

**Collective Agreement Between:**

**Granville Island Theatre District Society  
(The G.I.T.D.)**



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

**(The Union)**



**01 JAN 2023 – 31 DEC 2025**

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Highlighted dates to match date in article 35

BETWEEN:

GRANVILLE ISLAND THEATRE DISTRICT SOCIETY,  
(hereinafter called the “G.I.T.D.”),

AND:

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOTION PICTURE  
TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA,  
LOCAL 118,  
(hereinafter called the “Union”)

**PREAMBLE:**

- A. The G.I.T.D. is the employer within the meaning of the “Labour Relations Code of British Columbia”

Founded in May 2018, the Granville Island Theatre District Society is a non-profit society with the vision to create a robust, lively theatre district on Granville Island. Its goal is to embrace innovation in the arts by creating a more dynamic, risk-enabling, and resilient cultural community as defined in CMHC Granville Island’s 2040 plan. The G.I.T.D. has been engaged by CMHC Granville Island (“CMHC”) to provide all aspects of theatre management and property management services for specified CMHC properties on Granville Island. This engagement of the G.I.T.D. by CMHC is the result of a regular Request for Proposal (“RFP”) process initiated by CMHC whereby the G.I.T.D. was the successful applicant in 2018. The RFP process is initiated by CMHC every 4-years, at the sole determination of CMHC.

The G.I.T.D. has been engaged by CMHC to provide these services for a period of one year commencing on June 1, 2018 and terminating on May 31, 2019 (the “Initial Term”). The agreement between CMHC and the G.I.T.D. has been renewed in writing by CMHC for three additional one-year terms, not to exceed a cumulative total of four (4) years inclusive of the Initial Term.

The G.I.T.D. does not produce events or performances, in any capacity, and never has. The G.I.T.D. solely acts in a management capacity by engaging in facility rental agreements with unrelated parties for the specified CMHC properties on Granville Island. These unrelated parties then, in turn, produce their events or performances under the terms and conditions as set out in their facility rental agreements with the G.I.T.D..

- B. The Union is the bargaining authority for Stage technical employees including, but not limited to, those employed by the G.I.T.D. in the set-up, run and takeout of events, including but not limited to, Stage Carpenters and Assistants, Fly Operators and Assistant Carpenter Grips, Fly Grips, Car and Truck Loaders; Stage Electricians and Assistants, Lighting Technicians, Spotlight Operators, Preset Operators and Electrical Grips; Video Operators, Technicians, Projectionists and Grips; Property Handlers, Assistants and Grips; Sound Operators, Assistants and Grips; High Riggers and Ground Riggers; Make-up Heads, Assistants and Grips; Wardrobe Heads, Dressers, Seamstress and Wardrobe Laundry; and Hair and Wig Heads, Assistants and Grips. (which employees are hereinafter called the “Employees”).

- C. The G.I.T.D. and the Union are grateful that this Agreement will be executed on lands located in the unceded and traditional territories of the x<sup>w</sup>məθk<sup>w</sup>əyəm (Musqueam), Sk̓w̓x̓wú7mesh (Squamish), and səlilwətał (Tsleil-Waututh) Nations.

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

#### **ARTICLE 1 – PURPOSE OF AGREEMENT**

- 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 the prompt and equitable disposition of grievance for both parties subject to the provisions of this Agreement.
- 1.2 The G.I.T.D. and the Union hereby agree that it is to their mutual interest to establish and maintain a relationship of good will, stability and respect between the G.I.T.D. and the Employees represented by the Union.
- 1.3 Pursuant to the provisions of Section 53 of the Labour Relations Code, the G.I.T.D. and the Union agree to the establishment of a Joint Labour/Management Committee for the purposes of consulting regularly during the term of the collective agreement about workplace issues.
- 1.4 Nothing in this agreement shall be construed so as to contravene any Provincial statute or regulation or any applicable statute or regulation of Canada.

#### **ARTICLE 2 – NON-DISCRIMINATION**

- 2.1 All of the terms and conditions of this Agreement will apply equally to all Employees and the G.I.T.D. shall not discriminate against Employees with respect to terms and conditions of employment on prohibited or unreasonable grounds, including but not limited to: race, creed, age, sex, gender identity, gender expression, marital or parental status, religion, nationality, ancestry or place of origin, union membership or activity, family relationship, place of residence, political affiliation or activities, or sexual orientation.

#### **ARTICLE 3 – TERM OF AGREEMENT**

- 3.1 This Agreement shall be effective from 01 January 2023 to 31 December 2025, 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 G.I.T.D. may lockout after this Agreement's expiry date.
- 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.
- 3.5 Where either Party to this Agreement has given notice to commence Collective Bargaining, the Parties shall within thirty (30) days after the notice was given, or within such time as may be mutually agreed to, commence Collective Bargaining.

## **ARTICLE 4 – STRIKES AND LOCKOUTS**

- 4.1 The G.I.T.D. shall not lockout and the Union shall not declare or authorize a strike during the term of this Agreement.
- 4.2 It is understood that refusal to cross a picket line deemed to be legal by Provincial or Federal authority shall not constitute a breach of this Agreement.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

- 5.1 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 G.I.T.D. will not significantly alter the conditions or the work of Employees without prior notice to and bona fide consultation with the Union.
- 5.2 In the event that the Union claims Management has exercised its rights in a discriminatory, arbitrary, or unjust manner then such claim shall be considered a grievance, and shall be dealt with in accordance with the terms of the Grievance Procedure as contained in this Agreement.
- 5.3 It is understood that the G.I.T.D. logo, and the logos of all the premises it stewards, shall remain the property of the G.I.T.D. and that at no time shall any of these logos be used by the Union in any way or form without the express written permission of the G.I.T.D.. Such permission shall not be unreasonably withheld.

## **ARTICLE 6 – UNION RECOGNITION**

- 6.1 The G.I.T.D. recognises the Union as the sole collective bargaining authority for the persons defined as Employees herein and employed by the G.I.T.D. within the jurisdiction of work as described in Article 8 and outlined in the certification ordered by the Labour Relations Board of British Columbia on April 15th, 2019.
- 6.2 When a Steward is designated to represent the Employees they shall be permitted to perform Union business in relation to the Employees, without loss of pay, upon authorisation by the G.I.T.D.. The Steward shall request authorisation from the G.I.T.D.'s representative and receive authorisation prior to leaving their duties. Any such authorisation shall not be unreasonably withheld. The Steward shall not be discriminated against for performing their duties.
- 6.3 Representatives of the Union shall be permitted by the G.I.T.D. to enter Employee work areas at reasonable times. The G.I.T.D. shall be given prior notice. Union representatives will be free of interference and will minimise any interruption or interference with any work in progress.
- 6.4 Meetings shall not be held with Employees on the premises during working hours without the permission of the G.I.T.D.. Any formal meeting bookings shall be as per G.I.T.D. space booking procedures
- 6.5 The G.I.T.D. shall include the I.A.T.S.E. Local 118 Emblem and acknowledgements in an appropriate place in the lobby, and on any promotional or other programme material produced or co-produced by the G.I.T.D.
- 6.6 It is understood that the Union Emblem shall remain the property of the Union and that at no time shall the Emblem be used in a manner that is detrimental to the interest and welfare of the Union.

Upon evidence that the Emblem is being used in a manner that is detrimental and harmful to the Union, then the G.I.T.D.'s right to use the Emblem will be withdrawn.

- 6.7 The Union is a member of the International Alliance of Theatrical Stage Employees and Motion Picture Technicians of the United States, its Territories and Canada. No article within this Agreement shall violate the Constitution and By-laws of the I.A.T.S.E. that are in force as at the date hereof. The Union warrants that no article of the Agreement violates such Constitution and By-laws.
- 6.8 The G.I.T.D. shall provide a bulletin board backstage in each workplace which is accessible to all employees upon which the Union shall have the right to post notice of meetings and such other notices that may be of interest to the Employees.
- 6.9 The Union shall have the right to have the assistance of representatives of the International Alliance of Theatrical Stage Employees of the United States, Its Territories and Canada other than those of Local 118 when dealing or negotiating with the G.I.T.D..
- 6.10 The G.I.T.D. shall have the right to have the assistance of representatives other than those of the G.I.T.D. when dealing or negotiating with the Union.

#### **ARTICLE 7 – UNION SECURITY**

- 7.1 The G.I.T.D. shall hire, to perform work referred to in Article 8 (Jurisdiction of Work), 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 work shift those persons supplied by the Union, but subject always to Articles 10 (Hiring) and Article 15 (Scheduling Employees) hereof and the following:
  - a) The G.I.T.D. shall not contract out bargaining unit work;
  - b) Workers outside of the bargaining unit may not perform work within the Jurisdiction of Work, except:
    - i) For the purpose of instruction;
    - ii) In case of unforeseeable staff shortages;
    - iii) In response to emergency, security or safety;
    - iv) When an Employee requests assistance.
  - c) If circumstances arise during a work shift, which could not be foreseen until that time, which make it necessary for the function of an Employee to be performed by any person employed by the G.I.T.D., whether such person is a member in good standing of the Union or not, the G.I.T.D. may employ such person until such a time as they can be replaced by a member of the Union.
  - d) Any decrease or reduction in the quantity of Casual Employees required by a lack of work shall be accomplished by the dismissal of that person or those persons designated by the Union.

#### **ARTICLE 8 – JURISDICTION OF WORK**

- 8.1 All work of a kind and nature usually performed by stagehands, executed anywhere under the direct control of the G.I.T.D. and in any facility owned, leased, rented or otherwise acquired by the G.I.T.D. hereunder, shall be the exclusive jurisdiction of the Union, except where exempted in this Article 8.

- 8.2 The following work is exempted from the jurisdiction of work, provided that crew minimums in this collective bargaining agreement are met;
- a) work being performed under another I.A.T.S.E. Collective Bargaining Agreement.
  - b) When a Lessee rents equipment from a third party that requires their equipment is operated only by that third party's employees.
  - c) Lessee-provided systems that do not integrate with G.I.T.D.-provided technical theatre systems.
    - i) "technical theatre systems" includes but is not limited to: audio, visual and lighting systems, Laundry and sewing systems and rigging or staging systems
    - ii) "technical theatre systems" excludes but is not limited to: power that is not connected to technical theatre dimming and control.
  - d) Lessee Personnel may operate G.I.T.D.-provided systems provided this does not displace the number of workers that have been historically engaged.
  - e) Non-professional community groups or lifecycle events may create their own recordings for archive, promotional, publicity, fundraising, or any non-commercial purposes without needing to engage additional Employees.
  - f) The G.I.T.D. may use a specialist to maintain, test, adjust or repair any equipment or device operated or maintained by Employees. An Employee shall be assigned to assist or accompany such specialist to become familiar with the maintenance, test, adjustment, or repair being performed by the specialist, if such duties of the specialist could normally be assumed by an Employee.
  - g) Practices that are traditionally closed to the public for religious or ceremonial reasons may occur but shall not reduce the number of crew required. The Lessee may request that the crew leave the space for the duration of the closed practice. Compliance with this request shall not be unreasonably withheld.
- 8.3 All sets originating outside the jurisdiction of the Union and used by the G.I.T.D. in any G.I.T.D. production or co-production shall be constructed by personnel supplied by a Local of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, and shall bear the Local Union's crest or label. Lessees' sets are exempt.
- 8.4 Employees working under this agreement shall not be responsible for the following:
- a) First aid services to the public
  - b) Front of House duties / patron services (ushering, ticket taking, coat check, etc.)
  - c) Parking and Security
  - d) Food and beverage services (bartending, concession, etc.)
- 8.5 Employees are not prohibited from doing work other than described within this jurisdiction of work provided that:
- a) Such work shall not be the purpose of the call to work, nor may it consist of the plurality of work performed during the work shift without the consent of the Employee.
  - b) Competency in such work is not a condition of employment
  - c) Employees will not be penalized based on competency in such work

- d) The Employee or the Union agrees to the work. Agreement shall not be unreasonably withheld.

## **ARTICLE 9 – MINIMUM CREWS**

9.1 The minimum number of Employees required shall be as follows:

- a) No Employees are required when no stagecraft equipment is used.
- b) a minimum of two (2) Employees shall be required at any time where it is not safe and/or not reasonable for a worker to be working alone, such as but not limited to: Working at height, heavy lifting, confined spaces, when other persons are not contactable within the vicinity of the job site.
- c) a minimum of four (4) Employees shall be required when Setup or strike of G.I.T.D. supplied audience risers where the risers are heavy, the risers are cumbersome, or the structure exceeds 4.5’ in height.
- d) a minimum of one (1) wardrobe Employee shall be required when G.I.T.D. supplied Wardrobe, Costume, Hair and/or Make-up equipment is used.
- e) a minimum of one (1) Employee shall be required at other times.
- f) a minimum of one (1) Employee, paid at least Pay grade 2, shall be required in each of the above circumstances.

9.2 Crew ratios to lessee personnel shall be as follows:

- a) Setup, changeovers & Strike:
  - i) The number of Employees required shall be based on the scope of the work and
  - ii) 1 Employee for each 3 Lessee personnel or portion thereof beyond the first 4.
- b) Show calls, performances, and other exhibitions:
  - i) The number of Employees required shall be based on the scope of the work and
  - ii) No additional Employees need to be hired, provided this does not displace the number of Employees that have been historically engaged.

9.3 No worker shall be required to program more than one control interface at a time, nor operate an additional control interface while programming. No equipment operator shall be required to operate multiple control interfaces at the same time unless they are physically and mentally capable of doing so safely. This does not prohibit a worker from pushing one “go” button on two control interfaces simultaneously, provided both are within arm’s reach.

9.4 Should special circumstances prevail, any of these minimums and ratios may be increased or decreased by mutual agreement between the G.I.T.D. and the Union.

## **ARTICLE 10 – HIRING**

10.1 Employees shall be hired in one of the following hiring classifications:

- a) Permanent Full-Time Employees
- b) Permanent Part-Time Employees
- c) Casual Employees

10.2 If the G.I.T.D desires to alter these classifications, or if the need for seasonal or temporary engagement in G.I.T.D. venues arises, such classifications will be negotiated in advance.

10.3 Permanent Engagement



- a) Permanent Engagement shall not be prelimited; a Permanent Employee's employment contract will not have a fixed end date.
- b) Permanent Full Time Engagement
  - i) A Permanent Full Time Engagement shall be 52 weeks per year. The minimum hours per week shall be 35.
  - ii) Permanent Full Time Employees shall be given minimum 2 weeks' notice of the anticipated work schedule and may not decline the schedule if it is reasonable.
- c) Permanent Part-Time Engagement
  - i) A Permanent Part Time Engagement shall be 52 weeks per year. The minimum hours per week shall be 20.
  - ii) Permanent Part Time Employees shall be given minimum 2 weeks' notice of the anticipated work schedule, within 1 week the employee may decline the schedule without consequence.
  - iii) Declined work does not need to be made up by the G.I.T.D. Permanent Part-Time Employees that decline more than 50% of the annual engagement shall lose their permanent status and be laid off in accordance with this agreement

#### 10.4 Other Engagement

- a) All other Engagement shall be Casual.
- b) Casual Employees shall be hired in accordance with Article 11 (Calling Procedures for Casual Employees).
- c) Casual Employees may not be used to avoid overtime, except as provided for in article 15.6 (Scheduling Employees).

#### 10.5 G.I.T.D. Stage Roster

The G.I.T.D. stage roster shall be comprised according to Union policy and procedure. Members of the G.I.T.D. stage roster shall have first right of refusal over work that they are qualified for.

#### 10.6 Hiring procedures

- a) For any permanent positions the G.I.T.D. shall hire as follows:
  - i) Firstly from the qualified G.I.T.D. Stage roster applicants
  - ii) Secondly from the qualified Union members
  - iii) And lastly any candidate the G.I.T.D. deems qualified

#### 10.7 Notice of Vacant Permanent positions

If a vacancy occurs for a permanent position which the G.I.T.D. wishes to fill, then the Union will be informed and a notice calling for applications will be posted at appropriate locations for a minimum period of ten (10) working days. The ten working days exclude Saturdays, Sundays and statutory holidays. The notice shall set out a job description, qualifications required for the job, wage rate, employment period and any other relevant information.

#### 10.8 Union Membership

All Permanent Employees in the Bargaining Unit shall become and remain members in good standing with the Union as a condition of employment with the G.I.T.D.. All newly hired Permanent Employees must also become a member of the Union after completing probation and remain a member in good standing as a condition of employment.

#### 10.9 Probation

Probation for Permanent engagements shall be the first 250 hours worked.

- a) The G.I.T.D. shall conduct periodic reviews at its discretion including written evaluation of an Employee's performance during probation. The Employee shall have the unobstructed right to a representative of the Union at any such review.
- b) If, during the probationary period, the G.I.T.D. determines that the probationary Employee's performance is unsatisfactory, employment may be terminated in accordance with the terms of the British Columbia Employment Standards Act provided that:
  - i) The Union has received due notification of unsatisfactory performance review conducted during the probationary period, and
  - ii) The Employee has been given a reasonable opportunity for improving any skills found to be unacceptable.

## **ARTICLE 11 – CALLING PROCEDURES FOR CASUAL EMPLOYEES**

11.1 Subject to Article 14 (Cancellation of Work Shifts) and Article 16 (Hours of Work / Minimum Work Shifts), time of work shift shall be at the discretion of the G.I.T.D.. A call for Casual Employees shall be made in the following manner:

- a) A request for employees (a "call") shall be made as soon as possible but not less than ninety-six (96) hours prior to the time of the call. The requirement for ninety-six (96) hours' notice shall be waived when circumstances beyond the control of the G.I.T.D. prevent such minimum notice being given.
- b) The G.I.T.D. shall first call the qualified members of the G.I.T.D stage roster in accordance with the Union's dispatching procedures and policies prior to informing the Union of any vacancies.
- c) When the G.I.T.D. requires the Union's hiring hall to dispatch Casual Employees, the G.I.T.D. must advise Dispatch of the following:
  - i) The location of the work
  - ii) The estimated start and end time of the work,
  - iii) The number of employees required,
  - iv) The category of work for each employee,
  - v) Any basic tool, dress, or PPE requirements, if applicable,
  - vi) A preliminary work schedule based upon information available at the time of the call.
- d) The Union shall dispatch qualified and competent Employees to the G.I.T.D. based upon the Union's dispatching procedures and policies.
- e) If the Union is unable to supply qualified employees a reasonable amount of time before the work shift begins then, with mutual agreement, the G.I.T.D. may hire employees elsewhere. Such persons shall register with the Union and shall be covered by this Agreement.

## **ARTICLE 12 – WARDROBE WORK**

12.1 When Employees are hired to perform wardrobe work they shall;

- a) be paid at Pay Grade 3
- b) be required to provide a basic sewing kit consisting of a flashlight; an assortment of safety pins; 2 threaded needles (black & white); a pair of fabric scissors; a small notepad and pen. These items can easily be kept in a black apron or waist pouch. The hiring of Wardrobe personnel will not depend on the person's ability to supply equipment such as irons, ironing boards, steamers, sergers, or sewing machines.

12.2 No Employees shall be held accountable for the safe keeping of valuables or other personal belongings of performers.

## **ARTICLE 13 – LAYOFFS AND RECALL OF EMPLOYEES**

13.1 The G.I.T.D. may layoff employees for the following reasons:

- a) Lack of work or;
- b) Part of an employment contract or;
- c) Layoff is agreed between employer and employee.

13.2 Employees will be laid off in reverse order of length of service provided that the employee with the greater length of service has the qualifications and sufficient ability to perform the available work satisfactorily.

13.3 The G.I.T.D. must inform the Employee and the Union in writing with respect to any planned layoffs and notice must include date of recall. Notice may be enclosed within an engagement letter. In the event the Layoff is longer than 6 months, the layoff shall be considered permanent.

13.4 Except in cases of dismissal for Just Cause as described in Article 27 (Discipline), Permanent Employees shall receive either four (4) weeks notice or pay in lieu of notice. Pay shall be calculated based on a 40 hour work week.

13.5 Permanent Employees shall remain on the G.I.T.D.'s extended medical plan for a period of at least three (3) months following layoff with the G.I.T.D. paying the Employer portion of the premium and the Employee covering the Employee portion. For 4-12 months after dismissal, the Employee may stay on the G.I.T.D. policy if they choose to, and pay 100% of the premium.

13.6 Permanent Employees who are permanently laid off shall receive severance pay in the amount of total amount of wages received in the eight (8) weeks with the highest number of hours worked in the previous 6 months, excluding overtime, divided by eight (8), and multiplied by number of years of service prior to layoff up to a maximum of eight (8) weeks of notice for eight (8) years of employment

13.7 No new Permanent Employees shall be hired following a layoff until those Employees who have been laid off for less than 6 months have been given a reasonable opportunity of recall. The recall of employees shall happen in order of length of service provided that the employee with the greater length of service has the qualification and sufficient ability to perform the available work satisfactorily.

## **ARTICLE 14 – CANCELLATION OF WORK SHIFTS**

14.1 A work shift may not be reduced by more than four (4) hours with less than 24 hours' notice

14.2 If cancellation of scheduled work shifts occurs, the G.I.T.D. must give notice as follows:

- 1-2 work shifts cancelled. Twenty-four (24) hours notice before commencement of the first work shift;
- 3-6 work shifts cancelled. Forty-eight (48) hours notice before commencement of the first work shift;
- 7-14 work shifts cancelled. Seven (7) days notice before commencement of the first work shift;

15+ work shifts cancelled. Fourteen (14) days notice before commencement of the first work shift;

14.3 If the G.I.T.D. fails to give sufficient notice, the Employee shall be compensated the equivalent of four (4) hours at the regular time rate of pay per each 8 hours or portion thereof in the cancelled work shift. Compensation in lieu of notice shall not be considered time worked for the purposes of calculating overtime as outlined in Article 17 (Overtime).

14.4 The G.I.T.D. may offer alternative work with similar hours, start times, and responsibilities to those of the cancelled work shift. If the Employee refuses to take the alternative work, the G.I.T.D. is not obligated to pay compensation in lieu of notice.

## ARTICLE 15 – SCHEDULING EMPLOYEES

15.1 Permanent Employees shall be scheduled by the G.I.T.D. based on operational expectations in accordance with Article 10.3(Hiring).

15.2 Scheduling of Permanent Employees shall be based on qualifications, with length of service being the determining factor when more than one employee is qualified.

15.3 No Employee shall be required to find their own replacement, including but not limited to a last minute emergency or serious medical situation.

15.4 When the G.I.T.D. changes an Employee's Schedule the G.I.T.D. must give the Employee reasonable advance notice of the change.

15.5 Engagement for run

Any Employees engaged for a run of performances of the same production, shall also be engaged for the set-up and strike where work exists.

a) Such Employees shall not be dismissed, except for a Just Cause as provided under Article 27 (Discipline).

b) In the event any additional public performances are added to an event after the initially scheduled closing date (a “hold-over”):

i) the G.I.T.D. shall notify the Employee and the Union not less than seven (7) calendar days prior to the original closing date of the production.

ii) Employees are not obligated to accept a “hold-over”, but must give notice to that effect within twenty-four (24) hours of the G.I.T.D.’s notice.

c) Should an event contain multiple productions the following exceptions are permitted

i) When the multiple productions are scheduled in a rotational sequence;

1) *The G.I.T.D. may split the set-ups, runs and strikes of the productions between multiple Employees*

2) *Such Employees shall be paid a minimum of 20 hours of pay per 7-day period.*

3) *For events lasting more than 7 calendar days, the minimum pay shall be prorated at 20÷7 hours per additional calendar day.*

ii) *When the multiple productions are scheduled in a single sequence;*

1) *The G.I.T.D. may alternate which runs they are assigned to which Employee*

2) *Such Employees shall be paid a minimum of 20 hours of pay per 7-day period.*

3) *For events lasting more than 7 calendar days, the minimum pay shall be prorated at 20÷7 hours per additional calendar day.*

15.6 Where a work shift is to perform work during a performance only, the work shift shall commence prior to the opening of the house.

15.7 Where a work shift is to perform work prior to a performance as well as during the performance, the work shift shall commence at least thirty (30) minutes prior to the scheduled time of the house opening.

## **ARTICLE 16 – HOURS OF WORK / MINIMUM WORK SHIFT**

16.1 A work week shall include the period from 00:01 hours Monday until 24:00 hours the following Sunday.

16.2 For the purpose of computing pay:

- a) The end of each day is midnight (24:00), and the end of each week is Sunday midnight (24:00), except when an Employee works a period of time that starts before midnight and ends after midnight. Then the end of the day shall be the end of the continuous period of work.
- b) A break of less than Ten (10) hours in duration shall not constitute the end of day.
- c) Except as otherwise provided in this Agreement, time shall be calculated by the quarter hour so that an Employee shall be paid to the nearest quarter of the hour. Each quarter-hour period shall begin on the hour or the respective quarter hour (e.g. at 09:00 or 09:15, not 09:05 or 09:55).
- d) When an Employee is called to work, the Employee shall be paid a minimum of four (4) hours at the applicable rate of pay.
- e) If an Employee completes a period of duty in any day and is recalled to duty on the same day after a break of greater than two (2) hours has elapsed since the completion of that period of duty, the Employee shall be paid one (1) hour travel time at the applicable hourly rate. Paid travel time will be reduced by the un-worked portion of a minimum work shift, if any. Travel time shall not be considered hours worked with respect to overtime as outlined in Article 17 (Overtime).

16.3 When an Employee is required to return to work after an unpaid meal break, the Employee shall be paid no less than two (2) continuous hours at the applicable rate of pay.

16.4 When an Employee is required to return to work after a break of greater than two (2) hours, it shall be considered as an additional minimum work shift as provided in Article 16.2.d (Hours of Work / Minimum Work Shift).

16.5 Contacting Employees to perform services while not at the workplace shall be considered time worked and is subject to Article 16.2.d (Hours of Work / Minimum Work Shift), excluding discussing Employee availability for work shifts.

16.6 Fatigue is a safety hazard in the workplace and to manage that risk the Employer shall not schedule Employees to work excessively.

- a) Examples of excessively fatiguing work schedules include but are not limited to; working in excess of 12 hours in a day or working in excess of 8 consecutive days.

- b) Where an Employee working a setup run and strike engagement is given time free from work under this clause, the employer may bring in a relief worker to cover the period of that Employee's absence, which shall not exceed either:
  - i) 12 hours in 1 day for excessive work in a day or
  - ii) 1 day in a work week for excessive consecutive days.

## ARTICLE 17 – OVERTIME

- 17.1 All time referred to in this Article 17.1 shall be deemed “time-and-a-half” and paid for at one and one-half (1.5X) the regular time rate of pay. Time-and-a-half under this Article 17.1 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 in any week; only the first 8 hours of a day shall count towards the forty (40) hours;
  - c) The first 8 hours worked on a public holiday and the % in lieu of stat pay will not be paid on that day.
- 17.2 All time referred to in this Article 17.2 shall be deemed “double-time” and paid for at double (2X) the regular time rate of pay. Double-time under this Article 17.2 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 (00:00) and eight a.m. (08:00) regardless of start time of work shift;
  - b) All time worked in excess of twelve (12) hours in any one day or work shift;
  - c) All time worked on the 7<sup>th</sup> or greater consecutive day;
  - d) Where a work shift requires work to commence between midnight (00:00) and prior to six a.m. (06:00), all time worked that day;
  - e) All time worked in excess of eight (8) hours on a Public Holiday and the % in lieu of stat pay will not be paid on that day.
- 17.3 The G.I.T.D. shall pay to each Employee five percent (5%) of their gross wages in lieu of Statutory Holiday eligibility, except as provided for in articles 17.1 and 17.2.
- 17.4 The following shall be Public Holidays for the purposes of this Agreement:
  - a) New Year's Day
  - b) Family Day
  - c) Good Friday
  - d) Easter Monday
  - e) Victoria Day
  - f) Canada Day
  - g) BC Day
  - h) Labour Day
  - i) Thanksgiving Day
  - j) Remembrance Day
  - k) Christmas Day
  - l) Boxing Day

- m) 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.

## **ARTICLE 18 – VACATIONS AND VACATION PAY**

- 18.1 Permanent Employees shall be entitled to paid annual vacation as follows:
- a. In the first year or partial year of service, vacation will be ten (10) working days provided the Employee's successful completion of probation,
  - b. For four (4) to seven (7) years of service, vacation will be fifteen (15) working days,
  - c. For eight (8) or greater years of service, vacation will be twenty (20) working days,
  - d. Employees may take entitled vacation before it is accrued within the vacation year but if an Employee leaves the service of the G.I.T.D. having taken more vacation time than they have accrued, an adjustment shall be made to the employee's final cheque to repay such advances.
  - e. Employees who leave the service of the G.I.T.D. after completion of a minimum of twelve (12) consecutive months of employment shall receive vacation for the year of service in which termination occurs on the basis of one-twelfth (1/12) of their vacation entitlement of that year for each month or portion of a month greater than one-half worked to the date of termination.
- 18.2 The G.I.T.D. shall pay to each Casual Employee, in addition to the remuneration required under this Agreement, vacation pay equal to four percent (4%) of their regular time rate for all hours worked. Such additional payment shall be considered wages for the purposes of Article 26 (Health, Welfare and R.R.S.P. Accounts).

## **ARTICLE 19 – MEAL BREAKS AND REST PERIODS**

- 19.1 Either of the following shall be defined as constituting a "meal break":
- a) One unbroken, unpaid break of between 1 and 2 hours, within which the Employee can eat their meal;
  - b) One unbroken paid 30 minute period within which an Employee can eat their meal. The rate of pay shall be that which is applicable to the beginning of the 30 minute meal period.
- 19.2 Management shall prioritize scheduling 60+ minute meal breaks. If no other G.I.T.D. staff member is available to have charge of the job site during a 30min break, the Employer may require 1 Employee to remain on the job site during the meal break, provided the Employee is given notice at least 1 day in advance.
- 19.3 No unpaid meal break shall be allowed during a work shift of five (5) hours or less.
- 19.4 The G.I.T.D. shall not call an unpaid meal break for the employees:
- a) Less than two (2) hours from the beginning of a work shift, and
  - b) Less than three (3) hours from the end of the previous unpaid meal break.
  - c) Only one unpaid meal break will be allowed in a contiguous 8 hour period.
- 19.5 No meal break shall be set 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.
- 19.6 Meal breaks may be postponed up to 1 hour during a performance.
- 19.7 Rest Periods

- a) A fifteen (15) minute rest period shall occur roughly mid-way through each work period. A work period herein is ended by a meal break or the end of the workday. The rest period shall occur at a time which is appropriate to the activity the Employee is engaged in.
- b) Article 19.6 shall not apply during performances of more than five (5) continuous hours.

19.8 Meal breaks and/or rest periods may be staggered at the discretion of the G.I.T.D.

19.9 Lock-up and wash-up time, not to exceed 15 minutes, will be required prior to quitting time and meal breaks.

#### **ARTICLE 20 – MEAL PREMIUM**

If any Employee is required to remain on duty more than five (5) consecutive hours without a meal break, the Employee shall be paid at one-and-a-half times (1.5X) the applicable rate at the beginning of the sixth hour until relieved for a meal break. If a meal break falls during a performance, the Employer may postpone the meal premium by up to one hour

#### **ARTICLE 21 – LEAVE OF ABSENCE**

- 21.1 An Employee is entitled to up to three (3) bereavement days with pay in the event of a death in the Employee's family. Employees shall be compensated for actual work missed to a maximum of eight (8) regular hours per day for any of the three (3) days that were scheduled for work. Upon request of the Employee, compassionate leave without pay will be extended where possible.
- 21.2 In the event that an Employee desires leave without pay for personal reasons, application shall be made in writing to the G.I.T.D. twenty-one (21) calendar days prior to the first date of requested time off. The request should state the duration of leave requested (up to one year). The G.I.T.D. will respond to requests for leave within seven (7) days of receipt of said request. The granting of such leave shall be at the sole discretion of the G.I.T.D.. Such leave will not be unreasonably withheld. The timing of the Employee's return shall be determined by mutual agreement of the Employee and G.I.T.D..
- 21.3 The G.I.T.D. recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and/or performance at work. Workers experiencing domestic violence will be able to access five (5) days of paid leave for attendance at medical appointments, legal proceedings and any other necessary activities, and will provide the G.I.T.D. with as much notification as possible on a best efforts basis. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval. If additional leave is required, such leave will be without pay and the G.I.T.D. shall not unreasonably withhold any such requests.
- 21.4 The parental leave provisions of the Employment Standards Act are applicable to the Employees covered by this Agreement, except that a Permanent Employee with a newborn child or who adopts a child is entitled to a two-week paid leave of absence, and their pay shall be based on the average of wages paid over the previous four (4) weeks worked.

#### **ARTICLE 22 – SICK DAY BANK**

- 22.1 For the purposes of this article, sick leave is defined as those periods when an Employee takes leave with pay pursuant to Article 22.2 because the employee is ill or disabled for reasons not covered by



the Workers' Compensation Act and as a result is unable to attend work. For the purposes of this article, compensation for a sick day shall be equal to the hours of work scheduled on the day taken.

- 22.2 Permanent Employees shall be eligible for one (1) day of sick leave for each month of service. Other Employees shall be entitled to the number of sick days dictated by provincial regulation.
- 22.3 The yearly sick leave entitlement of twelve (12) days shall be credited to an employee's sick day bank on January 1<sup>st</sup> of each year of service. In the first year of employment, the number of sick days for the remainder of that year shall be credited to an employee's sick bank upon completion of probation. However, should the employment of such employee be terminated for any reason before the yearly sick-leave advance entitlement has been earned that year, an adjustment shall be made to the employee's final cheque to repay such advances.
- 22.4 Unused sick days from the previous calendar year shall be carried forward for use in subsequent years, at a rate of 50% of the unused entitlement. The maximum days in the sick bank shall be twenty (20) days.
- 22.5 No cash payment for unused sick leave will be paid to any employee leaving the service of the G.I.T.D..
- 22.6 The G.I.T.D. reserves the right to require satisfactory proof of illness before any paid sick leave is granted.
- 22.7 A full time employee who receives wage loss benefits from the Insurance Corporation of B.C. or a court action shall reimburse the G.I.T.D. (at the rate paid out) for benefits received under this article up to the amount of:
- a) benefits received from the G.I.T.D. as sick leave; or
  - b) benefits received from the Insurance Corporation of B.C. or a court action and designated as compensation for loss of wages; whichever is less. It is understood that this provision is not intended to affect a private insurance program carried by a regular full-time employee.

## **ARTICLE 23 – SAFETY**

- 23.1 The Union and the G.I.T.D. shall cooperate in improving rules and practices that will provide protection from injury to all persons.
- 23.2 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.
- 23.3 Safety procedures will be followed and safety equipment provided by the G.I.T.D. will be used by the Employees.
- 23.4 Any employee hired to perform job functions where a certification is required by government regulation (such as: Forklift Operator, Lift Operator, Electrician, etc.) shall be certified, and the Employee shall provide proof of certification to the G.I.T.D..
- 23.5 Outstanding safety issues will be resolved by the Labour/Management Committee.

- 23.6 An Employee having to cease work due to a compensable injury shall be paid by the G.I.T.D. for the full work shift for which they were called on the day of the injury.
- 23.7 The G.I.T.D. will comply with the Worksafe B.C. Industrial Health and Safety Regulation. The G.I.T.D. shall carry such Workers' Compensation Coverage as is required by law.
- 23.8 Employees shall not be required to work alone. If a rental client is unable to provide someone to stay with the technician until the lock up procedure is completed, another venue staff member must be present to ensure safety.
- 23.9 The G.I.T.D. must ensure that rental clients are notified of and agree to Article 23.8 upon confirmation of booking.

## **ARTICLE 24 – REMUNERATION AND PAYMENT OF WAGES**

- 24.1 The rates of remuneration set out in **Schedule A** to this Agreement shall apply during the term hereof.
- 24.2 Where, on any work shift, 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 work shift. Decisions made with respect to the preceding statement shall be in consultation with the Union and the representative of the G.I.T.D..
- 24.3 Health and Welfare payments and R.R.S.P. deductions and payments as defined in this agreement, as well as dues and assessments as defined from time to time in accordance with the Union's Constitution and By-Laws, shall be paid to the Union and applicable Trusts no later than the fifteenth (15th) day of the month following work being performed. The G.I.T.D. agrees to provide a list of Employees with a full accounting of all deductions, payments and hours worked.
- 24.4 Employees will be paid bi-weekly every other Friday for the work completed to the preceding Sunday. Each pay cheque shall include an itemized statement indicating time worked at regular time as well as any premium rates of pay (ST, OT, DT and Meal premiums), benefit premiums and individual deductions.
- 24.5 Each Employee will submit a timesheet every week for all work performed that week, including a breakdown of hours worked and meal breaks taken. Completion of timesheets shall be considered time worked.
- 24.6 The G.I.T.D. shall make the required Income Tax, Canada Pension Plan and Unemployment Insurance deductions and contributions as required under Provincial and Federal Statute.
- 24.7 Willful non-payment of wages when due or non-payment of moneys due to the employees and/or the Union shall constitute a fundamental breach of this Agreement, and in such cases, neither the Union nor any of its members shall be held liable for work stoppage or for any liabilities whatsoever resulting in such action.

## **ARTICLE 25 – COST OF LIVING ADJUSTMENT**

- 25.1 Should the average Consumer Price Index for Vancouver (all items), as published by Statistics Canada on its website, in the last month of a contract year indicate a rise in the cost of living for that

contract year greater than 8%, the Schedule "A" wage scale will be increased at the end of the contract year in the following manner:

- a) for any percentage point to the nearest tenth that the Consumer Price Index increase exceeds 8% for that year, Schedule "A" rates will be increased by that % amount with immediate effect, before the pay percentage increase outlined for the following year is applied.

## **ARTICLE 26 – HEALTH, WELFARE AND R.R.S.P. ACCOUNTS**

- 26.1 In the event that G.I.T.D. enrolls workers in an extended medical and dental plan, Permanent Employees under this agreement shall also be enrolled, immediately following the successful completion of their probation period.
- 26.2 The G.I.T.D. shall pay one hundred percent (100%) of any Medical Service Plan (MSP) fees levied by the provincial government for all Permanent Employees immediately following successful completion of their probation period.
- 26.3 Health & Welfare: The G.I.T.D. will pay to the I.A.T.S.E. Local 118 Health and Welfare Trust Account three percent (3%) of gross wages for every Employee under this Agreement not on the G.I.T.D.'s extended medical and dental plan for health and welfare purposes.
  - a) At the start of year two of this agreement the percentage shall increase to four percent (4%) of gross wages.
  - b) At the start of year three of this agreement, the percentage shall increase to five percent (5%) of gross wages.
- 26.4 Employee R.R.S.P. Contribution: The G.I.T.D. will deduct from each Employee five percent (5%) of gross earnings as Employee Savings Plan Deductions and remit the same to the I.A.T.S.E. Local 118 Savings Trust Account.
- 26.5 Employer R.R.S.P. Contribution: The G.I.T.D. will pay to the I.A.T.S.E. Local 118 Savings Trust Account three percent (3%) of gross earnings for every hour worked by every Employee for RRSP purposes.
  - a) At the start of year two of this agreement, the percentage shall increase to four percent (4%) of gross earnings
  - b) At the start of year three of this agreement, the percentage shall increase to five percent (5%) of gross earnings

## **ARTICLE 27 – DISCIPLINE**

- 27.1 Employees shall have the right to have a representative of the Union present in any meeting with the G.I.T.D. that may lead to discipline or termination.
- 27.2 Right to Discipline: The G.I.T.D. shall have the right to: refuse to hire, discipline, or dismiss any Employee for which the G.I.T.D. has Just Cause.
  - a) In any grievance arising from the G.I.T.D.'s refusal to hire, discipline, or dismissal of any Employee, the G.I.T.D. has the onus of showing Just Cause.

- b) If in the opinion of the Union, the G.I.T.D. fails to establish just cause for refusal to hire, discipline, or dismissal of an Employee, the matter shall be referred to the Grievance Procedure contained in this Agreement.
- c) "Just Cause" in this Agreement shall include but not be limited to:
  - i) Breach of any rules, regulations, policies and practices governing the duties, functions and responsibilities of the Employees that the G.I.T.D. deems reasonably necessary for their conduct and the management of its undertakings in all respects in order to satisfy its commitments and objectives insofar as such rules, regulations, policies and practices do not conflict with the terms of this Agreement;
  - ii) Insubordination or failure to obey the proper instructions, written or verbal, of the Employee's Supervisors including but not limited to the General Manager, Producers, Event Organizers, Production Manager, Technical Directors, Stage Managers, Directors, Designers, or Supervising Technicians;
  - iii) Unsatisfactory performance of the Employee's duties;
  - iv) Inability to perform the duties for which they were hired;
  - v) Intoxication, or being under the influence of illegal drug(s), or other substances which impair performance, while in the employ of the G.I.T.D.;
  - vi) Theft, fraud or other criminal or illegal activities while in the employ of the G.I.T.D.;
  - vii) Repeated unauthorized absence or repeated unauthorized tardiness.

### 27.3 Discipline procedure

- a) It is the intent to utilize, where appropriate, progressive discipline. Except in cases of gross misconduct, formal procedures do not need to be invoked when a rule is broken or a standard is not met. Conversations and discussions of reconciliation or improvement may be used to deal with issues of discipline. Appropriate disciplinary action shall be governed by the severity of the complaint, the employee's length of service and the employee's work record. If any party objects to these informal procedures, formal discipline procedures shall be used. Formal discipline shall mean:
  - i) firstly a conversation between employee and employer where options for reconciliation and benchmarks for improvement are discussed and mutually agreed upon
  - ii) secondly written warning
  - iii) thirdly suspension
  - iv) and finally termination
- b) during any disciplinary procedures, the Union shall be notified and the Employee shall have the right to have another Union member present.

27.4 Effective Date and Notification: Any discipline or dismissal shall be effective as of the moment the Employee is notified in writing by the G.I.T.D.. The G.I.T.D. shall notify the Union in writing within forty-eight (48) hours of such discipline or dismissal. Notification to the Employee and the Union shall include the reason(s) for discipline or dismissal.

27.5 Any Employee dismissed pursuant to this article shall not be an available member in good standing of the Union for the purposes of Article 11 (Calling Procedures for Casual Employees) of this

Agreement. It is understood that this article 27.5 may be waived by mutual agreement between the G.I.T.D. and the Union.

27.6 Any Employee dismissed wrongfully pursuant to this Article 27 will be eligible for payment of all lost wages and shall be made whole.

## **ARTICLE 28 – GRIEVANCE PROCEDURE**

28.1 All differences between the Union and the G.I.T.D. 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:

- Step 1:** Every effort shall be made by the Employee(s) and the G.I.T.D. to resolve the issue verbally. Either party shall have the right to have a Union Steward or representative present at such a discussion.
- Step 2:** If the issue cannot be resolved verbally, then either party may formally register the difference or complaint in writing within ten (10) business days of the incident giving rise to the complaint. The Union shall present its complaint to G.I.T.D.'s Management and the G.I.T.D. shall present its complaint to the Union's Office.
- Step 3:** If no settlement is reached, designated representatives of both parties shall meet within ten (10) business days of the complaint being registered with the other party to try and resolve the matter.
- Step 4:** If agreement cannot be reached within ten (10) business days after the first meeting described in Step 3, the grievance shall be referred to a single arbitrator to be selected by both parties, whose decision shall be final and binding on all persons bound by this Agreement. If the Union and senior management officials of the G.I.T.D. 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 differences shall be borne equally by the Union and the G.I.T.D..

28.2 The time limits in this Article 28 may be extended by mutual agreement.

## **ARTICLE 29 – TOOLS, DRESS, AND PERSONAL VEHICLE**

29.1 Tools:

- a) Each Employee shall be required to provide a basic hand tool kit consisting of: multi-tool and adjustable wrench.
- b) If an Employee, at the request of the G.I.T.D., supplies tools other than the basic hand tool kit specified in Article 29.1(a) or Article 29.2, the G.I.T.D. shall insure these tools while on the G.I.T.D.'s premises, provided a list of these tools has been submitted to the G.I.T.D..
- c) The Employee shall ensure that tools or parts of tools (such as blades and bits) supplied by the Employee at the request of the G.I.T.D. shall be in proper working condition. Any items such as blades and bits that break or wear out will be replaced by the G.I.T.D.. A request by the G.I.T.D. to supply additional tools shall not be a requirement of employment.

- 29.2 Employees shall be required to follow all Personal Protective Equipment (PPE) requirements for the job they are doing. The G.I.T.D. must inform the Employee forty-eight (48) hours in advance of the work shift, or as soon as is known by G.I.T.D., if the employee is required to supply PPE.
- 29.3 All Employees, when they report for work, shall be dressed accordingly for the activity in which they are to be engaged. The G.I.T.D. may make regulations with respect to dress for performances such as show blacks or dress blacks as long as they inform the employees forty-eight (48) hours in advance of such requirements taking effect.
- 29.4 If an Employee reports for work without the appropriate dress or without the basic tool kit then, in the first case, the Employee shall be warned in writing with a copy sent to the Union and, in the second case, may be released from the work shift by the G.I.T.D. without compensation and with no penalty to the G.I.T.D.. At the G.I.T.D.'s discretion the Employee may be released, without pay, for the time it takes to acquire the appropriate dress or the basic hand tool kit needed to complete the work shift.
- 29.5 If the Employee is dispatched after the call notice stated in Article 11.1.a (Calling Procedures for Casual Employees) of this Agreement, then the Employee will endeavour, to the best of their ability, under the circumstances, to provide special dress or tools. The Employee will not be penalized for their inability to provide these items.
- 29.6 Should an Employee be requested and agree to use a personal vehicle for the G.I.T.D.'s business, the Employee shall be compensated at the most recently published rate by the Canada Revenue Agency per travelled kilometre, plus parking expenses. It shall be the responsibility of the Employee to provide appropriate vehicular liability insurance in accordance with current insurance requirements. It shall not be a condition of employment that an Employee provides a vehicle.

### **ARTICLE 30 – TRAVEL EXPENSES**

- 30.1 Should Employees be required to travel outside Metro Vancouver Regional District the following conditions shall apply:
- a) Time spent traveling shall be considered time worked.
  - b) Accommodation expenses shall be paid by the G.I.T.D.. Accommodation shall be the same as that provided to others, i.e.: Musicians. Actors, Designers etc.
  - c) Meal expenses shall be paid by the G.I.T.D.. Such expenses shall be reimbursed as outlined by the Canada Revenue Agency travel directive appendix for meal allowances.
  - d) Additional legitimate expenses shall be reimbursed upon presentation of a receipt.
- 30.2 When Employees are required to work after midnight and do not have motorized transportation other than public transit, the Employee may take a Taxi and submit a receipt to the G.I.T.D. for reimbursement in accordance with G.I.T.D. policy.

### **ARTICLE 31 – TRAINING TIME**

- 31.1 In recognition of the need to maintain adequately trained and skilled technicians, and maintain the safety and security of the Employees covered by this Agreement, the G.I.T.D. agrees to allow, at times approved by the G.I.T.D., access to the equipment and work areas for the purpose of

instruction in the proper and safe use of the equipment and work techniques. Training time will not be paid unless training is required by the G.I.T.D..

31.2 Any Employee conducting training on behalf of the G.I.T.D. shall be paid in accordance with this agreement.

**ARTICLE 32 – TECHNOLOGICAL CHANGE**

- 32.1 The Union recognizes the right of the G.I.T.D. to introduce technological change for the purpose of improving operating efficiency.
- 32.2 In the event the G.I.T.D. introduces change or a new method of operation which requires different or greater skills, the G.I.T.D. shall give the Union ninety (90) days written notice of such changes. Within fifteen (15) business days of such written notice the G.I.T.D. and the Union shall meet to discuss and resolve if possible, any matters pertaining to the proposed changes.
- 32.3 Employees affected by any change or new method of operation shall be given proper time to acquire the skills necessitated by the change or new method of operation.
- 32.4 Where the G.I.T.D. determines that special training is required because of the change or new method of operation, Employees shall be given the necessary time off with pay to attend such training.
- 32.5 Technological change in this article includes when any number of Lessees frequently bring in the same rented equipment and it is used in place of G.I.T.D.-owned equipment. Frequently shall be at least 3 separate leases and/or presentations. The G.I.T.D.’s obligation will be to train 1 Employee of their choosing.

**ARTICLE 33 – SCHEDULES**

33.1 It is agreed between the G.I.T.D. and the Union that all Schedules annexed hereto are an integral part of this Agreement.

**ARTICLE 34 – SAVINGS CLAUSE**

34.1 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.

**ARTICLE 35 – SIGNATORIES**

IN WITNESS WHEREOF the Parties hereto have affixed their hands through their respective representatives on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Authorized representative for the G.I.T.D

Authorized representative for the Union

\_\_\_\_\_

\_\_\_\_\_

Name, position

Name, position

**Schedule A - Wage Rates**

<b>Pay Grade</b>	<b>Function*</b>	<b>Jan 1 2023</b>	<b>Jan 1 2024</b> +1.5%	<b>Jan 1 2025</b> +2%
1	Helps advance technical needs, develops policy and works as a G.I.T.D. technician.	\$26.77	\$27.17	\$27.71
2	supervises, leads, instructs, or directs the workflow of other G.I.T.D. or lessee workers	\$25.25	\$25.63	\$26.14
3	works alone or works self-directed, may act as a liaison with lessees.	\$24.24	\$24.60	\$25.10
4	technical theatre workers not included in other paygrades, Works as directed	\$23.23	\$23.58	\$24.05
5	program and/or operate an audio console for events where the number of audio sources/inputs is 11 or greater	\$35.00	\$35.53	\$36.24
6	program and/or operate an audio console for events where the minimum number of audio sources/inputs is 7 and the maximum number of audio sources/inputs is 10	\$30.50	\$30.96	\$31.58

\* Functions are not job titles; job titles are within management rights. The Employer may create positions and job titles, the paygrade for such new positions and titles shall be agreed to with the Union. If no agreement can be reached the matter will be referred to the Joint Labour/Management Committee for resolution.



Letter of Understanding regarding Building facilities work

Between:

Granville Island Theatre District Society  
(The G.I.T.D.)

AND

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

1. This Letter of Understanding shall be in force and binding from 01 January 2023 to 31 December 2025
2. As interpretation guidelines for the collective agreement, use, maintenance, and repairs of any building facilities are not within the scope of technical theatre work so long as they do not involve technical theatre equipment. Examples include; tables, chairs, building mechanical systems and standard room lighting.

Authorized representative for the G.I.T.D

Authorized representative for the Union

\_\_\_\_\_  
Name, position

\_\_\_\_\_  
Name, position

G.I.T.D. / IATSE 118 CBA – Ratification Version 02 Jan 2023  
Letter of Understanding regarding G.I.T.D. Touring, Producing and Co-Producing

Between:

Granville Island Theatre District Society  
(The G.I.T.D.)

AND

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

1. This Letter of Understanding shall be in force and binding from 01 January 2023 to 31 December 2025
2. The G.I.T.D. will not tour, produce, or co-produce.
3. If the G.I.T.D. decides to tour, produce, or co-produce, the G.I.T.D. will endeavor to give the Union as much notice as possible, but no less than 120 days of notice before the first day of work.
4. The parties agree to meet to discuss the G.I.T.D.'s planned activities, within 14 calendar days of notification, to review the Collective Agreement, and discuss any points of concern.
5. Producing, Co-Producing, and Touring shall be defined as such:
  - a) A production will be considered a co-production when production costs and liabilities are substantially shared between the G.I.T.D. and other producer(s).
  - b) Co-productions are not considered to be a Touring Production when presented in a co-producer(s) venue.
  - c) A Touring Production is defined as a production when presented in venues other than the venues of the co-producer(s).
6. If the G.I.T.D. requires engaging workers for any of the following activities, these items will be opened for negotiation:
  - a) Wardrobe builds
  - b) Set builds
  - c) Special effect builds
  - d) Prop builds
  - e) Shipping case builds
  - f) Touring personnel and I.A.T.S.E. Traveling Stage Employees Contract ("Pink Contract")

Authorized representative for the G.I.T.D

Authorized representative for the Union

\_\_\_\_\_  
Name, position

\_\_\_\_\_  
Name, position