

COLLECTIVE AGREEMENT

BETWEEN

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



AND

BALLET BRITISH COLUMBIA

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July 1st, 2019 - June 30th, 2022

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This Agreement, dated for reference this 1st. day of July, 2019

BETWEEN:

BALLET BRITISH COLUMBIA
(hereinafter called the "Employer"), of the first part

AND:

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE
TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS
TERRITORIES AND CANADA
LOCAL 118
(hereinafter called the "Union"), of the second part

A. The Employer is an employer within the meaning of the "Labour Relations Code". Nothing in this collective Agreement shall be construed so as to contravene any Federal or Provincial statute or regulation.

B. The Union is the bargaining authority for the following Employees of the Employer employed within the jurisdiction of work, as described in Article 5 hereof:

Carpentry Department:

- Stage Carpenters and Assistants
- Fly Operator and Assistants
- Carpenter Grip
- Fly Grip
- Car and Truckloaders
- High Riggers
- Ground Riggers

Electrical Department:

- Stage Electricians and Assistants
- Spotlight Operators
- Preset Operator
- Electrical Grip

Video Department:

- Video Operators & Technicians
- Video Projectionists
- Video Grip

Property Department:

- Properties Handler and Assistants
- Property Grip

Sound Department:

- Sound Operator and Assistants
- Sound Grip

Wardrobe Department:

- Head Wardrobe
- Dressers
- Seamsters

Projection Department:

- Projectionists

Hair/Wigs Department:

- Head Hair/Wigs
- Hair/Wig Grip

(which employees are hereinafter called the "Employees")

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the premises, the parties hereto covenant and agree as follows:

1. GENERAL PURPOSE

- 1.1 The general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours of work and wages, and to provide for Union security and machinery for the prompt and equitable disposition of grievances for all Employees and Employers who are subject to the provisions of this Agreement.
- 1.2 Pursuant to the provisions of Section 53 of the Labour Relations Code, the Employer and the Union agree to the establishment of a consultation committee for the purposes of consulting regularly during the term of the collective agreement about workplace issues. Such meetings will be held at times mutually agreed to between the parties.

2. UNION RECOGNITION

- 2.1 The Employer acknowledges and recognizes that the Union is the bargaining agent for all persons defined as Employees herein and employed by the Employer in the work described in Article 5 hereof.

3. TERM OF AGREEMENT

- 3.1 This Agreement shall be effective from July 1, 2019 to June 30, 2022, both dates inclusive.
- 3.2 After the expiry date of this Agreement and until a new Agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised Agreement in making any matter retroactive in such revised Agreement.
- 3.3 Notwithstanding the above, it is agreed that the Employees may strike and the Employer may lockout after this Agreement's expiry date. The parties must give written notice of their intent to strike or lockout, according to the provisions of the Labour Relations Code.
- 3.4 The operation of subsections (2) and (3) of Section 50 of the Labour Relations Code is hereby excluded from and shall not be applicable to this Agreement.

4. UNION SECURITY

- 4.1 The Employer shall hire, to perform work referred to in Article 5, only persons who are, at the time of hiring, members in good standing of the Union or who are approved by the Union, and shall hire for each particular job that person supplied by the Union but

subject always to Articles 6 and 15 hereof and the following exceptions:

- a. If circumstances arise during the course of the setting up or running of a production which could not be foreseen until that time and which make it necessary for the function of an Employee to be performed by any person employed by the Employer whether such person is a member in good standing of the Union or not, the Employer may employ such person to perform such function so long as those unforeseen circumstances require;
- b. Nothing herein shall restrict a person hired for a particular job from assisting any other Employee working in another Department as described in Article 4.1(a) provided that such assistance is temporary and does not affect the ability of that Employee to properly perform the duties for which the Employee was hired; as determined mutually by the Employer, the Stage Carpenter, and the Union's designated representative. Any decrease or reduction in the size of a crew required by a lack of work shall be accomplished by the dismissal of that person or those persons designated by the Union provided that the Employer shall have the same right to request specific Employees and the Union shall have the same obligation to provide full disclosure as described in Article 8.

5. JURISDICTION OF WORK

- 5.1 The exclusive jurisdiction of the Employees covered by this Agreement shall include all work of a kind and nature usually performed by stage hands such as handling, erecting, dismantling, transporting, preparing, maintaining and operating sets, scenery, properties, sound equipment, lights and lighting equipment, and stage equipment and machinery of all kinds and description, as well as the unpacking, packing, cleaning, pressing, dressing, maintaining and quick changing of theatrical costumes, as required, and all activities incidental thereto, in connection with:
- a. Any and all entertainments, full technical rehearsals, performances and displays on any stage in the theatre complex;
 - b. Any and all entertainments, full technical rehearsals, performances and displays performed in any room in the theatre by a company of or engaged by the Employer;
 - c. Any and all entertainments, technical rehearsals, performances and displays in any room for which an admission is charged;
 - d. All work of a nature or kind usually performed by stage hands in the theatre that is required in connection with television productions, closed circuit television, television, teleprompters, film projectors, filming and filming production work for

both theatrical and television presentation which are produced or executed anywhere within such theatre in or on its grounds.

- e. For the purposes of this Agreement, the term theatre shall include the Queen Elizabeth Theatre complex or any other theatre which is the site of the main productions of the Employer and any other place of business in respect of which the Union becomes certified under the Labour Relations Code during the term hereof.

5.2 When the Employer intends to record a show for a broadcast or taping in any medium, said Employer or their agent shall negotiate crewing with the Union's Representative at least one week prior to the scheduled date.

5.3 A rehearsal video may be shot by a member of the ballet company. In this event, Article 5.1(d) will not apply.

6. CONTRACT FOR RUN

6.1 Employees shall be contracted for the set-up, run and strike of the production for which they are employed and Employees shall be employed in the categories of work for which they were called. Employees shall not be dismissed, except for just cause, as provided under Article 19, and shall not be assigned to other categories of work except that the Employer may:

- a. Where the work available requires, reduce or increase the size of the crew. To avoid any actual or anticipated breach or similar grievance on the part of the Employer or Employee, crew size will be determined by practice and precedent in the industry as determined by mutual agreement between the Employer and the Union in consultation with the Technical Director of the Theatre, or the Employer signatory to this Agreement and the Union;
- b. Assign Employees to other categories of work by mutual agreement between the Employer and the Union;
- c. Assign Employees to other categories of work to provide temporary assistance within a Department or in other Departments provided that such temporary assistance does not affect the ability of that Employee to properly perform duties for which the Employee was hired, to the mutual agreement of the Employer, the Stage Carpenter, and the Union's designated representative.
- d. In the event of a "hold-over", the Employer shall notify the Union not less than fourteen (14) calendar days prior to the original closing date of the production.

7. REMUNERATION

- 7.1 The rates of remuneration set out in Schedule "A" to this Agreement shall apply during the term hereof.
- 7.2 Where, on any call, an Employee is required or requested to be available to perform work in, or in fact performs work in, a work classification for which a higher remuneration is provided for hereunder (other than an assignment to provide temporary assistance), then the Employee shall be paid that higher rate of remuneration for the entire call. Decisions made with respect to the preceding statement shall be in consultation with the Business Agent and the representative of the Employer.
- 7.3 On any run of a production, when a Spotlight Operator, Department Head or Assistant is engaged, these persons shall be paid the applicable rate for that category for the entire set-up, run and strike of the production.

8. TIME OF CALL

- 8.1 Subject to this Article 8 and Article 9, time of call shall be at the discretion of the Employer. A call shall be made in the following manner:
- a. As soon as possible, but not less than five (5) days prior to the time of call, the Employer shall advise the Business Agent of the Union of:
 - i. the time of call;
 - ii. the number of persons required specifying the category of work for each person;
 - iii. if the Employer wishes specific persons, a list of members of the Union that it wishes to employ including a reasonable number of alternates;
 - b. The Business Agent shall report to the Employer as soon as reasonably possible on whether members of the Union in good standing are available (in which case the Employer may again specify a list with alternates), and shall endeavour to accommodate the Employer's request under (a) (iii) hereof except that nothing herein shall require the Business Agent or the Union to supply the specific person or persons requested. The Union, however, shall be required (upon receiving a written request from the Employer) to provide full disclosure of all information as to why a particular person or persons cannot be provided.
 - c. Where a call is in respect of work to be carried out during or prior to a performance by Employees working the performance, such calls shall commence at least thirty (30) minutes prior to commencement of the performance.

- d. Where an Employee is called to work the opening performance and where said performance requires a set-up before the performance, the Employee shall be called no less than one (1) hour before house opening. Should the set-up time be greater than one (1) hour before house opening then this Article 8.1(d) shall not apply.

9. CANCELLATION OF CALL

- 9.1 The Employer shall cancel a call by notifying the Business Agent of cancellation prior to sixteen (16) hours before the time of call. In the event such notice is not given to the Business Agent prior to that time, then, unless the Union consents to such cancellation, the Employer shall pay to the Employees designated by the Business Agent to fill the call an amount equal to that remuneration which the Employees would have earned through four (4) hours of work at normal time in their respective work categories. If the time of a call is extended without prior notice of sixteen (16) hours before the original time of call and if the call is subsequently cancelled, then this Article 9 shall be applied with reference to the original time of call.

10. HOURS OF WORK

- 10.1 The normal work week shall consist of forty (40) hours, based on an eight (8) hour day and a six (6) day week. However, owing to the nature of theatrical operation, hours of work shall not be fixed with respect to time of day or day of week, but shall be as prescribed by the Employer on reasonable notice subject to the overtime provisions herein.
- 10.2 For the purpose of computing pay for normal time and overtime:
 - a. The end of each day is midnight and the end of each week is Saturday midnight, except where an Employee works a continuous period of time which starts before midnight and ends after midnight in which case the end of the day shall be the end of that continuous period of work.
 - b. A break in a work period of less than eight and one half (8.5) hours duration shall not constitute the ending of a work day.
 - c. Time shall be calculated by the half-hour so that an Employee shall be paid for a full half-hour period if any portion of a half-hour period is worked.
 - d. If an Employee, at the call of the Employer, completes a period of duty in any day and is recalled to duty by the Employer on the same day after a break of two (2) hours or greater has elapsed since the completion of that period of duty, and as a result of such recall works a further period of time, the Employee shall be paid

one (1) hour travel time at the applicable daily rate.

If an Employee is released prior to the completion of a minimum call (as defined in Article 15) and is recalled for a further period of duty after a break of two (2) hours or greater has elapsed, that Employee is eligible for one (1) hour travel time at the applicable daily rate less that amount of time that remained in the call from which the Employee was released and/or the call to which the Employee returns.

11. OVERTIME

11.1 All overtime referred to in this Article 11.1 shall be paid for at time and one-half the straight time rate of pay. Overtime under this Article 11.1 consists of each of the following separate categories of work and arises when work falls within any of the following categories which are mutually exclusive:

- a. Time worked in excess of eight (8) hours in any day;
- b. Time worked in excess of forty (40) hours straight time in any week;
- c. Time worked on Sunday (subject to Article 11.2)
- d. Time worked during a Public holiday or day in lieu shall be considered as "straight time" for the purposes of calculating 11.1(b) above.

11.2 All overtime referred to in this Article 11.2 shall be paid for at double the straight time rate of pay. Overtime under this Article 11.2 consists of each of the following separate categories of work and arises when work falls within any of the following categories which are mutually exclusive:

- a. All time worked between midnight and 8:00 a.m. regardless of time of call;
- b. All time worked in excess of eleven (11) hours in any one day or shift
- c. All time worked in excess of eight (8) hours on Sunday;
- d. Where a call requires work to commence between midnight and before 6:00 a.m., all time worked that day.

11.3

- a. All time worked on a Public Holiday shall be paid for at double the straight time rate of pay except when a Public Holiday falls on a Sunday.
- b. When a Public Holiday falls on a Sunday the next day shall be deemed a Public

Holiday for the purpose of Article 11.3(a).

- c. The following shall be Public Holidays for the Purposes of this Agreement:
- i. New Year's Day
 - ii. Family Day
 - iii. Good Friday
 - iv. the day proclaimed for celebration of the Queen's birthday
 - v. Canada Day (Dominion Day)
 - vi. B.C. Day
 - vii. Labour Day
 - viii. Thanksgiving Day
 - ix. Remembrance Day
 - x. Christmas Day
 - xi. Boxing Day
 - xii. any other day duly proclaimed by Federal or Provincial authority as a public holiday in the area in which the place of employment is located.

12. VACATION PAY

- 12.1 The Employer shall pay to each Employee, in addition to the remuneration required under this Agreement, vacation pay equal to eight percent (8%) of their straight time rate for that classification for all hours worked. Such additional payment shall be considered wages for the purposes of Article 17 "Payment of Monies".

13. MEAL BREAKS

- 13.1 Either of the following shall be defined as constituting a "meal break":
- a. one (1) unbroken, unpaid hour, within which the Employee can eat their meal;
 - b. one (1) unbroken, paid half-hour, within which an Employee can eat their meal. The rate of pay shall be that which is applicable to the beginning of the half- hour meal period.
- 13.2 No unpaid meal break shall be allowed during a call of five (5) hours or less.
- 13.3 The Employer shall not call an unpaid meal break for the crews:
- a. Less than two (2) hours from the beginning of a call, or
 - b. Less than four (4) hours from the previous unpaid meal break.

- 13.4 No meal break shall be set so as to result in an Employee who is working the performance, returning from such meal break at a time less than thirty (30) minutes prior to commencement of the performance.

14. MEAL PREMIUM

- 14.1 Employees shall be allowed one meal break immediately following every four (4) hour period of duty; provided, however, that if any Employee is required to remain on duty after such four (4) hour period, the Employee shall be paid at one and one-half times (1 ½) the rate applicable at the beginning of the fifth hour until relieved for a meal break.
- 14.2 If one call of the workday can be completed in five (5) continuous hours or less from the commencement of the call or from the end of the previous meal break, then Article 14.1 shall not apply. If the call extends beyond five (5) hours, the Employees shall be paid at one and one-half (1 ½) times the rate applicable at the beginning of the sixth hour. In the event that a meal break falls due during a performance and the time of call has been set no earlier than thirty (30) minutes prior to the commencement of the performance, the meal break shall be postponed without premium to the completion of that performance.

15. MINIMUM CALL

- 15.1 When an Employee is called to work, the Employee shall be paid not less than four (4) continuous hours at the applicable rate of pay.
- 15.2 When an Employee is called to work for a period which does not exceed four (4) hours and the period commences after midnight and before 6:00 a.m. then the entire minimum call period shall be overtime.
- 15.3 When an Employee is required to return to work after an unpaid meal break, the Employee shall be paid not less than two (2) continuous hours at the applicable rate of pay, except in the case of a strike after a performance at which time an Employee shall be paid not less than three (3) hours at the applicable rate of pay.
- 15.4 When an Employee is required to return to work after a break of greater than one (1) hour, it shall be considered as an additional minimum call as provided in Article 15.1

16. SAFETY

- 16.1 The employees will not be required to work under unsafe conditions and shall not be required to work in any unsafe location without adequate safety equipment.
- 16.2 Safety procedures will be followed and safety equipment provided by the Employer will be used by the Employees.

17. PAYMENT OF MONIES

- 17.1 The Employer shall pay, through the I.A.T.S.E. Local 118 Trust Account, the following:
- a. Wages.
 - b. CPP and EI contributions as required under Federal and Provincial statutes.
 - c. Trust Account administration fee (includes WCB premiums).
 - d. Health and Welfare contributions as described in Article 18.
- 17.2 All monies are due and payable within one (1) week following presentation of a statement from the I.A.T.S.E. Local 118 Trust Account for services rendered by Stage Crew.
- 17.3 Non-payment of monies owing to the I.A.T.S.E. Local 118 Trust Account shall constitute a breach of this Agreement, and the Union shall not be held liable for work stoppage.

18. HEALTH AND WELFARE PLAN/RETIREMENT SAVINGS PLAN

- 18.1 Health and Welfare Plan
- a. The Employer will pay to the I.A.T.S.E. Local 118 Trust Account eight percent **(8%)** of the straight time grip rate plus Vacation Pay for that rate as per Schedule "A" for every hour worked for every Employee under this Agreement.
- 18.2 Retirement Savings Plan
- a. Each Local 118 member will have seven percent **(7%)** of gross wages deducted by the I.A.T.S.E. Local 118 Trust Account. These amounts will be deposited to the credit of the individual Employees' account at the VanCity Credit Union.
 - b. The Employer will pay to the I.A.T.S.E. Local 118 Trust Account seven percent **(7%)** of gross wages for every Local 118 member. These amounts will be deposited to the credit of the individual Employees' account at the VanCity Credit Union.

19. REMOVAL OF EMPLOYEE

- 19.1 The Employer shall have the right to refuse to hire or dismiss from a position any person supplied by the Union or any Employee, as the case may be for which the Employer has

just cause. If after refusal to hire a person or dismissal of any Employee, the Employer cannot show just cause, then the Employer shall recompense that person or Employee for wages lost as a result of this refusal to hire or dismissal. "Just cause" in this Agreement shall include, but shall not be limited to:

- a. Breach of any reasonable regulations from time to time made by the Employer governing the duties and functions of the Employees necessary for the conduct and management of the Employer's business insofar as such rules and regulations do not conflict with the terms of this Agreement;
- b. Insubordination or failure to obey the proper instructions of superiors including, but not limited to, the Stage Manager, Director or Designer;
- c. The fact that the Union is unable to demonstrate that a person is experienced or trained for the particular duties assigned to perform or is performing; and
- d. Unsatisfactory performance of duties.

19.2 Any Employee dismissed pursuant to this Article shall not be an available member in good standing of the Union for the purposes of Article 4 of this Agreement. It is understood that this Article may be waived by mutual agreement between the Employer and the Union.

19.3 Any Employee dismissed wrongfully pursuant to Article 19 will be eligible for payment of all lost wages except for those hours worked for other Employers, or for time the Employee was not available for work to the local while under investigation.

20. GRIEVANCE PROCEDURE

20.1 All differences between the Union and the Employer and any Employee bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof including any question as to whether any matter is covered by this Article shall be finally and conclusively settled without stoppage of work by the following method:

- a. Any such difference shall in the first instance be discussed between the Steward and the Stage Manager or other person authorized by the Employer;
- b. If no settlement is reached, the Steward and the Stage Manager or other such person shall report to the Business Agent of the Union and the senior employed management official of the Employer respectively and they shall meet as soon as possible and if no settlement is reached between them within five (5) days, they shall refer the difference to a single arbitrator to be selected by them whose decision shall be final and binding on all persons bound by this Agreement. If the

Business Agent and senior employed management official of the Employer cannot agree on a single arbitrator within five (5) days, either party may request the Minister of Labour to appoint such a single arbitrator. The costs of and incidental to the settlement of any difference shall be borne equally by the Union and the Employer.

21. LOCK OUT AND STRIKES

- 21.1 During the term of this Agreement, the Employer shall not lock out any Employee and no Employee shall strike and the Union shall not declare or authorize a strike of Employees.
- 21.2 It is understood and agreed that refusal to cross a legal picket line shall not constitute a breach of this Agreement.

22. MANAGEMENT RIGHTS

- 22.1 All matters relating to conditions and the work of Employees not inconsistent with or specifically dealt with by this Agreement or not otherwise regulated by law are understood to be within the prerogatives and rights of management, provided, however, that the Employer will not alter significantly the conditions or the work of Employees without prior notice to and bona fide consultation with the Union through the President and the Business Agent or either of them.

23. EXISTING TERMS AND CONDITIONS

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

24. UNION RIGHT OF ENTRY

- 24.1 An authorized representative or representatives of the Union shall be permitted by the Employer, upon prior notification, to enter and inspect, free of any interference, Employee work areas when such entrance or inspection is required, in the Union's opinion, in connection with any investigations or matters pertaining in any way to this Agreement, but such representatives shall not interrupt or interfere with any work in progress.
- 24.2 The Steward designated to represent the Employees on the production shall be permitted to perform Union business provided such business pertains to the current production, without loss of pay. The Steward shall advise the Employer's representative prior to leaving their duties.

25. COST OF LIVING ADJUSTMENTS

24.3 The Employer agrees that should the average Consumer Price Index for Vancouver (all items), as published by Statistics Canada on its website on May 31st prior to the end of a contract year indicate a rise in the cost of living for that contract year greater than the increase in pay set for that year, the Schedule "A" wage scale will be increased at the end of the contract year in the following manner: for any percentage point to the nearest tenth that the Consumer Price Index increase on May 31st exceeds the pay percentage increase for that year, Schedule "A" rates will be increased by that % amount at the end of the contract year, before the pay percentage increase outlined for the following year is applied.

26. SPECIAL CONDITIONS

26.1 Sound Assistant

A sound operator will be designated as a sound assistant if two or more mixing consoles are used on a production i.e., main mix and monitor mixing boards.

26.2 Minimum Crews

a. For the purposes of this Agreement productions shall be grouped into four (4) categories:

Class A: No sound and minimal lighting; no props or scenery; minimum house crew, two (2) – Head Carpenter and Head Electrician.

Class B: Straight Truck (20 ft. or greater), no hanging pieces; minimum crew, six (6) - four department heads plus two.

Class C: One Semi-Trailer, single truss supported by ground hoists, no hanging pieces; minimum crew, eight (8) – four department heads plus four.

Class D: One Semi-Trailer, two trusses supported by ground hoists, no hanging pieces, minimum crew, ten (10) - four department heads plus six.

b. Where scenery, drapes, lights and/or sound equipment are hung, add Head Fly Operator or High Rigger, and Fly Grip (to load counterweights) or Ground Rigger, where applicable.

c. These minimums shall not include Car/Truckloaders.

26.3 Car and Truckloaders

a. A minimum of four (4) Car/Truckloaders (in addition to the minimums of Article 26.2) will be hired where one semi-trailer or more is to be unloaded or loaded. Two straight trucks of 20 foot box length or greater will be considered the

equivalent of one semi-trailer.

- b. Where only one semi-trailer or equivalent is unloaded or loaded, Car/Truckloaders will, if requested, assist with stage work after unloading is completed during the set-up, and prior to loading during the strike. Decisions as to the commencement of loading during the strike will be made by the Employer.
- c. Where there is only one heavily stacked straight truck to be loaded or unloaded, crew on the set-up or strike will be reclassified as Car/Truckloaders. In this case, those crew members reclassified as Car/Truckloaders shall continue to work on stage after unloading is completed or before loading commences.

26.4 Assistant Fly operator - the Employer agrees to this classification only under the following conditions which must be taken in their entirety:

- a. A fly operator may be designated as a fly assistant if three (3) or more fly operators shall be employed, and
- b. Such designation shall be approved by the Technical Director or the Employer's designated representative after consultation with the Steward and/or Business Agent and shall not be unreasonably withheld if justification warrants such hiring. It shall be understood that a common sense and practical attitude shall prevail from both sides.
- c. In the case of a travelling show which employs a fly operator then there will not be any need for a fly assistant, provided the road fly operator is available to work on the fly floor.

26.5 Wardrobe

- a. All wardrobe personnel will be prepared to supply their own basic hand-sewing supplies. Hiring of Wardrobe personnel will not depend on the person's ability to supply equipment such as irons, ironing boards or sewing machines.
- b. Wardrobe personnel shall not be held responsible for the safekeeping of valuables or other personal belongings of performers.

26.6 Travel Expenses

Should Employees be required to travel outside the following Municipalities: Vancouver, Burnaby, New Westminster, North Vancouver, West Vancouver, or Richmond, the following conditions shall apply:

- a. Accommodation expenses shall be paid by the Employer. Accommodation shall be the same as that provided to others, i.e. Musicians.
 - b. Should an Employee be requested and is agreeable to use a personal vehicle for the Employer's business; the Employee shall be compensated at the rate of thirty-three (33) cents per traveled kilometer. Personal vehicle use shall be in accordance with current insurance requirements. It shall not be a condition of employment that an Employee provides a vehicle.
 - c. Meal expenses shall be paid by the Employer. Such expenses shall be reimbursed as follows: Breakfast \$8.00 - Lunch \$12.00 - Supper \$18.00 - Miscellaneous \$10.00 (d) Additional legitimate expenses shall be reimbursed upon presentation of a receipt.
- 26.7 If requested by the Employer, the Employee agrees to provide their own tools for every call for which such tools are requested. These tools shall include one (1) hammer, one (1) screwdriver with Robertson #7 and #8 and slot bits, one (1) adjustable crescent wrench and one (1) pair of pliers.
- 26.8 The first member of a department called after the Department Head shall be called as Assistant, except in the Carpentry Department, where the first member called after the Department Head and Head Fly Operator shall be called as Assistant.

27. WORKPLACE HARASSMENT POLICY

- 27.1 Employer and the Union agree that any form of discrimination (including sexual harassment) under the prohibited grounds of the BC Human Rights Code shall not be tolerated in the workplace. The prohibited grounds of discrimination under the BC Human Rights Code are: race, color, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age, and criminal or summary conviction for an offence that is unrelated to the employment of that person.

Both Employer and the Union are committed to providing a work environment in which all workers are treated with respect and dignity. Workplace harassment will not be tolerated from any person in the workplace. Bullying and harassment includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated, but excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment. Examples of conduct or comments that might constitute bullying and harassment include (but is not limited to) verbal aggression or insults, calling someone derogatory names,

sexual innuendo or aggression, harmful hazing or initiation practices, vandalizing personal belongings, and/or spreading malicious rumors. Workers must not engage in the bullying and harassment of other workers, and report if bullying and harassment is observed or experienced. This policy statement applies to all workers, including permanent, temporary, casual, and contract workers. It also applies to interpersonal and electronic communications, such as email and/or social media.

If an individual experiences or witnesses bullying or harassment the individual should report it to both the Employer's Production Manager and the Union. The Production Manager or his/her designate and a member of the Union's Executive Board will meet to discuss and determine the course of action to be taken in the situation. If it is determined that it is a harassment situation the individual accused of harassment will meet with the Employer representative and a member of the Union's Executive Board with the view to obtain an apology or, if required, disciplinary action as outlined in the union contract.

If at any time an employee is required to meet with the Employer representative and/or a member of the Union's Executive Board they are entitled to have a union representative with them in the meeting. The Employer has Anti-Harassment Officers who are available to individuals to meet with if they believe they are being harassed or bullied or witness harassment or bullying. The Employer's Production Manager will inform employees who the Anti-Harassment Officers are at any given time.

- 27.2 All complaints regarding this article shall be investigated in as discreet and confidential a manner as possible by the Employer's representative and if desired by the Employee, the Union.
- 27.3 Appropriate disciplinary action shall be governed by the severity of the complaint. It is the intent to utilize where appropriate, progressive discipline. Progressive discipline shall mean:
- a. Warning (verbal)
 - b. Written warning
 - c. Suspension
 - d. Termination
- 27.4 A complaint to the attention of the Employer or the Union regarding this article will in no way prejudice the Employee's future employment.

28. SCHEDULES

- 28.1 It is agreed between the Employer and the Union that all Schedules annexed hereto are an integral part of this Agreement.

29. SAVINGS CLAUSE

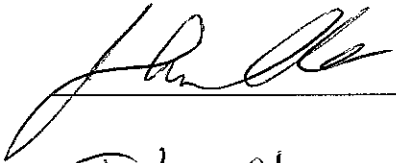
29.1 If any portion of this Agreement shall by Provincial, Federal or other law, or by decision of any court be declared or held illegal, void or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect.

30. SIGNATORIES

IN WITNESS WHEREOF the Parties hereto have affixed their hands through their respective officers on this 23 day of April 2021.

For the Employer:

Ballet BC



John Clark, Exec. Dir.

For the Union:

Derall Dunlop - President



April 25, 2021

SCHEDULE "A" Wages

| Increase | 2.5% | 2.5% | 2.5% |
|----------------------------|----------------|----------------|----------------|
| Effective Date | July 1st, 2019 | July 1st, 2020 | July 1st, 2021 |
| Positions | | | |
| Stage Carpenter | \$ 40.15 | \$ 41.15 | \$ 42.18 |
| Head Electrician | \$ 38.03 | \$ 38.98 | \$ 39.95 |
| Head Fly Operator | \$ 38.03 | \$ 38.98 | \$ 39.95 |
| Head Properties | \$ 38.03 | \$ 38.98 | \$ 39.95 |
| Head Sound | \$ 38.03 | \$ 38.98 | \$ 39.95 |
| Head Wardrobe | \$ 38.03 | \$ 38.98 | \$ 39.95 |
| Head Video | \$ 38.03 | \$ 38.98 | \$ 39.95 |
| Camera Operator | \$ 38.03 | \$ 38.98 | \$ 39.95 |
| Projectionist (Video/Film) | \$ 38.03 | \$ 38.98 | \$ 39.95 |
| Head Hair/Wigs | \$ 38.03 | \$ 38.98 | \$ 39.95 |
| Spot Operator | \$ 35.97 | \$ 36.87 | \$ 37.79 |
| Assistant Carpenter | \$ 35.39 | \$ 36.10 | \$ 37.00 |
| Assistant Electrician | \$ 35.39 | \$ 36.10 | \$ 37.00 |
| Assistant Fly Operator | \$ 35.39 | \$ 36.10 | \$ 37.00 |
| Assistant Properties | \$ 35.39 | \$ 36.10 | \$ 37.00 |
| Assistant Sound | \$ 35.39 | \$ 36.10 | \$ 37.00 |
| Assistant Video | \$ 35.39 | \$ 36.10 | \$ 37.00 |
| Ground Rigger | \$ 35.39 | \$ 36.10 | \$ 37.00 |
| Preset Operator | \$ 35.39 | \$ 36.10 | \$ 37.00 |
| Grips | \$ 33.48 | \$ 34.32 | \$ 35.18 |
| Dresser | \$ 33.48 | \$ 34.32 | \$ 35.18 |
| Car Loader | \$ 40.15 | \$ 41.15 | \$ 42.18 |
| High Rigger | \$ 52.30 | \$ 53.61 | \$ 54.95 |

SCHEDULE B

In recognition of Ballet British Columbia's desire to maximize stage time for both dancers and stage technical work, IATSE Local 118 agrees to consider the following conditions as part of Article 10.2(c):

If the Employer wishes to schedule paid or unpaid meal breaks that begin at fifteen (15) minutes or forty-five (45) minutes after the hour and end at fifteen (15) minutes or forty-five (45) minutes after the hour, the time immediately before and after the meal break will be calculated in fifteen (15) minute increments.

All other provisions, including hours of work, overtime and meal premium, will not be affected by this addition.

Example 1: if the crew schedule on a setup day was:

| | |
|-------------------------|-------------------------|
| 8:00 a.m. to 12:15 p.m. | On-stage work |
| 12:15 to 1:15 p.m. | Lunch |
| 1:15 p.m. to 5:15 p.m. | On-stage work |
| 5:15 to 6:15 p.m. | Dinner |
| 6:15 – 10:30 p.m. | Rehearsal/on-stage work |

Meal premium would be incurred on either the morning call or the evening call.

Example 2: if the crew schedule on a setup day was:

| | |
|-------------------------|-------------------------|
| 8:00 a.m. to 12:15 p.m. | On-stage work |
| 12:15 to 1:15 p.m. | Lunch |
| 1:15 p.m. to 5:00 p.m. | On-stage work |
| 5:00 to 6:00 p.m. | Dinner |
| 6:00 – 10:30 p.m. | Rehearsal/on-stage work |

Meal premium would be incurred on either the morning call or the evening call.

As the afternoon call is less than 4 hours, Article 13.3(b) would apply (less than 4 hours between unpaid meal breaks). This addition only affects employees hired under the Collective Agreement between IATSE Local 118 and Ballet British Columbia. Employees hired under the Collective Agreement between IATSE Local 118 and the City of Vancouver are not affected.

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