

# **COLLECTIVE AGREEMENT**

BETWEEN

**VDC Dance Centre Society**  
(hereinafter called the "Employer")

and

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

**Local 118**  
(hereinafter called the "Union")

Effective from:  
December 1, 2024  
To  
August 21, 2027

## **PREAMBLE:**

### Recognition and Jurisdiction

A. The Employer is an employer within the meaning of the Labour Relations Code of British Columbia ("Labour Relations Code").

B. The Union is the bargaining authority for the stage technical employees of the Employer ("Employees").

C. The Employer operates a seven floor facility, including a black box performance studio theatre, six studios, and other auxiliary spaces located at 677 Davie Street in which performances regularly occur.

D. The Employer's activities include presenting and producing events which occur in the spaces on its premises, as well as off-site for International Dance Day, Dance in Vancouver, and other events, which regularly require Employees to assist in production and execution. In addition, the Employer regularly rents out the spaces on behalf of the Owner throughout the facility.

## **ARTICLE 1 GENERAL PURPOSE**

1.1 It is the purpose of this Agreement, in recognizing a common interest between the Employer and the Union in promoting cooperation and friendly spirit between the Employer and its Employees, to set forth conditions covering rates of pay, hours of work and other conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable resolution of grievances.

1.2 a) Pursuant to the provisions of Section 53 of the Labour Relations Code, the Employer and the Union agree to the establishment of a Joint Labour/Management Consultation Committee for the purposes of consulting during the term of the collective agreement about workplace issues.

b) The Committee shall meet quarterly and agrees to identify agenda items and circulate to the other members three days in advance of meeting.

1.3 Nothing in this agreement shall be construed so as to contravene any Provincial statute or regulation or any applicable statute or regulation of Canada.

1.4 The Employer agrees that all third party use of its facilities will be bound to and abide by the terms and conditions of this Agreement as a condition of their contract with the Employer.

## **ARTICLE 2 TERM OF AGREEMENT**

2.1 This Agreement shall be effective from Dec 1<sup>st</sup> 2024 to August 31<sup>st</sup> 2027, both dates inclusive.

2.2 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.

2.3 Notwithstanding the above, it is agreed that the Employees may strike and the Employer may lockout after this Agreement's expiry date.

2.4 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

### **ARTICLE 3 NO DISCRIMINATION, NO HARASSMENT**

3.1 All of the terms and conditions of this Agreement will apply equally to all Employees. The Employer shall not discriminate against Employees contrary to the BC Human Rights Code or due to Union membership or lawful participation in Union activities. For clarity, categories currently enumerated in the BC Human Rights Code include Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age. If new categories are added to this list in the BC Human Rights Code, this agreement will be updated to include those categories at the earliest opportunity.

3.2 All parties agree to commit to maintaining and expanding the diversity of the Dance Centre's workforce, and volunteers and are committed to providing a work environment supportive of human dignity and respect. It is the imperative of both the Employer and the Employees to ensure that every employee and volunteer is entitled to a workplace free of intimidation, discrimination, harassment, bullying and workplace violence.

3.3 Harassing and/or discriminatory behaviours include any coercive, hostile, intimidating or inappropriate conduct or comment by a person towards another that the person knew or reasonably ought to have known would cause the other to be humiliated or intimidated.

3.4 This article pertains to all employees and extends to all activities performed on or off the Dance Centre's premises.

3.5 The Dance Centre strongly committed to maintaining a safe, healthy, collegial and inclusive working environment in which all individuals are treated with respect and dignity. This is in line with the Dance Centre's core values of diversity, community, excellence and innovation, ethics, integrity, respect, and learning and development, which act to guide employee interactions. Dance Centre's fulsome Respectful Workplace Policy, including reporting procedures and definitions can be found within the Employee Policy and Procedure Handbook.

## **ARTICLE 4 UNION RECOGNITION**

4.1 The Employer recognizes the Union as the sole collective bargaining authority for the Employees.

4.2 Upon request by the Union:

(a) an Employee's absence from work without pay shall be permitted where required in connection with the handling of a grievance; and

(b) a Shop Steward's absence from work with pay shall be permitted where required in connection with the handling of a grievance

and such permission shall not be unreasonably withheld.

4.3 Upon 24 hours advance notice, representatives of the Union shall be permitted by the Employer to enter Employee work areas at reasonable times. Representatives will be free of interference and will minimize any interruption or interference with any work in progress. Meetings shall not be held with Employees on the premises during working hours without the permission of the Employer. Union Representatives must check in with the Executive Director, or their designate, upon arriving at the facility.

4.4 The Employer shall display the I.A.T.S.E. Local 118 Emblem in an appropriate place in the lobby. The employer shall include the Union Emblem on any promotional and program material where any other professional organizations are acknowledged.

4.5 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 Employer's right to use the Emblem will be withdrawn.

4.6 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 clause 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 clause of the Agreement violates such Constitution and By-laws.

## **ARTICLE 5 UNION SECURITY**

5.1 a) The work assigned to the bargaining unit shall include all work of a kind and nature usually performed for the Employer by stage technical employees, this includes, but is not limited to, erecting and dismantling scenery, rigging, stage equipment and machinery of all kinds and nature during setup and strike, technical operation of the theatre, and operation of lights, sound, video and camera equipment (the "Covered Work"). This excludes camera and recording equipment that is used to capture or document a performance.

b) There are occasions each year when TDC performs work outside its primary location at 677 Davie Street. On occasions when bargaining unit employees are called to perform work on behalf of TDC outside of its primary location, the collective agreement shall apply.

5.2 The Technical Director has in the past, and may continue to in the future, do some amount of Covered Work required for the Employer's productions. The Employer and Union agree to continue this practice with limited hours in order to keep the Technical Director familiar with the day-to-day experience of working in the space while reserving a sufficient number of administrative hours required for the smooth functioning of the theatre. As such, the Technical Director may be permitted to perform up to forty (40) hours of Covered Work per two (2) week period. The forty (40) hour limit shall never be exceeded in any two (2) week period.

5.3 In recognition of the fact that artists' unsupervised operation of stage, sound and video equipment for teaching and rehearsal purposes is a core function of the 6 rehearsal studio spaces (the Marcuse, Zagar, Kraul, Jandali, Birmingham and Jarislowsky studios), such work done in those spaces may be performed by non-employees, but will be considered Covered Work when performed by Employees.

5.4 The Employer shall only hire as Employees persons who are, at the time of hiring, members in good standing of the Union or who are approved by the Union to perform Covered Work.

5.5 All Employees shall remain in good standing with the Union as a condition of employment with the Employer. The Union is responsible for informing the Employer if an Employee is not in good standing.

5.6 All Covered Work shall be performed by members of the Union, except as permitted elsewhere in this agreement.

5.7 The Employer agrees not to contract out Covered Work.

## **ARTICLE 6   HIRING OF PERMANENT EMPLOYEES**

6.1 Should the Dance Centre hire a permanent position, the position shall be hired with a minimum of ten (10) hours per week for a minimum term of September – June of each year.

Upon mutual agreement between the employee and the Dance Centre an averaging agreement may be utilized for any permanent employees to work up to 12 hours a day without overtime. The averaging agreement must meet the following conditions:

- (a) The agreement shall be in writing;
- (b) The agreement shall specify a start date and an end date for the work schedule;
- (c) The Employer and the Union shall sign the agreement before the start date;
- (d) The agreement shall specify the number of weeks in the schedule - 1, 2, 3 or 4 weeks;
- (e) The agreement shall specify the hours scheduled for each day covered by the agreement.

- (f) The agreement shall specify the number of times the agreement may be repeated.
- (g) The hours scheduled shall not average more than 40 per week over the period of the agreement.
- (h) The Union and the affected Employee(s) shall receive a copy of the agreement before the agreement takes effect.
- (i) This averaging agreement does not have to be filed with the Employment Standards Branch.

6.2 At management discretion and based on operational needs, the filling of any permanent positions will be based on:

- a) Sufficient ability to perform the requirements of the job;
- b) Length of service based on hours worked at Dance Centre

6.3 Any permanent positions shall be posted for a minimum of seven (7) days prior to hiring. The Employer will fill vacancies in priority order as follows:

- a) from the Dance Centre Roster
- b) casual Union permittees who have worked at least 100 hours at the Dance Centre or from the Union's membership list
- c) others who are qualified to perform the job

6.4 The successful candidate, if not already a member of the Union, shall become a member as a condition of employment.

## **ARTICLE 7 HIRING OF CASUAL EMPLOYEES**

7.1 When the Employer makes a call for Employees, hired permanent part-time or full-time Employees may be assigned by the Employer as needed to fulfill their contracted guaranteed hour obligations.

7.2 When the Employer makes a call for Employees, employees on the Roster will have the right of first refusal. The Employer may assign specific Employees from the Roster to calls when requested by clients or presented or programmed artists.

7.3 Once the first refusal has been given or the roster has been exhausted, Employees will be hired and dispatched in the following manner:

The Employer shall make calls for Employees as soon as possible (which, except in unusual circumstances, shall be not less than four (4) days prior to the start time of the work period). The Employer shall advise the Union of:

- (a) The start and end times of the work;
- (b) The number of persons required, specifying the category of work for each person.

7.4 Continuity of Employment (Running Crew): Running crew shall be employed for the setup, run and strike of the production (i.e. they shall be first called and last cut for all work that is part of or associated with the production).

7.5 Continuity of Employment (Set-up and Strike Crew): Subject to Article 7.3, Employees that work a setup or strike shall work the entirety of that setup or strike. When a set-up and a strike fall on the same day, those Employees that work the set-up shall be offered first right of refusal on the strike.

7.6 The Union shall dispatch Employees to work based upon qualifications to perform the work needed, seniority, and availability.

7.7 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 in reverse seniority order provided that the employee with the greater length of service has the qualifications and sufficient ability to perform the available work satisfactorily.

7.8 In the event of an extension of a run, the Employer shall notify the Union not less than seven (7) calendar days prior to the original closing date of the production. Employees are not required to accept the extension but must give notice to that effect within 48 hours of being notified of an extension by the Employer.

7.9 Once the Dance Centre has gone through its Roster, If the Union is unable to supply sufficient qualified Employees for a specific call, the Employer may hire Employees elsewhere. Such persons shall register with the Union and shall be covered by this Agreement.

7.10 Article 7.9 shall only apply under the following circumstances:

a) For Global Dance Connections Head Technician calls: the Employer has provided a minimum of 30 days' notice to the beginning of the call and the Union has not filled the call within 10 days of the beginning of the call.

b) For casual / day calls: the Employer has provided a minimum of 7 days' notice to the beginning of the call and the Union has not filled the call within 24 hours of the beginning of the call.

c) The Employer has requested and the Union has agreed that for a specific call the Employer may hire Employees elsewhere.

(d) in the event of an emergency call replacement or a vacancy with less than 24 hours notice, following the Employer's attempt to hire from its Roster and Union dispatch.

7.11 The employer may provide Technical Intern opportunities through the Canada Summer Jobs program, or a similar program, for students to foster the training and development of individuals that wish to enter into a career in technical support for the performing arts in accordance with the following process:

- a) The employer may advertise for and hire applicants who are not members of Local 118 for seasonal Technical Intern opportunities. Whenever possible, the employer should consider candidates who self-identify as belonging to equity-seeking groups.
- b) Technical Interns shall be employed under the terms and conditions of this Agreement and shall register with Local 118 as a Permittee prior to commencement of employment or as soon as possible thereafter.
- c) Before a Technical Intern begins participating in calls, they will be provided with one eight (8) day week of practical hands-on training as applicable. An Employee, such as the Venue Technician, will train the Technical Intern on safety protocols, equipment operation and/or maintenance. This training may be also provided by the Technical Director, in lieu of an Employee, and this will not count towards their allotted hours of Covered Work for the purposes of clause 5.2.
- d) Technical Interns shall not perform work normally performed by bargaining unit members without direct supervision of an Employee. The Technical Director may fulfill this supervision requirement in lieu of an Employee, and this will count towards their allotted hours of Covered Work for the purposes of clause 5.2.
- e) The Employer will not hire more than two (2) Technical Interns in one calendar year.
- f) Hours worked by Technical Interns will count towards IATSE 118 membership.

## **ARTICLE 8 CANCELLATION OF CALL**

8.1 To cancel or reduce a call, in hours or number of Employees without penalty under this Agreement, the Employer will notify the affected Employees and the Union at least twenty-four (24) hours prior to the time of call. In the event such notice is not given, the Employer shall pay to the employee an amount equal to that remuneration which the Employees would have earned through four (4) hours of work at straight time in their respective work categories.

8.2 In lieu of cancelling a call, the Employer may provide alternate work to Employees during the hours originally scheduled for the call.

## **Article 9 HOURS OF WORK**

9.1 A week shall include the period from 00:01 hours Sunday until 24:00 hours the following Saturday.

9.2 For the purpose of computing pay for normal/straight time and overtime:

(a) The end of each day is midnight and then of each week is Saturday midnight, except that when an Employee works a period of time that starts before midnight and ends after midnight 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 a day.



c) Except as otherwise provided in this Agreement, time shall be calculated by fifteen (15) minute increments so that an Employee shall be paid for a full fifteen (15) minute period if any portion of a fifteen (15) minute period is worked. Each fifteen (15) minute period shall begin on the quarter hour (e.g. at 0915, not 0910 or 0920).

9.3 Any call to work after an unpaid break of:

(a) One (1) to two (2) hours would require another two (2) hours minimum pay at the applicable rate.

(b) More than (2) hours would require another four (4) hours minimum pay at the applicable rate.

9.4 When an Employee is called to work, the Employee shall be paid a minimum of four (4) hours at the applicable rate of pay. Such period of work shall be unbroken except for a fifteen (15) minute rest break.

9.5 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 daily rate, unless the Employer can provide a space on the premises inaccessible to the public in which to rest.

9.6 A Head Technician or Venue Technician performance call attended by the public shall begin at least one (1) hour before the beginning of the performance.

9.7 A call for any performance attended by the public shall end at least half an hour after the last patron has exited the performance space.

9.8 Un-worked portions of a minimum call shall be paid at the prevailing rate.

## **ARTICLE 10 OVERTIME AND HOLIDAY PAY**

10.1 All Overtime referred to in this clause shall be paid at one and one half (1.5) the straight time rate of pay. Overtime under this clause consists of each of the following separate categories of work and arises when work falls within any of the following categories:

(a) All time worked in excess of eight (8) hours on any day.

(b) All time worked in excess of forty (40) hours in a week.

(c) All time worked after 1:00 a.m. and before 9:00 a.m. regardless of the time of call.

10.2 All overtime referred to in this clause shall be paid for at two (2) times the straight time rate of pay. This is the maximum rate of overtime pay and work applying to multiple categories shall not pyramid and increase beyond this rate of pay. Overtime under this clause consists of each of the following separate categories of work and arises when work falls within any of the following categories:

- (a) All time worked in excess of twelve (12) hours in any one day or shift.
- (b) All time worked in excess of forty-eight (48) hours in a week.
- (c) All time worked on the seventh (7th) consecutive day of employment.
- (d) All time worked where multiple categories of clause 10.1 are applicable.

10.3 For the purposes of calculating total weekly hours, only the first eight (8) hours of the day shall be considered. 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.

**ARTICLE 11 STATUTORY HOLIDAYS**

11.1 The designated statutory holidays are as follows:

<b>New Years Day</b>	<b>BC Day</b>
<b>Family Day</b>	<b>Labour Day</b>
<b>Victoria Day</b>	<b>National Day for Truth and Reconciliation</b>
<b>Good Friday</b>	<b>Thanksgiving Day</b>
<b>Easter Monday</b>	<b>Remembrance Day</b>
<b>Canada Day</b>	<b>Christmas Day</b>
	<b>Boxing Day</b>

Permanent employees required to work on one of the above listed statutory holidays shall be compensated at the rate of one and a half (1 ½) their regularly hourly rate, plus an average day’s pay (statutory holiday pay).

Casual employees who work on a statutory holiday shall be compensated at 1.5x the prevailing rate.

11.2 It is understood that the payment provisions for statutory Holidays shall not preclude overtime provisions pursuant to this agreement

11.3 When a statutory holiday falls on a permanent employees scheduled day off or a vacation day, the following regularly scheduled work day will deemed the holiday for purposes of this Article

11.4 When a permanent employee is required to work on a statutory holiday, the Employer must give the Employee a working day off with pay according to Article 11.1

**ARTICLE 12 LEAVES OF ABSENCE**

12.1 When a permanent employee is required to be absent from work during the one-week period following the death of an immediate member of the family, the Employee, if scheduled to work that week, shall be entitled to a leave of absence with pay for up to three (3) days of work. Casual employees will be entitled to three (3) days of unpaid leave. Such time off shall be arranged by mutual agreement.

12.2 Upon request of the Employee, compassionate leave without pay will be extended where possible.

12.3 In the event that an Employee desires leave without pay for personal reasons, application shall be made in writing to the Employer stating the reasons for such leave and the duration of such leave. The granting of such leave shall be at the discretion of the Employer. Such leave will not be unreasonably withheld. The timing of the Employee's return shall be determined by the Employer.

### **ARTICLE 13 - SICK LEAVE**

13.1 For the purposes of this article, sick leave is defined as those periods when an Employee takes leave with pay 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.

13.2 Currently the prescribed number of days under the Employment Standards Act (ESA) is five (5) days. The prescribed number of days shall be defined by the Act.

If requested by the Employer, the employee must, as soon as practicable, provide to the Employer reasonably sufficient proof that the employee is entitled to leave under this Article.

Payment for the Sick Days shall be in accordance with 50(3) of the ESA and shall be based on an average days pay.

13.3 No cash payment for unused sick leave will be paid to any employee leaving the Employer

### **ARTICLE 14 MEAL BREAKS AND REST PERIODS**

14.1 Either of the following shall constitute a meal break:

- (a) One continuous, uninterrupted, unpaid hour, within which the Employee can eat a meal.
- (b) One continuous, uninterrupted, paid half-hour, within which the Employee can eat a meal.

14.2 The maximum length of time allowed between meal breaks shall be five (5) hours

14.3 If any Employee is required to remain on duty after such five (5) hour period provided above, the Employee shall be paid at one and a half times times the applicable rate for the first hour worked until relieved for a meal break and at two (2) times the prevailing rate for any

subsequent hours worked until a meal break occurs.

14.4 A fifteen (15) minute rest period shall occur roughly mid-way through each four (4) or five (5) hour work period, except that this shall not apply to performances or technical rehearsals of not more than five (5) continuous hours. The break shall occur at a time which is appropriate to the activity the Employee is engaged in and may be deferred or cancelled at the discretion of the Employer. The Employer agrees to utilize such discretion on a reasonable basis. When this break is cancelled, then fifteen (15) minutes will be added to the time worked on the call and paid at the prevailing rate in effect at the end of the call.

14.5 A paid thirty (30) minute meal break can, upon mutual agreement between Employer and Employees on duty, be deferred until the end of a shift, without incurring the premium in clause 14.3.

14.6 Meal breaks or rest periods may be staggered at the discretion of the Employer.

14.7 Pick-up and wash-up time will be allowed prior to quitting time and meal breaks not to exceed ten (10) minutes prior to the end of the call.

## **ARTICLE 15 SAFETY**

15.1 The Employer and employees will comply with the requirements of the Workers Compensation Act and all other regulations as set by government or by any government recognized body.

15.2 Employees will not be required to work under unsafe conditions. Adequate safety equipment shall be provided by the Employer and will be used by the Employees.

15.3 The Employer and the Union agree to the establishment of a Safety Committee for the purposes of consulting regularly during the term of the collective agreement about workplace issues. By mutual agreement, this committee may be composed of the same members and meet at the same time as the Joint Labour/Management Consultation Committee, as detailed in Article 1.2.

15.4 The Dance Centre will abide by all terms and conditions of WorkSafe BC and will appoint a Health and Safety Representative as is required for employers with more than 6 but less than 20 employees. Time spent by the Health and Safety Representative in Joint Occupational Health and Safety Committee meetings shall be paid.

15.5 If required, up to fifteen (15) minutes of any work call may be reserved for a safety talk between crew. This time will be used for tasks including, but not limited to: the sharing of pronouns and cultural safety information, sharing information on particular risks of the day, New and Young Workers Orientation, sharing information on evacuation and muster points, and/or instructions about specialized tasks pertaining to the work that day. The Technical Director may

participate in these safety talks even if not working the call. Such participation will not be considered Covered Work for the purposes of clause 5.2.

15.6 Should the Employer require any Employee to serve as a first aid attendant, the Employer will pay to certify any Employee in this role that does not already have an OFA Level 1 certification. Dance Centre shall comply with all WorkSafe BC requirements with respect to having a first aid attendant on site with OFA Level 1.

15.7 The Employer recognizes its role in addressing concerns by Employees exercising their Right to Refuse Unsafe Work, and will address such concerns in a timely manner.

## **ARTICLE 16 MINIMUM STAFFING**

16.1 For all bare use of Farris Studio (work lights only/no theatre lights/sound limited to portable speaker/no ladders/no projection) there is no requirement to hire an employee.

16.2 The Employer agrees to schedule a minimum of one (1) Employee for all work involving:

- (a) Events where the Employee is supervising or operating only lighting and/or playback sound/video and other minimal opening, closing and cleaning duties.
- (b) Creative development / workshop / residency and the duties are similar to that in clause 16.2 (a).

16.3 The Employer agrees to schedule a minimum of two (2) Employees for all work involving:

- (a) Any work at heights, including use of the genie lift, for safety purposes.
- (b) Retraction or restoration of the Faris Family Studio seating risers
- (c) The laying of tap floor or portable vinyl ("marley") dance floor
- (d) Installation, removal, or relocation of soft goods

16.4 The Employer agrees to schedule a minimum of four (4) Employees for all work involving (a) Removal, restoration or relocation of the Faris Family Studio cyclorama

16.5 For events with requirements exceeding those described in clause 16.1 (b), a minimum of one (1) additional Employee will be required for each category of work being done as follows:

- (a) live audio installation and/or mixing
- (b) on-deck scene changes that are not done by performers

16.6 (a) Anytime an employee is directed to supervise, lead, instruct or direct the workflow of others they will be paid at the Head Technician rate.

(b) If an employee is working without supervision, they are considered to be a Head Technician.

(c) A Head Technician or the Technical Director is considered a supervisor for the purposes of this clause.

(d) A supervisor must be on site and available and check in at least once every half-hour to be considered supervising that employee.

## **ARTICLE 17 WORKPLACE CONDITIONS**

17.1 The Employer agrees to take responsibility for the initial state of the venue when a work shift begins. Employees shall have the right to escalate client or presented or programmed artist complaints about mess or non-functioning elements in the venue directly to the Employer.

17.2 The Employer will address and rectify the situation by providing mediation between clients or presented or programmed artists and Employees as well as any necessary resources (extra staffing or time) to meet the needs of the situation.

17.3 The Employer will enforce the Workplace Bullying and Harassment policies in place when such behaviours arise from client or artist frustrations over the state of the venue.

## **ARTICLE 18 REMUNERATION AND PAYMENTS**

18.1 The rates of remuneration set out in Schedule "A" to this agreement shall apply during the term of this agreement.

18.2 When an Employee performs work in a work classification for which a higher remuneration is provided (other than an assignment to provide temporary assistance), the Employee shall be paid that higher rate of remuneration for the time spent working in the upgraded classification.

18.3 The Employer shall pay all wages owing to Employees by Friday for the two-week period ending on the previous Saturday.

18.4 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 no later than the fifteenth (15th) day of the month following work being performed. The Employer agrees to provide a list of Employees with a full accounting of all deductions, payments and hours worked.

## **ARTICLE 19 HEALTH AND WELFARE**

### **19.1 Health and Welfare Plan**

Effective, December 1, 2024, the employer will contribute and remit to the I.A.T.S.E. Local 118 Health and Welfare Trust Account one percent (1%) of the employee's earnings, including Vacation and Holiday Pay.

- a) At the start of year 2 of this agreement (Sept 1<sup>st</sup> 2025, this percentage shall increase to two percent (2%)
- b) At the start of year 3 of this agreement (Sept 1<sup>st</sup> 2026, this percentage shall increase to three percent (3%).

#### 19.2 Retirement Savings Plan Employer Contribution

Effective, December 1, 2024, the Employer will contribute and remit to the I.A.T.S.E. Local 118 Savings Trust Account one percent (1%) of I.A.T.S.E. Local 118 member's earnings including Vacation and Holiday Pay for deposit to the individual Employees' retirement savings accounts.

- a) At the start of year 2 of this agreement (Sept 1<sup>st</sup> 2025) this percentage shall increase to two percent (2%)
- b) At the start of year 3 of this agreement (Sept 1<sup>st</sup> 2026) this percentage shall increase to three percent (3%).

#### 19.3 Retirement Savings Plan Member Contribution

Effective, December 1, 2024, the Employer will deduct and remit to the I.A.T.S.E. Local 118 Savings Trust Account one percent (1%) of I.A.T.S.E. Local 118 member's earnings including Vacation and Holiday Pay for deposit to the individual Employees' retirement savings accounts.

- a) At the start of year 2 of this agreement (Sept 1<sup>st</sup> 2025) this percentage shall increase to two percent (2%)
- b) At the start of year 3 of this agreement (Sept 1<sup>st</sup> 2026) this percentage shall increase to three percent (3%).

#### 19.4 Retirement Savings Employer Contribution - Non-members

Effective, December 1, 2024, the Employer will pay to Employees who are not members of I.A.T.S.E. Local 118 one percent (1%) of the employee's earnings including Vacation and Holiday Pay.

- a) At the start of year 2 of this agreement (Sept 1<sup>st</sup> 2025) this percentage shall increase to two percent (2%)
- b) At the start of year 3 of this agreement (Sept 1<sup>st</sup> 2026) this percentage shall increase to three percent (3%).

### **ARTICLE 20 VACATIONS AND VACATION PAY**

20.1 The Employer shall pay vacation pay to each Casual Employee equal to four percent (4%) of gross earnings. Vacation pay shall be remitted bi-weekly to each Employee together with the Employee's wages and shall be identified on the pay stub as payment for vacation pay. The inclusion of vacation pay together with the payment of the Employees' wages shall constitute full payment for vacation pay (except for time worked on a holiday in accordance with Section 10.2).

20.2 All permanent employees begin accumulating vacation hours on their date of hire. Employee vacation pay accrual will be based on a percentage of earnings.

Length of Employment	Vacation Entitlement	Vacation Pay (% of total earnings)
More than 1 year of continuous employment	2 weeks	4%
More than 4 years of continuous employment	3 weeks	6%
More than 9 years of continuous employment	4 weeks	8%

**ARTICLE 21 REMOVAL OF EMPLOYEE**

21.1 The Employer has the right to refuse to hire and the right to dismiss from a position any person supplied by the Union in accordance with the terms of this Article.

21.2 No Employee shall be discharged without just cause. The principles of progressive discipline shall be adhered to. "Just cause" in this Agreement shall include, but not be limited to:

- (a) Breach of any reasonable regulations insofar as such rules and regulations do not conflict with the terms of this Agreement.
- (b) Unreasonable insubordination.
- (c) Incompetence.

21.3 Any complaint recorded pursuant to 21.2 shall be removed from the applicable Employee's Personnel File after a twenty-four (24) month period provided that no further discipline occurred in the intervening period of time for a related offence with the exception of discipline related to sexual or personal harassment, theft, or acts of violence.

21.4 The parties recognize that the consumption of alcohol or illicit drugs during the workday, intoxication, or the possession of open alcohol or illicit drugs at the worksite is unacceptable.

21.5 Any Employee dismissed pursuant to Article 21.2 shall not be deemed an available member in good standing of the Union for the purposes of dispatch under this Agreement. It is understood that this Article may be waived by mutual agreement between the Employer and the Union.



## **ARTICLE 22 GRIEVANCE PROCEDURE**

22.1 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 the issue may be grieved, 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 Employer to resolve the issue verbally. Employees shall have the right to have the Union Steward or designate present at such a discussion, provided that their attendance does not create a delay. If the issue cannot be resolved verbally, then either party may formally register the difference or complaint in writing. The Union shall present its complaint to the Executive Director and the Employer shall present its complaint to the appropriate Union Steward. This notice shall state the matter at issue in concise terms and shall state precisely in what respect the Agreement has been violated or misinterpreted with reference to the specific Article or Articles. The notice shall also stipulate the nature of the relief or remedy sought.

### Step 2

The Union's and the Employer's representative(s) shall meet within ten (10) working days following the receipt of the written complaint described in Step 1.

### Step 3

If an agreement cannot be reached at the meeting described in Step 2, the grievance may proceed to arbitration. The party desiring to submit the matter in dispute to arbitration shall deliver to the other party written notice of its intention to arbitrate. This notice shall be delivered not later than twenty-one (21) working days from the meeting date set forth in Step 2.

## **ARTICLE 23 LOCK OUT AND STRIKES**

23.1 During the term of this Agreement, the Employer shall not lock out any Employee, no Employee shall strike and the Union shall not declare a strike of Employees.

23.2 Refusal to cross a picket line of another lawfully constituted Union that is permitted by the B.C. Labour Code shall not constitute a breach of this Agreement.

## **ARTICLE 24 MANAGEMENT RIGHTS**

24.1 Subject only to those specific limitations expressly contained in this Agreement, all rights and prerogatives of Management are retained by the Employer and are exclusively within the powers of the Employer and its Management.

24.2 The Employer may make reasonable rules and regulations, policies and practices. The Employer shall provide the Union, the Labour Management Committee and each Employee with a copy of such rules and regulations prior to such rules being in effect.

#### **ARTICLE 25 NOTIFICATION**

25.1 The Employer shall inform the Union in writing within seven (7) calendar days of any hiring, job posting, promotion, transfer, resignation or any disciplinary action affecting any Employee.

25.2 Any notification required under the provisions of the Collective Agreement is understood to mean that such notification shall be in writing. Notification by email is acceptable provided that receipt is acknowledged.

#### **ARTICLE 26 EDUCATION AND TRAINING**

26.1 In recognition of the need to maintain adequately trained and skilled Employees and maintain the safety and security of the Employees covered by this Agreement, the Employer agrees to allow, at times approved by the Employer, access to 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 Employer or government authority.

26.2 When an Employee is required to attend training courses in order to adhere to governmental regulations, to address concerns of the Health and Safety Committee, or as deemed necessary by the Employer, the Employer shall:

- (a) Pay for tuition and required supplies.
- (b) Pay the Employee for hours in attendance at such courses.

#### **ARTICLE 27 EMPLOYEE VEHICLES**

27.1 Should an Employee be requested and agree to use a personal vehicle for the Employer's business, the Employee shall be compensated at the applicable CRA mileage rate. 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.

27.2 When Employees are required to work after 1:00 am and do not have transportation other than public transit, the Employee may take a Taxi and submit receipt to the Employer for reimbursement up to a maximum amount of \$30.00. Alternatively, the Employer shall designate a driver to drive the Employee.

#### **ARTICLE 28 INTERPRETATION**

28.1 This agreement includes the attached Schedule "A"

IN WITNESS WHEREOF the Parties hereto have affixed their signatures on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

For the Employer,  
I have the authority to bind the Society

For the Union,  
I have the authority to bind the Union

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**SCHEDULE "A" WAGES**

Position	Dec 1st, 2024	Sept 1 <sup>st</sup> , 2025	Sept 1 <sup>st</sup> , 2026
		Year 2 (2% Increase)	Year 3 (2% Increase)
Venue Technician	\$28.00	\$28.56	\$29.13
Head Technician	\$27.03	\$27.57	\$28.12
Crew	\$23.97	\$24.45	\$24.94
Technical Intern	\$19.38	\$19.77	\$20.16