- (a) Where in the opinion of the Employer it is necessary to reduce the work force for any reason the Employer may lay off employees covered by this Agreement in order to effect such reduction. The Employer shall designate the positions of the employees to be laid off and such employees shall be laid off accordingly.
- (b) Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer and subject to the provisions of the Vancouver Charter the Employer shall give to the employees concerned not less than ten (10) days' prior written notice of any layoff under this Clause. Such notices shall be given in writing either by delivering or mailing the same to the employee for whom it is intended. The date of receipt of any such notice shall be the date of delivery, if the notice is delivered, or if mailed, then the second business day next following the date of such mailing. If an employee to whom notice of layoff is given under this clause has not been given the opportunity to

work for at least ten (10) days of the period of such notice the employee shall be paid for those days for which work was not made available to such employee.

- (c) No employee covered by this Agreement shall suffer loss of seniority due to enforced absence from employment resulting from compulsory lay-off for a period not exceeding three (3) months or for any period of absence resulting from leave of absence officially granted, injury or sickness; provided however, that these provisions shall not apply to any such employee who has voluntarily resigned or has been discharged for cause; probationary employees have no seniority.

14. RECALL

In recalling employees (other than probationary employees) who have been laid off, the following terms and conditions shall apply:

- (a) The employees must be qualified to perform the work made available to them; and
- (b) No new employees shall be hired following a lay-off until those employees who were laid off have been given a reasonable opportunity of recall as follows:
 - (i) the Employer shall make every reasonable attempt to contact the employees in order of their seniority in the Bargaining Group and the employees shall be recalled by the Employer in such order provided that they respond within forty-eight (48) hours of the initial attempt of the Employer to contact them;
 - (ii) upon making contact with an employee, the Employer shall specify the time when the employee shall report for work;
 - (iii) an employee who does not respond within forty-eight (48) hours of the Employer's initial attempt to make contact, or who refuses to report for work shall be placed at the bottom of the list of employees eligible for recall under this clause notwithstanding the employee's seniority in the Bargaining Group;
 - (iv) an employee notified to return to work shall report at the time and place specified by the Employer for so doing or, in extenuating circumstances, within such extended period of time not exceeding fourteen (14) days from the date of the initial attempt of the Employer to make contact as the Director of Human Resources may approve, which approval shall not be unreasonably withheld;

- (v) it shall be the responsibility of all employees who have been laid off and wish to be recalled by the Employer to keep the Director of Human Resources informed of their respective current addresses and telephone numbers. The Employer shall be considered to have fulfilled its obligations to recall an employee eligible for recall under this clause by attempting to contact the employee at the last known address on the Employer's records;
- (vi) an employee who is laid off and is eligible for recall under this clause shall remain on the recall list for a maximum of six (6) months.

For the purposes of this clause "Bargaining Group" means those employees of the City of Vancouver for whom the Union is the bargaining authority.

15. SAFETY

- (a) The Employer, the Union and the employees agree to work cooperatively to support and develop safe work practices that will not place individual employees, co-workers, the public or the City at risk.
- (b) The Workers' Compensation Act and regulations shall be observed and adhered to.
- (c) The Employer will not permit any scenery, properties, effects, drapes, drops or other stage decor or portable electrical stage equipment to be built or used in the theatre unless they have been approved as safe by the Director, Civic Theatres or designate(s).

16. ENTRY BY UNION REPRESENTATIVES ON THEATRE PREMISES

Duly authorized representatives of the Union may enter and inspect the theatre in connection with the investigation of any grievance by an employee or any other matter related to the administration of this Agreement; provided that the Union gives to the Director, Civic Theatres, notice to that effect prior to such entry.

17. DISMISSAL AND SUSPENSION

An employee who alleges wrongful dismissal, discipline, or suspension by the Employer shall be entitled to have such grievance settled in accordance with the grievance procedure set forth in Clause 21. If the employee is found by a Board of

Arbitration appointed under the provisions of Clause 22 to be dismissed, suspended or otherwise disciplined for other than proper cause, the Board of Arbitration may:

- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to the wages lost by reason of the dismissal, suspension or other discipline, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable; or
- (b) make such order as it considers fair and reasonable having regard to the terms of this Agreement.

An employee who is reinstated by a Board of Arbitration shall be entitled to reinstatement without loss of seniority.

18. WORK JURISDICTION

- (a) The exclusive jurisdiction of the employees covered by this Agreement shall include all work in the theatre of the nature and kind usually performed by stage hands and the operation of all stage lighting equipment used in productions, but shall not include electrical duct wiring, installation and maintenance of electrical equipment, steel fabrication and repairs and construction to the "stagehouse" itself. In addition to the above, these employees shall perform such duties of the nature or kind usually performed by stage hands in the theatre that is required in connection with television production, closed circuit television, tele-prompters, film projectors, filming and film production work for both theatrical and television presentation. Nothing in this paragraph (a) shall derogate from the right of the Employer, through the City Electrician to exercise complete supervision and control of all electrical work performed in the theatre.
- (b) Nothing contained in this Clause 18 shall prohibit the Theatre Manager from permitting radio and television corporations or other organizations or their respective employees, agents or contractors to do recordings of any kind at the Theatre provided that such corporations and their respective employees, agents or contractors have received written permission from the Director, Civic Theatres to do so. Where such permission has been granted the Theatre Manager or designate shall assign existing or additional crew as required to assist in the recording and the lessee shall be informed of and be responsible for the costs of any such additional crew.

19. DEFINITION OF "theatre"

For the purposes of this Agreement, the word "theatre" shall include all areas of the Orpheum, Queen Elizabeth Theatre and Queen Elizabeth Playhouse which may be used for entertainment, rehearsals, performances or displays, including without limitation, the Rehearsal Room, the Recital Hall, the Green Room and the Lobbies and mezzanine floors of the theatres, but shall not include the Queen Elizabeth Theatre Restaurant, Ticket Centre, the Parking Garage, offices or the Boardroom. The outside plaza shall be included in the definition of the word "theatre" for the purposes of this Agreement.

20. SPECIAL CONDITIONS

It is agreed between the Employer and the Union that the conditions set forth in the letter annexed hereto and marked Schedule "D" shall continue in full force and effect during the term of this Agreement.

21. GRIEVANCE PROCEDURE

Any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application or operation of this Agreement or concerning any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, shall be dealt with, without stoppage of work, in the following manner:

- (a) The aggrieved person shall, in the first instance, give in writing full particulars of the grievance to the Director, Civic Theatres.
- (b) If the alleged grievance is not settled by the Manager, Civic Theatres, within seven (7) days, the matter shall be referred by the employee or the Union to the Director of Human Resources.
- (c) If no settlement is reached by the Director of Human Resources within seven (7) days, then the grievance shall be finally and conclusively settled without stoppage of work by submission to a Board of Arbitration.

22. ARBITRATION

A Board of Arbitration shall consist of three (3) persons, one to be chosen by each party, the third, who shall be Chairperson, to be selected by the two so appointed. The two representatives of the parties concerned must meet within seven (7) days of appointment and are allowed a further five (5) days to agree on a Chairperson. If they are unable to agree upon, or otherwise fail to appoint a Chairperson, either party may

apply to the Minister of Labour to appoint a Chairperson. The decision of the Board shall be final and binding on both parties. Each party shall bear the expenses of the Arbitrator appointed by such party and shall pay half of the expenses of the Chairperson. Where the Employer and the Union agree, a Board of Arbitration may consist of one (1) person to be mutually appointed by the Employer and the Union.

23. TECHNOLOGICAL CHANGE

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Agreement.

Where the Employer introduces, or intends to introduce, a technological change, that:

- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Agreement applies; and
- (b) alters significantly the basis upon which this Agreement was negotiated,

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board constituted under Clause 22 of this Agreement, by-passing all other steps in the grievance procedure.

The arbitration board shall decide whether or not the Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change the arbitration board:

- (a) shall inform the Minister of Labour of its finding; and
- (b) may then or later make any one or more of the following orders:
 - (i) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
 - (ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety days, as the arbitration board considers appropriate;
 - (iii) that the Employer reinstate any employee displaced by reason of the technological change;

- (iv) that the Employer pay to that employee such compensation in respect of the employee's displacement as the arbitration board considers reasonable.

The Employer will give to the Union in writing at least ninety days' notice of any intended technological change that:

- (a) affects the terms and conditions or security of employment of a significant number of employees to whom this Agreement applies; and
- (b) alters significantly the basis upon which this Agreement was negotiated.

24. SCHEDULES

It is agreed between the Employer and the Union that Schedules "A" to "E", inclusive, annexed hereto are an integral part of this Agreement.

25. RIGHTS OF MANAGEMENT

Any rights of management which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this contract.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed under the hands of their proper officers duly authorized in that behalf, as of the day and year first above written.

The Common Seal of the CITY OF VANCOUVER was hereunto affixed in the presence of:

"Sam Sullivan"
Mayor

May 18/06
Date Signed

"Syd Baxter"
City Clerk

May 18/06
Date Signed

Approved by Resolution of Council on 2005 June 14.

The Common Seal of THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA, LOCAL 118, was hereunto affixed in the presence of:

"Mike Phelan"
President

May 2nd/06
Date Signed

"Alex McGibbon"
Secretary

May-3-06
Date Signed

SCHEDULE "A"This is Schedule "A" referred to in Clause 5RATES OF PAYFOR CLASSES OF POSITIONS COVERED BY THE AGREEMENT BETWEENTHE CITY OF VANCOUVERANDTHE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE
UNITED STATES AND CANADA, LOCAL 118 (I.A.T.S.E.)

Key: A = 2003 January 01
 B = 2004 January 01
 C = 2005 January 01
 D = 2006 April 01 ♦

<u>Class No.</u>	<u>Class Title</u>	<u>Effec. Date</u>	<u>Salary Steps</u>		
			<u>a</u>	<u>b</u>	<u>c</u>
	Theatre Technician	A	25.25	26.31	27.41
		B	25.88	26.97	28.10
		C	26.53	27.64	28.80
		D	27.33	28.47	29.66
657	Resident Stage Carpenter	A	26.31	27.41	28.60
		B	26.97	28.10	29.32
		C	27.64	28.80	30.05
		D	28.47	29.66	30.95
653	Technical Director	A	29.80	31.07	32.41
		B	30.55	31.85	33.22
		C	31.31	32.65	34.05
		D	32.25	33.63	35.07

Notes:

- ◆ The 2006 April 01 rates represent a three percent (3%) increase over the 2006 March 31 rates and are subject to the following provision taken from the Memorandum of Agreement dated 2005 May 16:

Effective 2006 April 01, all hourly rates of pay which were in effect on 2006 March 31 shall be increased by the greater of:

- (i) three percent (3%). The new hourly rates shall be rounded to the nearest whole cent,

or

- (ii) three percent (3%) plus one-half of the amount by which the Consumer Price Index (CPI all item market basket) for Vancouver, BC exceeds three percent for the 12 month period ending on 2006 February 28. This calculation will be made by comparing the difference of the CPI value for February 2006 over February 2005. The CPI calculation will be taken to the second decimal place following arithmetical rules of rounding. The new hourly wage rates calculated from the aforementioned shall be rounded to the nearest whole cent.

SCHEDULE "B"

This is Schedule "B" referred to in
Clauses 4, 5 and 24

WAGES, BENEFITS AND WORKING CONDITIONS FOR CASUAL EMPLOYEES

The provisions of this Schedule shall only apply to those employees hired from time to time by the Employer to perform relief or maintenance work on a casual basis at the Orpheum, Queen Elizabeth Theatre and Queen Elizabeth Playhouse, hereinafter referred to as Casual Employees.

Part A

The following provisions of the Collective Agreement shall apply to Casual Employees:

Clause 1	Coverage
Clause 2	Term of the Agreement
Clause 4	Wages, Benefits and Working Conditions for Casual Employees
Clause 8	Calculation of Time Worked
Clause 15	Safety
Clause 16	Entry by Union Representatives on Theatre Premises
Clause 18	Work Jurisdiction
Clause 19	Definition of "theatre"
Clause 20	Special Conditions
Clause 21	Grievance Procedure
Clause 22	Arbitration
Clause 25	Rights of Management
and Schedules "B" and "D".	

No other provisions of the Collective Agreement shall apply to Casual Employees.

Part B

In addition to the provisions referred to in Part A, the following special provisions shall apply to Casual Employees:

1. Union Security and Dues

All Casual Employees, who are not already members of the Union, shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment. All such employees shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment

by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union.

All Casual Employees shall pay the Union an amount equal to the Union dues that all other members of the Union are required to pay, such payment to be made by payroll deduction. This deduction shall become effective on the employee's first day of work.

2. Employment

- (a) Employees shall be hired for the set-up, run and strike of the production for which they are employed or to perform maintenance work, provided that the Employer may increase or decrease the crew size where the work available requires.
- (b) Any reduction in the size of a crew required by a lack of work shall be accomplished by the release of the employee or employees designated by the Employer provided that the Employer shall first discuss the matter with the Stage Carpenter.
- (c) The Employer may assign employees to other categories of work to provide temporary assistance provided that such temporary assistance does not affect the ability of that employee to properly perform the duties for which the employee was hired and further provided that the Employer shall first discuss the matter with the Stage Carpenter.
- (d) Subject to paragraph (e), where an employee 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 the time worked in the higher classification.
- (e) Where, on any call, an employee is required to be available to perform work in a work 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 the entire call.
- (f) Except as provided for in Clause 3, the Employer is under no obligation to provide Casual Employees with a minimum number of hours' work.

3. Minimum Call

- (a) When an employee is called to work the employee shall be paid not less than four (4) continuous hours at the applicable rate of pay.

- (b) When an employee is required to return to work after an unpaid one (1) hour meal break, the employee shall be paid not less than two (2) continuous hours at the applicable rate of pay, except in the case of a strike after a performance at which time an employee shall be paid not less than three (3) hours at the applicable rate of pay.
- (c) When an employee is required to return to work after a break of greater than one (1) hour, it shall be considered as an additional minimum call as provided in Clause 3(a).

4. Hours of Work and Overtime

- (a) For the purpose of calculating overtime, the normal weekly hours of work shall be deemed to be forty (40) hours, based on an eight (8) hour day and a six (6) day week. Hours of work shall not be fixed, but shall be as required by the Director, Civic Theatres, on reasonable notice, subject to paragraphs (b) to (g).
- (b) For the purposes of computing pay and overtime, the end of each day is midnight and the end of each week is Thursday midnight, except where an employee works a continuous period of time which starts before midnight and ends after midnight, in which case the end of the day shall be the end of that continuous period of work.
- (c)
 - (a) If an employee at the call of the Employer completes a period of duty in any day and is recalled to duty by the Employer on the same day after a break of two (2) hours or greater since the completion of that period of duty, the employee shall be paid one (1) hour travel time at the applicable daily rate.
 - (b) If the employee was released prior to the completion of a minimum call the one (1) hour travel time will be reduced by the amount of time that remained in the call from which the employee was released and/or the call to which the employee returns.
- (d) An employee shall be paid time and one-half (1½X) the employee's straight-time rate for all time worked in the following categories which are mutually exclusive:
 - (1) time worked in excess of eight (8) hours in any day, Monday to Saturday inclusive;

- (2) time worked in excess of forty (40) hours' straight-time, Monday to Saturday inclusive;
 - (3) time worked on Sunday, subject to Clause 4(e)(3).
- (e) An employee shall be paid double (2X) the employee's straight-time rate for all time worked in the following categories which are mutually exclusive:
- (1) time worked between midnight and 8:00 a.m., subject to Clause 4(f);
 - (2) time worked in excess of twelve (12) hours in any one day or shift;
 - (3) time worked in excess of eight (8) hours on Sunday;
 - (4) time worked in excess of forty-four (44) hours in any week. Only time actually worked by the employee for which the employee is entitled to be paid at straight-time or time and one-half (1½X) shall be included in the calculation of the said forty-four (44) hours.
- (f) If the hours of work required by the Director, Civic Theatres, for a casual Maintenance Electrician require the employee to work any time during the period between 6:00 a.m. and 8:00 a.m. in any day, the employee shall not be entitled to be paid overtime during such period unless the employee qualifies under a provision other than Clause 4(e)(1).
- (g) An employee having completed a period of duty ending after midnight and who is required to return to work on the same production within the subsequent eight (8) hour period, shall be considered to be working an extension of the previous period of duty and shall be paid double (2X) the employee's straight-time rate for all time worked on the shift extension. This provision shall not apply to an employee who is required to work on a different production during the eight (8) hour period.

5. Public Holidays

- (a) All time worked on a Public Holiday shall be paid for at double (2X) the straight-time rate of pay excepting when a Public Holiday falls on a Sunday.
- (b) When a Public Holiday falls on a Sunday the next day shall be deemed a Public Holiday for the purpose of Clause 5(a).

- (c) The following shall be Public Holidays for the purpose of this Clause: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day designated by Council of the City of Vancouver to be a civic holiday.

6. Benefits

- (a) The Employer shall pay the following amounts in lieu of all benefits including vacation, public holidays, medical, extended health, dental, group life insurance, sick leave, gratuity and pension:
- (1) to each employee, an amount equal to eight percent (8%) of an employee's straight-time rate for all hours worked; plus
 - (2) to a designated Trust Fund, an amount equal to four point five percent (4.5%) of the sum of: the straight-time Grip rate plus the percentage payable pursuant to Clause 6(a)(1) for the straight-time Grip rate for every hour worked by each employee; plus
 - (3) to the I.A.T.S.E. Local 118 Savings Trust Account, sixty cents (60¢) per hour for every hour worked by an employee who is a card member of I.A.T.S.E. Local 118.

No other benefits shall be provided to Casual Employees unless expressly provided for.

- (b) The Employer shall deduct from each employee who is a card member of I.A.T.S.E. Local 118, fifty cents (50¢) for every hour worked and shall remit same to the I.A.T.S.E. Local 118 Savings Trust Account. This amount together with the amount referred to in 6(a)(3) shall be submitted on an individual basis on the appropriate form supplied by the Health and Welfare Plan.

7. Hand Tools

- (a) Seamsters may be required to provide their own basic handsewing supplies.
- (b) Employees may be required to provide their own hand tools. These tools shall include 1 hammer, 1 screwdriver with Robertson #7 and #8 and slot bits, 1 adjustable crescent wrench and 1 pair of pliers.

SCHEDULE "B" (cont'd)

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8. Employer Right of Refusal

The Employer reserves the right to refuse work to any Casual Employee where it can be satisfactorily shown that such employee is not suitable or qualified for the work to be performed, such determination being made on the basis of factors such as:

- (i) the quality of the employee's work
- (ii) the employee's conduct
- (iii) the employee's capacity to work harmoniously with others
- (iv) the employee's ability to meet production standards set by the Employer.

9. Hourly Rates

<u>Class Title</u>	<u>2003 Jan. 01</u>	<u>2004 Jan. 01</u>	<u>2005 Jan. 01</u>	<u>2006 Apr. 01</u> ♦
Grip	\$22.32	\$22.88	\$23.45	\$24.15
Seamster	22.32	22.88	23.45	24.15
Assistant Fly Operator	23.62	24.21	24.82	25.56
Assistant Properties	23.62	24.21	24.82	25.56
Assistant Sound Technician	23.62	24.21	24.82	25.56
Maintenance Electrician	24.00	24.60	25.22	25.98
Spotlight Operator	24.00	24.60	25.22	25.98
Head Fly Operator	25.35	25.98	26.63	27.43
Head Projectionist/Video	25.35	25.98	26.63	27.43
Head Properties	25.35	25.98	26.63	27.43
Loader (Car/Truck)	26.79	27.46	28.15	28.99
Head Sound Technician	25.35	25.98	26.63	27.43
Head Electrician (Console Operator)	25.35	25.98	26.63	27.43
Head Carpenter	26.79	27.46	28.15	28.99

- ♦ The 2006 April 01 rates represent a three percent (3%) increase over the 2006 March 31 rates and are subject to the following provision taken from the Memorandum of Agreement dated 2005 May 16:

Effective 2006 April 01, all hourly rates of pay which were in effect on 2006 March 31 shall be increased by the greater of:

- (i) three percent (3%). The new hourly rates shall be rounded to the nearest whole cent,

or

- (ii) three percent (3%) plus one-half of the amount by which the Consumer Price Index (CPI all item market basket) for Vancouver, BC exceeds three percent for the 12 month period ending on 2006 February 28. This calculation will be made by comparing the difference of the CPI value for February 2006 over February 2005. The CPI calculation will be taken to the second decimal place following arithmetical rules of rounding. The new hourly wage rates calculated from the aforementioned shall be rounded to the nearest whole cent.

SCHEDULE "C"

This is Schedule "C" referred to in Clause 10.2

SUPPLEMENTARY VACATIONS - EXPLANATION OF THE TABLE

In the table the figure to the left of the oblique stroke shows the number of working days of regular annual vacation. i.e., 15 days from the second to the ninth calendar year of service; 20 days from the 10th to the 17th; 25 days from the 18th to the 25th; 30 days in the 26th and all subsequent calendar years of service.

The figure to the right of the oblique stroke shows the number of working days of supplementary vacation, and appears in the calendar year in which they are credited to an employee. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next 5 days are credited.

Example:

An employee hired in 1993 is in their 11th calendar year during 2003. The employee in 2003 will be credited with 5 supplementary working days which may be taken at any time between 2003 and 2007, both years included. In 2008 the employee will be credited with a further 5 supplementary working days, etc.

The working day entitlement is based upon a five-day work week.

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 2001 TO 2010 BY YEAR HIRED

Year Hired	ENTITLEMENT YEAR									
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
2009	--	--	--	--	--	--	--	--	--	15/-
2008	--	--	--	--	--	--	--	--	15/-	15/-
2007	--	--	--	--	--	--	--	15/-	15/-	15/-
2006	--	--	--	--	--	--	15/-	15/-	15/-	15/-
2005	--	--	--	--	--	15/-	15/-	15/-	15/-	15/-
2004	--	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
2003	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
2002	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
2001	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
2000	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
1999	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
1998	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
1997	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
1996	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-
1995	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
1994	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
1993	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
1992	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
1991	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
1990	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
1989	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
1988	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-
1987	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-
1986	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-
1985	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5
1984	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-
1983	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-
1982	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-
1981	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1980	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1979	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1978	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1977	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1976	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1975	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1974	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1973	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1972	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1971	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1970	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5

SCHEDULE "D"

This is Schedule "D" referred to in Clause 24

CITY OF VANCOUVER

Vancouver Civic Theatres
649 Cambie Street
Vancouver, B.C.
Revised Jan. 3rd, 1997

I.A.T.S.E. Local 118
Room 203, 601 Cambie Street
Vancouver, B.C.

To whom it may concern:

You have requested that the City of Vancouver confirm in writing those explicit or implied terms and conditions of work and understanding between your Union and the City which have heretofore been in existence and which will be protected by the 1972-1973 Collective Agreement between the City and your Union. Any change in or breach of these terms and conditions would be deemed a breach of that Agreement. An exhaustive list of such terms and conditions is neither possible nor desirable but those most clearly understood between the City and your Union include the following:

1. No employee shall suffer abusive language, vilification of character or capabilities or in general any unwarranted harassment from any source under the control of the City.
2. All employees shall be allowed reasonable notice:
 - (a) to provide for the wearing of clothing appropriate for appearing before the public, i.e. theatre audience;
 - (b) to provide for the wearing of clothing appropriate for working in the out-of-doors;
 - (c) to provide for the wearing of clothing appropriate for doing dirty or rough work.
3. All employees shall receive reasonable prior notice where, because of the hour or location, difficulty would be encountered in obtaining food and drink during any meal breaks.

SCHEDULE "D" (cont'd)

4. No excessive demands shall be made on any employee to complete a job on time, nor shall an employee be expected to work at a rate which, by normal standards, would be considered physically or emotionally detrimental to the health of that employee.
5. All employees shall be allowed paid time for:
 - (a) one coffee break during every four (4) hour work period;
 - (b) adequate personnel cleaning and wash-up.
 - (c) changing into clothing appropriate for doing the job at hand.
6. All employees shall be required to carry only simple hand tools. Anything beyond this shall be provided by the Employer.
7. All shift breaks shall begin and end and for payroll purposes be measured from the time an employee arrives or shall leave the stage deck level. The time which an employee actually works shall be taken from the forms prescribed by the City and generally known as the Stage Carpenter's Report.

THE VANCOUVER CIVIC THEATRES

SCHEDULE "E"

This is Schedule "E" referred to in Clause 24

RESIDUAL 1994-1997 ITEMS1. Joint Language Committee

Effective as soon as possible following 1997 April 08, the Employer and the Union agree to establish a Joint Committee to review and clarify the Collective Agreement language in its entirety. The Joint Committee shall consist of not more than three (3) representatives of the Employer and three (3) representatives of the Union. The Committee shall report its findings and any recommendations to the respective bargaining committees for the renewal of the next Collective Agreement.

RESIDUAL 2000-2002 ITEMS1. Joint Language Committee

The Employer and the Union agree to renew the Joint Language Committee, which was established in the 1994-97 negotiations, for the term of the new Collective Agreement.

RESIDUAL 2003-2006 ITEMS1. Joint Language Committee

The Employer and the Union agree to renew the Joint Language Committee, which was established in the 1994-97 negotiations, for the term of the new Collective Agreement.