Collective Agreement

Between:

The Calgary Grand Theatre Society,
An incorporated Society under the Societies Act (Alberta),
having an office in the City of Calgary in the Province of Alberta
(Hereinafter called "The Employer" or "the Grand Theatre")

-and-

The International Alliance of Theatrical Stage Employees
Artists and Allied Crafts, and Moving Picture Operators of the United States,
its Territories and Canada, Local 212
(hereinafter called the "Union")



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DIVERSITY STATEMENT

As partners in creating content that entertains people from around the world, both parties to this agreement recognize the importance of working toward creating a culture of inclusion, which includes diversity-focused recruitment.

DEFINITIONS:

In this agreement:

STAGE TECHNICIAN /

EMPLOYEE means Local 212 members who perform work in the following

categories/departments: spot operators, lighting and sound

technicians, stagehands, stage carpenter, electrician, video projection, wardrobe, hair/wigs and makeup crew, properties, riggers, swing positions and all other applicable departments under the jurisdiction

of IATSE.

HOUSE CREW means Department Heads of the following positions: Head Stage

Carpenter, Head of Lighting, Head of Sound.

CASUAL CREW means stage technicians engaged by the employer on a casual basis.

THE EMPLOYER means The Calgary Grand Theatre Society

THE UNION means The International Alliance of Theatrical Stage Employees,

Moving Picture Technicians, Artists and Allied Crafts of the United

States its Territories and Canada, Local 212.

SHOP STEWARD means a person appointed by the Union to liaise between the

Employer, and Union members.

FACILITY means the Grand Theatre

INTERN means an individual who is part of a bona fide work experience

program developed by the parties and provided that this program does not result in the layoff or displacement of an EMPLOYEE.

ARTICLE 1 - UNION RECOGNITION

- The Employer hereby recognises the Union as the sole Collective Bargaining Agent for all of the Employer's Stage Technician Employees. This includes House Crew and Casual Crew Employees working in categories under the Union's jurisdiction as defined in this agreement. Employees not subject to this Collective Agreement shall include: Operations Manager, Executive Staff, Management, Assistant Managers, Office and Clerical Staff, Directors/Choreographers, Assistant Directors/Assistant Choreographers, Dramaturges, Designers, Assistant Designers, Musicians, Composers, Playwrights, Stage Managers, Assistant Stage Managers, Front of House, Cleaning Staff, Restaurant and Bar Staff and any other person covered by existing Collective Agreements with other unions or professional associations. The jurisdiction of the Union covered by this Collective Agreement shall include all stage work of a kind and nature normally performed by stage technicians such as the handling, erecting and operating of facility lighting, sound and technical equipment and stage machinery as required.
- 1.2 As the Union is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, nothing in this Agreement shall be construed to interfere with any obligation the Union owes to such International Alliance by reason of a prior obligation.
- 1.3 The Employer shall make available to the Union on request, information required by the Union, such as positions in the bargaining unit and job classifications, where it applies to this Agreement.
- 1.4 An authorized representative or representatives of the Union shall be permitted by the Employer to enter the premises, free of any interference, to visit Employee work areas, when such entrance or inspection is required in the Union's opinion, after first notifying the Employer that they are entering the premises. They shall not interrupt or interfere with any work in progress.
- 1.5 The Employer shall recognise Stewards representing Employees of the Theatre.

 The Employer acknowledges the right of the Union to have Stewards, and will work with said Stewards. The Union shall identify the Stewards to the Employer on an annual basis or when there is a replacement. It is understood that the Steward shall be mandated to maintain a high level of communication, problem solve with management and promote harmonious relations.
- During the term of this Agreement, the Union agrees that it will not initiate or authorize a strike by its members against the Employer and the Employer agrees that it will not lockout the members of the Union.
- 1.7 All Stage Employees shall remain in good standing with the Union as a condition of employment.
- 1.8 The Employer will not rent, lease, license or otherwise permit a third party to perform work in the Facility that would fall under the jurisdiction of the Union under this

Agreement, unless the work is performed by stage technicians under this Agreement or is performed by an entity bound to a collective agreement with the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 The Union agrees that the Employer, on behalf of the promoter / presenter / lessee, requires stage technicians who are sufficiently qualified, to perform duties for the areas of responsibility as covered under this Agreement. Qualification shall be determined in consultation with the Union. The Union agrees that the Employer has the right of selecting all House Crew Technician Employees covered under this Collective Agreement.
- The Employer reserves the right to insist on acquiring individuals who have the specialised knowledge for the areas of responsibility covered in this agreement. For a position requiring specific skills the employer will endeavour to give the Union sufficient notice of its requirements, seventy two (72) hours being the minimum notice. If in consultation it is determined that the Union is unable to supply qualified member(s) for such specialised positions, then the Employer may request from the Union, a work permit for a qualified individual from outside the Union. Such permit may be granted for a period not exceeding the duration of the production for which the individual is to be hired. The Union shall not unreasonably withhold such permit. The Union will endeavour to give the Employer a minimum of sixty four (64) hours notice that it is unable to supply qualified members for such specialised positions.
- 2.3 The Employer reserves the right to make such rules and regulations as deemed necessary for the conduct and management of the performances and working conditions, including qualification criteria. The Employer agrees that rules and regulations will be in writing and shall be made known to the Employees and the Union prior to being implemented. The Union agrees that its members shall obey all rules and the directions of any authorised representatives of the Employer, who shall be made known to the Union no later than the commencement of the first call, insofar as they do not conflict with the terms of this Agreement.
- 2.4 The Union acknowledges that it is the right and responsibility of the Employer to:
 - i) Direct the control of its property and the maintenance of its premises.
 - ii) Maintain a positive, supportive and service-oriented culture in its premises.
 - iii) Provide all promoters / presenters / lessees with the most efficient and effective working environment possible.
 - iv) Hire, discharge, layoff, recall, suspend or otherwise discipline employees subject to the provisions of this agreement.
- 2.5 The Stage Technicians agree to specifically abide by the Grand Theatre Human Resource Policies; Section 6 Workplace Culture, Equity and Harassment and Section 8 General Administrative.

ARTICLE 3 - CONDITIONS OF EMPLOYMENT

3.1 House Crew Employees

- The Employer shall give specific notice to the Employees and the Union of any House Crew or full-time position covered by this Agreement which becomes vacant and/or available or is created. Union members, then members of other IATSE Locals shall have the right of first consideration on any vacancy. If the vacancy still exists after the first consideration process has been exhausted then the Employer shall request from the UNION a work permit for a qualified individual. The permit shall be granted at the sole discretion of the Union. The Union shall not unreasonably withhold such permit and the permittee shall make application for membership in the Union upon notification from the UNION to do so. This notification shall be not less than three (3) months from the date of hire
- b) The Employer will provide a two (2) week advance schedule of expected call dates for each House Crew Employee, updated weekly. House Crew Employees commit their availability for the scheduled expected call dates unless provided for otherwise by the terms of this agreement.
- c) For leave dates <u>other</u> than listed within the two (2) advance week schedule, House Crew Employees agree to apply in writing, with a minimum fourteen14 days' notice, to the Employer for any unpaid leaves of absence. The Employer agrees to make best efforts to comply with requests; however, at the Employer's discretion, not more than a single House Crew Employee may be granted leave covering the same time period. The fourteen (14) day notice requirement does not apply to 6.3 Bereavement Leave nor 6.5 Sick Leave.
- d) For all Stage Technician Employees, the minimum daily call shall be a four (4) consecutive hours at the applicable rate of pay.
- 3.2 For all Stage Technicians, there shall be at least one day of rest within every seven day work period. The work week shall be defined as Monday through Sunday inclusive. Rest days are defined as a continuous 34-hour period with no work scheduled during this uninterrupted break, regardless of whether it conforms to the calendar day.

3.3 Rest and Meal Breaks

a) The Employer shall provide a single, continuous, approximately mid-call, paid rest break for the Stage Technicians at a ratio of not less than five (5) minutes per hour in each call, called at the discretion of the Employer. For calls in progress that are extended by one (1) hour the additional five (5) minute paid rest break shall be scheduled at the beginning of the extension.

In recognition of the collaborative and collective nature of presenting live theatre and the set nature of performance duties, the Stage Technician shall endeavour to relieve the "continuous, mid-call" application and to time and take breaks appropriately within calls that involve public presentations, including the period of the call prior to the public being admitted to the theatre and/or performance commencement.

b) If a show call and load-out can be completed within 6 hours, meal penalty will not apply.

c) When there is a break during a single day's schedule, which equals or exceeds two (2) hours, the second portion of the shift shall also be a minimum four (4) hour call. After a break of one and one half (1.5) hours or less the minimum call-back shall be two (2) hours.

3.4 **Overtime**

- a) Stage Technicians shall be paid at the rate of one and one half (1.5) times the base hourly rate for all hours worked in excess of eight (8) hours per day and two (2) times the base hourly rate for all hours worked in excess of twelve (12) hours per day.
- b) Stage Technicians shall be paid at the rate of one and one half (1.5) times the base hourly rate for all hours worked in excess of forty (40) hours per week and two (2) times the base hourly rate for all hours worked in excess of sixty (60) hours per week. For the purpose of overtime calculation, overtime cannot be applied to the same hour twice; i.e. only the greatest of either 3.4 (a) or (b) shall apply but not both.
- c) For hours worked between 2400 and 0800 the rate of pay shall be the applicable hourly rate OR calculated at one and one half (1.5) times the base hourly rate, whichever is greater.
- d) The rest period between the end of the last call of the day and start of the next day's call shall be ten (10) hours. Encroachment on this rest period shall be paid at two (2) times the Employee's applicable rate until the ten hour turnaround period expires.
- e) Normally, working days will not exceed twelve (12) working hours over a fourteen (14) hourday period. Exceptions to this shall include one-day rentals, events, parties, film productions, concerts or other pre-approved days. The span of a workday shall not exceed sixteen (16) hours unless there was a break of at least six (6) hours during the day.
- f) All Stage Technicians will be paid at the rate of one and one half (1.5) times the base hourly rate of pay for the first eight (8) hours worked on the seventh (7th) and all consecutive workdays until such time as a day off is granted. On these days, all hours worked in excess of eight (8) hours, shall be paid at two (2) times the base hourly rate of pay. The greater of either 3.4 (b) or this article shall apply.
- g) All hours worked between 2400 and 800, AND all hours worked on the day off (7th and subsequent days), AND all hours worked encroaching on an overnight rest period, AND all hours worked on a general holiday, shall accumulate for the purposes of calculating when weekly threshold hours have been reached for overtime calculations

ARTICLE 4 - BENEFITS AND REMITTANCES

4.1 R.R.S.P. Registered Retirement Savings Plan

a) The Employer acknowledges that this Agreement provides for the establishment of a Registered Retirement Savings Plan on behalf of all Local 212 Member Employees. It is agreed that contributions shall be made to the Canadian Entertainment Industry Retirement Plan for the Employee, and that such contribution shall be made payable from the first day of employment at such rates as are herein agreed.

Members:

b) Based on gross earnings (gross earning = wages plus vacation pay), the R.R.S.P. contribution shall be: three-and-a-half (3.5%) percent Employer contribution – this increases to 4% during the 2024-2025 period of this contact – and a three (3%) percent Employee deducted contribution. These amounts are to be forwarded to the Union together with an electronic spreadsheet form approved by the Union with a complete remittance breakdown on a monthly basis.

Union Permits (non members):

c) For Employees who are not Local 212 Union members, the amount equal to the Employer's contribution, as per 4.1 (b) shall be paid directly to the Employee on each pay cheque as a taxable benefit.

4.2 Health and Welfare

The Employer shall contribute to the Union an amount equal to four and fifty-five one hundreds (4.55%) percent of gross earnings of each Stage Technician Employee for Health and Welfare benefits. This Contribution shall be forwarded to the Union on an electronic spreadsheet form approved by the Union with a complete remittance breakdown on a monthly basis. The Employer agrees that all persons employed under this Agreement shall have the full protection available through the Workers' Compensation Act of the Province of Alberta.

4.3 Working Assessments

The Employer agrees to deduct from the wages of each Employee covered by this Agreement, an assessment of an amount which may be set from time to time by the Union, deducted from the gross wages (wages plus vacation pay), for Union dues and will remit the amount of such deductions by cheque payable to I.A.T.S.E. Local 212, together with a statement showing the names of all those in respect of whom deductions have been made and the amount of each deduction, on an electronic spreadsheet form furnished by the Union. The said cheque and list shall be delivered to the Union on a monthly basis. The Union agrees to give the Employer at least one (1) month notice of an assessment adjustment.

4.4 Administration Fees

The Employer shall pay the Union an amount equal to one half percent (0.5%) of the gross earnings (wages plus vacation pay) of all Employees. These payments are for assistance in defraying the Union costs of Stage Technician training, Health and Welfare Plan administration, Dispatch, etc. and shall be made monthly on an electronic spreadsheet form approved by the Union, with complete remittance breakdown.

ARTICLE 5 - SCHEDULING / TECHNICAL PRODUCTION REQUIREMENTS

5.1 Crew Calls

The number of stage crew, and Department Heads as required for performance, load-ins, setups, rehearsals and load-outs shall be as determined by the Employer in consultation with the applicable Department Heads in Accordance with Article 5.12

5.2 **Minimum Crews**

(a) The minimum number of crew for public performances in the studio shall be one Technician.

- (b) Under normal circumstances, the following shall be considered minimum crew: Head Stage Carpenter, Head Lighting Technician and Head of Sound. In situations where the audio and lighting requirements are simple, both of these departments may be handled by one technician provided that technician is qualified for the operation of both departments, in which case the Employer shall consult with the Department Heads before reducing the number of Department Heads on that call. Safety and Artistic integrity will not be compromised when reducing the crew size.
- (c) Where the technical systems are not in use (sound, lights, video and **staging**), the Employer may, with advisory notification to House Technicians, conduct **non-performance activities**, provided that there are no safety or security concerns present in the theatre.
- (d) For non-performance events such as dinners or seminars, the minimum crew shall be one head technician plus any other required department in accordance with Article 5.12
- (e) For setups and rehearsals, the minimum crew shall be one of the three Departments Heads: Carpenter, Lighting or Sound and whenever there is work required within their area of specialization.

5.3 <u>Technical Production Requirements</u>

In general, the Employer shall forward tech riders and other pertinent technical information on a regular basis regarding productions / presentations and events to the Department Heads. An Employer representative shall be on-site during setups and strikes to interact between the Promoter/Presenter/Lessees and Stage Technical Employees when both are present.

5.4 Casual Crew

- a) The Employer's casual crew roster shall be the current list used, of Stage Technicians used by the Employer, which may be added to after consultation with the appropriate Department Head.
- b) Individuals may appear on the Employer's casual crew roster more than once under different categories, and may be added to other categories on the roster, at the discretion of the Employer after consultation with the appropriate Department Head. It is recognized that though they are called for their skills in a particular department(s), casual crew are routinely shifted between departments during the course of a call.
- c) When engaging casual crew from the Employer's roster, the procedure that will be utilised is as follows:
 - (i) Qualified Union members are given preference;
 - (ii)Skill requirement for vacant position, which shall be decided in consultation between the Employer and the appropriate Head Technician; As per Article 5.12
 - (iii) Permit holders will only be called in accordance with Article 5.4(g)
- d) Employees called or emailed by the Employer from the Employer's casual crew roster must confirm acceptance or rejection of the assignment within a period of twenty-four (24) hours. The Employer shall contact Employees individually to confirm casual crew work.

- e) The Employer's Casual Crew Roster shall be made available to the Union on request. The Employer and Head Technicians shall meet biennially at the beginning and the mid-point of the contract year to review and update the casual crew roster.
- f) In cases where a work call cannot be filled from the Employer's casual crew roster, positions needed shall be referred to the Union's Stage Business Agent for available names and contact information. Crew requests shall normally be made forty-eight (48) hours in advance. If specialized skills or tools are required for a call they shall be included with the crew request.
- g) If the Union, in consultation with the Employer, determines that it is unable to supply qualified member(s), then the Employer may request from the Union a work permit for a qualified individual(s). This permit shall be granted at the sole discretion of the Union, this permit shall not be unreasonably withheld. Such permit shall be granted for a specific period. An individual(s) cannot commence work without this permit. The Union shall not be deemed to be in breach of the Collective Agreement by failure to supply requested personnel.
- h) In the event that an Employee is absent from a call the Employer shall consult with the appropriate Steward, who may grant a temporary verbal permit until such time the vacancy is filled by an Employee.
- i) The Employer shall retain the right to refuse to accept for employment or to remove from the Employer call list, any particular casual worker, if the Employer, after consultation with the shop steward and the appropriate Department Head, reasonably believes the worker lacks the skills or competence to complete a specified task within the constraints given. The affected Employee shall be informed of any decision that impacts their status on the Employer's call list. The reasons for removal will be communicated to the Employee and the Union. Any such decision shall be subject to the Employee's right to file a grievance under Article Nine (9) of this Collective Agreement.

5.5 Cancellations / Changes to the Schedule

In the event of a cancellation or change of a work call, rehearsal or performance, twenty four (24) hours' notice will be given. If less than twenty-four (24) hours' notice is given of a cancellation of a work call, rehearsal or performance the Employee will be paid a minimum of four (4) hours pay at the applicable rate.

- 5.6 The start of the show call may not be less than ½ hour before the House Opens and only in cases when the necessary pre-show checks can be conducted before the house opens or immediately prior to the meal break preceding the show call.
- 5.7 The end of the call post-performance is at the completion of post-show notes, shut down procedures, and lock-up, as scheduled.

5.8 Replacements

Casual crew engaged to replace House Crew Employees, shall be engaged at the rates and conditions of the House Crew Employee they are replacing.

5.9 Timesheets

Employees shall record all hours worked on a daily basis using the timesheets provided by the Employer. Calls will be rounded up to the nearest 30 minutes and shall be calculated on the half (½) hour. Employees will be paid bi-weekly by direct deposit on Friday for the prior pay period, provided that timesheets are submitted to the Employer by 10:00 AM on Monday mornings for approval.

5.10 Nature of Work

At the time crew calls are made, the employer shall indicate any specialised skills or equipment required. High rigging, driving a company vehicle and working off site are examples of such skills.

- 5.11 <u>Unscheduled Overtime</u> Unscheduled overtime is to be approved by the employer in advance, where possible.
- 5.12 The Employer shall consult appropriately with the House Crew on all technical matters, including equipment, crew, crew lists and scheduling. The Employer will have the final say in all technical matters.

ARTICLE 6 - GENERAL HOLIDAYS, VACATION ENTITLEMENT and LEAVES OF ABSENCE

6.1 **General Holidays**

The Grand observes the following General Holidays:

New Year's Day Labour Day

Alberta Family Day National Day of Truth and Reconciliation

Good Friday Thanksgiving Day
Easter Sunday Remembrance Day
Victoria Day Christmas Day
Canada Day Boxing Day

August Civic Holiday

After 1800 on New Year's Eve. After 1800 on Christmas Eve.

And any other federally or provincially declared General Holiday.

All House Crew Employees shall be eligible for eight hours of holiday pay for each of the above holidays (with the exception of after 1800 on Christmas and New Years Eve).

All work performed by Stage Technicians on a General Holiday shall be paid at one and a half (1.5) times the base hourly rate for the first eight (8) hours and at two (2) times the base rate thereafter.

Casual stage employees will be paid holiday pay for unworked general holidays in accord with the provisions of the Alberta Employment Standards Act.

6.2 **Vacation Entitlement**

- (a) All Employees covered by this Collective Agreement shall receive an additional amount equal to four (4%) of their gross wages, to be paid to the Employee as vacation pay. Such payment shall appear on the same cheque as the hours for which it was accrued.
- (b) Starting in the fourth (4th) anniversary of employment, House Crew who have worked for the Employer for three (3) consecutive seasons shall receive an additional amount equal to six percent (6%) of their gross wages, to be paid to the Employee as vacation pay. Such payment shall appear on the same cheque as the hours for which it was accrued.
- (c) Starting in the sixth (6th) anniversary of employment, House Crew who have worked for the Employer for five (5) consecutive seasons shall receive an additional amount equal eight percent (8%) of their gross wages, to be paid to the Employee as vacation pay. Such payment shall appear on the same cheque as the hours for which it was accrued.

6.3 **Bereavement Leave**

A House Crew Employee shall be granted bereavement leave from scheduled work with pay in the event of the death of an their immediate family for a maximum of three (3) consecutive calendar days that shall include the day of the funeral.

Immediate family is defined as: a spouse, child, mother, father, sister, brother, father-in-law, mother-in law, grandfather, grandmother, grandchild, brother-in-law or sister-in-law, or a relative permanently residing in the employee's household or with whom the employee resides. Any additional days required would be considered an unpaid leave of absence.

6.4 **Parental Leave**

Employees are entitled to maternity/paternity leave as defined by Canadian Labour laws. A pregnant employee is entitled to request maternity leave to commence within the last two (2) months immediately preceding the anticipated delivery date.

The period of maternity leave may be extended or reduced by The Grand when the employee submits an appropriate medical certificate.

Except in cases of unanticipated medical requirements, an employee shall give the Employer a minimum of six (6) weeks' notice of any intention to proceed on maternity or paternity leave. An employee shall be granted three (3) days paid parental leave within the reasonable period of time surrounding the occasion of the birth or adoption of their child.

6.5 **Sick Leave**

All House Crew covered by this Collective Agreement shall be entitled to accrue a total of one (1) paid sick day for each month in the period of their period of employment to a maximum of five (5) days. Each paid sick day shall be equal to eight (8) hours at the EMPLOYEE'S base rate of pay.

- (a) Sick leave means the period of time that a House Crew Employee 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) In the event a House Crew employee is sick for a period longer than their accumulated sick leave, the Employer will hold the position open for the Employee for a period of not less than six (6) months.
- (c) An Employee's sick leave record shall be kept by the Employer and shall be available for review by the Employee.
- (d) A doctor's certificate may be required where more than two (2) consecutive days of sick leave is taken.

ARTICLE 7 - EMPLOYEE PERFORMANCE

7.1 Trial Period and Performance Appraisal

- (a) Any new House Crew Employee, or current House Crew Employee who changes job category at their own request, shall be subject to a trial period of three (3) months. The Employer shall conduct periodic reviews at its discretion, including written evaluations, of the House Crew Employee's performance during this trial period. The evaluations shall be discussed in meetings with the Employer, the House Crew Employee and a Steward (if requested by the House Crew Employee). If the House Crew Employee proves unsatisfactory during the trial period the House Crew Employee may be disciplined/dismissed in accordance with the terms of this agreement.
- (b) No less than four (4) weeks prior to June 30 and once per year of employment, a performance appraisal shall be conducted for each House Crew Employee. The performance appraisal will comprise of as a minimum: an evaluation of performance based on the functions laid out in the job description; aptitude for general criteria applicable to all staff such as teamwork, efficiency, thoroughness of work, knowledge of the field in which they are employed; and specific projects assigned and targets to be achieved. At the request of the House Crew Employee a Steward may be present at each performance review. Each House Crew Employee shall be given a minimum of three (3) days' notice prior to a performance review. In case of disagreement between the House Crew Employee and the Employer over the performance appraisal, the House Crew Employee may appeal the review via the grievance procedure.
- (c) Within five (5) calendar days following the performance appraisal the Employer shall provide the House Crew Employee with a written performance review. In the case of a disagreement between the House Crew Employee and the Employer over the review, the House Crew Employee may appeal the review via the grievance procedure set out in Article 9.

- 7.2 The Employer or its designate shall have the right to discipline, or dismiss any employee for which the Employer or its designate has just cause.
- 7.3 In any grievance arising from the discipline or dismissal of any employee, the Employer or its designate shall show just cause.

7.4 **Dismissal for Cause**

In the event that the Employee shall commit any one or more of the following activities, the Employee shall be dismissed for cause:

- (i) Dishonesty
- (ii) Wilful insubordination or non compliance
- (iii) Criminal Offences, damaging to The Grand's Reputation
- (iv) Wilful Destruction of Property
- (v) Gross incompetence or negligence

7.5 <u>Dismissal Following Progressive Discipline</u>:

An Employee may be dismissed, following the progressive discipline set out below, for the following actions:

- (i) Misuse or abuse of Company property;
- (ii) Failure to comply with the reasonable instructions issued by a supervisor;
- (iii) Carelessness or neglect in the handling of money, supplies, materials, property or equipment;
- (iv) Absence for work without notifying the appropriate manager or supervisor;
- (v) Habitual Lateness.
- (vi) Disrespectful treatment or use of abusive language towards others;
- (vii) Unauthorized borrowing or loaning of Facility equipment
- 7.6 Upon imposing any form of discipline upon an employee the Employer shall, within forty-eight (48) hours, provide written reasons to the Union for the imposition of such discipline.
- 7.7 With the exception of Clause 7.4 above, in the event that the Employer finds reason to discipline an Employee, the Employer shall do so in the following manner:
 - a) A warning that inappropriate conduct has occurred shall be provided in the form of a letter handed to the Employee from the Employer with a copy going to the Union.
 - b) An Employee may appeal the warning, in writing, to the Employer within seven (7) calendar days of the date of warning with a copy going to the Union.
 - c) An un-retracted letter of warning shall remain current and enforced for **twelve (12)** months from date of issuance.
 - d) An Employee with two (2) un-retracted written warnings on their file shall be "on probation" and may be subject to discharge by the Employer (i.e. "three strikes-you're out").
 - e) In all cases of Employee discipline (including warnings and discharges) the Employer shall clarify such discipline by letter handed to the Employee.

- Any complaint by the Employer or dissatisfaction concerning an employee's work which is not intended to result in discipline, but which is intended to form part of the employee's personnel records, shall be made in writing within one (1) week of the circumstances giving rise to the complaint or dissatisfaction and a copy thereof shall be submitted by the Employer to the employee and to the Union. Any written reply by the employee shall also be filed as part of that employee's personnel record. The Employer shall specify in the complaint or expression of dissatisfaction the nature of the improvement required of the employee, and a reasonable deadline for such improvement to take place. Upon the deadline being reached, an updated evaluation will be filed and a copy given to the employee and the Union. A failure on the part of the employee to make reasonable improvements during the time allotted may result in discipline being imposed.
- 7.9 In any discussion between the Employer and the employee regarding a matter for which discipline may be imposed, the employee shall have the right to have the Union Business Agent or other authorized representative of the Union present.
- 7.10 Employees may review their personnel file at any reasonable time and may copy any documents therein. Employees may respond in writing to any document and such response shall form part of their personnel file.

ARTICLE 8 – IMPAIRMENT

- 8.1 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 an Employee is suspected of being under the influence, the Employer may remove the Employee from the work-site to ensure the safety of the Employee and fellow co-workers, as well as to determine whether there is a violation of this prohibition.
- 8.2 Should the Employer decide as a result of their determination from 8.1, that they consider the Employee is in an impaired condition the Employer will;
 - (i) ask the Employee 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 Employee's domicile.
 - (iii) notify the Union as the first step in their discipline process.
 - (iv) after Union consultation the Employer will employ discipline appropriate to the situation by written notice to the Employee, copied to the Union.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.1 Where a difference arises between the Union and the Employer or its designate relating to the dismissal or discipline of an employee or the interpretation, application, operation or alleged violation of this Collective Agreement, including any questions as to whether a matter is arbitrable, there shall be no stoppage of work and an earnest effort shall be made to settle the matter promptly in the manner prescribed in this Article.

Step 1:

9.2 Should a difference arise between an Employee(s) and the Employer, the parties agree to meet to discuss and resolve the matter within four days of the alleged violation or knowledge

of the alleged violation.

Should the parties be unable to resolve the matter(s) at this meeting, the difference shall be reduced to writing and presented to the Employee and authorised representatives of the Employer and the Union within five (5) business days. The written grievance shall include what specific section(s) of the Agreement has been violated or misinterpreted and stipulate what relief is requested to resolve the grievance.

9.3 **Step 2:**

Once they have been reduced to writing, all differences between the parties to this agreement shall be discussed between the Union's authorised representative and the Employer's designated representative within 5 business days in an attempt to resolve the difference. If the difference is not settled at Step 2 it shall proceed to Step 3.

9.4 **Step 3**:

Either Party may apply to the Director of Mediation for the appointment of a single Arbitrator within five (5) business days.

- 9.5 The cost of the arbitration shall be shared equally by both parties.
- 9.6 The Arbitrator shall not have the power to alter, amend or change the provisions of this Collective Agreement.

ARTICLE 10 - SAFETY AND WORKING CONDITIONS

- a) Safe working practices will be followed at all times. The requirements of the Alberta Occupational Health and Safety Act, Regulation and Code and Theatre Alberta, Safe Stages guidelines shall be followed at all times. Any specialised safety equipment shall be provided by the Employer. All stage technician employees will provide personal safety equipment gloves and footwear, and will wear it as required. Green tagged, CSA approved work boots are required for set-ups and strikes and for rehearsals, performances and other work calls where foot injury hazards may exist. The Employer will provide all other personal protective equipment.
- b) Should a Stage Technician be found not to be wearing appropriate safety equipment, or refusing to wear appropriate safety equipment, that Stage Technician shall be subject to progressive discipline as outlined in articles 7.5 and 7.6 of this agreement.
- c) All Crew will be required to provide the following basic tools: Crescent wrench, flashlight, pliers and a pen.
- d) In the event of a workplace injury, the Employer will pay the member's wages for the balance of the designated shift in accordance with the Workers' Compensation Act.
- e) It is agreed that an environmentally safe and healthy workplace is beneficial to all parties. It is understood and agreed that the parties to this Agreement shall at all times comply with Employer policies regarding Health and Safety as well as procedures in accordance with the Alberta Occupational Health and Safety Act, Regulation and Code. A Stage Technician who refuses to work in compliance of such policies, while not considered to be in breach of this

agreement, may be replaced.

ARTICLE 11 - MISCELLANEOUS

11.1 <u>Dress Code</u>

The Employee will ensure that they are appropriately dressed for all calls, including any required safety equipment. The Employee must be neat, clean and dressed in appropriate blacks for all calls.

11.2 Use of Personal Vehicle

When the Employer requests an Employee to use their personal vehicle for Employer business, they will be reimbursed for all reasonable expenses at a rate of \$0.58/km for local travel in the Calgary area.

11.3 Parking

While using either personal or rental vehicles for company business, employees shall be entitled to pre-approved reimbursement for all reasonable parking expenses upon submission of receipts. No other parking benefits shall be extended.

11.4 **Comps and Discounts**

In general, House Crew shall be entitled to two (2) complimentary tickets of those events presented by the Employer and its producing partners, subject to availability as per the company comp policy.

Each employee who receives this benefit is expected to attend these performances unless operational requirements prevent them from participating as a member of the audience

11.5 Company Expenses / Reimbursement

Employees shall not be required to use their own money or credit cards for company purchases

11.6 **Orientation**

The Union and the Employer agree to implement an annual orientation program for new stage hand employees.

11.7 **Tax Documents**

The Employer and the Union agree to sign a CRA Certificate of Agreement to identify the Employer as issuing the T-4 slips, which would include working assessment deductions, for the Employees working under this agreement.

ARTICLE 12 - TERM OF COLLECTIVE AGREEMENT / SIGNATURE PAGE

12.1 This Collective Agreement is to be in effect and binding from July1st, 2022 to June 30th,2025 and shall continue from year to year unless either party serves notice to bargain in writing to the other party that they wish to negotiate to amend this agreement not less than sixty (60) days nor more than one hundred twenty (120) days prior to its expiration date or a subsequent anniversary. This Collective Agreement is subject to retroactivity payments as affected and referenced in Article 4 Benefits and Schedule "A" Schedule of Wages effective from and including July 1, 2022.

Should either party give written notice to the other party pursuant to the above clause, this agreement shall thereafter continue in full force and effect until a new collective agreement is concluded.

The undersigned hereby agree that this Collective Agreement sets forth all the terms and conditions agreed upon in negotiations.

The Parties therefore have authorised the officers so shown to execute this agreement by affixing their signatures.

For THE EMPLOYER:

Erynn Lyster, Executive Director

Jenn Lofgren, Board Chair

For THE UNION:

Damian Petti, President ATSE Local 212

Date: August 2, 2022

Date: August 2, 2022

Date: August 2, 2022

Ian Wilson, Vice President, Stage

SCHEDULE OF WAGES - SCHEDULE "A"

Minimum Hourly Rates

Position-As per Schedule "B"

July 1 – June 30 annually

	Year one	Year two	Year three
	2022-2023	2023-2024	2024-2025
House Crew / Head Rate	\$30.90	\$31.83	\$32.78
Casual Crew	\$27.30	\$28.11	\$28.96
Running Crew	\$28.07	\$28.91	\$29.78

Schedule "B" Position Descriptions

The Calgary Grand Theatre Society Head Stage Carpenter Technician Job Description

Reports directly to the Technical Director (TD) and is one of three House Technicians for The Grand. **Duties and Responsibilities:**

1. General

- Coordination of all stage department activities
- Operate rigging systems and related equipment as directed for performances
- Inspect and maintain chain motors and equipment
- Maintain a safe working environment at all times by conforming to all established safety policies and procedures
- Maintain a comprehensive inventory of all equipment in the stage department
- Ensure that stage scenery is set up properly and safely
- Construct basic set pieces as required
- Supervise teams of casual technicians to ensure efficiency and accuracy
- Oversee the cleanliness of the stage and backstage areas
- Ensure meticulously laid dance floors for house and touring companies (Marley floors)
- Assist with the rigging and focusing of projectors and screens
- Assist with the maintenance of all technical equipment
- Carry out all other tasks requested by the TD and PM
- ▶ Report all accidents/incidents immediately to the TD and Operations Manager
- Abide by all company rules and bylaws as detailed in Human Resources policies
- Ensure that internal communications are as efficient as possible and contribute to the overall effectiveness of the technical team
- ▶ Attend and participate in technical team meetings and Health and Safety Committee as the Fire Warden
- Cross departmental work is expected where appropriate
- Cleans and maintains the seating units
- Completes and submits Show Reports

Qualifications:

- ► A minimum of two years' experience in theatre and a minimum of two years as a Rigger and Stage Technician
- Acquire and maintain at employer expense and on employers time, current certificates for Standard First Aid, WHMIS and Fall Protection.
- ► Knowledge of Lighting, Sound and Video is an asset
- Good general understanding of all technical aspects of theatre and live shows
- ► Knowledge of multiple controlled chain motors is an asset
- Experience in dance, live music and other performing arts is an asset
- ► Flexibility, autonomy, and leadership
- Ability to work well under pressure
- Good communication skills

Must love theatre and live performing arts

The Calgary Grand Theatre Society Head Lighting Technician Job Description

Reports directly to the Technical Director and is one of three House Technicians for The Grand.

Duties and Responsibilities:

1. General

- Coordination of all lighting department activities
- ▶ Ensure that lighting equipment is set up properly and consistently with the show concept
- Hang and focus the lighting plot
- Set up and dismantle lighting equipment
- Inspect and maintain the lighting rig
- Operate the lighting console during shows and rehearsals
- Run light crew during load in and strikes
- Maintain and repair all lighting equipment
- ► Ensure the safety and security of lighting installations at all times
- Maintain a comprehensive inventory of all equipment in the lighting and video department
- Install and focus projectors and screens
- Operate chain motors and assist with rigging
- Assist with setup and tear down of all show equipment
- Assist with the maintenance of all technical equipment
- Carry out all other tasks requested by the TD and PM
- Report all accidents/incidents immediately to the Technical Director and Operations Manager
- ▶ Abide by all company rules and bylaws as detailed in Human Resources policies
- ► Ensure that internal communications are as efficient as possible and contribute to the overall effectiveness of the technical team
- Attend and participate in technical team meetings
- Cross departmental work is expected where appropriate
- ▶ In the absence of the Head Stage Carpenter complete and submit Show Reports

Qualifications:

- ▶ A minimum of two years' experience in theatre and a minimum of two years as a Lighting TechnicianAcquire and maintain at employer expense and on employers time, current certificates for Standard First Aid, WHMIS and Fall Protection.
- Good general understanding of all technical aspects of theatre and live shows
- ► Basic knowledge of video projectors and control systems (QLab/Isadora)
- ► Knowledge of carpentry is an asset
- Knowledge of sound is an asset
- Experience in dance, live music and other performing arts is an asset
- Flexibility, autonomy, and leadership
- Must be a team player
- Ability to work well under pressure
- ► Good communication skills

► Must love theatre and live performing arts

The Calgary Grand Theatre Society Head Sound Technician Job Description

Reports directly to the Technical Director (TD) and is one of three House Technicians for The Grand. **Duties and Responsibilities:**

1. General

- Coordination of all sound department activities
- ► Ensure sound equipment is set up properly and consistently with the show concept including communication systems and program sound
- Run audio during theatre shows, rehearsals, and live music concerts
- Supervise teams of casual technicians to ensure efficiency and accuracy
- Install and focus projectors and screens
- Program Qlab and Isadora control and playback systems
- ▶ Troubleshoot audio, video and communications equipment
- Inspect and maintain audio, video and communications equipment
- ▶ Maintain a comprehensive inventory of all equipment in the sound and video department
- Assist with set up and tear down of all show equipment
- Assist with the maintenance of all technical equipment
- Carry out all other tasks requested by the TD and PM
- ▶ Report all accidents/incidents immediately to the TD and Operations Manager
- ▶ Abide by all company rules and bylaws as detailed in the Human Resources policies
- ► Ensure that internal communications are as efficient as possible and contribute to the overall effectiveness of the technical team
- Attend and participate in technical team meetings
- Cross departmental work is expected where appropriate
- ▶ In the absence of the Head Stage Carpenter complete and submit Show Reports

Qualifications:

- ► A minimum of two years' experience in theatre and a minimum of two years as a Sound Technician
- ► Acquire and maintain at employer expense and on employers time, current certificates for Standard First Aid, WHMIS and Fall Protection.
- ▶ Good general understanding of all technical aspects of theatre and live shows
- ▶ Basic knowledge of video projectors and control systems (QLab/Isadora)
- ► Knowledge of carpentry is an asset
- ► Knowledge of lighting is an asset
- Experience in dance, live music and other performing arts is an asset
- Flexibility, autonomy, and leadership
- Must be a team player
- Ability to work well under pressure
- ► Good communication skills
- Must love theatre and live performing arts