

A COLLECTIVE AGREEMENT  
BETWEEN:

THE EDMONTON OPERA ASSOCIATION  
(The Employer)

OF THE FIRST PART

-and-

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND  
ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, Local 210  
(The Union)

OF THE SECOND PART

WITNESSETH that the parties hereto agree, as follows:

**ARTICLE 1. SCOPE**

This Agreement covers the terms and conditions of employment for stage personnel hired by the Employer to execute the technical requirements, including fit-up, rehearsal, performance, take-out, and all pre-production and post-production work related to all productions and events produced by the Employer for its own use

**ARTICLE 2. DEFINITIONS**

In this Agreement:

- Employer means the Edmonton Opera Association
- Union means Local 210 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories, and Canada
- Employee means any Employee of the Edmonton Opera Association working under this Collective Agreement
- Steward means an Employee, designated by the Union, to act as the Employees representative in the absence of the Business Agent

**ARTICLE 3. JURISDICTION**

- a. Geographical Jurisdiction  
The Employer recognizes the Union as the exclusive bargaining agent for stage personnel in any facility owned, leased, rented or otherwise occupied by the Employer as it applies to conditions of Article 1.
- b. Occupational Jurisdiction  
The exclusive jurisdiction of the Union covered by this Agreement shall include all work of a kind and nature usually performed by stage personnel, including but not limited to: construction, handling, erecting, dismantling, dressing and operating of sets, scenery, properties, lighting, sound and technical equipment and machinery as well as wardrobe, make-up, wigs and hair, and all other categories of stage personnel in accordance with Alberta Labour relations Board Certificate Number 367-92.



- c. Such jurisdiction shall not have a negative impact on special events related to the education program and/or public awareness activities, the scope of which can be managed by regular Edmonton Opera staff and/or regular members of the Edmonton Opera Chorus.

**ARTICLE 4. PRIOR OBLIGATION**

Whereas the Union is a Local Union of the International Alliance of Theatrical Alliance of Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories, and Canada, nothing in this Agreement will be construed to interfere with any obligation the Union owes to such International Alliance by reason of prior obligation, however, this shall in no event be construed to conflict with any Provincial or Federal Law.

**ARTICLE 5. UNION SECURITY**

Subject to the exemptions hereinafter set forth, the Employer agrees to employ only members of the International Alliance in good standing, with preference given to members of Local 210, followed by members of Sister Locals of the International Alliance.

The Union agrees to issue work permits to individuals, on request of the Employer, so long as the Employer has shown no suitable member of the International Alliance is available for the work.

If it is mutually agreed by the Employer, and the Union, emergency circumstances exist during the course of a production to warrant it, the Employer may utilize any full-time Employees whether or not they are members of the Union.

**ARTICLE 6. PERMISSION TO ENTER**

The Employer shall permit the Business Agent of the Union, or designate, to enter the production or performance area at any time during operation. The Business Agent, or designate, will be sensitive to the conditions at the time.


**ARTICLE 7. MANAGEMENT RIGHTS**

The Union recognizes it is the exclusive function of the Employer, and its certified agents authorized to act on its behalf, to maintain order, discipline, and efficiency to manage its operations, allocate and schedule its activities, sell its services, lease its facilities, select, construct and operate any buildings, equipment, plant and mechanisms which, in its discretion, it deems necessary for the efficient and economical carrying out of its business. It is also the right of the Employer to ascertain to its satisfaction the identity, capability and bona fides of any person to whom it provides remuneration.

The Employer agrees it will exercise the functions, set out in the foregoing, in a manner consistent with the provisions of this Agreement.

**ARTICLE 8. EMPLOYEE SELECTION**

- a. Heads of Department, Assistants, and Second Assistants in Wardrobe
  - i. The Employer reserves the right to select and contract Heads of Department and Assistants, as well as a Second Assistant in Wardrobe, providing only that the contract is for an entire opera season (July 1<sup>st</sup> through June 30<sup>th</sup>)
  - ii. If a contract with a Head of Department, Assistant, or Second Assistant in Wardrobe is terminated by the Employer, or the Employee, the Employer may select and contract a replacement for the remainder of the opera season.

  
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- iii. When the Employer has not contracted a Head of Department for the entire opera season, the Employer reserves the right of refusal regarding Head of Department placements on a specific call or production, with just cause.
  - iv. Upon notification of a call, for a Head of Department, by the Employer, the Business Agent will inform the Employer, within forty-eight (48) hours, of the identity of the individual accepting the call for work.
  - v. Upon being informed by the Business Agent, the Employer has forty-eight (48) hours to respond regarding the suitability of the individual accepting the call for work as Head of Department.
  - vi. Selected Heads & Assistant Head Employees must be renewed for each opera season in writing by the Employer. All agreements with contracted employees end June 30<sup>th</sup> of each year.
- b. Production Employees
- i. The Employer reserves the right to select and contract Employees in Wardrobe, Make-Up, Wigs and Hair, and 2 Properties Crew, for single productions in an opera season. The minimum hours for these Employees will be determined by the Employer and Employee, per position.
  - ii. The Employer reserves the right to select all employees working in pre-production / post-production for all departments, excluding warehouse employees.
  - iii. The Employer reserves the right to submit a priority crew list to the Union for dispatching running crew (employees operating the scenery, rigging/fly systems, lighting, properties, video, sound for all performances and rehearsals.
    - a. Employees will apply directly to the Employer to be placed on the priority list.
    - b. The Union will offer work to individuals on the priority list in preference to other members ( in accordance with the Local 210 dispatch policy) to fill all running crew positions.
    - c. If not enough priority list Employees accept the work being offered, the Union will offer the work to other members.
- c. Permitted Workers
- i. In the event a non-member of the IATSE is employed in a position in the jurisdiction of this Agreement, the Union agrees to issue a work permit to the Employee.
  - ii. If the Employer has selected and contracted the Employee, the Employer agrees to inform the Employee a work permit is required and a fee must be paid.
  - iii. Upon receipt of a completed copy of a Monthly Work Permit, the Employer agrees to deduct all fees and assessments from the Employee's pay.
- d. Internships / Placement positions
- The Union supports the Employer's participation in student placement programs. These short-term placements, in specified departments, are for post-secondary students of theatre production, or related studies, to gain experience and prepare for entering the workforce.

Student placements are unpaid training/experience opportunities that will at no time replace Union Employees.

All students are the sole responsibility of the Employer and are not represented in this Agreement.

The union supports the Employer's participation in internship programs for union members and union permittees. At no time will an intern be allowed to replace a qualified union member.

**ARTICLE 9. CONDITIONS OF EMPLOYMENT****a. Calls**

A call is deemed to be the completion of the following:

- i. The "fit-up" or "load-in"
- ii. The "rehearsal" or "performance"
- iii. The "tear-down" or "strike"
- iv. Warehouse call
- v. Any other call to work

Rehearsal and performance (show) are considered the same type of call.

**b. Computation of time**

- i. The minimum remuneration for any call shall be four (4) hours pay, at the applicable rate.
- ii. Hours shall be calculated to the next full hour.
  1. A ten minute grace period will be granted before extra hours are calculated.
- iii. For each type of call, Employees shall be paid;
  1. one and one-half (1.5) times the base hourly for hours exceeding eight (8), and;
  2. two (2) times the base hourly rate for all hours exceeding twelve (12).
- iv. For each type of call, on a Sunday, Employees shall be paid;
  1. one and one-half (1.5) times the base hourly rate for all hours less than twelve (12), and;
  2. two (2) times the base hourly rate for all hours exceeding twelve (12).
- v. For work performed between 23:00 hours and 08:00 hours, Employees shall be paid one and one-half (1.5) times the applicable hourly rate.
  1. This premium shall not apply to show calls that extend past 23:00 hours.
- vi. At no time will the payable hourly rate exceed three (3) times the base hourly rate.
- vii. After any unpaid break, any continuation of work will constitute a new four (4) hour minimum call.

**c. Rehearsals**

- i. If a rehearsal is less than four (4) hours, the Employer may require the running crew to continue work to the end of the four (4) hour period.
  1. Work may continue only if the entire running crew, excluding Wardrobe, Make-up and hair, continues.
  2. All time worked beyond the end of the rehearsal shall be paid at one and one-half (1.5) times the applicable hourly rate.
- ii. If a rehearsal exceeds four (4) hours, the Employer may release the entire running crew, excluding the Department Heads, at the end of the minimum four (4) hour period.
  1. Department Heads must remain until the end of the rehearsal.
- iii. Rehearsal and performance calls conclude when the stage space is made 'safe & secure'. Such state of 'safe & secure' determined on a regular basis by agreement between with the Employer and the Union's Steward but shall not exceed the four (4) hour show call limitation.

**d. Pre-Rehearsal/Pre-Show**

- i. If work is required immediately prior to a rehearsal, or show, the rehearsal/show call may be extended in one (1) hour increments to a maximum of two (2) hours.
  1. Individuals must be part of the running crew, and remain in the same department for the rehearsal/show.

- e. Post-Rehearsal/Post-Show
  - i. If work is required immediately following a rehearsal, or show, the rehearsal/show call may be extended in one (1) hour increments to a maximum of two (2) hours, provided;
    - 1. The entire running crew, excluding Wardrobe, Make-up and Hair, continues, and;
    - 2. Individuals remain in the same department.
  - ii. If work is required, in the properties department, immediately following a rehearsal, or show, the rehearsal/show call may be extended in one (1) hour increments, to a maximum of two (2) hours, for the properties department only, provided the entire properties department continues.
- f. Meal Breaks
  - i. A meal break should be scheduled after each four (4) hour work period.
  - ii. If a meal break is not granted after five (5) hours of work, a meal infringement premium of two (2) times the applicable hourly rate is payable, until a meal break is granted.
  - iii. Meal breaks must be taken in the following manner:
    - 1. One (1) hour unpaid, or;
    - 2. One-half (0.5) hour paid.
  - iv. Meal breaks between 22:00 hours and 08:00 hours will be one-half (0.5) hour with a hot meal provided by the Employer.
  - v. Meal breaks during Load-Out
    - 1. A meal break is not required during a Load-Out of six (6) hours or less.
    - 2. Load-outs scheduled to last longer than six (6) hours require a one-half (0.5) hour meal break after the fourth (4<sup>th</sup>) hour of work, with a hot meal provided by the Employer.
    - 3. Load-outs unexpectedly lasting longer than six (6) hours will include one-half (0.5) hour, paid, at the completion of the work, and the Employer will provide a light snack (i.e. pizza) at that time.
- g. Work breaks
  - i. Work breaks will be taken at the approximate mid-point of the call
  - ii. A fifteen (15) minute work break will be allowed for each four (4) hour call.
  - iii. A twenty (20) minute work break will be allowed for each five (5) hour call.
- h. Rest breaks
  - i. A minimum eight (8) hour rest period is required, for each Employee, between the end of work one day, and the beginning of work the next.
  - ii. If the minimum rest period is not provided, affected Employees will be paid two (2) times the rate in effect during the last hour of work prior to the beginning of the rest period.
    - 1. This rate will remain in effect until the required eight (8) hour rest period has elapsed.
- i. Stage Employees in Costume
  - i. Employees required to be in costume for rehearsals and/or performances will be paid a premium of one dollar (\$1) per hour for the entirety of the call.
  - ii. Employer provided black, or neutral shade, clothing does not constitute a costume.

## j. General Holidays

Employees shall be paid two (2) times the applicable rate for all hours worked on a recognized General Holiday.

The recognized General Holidays are:

- New Years' Eve (after 18:00 hours)
- New Years' Day
- Family Day
- Good Friday
- Easter Sunday
- Victoria Day
- Canada Day
- August Civic Holiday
- Labour Day
- Thanksgiving
- Remembrance Day
- Christmas Eve (after 18:00 hours)
- Christmas Day
- Boxing Day

A day shall be defined as 00:00 hours to 23:59 hours.

## k. General Holiday Pay (for Employees Selected and Contracted by the Employer)

## i. Eligibility (when the day falls within a work schedule and is a non-work day)

1. If in three (3) of the five (5) calendar weeks, preceding the week in which the General Holiday occurs, the Employee worked on the same day of the week the General Holiday falls, the Employee will receive eight (8) hours wage for the General Holiday.
2. Employees whose last scheduled work day falls within six (6) calendar days of a General Holiday will be deemed eligible for General Holiday pay as described above.
3. Employees starting work in a week with a General Holiday are not eligible for General Holiday pay.
4. Employees are only eligible for General Holiday pay in one department/position per pay period.
  - a. An Employee's General Holiday pay shall be at the wage rate earned most recent to the General Holiday.

## ii. Eligibility (when the day falls within a work schedule and is a work day)

1. Employees meeting the eligibility requirements in accordance with Article 9, k(i), will receive a mutually agreed upon day off with pay in accordance with that clause, and;
2. Two (2) times their base hourly rate for hours worked, in accordance with this agreement.

**ARTICLE 10. PRE-PRODUCTION AND POST-PRODUCTION WORK**

Article 10 shall apply only to Employees selected and contracted by the Employer, during the pre-production and post-production period.

- a. All work will be scheduled by the Employer.
- b. All work will be paid on an hourly basis.
- c. All hours will be paid to the next nearest half hour.
- d. Overtime Premiums for non-Salaried Employees, selected and contracted by the Employer, will apply as follows:
  - i. One and one-half (1.5) times the base hourly rate for all hours in excess of eight (8) hours per day, or forty (44) hours per week.
  - ii. Two (2) times the base hourly rate for all hours in excess of twelve (12) hours per day, or forty-eight (48) hours per week.
- e. The minimum daily remuneration will be four (4) hours, except for:
  - i. Pre-Production meetings which will be paid:
    1. A minimum two (2) hours for the first three meetings per production.
    2. A minimum four (4) hours for the fourth (4<sup>th</sup>) and subsequent meetings.
- f. Scheduled Breaks
  - i. Work breaks will be scheduled in accordance with Article 9G of this Agreement.
  - ii. A break of two (2) hours, or more, in a day's schedule, will require a further minimum remuneration of four (4) hours.
  - iii. A break of two (2) hours, or less, in a day's schedule, will require a further minimum remuneration of two (2) hours.
  - iv. A break of one-half (0.5) hour will be paid, and considered part of the daily minimum remuneration.

**ARTICLE 11. SALARIED EMPLOYEES**

- a. Salaried Employees are paid a salary based on two-thousand-eighty (2080) hours per annum at not less than Head of Department Rate, plus vacation pay not less than 8%.
- b. Overtime will be paid each pay period as follows:
  - i. One and one-half (1.5) times the base hourly rate for all hours in excess of eight (8) hours per day, or forty (40) hours per week.
  - ii. Two (2) times the base hourly rate for all hours in excess of twelve (12) hours per day, or forty-eight (48) hours per week.
- c. The minimum scheduled daily hours will be four (4) hours, except for:
  - i. Pre-Production meetings which will be scheduled:
    1. A minimum two (2) hours for the first three meetings per production.
    2. A minimum four (4) hours for the fourth (4<sup>th</sup>) and subsequent meetings.
- d. Salaried Employees are:
  - i. Head of Scenic Carpentry
  - ii. Head of Wardrobe
  - iii. Head of Paint/Properties

**ARTICLE 12. STEWARDS**

- a. Employees working at the Employer's production facility, or any non-performance facility, rented, leased, owned or otherwise occupied by the Employer, will be allowed a Steward, elected or appointed from the Employees selected and contracted by the Employer.
- b. Employees working at any performance facility, rented, leased, owned or otherwise occupied by the Employer, will be allowed a Steward, elected or appointed from all Employees working at the performance facility.
- c. The Union will inform the Employer of the identity of the Steward(s), elected or appointed.

**ARTICLE 13. HEADS OF DEPARTMENT**

Heads of Department shall:

- a. Inform the Director of Production of all additional labour required beyond the basic crew list.
- b. Report and be responsible to the Director of Production.
- c. Supervise the individuals in his/her department.
- d. Account for the expenditure of funds allocated, to his/her department, for a production.
  - i. All expenditures must be pre-authorized by the Employer.
- e. Attend production meetings as required.
- f. Responsible for the monitoring and enforcement of safety policies & procedures as stated by the employer and its agents.

The Employer shall assign one Head of Department to report, to the Employer, all hours of workers dispatched by the Union Hall.

**ARTICLE 14. REMUNERATION**

- a. The Employer agrees to pay Employees, excluding Salaried Employees, an hourly wage for each position, as prescribed in Schedule A of this Agreement.
- b. The Employer agrees to pay Salaried Employees as prescribed in Schedule B of this Agreement.
- c. The Employer agrees to;
  - i. Vacation pay equivalent to six (6) percent of Gross Wages, excluding Salaried Employees.
    1. Vacation Pay of eight percent (8%), or other negotiated rate, for Salaried Employees will be accrued.
  - ii. An Employer RRSP contribution equivalent to two percent (2%) of Gross Wages.
  - iii. An Employer contribution to the Union's General Benefits Fund equivalent to three percent (3%) of Gross Wages, for all Employees.
    1. The General Benefits Fund contribution will include contributions to the Union's Health Benefit Plan, and Safe Practices and Training Account. These amounts will be administered at the discretion of the Union.
  - iv. Salaried Employees will receive health & wellness benefits consistent with the current benefits, offered by the Employer, to Employees working outside this Agreement.
- d. The Employer agrees to deduct from an Employee's Gross Wages;
  - i. An Employee RRSP contribution of two percent (2%). unless a higher contribution is requested by the Employee, in writing)
  - ii. Union Dues of three percent (3%).
  - iii. Work Permit Fee (if applicable).

Gross Wages is defined as wages (including all premiums) plus Vacation Pay.

- e. The Employer will forward, to the Union, the following;
  - i. Employer RRSP Contribution (2%),
  - ii. Employee RRSP Contribution (2%, unless a higher contribution is requested by the Employee, in writing),
  - iii. Employer General Benefits Fund Contribution (3%) (Excluding Salaried Employees),
  - iv. Employee Union Dues Deducted (3%), and;
  - v. Employee Permit Fee Deducted (if applicable)

The Employer will forward, to the Union, a complete remittance breakdown, per Employee, of the items listed in Article 13d of this Agreement.

#### **ARTICLE 15. GRIEVANCE PROCEDURE**

- a. Should a difference arise between the parties to this agreement, with regards to interpretation, application, operation or alleged contravention of this agreement, the Steward and the Director of Production shall meet, immediately upon the difference becoming known, in an attempt to find a resolution through mutual respect and discussion.
- b. Should the Steward and Director of Production not come to a resolution;

The grieving party shall notify the responding party, in writing, within three (3) business days, of the details of the grievance.

- i. The Union must inform the Director of Production of the Employer.
- ii. The Employer must inform the Business Agent of the Union.

The Parties shall meet, within five (5) business days of the notice being served, to discuss the grievance and attempt to find a solution through mutual respect and discussion.

Should the Union and the Employer not come to a resolution;

- c. Either party may refer the matter to arbitration by informing the other party, in writing, within three (3) business days of their intent.
  - i. Such notification shall state the difference in concise terms, describing precisely which articles of the Agreement are in dispute, and how.
- d. The Union and the Employer agree to refer to Division 22, Article 136 (model clauses) and 137 (single arbitration), of the Alberta Labour Relations Code.

**ARTICLE 16. RENEWAL**

The parties mutually agree to be governed by the terms and conditions set forth in this Agreement. This Agreement shall remain in force until the renewal date, and year to year thereafter, unless either party serves notice on the other, in accordance with Division 10, Article 59, of the Alberta Labour Relations Code:

*Notice to commence collective bargaining*

*When a certified bargaining agent, an employer or an employers' organization wishes to commence collective bargaining,*

*(a) the certified bargaining agent may serve on the employer or employers' organization, or*

*(b) the employer or employers' organization may serve on the certified bargaining agent, a notice to commence collective bargaining.*

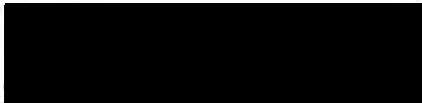
*(2) Subject to section 43(1), when a collective agreement is in effect, either party to the collective agreement may, not less than 60 days and not more than 120 days preceding the expiry of the term of the collective agreement by notice in writing, require the other party to the collective agreement to commence collective bargaining.*

**ARTICLE 17. TERM OF AGREEMENT**

This Agreement shall be in effect, and binding, from July 1, 2017 to June 30, 2020

IN WITNESS WHEREOF the Parties hereto have executed this agreement on the day and year set out below.

For the EDMONTON OPERA ASSOCIATION



Tim Yakimec – General Director

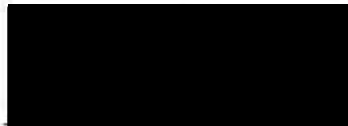


Clayton Rodney – Production and Technical Director

For IATSE LOCAL 210



John Vaneldik – President



Peter Gerrie – Business Agent

## Schedule A

Position	July 1, 2017	July 1, 2018 2%	July 1, 2019 2%
Department Head (All)	\$31.09	\$31.71	\$32.35
Assistant Head (All)	\$28.84	\$29.42	\$30.01
Hand (All Departments)	\$26.79	\$27.33	\$27.87
Cert Electrician	\$30.73	\$31.34	\$31.97
Spot Operator	\$28.08	\$28.64	\$29.21
High Rigger	\$34.61	\$35.30	\$36.01
Ground Rigger	\$29.30	\$29.89	\$30.48
Cutter	\$32.15	\$32.79	\$33.45
Jr. Cutter	\$29.28	\$29.87	\$30.46
Millner	\$27.62	\$28.17	\$28.74
Dyer	\$27.62	\$28.17	\$28.74
Stitcher/Hand	\$26.79	\$27.33	\$27.87
Dresser	\$26.79	\$27.33	\$27.87
Loader	\$27.37	\$27.92	\$28.48
Warehouseman	\$27.80	\$28.36	\$28.92
Interns (All)	\$25.45	\$25.95	\$26.47

## Schedule B

Position	July 1, 2017	July 1, 2018	July 1, 2019
Head Scenic Carpenter	\$64,667.20	\$65,956.80	\$67,288.00
Head of Wardrobe	\$64,667.20	\$65,956.80	\$67,288.00
Head of Paint/Properties	\$64,667.20	\$65,956.80	\$67,288.00