

# **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 #118**

(The Union)



AND

**VANCOUVER SYMPHONY SOCIETY**

(The Employer)

**JULY 1, 2022 – JUNE 30, 2026**

TABLE OF CONTENTS

IATSE LOCAL 118 – VANCOUVER SYMPHONY SOCIETY COLLECTIVE AGREEMENT

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ARTICLE		PAGE
1	GENERAL PURPOSE	
2	UNION RECOGNITION	
3	TERM OF AGREEMENT	
4	UNION SECURITY	
5	JURISDICTION OF WORK	
6	CONTRACT FOR RUN	
7	REMUNERATION	
8	TIME OF CALL	
9	CANCELLATION OF CALL	
10	HOURS OF WORK	
11	OVERTIME	
12	VACATION PAY	
13	MEAL BREAKS	
14	MEAL PREMIUM	
15	MINIMUM CALL	
16	SAFETY	
17	HARRASMENT FREE WORKPLACE	
18	PAYMENT OF WAGES	
19	HEALTH AND WELFARE PLAN/RETIREMENT SAVINGS PLAN	
20	REMOVAL OF EMPLOYEE	
21	GRIEVANCE PROCEDURE	
22	LOCK OUT AND STRIKES	
23	MANAGEMENT RIGHTS	
24	EXISTING TERMS AND CONDITIONS	
25	UNION RIGHT OF ENTRY	
26	COST OF LIVING ADJUSTMENTS	
27	SPECIAL CONDITIONS	
28	SCHEDULES	
29	SAVINGS CLAUSE	
30	SIGNATORIES	
	SCHEDULE A	
	APPENDIX A	
	APPENDIX B	

THIS AGREEMENT, DATED FOR REFERENCE THIS THIRTY-FIRST DAY OF JULY, 2023, BETWEEN:

THE VANCOUVER SYMPHONY SOCIETY  
(hereinafter called the "Employer"), OF THE FIRST PART

AND:

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

- A. The Employer is an employer within the meaning of the Labour Relations Code of British Columbia". Nothing in this collective Agreement shall be construed so as to contravene any Federal or Provincial statute or regulation.
- B. The Union is the bargaining authority for the following Employees of the Employer employed within the jurisdiction of work, as described in Article 5 hereof:

Carpentry Department:

Stage Carpenters and Assistants and Carpenter Grips  
Fly Operator and Assistants and Fly Grips  
Car and Truckloaders (hereinafter referred to as "Carloaders")  
High Riggers  
Ground Riggers

Electrical Department:

Stage Electricians and Assistants  
Spotlight Operators  
Preset Operators  
Electrical Grips

Video Department:

Video Operators & Technicians  
Video Projectionists  
Video Grips

Property Department:

Properties Handler and Assistants  
Property Grips

Sound Department:

Sound Operator and Assistants  
Sound Grips

Wardrobe Department:

Head Wardrobe  
Dressers  
Seamsters

Projection Department:

Projectionists

(which employees are hereinafter called the "Employees").

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

## **1. GENERAL PURPOSE**

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

## **2. UNION RECOGNITION**

- (a) The Employer acknowledges and recognizes that the Union is the sole bargaining agent for all persons defined as Employees herein and employed by the Employer in the work described in Article 5 hereof.
- (b) Nothing in this contract shall be construed to interfere with any obligation the Union has to the International Alliance by reason of a prior obligation, provided the foregoing shall in no event be construed or applied so as to contravene any applicable law.

## **3. TERM OF AGREEMENT**

This Agreement shall be for a term of four (4) years effective the first day of July 2022 to the thirtieth day of June 2026, both dates inclusive, and shall remain in full force and effect from year to year following the expiration of the term unless either party, not less than two (2) months immediately preceding the date of expiry of the term of this Agreement, gives to the other party written notice of desire to renew, change, amend or terminate this Agreement. The Employer and the Union shall furnish to each other particulars of any changes or amendments either party may desire in this Agreement prior to the last day of June in the year in which the Agreement expires. Should either party give written notice to the other party pursuant hereto, this agreement shall thereafter continue in full force and effect until the Union gives notice of strike, or the Company gives notice of lock-out or the parties conclude a renewal Collective Agreement.

IT IS UNDERSTOOD AND AGREED between the Employer and the Union that the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code of British Columbia is hereby excluded from and shall not be applicable to this Agreement.

#### **4. UNION SECURITY**

The Employer shall hire, to perform work referred to in Article 5, only persons who are, at the time of hiring, members in good standing of the Union or who are approved by the Union, and shall hire for each particular job that person supplied by the Union but subject always to Articles 6 and 15 hereof and the following exceptions:

- (a) If circumstances arise during the course of the setting up or running of a production which could not be foreseen until that time and which make it necessary for the function of an Employee to be performed by any person employed by the Employer whether such person is a member in good standing of the Union or not, the Employer may employ such person to perform such function so long as those unforeseen circumstances require;
- (b) Nothing herein shall restrict a person hired for a particular job from assisting any other Employee working in another Department as described in Article 4(a) provided that such assistance is temporary and does not affect the ability of that Employee to properly perform the duties for which the Employee was hired; as determined mutually by the Employer, the Stage Carpenter, and the Union's designated representative. Any decrease or reduction in the size of a crew required by a lack of work shall be accomplished by the dismissal of that person or those persons designated by the Union provided that the Employer shall have the same right to request specific Employees and the Union shall have the same obligation to provide full disclosure as described in Article 8.

#### **5. JURISDICTION OF WORK**

5.1 The exclusive jurisdiction of the Employees covered by this Agreement shall include all work of a kind and nature usually performed by stage hands such as handling, erecting, dismantling, transporting, preparing, maintaining and operating sets, scenery, properties, sound equipment, lights and lighting equipment, and stage equipment and machinery of all kinds and description, as well as the unpacking, packing, cleaning, pressing, dressing, maintaining and quick changing of theatrical costumes, as required, and all activities incidental thereto, in connection with:

- (a) Any and all entertainments, rehearsals, performances and displays on any stage in the theatre complex;
- (b) Any and all entertainments, full technical rehearsals, performances and displays performed in any room in the theatre by a company of or engaged by the Employer;
- (c) Any and all entertainments, technical rehearsals, performances and displays in any room for which an admission is charged;

- (d) All work of a nature or kind usually performed by stage hands in the theatre that is required in connection with television productions, closed circuit television, teleprompters, film projectors, filming and filming production work for both theatrical and television presentation which are produced or executed anywhere within such theatre in or on its grounds.
- (e) For the purposes of this Agreement, the term theatre shall include the Orpheum Theatre complex or any other theatre which is the site of the main productions of the Employer and any other place of business in respect of which the Union becomes certified under the Labour Relations Code of British Columbia during the term hereof.
- (f) It is understood that for main productions of the Employer in any other place of business in which the Union is not certified, the Employer will hire a crew of no fewer than two (2) car loaders/stagehands. For the purpose of this Agreement, "main production" is defined as a performance of the full orchestra or a large portion thereof, i.e. excluding chamber music performances, master classes, etc.

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

If the Employer requires a recording of a production, or portion thereof, in any medium said recording shall be done by the crew on that call; provided, however, such recording does not restrict said crew from performing those functions required by the stage production.

## **6. CONTRACT FOR RUN**

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

- (a) Where the work available requires, reduce or increase the size of the crew. To avoid any actual or anticipated breach or similar grievance on the part of the Employer or Employee, crew size will be determined by Practice and precedent in the industry as determined by mutual agreement between the Employer and the Union in consultation with the Technical Director of the Theatre, or the Employer signatory to this Agreement and the Union;

- (b) Assign Employees to other categories of work by mutual agreement between the Employer and the Union;
- (c) Assign Employees to other categories of work to provide temporary assistance within a Department or in other Departments provided that such temporary assistance does not affect the ability of that Employee to properly perform duties for which the Employee was hired, to the mutual agreement of the Employer, the Stage Carpenter, and the Union's designated representative.
- (d) In the event of a "hold-over", the Employer shall notify the Union not less than fourteen (14) calendar days prior to the original closing date of the production.

## **7. REMUNERATION**

- 7.1 The rates of remuneration set out in Schedule "A" to this Agreement shall apply during the term hereof.
- 7.2 Where, on any call, an Employee is required or requested to be available to perform work in, or in fact performs work in, a work classification for which a higher remuneration is provided for hereunder (other than an assignment to provide temporary assistance), then the Employee shall be paid that higher rate of remuneration for the entire production, except Car Loaders, who shall be paid the higher rate only for the duration of the work day. Decisions made with respect to the preceding statement shall be by mutual agreement between the Union and the representative of the Employer. When an employee is promoted to a category with a higher rate of pay as a replacement for an employee who due to circumstance is no longer able to continue to perform his duties, the replacement employee shall be paid at the higher rate only for the period of replacement.
- 7.3 On any run of a production, when a Spotlight Operator or Department Head is engaged, these persons shall be paid the applicable rate for that category for the entire set-up, run and strike of the production.

## **8. TIME OF CALL**

Subject to this Article 8 and Article 9, time of call shall be at the discretion of the Employer. A call shall be made in the following manner:

- (a) As soon as possible, but not less than forty-eight (48) hours prior to the first call of the set-up, the Employer shall advise the Union of:
  - (i) the time of call;
  - (ii) the number of persons required specifying the category of work for each person;
  - (iii) if the Employer wishes specific persons, a list of members of the Union that it wishes to employ including a reasonable number of alternates;

- (b) The Union shall report to the Employer as soon as reasonably possible on whether members of the Union in good standing are available (in which case the Employer may again specify a list with alternates), and shall endeavour to accommodate the Employer's request under (a) (iii) hereof except that nothing herein shall require the Union to supply the specific person or persons requested. The Union, however, shall be required (upon receiving a written request from the Employer) to provide full disclosure of all information as to why a particular person or persons cannot be provided.
- (c) The Union shall provide the Employer with an updated set of call lists, by skilled position, on a quarterly basis.
- (d) Where a call is in respect of work to be carried out during or prior to a concert by Employees working the concert, such calls shall commence at least thirty (30) minutes prior to commencement of the concert.
- (e) Where an Employee is called to work the opening performance and where said performance requires a set-up before the performance, the Employee shall be called no less than one (1) hour before house opening. Should the set-up time be greater than one (1) hour before house opening then this Article 8(d) shall not apply.

## **9. CANCELLATION OF CALL**

The Employer shall cancel a call by notifying the Union of cancellation prior to twenty-four (24) hours before the time of call. In the event such notice is not given to the Union prior to that time, then, unless the Union consents to such cancellation, the Employer shall pay to the Employees designated by the Union to fill the call an amount equal to that remuneration which the Employees would have earned through four (4) hours of work at normal time in their respective work categories. If the time of a call is extended without prior notice of twenty-four (24) hours before the original time of call and if the call is subsequently cancelled, then this Article 9 shall be applied with reference to the original time of call. When a residency in the theatre is longer than one day, then this Article shall apply only to the first day of the residency. All subsequent calls shall be set at the completion of the current call.

## **10. HOURS OF WORK**

- 10.1 The normal work week shall consist of forty (40) hours, based on an eight hour day and a six day week. However, owing to the nature of theatrical operation, hours of work shall not be fixed with respect to time of day or day of week, but shall be as prescribed by the Employer on reasonable notice subject to the overtime provisions herein.

- 10.2 For the purpose of computing pay for normal time and overtime:
- (a) The end of each day is midnight and the end of each week is Saturday midnight, except where an Employee works a continuous period of time which starts before midnight and ends after midnight in which case the end of the day shall be the end of that continuous period of work.
  - (b) A break in a work period of less than eight and one-half (8.5) hours duration shall not constitute the ending of a work day.
  - (c) Time shall be calculated by the half-hour so that an Employee shall be paid for a full half-hour period if any portion of a half-hour period is worked.
  - (d) If an Employee, at the call of the Employer, completes a period of duty in any day and is recalled to duty by the Employer on the same day after a break of two (2) hours or greater has elapsed since the completion of that period of duty, and as a result of such recall works a further period of time, the Employee shall be paid one (1) hour travel time at the applicable daily rate less that amount of time that remained in the minimum call from which the Employee was released and/or the minimum call to which the Employee returns.
  - (e) If the work call is for a "run out" (i.e. a performance at a venue other than the Orpheum) the length of the call shall be calculated as starting and ending from the Orpheum.

## **11. OVERTIME**

11.1 All overtime referred to in this Article 11.1 shall be paid for at time and one-half the straight time rate of pay.

Overtime under this Article 11.1 consists of each of the following separate categories of work and arises when work falls within any of the following categories which are mutually exclusive:

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

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

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

- 11.3 (a) All time worked on a Public Holiday shall be paid for at double the straight time rate of pay.
- (b) When a Public Holiday falls on a Sunday the next day shall be paid as a Sunday, per article 11.1 (c).
- (c) The following shall be Public Holidays for the purposes of this Agreement:
- i) New Year's Day
  - ii) Family Day
  - iii) Good Friday
  - iv) Easter Monday
  - v) Victoria Day
  - vi) Canada Day (Dominion Day)
  - vii) B.C. Day
  - viii) Labour Day
  - ix) National Truth & Reconciliation Day
  - x) Thanksgiving Day
  - xi) Remembrance Day
  - xii) Christmas Day
  - xiii) Boxing Day
  - xiv) Any other day duly proclaimed by Federal or Provincial authority as a public holiday in the area in which the place of employment is located.

## **12. VACATION PAY**

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

## **13. MEAL BREAKS**

13.1 Either of the following shall be defined as constituting a "meal break":

- (a) one unbroken, unpaid hour, within which the Employee can eat their meal;
- (b) one unbroken, paid half-hour, within which an Employee can eat their meal. The rate of pay shall be that which is applicable to the beginning of the half-hour meal period.

- 13.2 No unpaid meal break shall be allowed during a call of six (6) hours or less.
- 13.3 The Employer shall not call an unpaid meal break for the crews:
- (a) Less than two (2) hours from the beginning of a call, or
  - (b) Less than four (4) hours from the previous unpaid meal break.
- 13.4 No meal break shall be set so as to result in an Employee who working the performance, returning from such meal break at a time less than thirty (30) minutes prior to commencement of the performance.

#### **14. MEAL PREMIUM**

- 14.1 Employees shall be allowed one meal break immediately following every four (4) hour period of duty; provided, however, that if any Employee is required to remain on duty after such four (4) hour period, the Employee shall be paid at one and one-half times the rate applicable at the beginning of fifth hour until relieved for a meal break.
- 14.2 If one period of duty of the workday can be completed in five (5) hours or less from the commencement of that period of duty or from the end of the previous meal break, then Article 14.1 shall not apply. If this period of duty extends beyond five (5) hours, Employees shall be paid at one and one-half (1-1/2) times the rate applicable at the beginning of the sixth hour. In event that a meal break falls due during a performance and the time of call to this performance has been set no earlier than thirty (30) minutes prior to the commencement of the performance, the meal break shall be postponed without premium to the completion of that performance.

#### **15. MINIMUM CALL**

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

15.5 When an Employee travels for work and a hotel stay is required, the minimum call shall be eight (8) hours per day.

## **16. SAFETY**

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

## **17. HARRASMENT FREE WORKPLACE**

Employees are entitled to a harassment-free workplace, and shall not, themselves, engage in workplace harassment. All employees are expected to abide by, and enjoy the protections of, the anti-harassment policy appended to the end of this contract. The policy may be amended or updated from time to time upon mutual agreement of the Union and the Employer.

## **18 PAYMENT OF WAGES**

18.1 Non-payment of wages when due and non-payment of monies due to the Employees and the Union shall constitute a breach of this Agreement, and the Union shall not be held liable for work stoppage. All wages are due and payable within sixteen (16) calendar days after the work having been performed or eight (8) days after the end of the bi-weekly work period or on demand as specified by the Union. It shall be a condition of work under this Contract that the Employer will make the required Income Tax, Canada Pension Plan, Employment Insurance and Workers' Compensation deductions as required under the Provincial and Federal Statutes. The Employer shall be required as a further condition to submit to the Union's designated Trust Fund those payments as listed in Article 18 - "Health and Welfare Plan/Retirement Savings Plan" upon the written assignment of the Union that such Trust Fund exists. All Union dues, check-offs, and other monies owed to the Union shall be paid to the Union by the 15th day of each month for the previous month.

18.2 Upon receipt of a statutory form of assignment duly completed, the Employer shall deduct from the wages of each Employee such Union dues assessment as may be prescribed by the Union and authorised by such assignment from time to time and shall remit at least once a month the amount deducted to the Union in the name of the Employee. The Employer also will make such other deductions and payments prescribed by law, including the Income Tax Act, Canada Pension Plan Act, Employment Insurance Act and the

Workers' Compensation Act. The Employer shall deliver to the Union at least once a month a written statement containing the names of the Employees for whom the deductions were made and the amount of each deduction made under this Article in respect of the preceding month.

## **19. HEALTH AND WELFARE PLAN/RETIREMENT SAVINGS PLAN**

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

The Employer will contribute and remit to the IATSE Local 118 Health and Welfare Trust Fund six and one-half percent (6.5%) of the Employee's gross wages.

### **19.2 Retirement Savings Plan**

The Employer will contribute and remit six percent (6%) of gross wages for every hour worked by every Local 118 member to the IATSE Local 118 Savings Trust Fund.

### **19.3 Retirement Savings Plan**

The Employer will deduct and remit six percent (6%) of gross wages for every hour worked by every Local 118 member to the IATSE Local 118 Savings Trust Fund.

### **19.4 The Union agrees to supply the Employer with an up to date list of all card holders of Local 118 upon signing of this agreement and to update the list to reflect changes in the Union's membership.**

## **20. REMOVAL OF EMPLOYEE**

The Employer shall have the right to refuse to hire or dismiss from a position any person supplied by the Union, or any Employee, as the case may be, for which the Employer has just cause. If, after refusal to hire a person or dismissal of any Employee, the Employer cannot show just cause, then the Employer shall recompense that person or Employee for wages lost as a result of this refusal-to-hire or dismissal. "Just cause" in this Agreement shall include, but shall not be limited to:

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

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

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

## **21. GRIEVANCE PROCEDURE**

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

- a) Any such difference shall in the first instance be discussed between the Steward and the Stage Manager or other person authorised by the Employer;
- b) If no settlement is reached, the Steward and the Stage Manager or other such person shall report to the Union and the senior employed management official of the Employer respectively and they shall meet as soon as possible and if no settlement is reached between them within five (5) days, they shall refer the difference to a single arbitrator to be selected by them whose decision shall be final and binding on all persons bound by this Agreement. If the Union and senior employed management official of the Employer cannot agree on a single arbitrator within five (5) days, either party may request the Minister of Labour to appoint such a single arbitrator. The costs of and incidental to the settlement of any difference shall be borne equally by the Union and the Employer.

## **22. LOCK OUT AND STRIKES**

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

## **23. MANAGEMENT RIGHTS**

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

## **24. EXISTING TERMS AND CONDITIONS**

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

## **25. UNION RIGHT OF ENTRY**

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

## **26. COST OF LIVING ADJUSTMENTS**

- 26.1 At the end of each contract year the wage increase for that contract year shall be compared to the increase in CPI for Vancouver (all items), as published by StatsCan at the end of June of that year (which is the May figure). If the latest CPI increase number for Vancouver published at the end of June (the May figure) is greater than the wage increase given at the beginning of that contract year, then that differential (to the nearest 1/10 of a percent) shall be the Cost-of-Living Adjustment (COLA). The COLA amount, if any, shall be added to the current wage rate to adjust the wages from that year, subject to Article 26.2. The addition of COLA will be effective as of the end of the last day of the contract year (June 30<sup>th</sup>). This adjustment applies to the wage rates for the year leading up to that last day, and shall in no way be construed as an increase for the subsequent year. Any COLA amount shall be applied on the last day of each

contract year, before any new amounts are applied in a subsequent year. The rate increase applied on the first day of a new contract year (July 1<sup>st</sup>) shall be added to the wage rate in effect on June 30<sup>th</sup>, after the addition of any COLA for the previous year.

26.2 For this Agreement only COLA shall be applied in the following manner:

- a) At the end of the last day of the first contract year (June 30<sup>th</sup>, 2023) the COLA shall be calculated as per Article 26.1, however any amount of adjustment due shall not be applied at that time, but instead be carried over to be added to the next year's COLA calculation.
- b) At the end of the last day of the second contract year (June 30<sup>th</sup>, 2024) the COLA shall be calculated as per Article 26.1. Any carried over COLA amount from Year 1 shall be added to this COLA. The Year 2 rate shall be adjusted upwards by that amount, with a limit of a 2% COLA increase over the 3% rate increase already added to remuneration at the beginning of that year. Any COLA amount over 2% shall be carried over to the next year's COLA calculation.
- c) At the end of the last day of the third contract year (June 30<sup>th</sup>, 2025), the COLA shall be calculated as per Article 26.1. Any carried over COLA amount from Year 2 shall be added to this COLA. The Year 3 rate shall be adjusted upwards by that amount, with a limit of a 2% COLA increase over the 3% rate increase already added to remuneration at the beginning of that year. Any COLA amount over 2% shall be carried over to the next year's COLA calculation.
- d) At the end of the fourth and final contract year (June 30<sup>th</sup>, 2026), the COLA shall be calculated as per Article 26.1. Any carried over COLA amount from Year 3 shall be added to this COLA. The Year 4 rate shall be adjusted upwards by that amount in full, without limit.

## 27. SPECIAL CONDITIONS

27.1 SOUND AND LIGHTING CONSOLE OPERATORS - An additional Sound or Lighting Console Operator, paid at Department Head rate, will be employed for each additional Sound or Lighting Console used on a production.

27.2 MINIMUM CREW FOR POP AND ROCK SHOWS - For the purpose of this Agreement these shows shall be grouped into five (5) categories called Class A, B, C, D, & E.

- |          |   |
|----------|---|
| Class A: | No sound and minimal lighting; no props, etc.; minimum house crews, two (2) - Carpenter and Electrician.    |
| Class B: | 30 ft. Truck maximum, no hanging pieces; minimum crew, six (6) - four heads plus two.                       |
| Class C: | 40 ft. Truck, single truss (genie hoist) no hanging pieces; minimum crew, eight (8) - four heads plus four. |

- Class D: Two trusses, 40 ft. Truck and Pup, no hanging pieces; minimum crew, ten (10) - four heads plus six.
- Class E: Same as Class C, plus hanging pieces; add fly operator and loader - minimum crew, twelve (12) - five heads plus seven.

It is understood that these classes may be altered by mutual agreement between the Employer and the Union's representative should special circumstances prevail.

27.3 CAR LOADERS - (with the exception of travelling professional road productions) shall not include persons loading and unloading trucks where:

- (a) such activities occur at the place of presentation of a production; and
- (b) the truck deck level and loading deck level are substantially equal; and
- (c) the materials unloaded are taken directly to the stage or production area and can be unloaded without substantial additional lifting, lowering and other handling; and
- (d) aid activities can be performed by the set-up or strike crew of a production as a normal part of their set-up or strike duties.

#### 27.4 ASSISTANTS

The second person called in any department shall be called as an assistant, except as provided for in 27.1.

They will be engaged for the "run of show" (per Article 6) if they are part of the show crew, having duties during the run. Otherwise, they may be called as assistant just for load-in, load-out, and/or any work calls outside of the run.

- a) The second person called in the Carpentry department may be called as Head Fly, in which case the third person for that department shall be called as an assistant.
- b) Additional people in the Video Department may be called as Camera Operators, Live Stream Operators, or Shading Operators in which case the first person called after the Camera Operators, Live Stream Operators, or Shading Operators shall be called as an assistant.
- c) Additional people in the Electrics Department may be called as Followspot Operators, in which case the first person called after the Followspot Operators shall be called as an assistant.
- d) For any new Special Operator positions that are created within a department, where that Special Operator position pays more than grip rate, the Special Operators may be called as additional crew before an Assistant is called, if no Assistant is required for them to carry out their duties.

## 27.5 WARDROBE

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

## 27.6 TRAVEL EXPENSES - For work outside the jurisdiction of Local 118 the pink contract terms regarding travel expenses and per diem shall apply. Should Employees be required to travel outside Metro Vancouver, defined as the municipalities listed as members on metrovancouver.org, but still within the jurisdiction of Local 118 (i.e. those portions of BC not covered by Local 168 (Vancouver Island) or Local 250 (BC Interior – past Hope, BC) the following conditions shall apply:

- a) Accommodation expenses shall be paid by the Employer. Accommodation shall be the same as that provided to others, i.e. Musicians.
- b) Should an Employee be requested and is agreeable to use a personal vehicle for the Employer's business; the Employee shall be compensated at the listed CRA rate in effect at the time (e.g. for 2022, \$0.61 per km for the first 5,000 km and \$0.55 per km above 5,000 km). Personal vehicle use shall be in accordance with current insurance requirements. It shall not be a condition of employment that an Employee provide a vehicle.
- c) Meal expenses shall be paid by the Employer based on “CRA Directive on Travel, Appendix B – Meals and Allowances” for the current year. For reference purposes only, the current website is: <https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/travel-directive/appendix-b-meals-allowances-april-2022.html>.  
For reference, for April 1, 2022 to March 31, 2023, the published rates are:  
Breakfast: \$21.90 / Lunch: \$ 22.15 / Dinner: \$ 54.40 / Incidentals: \$17.50. Higher rates apply for Yukon, Alaska, Northwest Territories, or Nunavut. Amounts in US\$ for US locations.
- d) When an overnight stay is required, the Employee shall receive a per diem instead of meal expenses, which shall cover incidental expenses as well. The rate of per diem shall be the sum of the published CRA amounts as listed above. For reference, for April 1, 2022 to March 31, 2023 the published amount is \$115.95 per day.
- e) Additional legitimate expenses shall be reimbursed upon presentation of a receipt.

27.7 TOOLS

If requested by the Employer, the Employee agrees to provide their own tools for every call for which such tools are requested. These tools shall include a multi-tool, a c-wrench, and if it is a scenic carpentry or steel call, a hammer.

28. SCHEDULES

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

29. SAVINGS CLAUSE

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

30. SIGNATORIES

IN WITNESS WHEREOF the Parties hereto have affixed their hands through their respective officers on this 3<sup>rd</sup> day of August, 2023:

Signed  
On behalf of the Union:

On behalf of the Employer:





Signature

Signature

John Allan

Angela Elster

Name

Name

President

President & CEO

Title

Title

## Schedule 'A' – Rate Sheet for July 1, 2022 to June 30<sup>th</sup>, 2026

Rates for Years 3 and 4 do not reflect any potential COLA, and will be adjusted accordingly (final COLA settlement to be applied 6/30/2026, prior to next contract).

	July 1st	May 15 <sup>th</sup>	July 1st	July 1st	July 1st
	2022	2023	2023	2024	2025
Wage increase	Post '21-'22 COLA	+3%	+3%	+3%	+3%
		<i>Any potential COLA carried over to 2024</i>	<i>Rates may increase up to another 2% if COLA exceeds 3% - carryover with COLA to be applied 6/30/24</i>	<i>Rates may increase up to another 2% if COLA exceeds 3% - carryover with COLA to be applied 6/30/25</i>	<i>All carried over COLA (if any), plus COLA for the year, to be applied 6/30/2026</i>
<b>Position</b>					
Stage Carpenter	\$ 41.36	\$ 42.60	\$ 43.88	\$ 45.20	\$ 46.56
Head Electrician	\$ 39.17	\$ 40.35	\$ 41.56	\$ 42.81	\$ 44.09
Head Fly Operator	\$ 39.17	\$ 40.35	\$ 41.56	\$ 42.81	\$ 44.09
Head Properties	\$ 39.17	\$ 40.35	\$ 41.56	\$ 42.81	\$ 44.09
Head Sound	\$ 39.17	\$ 40.35	\$ 41.56	\$ 42.81	\$ 44.09
Head Video	\$ 39.17	\$ 40.35	\$ 41.56	\$ 42.81	\$ 44.09
Head Wardrobe	\$ 39.17	\$ 40.35	\$ 41.56	\$ 42.81	\$ 44.09
Projectionist (Video/Film)	\$ 39.17	\$ 40.35	\$ 41.56	\$ 42.81	\$ 44.09
Camera Operator	\$ 39.17	\$ 40.35	\$ 41.56	\$ 42.81	\$ 44.09
Livestream Operator	\$ 39.17	\$ 40.35	\$ 41.56	\$ 42.81	\$ 44.09
Shading Operator	\$ 39.17	\$ 40.35	\$ 41.56	\$ 42.81	\$ 44.09
Spot Operator	\$ 36.44	\$ 37.53	\$ 38.66	\$ 39.82	\$ 41.01
Special Operator	\$ 36.44	\$ 37.53	\$ 38.66	\$ 39.82	\$ 41.01
Assistant Carpenter	\$ 35.88	\$ 36.96	\$ 38.07	\$ 39.21	\$ 40.39
Assistant Electrician	\$ 35.88	\$ 36.96	\$ 38.07	\$ 39.21	\$ 40.39
Assistant Fly Operator	\$ 35.88	\$ 36.96	\$ 38.07	\$ 39.21	\$ 40.39
Assistant Properties	\$ 35.88	\$ 36.96	\$ 38.07	\$ 39.21	\$ 40.39
Assistant Sound	\$ 35.88	\$ 36.96	\$ 38.07	\$ 39.21	\$ 40.39
Assistant Video	\$ 35.88	\$ 36.96	\$ 38.07	\$ 39.21	\$ 40.39
Ground Rigger	\$ 35.88	\$ 36.96	\$ 38.07	\$ 39.21	\$ 40.39
Grips	\$ 33.95	\$ 34.97	\$ 36.02	\$ 37.10	\$ 38.21
Dresser	\$ 33.95	\$ 34.97	\$ 36.02	\$ 37.10	\$ 38.21
Loader (Car/Truck)	\$ 40.73	\$ 41.95	\$ 43.21	\$ 44.51	\$ 45.85
High Rigger	\$ 52.99	\$ 54.58	\$ 56.22	\$ 57.91	\$ 59.65

**GRIP RATE** - Grip rate shall apply to Employees in the following classifications: Carpenter Grip, Fly Operator Grip, Electrical Grip, Sound Grip, Property Grip and Video Grip.

**FIRST AID ATTENDANT** - A First Aid premium of \$1.00 per hour shall be paid to designated First Aid Attendants. The designation of First Aid Attendants will be at the sole discretion of the Vancouver Symphony Society.

## **APPENDIX A - ANTI-HARASSMENT AND ANTI-BULLYING POLICY**

### **1. Statement of Principles**

#### **1.1 Policy Statement**

The Employer and the employee will not tolerate bullying or harassment by any person in the workplace and will apply and comply with this policy and procedures. Furthermore, the Society will take reasonable steps to foster a psychologically healthy workplace free from workplace harassment.

The Employer and the Union encourage reporting of all incidents of workplace harassment, regardless of who the offender may be. Individuals, regardless of their position within the Employer, found to have engaged in conduct constituting workplace harassment, may be disciplined up to and including termination.

#### **1.2 Application of the Policy**

This Policy applies to all stagehands, IATSE members, permittees, and any other persons who are covered under the terms of this collective agreement (employees).

The Employer and the Union recognizes employees may also be subjected to workplace harassment by members of the public, by visiting artists, and by others who conduct business with the Employer. In these circumstances the Employer and the Union acknowledges their responsibility to do all in their power to support and assist employees subjected to such harassment.

#### **1.3 Other remedies**

This Policy is in addition to and not in substitution for such rights as an individual may have under the *B.C. Human Rights Code* or any other applicable legislation.

#### **1.4 Purposes**

The purposes of this Policy are to:

- (a) Maintain a working environment that is free from workplace harassment;
- (b) Inform all employees that workplace harassment is an offence under the law;
- (c) Set out examples of the types of behaviour that may be considered offensive;
- (d) Establish a mechanism for receiving complaints of workplace harassment, and to provide a procedure by which the Employer, and the Union will deal with these complaints; and
- (e) Provide an example of the steps in maintaining a working environment in which all employees treat each other with mutual respect.

This Policy is not intended to constrain social interaction between individuals in the workplace.

## 1.5 Definitions

### *Workplace harassment*

“Workplace harassment”, includes “bullying”, “sexual harassment” and “retaliation” as defined

below, can result from a single incident or the cumulative effect from a series of incidents, involving unwelcome comments or actions which may concern a person’s race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, age, gender, sexual orientation, or similar personal characteristic. Workplace harassment may also be unrelated to any such personal characteristic. Such unwelcome comments or actions, whether related to such personal characteristics or not, constitute workplace harassment:

- (a) When such conduct might reasonably be expected to cause embarrassment, insecurity, discomfort, offence or humiliation to another person or group;
- (b) When submission to such conduct is made either implicitly or explicitly a condition of employment;
- (c) When submission to or rejection of such conduct is used as a basis for any employment decision (including, but not limited to, matters of promotion, raise in salary, job security or benefits affecting the employee);
- (d) When such conduct has the purpose or the effect of interfering with a person’s work performance or creating an intimidating, hostile or offensive work environment.

Workplace harassment does not include actions occasioned through the exercise, in good faith, of the Society’s managerial and supervisory rights and responsibilities related to:

- (a) Direction of the employees;
- (b) Job or performance evaluation;
- (c) Discipline or dismissal an employee for just and reasonable cause.

#### 1.5.1 *Bullying*

“Bullying” includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated, but excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment.

#### 1.5.2 *Sexual harassment*

For the purposes of this Policy “sexual harassment” is defined and can result from a single incident or the cumulative effect from a series of incidents involving unwelcome sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature:

- (a) When such conduct might reasonably be expected to cause embarrassment, insecurity, discomfort, offence or humiliation to another person or group;

- (b) When submission to such conduct is made either implicitly or explicitly a condition of employment;
- (c) When submission to or rejection of such conduct is used as a basis for any employment decision (including, but not limited to, matters of promotion, raise in salary, job security or benefits affecting the employee);
- (d) When such conduct has the purpose or the effect of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

Types of behaviour which constitute sexual harassment include, but are not limited to:

- (a) Sexist jokes causing embarrassment or offence, told or carried out after the joker has been advised that they are embarrassing or offensive or that are by their very nature embarrassing or offensive;
- (b) Leering;
- (c) The display of offensive material of a sexual nature;
- (d) Sexually degrading words used to describe a person;
- (e) Derogatory or degrading remarks directed towards a person because of their gender or sexual orientation
- (f) Sexually suggestive or obscene comments or gestures;
- (g) Unwelcome sexual flirtations, advances, or propositions;
- (h) Unwelcome inquiries or comments about a person's sex life;
- (i) Persistent unwanted contact or attention after the end of a consensual relationship;
- (j) Requests for sexual favours;
- (k) Unwanted touching;
- (l) Verbal abuse or threats;
- (m) Sexual assault.

#### *1.5.4 Retaliation*

"Retaliation" is any action taken against an individual in retaliation for having:

- (a) Invoked this Policy whether or behalf of oneself or another individual;
- (b) Participated or co-operated in any investigation under this Policy;
- (c) Been associated with a person who has invoked this Policy or participated in these procedures.

#### *1.5.5 Included behaviour*

For the purposes of this Policy the types of behaviour which constitute workplace harassment include, but are not limited to, verbal abuse or threats, offensive comments and actions deliberately designed to demean, belittle or humiliate an individual or group, and non-consensual and physical contact.

### 1.5.6 Locations

Workplace harassment can occur:

- (a) At the locations of dressing rooms, rehearsals, or performances;
- (b) At work-related social functions;
- (c) At work-related conferences or training sessions;
- (d) During work-related travel;
- (e) Over the telephone, on paper, via electronic or other mediums used to communicate including text and personal social media accounts;
- (f) Any other place including external social events if the person harassed is there as a result of a work-related responsibilities or a work-related relationship.

## 1.6 Responsibilities

### 1.6.1 *The Employer*

The Employer is responsible for:

- (a) Discouraging and preventing workplace harassment, whether or not complaints of workplace harassment have been brought to the attention of the management of the Employer;
- (b) Investigating every written complaint of workplace harassment;
- (c) Imposing strict disciplinary measures, when a complaint of workplace harassment is found to have been substantiated, regardless of the status or seniority of the offender;
- (d) Doing all in its power to support and assist any employee who complains of workplace harassment by a person who is not an employee of the Employer (e.g.: members of the public, messengers, visiting artists);
- (e) Providing advice and support to persons who are subjected to workplace harassment;
- (f) Annually reviewing with the Union the procedures of this Policy to ensure that they adequately meet the objectives;
- (g) Maintaining records as required by this Policy;
- (h) Training employees, annually, on what is workplace harassment and the procedures available under this Policy; and
- (i) Appointing respectful workplace officers.

### 1.6.2 *The Union*

The Union is responsible for:

- (a) Discouraging members from engaging in workplace harassment, whether or not complaints of workplace harassment have been brought to the attention of the management of the Employer;

- (b) Providing advice and support to members who are subjected to workplace harassment;
- (c) Supporting and assisting any member who complains of workplace harassment.
- (d) Annually reviewing with the Employer this Policy; and
- (e) Fairly representing the interests of any member who may be alleged to have committed workplace harassment.

### 1.6.3 *The Employees*

Every employee either employed or contracted by the Employer is responsible to play a part in ensuring that the working environment is free from workplace harassment. All employees shall:

- (a) Lead by example, treating employees and co-workers with dignity and respect and not engage in workplace harassment;
- (b) Identify and intervene in any witnessed disrespectful or discriminatory workplace behaviour;
- (c) Report any incident witnessed or have experienced bullying and harassment, to the respectful workplace officer; and
- (d) Apply and comply with this Policy and these procedures.

## 2. Procedures

### 2.1 Disciplinary action

Employees against whom a complaint of workplace harassment is substantiated may be severely disciplined, up to and including dismissal. This Policy will be applied without regard to status or seniority.

### 2.2 Confidentiality

#### 2.2.1 *General*

The Employer and the Union recognize the difficulty of coming forward with a complaint of workplace harassment and a complainant's interest in keeping the matter confidential. To protect the interests of the complainant, the respondent, and others who may report incidents of workplace harassment, confidentiality will be maintained throughout the process and information relating to the complaint will only be disclosed to the extent necessary to carry out these procedures, or as otherwise required by law.

#### 2.2.2 *Records*

All records of complaints, including contents of meetings, interviews, results of investigations and other relevant material, will only be disclosed to the extent necessary to carry out these procedures, or as otherwise required by law.

## 2.4 Respectful Workplace Officers

### 2.4.1 *Appointment*

The Employer will appoint at least two persons to serve as respectful workplace officers for the purposes of reporting to and administering the procedures under this Policy.

### 2.4.2 *Training*

The Employer will arrange for the officers to receive appropriate initial and continuing training as well as other institutional support and assistance in carrying out their responsibilities under this Policy.

## 2.5 Initial action by complainant

An employee who considers that they have been subjected to workplace harassment (the “complainant”) is encouraged, in appropriate circumstances, to bring the matter to the attention of the person responsible for the conduct. Where the complainant does not wish to bring the matter directly to the attention of the person responsible, or where such an approach is attempted and does not produce a satisfactory result, the complainant may speak directly with an officer.

## 2.6 Meeting with a respectful workplace officer

The officer will advise the complainant of:

- (a) The right to make a written complaint under this Policy;
- (b) The availability of counselling and other support services provided by the Employer.
- (c) The right, to be represented and/or accompanied by a Union representative and or/support person at any stage of the process when the complainant is required or entitled to be present;
- (d) The right to withdraw from any further action in connection with the complaint at any stage (even though the Employer may continue to deal with the complaint under paragraph 2.7.2 (c)); and
- (e) Other procedures, such as a complaint under the British Columbia Human Rights Act or, where appropriate, under the Criminal Code.

No matter what decision is made concerning further action, the officer will keep a confidential written record of the initial complaint.

Prior to any meeting with the alleged harasser (respondent), the officer shall advise the respondent of their right to be represented at any stage of the process by a Union representative if the respondent is a person working under the collective bargaining agreement.

## 2.7 Outcomes to meeting with the respectful workplace officer

### 2.7.1 *Complainant and officer agree that the conduct is not workplace harassment*

If the complainant and the officer agree that the conduct in question is not workplace harassment as defined in this Policy, no further action will be taken under this Policy.

### 2.7.2 *Complainant does not wish to make a written complaint*

Where a complainant brings to the attention of the officer facts which the officer believes constitute *prima facie* evidence of workplace harassment, but the complainant does not wish to make a written complaint, the following steps may be taken:

- (a) The complainant may request the officer to meet with the person whose conduct has caused the complaint with a view to obtain an apology and an assurance that the offensive conduct will not be repeated;
- (b) Where the complainant does not wish the officer to take any further action, the officer may nevertheless meet with the person whose conduct has caused the offence, if the officer is satisfied that this can be done without disclosing, directly or indirectly, the identity of the complainant; or
- (c) Where the complainant does not wish the officer to take any further action, the officer may nevertheless make a written complaint as provided in paragraph 2.8 if there have been previous complaints against the respondent, or if the respondent has given an assurance that they will not repeat previous workplace harassment, or if the alleged workplace harassment is particularly serious (e.g. if the officer fears the respondent may pose a threat to the complainant or others).

If the officer has spoken to the respondent in accordance with paragraph 2.7.2(a) or (b), the officer will prepare a confidential written record of that discussion, provide a copy to the respondent (and to the Union if the respondent is a member of the Union), and a copy will be filed in the respondent's personnel file. Everyone involved will take steps to ensure confidentiality.

### 2.7.3 *Complainant decides to make written complaint*

Where the complainant, after meeting with the officer, decides to make a written complaint, including in a situation where the officer believes that the conduct in question is not workplace harassment as defined in this Policy, the officer will:

- (a) Assist the complainant to draft a written complaint, which must be signed by the complainant; and
- (b) Provide copies of the complaint, without delay, to the person against whom the complaint is made, to the complainant, and to the Union.

### 2.8 Written complaint by officer

Where the officer decides that a written complaint should be made in accordance with paragraph 2.7.2 (c), the officer will:

- (a) Prepare and sign a written complaint;
- (b) Provide copies of the complaint, without delay, to the person against whom the complaint is made, to the complainant, and the Union; and
- (c) Without delay, forward the complaint to the management of the Employer.

## 2.9 Notice to respondent

Where the officer gives a copy of the complaint to the respondent, the officer will include with the complaint a copy of this Policy and a notice that the person has the right to be represented at any stage of the process when the respondent is required or entitled to be present, by a Union representative if the respondent is a person working under the collective bargaining agreement.

## 2.10 Opportunity for resolution before investigation

Where the complainant decides to make a written complaint, the officer may, if the complainant consents, seek a meeting with the respondent with a view to obtaining an apology or such other resolution as will satisfy the complainant.

## 2.11 Outcomes to resolution meeting

2.11.1 Where the complainant is satisfied with the resolution achieved at the meeting held pursuant to paragraph 2.10, the officer will, without delay, forward the written complaint and the officer's recommendations concerning resolution of the complaint to the management of the Employer and to the Union. Everyone involved will take steps to ensure confidentiality.

2.11.2 Where the complainant is not satisfied with the resolution achieved at the meeting held pursuant to paragraph 2.10, the officer will, without delay, forward the written complaint, an account of the respondent's view of the facts, and the officer's recommendations concerning resolution of the complaint to the management of the Employer and to the Union. Everyone involved will take steps to ensure confidentiality.

## 2.12 Filing of written complaint

If the complainant does not consent to the process set out in paragraph 2.10, the officer will forward the complainant's written complaint to the management of the Employer without delay and to the Union.

When a written complaint, whether issued by an officer or by a complainant, a copy will be filed in the Employer's records relating to the respondent.

Everyone involved will take steps to ensure confidentiality.

## 2.13 Investigation

The Employer will appoint a person or persons to investigate every written complaint. The investigation may be undertaken by Respectful Workplace Officers or a third party.

Where a resolution satisfactory to the complainant is recommended by the officer, the management of the Employer may choose to limit the investigation to a review of the written complaint and the officer's recommendation.

The investigation shall be completed as quickly as possible and within 30 days from the date of the receipt of the written complaint. The investigator shall make a recommendation that either the complaint is substantiated, or the complaint is not substantiated. The Employer shall then make a finding.

#### 2.14 Complaint is substantiated

Where the investigation results in a finding by the Employer that the complaint of workplace harassment is substantiated, the outcome of the investigation, and any disciplinary action, will be recorded in the Employer's records relating to the offender. These written records will be maintained for 3 years unless new circumstances dictate that the file should be kept for a longer period of time. All other documents related to the complaint and the investigation will be destroyed.

#### 2.15 Complaint not substantiated

Where the investigation results in a finding by the Employer that the complaint of workplace harassment is not substantiated, all record of the complaint, and all other documents related to the complaint and the investigation, shall be removed from the Employer's records and the Union's records, and destroyed.

An employee who files a complaint which is not found to be substantiated will not be subject to any disciplinary or other action for having filed a complaint, except that an employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive, or vexatious, may be subject to disciplinary action.

#### 2.16 Informing complainant

The complainant (and if the complainant is a member of the Union, the Union also) will be informed of the outcome of the investigation and any disciplinary action taken by the management of the Employer. If the complainant is not satisfied with the outcome of the investigation or the disciplinary action, the complainant will be reminded of the continuing right to file a complaint with the British Columbia Human Rights Council. Everyone involved will take steps to ensure confidentiality.

#### 2.17 Informing the respondent

The respondent (and if the respondent is a member of the Union, the Union also) will be informed of the outcome of the investigation and any disciplinary action taken by the management of the Employer. If the respondent is not satisfied with the outcome of the investigation or the disciplinary action, the complainant will be reminded of the continuing right to file a complaint with the British Columbia Human Rights Council. Everyone involved will take steps to ensure confidentiality.

#### 2.18 Report by colleague

Where a person believes that a colleague has experienced or is experiencing workplace harassment and reports this belief to an officer, the officer will meet with the person who is said to have been subjected to workplace harassment and will then proceed in accordance with paragraph 2.6.

#### 2.19 Harassment by outsiders

An employee who considers that they may have been subjected to workplace harassment by a person who is not an employee of the Employer should speak to a respectful workplace officer who will take whatever action is necessary to ensure that the Employer fulfils its

responsibility to support and assist the person subjected to such harassment.

#### 2.20 Grievance and arbitration

The regular grievance procedure and arbitration process in the Collective Agreement will be used for any grievances concerning this Policy and any such grievance will be initiated at Article 21. (b) of the Collective Agreement.

#### 2.21 Interim measures

Pending the resolution of the complaint, the Society may take appropriate and necessary interim measures. Such interim measures may include the temporary transfer of the alleged offender; the temporary transfer, with the complainant's consent, of the complainant; or the suspension, with or without pay, of the alleged offender. Any such actions are subject to paragraph 2.19.

APPENDIX B - LETTER OF UNDERSTANDING

Between Vancouver Symphony Society (VSS) and IATSE Local 118

Regarding: Head Props Position

**VSS and IATSE Local 118 agree that VSS may create a permanent Head Props position, working under the VSS-IATSE 118 contract.**

- 1. The duties of the Head Props person will be those as have been traditionally understood for that position.**
- 2. The position will be guaranteed a minimum of 36 working weeks within the 39-week regular season.**
- 3. The position will be guaranteed a minimum of 37.5 hours per working week.**
4. Additionally, the position will be guaranteed first right of refusal for working weeks in the Summer. They will be notified of the Summer schedule in writing no later than March 1<sup>st</sup> prior to the Summer Season, and shall have fifteen (15) days to provide a written response accepting or refusing the work. Failure to notify the Employer within fifteen (15) days of notification shall be considered refusal of the work. Email shall constitute a valid means of written notification and response for either party.
5. Anyone assuming the position for the first time shall have a three (3) month probationary period, within which the Employer may assess the performance, and if they find issue with skills or comporment may elect to appoint a new person to the position.
6. Should the Head Props person wish to end their engagement in the position, they shall give at least thirty (30) days written notice to allow the Employer to make alternate plans.
7. Should the Employer wish to terminate the person holding the Head Props position for cause, they shall follow the procedure outlined in the current collective agreement.
8. Although the position is intended to be permanent, the Employer or the Union may reassess the position at the mid-point of the 2023-2024 season, and if at that time they wish to discontinue the position they may do so upon written notice to the other party, such notice to be given no later than January 1<sup>st</sup>, 2024. Should the Employer exercise this option at the mid-point of the 2023-2024 season they shall pay out to the person holding the positions three (3) weeks' pay as severance.
  - a. After that date, the Employer shall only eliminate the position due to exceptional circumstances (e.g. a dire financial crisis that threatens the existence of the Employer), upon giving a minimum ninety (90) days' notice to

the Union. Should the position be so eliminated the current holder of the position shall receive severance as follows:

- i. one (1) week's pay (calculated as 37.5 hours at the current rate), AND
  - ii. after twelve (12) months of service, an additional one (1) week's pay, AND
  - iii. after three (3) years' service, an additional one (1) week's pay, AND
  - iv. for every additional year of service beyond 3, an additional one (1) week's pay, to a maximum of eight (8) weeks
9. For the purposes of calculating the above period of service, any breaks in the summer shall not be considered a break in service. As an example, employment from January 2024 to January 2025 would count as one full year of service for calculating the period of service, regardless of a summer break.
10. The person holding the Head Props position may request to be excused from work, without pay, upon providing at least four (4) weeks written notice, Employer approval not to be unreasonably withheld. Requests for leave shall not exceed three (3) weeks total for a given season.
11. The person holding the Head Props position may take unpaid sick leave as necessary, and such sick leave shall not count towards the three (3) week leave total as specified above. A doctor's note is required for any sick leave resulting in an absence of more than three (3) consecutive days.
12. Upon request by the Union, the Head Props person may be allowed absence from work without pay, not to exceed 75 hours per season and not to be taken more than one consecutive day at a time, where required in connection with:
  - a. The handling of a grievance
  - b. Negotiation meetings
  - c. Other Business of the Local
13. All requests and authorizations for leave shall be in writing for the above items, with two weeks' notice where possible. Requests shall not be unreasonably denied by the Employer.
14. Should the Head Props person be unavailable due to leave of absence or sick leave, the position shall be filled from the casual list according to skills and seniority, as has been the past practice. If the Head Props person is sick, or expected to be absent, for more than 4 weeks the employer can hire an interim person for the position under the terms specified in this letter. It shall be the Employer's responsibility to ensure adequate

training in details specific to their required duties such that an adequate pool of people are available to fill in for any absences.

15. The Employer shall provide to the Union a written job description and a job posting for distribution to its membership. Upon appropriate review, the Employer shall hire an eligible member of the Union who they feel is the best qualified.
16. Hiring shall be on an equal opportunity basis, with no discrimination on the basis of gender, race, religion, sexual orientation, or any other grounds not permitted under BC Labor Law.
17. The Head Props person shall be paid eight (8) hours at straight time rate for any Public Holiday (as listed in Article 11.3 (c)) that falls within one week before their seasonal engagement through to one week after their engagement. Their engagement shall be deemed to include any summer season weeks if they elect to take that work. In addition, the Head Props person shall be paid at one and one-half (1.5) times their straight time rate for the first 8 hours worked on the Public Holiday, and two (2) times their straight time rate for any hours worked beyond 8 hours. Should the Head Props person work on a Holiday as “additional work” outside their engagement, they shall be paid 8 hours for the Holiday, plus one and one-half (1.5) times their straight time rate for the first 8 hours worked on the Public Holiday, and two (2) times their straight time rate for any hours worked beyond 8 hours.
18. The Head Props person shall be eligible for five (5) paid days of sick leave. Should a Provincial Authority increase the minimum number of paid sick days to more than five (5), this eligibility shall be increased accordingly. Such sick days shall not count against the Head Props person’s unpaid sick leave or unpaid leave provisions in Articles 10 or 11.
19. The Employer and the Union stipulate that the Employer may require the holder of the position to have a valid driver’s license and to do production related driving, including pick-up and delivery of production gear.
20. The Employer and the Union stipulate that the Head Props person may be asked to do pre-production planning.
21. It is agreed that the parties may mutually agree to revise, add, or delete any provision(s) of this Agreement during its term.