

COLLECTIVE AGREEMENT

between

The International Alliance of Theatrical Stage Employees, Moving
Picture Technicians, Artists and Allied Crafts of the United States its
Territories and Canada, Local 212

hereinafter referred to as the

“UNION”

and

Arts Commons

hereinafter referred to as the

“COMPANY / EMPLOYER”

This Agreement shall become effective from February 24, 2023 and shall remain
in full force and effect until August 31, 2025.



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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.

ARTICLE 1 - RECOGNITION

- 1.01 The EMPLOYER hereby recognises the UNION as the sole Collective Bargaining Agent for all of the EMPLOYER'S Production Department EMPLOYEES (Heads of Department, Associate Heads of Department, Casual Stage Technicians and Trainees) that are working in categories under the UNION'S jurisdiction as outlined in Article 3. EMPLOYEES not subject to this Collective Agreement shall include: Executive Staff, Manager, Assistant Managers, Office and Clerical Staff, Musicians, Composers, Stage Managers, Assistant Stage Managers, Front of House and Bar Staff and any other person covered by existing Collective Agreements with other UNIONS or professional associations.
- 1.02 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, but this shall in no event be construed so as to conflict with any applicable Provincial or Federal Laws.
- 1.03 The EMPLOYER shall make available to the UNION, on request, information required by the UNION, such as positions in the bargaining unit, job classifications, and other such technical information where it applies to this Agreement.
- 1.04 The EMPLOYER shall permit authorized UNION representatives to enter, inspect and conduct an investigation, free of interference, in all EMPLOYEE work areas. The UNION will notify the EMPLOYER prior to an on-site visit. The UNION representative shall not interrupt or interfere with any work in progress.
- 1.05 The EMPLOYER shall recognise Shop Stewards representing EMPLOYEES of the COMPANY. The EMPLOYER acknowledges the right of the UNION to have Shop Stewards and will work with said Stewards. The UNION shall identify the Shop Stewards to the EMPLOYER on an annual basis or when there is a change in Stewards.
- 1.06 The EMPLOYER shall acknowledge the membership of I.A.T.S.E. Local 212 with the following words "Arts Commons employs technicians under a collective agreement with the I.A.T.S.E." The logo of the I.A.T.S.E. shall be the same size as other logos in the applicable section of the programme.
- 1.07 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.

ARTICLE 2 – UNION SECURITY

- 2.01 The EMPLOYER agrees to employ only qualified EMPLOYEES. As a condition of employment with the EMPLOYER, all EMPLOYEES shall be members of the UNION and remain in good standing with the UNION. The UNION will advise the EMPLOYER of an EMPLOYEE'S standing with the UNION.
- 2.02 The UNION agrees that the EMPLOYER has the right of selecting all Salaried and Casual EMPLOYEES covered under this Collective Agreement.
- 2.03 When the UNION agrees to permit a person who is NOT a member of I.A.T.S.E., and their presence is established to be necessary, the UNION, in its absolute discretion, may grant the person permission to work for a period NOT exceeding the duration of the applicable production and only after all the following conditions have been satisfied:
- i) the rates, conditions and/or terms of this Agreement regarding UNION Personnel have been fully met,
 - ii) the person is NOT displacing a sufficiently qualified Local 212 UNION Member. Qualifications to be determined jointly by the UNION and EMPLOYER.
 - iii) The EMPLOYER agrees to inform the EMPLOYEE that a working permit is required and that a formal arrangement with the UNION must be made prior to work for the EMPLOYER taking place.
- 2.04 The EMPLOYER'S casual crew roster shall be the current list of UNION members which may be added to after consultation with the appropriate Head of Department.
- 2.05 (a) Individuals may appear on the EMPLOYER'S casual crew roster more than once under different categories and may occasionally be added to other categories on the roster, at the discretion of the EMPLOYER after consultation with the appropriate Head of Department.
- (b) When calling casual crew from the EMPLOYER'S roster, the procedure that will be utilised is as follows:
- (i) UNION members are given preference;
 - (ii) Skill requirements for vacant positions shall be decided in consultation between the EMPLOYER and the appropriate Head of Department;
 - (iii) Granted Permit holders will only be called in accordance with Article 2.07(a).
- (c) The EMPLOYER shall maintain and be responsible for the calling and scheduling of the Associate Heads of Department (AHOD) and the Casual Alternate Heads (CAH). EMPLOYEES called by the EMPLOYER must, under normal circumstances, confirm acceptance or rejection of the assignment within the timeframe established in Article 10.17.

- 2.06 The EMPLOYER, Head Technicians and the UNION shall meet semi-annually to review and update the casual crew roster. The EMPLOYER will maintain and schedule Heads of Department, Associate Heads of Department and Casual Alternate Heads of Department. Any additional crew requests shall normally be made to the UNION seven (7) days in advance. If specialized skills or tools are required for a call, they shall be listed when calling the crew request.
- 2.07(a) 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 an application for permit status with the UNION for a qualified individual(s) as per Article 2.03. This permit shall be granted at the sole discretion of the UNION, this permit shall not be unreasonably withheld. The UNION shall supply the EMPLOYER with up-to-date permit applications. 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.
- (b) 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.
- (c) If a qualified UNION candidate is not found, then the COMPANY may employ a candidate from outside the UNION. If this situation arises, the UNION shall not be deemed to be in violation of this agreement. The COMPANY shall request from the UNION a work permit immediately upon this EMPLOYEE being employed. Upon completion of the minimum probation period set out in Article 4.02 (f), this EMPLOYEE, upon notification from the UNION, will be required to immediately make application for membership to the UNION and fulfill the UNION'S education requirements for membership. The UNION undertakes to accept each such person as a member of the UNION unless it shall have just cause to refuse such person membership under the Local or International Constitutions.
- 2.08 The EMPLOYER shall retain the right to refuse to accept for employment, or to remove from the EMPLOYER call list, any casual worker, if the EMPLOYER, after consultation with the 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. Any such decision shall be subject to the EMPLOYEES right to file a grievance under Article 5 of this Collective Agreement.
- 2.09 After the minimum probationary period, the COMPANY shall put forward an EMPLOYEE'S name for consideration for UNION membership. All EMPLOYEES whose names are put forward for membership shall be considered within the standard guidelines for membership as established by the UNION.

FIRST REFUSAL

- 2.10 If during a period of vacation, an event requires work normally performed by a Salaried EMPLOYEE who is unavailable, that work may be given to another EMPLOYEE until the Salaried EMPLOYEE becomes available, if it does not significantly affect the event.
- 2.11 The Heads of Departments for each venue shall maintain the First Right of Refusal for each event the COMPANY presents in the subsequent venue.
- 2.12 If a Head of Department or Associate Head of Department works outside their primary venue, the higher rate will prevail.

ARTICLE 3 – UNION JURISDICTION

- 3.01 The exclusive jurisdiction of the UNION covered by this Agreement shall include all activity of a technical nature normally performed by Stage or Production EMPLOYEES with the exception of volunteer fundraising events held off premises.
- 3.02 In the event that the COMPANY expands to include additional venues, whether existing or newly formed, the COMPANY shall cause any such venues to enter into an agreement with the UNION that contains the rights and obligations that are substantially identical to those set forth in this Agreement.
- 3.03 The EMPLOYER shall consult with the appropriate Head of Department regarding the necessity of the presence of this HOD when equipment is being installed, modified or repaired. This consultation process shall occur in advance of any such installation, repair or modification.
- 3.04 All sets, scenery, set pieces, electrical devices, special effects, costumes and costume accessories, wigs, prosthesis, properties, storage or travelling boxes or crates and furniture, which are used for any of the EMPLOYER'S productions and when construction is required, said construction shall be done by members of the UNION in consultation with the appropriate HOD and UNION Steward.
- 3.05 House equipment used in the playback of projected content (slides, films, digital content, etc.) specifically for a COMPANY production shall be performed by qualified EMPLOYEES. Equipment brought by a vendor can be operated by personnel provided by the vendor.
- 3.06 Equipment used for recording productions for audio archival purposes shall be moved, set-up, operated, and removed by members of the UNION employed under this Agreement. This shall not necessarily constitute a separate call. Equipment brought in for a single, stationary archival purpose, such as a camcorder, may be operated and set up by the client.
- 3.07 The EMPLOYER reserves the right to rent or loan its venues. In such instances, the EMPLOYER shall be responsible for fulfilling the terms and conditions of this collective agreement.

- 3.08 (a) The EMPLOYER shall, after consultation with the appropriate Head of Department(s), determine the minimum number of EMPLOYEES required to properly administer the facility for all rentals. EMPLOYEE minimums shall not be less than the minimum requirements set out in Article 7.01.
- (b) When rental clients are present onstage or in the house, two of the following EMPLOYEES (Head of Stage, Head of Lighting, Head of Sound) are the minimum crew required. When no bargaining unit work is being performed only one of the above-mentioned EMPLOYEES must be present.

Under both circumstances, one of the above-mentioned EMPLOYEES must be present on stage.

- 3.09 All work performed during rentals shall be performed under the terms and conditions of this Collective Agreement, as well as under the following conditions:
- (a) Bargaining Unit EMPLOYEES shall operate EMPLOYER equipment and shall be called if additional personnel are required by the user.
- (b) It is understood that, from time to time, personnel from outside the Bargaining Unit may be required to operate or program their own equipment. Such personnel will not replace bargaining unit EMPLOYEES, neither will they cause the reduction of hours or termination of such EMPLOYEES. The decision to allow outside personnel to do specific work shall be made between the EMPLOYER and the appropriate Head of Department. Such allowance shall not be unreasonably withheld.
- (c) When the EMPLOYER is renting a venue to outside users and video recording of a professional nature is being performed with more than one camera, a Head of Video will be required.

3.10 The first call of the day shall be a minimum of three (3) hours, provided the total number of hours worked during the first two (2) calls is a minimum of six (6) hours and provided there is only one (1) meal break between the first two (2) calls pursuant to Article 10.03, otherwise the minimum call shall be four (4) hours.

3.11 The EMPLOYER agrees to allow EMPLOYEES covered by this Agreement, who apply to the EMPLOYER'S representative, reasonable access to equipment and work areas for the purpose of instruction in the proper use of such equipment and work techniques. Such training shall not be paid time unless the training is required by the EMPLOYER. The EMPLOYER agrees to notify and consult with the appropriate Head of Department.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Except as, and to the extent specifically modified by this Collective Agreement, all rights and prerogatives of management are retained by the EMPLOYER. COMPANY

management directs the control of its facilities and operations including, but not limited to the right:

- (a) To determine and maintain the artistic and ethical integrity and organisational structure of the COMPANY.
- (b) To make reasonable rules, regulations, and policies, and to introduce practices, governing the conduct and performance of EMPLOYEES and working conditions in accordance with this Collective Agreement. All EMPLOYEES shall obey all rules in respect of the workplace of any authorized COMPANY representative. Such reasonable rules, regulations and policies shall be given, in writing, to each EMPLOYEE and the UNION prior to implementation.
- (c) To determine the location and extent of its operations and their commencement, expansion, curtailment, or discontinuance, in accordance with this Collective Agreement.
- (d) To direct the workforce in regard to hours of work, (including whether there shall be overtime work), number of EMPLOYEES, methods and standards of work, use of improved or changed methods/materials, machinery and equipment, description of work to be performed and assignment of work.
- (e) To engage whomever management deems best suited for any position in accordance with this Collective Agreement.
- (f) To reward, promote, discipline, demote, discharge, and terminate personnel in accordance with this Collective Agreement.
- (g) To dismiss from any position, any EMPLOYEE for which the COMPANY can show just cause. In every case of dismissal for just cause, the COMPANY will immediately give to the UNION and the EMPLOYEE, in writing, the details, reasons, and circumstances of the dismissal.
- (h) The EMPLOYER may, on an annual basis, conduct a performance review of EMPLOYEES.
 - (i) At the request of the EMPLOYEE a UNION representative shall be present at any performance review.
 - (ii) The EMPLOYER shall give an EMPLOYEE a minimum of five (5) days' written notice prior to the performance review.
 - (iii) In case of disagreement over a review, the EMPLOYEE may appeal the review results through the Grievance Procedure as per Article 5 of this agreement.

DISCIPLINE

4.02 (a) 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 noncompliance;
- (iii) Criminal offences, damaging to the COMPANY'S reputation;
- (iv) Wilful destruction of property;
- (v) Gross incompetence or negligence;
- (vi) Theft;
- (vii) Workplace Violence.

(b) Dismissal following progressive discipline:

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 from work without notifying the appropriate manager or supervisor;
- (v) Lateness for work without a valid reason;
- (vi) Disrespectful treatment or use of abusive language towards others;
- (vii) Other actions of a disciplinable nature.

(c) Before dismissal of an EMPLOYEE under subsection B, above, the EMPLOYER shall comply with the following:

- (i) On the first occasion, a verbal reprimand, in the presence of the appropriate Steward, that will be noted in the EMPLOYEES personnel file and copied to the UNION and the EMPLOYEE;
- (ii) On the second occasion, a written reprimand shall be provided to the EMPLOYEE, with a copy being placed on the EMPLOYEE'S personnel file and a copy being provided to both the UNION and the appropriate Steward;
- (iii) On the third occasion, the EMPLOYEE may be subject to dismissal. A letter shall be presented to the EMPLOYEE in person with a copy going to the UNION and the EMPLOYEES personnel file.

- (iv) All letters on file will be expunged after twenty-four (24) months from the first occurrence.
- (d) Harassment will be dealt with in accordance with the COMPANY'S Respectful Workplace and Workplace Violence policies. Each EMPLOYEE will be supplied with a copy of the current Policy. The EMPLOYER will consult with the UNION regarding any change to the current policy.
- (e) The EMPLOYER shall recompense EMPLOYEE(S) for lost wages as a result of dismissal without cause, which shall include all wages and benefits that the EMPLOYEE(S) would have been entitled to receive during the period commencing at the time of dismissal and concluding at the time of reinstatement.
- (f) After a twelve (12) week probationary period a Salaried EMPLOYEE shall be deemed to be competent. Subsequent to this probationary period the COMPANY may only dismiss EMPLOYEES for just cause. Twelve (12) weeks shall be consecutive or within a calendar year (12, 40-hour weeks).

ARTICLE 5 - COMPLAINT AND GRIEVANCE PROCEDURE

- 5.01 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.

Stage One

- 5.02 Whenever either Party to this Agreement wishes to register a difference or complaint, it shall do so in writing. The UNION or its representative, shall present its complaint to the EMPLOYER'S Production Manager, and the EMPLOYER will present its complaint to the appropriate Steward within five (5) working days of the incident giving rise to the complaint. The UNION Steward and EMPLOYER shall first endeavour to resolve the difference or complaint. If a mutually agreeable solution is not found the complaint shall go to Stage Two.

Stage Two

- 5.03 A Grievance Committee comprised of the following shall represent the UNION in any grievance procedure: the Steward(s), a Representative of the UNION and the Head of Department involved. This committee shall contact the EMPLOYER'S Production Manager, without undue delay, and they shall arrange for a meeting with the UNION representatives and persons representing the EMPLOYER within five (5) days of the complaint being presented under Stage One of the Grievance process.

Stage Three

- 5.04 If a mutual agreement cannot be reached within three (3) days of the initial meeting under Stage Two of the Grievance process, the grievance shall be reported to the President of the

UNION and the COMPANY. These people and/or their representatives will meet within five (5) days of Stage Three being initiated to discuss such grievance.

If an agreement cannot be reached within five (5) days, the grievance shall go to arbitration under Article 6 of this Agreement.

- 5.05 An alleged aggrieved EMPLOYEE or an EMPLOYEE named in a management grievance must be notified of, and may attend, or may be required to attend, on the request of either party, any meeting called by an Arbitrator in Article 6.

ARTICLE 6 - ARBITRATION

- 6.01 UNION and EMPLOYER agree to use Division 22 Articles 136 (model clauses) and 137 (single arbitration) of the Alberta Labour Relations Code to settle grievances referred to arbitration.

- 6.02 The decision of the Arbitrator, on the matters at issue, shall be final and binding on both parties. The jurisdiction of the Arbitrator shall be limited to deciding the matters at issue within the meaning of the existing provisions of the Agreement and making whatever disposition they deem equitable. In no event shall the Arbitrator have the power to add to, subtract, alter or amend this Agreement in any respect.

If the Arbitrator by award determines that an EMPLOYEE has been discharged or otherwise disciplined by the EMPLOYER for cause, and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter for the arbitration, the Arbitrator may substitute any penalty for the discharge or discipline that seems just and reasonable in all the circumstances.

- 6.03 Each Party to this Agreement shall share equally in the fees and expenses of the Arbitrator.

ARTICLE 7 – HEADS OF DEPARTMENTS, MINIMUM CREW AND TRAINEES

This agreement covers Salaried Heads of Department (HOD), Salaried Associate Heads of Department (AHOD) and Casual EMPLOYEES.

7.01 The EMPLOYER agrees to employ a minimum of Department Head(s) in the following venues and departments for the period of time when the EMPLOYER operates its facilities:

Jack Singer Concert Hall	Stage, Lighting, Audio
Max Bell Theatre	Stage, Lighting, Audio
Martha Cohen Theatre	Stage, Lighting, Audio
Engineered Air Theatre	Head Technician
Big Secret Theatre	Head Technician
Motel Theatre	Head Technician
Misc. Venue/Activities at Arts Commons with technical support required	Head Technician

In addition, the HODs will maintain a list of Casual Alternate Heads (CAH) and casual EMPLOYEES and will provide such lists to the UNION.

When the COMPANY presents in a venue that is not operated by the COMPANY, first consideration will be given to the venue’s HODs followed by their AHODs as per Article 2.11 and 2.12.

7.02 The terms and conditions of casual EMPLOYEES shall be as hereinafter set forth in this Article.

Where the EMPLOYER deems necessary, additional personnel may be engaged on a casual basis to supplement Heads and Associate Heads of Department EMPLOYEES.

7.03 (a) Each department shall have a Head of Department, and all work will be assigned to departments and individuals within a department by management, with the consultation of the applicable HOD.

- (b) All work shall be assigned within the following departmental structure:
 - (i) Stage
 - (ii) Lighting
 - (iii) Sound
 - (iv) Video, when applicable
 - (v) Wardrobe, when applicable (including Hair and Make-Up with UNION approval which will not be unreasonably withheld).
 - (c) The assignment of responsibilities for additional running crew members shall be decided upon by the EMPLOYER after joint discussion with Heads of Department and the Steward.
- 7.04 (a) Further, a minimum of one Head of Department, Associate Head of Department, or Casual Alternate Head shall be in attendance on-stage, except as specified above, during all times a stage is in use, with the following exceptions:
- (i) While being used for venue tours guided by the Production Manager, Associate Production Manager or other Senior COMPANY EMPLOYEES as authorized by the EMPLOYER.
 - (ii) When small venues such as the Engineered Air Theatre (EAT) or Lobby are used and only require pre-set lighting and/or plug-n-play audio system as authorized by the EMPLOYER.
 - (iii) During any other activity which is accepted by consent between the Steward for the UNION and the EMPLOYER.
- (b) For Calgary Philharmonic Orchestra rehearsals, the minimum running crew shall be one (1) HOD, AHOD or CAH, plus any other required departments. When sound equipment other than standard acoustic program sound or Clear Comm is required, the Sound Head shall be required.
- (i) The minimum notice to alter the number of Heads of Department on any rehearsal is forty-eight (48) hours.
 - (ii) For Calgary Philharmonic Orchestra dress rehearsals, the minimum running crew shall be the Head of Lighting and Head of Stage.
- 7.05 All EMPLOYEES will work together in any and all departments when required to expedite the installation and running of any and all COMPANY productions. The EMPLOYER will not knowingly place an EMPLOYEE in a department when the EMPLOYEE has no skill or knowledge in that department.
- 7.06 Heads of Department are considered Working Heads. They shall not be required to unload or load equipment from any truck or perform any duties usually associated with Truck Loaders.

TRAINEES

- 7.07 (a) The PARTIES agree that, to facilitate training and development of individuals, working in pursuit of a career in technical theatre, the EMPLOYER may partner a maximum of one (1) TRAINEE worker to each Department with the appropriate Head's agreement. The TRAINEE must be acquired from the UNION dispatch office unless mutually agreed otherwise. In this case, a permit may be granted by the UNION for the specific period of training required.
- (b) The EMPLOYER and the UNION shall, in concert with the TRAINEE, prepare a Training Goals Statement and a Training/Work Schedule prior to the engagement of the TRAINEE. The EMPLOYER and the partnered EMPLOYEE must approve the Statement and Schedule.
- (c) The TRAINEE shall perform work, as scheduled, and assigned, with as much supervision as the partnered EMPLOYEE, in consultation with the Production Manager, deems necessary in order to preserve the integrity of the work to be done and to facilitate proper training.
- (d) The engagement of TRAINEES shall never result in the layoff or displacement of any UNION member.
- (e) All TRAINEES shall be paid in accordance with this Collective Agreement and shall be bound by the conditions contained herein.
- 7.08 By agreement of the EMPLOYER and the UNION, the EMPLOYER may use TRAINEES in any area under the jurisdiction of the UNION provided such TRAINEES are part of a work experience program and/or demonstrate specialized skills and a desire to work in the industry. TRAINEE positions are not meant to displace an I.A.T.S.E. member but be an additional position. The EMPLOYER will consult with the appropriate Head of Department before putting a TRAINEE under their supervision.

ARTICLE 8 - TRAINING AND DEVELOPMENT

- 8.01 It shall be the responsibility of the EMPLOYER, in co-operation with the Salaried EMPLOYEES, to ensure that EMPLOYEES' skills are upgraded with the changing technologies applicable to their particular specialization.
- 8.02 Realising that Salaried EMPLOYEES are in the best position to recommend topics for training and development courses, seminars and workshops, the EMPLOYER agrees to give full consideration to topics suggested by the Salaried EMPLOYEES and the UNION.
- 8.03 Where possible, and in co-operation with the EMPLOYER, the UNION shall provide qualified trainers in specific areas who, when mutually agreed upon by the UNION and the EMPLOYER, shall lead such courses, seminars and workshops or portions thereof.
- 8.04 Reimbursement for salaried-EMPLOYEE training will be as per the COMPANY policies.

- 8.05 The EMPLOYER agrees that time spent by Salaried EMPLOYEES in training and development courses, e.g., job shadowing, seminars and workshops, shall be paid at Salaried EMPLOYEES' applicable rate plus benefits.

ARTICLE 9 - WORKING CONDITIONS

- 9.01 Any unsafe equipment or conditions will be brought to the Production Manager's or their designate's attention for immediate resolution. In the event a dispute cannot be resolved, it shall be referred to an Alberta Occupational Health and Safety (OHS) officer for resolution. Any hazardous situations are to be avoided and other work shall continue while the situation is resolved.

An EMPLOYEE'S refusal to undertake any hazardous work shall in no way be held against the EMPLOYEE or prejudice their employment.

HEALTH AND SAFETY

- 9.02 (a) The EMPLOYER will strictly adhere to and conform to all rules, guidelines and/or regulations contained in the applicable City, Provincial and Federal statutes, acts, and regulations.
- (b) The EMPLOYER agrees that all persons employed under this Agreement shall have the full protection available under the Workers' Compensation Act of the Province of Alberta.
- (c) The EMPLOYER further agrees that in the event of injury on the part of any EMPLOYEE who subsequently qualifies for Workers' Compensation, the EMPLOYER shall pay to the EMPLOYEE an amount equal to the difference between the EMPLOYEE'S salary and the current rate of compensation as a benefit drawn against accumulated sick leave to be determined by the prevailing rate of compensation, provided such time is within the limits of the period set out in this Agreement in Article 14.02.
- (d) The EMPLOYER will provide appropriate medical/first aid supplies required by law and will maintain a properly stocked first aid kit, which will include feminine-hygiene products, that will be available to all crews wherever the work may be. The EMPLOYER will provide first aid training (standard level) so as to have sufficiently trained personnel as per the first aid regulations of Alberta.
- (e) When an EMPLOYEE is unable to complete a shift because of an incapacitating injury sustained during the normal course of work, the injured EMPLOYEE will be paid for the entire shift of work, in which the injury occurred, at the applicable rate. All time spent in travel to and from the hospital will be paid.

It is agreed that the workplace shall be a healthful and safe environment in accordance with Provincial laws. To this end, the EMPLOYER will provide all EMPLOYEES with its policies, including but not limited to: respectful workplace, code of ethics and conduct and

any other policies that maintain a safe environment.

- (f) It is the responsibility of the EMPLOYER to inform the I.A.T.S.E. Local 212 Stage Business Agent or designate of all accidents and forward copies of inspection reports and accident investigation reports to said UNION representative. The UNION Stage Business Agent shall have access to all first aid reports. Reports supplied to the UNION Stage Business Agent shall not contain information of a personal nature.
- (g) The EMPLOYER shall arrange for, and/or provide, sanitary facilities on all work locations as required by the Alberta Occupational Health and Safety Act, Regulation and Code.
- (h) It is the responsibility of the EMPLOYER to ensure proper respiratory protection of the EMPLOYEES. Such protection would include appropriate ventilation and air flow, and the availability of respirators for painting, construction, and metal work. EMPLOYEES shall use proper protection when required.

9.03 A Joint Health and Safety committee shall be formed and shall consist of the EMPLOYER'S designate, a UNION Steward and one Salaried EMPLOYEE.

FIT FOR DUTY

9.04 To ensure the safety of all individuals, EMPLOYEES are expected to report to work Fit for Duty and to remain Fit for Duty throughout their shift, and at all times in conjunction with the performance of their duties.

Fit for Duty means that a worker is physically, physiologically, and psychologically capable and competent of safely performing their tasks without limitations resulting from, but not limited to, the use or after-effects of drugs, alcohol, and/or medications; the misuse of or failure to take prescribed medications; and/or extreme fatigue, malnutrition, or stress.

An I.A.T.S.E. Local 212 member who fails to report fit for duty may be immediately removed from the call. The COMPANY will ensure that the member has a safe way to travel home. The incident must be written up in full detail in the Head of Stage's Incident Report and the Production Manager or their designate must be informed of the incident before the call in question is completed. The member shall be paid for only the hours worked.

REQUIRED TOOLS AND CLOTHING

9.05 All EMPLOYEES who report for work shall be equipped with their own basic minimum tools as determined by the Head of Department and the EMPLOYER. Each HOD will, on an annual basis, supply the EMPLOYER with a list of the tool requirements for their department.

9.06 The EMPLOYEE shall wear "Dress Blacks" whenever their work takes place in view of an audience.

- 9.07 “Dress Blacks” shall consist of a black shirt with collar and long sleeves (free of graphics and logos), black trousers and black shoes and socks or of similar nature.
- 9.08 The EMPLOYER will reimburse Salaried EMPLOYEES for items purchased for “Dress Blacks” wear, when presented with valid proof of purchase, up to an annual fiscal year maximum of \$150.00. Unused portions of this allowance cannot be carried over to the following fiscal year.
- 9.09 After one season of employment, Salaried EMPLOYEES shall be eligible for a personal equipment replacement subsidy. This subsidy, provided by the EMPLOYER, shall be extended up to a maximum of one hundred dollars (\$100.00) once per twelve (12) month period as requested by the EMPLOYEE and approved by the EMPLOYER upon presentation of receipt of purchase.
- 9.10 When the EMPLOYEE is approved to use their personal vehicle for work purposes, the EMPLOYEE will be paid, in addition to their applicable hourly rate, the applicable Canada Revenue Agency Rate per kilometre driven; plus any related parking expenses.

ARTICLE 10 - CREW CALLS

The term "Call" shall be defined as a continuous period of work.

- 10.1 Rest breaks shall be calculated at five (5) minutes per hour of work and will be no less than fifteen (15) minutes as per Article 12.10 (a).
- 10.2 For performances that are scheduled longer than three and one half (3 ½) hours every reasonable effort shall be made to provide the Employee with a twenty (20) minute rest break during the performance. Strategies such as requiring a thirty (30) minute intermission, changing out the House Crew, or scheduling temporary coverage of House Crew positions may be considered during the discussions between the House Crew and the Production Manager or their designate. While always working in a spirit of good faith and mutual respect, client requirements and the technical needs of the performance will both be taken into consideration to ensure the best feasible solution. When possible, these discussions shall be made in advance or preferably at the Production Department meeting prior to the performance in question.
- 10.3 The first call of the day shall be a minimum of:
- a) Three (3) hours, provided the total number of hours worked during the first two (2) calls is a minimum of six (6) hours and provided there is only one (1) meal break of not more than one and one half (1.5) hours between the first two (2) calls, otherwise the call is four (4) hours.
- 10.4 If subsequent calls within a day are separated by one and one half (1.5) hours or less, then the minimum duration of each call shall be two (2) hours.
- 10.5 If calls within a day are separated by more than one and one half (1.5) hours, then the

minimum duration of the subsequent call shall be four (4) hours.

The term "Show Call" shall be defined as a continuous period of work that includes a performance.

- 10.6 A "Show Call" for House Crew shall normally commence sixty (60) minutes prior to the scheduled house opening.
- 10.7 In the following instances the Show Call must commence at least sixty (60) minutes prior to the house opening:
 - a) The Show Call is the first call of the day.
 - b) All Calgary Philharmonic Orchestra public performances, excluding Open Rehearsals.
- 10.8 For the purpose of making the stage ready for performance, the House Crew shall have primary, continuous use of the stage for a minimum of thirty (30) minutes during the Show Call, prior to the house opening.
- 10.9 Depending on the technical requirements of the show, the House Crew may require primary, continuous use of the stage for more than thirty (30) minutes. The following instances each require at least an additional fifteen (15) minutes of primary, continuous use:
 - a) The Show Call is the first call of the day
 - b) When the show requires a sound check, rehearsal or additional set up.
- 10.10 The Show Call may need to commence earlier than the normal sixty (60) minutes prior to the house opening when sound checks, rehearsals or additional set up are scheduled in the Show Call.
- 10.11 In some instances, such as, but not limited to those listed below, members of the House Crew may be asked to commence the Show Call less than sixty (60) minutes prior to the house opening. In these instances, the House Crew shall have the primary, continuous use of the stage for a minimum of thirty (30) minutes and if technical requirements make it necessary, additional time shall be allowed to make the stage ready for performance:
 - a) Consecutive performances of essentially the same show on the same day.
 - b) Stand-up comedy shows with limited technical requirements.
 - c) A show where the full house sound and lighting systems are not being used.
- 10.12 The decision to commence the Show Call less than sixty (60) minutes prior to the house opening shall be made by mutual agreement between the House Crew and the Production Manager or their designate. When possible, these discussions shall be made in advance or preferably at the Production Department meeting prior to the performance in question.
- 10.13 The Show Call shall be considered to be complete when the audience has exited, and the venue has returned to work light. In instances where the ushering staff are present and there are a few audience members remaining in the house following the completion of the

performance, the Head of Stage, in consultation with the other department heads, may determine the end of the Show Call and the return-to-work lights.

- 10.14 (a) Twenty-Four (24) hours' notice must be given for any cancellation of a call or performance.
- (b) Twenty-Four (24) hours' notice is required for any other changes to calls such as hours of work, or time of the call, where practicable.
- (c) Calls or performances may be cancelled due to the occurrence of a Force Majeure Event without penalty providing notice is given a minimum of two (2) hours prior to the commencement of the call or show call. If proper notice is not given, then a four (4) hour call will be paid to the affected scheduled EMPLOYEES.
- (d) In this Article, a Force Majeure Event shall include but not be limited to:
- damage to any space leased, rented or otherwise acquired by the COMPANY rendering it unfit for use or occupation;
 - acts of civil disturbance;
 - war or acts, or threatened acts, of terrorism or vandalism;
 - acts of God

Acts of God shall include but not be limited to:

- uninsurable events
 - temperature extremes, which threaten life or limb,
 - violent storms of rain, snow, sleet, lightning or wind,
 - earthquake, flood, eruption, epidemic, famine, meteor shower or other disturbances by heavenly bodies,
 - any other act not herein defined which is agreed between the EMPLOYER and a UNION Representative of Local 212 at the time of its occurrence as being an Act of God.
- 10.15 The EMPLOYER, in conjunction with the Heads of Department, agrees to publish a work schedule, as far in advance as possible. A copy will be sent to each Salaried EMPLOYEE, and one to the UNION Office upon request.
- 10.16 (a) The EMPLOYER, whenever practicable, shall provide seven (7) days' notice in writing to the UNION with regards to requests for any over-hire crewing.
- (b) The HODs, whenever practicable, shall provide fourteen (14) days' notice to CAHs with regards to requests for any CAH calls.

10.17 Union dispatch calling policy will be as follows:

Countdown to “Call”	Response Time
More than 72 hours	6 hour response time
24 to 72 hours	2 hour response time
Less than 24 hours	First available reached in person

ARTICLE 11 - HOURS OF WORK

11.01 Work Week

The basic work week shall be forty (40) hours worked from Sunday to Saturday inclusive.

11.02 Workday

The basic workday shall be eight (8) hours, exclusive of meal breaks which will normally be one (1) hour.

There shall be a minimum of nine (9) hours overnight rest between the end of one workday and the beginning of the next.

If there is an infringement of overnight rest, the Employee shall be paid two (2) times the EMPLOYEES regular rate until such time as they receive a nine (9) hour rest period.

EMPLOYEES shall be paid in thirty (30) minute increments and will not be required to work in excess of sixteen (16) hours in one day, including all applicable meal breaks.

An EMPLOYEE who is called to work and subsequently reports for work shall receive a minimum of four (4) hours' remuneration at the prevailing rate per workday unless the first call of the day is three (3) hours pursuant to Article 10.03. A return to work after a break of one and one half (1.5) hour or more will constitute a new four (4) hour call. This article shall not apply if the decision to 'split-shift' was made by the EMPLOYEE.

11.03 Daily Calculation of Overtime

EMPLOYEES shall be paid at one and one half (1.5) times the base rate for all hours worked in excess of eight (8) in a day and two (2) times the base hourly rate for all hours worked in excess of twelve (12) per day.

Only the first eight (8) hours of a day will count towards the calculation for weekly overtime.

11.04 Weekly Calculation of Overtime

All work done in excess of:

Forty (40) hours shall be paid at one and one half (1 ½) times the base rate.
Sixty (60) hours shall be paid at two (2) times the base rate.

Only one of either the above Daily or Weekly calculations (whichever is greater) shall apply to the same hour of work.

- (a) Salaried EMPLOYEES will bank overtime hours which will be recorded at the rate of one and one half (1.5) for each overtime hour or two (2) times for each double-time hour worked.
- (b) When time off in lieu is taken by salaried EMPLOYEES, those hours will first be deducted from any overtime earned in that same pay week. Hours taken off in excess of overtime earned in the week will be deducted from banked overtime.
- (c) Banked overtime must be used within six (6) months. Any unused banked time remaining after six months will be calculated and paid out at the Salaried EMPLOYEE'S applicable base hourly rate.
- (d) For hours worked between 0:00h and 08:00h, the rate of pay shall be calculated at one and one half (1½) times the EMPLOYEE'S base rate of pay, or the applicable hourly rate, whichever is greater
- (e) When an EMPLOYEE'S day commences before 0700h., and continues beyond 0700h, the rate of pay shall be calculated at two (2) times the EMPLOYEE'S base rate of pay until 0700h.

When an EMPLOYEE'S day commences at or before 0400h, and continues beyond 0800h, the rate of pay for the hours after 0800h shall be calculated at one and on half (1.5) times the EMPLOYEE'S base rate of pay, or the applicable hourly rate, whichever is greater, until here has been a period of overnight rest.

- (f) The normal rest period shall be nine (9) hours between the wrap up of one day and the beginning of the next call.
- (g) Encroachment by the EMPLOYER on the nine (9) hour rest period shall be paid at two (2) times the EMPLOYEES regular rate until such time as they receive a nine (9) hour rest period. All of these "encroachment" hours shall contribute towards an EMPLOYEE'S weekly calculations for overtime.

11.05 Day(s) Off

- (a) Normally there shall be at least one (1) day of rest within each work week. The day of rest shall be at the mutual convenience of the EMPLOYEE and EMPLOYER. For this purpose, a day of rest shall be defined as an unbroken period of twenty-four (24) hours.
- (b) Notwithstanding the above, it is understood that from time to time it may not be possible to schedule a day of rest within a given week. In this case the day of rest may be deferred by mutual agreement and be taken in the following week.
- (c) Should an EMPLOYEE be required to work more than eight (8) days without a day of rest then that EMPLOYEE shall be paid a rate two (2) times that of their regular rate of pay for all work, commencing on the ninth (9th) day, until such time as they have a day of rest.
- (d) Under no circumstances will the EMPLOYEE be required to work more than ten (10) consecutive days without a day of rest.

ARTICLE 12 - MEAL AND REST BREAKS

Meal Breaks:

- 12.01 A meal break of one (1) hour, without pay, shall be given to the EMPLOYEES after working no fewer than three (3) hours and no more than (5) hours.
- 12.02 Provided that the Show Call does not exceed the time limits of the above clauses, work may continue after the performance without the need for a meal break. A meal break is required after seven (7) hours of continuous work.
- 12.03 If it is impossible for the EMPLOYEE to receive a meal break as per above, then each subsequent hour shall be paid at the rate of two (2) times the EMPLOYEE's regular rate of pay until such time as the meal break is provided.
- 12.04 In addition, the EMPLOYEE shall receive a meal allowance of thirty (\$30) dollars, or an acceptable meal provided by the producer at no expense to the EMPLOYEE.
- 12.05 If the EMPLOYEE is already being paid at the rate of two (2) times the EMPLOYEE's regular rate of pay, due to having worked more than twelve (12) hours in one day, then the EMPLOYEE shall be paid an additional one hour at the prevailing rate plus a meal allowance of thirty (\$30) dollars.
- 12.06 An EMPLOYEE shall not be required to work more than eight (8) hours without a meal break.
- 12.07 Once during each day an EMPLOYEE may be asked to take a paid, half-hour meal break. The EMPLOYEE will be given a one half (1/2) hour break and shall be paid at the prevailing rate for that one half (1/2) hour. This one half (1/2) hour shall be included in the total hours worked in the day.

12.08 Should any subsequent meal break be less than one (1) hour, the EMPLOYEE will be given at least a one half (1/2) hour break and shall be paid at the rate of two (2) times the EMPLOYEE's regular rate of pay for that one half (1/2) hour plus a meal allowance of thirty (\$30) dollars.

12.09 Meal break infringement hours worked shall be included as hours counted to reach the daily threshold hours for the purposes of overtime calculations as set out in Article 11.04

12.10 Rest Breaks

- (a) Rest breaks during all calls other than rehearsals and performances are to be a minimum of five (5) minutes per hour of work. Rest breaks will fall at approximately the midpoint of the call, and shall be called by the appropriate party. Rest breaks during rehearsals, including lighting and sound rehearsals shall be at the mutual agreement of the parties concerned, at an appropriate point of the call and for no less than fifteen (15) minutes.
- (b) Booth crews and operators in restricted movement positions (e.g., follow spot operators) shall be given a break not later than two and one-half (2 1/2) hours after the beginning of their time in the booth or restricted movement positions during rehearsals. The break shall not be less than twenty (20) minutes. It shall be assumed that deck crew shall have generous access to facilities during their call and shall not require more than one formal fifteen (15) minute coffee break.
- (c) During performances, a rest break may be permitted at any single or subsequent intermission or during the performance provided that the EMPLOYEE'S work obligation shall in no way be interrupted by such rest break, and that such coffee break shall be a total minimum of fifteen (15) minutes per show call.
- (d) If such break(s) is not provided, then the time missed shall be added to the end of the shift and paid out at the applicable rates and conditions.

ARTICLE 13 – STATUTORY HOLIDAYS

GENERAL HOLIDAYS

13.01(a) The following days shall be deemed to be recognised General Holidays:

New Year's Day	Christmas Day
Family Day	Boxing Day
Good Friday	
Victoria Day	
Canada Day	
August Civic Holiday (Heritage Day)	
Labour Day	
*National Day for Truth and Reconciliation	
Thanksgiving Day	
Remembrance Day	

And any other Federally or Provincially declared General Holiday

* NDTR will be a day of learning, and not a paid holiday.

- (b) All Salaried EMPLOYEES qualify for all General Holidays. All other EMPLOYEES qualify for General Holidays if they work on the Holiday itself and, in addition, have met one of the following:
 - (i) has worked for ten (10) days in the preceding thirty (30) days, or
 - (ii) has worked thirty (30) days in the preceding twelve (12) months.
- (c) EMPLOYEES who qualify for General Holiday pay shall receive eight (8) hours of pay for General Holidays at the EMPLOYEE'S regular Jack Singer Concert Hall rate, with the exception of NDTR.
- (d) In addition, EMPLOYEES who work on a General Holiday (excluding NDTR) shall be paid one and a half (1.5) times the appropriate venue rate for the first eight hours worked and two (2) times the appropriate venue rate for all hours worked in excess of eight (8) hours, except where a greater premium applies.
- (e) On a General Holiday, either eight (8) hours or actual time worked, whichever is greater, shall contribute towards the weekly thresholds for overtime. These hours shall fill thresholds as if they had been worked as "regular hours" in Clause 11.03. If called to work on a General Holiday, the minimum call time shall be not less than four (4) hours.
- (f) General Holidays shall commence at 0:00h and end at 23:59h.
- (g) Casual EMPLOYEES engaged for a specific period of time or project, as verified by the appropriate Head of Department, shall not be scheduled or replaced so as to avoid

the payment of a general holiday pay for which they would reasonably have been entitled.

- (h) **Office Closures** – Salaried EMPLOYEES will observe office closures as per Arts Commons' Policy.

ARTICLE 14 – VACATION DAYS, SICK DAYS and FLEX DAYS

- 14.01 (a) Salaried EMPLOYEES are entitled to accrue vacation time commencing on their first day of employment. Vacation entitlement is to be determined according to years of service as referenced in Appendix C.
- (b) CASUAL EMPLOYEES covered by this Collective Agreement shall receive six (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.

SICK LEAVE

- 14.02 (a) All Salaried EMPLOYEES are granted the equivalent of ten (10) sick-leave days totalling eighty (80 hours) each year.
- (b) In the event a Salaried EMPLOYEE is sick for a period longer than their accumulated sick leave, the Salaried EMPLOYEE, as per EMPLOYERS Health & Wellness (Sick Leave) policy, can work with Human Resources to be placed on short-term disability. In addition, the EMPLOYER will hold the position open for the Salaried EMPLOYEE for a period of not less than six (6) months.
- (c) EMPLOYEE'S will track their sick leave on their timesheets.

FLEX DAYS

- 14.03 Salaried EMPLOYEES shall have up to four (4) Flex Days per fiscal year, at a maximum of one per quarter and must be approved at least one week in advance. Only two of the four days in any fiscal year can be taken off the day before or the day after a paid statutory holiday. Flex Days cannot be carried over into the next quarter or fiscal year. Salaried EMPLOYEES will not be paid for unused Flex Days.

ARTICLE 15 - BENEFITS

All Salaried EMPLOYEES are entitled and can participate in all benefits provided via EMPLOYER polices including, but not limited to, any monetary bonuses, Day of Giving, and Lifestyle Allowance.

Monetary bonuses are bonuses paid outside of any COLA (cost of living allowance) increases.

HEALTH BENEFITS

15.01 All Salaried EMPLOYEES will receive EMPLOYER health benefits as per EMPLOYER policy. The EMPLOYEE will contribute towards premiums as per EMPLOYER policy. All CASUAL EMPLOYEES will be enrolled in I.A.T.S.E. Local 212's Health Benefits Plan. The EMPLOYER will remit four-and-half (4.5%) percent of the EMPLOYEE's gross earnings to the UNION to administer the plan for the EMPLOYEE. This contribution shall be forwarded to the UNION on a monthly basis together with an electronic spreadsheet detailing individual earnings and contributions.

For all salaried EMPLOYEES, coverage for all benefits shall be in place from the commencement of employment through to cessation date.

Benefits for salaried EMPLOYEES may be pro-rated at the Commencement of Employment for the month in which employment begins.

REGISTERED RETIREMENT SAVINGS PLAN (R.R.S.P.)

SALARIED EMPLOYEES - HODs and AHODs

15.02 The EMPLOYER acknowledges that this Agreement provides for the continuance or establishment of a R.R.S.P. on behalf of all Heads of Departments and Associate Heads of Department. Both the EMPLOYEE and EMPLOYER will contribute five (5%) percent of the EMPLOYEE'S Annual Base Salary into the R.R.S.P.

Casual Employees (Members)

Casual EMPLOYEES will be enrolled in the UNION's R.R.S.P. The EMPLOYER agrees to contribute to the R.R.S.P. an amount equal to five (5%) percent of the EMPLOYEES gross wages as per the Payroll Reference Sheet (Appendix D).

It is agreed that contributions shall be made to the Canadian Entertainment Industry Retirement Plan (CEIRP) for the EMPLOYEE, and that such contribution shall be made from the first day of employment at such rates as are herein agreed.

UNION PERMITS (NON-MEMBERS)

For EMPLOYEES who are not UNION members, the amount equal to the EMPLOYER'S contribution five (5%) percent shall be paid directly to the EMPLOYEE on each pay cheque.

15.03 The EMPLOYER shall provide to Salaried EMPLOYEES an annual Lifestyle Allowance of three-hundred dollars (\$300) per fiscal year. Refer to the COMPANY'S Lifestyle Allowance policies and procedures for additional requirements and qualifications.

ARTICLE 16 - YELLOW CARD AND TRAVELLING

16.01 The EMPLOYER agrees to honour the minimum crew specified by the Yellow Card (INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS and ALLIED CRAFTS OF THE UNITED STATES ITS TERRITORIES AND CANADA TRAVELLING ATTRACTION MINIMUM CREW REQUIREMENTS CARD) where such is applicable and further agrees not to reduce the number of EMPLOYEEs working the performances of an incoming or travelling production unless such show has been modified.

ARTICLE 17 - UNION DUES AND PAYMENT OF WAGES

17.01 The EMPLOYER agrees to deduct from the wages of those EMPLOYEEs who are paid through the EMPLOYER (such as the Head of Departments and Associate Head of Departments) covered under this Agreement an assessment of an amount which may be set from time to time by the UNION, deducted from the gross earnings (wages plus vacation pay), for UNION dues and will remit the amount of such deductions to I.A.T.S.E. Local 212, together with an electronic spreadsheet statement showing the names of all those in respect of whom deductions have been made and the amount of each deduction delivered to the UNION on a monthly basis. The UNION agrees to give the EMPLOYER at least one (1) month written notice of an assessment adjustment.

17.02 (a) Each Salaried EMPLOYEE and Casual Alternate Head will submit an electronic version of their timecard. Upon submission of an individual timecard, no later than 0900h on Monday of the week following the work, shall be paid by the EMPLOYER on the Friday of a bi-weekly pay schedule, all wages due in full as determined by Appendix B - Rate Sheet.

(b) Time worked shall be recorded and paid to the nearest, greater half (0.5) hour.

UNION BUSINESS

17.03 Any EMPLOYEE of the COMPANY that has been appointed by the UNION to conduct business on the UNION'S behalf shall be granted Leave of Absence without pay for a reasonable time subject to the following conditions:

- (a) The UNION agrees to notify the COMPANY in writing at least fourteen (14) calendar days prior to the request for such Leave of Absence, or the COMPANY need not grant leave;
- (b) The COMPANY reserves the right to refuse such permission, subject to consideration of efficiency of production operations; and
- (c) The COMPANY shall not be required to pay for the training of a replacement for any EMPLOYEE on such Leave of Absence.

ARTICLE 18 – BEREAVEMENT, JURY DUTY & PARENTAL/ADOPTION LEAVE

BEREAVEMENT

18.01 After ninety (90) consecutive days of employment, the EMPLOYER agrees that in the case of the death of a spouse, parent, father-in-law, mother-in-law, child, brother, sister, or brother-in-law, sister-in-law, son or daughter-in-law, grandparent, grandchild, former guardian, ward or fiancée, or any other relative who has been residing in the same household, an EMPLOYEE shall be granted up to five (5) consecutive days leave with pay. Where the burial occurs outside the province, such leave shall be seven (7) consecutive days: five (5) days with pay and two (2) days leave without pay.

JURY DUTY

18.02 After ninety (90) consecutive days of employment, if a Salaried EMPLOYEE (HOD or AHOD) is summoned for jury duty, the EMPLOYER shall pay the EMPLOYEE the difference between the jury pay and his regular salary, upon receipt of a certificate from the court stating the amount of jury pay received and the time served. In special circumstances, the EMPLOYER reserves the right to request that the EMPLOYEE be excused from jury duty in respect of his obligations to a given production, by means of a written request from the EMPLOYER to the court.

MATERNITY/PARENTAL/ADOPTION LEAVE

18.03 Salaried EMPLOYEES who have been employed with the EMPLOYER for ninety (90) consecutive days are entitled and will be granted parental leave, as per EMPLOYER policy. This leave is without pay and shall not exceed thirty-seven (37) consecutive weeks in duration. Parental /Adoption leave must conclude not later than fifty-two (52) weeks after the day the child is born or comes into the custody, care, and control of a parent for the first time.

ARTICLE 19 - DURATION AND TERMINATION OF AGREEMENT

19.01 (a) The Parties undersigned 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 the Expiry date of xx xx 2025, and from year to year thereafter unless either Party to this Agreement has given not less than sixty (60) days notice and not more than one-hundred twenty (120) days prior to the Expiry date, or any subsequent Anniversary date of this Agreement, of its intention to change the Agreement. Negotiations pertaining to any desired change must be commenced within ten (10) to twenty (20) days after the date of issuance of said notice.

(b) This Agreement shall continue in full force and effect until a new Collective Agreement is concluded or a lawful strike or lockout commences.

(c) It is further understood and agreed that regardless of any of the provisions contained in this Collective Agreement, the Parties hereto may mutually agree to an amendment of any provisions of this Collective Agreement during the term thereof; it being understood that such revisions before becoming effective require the consent of both Parties hereto and no matter arising pursuant to this Clause shall be capable of being referred to arbitration or conciliation.

(d) The Parties agree to meet not less than once per year to review and discuss concerns or issues raise by either party with respect to the provisions of this collective agreement. The purpose of these meetings is to promote harmonious relations and to ensure adequate communications between all parties.

SIGNATURE PAGE

Signed for the UNION:

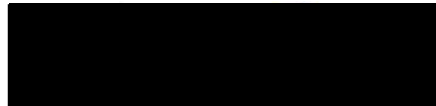
I.A.T.S.E. Local 212
#201, 208 57th Avenue S.W.
Calgary, Alberta
T2H 2K8

Signed for the COMPANY:

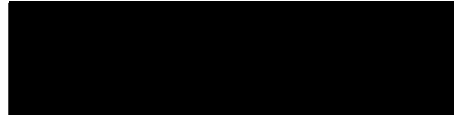
Arts Commons
205 – 8th Avenue S.E.
Calgary, Alberta
T2G 0K9



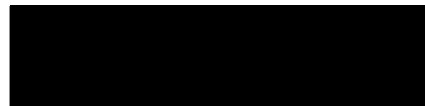
Stage Business Agent – Ian Wilson



President – Damian Petti



President and CEO – Alex Sarian



Vice President and Chief Operating Officer – Colleen Dickson

Signed this 24th day of February, 2023 in Calgary, Alberta.

APPENDIX A - DEFINITIONS

- (1) The term “TRAINEE EMPLOYEE” (TRAINEE) whenever used in this Agreement shall mean an EMPLOYEE who is hired to observe and learn a particular craft. A TRAINEE EMPLOYEE shall only be permitted to work with the supervision of a Salaried EMPLOYEE and shall not displace any bargaining unit EMPLOYEES. A TRAINEE EMPLOYEE can only be kept employed in this capacity for a total period of not more than sixty (60) days or any further period agreed to between the appropriate Head of Department and the Production Manager.
- (2) The term “PERMITEE EMPLOYEE” or “PERMIT EMPLOYEE” whenever used in this Agreement shall mean an EMPLOYEE who is not a member of the UNION, but who shall have a formal arrangement with the UNION in order to receive work privileges and in accordance with Article 2.07 of this Agreement.
- (3) The term “PARTIES” whenever used in this Agreement shall mean either the UNION or the EMPLOYER.
- (4) The Pay Period shall be one full week starting at 0:00h Sunday through to 23:59h the following Saturday.
- (5) The term Member whenever used in this Agreement shall mean a member of the UNION.
- (6) Shop Steward means the I.A.T.S.E. 212 member(s) who has been appointed or elected to be the Local’s on-site representative. Shop Stewards are legally recognized and can act as a first point of contact for members and management. However, Shop Stewards do not have authority to make decisions on behalf of the union or its members (such as filing grievances), nor do they have signing authority.
- (7) A "Call" shall be defined as a continuous period of work.
- (8) A “Show Call” shall be defined as a continuous period of work that includes a performance.
- (9) “House Crew” shall be defined as the Heads of Department (HOD), Associate Heads of Department (AHOD) or Casual Alternate Heads (CAH) which are assigned to a call.
- (10) “Grievance Committee” shall be defined as a committee comprised of the UNION Steward(s), a Representative of the UNION and the Head of Department involved in a grievance procedure.

APPENDIX B - WAGE SHEET

These wages are the minimum to be paid on a per hour basis, paid in Thirty (30) minute increments.

Ratification - August 31, 2023		Venue	
Employee Category	Jack Singer Concert Hall	EAT/Misc Venues	
Arts Commons Head of Department**	\$35.00	\$35.00	
Arts Commons Associate Head of Department**	\$33.00	\$33.00	
EAT Coordinator**		\$29.50	
Casual Alternate Head**	\$31.50	\$28.50	
Casual Running Crew*	\$30.00	\$27.50	
Casual Stagehand*	\$29.00	\$26.50	
Trainee*	\$24.75	\$24.75	
Sept. 1, 2023 - August 31, 2024		Venue	
Employee Category	Jack Singer Concert Hall	EAT/Misc Venues	
Arts Commons Head of Department**	\$36.05	\$36.05	
Arts Commons Associate Head of Department**	\$33.99	\$33.99	
EAT Coordinator**		\$30.39	
Casual Alternate Head**	\$32.50	\$29.36	
Casual Running Crew*	\$31.00	\$28.33	
Casual Stagehand*	\$30.00	\$27.30	
Trainee*	\$25.50	\$25.50	
Sept. 1, 2024 - August 31, 2025		Venue	
Employee Category	Jack Singer Concert Hall	EAT/Misc Venues	
Arts Commons Head of Department**	\$36.77	\$36.77	
Arts Commons Associate Head of Department**	\$34.67	\$34.67	
EAT Coordinator**		\$30.99	
Casual Alternate Head**	\$33.25	\$29.94	
Casual Running Crew*	\$31.75	\$28.89	
Casual Stagehand*	\$30.75	\$27.84	
Trainee*	\$26.00	\$26.00	

* Work performed at the Max Bell or Martha Cohen Theatres will follow the rates in the applicable collective agreements.

**Categories that are paid through Arts Commons. All other categories will be processed through StagePay212.

The EMPLOYER will include with each pay cheque an itemized statement of the hours worked for the pay period and the corresponding rates of pay, benefits, and payroll deductions.

The EMPLOYER will make its best effort to include the following information:

- i) the number of regular hours worked during the pay period;
- ii) the number of overtime hours worked during the pay period;
- iii) the number of regular earnings during the pay period;
- iv) the number of overtime earnings during the pay period;
- v) the amount of regular earnings year to date;
- vi) the amount of overtime earnings year to date;
- vii) the amount of R.R.S.P. contributed by the EMPLOYER;
- viii) the amount of R.R.S.P. contributed by the EMPLOYEE;
- ix) vacation pay amount;
- x) UNION working assessment.

APPENDIX C - VACATION CALCULATIONS

If Vacation Entitlement starts at 2 weeks Entitlement

In weeks	In hours	In days	Accrual per month (based on full time employment)	Move to next level of entitlement	Move to Level
2	80	10	0.83 days	Having completed 2 years at anniversary date	3 weeks
3	120	15	1.25 days	Having completed 5 years at anniversary date	4 weeks
4	160	20	1.67 days	Having completed 10 years at anniversary date	5 weeks
5	200	25	2.08 days	Having completed 15 years at anniversary date	6 weeks
6	240	30	2.50 days	n/a	

If Vacation Entitlement starts at 3 weeks

In weeks	In hours	In days	Accrual per month (based on full time employment)	Move to next level of entitlement	Move to Level
3	120	15	1.25 days	Having completed 5 years at anniversary date	4 weeks
4	160	20	1.67 days	Having completed 10 years at anniversary date	5 weeks
5	200	25	2.08 days	Having completed 15 years at anniversary date	6 weeks
6	240	30	2.50 days	n/a	

If Vacation Entitlement starts at 4 weeks

In weeks	In hours	In days	Accrual per month (based on full time employment)	Move to next level of entitlement	Move to Level
4	160	20	1.67 days	Having completed 5 years at anniversary date	5 weeks
5	200	25	2.08 days	Having completed 10 years at anniversary date	6 weeks
6	240	30	2.50 days	n/a	

APPENDIX D - STAGEPAY 212 Inc – Payroll Reference Sheet

Sub Total / Gross Wages

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

RRSP Benefit Calculation

Employer RRSP Contribution (5%) is then applied to gross wages and remitted by Stagepay 212 to the Canadian Entertainment Industry Retirement Plan.

Employment Insurance Calculation**

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

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, R.R.S.P., Employment Insurance and Canada Pension Plan totals. The administration fee includes amounts for contributions to WCB premiums, member Health and Welfare insurance premiums, member education and member payroll and dispatch administration as required.

The Administrative Fee amounts will be as follows:

- Feb 24 - Aug31, 2023 (year one); 2% reduction = 11% admin fee
- Sept. 1, 2023 - Aug31, 2024 (year two); 1% reduction = 12% admin fee
- Sept. 1, 2024 - Aug31, 2025 (year three); 0% reduction = 13% admin fee

GST AMOUNT**

Five (5%) percent 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 treatment of payroll, statutory calculations, deductions and remittances as they become known.