

THIS AGREEMENT made this 30th day of June 2020.

BETWEEN:

ALBERTA BALLET COMPANY,
Nat Christies Centre
141 18th Avenue S.W.
Calgary, Alberta, T2S 0B8

(the "Ballet")

- and -

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
OF THE UNITED STATES, ITS TERRITORIES, AND CANADA, LOCAL NO. 212,

#201 208 57th Avenue S.W.
Calgary, Alberta T2H 2K8

(the "Union")

NOW THEREFORE THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO
MUTUALLY AGREE AS FOLLOWS:

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PART I: GENERAL**ARTICLE ONE: PURPOSE**

- 1.01 Each of the parties hereto appreciate that the production of ballet performances is a unique and often uncertain business. It is also recognized that the Ballet must hold most of its performances at the Jubilee in the evenings and on weekends, and that the wages and working conditions provided for by this Agreement have been agreed to with this in mind.
- 1.02 It is the desire of both parties to this Agreement to maintain the existing harmonious relations between the Ballet and the Union and its members, to promote co-operation and understanding between the Ballet and its casual employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage economy of operation and elimination of waste, and to promote the morale, well-being and security of the employees who are represented by the Union.

ARTICLE TWO: DURATION AND TERMINATION OF AGREEMENT

- 2.01 This contract is to be in effect and binding from July 1, 2020 - June 30, 2024.
- 2.02 The undersigned parties hereto mutually agree to be governed by the conditions set forth in this Agreement and this agreement shall remain in full force and effect until June 30, 2024 and for two year terms thereafter, unless either party to this Agreement has given written notice to the other party within a period of not more than one hundred and twenty (120) nor less than sixty (60) days prior to the expiration date of this Agreement of its intention to amend or terminate this Agreement.
- 2.03 Negotiations pertaining to any desired amendment must be commenced within thirty (30) days after the issuance of the said notice.
- 2.04 Any Notice to Amend given pursuant to Article 2.02 shall include a reference to each article of this Agreement that the party serving the notice desires to amend and to any new terms that such party desires to include in the Agreement.
- 2.05 If notice to commence bargaining to amend this Agreement has been given by either party pursuant to Article 2.02, this Agreement shall remain in full force and effect during any period of negotiations, even though such negotiations extend beyond the anniversary date, provided that if negotiations extend more than thirty (30) days beyond the anniversary date, all amendments agreed to during the period of negotiations shall be retroactive to the anniversary date.

ARTICLE THREE: NO CONFLICT WITH PRIOR OBLIGATIONS OF THE UNION

- 3.01 As the Union is a member of The International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories, and Canada ("the International Alliance"), the Union represents that nothing in this Agreement interferes with any obligation the Union owes to the International Alliance by reason of a prior obligation.
- 3.02 For the purposes of this Agreement, the jurisdiction of the Union is defined as follows: "Within the geographical area bounded by the Canadian-United States border and the locus of equidistant points between Calgary and each of Regina, Edmonton and Vancouver."

PART II: SUBSCRIPTION SERIES PERFORMANCES IN CALGARY**ARTICLE FOUR: UNION TO PROVIDE STAGE TECHNICIANS (Casual Crew)**

- 4.01 The Union agrees to provide, at the request of the Ballet from time to time in accordance with this Agreement, qualified professional stage technicians in such number or numbers and in such category or categories as may be determined by the Ballet to be required by the Ballet from time to time in connection with its subscription series performances in Calgary, on the terms and conditions set forth herein.
- 4.02 The nature of the work performed by such qualified professional stage technicians shall include all work of a kind and nature usually performed by stage technicians, namely, the unloading, moving in, handling, erecting, adjusting, operating and loading out of sets, scenery, properties, wardrobe, lighting, staging, sound, video playback and technical equipment, devices and machinery in connection with on-stage rehearsals and performances, provided that this does not include any such work which would be a violation of, or an infringement on, existing jurisdictions of other unions.
- 4.03 The Ballet agrees, that when required for on-stage rehearsals and performances, the Ballet shall request Hair/Wigs and Makeup personnel from the Union. The Union agrees that the Head of Department for Hair/Wigs and Head of Department for Makeup for on-stage rehearsals and performances shall be selected by the Ballet from the Union membership.
- 4.04 For the purposes of this Agreement, the positions required to perform the work described in Article 4.02 and 4.03 shall be defined as set out in ARTICLE ELEVEN (Hourly Wage Schedule – Casual Crew) and Appendix A to this Agreement.

ARTICLE FIVE: UNION SECURITY

- 5.01 Subject to the exemptions hereinafter set forth, the Ballet agrees to utilize only stage technicians supplied by the Union to work under the direction of and assist the Ballet's own production administrative staff and its production employees who are members of the Union in producing the Ballet's subscription series performances in Calgary during the term of this Agreement, and the Ballet recognizes the Union as the bargaining agent for all such stage technicians.
- 5.02 If, in consultation with the Ballet, the Union determines that it is unable to supply sufficient members of the Union or its affiliated locals qualified to be stage technicians of the category or categories requested by the Ballet, then the Union shall locate and grant (a) work permit(s) for (a) qualified individual(s). In the event that the Union supplies stage technicians from affiliated locals, such stage technicians shall be supplied as local hires, and neither the Union nor the Ballet shall be responsible for any travel charges and expenses of such stage technicians.
- 5.03 Nothing in this Agreement shall be construed so as to prevent the Ballet from employing its own production administrative staff (including a stage manager, technical director and wardrobe manager) and members of the Union on a contract basis (pursuant to Parts III and IV of this Agreement).
- 5.04 Only personnel authorized by the Ballet shall be allowed on the stage during set-up, rehearsals, performances and load-outs.
- 5.05 The Ballet shall permit an Executive Member of the Union to enter the production or the performance area at any reasonable time during operation.
- 5.06 The Ballet shall give name credits in the program to each member of the Union known to be employed by the Ballet on the deadline date for the printing of the program and further acknowledgement of the Union will be made by including the following statement in each program: "Stage technicians provided by IATSE Local 212 (Calgary)."

ARTICLE SIX: SAFETY AND WORKING CONDITIONS

- 6.01 Safe working practices shall be followed at all times. Any required safety equipment, except hard hats and personal safety equipment, shall be provided by the Ballet.
- 6.02 In the event of an injury, at any time during a call, to a person or persons supplied by the Union, the Ballet shall be responsible to pay the wages for the balance of the call of the injured person or persons in accordance with the Alberta Workers' Compensation Act.

- 6.03 It is understood and agreed that the parties hereto shall comply at all times with all applicable occupational health and safety laws and regulations, and any lawful safety regulations established by the Ballet. The Ballet agrees to consult with the Union prior to implementing or modifying its safety regulations. A refusal by any personnel to work in contravention of such laws and regulations shall not be in breach of this Agreement.
- 6.04 The Union shall maintain Directors and Officers general liability insurance of Two Million Dollars (Canadian), to cover the personnel supplied by the Union for all work performed at the request and under the direction of the Ballet.

ARTICLE SEVEN: NOTICE OF CALL

- 7.01 Notice of calls shall be made in writing, as follows:
- (a) As soon as possible, the Ballet shall notify the Stage Business Agent or designate for the Union of all ballet performances to be produced by the Ballet as part of its subscription series in Calgary during the term of this Agreement.
 - (b) As soon as possible, but not less than seven (7) calendar days prior to the time of call the Ballet shall advise the Stage Business Agent or designate for the Union of:
 - (i) The time of the call; and
 - (ii) The categories and number of stage technicians required for such call.
- 7.02 If the Ballet is unable to give seven (7) days or more notice pursuant to Article 7.01(b) hereof, the Ballet may request that the Union provide stage technicians for a call by advising the Stage Business Agent or designate of the Union as soon as possible of:
- (i) The time of the call; and
 - (ii) The categories and number of stage technicians required for such call.
- 7.03 Notice must be given by the Ballet to the Stage Business Agent, designate for the Union, or shop steward, pursuant to Article 9.01, of any cancellation of a call. If less than twenty-four (24) hours' notice is given, and the Stage Business Agent or their designated steward is unable to notify all assigned stage technicians of the cancellation of the call, the Ballet shall pay a minimum of three (3) hours at the applicable base rate or rates for each stage technician not notified of the cancellation of the call who reports for work.

ARTICLE EIGHT: DEFINITION AND LENGTH OF CALL

- 8.01 A call may be either a work call or a show call. A work call shall consist of
- (i) The "set-up" or "load-in"; or
 - (ii) The "tear-down" or "load-out."
- A show call shall consist of
- (i) The "rehearsal," or
 - (ii) The "performance."
- 8.02 Time and length of call shall be at the discretion of the Ballet, provided that a show call shall commence one-half (1/2) hour prior to the scheduled curtain rising.
- 8.03 Subject to Article 7.03, each stage technician who is called and reports to work shall be paid not less than four (4) hours at the applicable rate of pay for each work call, or not less than three and one-half (3 1/2) hours at the applicable rate of pay for each show call, provided that when a load out call immediately follows a show call, the minimum length of call for the load out call shall be reduced to two (2) hours for those stage technicians who are scheduled to work both the show call and the load out call. If such a load out call exceeds two (2) hours, all stage technicians who work the load out call shall be paid for not less than four (4) hours at the applicable rate of pay. When a show call exceeds the minimum length, additional time worked immediately before or after the show call shall be paid for at the applicable hourly rate. A stage technician who has worked two calls in one day shall be paid for any additional hours worked at the applicable hourly rate. If a called rehearsal turns into a work call, it shall be paid at not less than four (4) hours at the applicable rate of pay.
- 8.04 For the purpose of calculating hours of work for show calls, the Ballet shall be granted a five (5) minute grace period. All stage technicians required to work past this five (5) minute grace period shall be paid to the next half hour.
- 8.05 For work calls, the Ballet shall allow an unencumbered five (5) minute period at the end of the call for cleanup. No grace period shall apply to work calls.

ARTICLE NINE: REPORTING FOR WORK

- 9.01 The Stage Business Agent of the Union shall designate one shop steward for each crew of stage technicians supplied for a call. The stewards shall identify themselves to the Ballet's Technical Director upon reporting for work.
- 9.02 The Technical Director or designate shall assign work to the stage technicians, provided that when a department head has been called for any department, the Technical Director or designate shall assign work for that department to the

department head, who shall work together with the others in that department to complete the work assigned, subject to the ultimate direction and supervision of the Technical Director or designate.

- 9.03 All Stage technicians supplied for a call shall be responsible for providing the normal hand tools in good condition required for their crafts.

ARTICLE TEN: WORKING CONDITIONS

- 10.01 There shall be one (1) fifteen (15) minute coffee break allowed during each call, which will be called by the designated steward at a time mutually agreed upon by the Ballet's Stage Manager or their designate and the designated steward.
- 10.02 Unpaid meal breaks of at least one (1) hour shall be provided in the following manner:
- (i) The first meal break must be allowed no later than the end of the fourth hour of a call (provided, however, that if a call is completed without a meal break within five (5) continuous hours or less from the commencement of the call, the "meal penalty" provided for in Article 10.02(ii) hereof shall not apply); and the second meal break must be allowed not later than four (4) hours after the end of the first meal break.
 - (ii) When it is not possible to take such breaks, the Union crew shall be provided a reasonable meal by the Ballet at no cost to the crew who are so engaged. With the exception of show calls, if the call extends beyond five (5) hours and meal breaks are not taken in accordance with Article 10.02(i), the Ballet shall pay one and one-half (1.5) times the applicable rate from the beginning of the sixth (6th) hour of the call until the earlier of the beginning of the meal break or the end of the call.
- 10.03 The Ballet shall pay the base rates prescribed in Article Eleven hereof for any hours worked during the first eight (8) hours per day by the same stage technician. The Ballet shall pay for any hours worked in excess of eight (8) work hours per day by the same stage technician, exclusive of show calls, as follows: for the first four (4) of such excess hours, at one and one half (1.5) times the base rate prescribed in Article Eleven hereof; and for all such excess hours thereafter at two (2) times the base rate prescribed in Article Eleven hereof.
- 10.04 There shall be a ten (10) hour rest period between the wrap-up of one day and the beginning of the next call. Encroachment on this rest period shall be paid for by the

Ballet at one and one half times (1.5) the base rate prescribed in Article Eleven hereof for each stage technician required to work during such rest period.

10.05 The Ballet shall pay a premium rate for all hours worked between 12:00 a.m. and 8:00 a.m. The premium rate shall be one and one half (1.5) times the base rate prescribed in Article 11 hereof. The Ballet shall also pay this premium rate for all hours worked on Christmas Eve (December 24th commencing at 6:00 p.m.) and New Year's Eve (December 31st commencing at 6:00 p.m.).

10.06 Only one of Articles 10.03, 10.05, 10.07 and 10.09 shall be applied with respect to the same hour of work by the same stage technician.

10.07 The Ballet shall pay a premium rate of two (2) times the base rate for all hours worked on a recognized holiday. The recognized holidays shall be:

New Years Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
August Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day

10.08 Unless otherwise provided herein, Sundays and Holidays shall commence at 12:01 a.m. and end at 11:59 p.m.

10.09 Work on Sundays shall be paid for by the Ballet at one and one half (1.5) times the base rate prescribed in Article Eleven hereof; provided, however, that the Ballet shall pay for any hours worked in excess of eight (8) work hours on a Sunday by the same stage technician at two (2) times the base rate prescribed in Article Eleven hereof.

ARTICLE ELEVEN: HOURLY WAGE SCHEDULE -Casual Crew

11.01 The Ballet agrees to pay the following base rates for work performed pursuant to Part II of this Agreement:

<u>Position</u>	<u>Hourly Rates</u>			
	2020/21	2021/22	2022/23	2023/24
Department Head (1)	\$33.45	\$33.78	\$34.29	\$34.80
Crew (2)	\$29.98	\$30.28	\$30.73	\$31.19
High Rigger	\$39.10	\$39.49	\$40.08	\$40.68
Spotlight Operator	\$31.56	\$31.88	\$32.36	\$32.85

- (1) Department Head includes Head Carpenter, Head Fly Technician, Head Electrician, Head Sound Technician, Ground Riggers, Head Property Person and Head Wardrobe,
- (2) Crew includes carpenters, fly technicians, electricians, sound technicians, property persons, wardrobe crew and fork lift and crane operators.
- (3) Department Head and Crew rates include the Hair/Wigs and Makeup departments when required/requested.

ARTICLE TWELVE: OTHER CHARGES AND METHOD OF PAYMENT

12.01 The Stage Business Agent of the Union, or their designated steward, shall be responsible for recording all hours worked on a daily basis. Time sheets must be approved by the Technical Director prior to being submitted for payment.

12.02 All invoices must be submitted by the Union to the Ballet for payment in accord with Appendix D – StagePay 212 Inc – Payroll Reference Sheet. Invoices must be accompanied by copies of approved timesheets on which all hours invoiced have been recorded. All approved invoices shall include the following:

- (i) Vacation pay in an amount equal to six (6%) percent of the total invoiced rates and an allowance for Registered Retirement Savings Plan ("RRSP") benefits in an amount equal to four (4%) percent of the total invoiced rates; and
- (ii) The employer portion of any applicable Unemployment Insurance Plan and Canadian Pension Plan premiums in respect of work performed by or monies earned by stage technicians pursuant to this Agreement; and
- (iii) An administrative fee in the amount equal to thirteen (13%) percent of the total invoiced rates;
- (iv) G.S.T. in the amount provided by law on the administration fee only.

- 12.03 All invoiced rates, together with vacation pay in the amount of six (6%) percent, shall be paid by the Union to the appropriate stage technicians, provided that, (i) the Union may withhold an assessment for Union dues from any amounts paid to such stage technician pursuant to this Article 12.03; and (ii) the four (4%) percent RRSP allowance shall be paid to the RRSP accounts of those stage technicians who have established an RRSP account administered by The Canadian Entertainment Industry Retirement Plan.
- 12.04 The Ballet agrees to recognize that the Union operates a payroll service company, Stagepay 212 Inc. This payroll service company receives payment from the Ballet and provides payment, benefits, deduction, remittance and reporting function on behalf of IATSE members engaged under this agreement. The Ballet and the Union agree that all payments made under this agreement will be processed and administered by Stagepay 212 Inc. except for work under Part III Articles 17 and 18 "Alberta Ballet Regular Crew" and Part IV "Work on Tour". The Ballet will make payments to Stagepay 212 Inc. in the amount of invoices issued in accord with the provisions of this agreement. An EFT transfer to "Stagepay 212 Inc" in the approved amount of the invoice presented shall be made within ten (10) working days following the submission of the invoice.
- "Stagepay 212" shall remit any applicable Workers Compensation Board (WCB) assessments and Union shall provide all eligible stage technicians who perform work for the Ballet pursuant to Part II of this Agreement with group health and welfare benefits, including life insurance, short term disability insurance, extended health insurance and dental insurance, and accidental death and dismemberment insurance benefits.
- 12.05 The Union shall be responsible for payment of funds deducted at source at time of payroll processing or paid by the Ballet to the Union pursuant to Article 12.02 and 12.04 hereof that are payable to Government agencies and others on behalf of the Ballet or the personnel affected.
- 12.06 The Union agrees to indemnify and save harmless the Ballet against any claims or demands under the Income Tax Act of the Province of Alberta or of Canada for or in respect of any failure on the part of the Union to withhold income tax from any personnel supplied to the Ballet, and of any failure to remit as required by law any income tax withheld and any sums paid by the Ballet pursuant to Article 12.02(ii) hereof, and of any interest or penalties relating thereto, and any costs incurred in defending such claims or demands.
- 12.07 The Union agrees to indemnify and save harmless the Ballet against any claims or demands under the Employment Standards Code or any similar or successor legislation with respect to wages and vacation pay invoiced to and paid by the Ballet to the Union pursuant to Article 12.02 of this Agreement.

ARTICLE THIRTEEN: DISCIPLINE, CONDUCT, APPEARANCE

- 13.01 The Ballet shall be responsible for the discipline, productivity, work performance and proper conduct of all employees, subject to the provisions of this agreement. Union personnel agree to abide by the Ballet's corporate policies and regulations put in place by the Ballet from time to time in its sole discretion. These will include, but are not restricted to, Respectful Workplace Policy and Code of Conduct.
- 13.02 The Technical Director or their designate shall bring any complaints regarding the stage technicians supplied for a call to the attention of the Stage Business Agent of the Union or designated steward.
- 13.03 Union personnel who fail to meet required standards of conduct or performance shall be subject to discipline or immediate dismissal from the job. If a difference arises between the Ballet and the Union as to whether discipline or dismissal is warranted in a particular case, the Ballet may discipline or dismiss, as the case may be, the stage technician in question, but the Union may reserve the right to subsequently lodge a grievance with respect to the matter in the manner provided for by this Agreement.
- 13.04 Union personnel agree to dress appropriately and neatly at all times during performances, and/or wear uniforms provided by the Ballet or its authorized representative when requested to do so.
- 13.05 Stage Technicians agree that being under the influence of an impairing or intoxicating substance that inhibits the ability to work safely and/or effectively is prohibited while working under this agreement. In instances where a Stage Technician is suspected of being under the influence, the Ballet may remove the Stage Technician from the work-site to ensure the safety of the stage technician and fellow co-workers, as well as to determine whether there is a violation of this prohibition. Stage Technicians are expected to comply with the Ballet's Fit for Work Policy.
- 13.06 Should the Ballet decide as a result of their determination from 13.05, that they consider the stage technician is in an impaired condition the Ballet will;
- (i) ask the stage technician to take the remainder of the shift off without pay and to vacate the premises.
 - (ii) ensure they have a safe means of transportation to the Stage Technician's domicile.
 - (iii) notify the Union as the first step in their discipline process.
 - (iv) after Union consultation the Ballet will employ discipline appropriate to the situation by written notice to the Stage Technician, copied to the Union.

PART III: OTHER WORK IN CALGARY**ARTICLE FOURTEEN: UNION TO PROVIDE STAGE TECHNICIANS**

- 14.01 The Union agrees to provide, at the request of the Ballet from time to time in accordance with this Agreement, qualified professional stage technicians in such number or numbers and in such category or categories as may be determined by the Ballet to be required by the Ballet from time to time in connection with its operations in Calgary; provided that unless expressly provided, Part III of this Agreement does not apply to calls governed by Part II or Part IV of this Agreement.
- 14.02 If sufficient members of the Union qualified to be stage technicians of the category or categories requested by the Ballet are not available at the time or times at which the Ballet has requested the Union to supply such stage technicians, and the Ballet wishes to employ stage technicians from another source, the Ballet shall, after consulting with the Union,
- (i) employ any member or members of another local of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories, and Canada ("the International Alliance") as may be required as stage technicians for the duration of the contract period for which such stage technicians are required, or
 - (ii) if sufficient members of another local of the International Alliance are not available, request the Union to issue (a) work permit(s) for (a) qualified individual(s) selected by the Ballet. The Union shall not unreasonably fail or refuse to grant any such permit within two (2) business days after receiving the Ballet's request for such permit. No permit will exceed the duration of the period for which the applicable qualified individual is required.
- The Stage Business Agent of the Union may submit to the Ballet the names of persons considered by the Union to be qualified and available for work pursuant to (i) or (ii) above.
- 14.03 Subject to Article Fifteen of this Agreement, the nature of the work performed by such qualified professional stage technicians shall include all work of a kind and nature usually performed by stage technicians, namely, the unloading, moving in, handling, erecting, adjusting, operating and loading out of sets, scenery, properties, wardrobe, lighting, staging, sound, video playback and technical equipment, devices and machinery in connection with production, on-stage rehearsals and performances, provided that this does not include any such work which would be a violation of, or an infringement on, existing jurisdictions of other unions.
- 14.04 Subject to Article Fifteen of this Agreement when the Ballet requires wig/hair or makeup production elements the Ballet agrees to use qualified members of the

Union to perform this work. The Union agrees that the Ballet shall engage Heads of Departments and Crew in Hair/Wigs and Makeup in accord with the provisions of Part III of this agreement.

ARTICLE FIFTEEN: UNION SECURITY

- 15.01 The Ballet recognizes the Union as the bargaining agent for all stage technician employees of the Ballet engaged pursuant to Section III of this Agreement. Stage technician employees are those performing work of a kind and nature usually performed by stage technicians, which is more particularly described in Article 14.03 and 14.04 of this Agreement, subject to this Article Fifteen. Subject to Article 14.02, as a condition of employment with the Ballet, all such employees shall be and remain members of the Union in good standing, provided that the Union shall forthwith notify the Ballet in writing if any stage technician employed by the Ballet ceases to be a member of the Union in good standing.
- 15.02 The term "stage technician employees" shall not include employees engaged in lighting or costume design or independent contractors engaged in the design or construction of scenery and props and shall not include the following management positions: Director of Artistic Operations, Wardrobe Manager, Stage Manager, Technical Director. Nothing in this Agreement shall be construed to prevent the Ballet from engaging members of the Union as independent contractors in connection with lighting or costume design or the design or construction of scenery and props.
- 15.03 The Ballet agrees to permit any member of the Union (or any shop organized by or having a contract with the Union) to bid on contracts for the construction of scenery and props. The Ballet shall provide the Union with written notice of its request for bid proposal for any such contract, and the Union shall be responsible for distribution of the Ballet's request to eligible members and shops. Any contract awarded pursuant to any such request shall not be governed by this Agreement.
- 15.04 The Union acknowledges that the Ballet may from time to time engage in performances in Calgary in addition to performances governed by Part II of this Agreement. Prior to any such performance, the Ballet agrees to consult with the Union to determine whether it would be appropriate for the Union to provide stage technicians in connection with such performance, and, if so, the applicable terms and conditions, and the Ballet's determination(s) with respect to the foregoing matters shall be final and binding.
- 15.05 The Stage Business Agent of the Union or other authorized representative of the Union may request an opportunity to visit any areas of the Ballet's premises in Calgary in which stage technician employees of the Ballet regularly perform work, and the Ballet shall not unreasonably refuse any such request. The visit shall be

scheduled in consultation with the Ballet's Director of Artistic Operations, or another authorized representative of the Ballet may accompany the Union's representative during any such inspection.

- 15.06 The Ballet shall recognize at least one (1) but not more than two (2) stage technicians employed by the Ballet and selected by the Ballet's stage technician employees as a Steward or Stewards entitled to act as spokesperson(s) for Union members employed by the Ballet. The number of Stewards and the selection thereof shall be determined in accordance with the policies and procedures of the Union.

ARTICLE SIXTEEN: SAFETY

- 16.01 Safe working practices shall be followed at all times. Any required safety equipment, except hard hats and personal safety equipment, shall be provided by the Ballet.
- 16.02 The Ballet shall comply with the Alberta Workers' Compensation Act.
- 16.03 It is understood and agreed that the parties hereto shall comply at all times with all applicable occupational health and safety laws and regulations, and any lawful safety regulations established by the Ballet. The Ballet agrees to consult with the Union prior to implementing or modifying its safety regulations. A refusal by any personnel to work in contravention of such laws regulations shall not be in breach of this Agreement.

ARTICLE SEVENTEEN: ALBERTA BALLET REGULAR CREW

Definition: Alberta Ballet production staff, hired directly by the Ballet on an ongoing basis to form the company's core production crew shall be referred to as the "AB Regular Crew". These staff shall fulfill the responsibilities of Department Heads and Seconds as well as ongoing positions in the company's Wardrobe shop. This definition does not encompass daily hires by either the Ballet or the Union or hires called by the Union for use in certified venues (i.e., SAJA)

- 17.01 Work in Calgary for stage technician employees who tour with the Ballet in accordance with Part IV of this Agreement, if required by the Ballet, will be pursuant to written contracts agreed to on a case-by-case basis between the Ballet and the contracted member, subject to the following minimum terms and conditions.
- 17.02 The regular weekly/hourly wage for work in Calgary for a stage technician employee who tours with the Ballet shall be stipulated in their contract entered into pursuant to Article 17.01. The minimum hourly wage for such work shall be as set forth in Appendix B to this Agreement.

- 17.02.1 No call for such work shall be less than four (4) hours. Work in Calgary shall not exceed eight (8) hours per day or forty (40) hours per week unless overtime pay is paid at the rate of one and one-half (1.5) times the regular hourly rate stipulated in the contract for all authorized hours worked in excess of eight (8) hours per day or forty (40) hours per week. All overtime work must be authorized in advance by the Director of Artistic Operations or their authorized designate.
- 17.02.2 There shall be one (1) fifteen (15) minute coffee break allowed during each four (4) - hour shift.
- 17.02.3 An unpaid meal break of at least one (1) hour will be allowed after the first five (5) hours of each shift, and a further unpaid meal break of at least one (1) hour will be allowed after each subsequent four (4) hours of each shift. Should a stage technician employee be unable to take a requisite meal break, they shall be paid at one and one half (1.5) times the regular hourly rate from the time at which the break should have commenced until the time the break actually commences, or the end of the shift, whichever is earlier. Any such meal break infringement must be authorized in advance by the Director of Artistic Operations or designate and shall be noted on the stage technician employee's time sheet.
- 17.03 Stage technicians working in Calgary shall not be required to work more than six (6) days in a week and shall be entitled to general holiday pay. The recognized holidays will be New Years Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Eve (December 24th commencing at 6:00 p.m.), Christmas Day, and New Year's Eve (December 31st commencing at 6:00 p.m.).
- 17.03.1 A stage technician employee is eligible for general holiday pay if the stage technician employee has worked for the Ballet for thirty (30) workdays or more in the twelve (12) months preceding the general holiday.
- 17.03.2 A stage technician employee is not entitled to general holiday pay if the stage technician employee does not work on a general holiday when required or scheduled to do so, or is absent from employment without the consent of the Ballet on the stage technician employee's last regular workday preceding, or the stage technician employee's first regular work day following, a general holiday.
- 17.03.3 If a general holiday falls on a day that would normally have been a workday for the stage technician employee, and the stage technician employee does not work on the general holiday, the Ballet must pay the stage technician employee general holiday pay in an amount that is at least the average daily wage of the stage technician employee.

- 17.03.4 If a general holiday is on a day that would normally have been a work day for a stage technician employee, and the stage technician employee works on the general holiday, the Ballet must pay the stage technician employee general holiday pay in an amount that is at least the average daily wage of the stage technician employee, and an amount that is at least one and one-half times (1.5) the stage technician employee's wage rate for each of the first eight (8) hours of work of the stage technician employee on that day and twice (2) the stage technician employee's wage rate of each hour of work thereafter. (Hours worked x hourly wage x 1.5 + average daily wage)
- 17.03.5 If a general holiday is on a day that is not normally a work day for a stage technician employee, and the stage technician employee works on the general holiday, the Ballet must pay the stage technician employee general holiday pay of an amount that is at least one and one-half times (1.5) the wage rate of the stage technician employee for each of the first eight (8) hours of work on that day and twice (2) the wage rate of the stage technician employee's for each hour worked thereafter.
- 17.03.6 If in at least five (5) of the nine (9) weeks preceding the work week in which the general holiday occurs the stage technician employee worked on the same day of the week as the day on which the general holiday falls, the general holiday is to be considered a day that would normally have been a workday for the stage technician employee.
- 17.04 Work on Sundays shall be paid for by the Ballet at one and one half (1.5) times the regular rate for each of the first eight (8) hours of work and twice (2) the regular rate for each hour worked thereafter.
- 17.05 Except as otherwise provided, the minimum terms and conditions provided for in this Article shall also apply to work in Calgary by stage technician employees who do not tour with the Ballet. Such work may be governed by written contracts entered into between the stage technician employee concerned and the Ballet, the terms of which shall be agreed to on a case-by-case basis, subject always to the minimum terms and conditions provided for in this Article. The minimum hourly wage for such work shall be as set forth in Appendix B to this Agreement. No call for such work shall be less than four (4) hours.
- 17.06 For the purposes of this Article, a "week" shall be defined as a period of seven (7) consecutive days commencing on Monday at 06:00 hours.
- 17.07 There shall be a ten (10) hour rest period between the wrap-up of one day and the beginning of the first shift of the next day. Encroachment on this rest period shall be paid for by the Ballet at one and one half times (1.5) the regular rate for each stage technician employee required to work during such rest period.

- 17.08 The Ballet may require stage technicians employed by the Ballet to obtain, at the Ballet's expense, any licenses required by law for the performance of their duties as employees of the Ballet.
- 17.09 The Ballet shall file with the Union one (1) copy of each written contract entered into between the Ballet and a member of the Union pursuant to Article 17.01 or Article 17.04 hereof not less than one (1) week after the date of execution of the contract.
- 17.10 Contracts entered into pursuant to Article 17.01 may be terminated by the Ballet before the expiry date and without cause upon two (2) weeks' written notice to the affected stage technician employee, or, if cancelled on less than two (2) weeks' notice, by payment in lieu of notice of two (2) weeks' wages, provided that such payment shall be deemed to include payment for any work the Ballet may require of the stage technician employee during the notice period. If the employee is entitled to notice greater than two (2) weeks under the Employment Standards Code, the notice or pay in lieu of notice shall be increased to the notice or pay in lieu of notice required by the Employment Standards Code. No notice or payment in lieu of notice need be provided in the case of contracts terminated for cause. Contracts entered into pursuant to Article 17.01 may be terminated or cancelled by the stage technician employee by giving the Ballet's Director of Artistic Operations two (2) weeks' written notice. Unless otherwise provided therein or required by the Employment Standards Code, no notice or pay in lieu of notice need be provided by either party in the case of termination of contracts entered into pursuant to Article 17.05 hereof.
- 17.11 When Stage Technician Employees report to the original call location the Ballet shall be responsible for transporting crew to all other locations and returning them to the original report to location at the end of the call.
- 17.12 All Regular Crew who are asked to and agree to use their private vehicles for the Ballet while at work, for any purpose, shall be paid fifty-nine (\$0.59) cents per kilometer documented on a Ballet supplied mileage form and submitted for payment.
- 17.13 Adequate time will be scheduled to allow for the end of season show (minimum of one (1) week) to be properly packed away and all relevant paperwork to be completed. In addition, adequate time will be scheduled for mid-season clean-up (minimum of one (1) week).

ARTICLE EIGHTEEN: **VACATION PAY AND REMITTANCES**

18.01 For Stage technician employees of the Ballet pursuant to a contract entered into in Article Seventeen of this Agreement, the Ballet shall pay directly to such stage technician employee.

- i) Vacation pay of six (6%) percent for employees engaged for up to six years of service. Vacation Pay shall be increased to eight (8%) percent for employees who have completed six (6) continuous years of employment, and ten (10%) percent for employees who have completed ten (10) continuous years of employment. For the purpose of calculating years of employment, in the years following 2007 only, an employee must work minimum of twenty-five (25) weeks per season to be eligible.

18.02 The Ballet shall remit to the Union: Four (4%) percent group health and welfare benefits.

In addition, the Ballet shall remit an allowance for RRSP benefits in an amount equal to four (4%) percent of the total wages including vacation pay. The Ballet shall pay such remittances for stage technician employees who are members of the Union directly to the Union, provided, however, that:

- (i) the Union shall provide all such stage technician employees who upon becoming members, meet the current eligibility requirements with group health and welfare benefits, including life insurance, short term disability insurance, extended health insurance and dental insurance, and accidental death and dismemberment insurance benefits; and
- (ii) the four (4%) percent RRSP allowance shall be paid by the Union to the RRSP accounts of those stage technicians who have attained membership and established an RRSP account administered by The Canadian Entertainment Industry Retirement Plan.
- (iii) For stage technicians who have not yet become members, the four (4) percent RRSP contribution shall be paid directly to them as a taxable benefit.

18.03 Commencing their second consecutive season, AB Regular crew shall be entitled to be reimbursed for work boots or other personal work equipment required to perform their duties with the Ballet up to a maximum cost of \$150 per season, provided that the item was approved in advance by the Ballet and upon presentation of a receipt or other proof of purchase acceptable to the Ballet.

18.04 Stage technicians will be reimbursed, in accordance with Ballet policy, for documented and reasonable expenses incurred in connection with the performance of their duties hereunder.

- 18.05 Except as otherwise authorized by the Union in writing, the Ballet agrees to deduct from the gross wages (inclusive of overtime but exclusive of any amounts paid pursuant to Article 18.01) of each stage technician employee earned on or after the date of execution of this Agreement a working assessment equal to a percentage as notified to the Ballet by the Union in writing of such employee's gross wages (inclusive of overtime but exclusive of any amounts paid pursuant to Article 18.01), subject to increase upon not less than one calendar month's written notice from the Union to the Ballet's Director of Artistic Operations, provided that no such increase shall be effective on any date other than the first day of a month.
- 18.06 Any stage technician employee may, by notice in writing to the Ballet and the Union in accordance with policies and procedures established from time to time by the Ballet and/or the Union, direct the Ballet to, and the Ballet shall, deduct from any amounts payable to such technician by the Ballet hereunder such voluntary RRSP contributions as such stage technician may direct, and remit such contributions to the Union for deposit to the RRSP account of such stage technician. The Union shall so deposit any such voluntary RRSP contributions received by the Union pursuant to such written direction. For the purposes of this Article 18.06 only, the term "stage technician employee" shall include any member of the Union employed by the Ballet.
- 18.07 All amounts payable to the Union pursuant to this Article 18 shall be remitted not less than ten (10) business days after the end of each pay period, by EFT to "Stagepay 212."
- 18.08 In the event an AB Regular Crew Member becomes incapacitated due to illness that prevents them from performing their jobs, the Ballet may replace, but shall hold the position open for that Regular Crew Member for a period of not less than three (3) months. Any request for extension to the three (3) months granted must be made in writing and is subject to the approval of the Ballet. If such notice is not received the Regular Crew Member is presumed to have severed employment with the Ballet.
- 18.09 SICK LEAVE
- (a) Sick leave means the period of time that an AB Ballet Regular Crew Member is absent from work by virtue of being ill to the point where they are prevented from working including while being examined and/or actively treated by a physician, or on an emergency basis by a dentist or chiropractor.
 - (b) Paid sick leave for an AB Ballet Regular Crew Member is earned at the rate of one (1) day per thirty (30) days worked to a maximum of five (5) working days per year. Sick leave does not accumulate over the course of multiple seasons. Any unused sick leave expires at the end of the Ballet fiscal year.

- (c) An Employee's sick leave record shall be kept by the Employer and shall be available for review by the Employee.

ARTICLE NINETEEN: CONSUMPTION OF INTOXICATING SUBSTANCES

- 19.01 Stage Technicians agree that being under the influence of an impairing or intoxicating substance that inhibits the ability to work safely and/or effectively is prohibited while working under this agreement. In instances where a Stage Technician is suspected of being under the influence, the Ballet may remove the Stage Technician from the worksite to ensure the safety of the stage technician and fellow co-workers, as well as to determine whether there is a violation of this prohibition. Stage Technicians are expected to comply with the Ballet's Fit for Work Policy.
- 19.02 Should the Ballet decide as a result of their determination from 13.05, that they consider the stage technician is in an impaired condition the Ballet will;
- (i) ask the stage technician to take the remainder of the shift off without pay and to vacate the premises.
 - (ii) ensure they have a safe means of transportation to the Stage Technician's domicile.
 - (iii) notify the Union as the first step in their discipline process.
 - (iv) after Union consultation the Ballet will employ discipline appropriate to the situation by written notice to the Stage Technician, copied to the Union.

PART IV: WORK ON TOUR

ARTICLE TWENTY: WORKING CONDITIONS ON TOUR

- 20.01 For the purposes of this Agreement, the positions referred to in this Article shall be defined as set out in Appendix C to this Agreement.
- 20.02 The Ballet and the Union acknowledge that all touring positions (including any touring stage technician positions required by the Ballet in addition to the positions described in Article 7.01) shall be offered to members of the Union or affiliated locals (or in accordance with the procedures set forth in Article 14.02) in accordance with the rules and regulations of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories, and Canada ("the International Alliance") and that the terms and conditions of work on tour will be governed thereby under the Canadian Pink Contract. Work performed by stage technicians who tour with the Ballet in connection with the Ballet's subscription series performances in Calgary, shall,

consistent with current practice, be considered "work on tour" within the meaning of this section. The Union acknowledges that it has no jurisdiction over the Ballet's touring stage technicians while working under the Canadian Pink Contract.

- 20.03 The Ballet shall file in writing with the Union all required touring information including; Show Title, Venue/City, Dates of Loadin / Loadout and all traveling crew names with their titles, in sufficient time for the Union to act on behalf of the Ballet for submitting the "Pink Contract Submission Form" with The IATSE Canadian offices.

PART V: DISPUTE RESOLUTION AND MANAGEMENT RIGHTS

ARTICLE TWENTY-ONE: DISPUTE RESOLUTION

- 21.01 All differences between the Ballet and the Union and its members concerning the interpretation, application, operation or an alleged violation of this Agreement shall be settled without stoppage of work or lockout.
- 21.02 If a difference arises between the parties to or persons bound by this Agreement as to the interpretation, application, operation or contravention or alleged contravention of this Agreement or as to whether such a difference can be the subject of arbitration, the parties agree to meet and endeavour to resolve the difference
- 21.03 The designated steward shall be responsible for job liaison with the Ballet and in the event that the designated steward is not able to resolve any differences, the Union Stage Business Agent and/or the Union Executive may become involved.
- 21.04 If the parties are unable to resolve a difference referred to in Article 21.02, then a formal grievance may be filed. A grievance must be presented in writing and must have been received by the Ballet's Director of Artistic Operations (or Union in the case of a grievance filed by the Ballet) no later than seven (7) days, excluding Saturdays, Sundays and statutory holidays, of the incident giving rise to the grievance. The grievance must state the facts giving rise to the grievance, the specific sections of the collective agreement that are alleged to have been violated and the remedy sought.
- 21.05 If the grievance is not resolved, the initiator of the grievance may refer the grievance to arbitration by serving a written referral to arbitration on the other party no later than seven (7) days, excluding Saturdays, Sundays and statutory holidays, after receipt of the written reply to the grievance. The referral to arbitration shall:

- (i) contain a statement of difference and
- (ii) specify a name or a list of names of the person or persons it is willing to accept as the single arbitrator.

21.06 On receipt of a notice referred to in Article 21.05, the party receiving the notice,

- (i) if it accepts the person or one of the persons suggested to act as arbitrator it shall, within 7 days, notify the other party accordingly and the difference shall be submitted to the arbitrator, or
- (ii) if it does not accept any of the persons suggested by the party sending the notice it shall, within 7 days, notify the other party accordingly and send the name or a list of names of the person or persons it is willing to accept as the single arbitrator.

21.07 If the parties are unable to agree on a person to act as the single arbitrator either party may make request the Director of Mediation Services in writing to appoint a single arbitrator.

21.08 The arbitrator may, during the arbitration, proceed in the absence of any party or person who, after notice, fails to attend or fails to obtain an adjournment.

21.09 The arbitrator shall inquire into the difference and issue an award in writing and the award is final and binding on the parties and on every stage technician affected by it.

21.10 The parties agree to share equally the expenses of the arbitrator.

21.11 In the event a difference is not grieved under 21.04 or referred to arbitration under 21.05 within the time limits specified therein, the grievance shall be considered to have been abandoned, unless an extension was granted by mutual written agreement of the Ballet and the Union and the extended time period was met.

ARTICLE TWENTY-TWO: MANAGEMENT RIGHTS

22.01 The Union acknowledges that it is the exclusive function of the Ballet to maintain order and efficiency in the workplace and generally to manage the operation and undertakings of the Ballet and, without restricting the generality of the foregoing, to select, install and require the operation of any equipment, plant or machinery which it deems necessary, to determine the number of personnel required, the schedules and methods of work to be followed and to exercise all rights and responsibilities of management not specifically modified by this Agreement.

SIGNATURE PAGE

Dated: Aug 30th, 2021

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first written above.

Alberta Ballet Company



By: Christopher Anderson
Its: Co-Artistic Director

The International Alliance of Theatrical Stage Employees,
Moving Picture Technicians, Artists and Allied Crafts of the
United States, its Territories, and Canada, Local No. 212



By: Damian Petti
Its: President

APPENDIX A Casual Crew

For the purpose of this Agreement, the positions referred to in Article 4.03 shall be defined as follows:

- (a) **Head Fly Technician:** Shall be responsible for the bringing in and the loading out of scenery, special effects, stage lighting, drops, etc. when they are used in a house system which uses counter weights, blocks and falls or a pin rail (such as is used in a hemp house).
- (b) **Head Property Person:** Shall be responsible for the sweeping and mopping of the stage before the start of a performance; the setting up and striking of all furnishings and all articles on stage other than scenery; the distribution of all hand props to actors and actresses for their use during the performance; the care and distribution of all weapons to be used during the performance.
- (c) **Head Carpenter:** Shall be responsible for all departments and personnel. Shall organize and delegate all work in this department, including the setting up, moving, loading out and handling of all stage scenery, sets, and parts of sets including drops and drapes. The Head Carpenter will be the job steward unless the Ballet requests a shop steward in addition to the head carpenter, in which case such additional person will also be paid at the head of department rate.
- (d) **Head Electrician:** Shall be responsible for all equipment and personnel required for the running of and maintenance of all lighting equipment and accessories, the placing and focusing of all lights and lighting, power cables and accessories and the operation of the same, and shall have a good working knowledge of all lighting instruments.
- (e) **Head Wardrobe:** Shall be responsible for all personnel assigned to this department and shall be responsible for the organization of work and storage areas, the maintenance and repair of all costumes used in the production, the purchasing of costumes as required and the dressing of principals and/or extras and bit players.
- (f) **Head Sound:** Under the direction of the Ballet's designated representative, shall set up all speakers, sound consoles and mixer boards, run cables, set microphones, and operate all sound equipment.
- (g) **Head of Hair/Wigs:** When hair styling or wigs are required by the Employer, shall be responsible for all personnel assigned to this department and shall be responsible for the organization of the work for styling, dressing and upkeep of hair/wig requirements and performer wig fitting/removal and storage of required wig elements used in the production. Union recognizes that some productions may not require Hair/Wig employees as the performers are responsible for their own hair/wig production elements.
- (h) **Head of Makeup:** When makeup is requested by the Ballet, the Head of Make Up shall be responsible for all personnel assigned to this department and shall oversee the organization, supervision and the proper and hygienic application of all make up on all exposed skin and application or grooming of facial hair.
- (i) **Head Ground Rigger:** Shall be familiar with the load structure (limit) of the building and shall in conjunction with the production crew decide on the proper hanging

points in the structure. Shall direct the high riggers in the hanging of production equipment required to produce the production and/or any other material or equipment that may require the use of high riggers before, after or during the production. He/she shall be on the job site at any time that high riggers may be required for any function or production. Shall be responsible for the making up of the baskets used for the chain hoists and motors.

- (j) High Riggers: Shall under the direction of the head ground rigger be responsible for the securing of points used in the production in which they are used for the hanging of chain motors and any other equipment that may be needed to properly hang a production or any other function that requires high riggers.
- (k) Crew: Crew members shall perform the duties assigned to them by the applicable department head.

APPENDIX B - Alberta Ballet Regular Crew (ABRC)

The Ballet agrees to pay the following minimum hourly wages for work performed pursuant to Part III of this Agreement:

<u>Position</u>	<u>Hourly Rate</u>			
	2020/21	2021/22	2022/23	2023/24
Department Head	\$26.73	\$27.40	\$28.09	\$28.65
Cutter	\$26.02	\$26.67	\$27.34	\$27.88
First Hand / Wardrobe Assistant	\$24.57	\$25.18	\$25.81	\$26.33
Dyer	\$23.91	\$24.51	\$25.12	\$25.62
Seamstress / Stitcher	\$23.91	\$24.51	\$25.12	\$25.62
Warehouse Hand	\$23.91	\$24.51	\$25.12	\$25.62
Assistant Technical Director	\$29.40	\$30.14	\$30.89	\$31.51
Production/Wardrobe Apprentice	\$23.91	\$24.51	\$25.12	\$25.62

*Please refer to page 10 of this Collective Agreement for "CASUAL CREW" rates

APPENDIX C

For the purpose of this Agreement, the Alberta Ballet Regular Crew positions referred to in Article 20.01 shall be defined as follows:

(a) Head Carpenter

Reporting to: Technical Director

Summary: Reporting to the Technical Director, the incumbent is responsible for the maintenance and installation of company scenery in performance venues. The incumbent ensures good relationships with a variety of interest groups, including casual labour, IATSE locals and personnel, the performing arts industry and the community at large.

Scope: The position of Head Carpenter is responsible for the supervision of casual labour locally and on tour.

Primary Responsibilities:

- Construction, maintenance and pre-tour maintenance of all theatrical equipment, properties, scenic elements and cratage when required by the Technical Director;
- Supervise and assist in installation of productions in venues locally and on tour;
- Organization and delegation of all work in the carpenter department in each performance venue;
- Issue crew calls (yellow card) by liaising with International Alliance business agents in the jurisdictions in which performance venues are situated;
- Supervise and assist in loading of the trailer prior to a tour and the unloading following the tour;
- Must be fully versed in the operation of all theatre fly floors and the operation of a theatre (backstage) and on occasion will be called upon to operate theatre equipment;
- Supervise and assist at load-ins and load-outs in performance venues;
- Assist in the unloading and loading of the trailer at performance venues;
- Must be present to supervise and assist at all technical rehearsals, cueing sessions and performances;
- Shall be responsible for all departments and personnel and for a harmonious work atmosphere in each performance venue;
- Such other lawful and reasonable duties and responsibilities as may be assigned.

(b) Head Electrician

Reporting to: Technical Director

Summary: Reporting to the Technical Director, the incumbent is responsible for maintenance and operation of company lighting and special effects equipment. The incumbent ensures good relations with a variety of interest groups, including casual labour, IATSE locals and personnel, the performing arts industry and the community at large.

Scope: The position of Head Electrician is responsible for the supervision of casual labour locally and on tour.

Primary Responsibilities:

- Maintenance and pre-tour maintenance of all theatrical equipment, properties, scenic elements and cratage when required by the Technical Director;
- Installation of lighting plots as provided;
- When required by the Ballet, adaptation of lighting designs for the various performance venues and execution of documentation required for the designs, including lighting plots, dimmer controls, cue sheets, and colour lists;
- Working closely with all members of the production department to ensure the highest possible quality of performance presentations;
- Organization and delegation of all work in the department, including the hanging of lights, cabling, focusing, operation of the same and the placement of colour in each performance venue;
- Assist in the loading of the trailer prior to a tour and the unloading following the tour;
- Must be fully versed in the operation of all lighting, special effects and miscellaneous technical equipment and accessories and on occasion will be called upon to operate such equipment while the company is on tour;
- Assist in the unloading and loading of the trailer at performance venues;
- Must be present to supervise and assist the department at all technical rehearsals, cueing sessions and performances;
- Such other lawful and reasonable duties and responsibilities as may be assigned.

(c) Head Property Person

Reporting to: Technical Director

Summary: Reporting to the Technical Director, the incumbent is responsible for the maintenance and installation of company dance floor and props in performance venues and assisting the Head Carpenter as required. The incumbent ensures good relationships with a variety of interest groups, including casual labour, IATSE locals and personnel, the performing arts industry and the community at large.

Scope: The position of Head Property Person is responsible for the supervision of casual labour locally and on tour.

Primary Responsibilities:

- Construction, maintenance and pre-tour maintenance of all theatrical equipment, properties, scenic elements and cratage when required by the Technical Director;
- Installation of dance floors and the distribution and installation of props in all venues locally and on tour;
- Sweeping and mopping of the dance floors and stage when required;

- Organization and delegation of all work in the props department in each performance venue;
- Assist in the loading of the trailer prior to a tour and the unloading following the tour;
- Supervise and assist at load-ins and load-outs in performance venues;
- Assist in the unloading and loading of the trailer at performance venues;
- Attend to supervise and assist the property department at all technical rehearsals, cueing sessions and performances;
- Assist the Head Carpenter as and when required; and
- Such other lawful and reasonable duties and responsibilities as may be assigned.

(d) Head Wardrobe

Reporting to: Technical Director

Summary: Reporting to and taking direction from the Technical Director, the incumbent is responsible for the management of the Ballet's wardrobe when delivering performances locally and on tour. The incumbent ensures good relationships with a variety of interest groups, including casual labour, IATSE locals and personnel, the performing arts industry and the community at large.

Scope: The position of Head Wardrobe is responsible for the supervision of casual labour on tour.

Primary Responsibilities:

- Preparation of all wardrobe and related wardrobe supplies for touring;
- Packing and unpacking of all wardrobe and related wardrobe supplies at each performance venue and distribution according to daily casting;
- Laundering and general maintenance and repairs of all costuming while the Ballet is delivering programming;
- Attend to supervise and assist the wardrobe department at all scene change rehearsals and cueing sessions and performances;
- Organization of work and storage areas;
- Purchasing of wardrobe supplies as required; and
- Such other lawful and reasonable duties and responsibilities as may be assigned.

(e) Head Soundperson

Reporting to: Technical Director

Summary: Reporting to the Technical Director, the incumbent is responsible for the maintenance and operation of company sound equipment. The incumbent ensures good relationships with a variety of interest groups, including casual labour, IATSE locals and personnel, the performing arts industry and the community at large.

Scope: The position of Head Sound Person is responsible for the supervision of casual labour locally and on tour.

Primary Responsibilities:

Maintenance and pre-tour maintenance of all theatrical equipment, properties, scenic elements and cratage when required by the Technical Director;

- Installation of sound equipment as required;
- Working closely with all members of production department to ensure the highest possible quality of performance presentations;
- Organization and delegation of all work in their department;
- Assist in the loading of the trailer prior to a tour and the unloading following the tour;
- Supervise and assist at load-ins and load-outs in performance venues;
- Must be fully versed in the operation of all sound equipment and accessories and, on occasion, will be called upon to operate such equipment while the company is on tour;
- Assist in the unloading and loading of the trailer at performance venues;
- Must be present to supervise and assist their department at all technical rehearsals, cueing sessions, and performances;
- Such other lawful and reasonable duties and responsibilities as may be assigned.

(f) Assistant Technical Director

Reporting to: Technical Director

Summary: Reporting to the Technical Director, the incumbent is responsible for supporting the maintenance and operation of the company's warehouse space as well as providing support to the Technical Director in execution of the production elements for the season. The incumbent ensures good relationships with a variety of interest groups, including casual labour, IATSE locals and personnel, the performing arts industry and the community at large.

Scope: The position of Assistant Technical Director is responsible for the supervision of casual labour locally and on tour.

Primary Responsibilities:

Maintenance and pre-tour maintenance of all theatrical equipment, properties, scenic elements and cratage when required by the Technical Director;

- Support all departments within the production team as required;
- Working closely with all members of production department to ensure the highest possible quality of performance presentations;
- Organization and delegation of work within the production department;
- Assist in the loading of the trailer prior to a tour and the unloading following the tour;
- Supervise and assist at load-ins and load-outs in performance venues;
- Must be fully versed in the operation of all production equipment and accessories and, on occasion, will be called upon to operate such equipment while the company is on tour;
- Assist in the unloading and loading of the trailer at performance venues;
- Must be present to supervise and assist their department at all technical rehearsals, cueing sessions, and performances;

Such other lawful and reasonable duties and responsibilities as may be assigned.

(g) Production/Wardrobe Apprentice

Reporting to: Technical Director

Summary: Reporting to the Technical Director, the incumbent's purpose is to shadow all departments within production including technical direction, carpentry, lighting, props, sound/AV and wardrobe for the purpose of gaining professional experience following the completion of a post-secondary theatrical arts program. The incumbent will develop good relations with a variety of interest groups, including casual labour, IATSE locals and personnel, the performing arts industry and the community at large.

Scope: The position of Production/Wardrobe Apprentice is to train to perform various technical roles within the production department by shadowing head and/or assistant roles.

Primary Responsibilities:

- For each production of the season, the incumbent will shadow 1 department from prep to strike including performances in Calgary. Department designation will be assigned by the Technical Director in alignment with the incumbents areas of interest and scale of production.
- In alignment with the incumbents areas of interest; observe and assist in the maintenance and pre-tour maintenance of all theatrical equipment, properties, scenic elements and cratage when required by the Technical Director;
- Working closely with all members of the production department to ensure the highest possible quality of performance presentations;
- Assist in the general organizational tasks associated with the production department.
- Assist in the loading of the trailer prior to a tour and the unloading following the tour;
- Assist in the unloading and loading of the trailer in Calgary performance venues;
- Must be present to assist their assigned department at all technical rehearsals, cueing sessions and performances while in Calgary;
- Assist in compiling all new design information including materials used, vendors and material pricing.
- Assist in the rebuild/maintenance requirements for the Nutcracker as well as performances in Calgary.
- Such other lawful and reasonable duties and responsibilities as may be assigned.

Appendix D - STAGEPAY 212 Inc - Payroll Reference Sheet**Sub Total / Gross Wages**

Vacation pay (6%) is combined with wages to determine the subtotal. (Subtotal = Wages + 6%)
This number constitutes "gross wages".

RRSP Benefit Calculation

Employer RRSP Contribution (4%) is then applied to gross wages.

Employment Insurance Calculation**

Employment Insurance is calculated pursuant to Employment Insurance Act and Regulations. This calculation is applied to gross wages plus RRSP amount.

Canada Pension Plan Calculation**

CPP contribution rates are pursuant to the Canada Pension Plan Act and Regulations. This calculation is applied to gross wages plus RRSP amount.

Administration Fee

The Stagepay 212 Inc administration fee of 13% is calculated on combined gross wages, RRSP, Employment Insurance and Canada Pension Plan totals. The administration fee includes amounts for contributions to WCB premiums and member Health and Welfare insurance premiums.

GST AMOUNT**

Applicable GST is applied only to the administration fee.

Stagepay 212 Inc (GST#803783943) will comply with all current and amended CRA legislation and rulings including payroll statutory calculations, deductions and remittances as they become known.