

COLLECTIVE AGREEMENT

between

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

hereinafter referred to as the

“UNION”

and

Theatre Calgary

hereinafter referred to as the

“COMPANY / EMPLOYER”

This Agreement shall become effective from the 1st day of June 2019 and shall remain in full force and effect until the 31st day of May 2022.

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ARTICLE 1 - RECOGNITION

- 1.01 The Employer hereby recognises the Union as the sole Collective Bargaining Agent for all of the Employer's Production Department Employees (Permanent/Seasonal Employees, running crew Employees, casual production Employees, trainee Employees, that are working in categories under the Union's jurisdiction as outlined in Article 3). Employees not subject to this Collective Agreement shall include: Executive Staff, Manager, Assistant Managers, Office and Clerical Staff, Directors/Choreographers, Assistant Directors/Assistant Choreographers, Dramaturges, Designers, Assistant Designers, Musicians, Composers, Playwrights, Stage Managers, Assistant Stage Managers, Front of House and Bar Staff and any other person covered by existing Collective Agreements with other unions or professional associations.
- 1.02 As the Union is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada. Nothing in this Agreement shall be construed to interfere with any obligation the Union owes to such International Alliance by reason of a prior obligation, but this shall in no event be construed so as to conflict with any applicable Provincial or Federal Laws.
- 1.03 The Employer shall make available to the Union on request, information required by the Union, such as positions in the bargaining unit, job classifications, and other such technical information where it applies to this Agreement.
- 1.04 An authorized representative or representatives of the Union shall be permitted by the Employer to enter and inspect, free of any interference, Employee work areas, when such entrance or inspection is required in the Union's opinion, after first notifying the Employer by message that he is entering and inspecting, in connection with any investigations or matters pertaining in any way to this Agreement, but such representatives shall not interrupt or interfere with any work in progress.
- 1.05 The Employer shall recognise Stewards representing Employees of the Theatre. The Employer acknowledges the right of the Union to have Stewards, and will work with said Stewards. The Union shall identify the Stewards to the Employer on an annual basis or when there is a change in identity of the Stewards.
- 1.06 The Employer shall give name credits in the program and/or show page to each Employee, known to be employed on the deadline date for the printing of the program, further acknowledgement will be made of membership in I.A.T.S.E. Local 212 with the following words "Theatre Calgary employs technicians under a collective agreement with the I.A.T.S.E." The logo of the I.A.T.S.E. shall be the same size as other logos in the applicable section of the programme.
- 1.07 During the term of this Agreement, the Union agrees that it will not initiate or authorize a strike by its members against the Employer and the Employer agrees that it will not lockout the members of the Union

ARTICLE 2 – SECURITY

- 2.01 The Employer agrees to employ only qualified Employees. As a condition of employment with the Employer all Employees shall be members of the Union and remain in good standing with the Union. The Union will advise the Employer of an Employee's standing with the Union.
- 2.02 The Union agrees that the Employer has the right of selecting all permanent and seasonal Employees covered under this Collective Agreement.
- 2.03 (a) When the Union agrees to permit a person who is NOT a member of I.A.T.S.E., and their presence is established to be necessary, the Union, in its absolute discretion, may grant the person permission to work for a period NOT exceeding the duration of the applicable production and only after all the following conditions have been satisfied:
- i) the rates, conditions and/or terms of this Agreement regarding Union Personnel have been fully met,
 - ii) the person is NOT displacing a sufficiently qualified Local 212 Union Member. Qualifications to be determined jointly by the Union and Employer.
 - iii) The Employer agrees to inform the Employee that a working permit is required and that a formal arrangement with the Union must be made prior to work for the Employer taking place.
- (b) When a Member of Local 212 becomes available and is qualified and capable to perform the work of the Permittee, the Union may revoke the Work Permit of the Employee. The Company, in compliance with the Alberta Employment Standards Code, agrees to release these Employees who may have a Work Permit revoked, and the Company shall then hire a qualified Union Member who is available. The Union shall discuss with Theatre Calgary what the impact of changing someone in mid project will be.
- 2.04 The Employer's casual crew roster shall be the current list used, of Union members used by the Employer, which may be added to after consultation with the appropriate Department Head. The Employer must exhaust this list before calling the Union dispatch for additional personnel.
- 2.05 (a) Individuals may appear on the Employer's casual crew roster more than once under different categories, and may occasionally be added to other categories on the roster, at the discretion of the Employer after consultation with the appropriate Department Head.
- (b) When calling casual crew from the Employer's roster, the procedure that will be utilised is as follows:
- (i) Union members are given preference;
 - (ii) Skill requirement for vacant position, which shall be decided in consultation between the Employer and the appropriate Head Technician;
 - (iii) Permit holders will only be called in accordance with Article 2.07(b).

- (c) Employees called by the Employer from the Employer's casual crew roster must, under normal circumstances, verbally confirm acceptance or rejection of the assignment within a period of twenty-four hours (24).
- 2.06 The Employer's Casual Crew Roster shall be made available to the Union on request. The Employer and Head Technicians shall meet semi-annually to review and update the casual crew roster.
- 2.07 (a) In cases where a work call cannot be filled from the Employer's casual crew roster, positions needed shall be referred to the Union's Stage Business Agent for available names and contact information. Crew requests shall normally be made forty-eight (48) hours in advance. If specialized skills or tools are required for a call they shall be listed when calling the crew request.
- (b) If the Union, in consultation with the Employer, determines that it is unable to supply qualified member(s), then the Employer may request from the Union a work permit for a qualified individual(s) as per Article 2.03. This permit shall be granted at the sole discretion of the Union, this permit shall not be unreasonably withheld. Such permit shall be granted for a specific period. An individual(s) cannot commence work without this permit. The union shall not be deemed to be in breach of the Collective Agreement by failure to supply requested personnel.
 - (c) In the event of that an Employee is absent from a call the Employer shall consult with the appropriate Steward, who may grant a temporary verbal permit until such time the vacancy is filled by an Employee.
 - (d) If an Employee is not present for work at the required call time, after an absence of a quarter-hour (15 minutes), the Employer will then revert to the calling procedures provided for in Articles 2.05 and 2.07 of this Agreement.
- 2.08 The Employer shall retain the right to refuse to accept for employment or to remove from the Employer call list, any particular casual worker, if the Employer, after consultation with the Steward and the appropriate Department Head, reasonably believes the worker lacks the skills or competence to complete a specified task within the constraints given. The affected Employee shall be informed of any decision that impacts his/her status on the Employer's call list. Any such decision shall be subject to the Employee's right to file a grievance under Article 5 of this Collective Agreement.

ARTICLE 3 - UNION JURISDICTION

- 3.01 The exclusive jurisdiction of the Union covered by this Agreement shall include all theatre activity of a technical nature normally performed by Stage or Production Employees with the exception of volunteer fund raising events held off premises and as per Article 8.02 b). Also if required, all work of a nature or kind performed by Employees in connection with television productions, closed circuit television, teleprompters, filming, film production stills and film production work for both theatrical and television presentations which are produced or executed anywhere within the auspices of the Employer or any facility owned or leased or rented or otherwise acquired by the Employer here under shall be the exclusive jurisdiction of the Union.

- 3.02 All production or stage properties shall become the responsibility of the properties department to organise, pickup/deliver and track in consultation with Stage Management once approved and in rehearsal.
- 3.03 The Employer shall consult with the appropriate Department Head regarding the necessity of the presence of this Head when equipment is being installed, modified or repaired. This consultation process shall occur in advance of any such installation, repair or modification.
- 3.04 All sets, scenery, set pieces, electrical devices, special effects, costumes and costume accessories, wigs, prosthesis, properties, storage or travelling boxes or crates and furniture, which are used for any of the Employer's productions and when construction is required, said construction shall be done by members of the Union in consultation with the appropriate Department Head and Union Steward.
- 3.05 All sets originating outside the jurisdiction of the Union and used by the Employer in any presentation, 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. Some lessee's sets may be exempt through mutual agreement.
- 3.06 Sound recording, mixing and editing specifically for a Theatre Calgary production, done on Theatre Calgary premises shall be performed by or done in the presence of the Sound Department Head with the exception of the creative process of composing music and original sound design. In the event that equipment which is to be used in the preparation of tapes or other sound playback medium for Theatre Calgary productions is removed from Theatre Calgary premises for recording, mixing or editing, etc. then such work may be done, at the discretion of Management, in the presence of the Sound Department Head.
- 3.07 Equipment used in the playback of projected content (slides, films, digital content, etc) specifically for a Theatre Calgary production shall be performed by qualified Employees, while the creation of artistic content (photography, video, digital media, etc) shall be performed by the designer, or appointed individual, as an essential part of the creation and execution of their design.
- 3.08 Equipment used for recording productions for archival purposes shall be moved, set up, operated and removed by members of the Union employed under this Agreement. This shall not necessarily constitute a separate call. If a member of the Audio Department is unavailable or is not on the call when the recording is taking place and no audio feed is required then the recording equipment may be moved, set up, operated and removed by other members of the Running Crew.
- 3.09 FACILITY USE THIRD PARTIES
- (a) In the event the Max Bell Theatre be rented, leased or loaned, by the Employer to any third party the Employer agrees that any work normally carried out by Permanent/Seasonal Employees and Casual Crew Employees will continue to be carried out by such Permanent/Seasonal Employees and Casual Crew Employees under all terms and conditions set forth in this Agreement.

- (b) The Producer will provide rental information and consult with the appropriate Head of Department when any construction shop is to be rented.
 - (c) If labour services provided to a lessee in the production of videos and films are beyond the scope of the job descriptions of the Employer's staff then Union members from the I.A.T.S.E. Local 212 Film Roster will be employed at the applicable film production rates but will operate under this Agreement unless otherwise agreed.
- 3.10 The Employer agrees to allow Employees covered by this Agreement, who apply to the Employer's representative, reasonable access to equipment and work areas for the purpose of instruction in the proper use of such equipment and work techniques. Such training shall not be paid time unless the training is required by the Employer. The Employer agrees to notify and consult with the appropriate Department Head.
- 3.11 Where a particular special effect or pyrotechnic is manufactured in house or by a non-commercial or non-professional company for Theatre Calgary and involves electrical wiring and carpentry, or stage carpentry, props or wardrobe, then an appropriate member of the Union shall perform such work on the effect under the guidance and supervision of the Employer's representative. It is also agreed that, once an effect is in a form suitable for installation regardless of its nature, it shall be installed by an appropriate member of the Union and operated for purposes of production by a member of the Union from or under the supervision of the Stage Carpentry Department Head. Maintenance on the special effect will be carried out by the most appropriate department or where required, more than one department.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Except as, and to the extent specifically modified by this Collective Agreement, all rights and prerogatives of management are retained by the Theatre. The management of the Theatre directs the control of its facilities and operations. Including, but not limited to the right:
- (a) To determine and maintain the artistic and ethical integrity and organisational structure of the Theatre.
 - (b) To make reasonable rules, regulations and policies, and to introduce practices, governing the conduct and performance of Employees and working conditions in accordance with this Collective Agreement. All Employees shall obey all rules in respect of the workplace of any authorized Theatre representative. Such reasonable rules, regulations and policies shall be given, in writing, to each Employee and the Union prior to implementation.
 - (c) To determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance, in accordance with this Collective Agreement.
 - (d) To direct the workforce in regard to hours of work, (including whether there shall be overtime work), number of Employees, methods and standards of work, use of improved or changed methods/materials, machinery and equipment, description of work to be performed and assignment of work.

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- (e) To engage whomever the Theatre deems best suited for any position in accordance with this Collective Agreement.
- (f) The Theatre shall retain the right for its Production Manager and/or Technical Director to have "hands on" operation of all equipment owned or leased by the Theatre, for safety concerns and the purposes of instruction or inspection only.
- (g) It is understood that the Theatre shall retain the rights to move all Company properties which are owned, leased, or purchased by the Theatre from space to space with the exception of production or stage properties as outlined in clause 3.02.
- (h) The Union recognises that the Theatre shall have the right to set up, maintain and strike events in its lobbies and other non stage areas if there are no technical requirements as per clause 3.01.
- (i) To reward, promote, discipline, demote, discharge and terminate personnel in accordance with this Collective Agreement.

4.02 Discipline

(a) Dismissal for cause.

In the event that the Employee shall commit any one or more of the following activities, the Employee shall be dismissed for cause:

- (i) Dishonesty
- (ii) Willful insubordination
- (iii) Theft

(b) Dismissal following progressive discipline:

An Employee may be dismissed, following the progressive discipline set out below, for the following actions:

- (i) Misuse or abuse of Company property;
- (ii) Failure to comply with the reasonable instructions issued by a supervisor;
- (iii) Carelessness or neglect in the handling of money, supplies, materials, property or equipment;
- (iv) Absence for work without notifying the appropriate manager or supervisor;
- (v) Lateness for work without a reasonable excuse;
- (vi) Disrespectful treatment or use of abusive language towards others;
- (vii) Other actions of a disciplinable nature.

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

- (i) On the first occasion, a verbal reprimand, in the presence of the appropriate Steward, that will be noted in the Employee's personnel file and copied to the Union and the Employee;
- (ii) On the second occasion, a written reprimand shall be provided to the Employee, with a copy being placed on the Employee's personnel file and a copy being provided to both the Union and the appropriate Steward;

- (iii) On the third occasion, the Employee may be subject to dismissal. A letter shall be presented to the employee in person with a copy going to the Union and the Employee's personnel file.
 - (iv) All letters on file will be expunged after twenty-four (24) months from the first occurrence;
- (d) Harassment will be dealt with in accordance with Theatre Calgary's employment policies. Each Employee will be supplied with a copy of the current Harassment Policy. The Employer will consult with the Union regarding any change to the current policy.
- (e) The Employer shall recompense Employee(s) for lost wages as a result of dismissal without cause, which shall include all wages and benefits that the Employee(s) would have been entitled to receive during the period commencing at the time of dismissal and concluding at the time of reinstatement.

4.03 Layoff

Casual Employees, who have not been notified of a layoff by the end of the shift and report to work for the next regular shift, shall be paid for a minimum call.

ARTICLE 5 - COMPLAINT AND GRIEVANCE PROCEDURE

- 5.01 If a difference arises between the parties to or persons bound by this Agreement as to the interpretation, application, operation or contravention or alleged contravention of this Agreement or as to whether such a difference can be the subject of arbitration, the parties agree to meet and endeavour to resolve the difference.

Stage One

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

Stage Two

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

Stage Three

- 5.04 If a mutual agreement cannot be reached within three (3) days of the initial meeting under Stage Two of the Grievance process, the grievance shall be reported to the President of the Union and the Producer of Theatre Calgary. These people and/or their representatives will meet within five (5) days of Stage Three being initiated to discuss such grievance.

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

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

ARTICLE 6 - ARBITRATION

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

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

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

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

ARTICLE 7 - PERSONNEL

- 7.01 The terms and conditions of casual Employees shall be as hereinafter set forth in this Article: Where the Employer deems necessary, additional personnel may be engaged on a casual basis to supplement Permanent/Seasonal Employees or Construction Department Head Employees.

- 7.02 (a) The parties agree that, to facilitate training and development of individuals, working in pursuit of a career in technical theatre, the Employer may partner a maximum of one (1) Trainee worker to each Department with the appropriate Head's agreement. The Trainee must be acquired from the Union dispatch office unless mutually agreed otherwise. In this case a permit may be granted by the Union for the specific period of training required.

- (b) The Employer and the Union shall, in concert with the Trainee, prepare a Training Goals Statement and a Training/Work Schedule prior to the engagement of the Trainee. The Employer and the partnered Employee must approve the Statement and Schedule.

- (c) The Trainee shall perform work, as scheduled and assigned, with as much supervision as her/his partnered Employee, in consultation with the Technical Director, deems necessary in order to preserve the integrity of the work to be done and to facilitate proper training.

- (d) The engagement of Trainees shall never result in the layoff or displacement of any Union member.

- (e) All Trainees shall be paid in accordance to this Collective Agreement and shall be bound by the conditions contained herein.
- 7.03 By agreement of the Employer and the Union, the Employer may use bona fide students in any area under the jurisdiction of the Union provided such students are members of a bona fide work experience program sponsored by the Calgary Public School Board, the Calgary Separate School Board, Southern Alberta Institute of Technology, University of Calgary, Mount Royal University or any other mutually agreeable school board or institution so long as such students do not displace any bargaining unit position/employees. The Employer will consult with the appropriate Department Head before putting the student under their supervision.
- 7.04 All designers engaged by the Employer shall be allowed to help on specific projects that they have designed, in order to supervise, demonstrate or expedite instructions. The Employer will notify and consult with the appropriate Department Head before the designer participates. Designer participation shall not displace bargaining unit positions/employees.
- 7.05 (a) The Employer agrees to employ a minimum of one Permanent/Seasonal Employee in each of the following departments for that period of time when the Employer operates its facilities as per Article 11.01 a):
- Stage Carpentry
 - Electrics
 - Audio
 - Wardrobe (Dresser)
- (b) The Employer agrees to employ a minimum of one Construction Department Head Employee in each of the following departments when required and in accordance with Article 11.01 (b) and Section 2 of Appendix "A", Definitions:
- Paint
 - Wardrobe (Construction)
 - Shop Carpenter
 - Props (Construction)

Training and Development

- 7.06 It shall be the responsibility of the Employer, in co-operation with the Employee, to ensure that their skills are upgraded with the changing technologies applicable to their particular specialization for Theatre Calgary.
- 7.07 Realising that those in the best position to recommend topics for training and development courses, seminars and workshops are its Employees, accordingly the Employer agrees to give full consideration to topics suggested by the Employees and the Union.
- 7.08 The Employer may, from time to time, at its discretion and as schedules permit, arrange training and development courses, job shadowing, seminars and workshops, the costs of which shall be borne by the Employer and the Union.
- 7.09 Where possible, and in co-operation with the Employer, the Union shall provide qualified trainers in specific areas who, when mutually agreed upon by the Union and the Employer,

shall lead such courses, seminars and workshops or portions thereof, the cost of which shall be shared equally by the Employer and the Union.

- 7.10 The Employer shall reimburse the Employee any tuition fees; upon successful completion of any Employer approved training that has been responsibly completed.
- 7.11 The Employer agrees that time spent by the Employees in training and development courses; job shadowing, seminars and workshops shall be paid at the Employees applicable rate plus benefits.
- 7.12(a) The Employer may, on an annual basis, conduct a performance review of Permanent/Seasonal Employees.
- (b) At the request of the Employee a Union representative shall be present at any performance review.
- (c) The Employer shall give an Employee a minimum of five (5) days written notice prior to the performance review.
- (d) In case of disagreement over a review, the Employee may appeal the review results through the Grievance Procedure as per Article 5 of this agreement.

ARTICLE 8 - MINIMUM CREWS AND HEADS OF DEPARTMENTS

- 8.01(a) All work shall be assigned to departments. Each department shall have a Head of Department, and all work will be assigned to departments and individuals within a department by management, with the consultation of the applicable Department Head.
- (b) All work shall be assigned within the following departmental structure:
- Construction Carpentry
 - Properties Construction and Running Maintenance
 - Properties Running (if required, to be determined in consultation as per clause 8.01 c)
 - Wardrobe Running (including Hair and Make-Up with Union approval which will not be unreasonably withheld)
 - Wardrobe Construction
 - Paint
 - Stage Carpentry
 - Electrics
 - Audio
- (c) The assignment of responsibilities for additional running crew members shall be decided upon by the Employer after joint discussion with Department Heads and the Steward.
- 8.02(a) Two of the three following Permanent/Seasonal Employees (sound, lighting, carpentry) are the minimum running crew required for any public event when the employer operates its facilities as per Article 11.01 a), not classified as a performance or rehearsal such as lectures, speeches and meetings. One of the Employees will be in the booth and one will be on stage.
- 8.02 (b) Further, a minimum of one Permanent/Seasonal Employee shall be in attendance on-stage, except as specified above, during all times a stage is in use, with the following exceptions:

- while being used for theatre tours guided by the Artistic Director, Production Manager, Technical Director or Producer or other Senior Theatre Calgary Employees as Authorized by the Producer.
- while the set is being painted and dressed;
- while the set is in use by the Director and/or Producer working with actors in non technical (rehearsal hall type) rehearsals; unless a hazard exists, this shall be determined in consultation between the appropriate Department Head and a representative of the Employer;
- during any other activity which is accepted by consent between the Steward for the Union and the Employer.
- auditions

8.03 All Employees will work together in any and all departments when required to expedite the construction and running of any and all Theatre Calgary productions. The Employer will not knowingly place an Employee in a department when the Employee has no skill or knowledge in that department.

ARTICLE 9 - WORKING CONDITIONS

9.01 Any unsafe equipment or conditions will be brought to the Employer's attention for immediate resolution. In the event a dispute cannot be resolved, it shall be referred to an Alberta OHS officer for resolution. Any hazardous situations are to be avoided and other work shall continue while the situation is resolved.

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

9.02 Health and Safety

- (a) The Employer will strictly adhere to and conform to all rules, guidelines and/or regulations contained in the applicable City, Provincial and Federal statutes, acts, and regulations.
- (b) The Employer will provide appropriate medical/first aid supplies required by law. The Employer will provide first aid training (standard level) so as to have sufficiently trained personnel as per the first aid regulations of Alberta.
- (c) When an Employee is unable to complete a shift because of an incapacitating injury sustained during the normal course of work, the injured Employee will be paid for the entire shift of work, in which the injury occurred, at the applicable rate. All time spent in travel to and from the hospital will be paid.
- (d) It is agreed that the workplace shall be a healthful and safe environment in accordance with Provincial laws. In that context it is the responsibility of the Employer to furnish a place of employment, which is healthful and safe for the Employees herein: to furnish and use safety devices and safeguards. Use practices, means, methods, operations and processes, which are reasonably adequate to protect the workers in the workplace so as to be healthful and safe. To also do everything reasonably necessary, to protect the life, safety and health of all Employees. The Employer will make every reasonable effort to not allow any Employee in any place of employment, which is not healthful and safe. Neither the Employer nor the Employees will remove, displace, damage, destroy or carry off any safety device, safeguard,

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notice of warning, furnished for the use in any employment or place of employment. No person shall interfere with the use of any method or process for the protecting of any Employee, including, his/herself, in the employment or place of employment of the Employer.

- (e) It is the responsibility of the Employer to inform the I.A.T.S.E. Local 212 Health and Safety Co-ordinator of all accidents and forward to him/her copies of inspection reports and accident investigation reports. The Union Health & Safety Co-ordinator shall have access to all first aid reports. Reports supplied to the Union Health & Safety Co-ordinator shall not contain information of a personal nature.
 - (f) A properly stocked first aid kit shall be available to all crews wherever the work may be.
 - (g) The Employer shall arrange for, and/or provide, sanitary facilities on all work locations as required by the Alberta Occupational Health and Safety Act, Regulation and Code.
 - (h) It is the responsibility of the Employer to ensure proper respiratory protection of the Employees. Employees shall use proper protection when required.
- 9.03 A safety committee shall be formed and shall consist of the Employer's designate, a Union Steward and one Permanent/Seasonal Employee chosen by the Union. The Union Health and Safety Co-ordinator shall work with this Committee to ensure that all rules, guidelines and regulations are being adhered to and do safety inspections of the work site.

The Committee will meet at least three (3) times a year, appoint a chairman and will have the following responsibilities:

- (a) to monitor and review safety procedures and practices;
- (b) to monitor the use and maintenance of First Aid Kits;
- (c) to monitor the use and maintenance of fire equipment and fire exits;
- (d) to acquire, summarise and disseminate applicable information, publications and periodicals.

Required Tools And Clothing

- 9.04 All Employees who report for work shall be equipped with their own basic minimum tools as determined by the Department Head and the Employer. Each Department Head will, on an annual basis, supply the Employer with a list of the tool requirement for their department.
- 9.05 After one season of employment Permanent/Seasonal and Construction Department Head Employees and Qualifying Construction Department Employees and Assistant Stage Head Employees shall be eligible for a personal equipment replacement subsidy. This subsidy, provided by the Employer, shall be extended up to a maximum of one hundred dollars (\$100.00) once per twelve (12) month period as requested by the Employee and approved by the Employer upon presentation of receipt of purchase.
- 9.06 There shall be a five hundred dollar (\$500.00) annual fund for the purpose of replacing or repairing personal tools broken, stolen or damaged in the course of working for the

Employer. At the end of the Employer's fiscal year, the fund shall be replenished. The Employer shall administer this fund in consultation with the Stewards.

- 9.07 When the Employer requests an Employee to transport Employer costumes, equipment or personnel and the Employee agrees to do so the Employee will be paid, in addition to their applicable hourly rate, fifty-four cents (\$0.54) per kilometre driven; plus any related parking expenses.

ARTICLE 10 CREW CALLS

- 10.01 During normal circumstances the Permanent/Seasonal Employees will start their call one and one half (1.5) hours before the curtain goes up. Running crew calls will be a minimum of one (1) hour before curtain. All show and dress rehearsal calls are four (4) hours minimum.
- 10.02 A show or dress rehearsal call shall be posted when such notification is placed on the call board(s) of Theatre Calgary by the Employer. A show call schedule for the entire run of a production along with possible extension of run shall be posted on the call board(s) of Theatre Calgary by the Employer prior to the first dress rehearsal. This schedule may be subject to change by the Employer and any changes made to it shall be posted as soon as practicable.
- 10.03(a) Twenty-Four (24) hours' notice must be given for any cancellation of a call or performance.
- (b) Twenty-Four (24) hours' notice is required for any other changes to calls such as hours of work, or time of the call, where practicable.
- (c) Calls or performances may be cancelled due to the occurrence of a Force Majeure Event without penalty providing notice is given a minimum of two (2) hours prior to the commencement of the call or performance call. If proper notice is not given, then a four (4) hour call will be paid to the affected scheduled Employees.
- (d) In this Article, a Force Majeure Event shall include but not be limited to:
- damage to any space leased, rented or otherwise acquired by Theatre Calgary rendering it unfit for use or occupation;
 - acts of civil disturbance;
 - war or acts, or threatened acts, of terrorism or vandalism;
 - illness of an actor, which would cause inability to perform
 - acts of God
- (e) In this Article 10.03 acts of God shall include but not be limited to:
- temperature extremes, which threaten life or limb,
 - violent storms of rain, snow, sleet, lightening or wind,
 - earthquake, flood, eruption, epidemic, famine, meteor shower or other disturbances by heavenly bodies,
 - any other act not herein defined which is agreed between the Employer and a Union Representative of Local 212 at the time of its occurrence as being an Act of God.

- 10.04 If any Employee is visible by the audience and is wearing a costume on-stage during a performance, they shall be paid a bonus equal to one (1) hour of the employee(s) applicable rate of pay per performance. This bonus shall not be included in any calculations of hours of work. This does not include appearances on-stage necessitated by the nature of the design of the show for pre-show set-up or during intermission.
- 10.05 The Employer agrees to publish a monthly work schedule, as far in advance as possible, with the Employers best effort, a copy will be sent to each Permanent/Seasonal Employee and each Construction Department Head Employee and one to the Union Office.
- 10.06 The Employer shall provide three (3) days notice in writing of a call to the Union whenever practicable.

ARTICLE 11 - HOURS OF WORK

11.01

- (a) Permanent/Seasonal Employees are guaranteed a minimum of thirty-nine weeks (39) of employment per year at a minimum of forty (40) regular hours per week. Overtime will be paid to the appropriate Employee on each cheque.
- (b) Construction Department Head Employees are guaranteed a minimum of forty (40) hours of employment per week or eight (8) hours per day, during a period of not less than two (2) weeks per production during a season in accordance with Appendix "A" Definition #2. The Head of the Paint Department shall be engaged for a minimum of 12 weeks per season.
- (c) Any Employee hired as a casual crew shall be hired on an As Required Basis.

11.02(a)

Regular hours of work shall mean a maximum of eight (8) consecutive hours of work done between 8:00 A.M. and 12:00 midnight on the same day to a maximum of 40 in a week, including statutory holidays.

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

i) Daily calculation of overtime

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

ii) Weekly calculation of overtime

All work done in excess of;

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

Sixty (60) hours shall be paid at two (2) times the base rate.

Sixty-Five (65) hours shall be paid at three (3) times the base rate.

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

- (b) All work done between 12:00 midnight and 8:00 a.m. shall be paid at one and one half (1.5) times the Employee's regular rate except where a greater premium applies. All work done between 12:00 midnight and 8:00 a.m. shall contribute towards an Employee's weekly thresholds for overtime calculations. These hours shall fill thresholds as if they had been worked as "regular hours" in Clause 11.02(a).

11.03

- (a) The normal rest period shall be ten (10) hours between the wrap up of one day and the beginning of the next call.
- (b) Encroachment by the Employer on the ten (10) hour rest period shall be paid at double (2 times) the Employees regular rate until the 10 hours expires. The rest period encroachment premium hours shall contribute towards an Employee's weekly thresholds for overtime calculations. These hours shall fill thresholds as if they had been worked as "regular hours" in Clause 11.02(a).
- (c) Employees shall not be entitled to claim the encroachment penalty if the encroachment has occurred at the Employee's initiative and not at the direction of the Employer.
- (d) To avoid rest period infringement for Permanent/Seasonal Employees during "tech week" the Employer may use a Casual "tech notes" crew. Casual "tech notes" crew will work under the rates and conditions of the Permanent/Seasonal Employees that they are relieving.

DAY (S) OFF

11.04(a)

- An Employee is entitled to receive at least one day off in each workweek during the rehearsal/performance schedule and two consecutive days off in each workweek during the remainder of the employment period. A day off is described as thirty-two (32) consecutive hours. Encroachment by the Employer on an Employee's day off shall be paid as per Article 11.04(c).
- (b) The day off for Permanent / Seasonal Employees shall normally be Monday. The day off for Construction Department Heads shall normally be Sunday. This day may be changed with 2 weeks' notice or if after consultation with the affected parties, another day off has been mutually agreed upon.
 - (c) All hours of work done on the Employee's day off, seventh day worked, and all subsequent consecutive workdays shall be paid at two (2) times the Employee's base rate as per Appendix "B". All hours worked subject to this clause are to be included in the calculation of overtime thresholds as per Article 11.02.

- 11.05 An Employee who is called to work and subsequently reports for work shall receive a minimum of four (4) hours' remuneration at the prevailing rate per work day. A return to work after a break of more than one (1) hour will constitute a new four (4) hour call. This article shall not apply if the decision to 'split-shift' was made by the Employee.

During the tech period for Employer productions, defined as the 5 days prior to and 3 days subsequent to the first public performance, the first call of the day for Stage Heads and Running Crew may be reduced to a two (2) hour minimum so long as it is followed by a minimum four (4) hour call that is separated by a break no greater than one hour.

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

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

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

ARTICLE 12 - REST AND MEAL BREAKS

12.01 Meal breaks will be no later than every five (5) hours.

12.02 Meal breaks shall be taken in the following manner:

- (a) A one (1) hour break or, on one occasion per day only, a half hour (1/2) uninterrupted paid break
- (b) If the half hour (1/2) meal break is not allowed by the Employer as stated above the following penalty shall be imposed: In addition to but separate from the prevailing rate, the Employer shall pay to the Employee a premium of seventeen (\$17.00) dollars for the first half hour and thirty (\$30.00) dollars for each subsequent half hour of meal break infringement until a meal break is given.
- (c) Meal break infringement hours worked shall be included as hours counted to reach threshold hours for the purposes of overtime calculations.

12.03

- (a) Coffee breaks during all calls other than rehearsals and performances are to be a minimum of twenty (20) consecutive minutes per each four (4) hour call, at approximately the midpoint of the call, and shall be called by the appropriate party. Coffee breaks during rehearsals, including lighting and sound rehearsals shall be at the mutual agreement of the parties concerned, at an appropriate point of the call and for no less than fifteen (15) minutes.
- (b) Booth crews and operators in restricted movement positions (e.g. followspot operators) shall be given a break not later than two and one-half (2 1/2) hours after the beginning of their time in the booth or restricted movement positions during rehearsals. The break shall not be less than twenty (20) minutes. It shall be assumed that deck crew shall have generous access to facilities during their call and shall not require more than one formal fifteen (15) minute coffee break.

- (c) In the event an Employee works a fifth (5th) consecutive hour, a further five (5) minute coffee break shall be given to that Employee at any point within the fifth (5th) hour, up to and including the last five (5) minutes of the hour.
- (d) During performances, a coffee break may be permitted at any single or subsequent intermission or during the performance provided that the Employee's work obligation shall in no way be interrupted by such coffee break, and that such coffee break shall be a total minimum of fifteen (15) minutes per show call.
- (e) If such break(s) is not provided, then the time missed shall be added to the end of the shift and paid out at the applicable rates and conditions

ARTICLE 13 - HOLIDAYS AND VACATION PAY

General Holidays

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

New Year's Day	Christmas Day
Family Day	Boxing Day
Good Friday	
Easter Sunday	
Victoria Day	
Canada Day	
August Civic Holiday (Heritage Day)	
Labour Day	
Thanksgiving Day	
Remembrance Day	

And any other Federally or Provincially declared General Holiday

- (b) All Permanent/Seasonal Employees qualify for all General Holidays. All other Employees qualify for General Holidays if they work on the Holiday itself or have worked the entire scheduled call preceding and following the General Holiday and in addition, have met one of the following:
 - (i) has worked for ten (10) days in the preceding thirty (30) days, or
 - (ii) has worked thirty (30) days in the preceding twelve (12) months.
- (c) Employees who qualify for General Holiday pay shall receive 8 hours of pay for General Holidays at the Employee's regular rate.
- (d) In addition, Employees who work on a General Holiday shall be paid one and a half (1 ½) times regular rate for the first eight hours worked and two and a half (2 ½) times the regular rate for all hours worked in excess of eight hours worked, except where a greater premium applies.
- (e) On a General Holiday, either eight (8) hours or actual time worked, whichever is greater, shall contribute towards the weekly thresholds for overtime. These hours shall fill thresholds

as if they had been worked as "regular hours" in Clause 11.02(a). If called to work on a General Holiday the minimum call time shall be not less than six (6) hours.

- (f) Holidays shall commence at 12:00 a.m. and end at 11:59 p.m.
- (g) Casual Employees engaged for a specific period of time or project, as verified by the Appropriate Department Head, shall not be scheduled or replaced so as to avoid the payment of a general holiday pay for which they would reasonably have been entitled.

13. 02 VACATION PAY

- (a) All Employees covered by this Collective Agreement shall receive four (4%) of their gross wages, to be paid to the Employee as vacation pay. Such payment shall appear on the same cheque as the hours for which it was accrued.
- (b) In the third (3rd) season of employment, **Permanent/Seasonal and Construction Department Head and Qualifying Construction Department Employees and Assistant Stage Head Employees** who have worked for the Employer for two (2) consecutive seasons shall receive six percent (6%) of their gross wages, to be paid to the Employee as vacation pay. Such payment shall appear on the same cheque as the hours for which it was accrued.
- (c) In the sixth (6th) season of employment, **Permanent/Seasonal and Construction Department Head and Qualifying Construction Department Employees and Assistant Stage Head Employees** who have worked for the Employer for five (5) consecutive seasons shall receive eight percent (8%) of their gross wages, to be paid to the Employee as vacation pay. Such payment shall appear on the same cheque as the hours for which it was accrued.
- (d) In the tenth (10th) season of employment, **Permanent/Seasonal and Construction Department Head and Qualifying Construction Department Employees and Assistant Stage Head Employees** who have worked for the Employer for nine (9) consecutive seasons shall receive a premium of ten percent (10%) of their gross wages to be paid to the EMPLOYEE as vacation pay.
- (e) For the purpose of the above calculations original dates of hire shall be observed.

ARTICLE 14 - FIRST REFUSAL

14.01 If during a period of vacation a production requires work normally performed by a Permanent/Seasonal Employee who is unavailable, that work may be given to another Employee until the Permanent/Seasonal employee becomes available if it does not significantly affect the production.

ARTICLE 15 - PUBLICITY, PHOTO CALLS, TELEVISION, VIDEO TAPE AND FILM

15.01 Whenever any space leased, rented, or otherwise acquired by the Employer or any part thereof is used for television, video tape, or motion picture production, and where such material is to be used for promotional purposes and shall not exceed two (2) minutes actual

broadcast air time of a production it shall be deemed to be part of the regular working duties of the Employee. If two minutes of actual broadcast airtime is exceeded, then the applicable rates and conditions contained in the "I.A.T.S.E. Local 212 Motion Picture Agreement" will apply to those Employees.

- 15.02 Whenever scenic elements, properties, wardrobe or wigs specific to a given production are required to leave the premises for promotional activities, such time as may be required to prepare, clean, repair and return to pre-set position shall be deemed to be part of the regular working duties of the Employee who is normally responsible for the elements during the run of the production.

Whenever circumstances permit the appropriate Department Head and/or a Steward shall be informed prior to the elements leaving the building.

- 15.03 Whenever the Employer produces or co-produces television, video tape or motion picture; or records either within or without any space leased, rented, or otherwise acquired by the employer; all regular and additional equipment required, which is normally within the jurisdiction of the Union under this Agreement, shall be handled by Employees supplied by the Union. The Union may not impose additional categories or numbers of Employees other than those required and mutually agreed to and at such rates as are negotiated at the time.

ARTICLE 16 - YELLOW CARD AND TRAVELLING

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

- 16.02 The Employer when requiring an Employee to travel on Employer behalf outside Calgary agrees to the following;

- i) Where an Employee road card and traveling contract are required; to provide sufficient information to process the contract in a timely fashion and to honour the then current I.A.T.S.E. Traveling Employees (pink contract) contract terms.
- ii) If a pink contract is not required then the Employer shall provide and pay for Calgary return economy air travel, ground transport expense reimbursement, single business class accommodation and a per diem of Seventy (\$70.00) dollars for each Employee traveling. All traveling Employees shall be paid not less than their departmental Head Rate for hours traveling and working for the Employer outside of Calgary, except when more than one Employee from the same Department travels, in which case the appropriate hourly rates shall apply.
- iii) Traveling hours will be paid hours. Travel hours will be arranged and agreed to in advance to commence with the departure from either home, theatre or hotel to the airport/train/bus and complete with the employees initial arrival at the destination

hotel/theatre/return home. Travel days that begin before noon will be paid as a full per diem day. Travel days that begin after noon will be paid as a two thirds (2/3) per diem day.

ARTICLE 17 - UNION DUES AND PAYMENT OF WAGES

- 17.01 The Employer agrees to deduct from the wages of each Employee (Permanent/Seasonal, casual, production, Construction Department Head, trainee, or permittee) covered this Agreement, an assessment of an amount which may be set from time to time by the Union, deducted from the gross earnings (wages plus vacation pay), for Union dues and will remit the amount of such deductions by cheque payable to I.A.T.S.E. Local 212, together with an electronic spreadsheet statement showing the names of all those in respect of whom deductions have been made and the amount of each deduction delivered to the Union on a monthly basis. The Union agrees to give the Employer at least one (1) month written notice of an assessment adjustment.
- 17.02 (a) Each Employee, upon submission of an individual time card, no later than 9:00 a.m. on Monday of the week following the work, shall be paid by the Employer on the Thursday following the week of work, all wages due in full as determined by Appendix B - Rate Sheet. An Employee who has not submitted a time card as required will be paid the following pay period.
- (b) An Employer signed copy of an Employee's submitted timesheet shall be returned to the Employee with the paycheque corresponding to the timesheet pay period.
- (c) Time worked shall be recorded and paid to the nearest, greater half (1/2) hour.

Administration Fee

- 17.03 The Employer shall contribute an amount equal to one percent (1%) of all Employees gross earnings toward the general benefit of the members. Such contribution shall be forwarded monthly to the Union with a complete remittance breakdown.

ARTICLE 18 - BENEFITS

18.01 R.R.S.P.

- (a) The Employer acknowledges that this Agreement provides for the establishment of a Registered Retirement Savings Plan on behalf of all Union members. It is agreed that contributions shall be made payable to a bona fide trust fund administered by the Union for these Employees, and that such contribution shall be made payable from the first day of employment at such rates as are herein agreed.
- (b) The R.R.S.P. contribution made by the Employer shall be an amount equal to **Four (4%) percent** of an Employee's gross earnings. This contribution shall be forwarded to the Union on a monthly basis together with an electronic spreadsheet detailing individual earnings and contributions.

Union Permits (non-members)

- (c) For Employees who are not Union members, the amount equal to the Employer's contribution, as specified in 18.01(b), shall be paid directly to the Employee on each pay cheque.

18.02 SICK LEAVE

- (a) Sick leave means the period of time that an Permanent/Seasonal, Construction Department Head Employee, Qualifying Construction Department Employee, Assistant Stage Head Employees or running crew Employee is absent from work by virtue of being ill to the point where he/she is prevented from working including while being examined and/or actively treated by a physician, or on an emergency basis by a dentist or chiropractor.
- (b) Paid sick leave for Permanent/Seasonal, Construction Department Head Employees, Qualifying Construction Department Employees, Assistant Stage Head Employees or running crew Employees is earned at the rate of one day per month employed to a maximum of twelve (12) working days per year.
- (c) In the event a Permanent/Seasonal Employee is sick for a period longer than his accumulated sick leave, the Employer will hold the position open for the Employee for a period of not less than six (6) months.
- (d) An Employee's sick leave record shall be kept by the Employer and shall be available for review by the Employee.
- (e) A doctor's certificate may be required where more than three (3) consecutive days' sick leave is taken.

18.03 BENEFITS

- (a) The Company shall contribute to the Union an amount equal to **four and fifty-five one hundreds (4.55%) percent** of gross earnings of each Employee for **Health and Welfare benefits**. This contribution shall be forwarded to the Union on a monthly basis together with an electronic spreadsheet detailing individual earnings and contributions.
- (b) The Company shall pay fifty (50) percent of the premium for Alberta Health Care for Permanent/Seasonal and Construction Department Head Employees.
- (c) Permanent/Seasonal and Construction Department Heads are eligible for a transportation subsidy of up to Ninety-Five (\$95.00) dollars per month upon submission of receipts.
- (d) Coverage for all benefits shall be in place from the commencement of employment through to EITHER: the last day of the month in which Termination of Employment occurs OR two (2) Pay Periods after the Pay Period in which Termination of Employment occurs, whichever is the lesser.
- (e) Benefits may be pro-rated at the Commencement of Employment for the month in which employment begins.

- (f) The Employer shall, upon request, pay to Employees who bicycle to work, fifty percent (50%) of the cost of an annual "bicycle lock up pass", to a maximum of Fifteen (\$15.00) dollars per year per person, thus enabling the Employee to park his/her bicycle securely in the underground parking lot in the Performing Arts Centre. Employees who have worked more than thirty (30) days in the preceding twelve (12) months for the Employer shall qualify for this benefit.
- 18.04 The Employer agrees that all persons employed under this Agreement shall have the full protection available under the Workers' Compensation Act of the Province of Alberta.
- 18.05 The Employer further agrees that in the event of injury on the part of any Employee who subsequently qualifies for Workers' Compensation, the Employer shall pay to the Employee an amount equal to the difference between the Employee's salary and the current rate of compensation as a benefit drawn against accumulated sick leave to be determined by the prevailing rate of compensation, provided such time is within the limits of the period set out in this Agreement in Article 18.02.
- 18.06 Any Employee of the Theatre that has been appointed by the Union to conduct business on the Union's behalf shall be granted Leave of Absence without pay for a reasonable time subject to the following conditions:
- (a) The Union agrees to notify the Theatre in writing at least fourteen (14) calendar days prior to the request for such Leave of Absence, or the Theatre need not grant leave;
 - (b) The Theatre reserves the right to refuse such permission, subject to consideration of efficiency of production operations; and
 - (c) The Theatre shall not be required to pay for the training of a replacement for any Employee on such Leave of Absence.

ARTICLE 19 – BEREAVEMENT, JURY DUTY & MATERNITY/PATERNITY

19.01 BEREAVEMENT

After three (3) months of employment the Employer agrees that in the case of the death of a spouse, parent, father-in-law, mother-in-law, child, brother, sister, or brother-in-law, sister-in-law, son or daughter-in-law, grandparent, grandchild, former guardian, ward or fiancée, or any other relative who has been residing in the same household (a relative includes a person related by marriage, adoption, heterosexual or same sex common-law), an Employee shall be granted up to five (5) consecutive days leave with pay. Where the burial occurs outside the province, such leave shall be seven (7) consecutive days: five (5) days with pay and two (2) days leave.

19.02 JURY DUTY

If a Permanent/Seasonal or Construction Department Head Employee is summoned for jury duty, the Employer shall pay the Employee the difference between the jury pay and his regular salary, upon receipt of a certificate from the court stating the amount of jury pay received and the time served. In special circumstances, the Employer reserves the right to

request that the Employee be excused from jury duty in respect of his obligations to a given production, by means of a written request from the Employer to the court.

19.03 MATERNITY/PATERNITY

All Permanent/Seasonal Employees and Construction Department Heads shall be granted four (4) days paid leave, as well as up to an additional three (3) days leave without pay when a child is born or legally adopted by them or by their spouse/companion. Maternity/Paternity leave shall be taken within four (4) weeks of the expected date of birth/adoption.

ARTICLE 20 - DURATION AND TERMINATION OF AGREEMENT

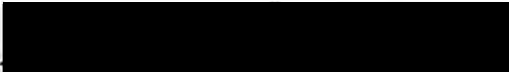
20.01(a) The Parties undersigned hereto mutually agree to be governed by the conditions set forth in this Agreement, and this Agreement shall remain in full force and effect until the Expiry date of May 31st 2022, and from year to year thereafter unless either Party to this Agreement has given not less than sixty (60) days notice and not more than 120 days prior to the Expiry date, or any subsequent Anniversary date of this Agreement, of its intention to change the Agreement. Negotiations pertaining to any desired change must be commenced within ten (10) to twenty (20) days after the date of issuance of said notice.

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

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

Signed for the UNION:


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

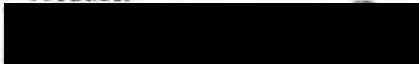

Stage Business Agent


President

Signed for the COMPANY:

Theatre Calgary
220 - 9th Avenue,
Calgary, Alberta
T2G 5C4


Producer


Executive Director

Signed this 25th day of April, 2019 in Calgary, Alberta.

APPENDIX "A" DEFINITIONS

- (1) The term "Permanent/Seasonal Employee" whenever used in this Agreement shall mean an Employee who is employed for that period of time when the Employer operates its facilities as per Article 11.01 a), and as outlined for the positions listed in Article 7.05.
- (2) (a) The term Construction Department Head Employee whenever used in this agreement shall mean an Employee who is employed in any of the following categories:
 - (i) Head of Paint Department
 - (ii) Head of Wardrobe Construction
 - (iii) Head Shop Carpenter
 - (iv) Head of Props Construction

(b) The term Qualifying Construction Department Employee whenever used in this agreement shall mean an Employee who is employed in the Paint, Wardrobe, Carpentry or Props Department who qualifies for certain benefits having;

 - (i) worked at least 240 hours in a season or immediately prior season; and
 - (ii) accepted Construction Department calls offered for weekly employment; and
 - (iii) notified the Employer of qualification status prior to claiming benefits.

(c) The term Assistant Stage Head Employee whenever used in this agreement shall mean an Employee who is employed in the Stage Carpentry, Electrics, Sound or Wardrobe Departments who met the following criteria;

 - (i) worked at least 200 hours in a season or immediately prior season; and
 - (ii) have a proficient knowledge of their department, and
 - (iii) are able to act as an alternative Department Head
 - (iv) are recognized as a qualified Assistant Stage Head by the Employer after consultation with the Department Head.
- (3) The term "running crew Employee" whenever used in this Agreement shall mean an Employee who is hired for the running and maintenance of a particular production, for a period of time commencing not later than preview and continuing through closing night.
- (4) The term "trainee Employee" whenever used in this Agreement shall mean an Employee who is hired to observe and learn a particular craft. A trainee Employee shall only be permitted to work with the supervision of a Permanent/Seasonal Employee, or a running crew Employee and shall not displace any bargaining unit Employees.
- (5) The term "permittee Employee" or "permit Employee" whenever used in this Agreement shall mean an Employee who is not a member of the Union, but who shall have a formal arrangement with the Union in order to receive work privileges and in accordance with Article 2.07 of this Agreement.
- (6) The term "season" whenever used in this Agreement shall mean the operating season in which productions will be offered to the viewing public. The season shall be determined each year by the Employer announcing in writing the dates of the following season.

Theatre Calgary/IATSE 212 Collective Agreement 2019-2022

- (7) Whenever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine, or neutral has been used where the context so requires.
- (8) The term "Party" whenever used in this Agreement shall mean either the Union or the Employer.
- (9) The term "stage or production crew Employee" whenever used in this Agreement shall mean an Employee who is hired to the construction, set-up or maintenance of any production for a period of time determined by the Employer.
- (10) The Pay Period shall be one full week starting at 12:00 am Monday through to 11:59 pm the following Sunday.
- (11) The term "entry level" used in Appendix "B" refers to persons who are inexperienced, this to be determined in consultation between the appropriate Department Head and the Technical Director. An inexperienced employee can only be kept employed in this capacity for a total period of not more than 60 (sixty) days or any further period agreed to between the appropriate Department Head and the Technical Director.
- (12) The term Member whenever used in this Agreement shall mean a member of the Union.
- (13) The term Properties Running Maintenance is defined as the repair and maintenance of all properties through the run of a production, with the exception of properties which by their nature require daily attention, or are more suited to be addressed by other construction departments as per the discretion of the Employer.

APPENDIX "B" WAGE SHEET

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

	First Year June 1, 2019 - May 31, 2020.	Second Year June 1, 2020 - May 31, 2021.	Third Year June 1, 2021 - May 31, 2022.
<u>STAGE CREWS</u>			
Head Permanent/Seasonal	\$30.50	\$31.50	\$32.25
Assistant Stage Head	\$28.50	\$29.50	\$30.25
Running Crew	\$27.50	\$28.50	\$29.25
Casual Stagehand	\$26.50	\$27.50	\$28.25

CONSTRUCTION SHOPS CREWS
Department positions included in category rate minimums

Head Construction Department	\$30.50	\$31.50	\$32.25
Senior Builder Cutter, Tailor, Lead Welder	\$30.00	\$31.00	\$31.75
Lead Builder First Hand, Carpenter, Props, Dyer, Scenic Artist, Props Buyer	\$28.50	\$29.50	\$30.25
Builder Stitcher, Carpenter, Props	\$26.50	\$27.50	\$28.25
Construction Entry Level Crew \$23.00 Carpenter, Props, Scenic Artists, Wardrobe		\$24.00	\$24.75

Category requirements for each call will be determined in consultation between appropriate Department Heads and the Technical Director

APPENDIX "C" JOB DESCRIPTIONS

-Head Sound Technician

The position is responsible for ensuring the sound effects of all productions, and for maintaining the production sound equipment.

- Builds all production sound tapes under the direction of the Director or Sound Designer.
- Operates the sound mixing console for all rehearsals and performances.
- Responsible for the maintenance of all production sound equipment, video equipment, and communication equipment used by Theatre Calgary.
- Consults and advises on the purchase of all sound, video and communications equipment purchases with Theatre Management.
- Responsible for coordinating the loaning or rental of all equipment from the sound department upon Theatre approval.
- Supervises casual crew(s) with regard to sound.
- Performs other related duties which may be mutually agreed to in consultation with the Technical Director, Production Manager or Producer.

-Head Stage Carpenter

This position is responsible for ensuring the set-up of all sets, masking and non-electrical special effects, and for maintaining the safe condition of such stage equipment.

- Supervises the set-up of all sets, masking and non-electrical special effects.
- Ensures safe and proper rigging and flying procedures for all production elements.
- Responsible for the maintenance of all relevant equipment used by Theatre Calgary.
- Consults and advises on the purchase of all relevant departmental equipment with Theatre Management.
- Responsible for coordinating the loaning or rental of all equipment from the stage carpentry department upon Theatre approval.
- Runs scenic elements of all productions.
- Supervises casual crew(s) with regards to carpentry
- Maintains stage equipment, other than sound and electrical, and all scenic elements in a safe and proper state at all times.
- Performs other related duties which may be mutually agreed to in consultation with the Technical Director, Production Manager or Producer

-Head Dresser (Wardrobe Mistress)

This position is responsible for the laundry, maintenance and safe-keeping of all costumes.

- Participates in all technical rehearsals and performances.
- Maintains all costumes in terms of laundry and repairs.

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- Responsible for the maintenance of all relevant departmental equipment, used by Theatre Calgary.
- Consults and advises on the purchase of all relevant departmental equipment with Theatre Management.
- Responsible for coordinating the loaning or rental of all equipment from the wardrobe department upon Theatre approval.
- Maintains a safe, clean working area.
- Participates in other stage duties as directed by the Technical Director when time allows.
- Performs other related duties which may be mutually agreed to in consultation with the Technical Director, Production Manager or Producer.

-Head Electrician

This position is responsible for all aspects of lighting and electrics required for productions

- Supervises, hangs and focuses all lighting designs.
- Operates the lighting console for all rehearsals and performances.
- Responsible for the maintenance of all relevant departmental equipment, used by Theatre Calgary.
- Consults and advises on the purchase of all relevant departmental equipment with Theatre Management.
- Responsible for coordinating the loaning or rental of all equipment from the electrics department upon Theatre approval.
- Wires all electrical stage effects.
- Supervises casual crew electrician(s).
- Maintains all production lighting equipment.
- Maintains the electrical aspects of all other production equipment.
- Performs other related duties, which may be mutually agreed to in consultation with the Technical Director, Production Manager or Producer.

ADDENDUM

1. In the event Theatre Calgary produces theatre in any different venue (different CTA category), before a paying audience; Appendix "B" Wage Sheet only shall be subject to negotiation in regard to the change in venue.