

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF BRANTFORD
(hereinafter referred to as the “Employer”)

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 129
HAMILTON AND BRANTFORD, ONTARIO, CANADA**
(hereinafter referred to as the “Union”)

Effective from July 1, 2019 to June 30, 2023

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ARTICLE ONE - PURPOSE OF THE AGREEMENT

- 1.01 It is the general purpose of this agreement to set forth the conditions of employment, the rates of pay, and hours of work to which both parties have agreed and to provide a procedure for prompt and fair settlement of grievances.

ARTICLE TWO - RECOGNITION AND SCOPE

- 2.01 The Employer hereby recognizes the Union as the sole collective bargaining agent for all Stage Employees of the City of Brantford in the City of Brantford save and except the Technical Director and those persons above that rank of Technical Director.

Bargaining unit employees as required by the Corporation shall perform all functions of the bargaining unit as necessary, which includes but is not limited to the following;

- (a) The load-in, set-up, take-down, put-up of all stage presentations and/or dress and technical rehearsals;
 - (b) All construction, alterations, installation, maintenance and operation of stage lighting and spotlight equipment, scenery, wardrobe and sound equipment; flies, rigging, staging, props, video equipment, pyrotechnics, hair/wigs and make-up equipment
 - (c) All scenic items produced in the shop shall bear the I.A.T.S.E. crest where applicable;
 - (d) All work pertaining to the setting up and taking down of orchestra stands and chairs for dress and technical rehearsals and/or performances in the theatre;
 - (e) The unloading and/or loading of trucks arriving at or leaving the theatre that are transporting equipment and/or material related to a presentation in the theatre, excluding local delivery.
 - (f) Unloading and/or loading of costumes, maintenance, cleaning, repair, storage, dressing of actors and performance calls.
 - (g) All temporary installation, and/or removal of fixed seating in the theatre.
 - (h) Work pertaining to the temporary installation, maintenance and operation of stage related audio/visual systems.
- 2.02 (a) A member of the bargaining unit offered work outside of the jurisdiction of the bargaining unit will be exempt from the provisions of this Collective Agreement while performing such work. Job duties where bargaining unit members will continue to augment the employees normally performing building maintenance are painting, seat repair, and floor maintenance. This agreement is subject to need, scheduling and availability and is not a guarantee of hours worked.

2.03 The Employer agrees that all commercial users and In-House productions that require additional staff beyond their own regular touring complement shall be obligated to use Union Members and the Union will provide trained and competent personnel to meet such requirements (e.g. competent sound persons). Notwithstanding the above sentence, the City of Brantford at the Sanderson Centre location shall employ the additional staff required. Employees listed on the Seniority List (current and as amended in the future), shall have first preference to perform work at The Sanderson Centre and the City of Brantford based on qualification, availability and length of service.

2.04 The parties agree that “volunteers” are not “employees” for the purpose of this collective agreement

2.05 **Volunteers**

The Employer shall have the right to continue its present practice with respect to the use of volunteers engaged in theatrical presentation and production and event preparation, set-up and tear down for Community, Amateur, Non-Profit or Charitable use, and nothing in this agreement will limit the use of volunteers in these activities unless explicitly stated otherwise. For purposes of clarification, the categories of use are defined as follows:

2.06 **Community, Amateur, Non-Profit, Charitable**

For use of the Sanderson Centre for the Performing Arts by amateur and/or registered non-profit and/or educational organizations raising funds for charitable purposes or engaged in activities for recreational, educational or other purposes without the intent of profit. For the purposes clarification Stage 88 will be considered a Community based organization.

2.07 **Commercial**

A Commercial show is a performing arts attraction by an individual or business enterprise for profit, notwithstanding charitable status, or the selling of tickets.

2.08 **In House**

Events that are purchased and promoted by the Sanderson Centre for the Performing Arts.

2.09 **Co-Presents**

Events co-produced with a partner will be categorized as if the event were presented by that partner alone. For greater clarity, events co-produced with a charity will be considered to be a charitable event while events co-produced with a commercial presenter would be considered commercial.

2.10 **Post-Secondary Educational Lecture**

A non-ticketed lecture presented by a recognized post-secondary educational institution for educational purposes without the intent of profit, with basic technical requirements

limited to a non-cued general lighting wash, a lectern with a non-level adjusted corded microphone, and fixed video production w/audio.

2.11 Most venues other than the Sanderson Centre operate with incidental use of sound, lighting, and video equipment. These uses will be exempt from bargaining unit work under the following conditions:

- a) Use of a permanently installed public address, sound, lighting control or video system designed to be operated by laypersons
- b) Portable, self-contained equipment where the end-user is capable of setting up and operating the equipment without assistance.
- c) Equipment rented or hired by the end-user for an event where two technicians are supplied by the rental company for set-up and operation. (D.J's, Corporate Presentations)

2.12 **Regular Touring Complement**

“Regular touring complement” is defined as those production personnel travelling with a touring production or, in the case of non-touring events, the personnel supplied by the production rental company excluding local crew. For the purposes of determining local staffing requirements, regular touring complement will be limited to department heads, board operators and camera operators where applicable.

ARTICLE THREE - MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the Employer directs the control of its properties and premises.
- 3.02 The Employer shall have the right to make such reasonable rules and regulations as it may deem necessary for the conduct and management of the performances and working conditions; the right to the direction of its work force and to dismiss and discipline for just cause subject to the grievance procedure.
- 3.03 The Employer shall have the sole right to select those persons to be hired as Production Coordinators provided that they are and remain members in good standing of the Union.

ARTICLE FOUR - UNION SECURITY

- 4.01 The Employer shall deduct from every Employee regular dues in accordance with the Union policies
- 4.02 For Commercial and In-House events, the Employer agrees to use or employ union members in good standing with the Union or persons who agree to be bound by the terms and conditions of the collective agreement as a condition of employment.
- 4.03 For commercial and In-House, the Employer agrees not to contract out work, which has

been traditionally performed by the union.

4.04 The Employer will not rent, lease, license or otherwise permit a third party to perform work in the Sanderson Centre that would fall under the jurisdiction of the Union under this Agreement or is performed by an entity bound to a collective agreement with the Union. This shall not interfere with article 2.05.

4.05 The Business Representative of the Union or his/her designate will upon receiving permission from the Theatre Manager or Technical Director will be admitted at all reasonable times into areas where the bargaining unit is performing its duties, for the sole purpose of dealing with specific employee complaints or concerns. In no case shall a visit interfere with the progress of work. Such permission shall not be unreasonably withheld.

4.06 No Discrimination- Union Activity

The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised by either side because of any employee's membership or non-membership in the Union or because of the employee's activity or lack of activity in the Union.

4.07 The Employer and the Union agree to abide by all provisions of The Ontario Human Rights Code.

ARTICLE FIVE – JOINT CONSULTATION COMMITTEE

5.01 On the request of either party, the parties shall meet within a reasonable time for the purpose of discussing issues related to the workplace, which affect the parties or any employee bound by this Agreement. Representation at a meeting will be limited to three (3) members of the Employer and three (3) members of the Union unless otherwise agreed to by the parties.

5.02 Except as otherwise provided in this Article or elsewhere in this Agreement, the Union or any employee covered by this Agreement shall not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer, without the express permission of the Employer.

ARTICLE SIX - GRIEVANCE PROCEDURE

6.01 "Grievance" shall mean any difference between the parties relating to the interpretation, application or administration of this Collective Agreement, including the Employer's discipline or dismissal of an employee.

6.02 Grievances shall be dealt with as follows:

(a) An Employee or the designated Union representative desiring to solve a grievance

shall within ten (10) calendar days from the date of the incident giving rise to the grievance or from the date first made aware of such incident, take the matter up with the Employer. The Employee shall be entitled to have in his/her company a Union representative of his/her choice; if they reach agreement their decision shall be final.

(b) Failing settlement of a grievance with ten (10) calendar days of its being reported, under clause (a), or in the case of any other grievance, including a grievance of the Employer, the particulars of the grievance shall be set out in writing by the party wishing to resort to this procedure, (and delivered to the other party) and both parties shall forthwith confer on the matter and if they reach agreement their decision shall be final.

(c) If the grievance is not satisfactorily resolved under the provisions of clause (b) within ten (10) calendar days of receipt of the written grievance by the other party, then the matter shall be referred to an Arbitrator selected as follows:

- (i) The party desiring arbitration shall notify the other party in writing of the matter to be arbitrated and proposing three (3) Arbitrators;
- (ii) The party receiving the notice shall within seven (7) calendar days, notify the other party of either its agreement to one of the proposed Arbitrators or proposing a further three (3) Arbitrators; and
- (iii) Should the party originally desiring arbitration fail to accept one of the proposed Arbitrators, within seven (7) calendar days, either party may apply to the Ontario Ministry of Labour to appoint the Arbitrator.

6.03 The time limits fixed in both the Grievance and Arbitration procedure may be extended by mutual consent of the parties to this Collective Agreement.

6.04 The Employer and the Union shall pay its own costs and expenses of arbitration and one-half of the compensation and expenses of the Arbitrator.

6.05 The decision of the Arbitrator appointed pursuant to this Article is final and binding upon the Employer, the Union and any employee affected thereby.

6.06 The Arbitrator appointed pursuant to this Article has no jurisdiction to alter, add to, delete from, modify or amend, or to make any decision that is inconsistent with the provisions of this Collective Agreement.

6.01 - It is the mutual desire of the Corporation and the Union that the complaints of employees shall be addressed as quickly as possible and it is understood that an employee has no grievance until he/she has first given his/her Supervisor an opportunity to adjust his/her complaint. When an employee has a complaint arising out of the interpretation, operation, administration or alleged violation of the terms of this agreement, he/she shall present his/her complaint to his/her immediate Supervisor no later than fifteen (15) working days following the date upon which he/she should have become aware of the circumstances which led up to the complaint. In

discussing his/her complaint the employee may be accompanied by his/her Steward if the employee so desires. In the case of a complaint requesting a monetary settlement, this limitation shall be extended to one (1) calendar year. The employee's immediate Supervisor shall have three (3) working days to verbally reply to the complaint. Failing satisfaction the complaint may be dealt with in the following manner and sequence:

STEP 1

Written grievances shall be on forms supplied by the Union. Within five (5) working days of receiving the verbal reply from his/her immediate Supervisor on a complaint, the Unit Grievance Committee may submit the grievance in duplicate, in writing, to the Director or designate. A meeting will be held within five (5) working days with the Director, Manager and/or a designate, a representative of the Human Resources Department, the Grievor and up to two (2) members of the Unit Grievance Committee in attendance. The Director shall render his/her decision in writing within three (3) working days.

STEP 2

Failing a settlement in Step 1 of the Grievance Procedure, the Unit Grievance Committee may refer the matter to the General Manager within five (5) working days of receiving the decision in Step 1. The Employer's Grievance Committee (composed of the General Manager, the Director or their designate and a Human Resources representative) will meet with the Unit Grievance Committee and the Grievor within ten (10) working days. A Representative of the Canadian Union of Public Employees may be present at the request of either party. The Employer may engage Counsel if so desired. The decision shall be given in writing within five (5) working days following the meeting.

- 6.02 Failing settlement under Step 2 of any differences between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether the matter is arbitrable, such difference may be taken to Arbitration as provided in Article 6 herein. If no written notification is received within forty (40) calendar days after the decision in Step 2 is given, it shall be deemed to have been abandoned.
- 6.03 Any complaint or grievance concerning or affecting a group of employees shall be originated under Step 2.
- 6.04 A policy grievance procedure is hereby recognized whereby either party to this Agreement may submit any matter in dispute to grievance, beginning at Step 2 of the Grievance Procedure. However, such a grievance shall not include matters upon which employee(s) are personally entitled to grieve. The time limits in Article 6.01 shall apply.
- 6.05 The time limits provided under the Grievance Procedure may be extended, in writing, by mutual agreement of the parties.
- 6.06 All decisions arrived at between the representatives of the Employer and the Union shall be final and binding upon the Employer, the Union and the employee or employees concerned.

MEDIATION

- 6.07 Unresolved grievances may be referred to mediation upon mutual agreement of the parties. Such request for referral shall be made by the requesting party within five (5) working days after the disposition of Step 2 and a response from the responding party shall be issued to the requesting party within five (5) working days. The mediator shall be selected by mutual agreement of the parties and expenses shall be shared equally. The mediator shall endeavour to assist the parties to settle the grievance by mediation.

In cases where the responding party declines mediation, the timelines to file the matter for arbitration shall commence upon the date the requesting party receives the written response of denial from the responding party. In cases where the matter is placed before a mediator but is not

resolved to the satisfaction of the parties, the timelines to file for arbitration shall commence upon completion of the mediation stage.

If the parties are unable to settle the grievance by mediation, the parties, by mutual consent, may empower the mediator as an arbitrator and the arbitrator shall determine the grievance by arbitration. When determining the grievance by arbitration, the arbitrator may establish or limit the nature and extent and form of the evidence and may impose such conditions, as they consider appropriate. The arbitrator shall give a succinct decision within seven (7) calendar days after completing proceedings, unless the parties agree otherwise.

- 6.08 Any employee who believes that he/she has been unjustly discharged or suspended for reasons contrary to the Ontario Human Rights Code may access the grievance procedure at Step 1 as outlined in this Article.

ARBITRATION

- 6.09 When a dispute arises in respect of any of the matters covered by this Agreement, including;
- a) the interpretation, application or administration of this Agreement, or
 - b) when an allegation is made that this Agreement has been violated, and if a satisfactory settlement cannot be reached through the process provided previously, the matter in dispute may be submitted by the Employer or the Union to Arbitration.
- 6.10 **SINGLE ARBITRATOR:** Either of the parties to this Agreement may notify the other party in writing of its desire to submit the matter in dispute to a single arbitrator. If the recipient of the notice and the party desiring the arbitration do not, within a period of ten (10) working days after the receipt of the said notice agree upon a single arbitrator the appointment of a single arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.
- 6.12 Any Arbitrator appointed pursuant to this Article has no jurisdiction to alter, modify or amend the collective agreement or make any decision that is inconsistent with the provisions of this Agreement.
- 6.13 The decision of the Arbitrator appointed pursuant to this Article is final and binding upon the Employer, the Union and any Employee affected thereby.
- 6.14 The Employer and the Union shall share equally the cost of the arbitration proceedings and the Arbitrator.
- 6.15 Notwithstanding the provisions of this Article;
- a) no matter in dispute may be submitted to arbitration which has not been properly processed through the grievance procedure as set forth in Article 6, the provisions of this section shall not be considered to have been waived unless agreed upon, in writing, by both parties.

ARTICLE SEVEN – EMPLOYEE CLASSIFICATIONS/VACANCIES

- 7.01 The Union agrees to supply all stage employees the Employer requires.

Stage employees shall be classified as follows:

- (a) Regular Part-time – Stage employees who are actively working a minimum of 24 hours per week for a 52 week period and have completed a 3 month probationary period.

- (b) Casual Part-time - Stage employees who are called on a casual basis and who have completed a 90 working day probationary period or have completed six months of service.
- (c) Referred Employee - Stage employees who are provided by the union when Regular Part-time or Casual part-time employees are not able to provide the necessary coverage. Such employees are not subject to a probationary period and are not seniority employees.
- (d) Temporary or Permit Employee – a stage employee performing bargaining unit work on a casual basis with the permission of the union.

For the duration of the collective agreement refer to the attached Letter of Understanding as this article will remain inactive.

7.02 Vacancies

Regular Part-time and Casual Part-time vacancies shall be posted as follows:

- (a) Regular Part-time vacancies – When a regular part-time vacancy occurs the position will be posted and all bargaining unit employees shall have the right to apply for such posting. Should no internal applicants be successful the vacancy will be posted at the union hiring hall. If no successful applicants are found, then the vacancy will be filled as deemed appropriate by management.
- (b) Casual Part-time vacancies – When a casual part-time vacancy occurs it will be posted at the union hiring hall. If no successful applicants are found, then the vacancy will be filled as deemed appropriate by management.
- (c) Referred Employee – The Employer will provide The Union with a list of positions required to be supplied including any qualifications for the position.
- (d) Temporary or Permit Employee – A stage employee performing bargaining unit work on a casual basis with the permission of the union. The Employer will provide the names of proposed permit employees to the Union. Unless Union refusal or an objection has been issued within two weeks of notification, the employee will become a Permit Employee.

In cases where the union is unable to supply adequate numbers of referred employees, the Employer may hire permit employees to meet operational needs.

ARTICLE EIGHT– SENIORITY AND DATE OF HIRE - UNION DUES

8.01 Seniority is the preference or priority measured by the length of service under the collective agreement. A list of members in good standing in order of seniority will be provided by the union and updated as necessary.

8.02 Seniority is the priority of job assignments and scheduling. The right of first refusal shall apply. Regular and casual employees shall be scheduled based on qualifications, availability and length of service to a maximum of 52 hours. This shall by no means be interpreted to limit the amount of hours an employee may work. In addition, this will in no way interfere with the continuity of a performance, in keeping with Article 10.05. For the purposes of scheduling, where two or more event-related calls occur on a single day for separate events, the Employer may limit an employee's offer of work based on seniority to a single event.

Notwithstanding the 52 hour limit, if a shift cannot be filled by a qualified less senior regular or casual employee, the shift will be offered to any employee who has reached the 52 hour maximum prior to filling the position from referred employees.

Where an employee declines the offer of a job assignment that they are qualified for, that shall be deemed refusal of the call and scheduling will proceed to the next most senior qualified employee. Once the seniority list has been exhausted, any remaining assignments for that work call will be then offered to available qualified employees who previously refused, in seniority order, prior to requesting of referred employees from the Union.

8.03 The Employer shall maintain a seniority and date of hire list. The seniority list shall indicate calendar date, which shall be the recognized amount of seniority, accumulated by the employee and shall incorporate all circumstances defined within this Collective Agreement. The date of hire list shall indicate a calendar date upon which the employee commenced employment. An up-to-date seniority and date of hire list shall be placed on the union employee bulletin boards by the 15th of January and July of each year and following any changes upon the list. Copies shall be sent to the Steward and Business Agent.

8.04 The Employer shall deduct from each employee including referred and permit employees an amount stipulated by the Local in writing indicating the percent and/or dollar amount deducted, from each employee's gross wages as Union Dues up to a maximum cap per calendar year. The Employer shall forward this deduction directly to the Union within ten (10) days after the end of each month with a complete remittance breakdown.

8:05 Note: (Union to provide letter outlining union dues and capped on an annual basis)

ARTICLE NINE - CO-OP STUDENTS

9.01 Co-op Students

- (a) The Employer shall have the right to continue the training and use of co-op students in accordance with past practices, which have prevailed between the Employer and area school boards of education, community colleges and universities. At no time shall a co-op student replace a union member on a call. Students shall receive supervised hands-on training with members and shadow members in a learning capacity.
- (b) In all cases, co-op students must work under the direction of the Technical Director or be supervised by a stage employee covered by this Collective Agreement.

ARTICLE TEN - BASIC HOURLY RATES – OVERTIME PAY

10.01 For work performed during a day other than during a dress/technical rehearsal or a performance, the following rates shall be paid:

- (a) For the first eight (8) hours, the basic hourly rate;
- (b) All work performed beyond 8 hours and up to twelve (12) hours in a day shall be paid at one and one half times (1½) the basic hourly rate.
- (c) All hours worked beyond twelve (12) hours shall be paid at two (2) times the basic hourly rate.
- (d) For the purposes of this agreement, a day is defined as the time period starting at 8:00 a.m. and finishing at 8:00 a.m. of the following day (24 hours).
- (e) Any intrusion into an eight (8) hour rest break shall be paid at one and one half times (1½) the basic hourly rate until an eight (8) hour rest break has been provided then the basic hourly rate shall prevail.
- (f) If the start of the call-in is between midnight and 8 am, that call shall be paid at one and one half times the basic hourly rate until a meal break has been provided.
- (g) The minimum call to work shall be deemed to be a four (4) hour call.
- (h) For the purposes of pay computation, time will be calculated to the next half hour (1/2) hour.

10.02 Performances and Dress Rehearsal

For the purpose of pay computation, a performance and /or dress rehearsal shall be deemed to be a working period of four (4) hours, beginning one-half hour or one hour before the commencement of the performance, and ending at the time of the final curtain which may be extended up to one-half hour to include lock-up, clean-up, piano moves or other related work after the final curtain as long as it does not exceed the four (4) hour rehearsal or performance call. All time paid for a performance shall be paid at the applicable hourly rate.

The call for a performance or a dress rehearsal may be extended for a maximum of one (1)

additional hour before and/or one (1) hour after the final curtain for any purpose. On the day of a take-out the call for the final performance may also be extended as required after the final curtain. All extensions to the performance or the dress rehearsal shall be paid at the applicable hourly rate.

Notwithstanding other provisions of this agreement, if all labour pertaining to an event (including load-in, rehearsal, performance, and take-out) can be completed during a single five (5) hour call, then the event will be considered to be a single five (5) hour call. All time will be paid at the applicable hourly rate. This must be scheduled as a five hour call and paid as a five hour call. All work performed during this call must pertain only to the event to which it is applied.

10.03 Final Curtain

Final Curtain is defined as that time when the curtain is lowered for the last time or, when the curtain is not used, when the house lights are brought up for the exit of the audience.

10.04 Staffing

The procedure of the Employer calling the roster Employees directly shall continue as per the provisions of Article 7.01. For Yellow Card shows or when additional workers are required from the business agent, the Business Agent will be contacted concerning additional positions available to other Union Employees no less than 3 days prior to the beginning of the first call of the day, as to the timing and required amount of workers for that day. For the purpose of this provision the first call of the day shall be deemed to commence at 8:00am.

10.05 The Union further recognizes that it will supply the same crew of workers for the preparation, rehearsals, performances and take-outs of a production and that substitutes by the Union will only be made in cases of illness or injury, or by the mutual consent of the Employer and the Union. Dance competitions will be excluded from this clause.

10.06 Substitution of Shifts

Once the work schedule has been posted, no changes will be allowed except due to illness, family emergency or staffing changes required by the production, or by mutual consent of the Employer and Employee.

10.07 Work between Venues

A call to work is specific to any single worksite defined as a specific city property including parks. Any work required to be performed at more than one worksite within a call is deemed to be a separate call to work subject to minimum call times. This provision excludes the transfer of equipment or tools to or from a location where it may be stored when the stage employee is provided a vehicle for use or is reimbursed for travel expenses for a personal vehicle.

ARTICLE ELEVEN – MINIMUM CREW

11.01 For Commercial Rentals and In House productions on the main stage this minimum crew provision will apply.

- (a) Minimum Crew at all times (1) Carpenter
- (b) Minimum Crew if House sound in use (1), Sound.
- (c) Minimum Crew if House Lighting in use (1), Electric.
The only exception to this rule is when the Carpenter can operate lights, strictly to fade up and down and with no cues.
- (d) Minimum Crew when Flys are required during a performance or rehearsal, or when loading rails is required (1), Fly man.
- (e) Minimum Crew when loading rails is (2) Loaders.
- (f) Minimum truck unloaders /and or loaders when required (2) Truck Loaders
- (g) Minimum if video equipment is used excluding in house use for pre-show, intermission, and/or post-show automated content (1) Video operator

First call of the day shall be deemed to commence at 08:00 hours.

Stagehands are expected to perform interchangeable jobs according to the needs of the production. The employee will be paid at the higher applicable rate during any single call period if the employee works in more than one classification.

The above shall not apply to local delivery.

Note: (For Local delivery - If it doesn't require access to the stage then it is to be considered a Local Delivery)

11.02 For Community, Amateur, Non-profit or Charitable productions on the main stage all key positions will be filled by bargaining unit members. Key positions are primary operators in the following categories, if required;

- 1) Lighting
- 2) Sound
- 3) Carpentry
- 4) Flys
- 5) Follow-Spot (with the exception of Educational uses)
- 6) Video Operator if house video switcher is in use

And other positions requiring specific skills and qualifications will be filled by bargaining unit members unless volunteers with the production are experienced and competent in the position.

11.03 For Post-Secondary Educational Lectures on the main stage, the required crew is (1) Stage Employee. This position shall be paid at the Production Coordinator rate.

11.04 Performances in other locations in the Sanderson Centre will continue to be crewed as required with a minimum (1) one operator when house equipment is used. The incidental use of house Equipment not requiring an operator will be excluded. This exclusion does not affect jurisdiction for the work under article 2.01

Incidental use is defined as:

- Microphone and podium
- Lobby video presentations on monitors from a single source (does not require video switching)

11.05 **Harmony Square**

For events taking place in Harmony square where stage equipment exceeding the provision in Article 2.11 is in use the following minimum crew provision will apply:

- a) One (1) operator if house sound is in use
- b) For events where the continuous public performance time exceeds four (4) hours and/or multiple audio set-ups are required, an additional Operator is required to provide breaks and assistance to the primary operator

11.06 **Arenas**

For events taking place in an arena where temporary stage equipment exceeding the provisions of Article 2.11 is in use, a minimum of one (1) stage hand is required. In cases where professional production equipment on a temporary stage is in use, any stage employees required beyond the production's regular touring complement will use Union members.

11.07 **Community Centres**

For events taking place in Community Centres where stage equipment exceeding the provisions in Article 2.11 is in use, the following minimum crew provision will apply

- (a) One (1) Operator if mixing console is in use
- (b) One (1) operator if lighting console is in use

11.08 **Outdoor Venues**

For events taking place at an outdoor venue owned and operated by the Corporation any stage employees required beyond the production's regular touring complement will be Union members.

Notwithstanding the provisions of article 12.05 in the collective agreement, for outdoor venues including Harmony Square notification of cancellation due to weather shall be

given to employees scheduled not later than (2) hours prior to the scheduled start of the call. All other terms of Article 12.5 remain in effect

11.09 **3 Hour Call for Meetings**

For advance or administrative work for the Production coordinator the minimum call will be three (3) hours.

11.10 ***Piano Moves***

For Piano Moves where the lobby piano is required for an event, stagehands will set and strike the piano as a single (3) three hour call when no other work is performed.

ARTICLE TWELVE - MINIMUM CALL

12.01 (a) Four (4) hours shall constitute the minimum call for all work other than specified in this Agreement, except performances, dress and technical rehearsals and as noted in the following.

(b) If the taking-in and/or setting-up are performed during the hour preceding the performance, technical rehearsal, and that hour shall be paid at the prevailing rate.

(c) If the taking-down and/or setting-up are performed within two (2) hours immediately after the performance, dress or technical rehearsal, then there is no minimum for those employees who worked the performance, dress and/or technical rehearsal and the hour(s) shall be paid at the prevailing rate.

12.02 **Children's Programs**

The Union agrees that, when two (2) performances of children's programs fall within the performance call, only the one performance rate shall apply. This shall apply to all employees working the production and any excess time beyond the performance call shall be paid at the prevailing rate

12.03 **Changeover**

The minimum call for changeover between the performance and the dress or technical rehearsals shall be four (4) hours for extra employees called in for this purpose and three (3) hours for those stage employees working both the performance and dress or technical rehearsals

12.04 **Performances and Lecture Rate**

The performance rate shall apply to all productions and concerts, lectures, meetings, motion pictures and slide presentations and shall be paid at the prevailing rate.

12.05 Cancellation of Performance

Should the Corporation wish or find it necessary to cancel a scheduled performance, notice of such cancellation shall be given to employees scheduled not later than 9 am for a matinee performance and not later than 12noon for an evening performance, on the day of the cancelled performance. After the above stated time, employees so called shall be paid their Performance Rate. For all other work calls notice will be given 8 hours prior to the scheduled start of the first call of the day. After the above stated time, employees so called shall be paid the applicable hourly rate for a four (4) hour call.

ARTICLE THIRTEEN - BREAKS

13.01 Employees working a set-up and performance or two (2) or more performances shall be entitled to one (1) hour unpaid break, or a one-half (1/2) hour paid break (with meal supplied) at the discretion of the employer within the two (2) hour period immediately prior to or between the performances or calls. This provision is exclusive of Children's Programming.

Should there be more than one (1) hour of work required after a performance or a dress rehearsal, or two (2) hours on the day of a take-out of a performance, a half (1/2) hour paid break shall be provided either immediately after the performance or dress rehearsal or after the extension.

Where in emergencies the employer finds it to be impossible to provide a break period, Employees will be paid, in lieu thereof, a lump sum of one hour's pay at prevailing rate.

When an employee (under the half (1/2) hour break) is entitled to a supplied substantial meal with their break, the employer has the option of offering a meal buyout of \$15.00 to the employee if mutually agreed.

After a maximum five (5) consecutive hours of work, Employees are entitled to a minimum one-half hour paid meal break (substantial meal supplied) or one (1) hour unpaid meal break, at the discretion of the Employer. Employees who are paid for their meal break must remain on site. The meal break of one (1) hour may be reduced to one half (1/2) hour upon unanimous consent of all union members present.

There shall not be more than one (1) period of five (5) consecutive hours in each day, when workers do not receive a meal break. All subsequent breaks shall be after each four (4) consecutive hours.

13.02 With the exception of performances and dress rehearsals, any call to work after an unpaid break of:

(a) More than (1) hour shall constitute a minimum (2) hours paid.

(b) Two (2) hours or greater will constitute a new four (4) hour call.

13.03 For calls of at least four hours excluding performance calls, the Employer will provide a fifteen minute paid break mid-way through the call. Timing of the break will be determined by the Technical Director or designate to ensure minimal disruption to the event.

ARTICLE FOURTEEN - PAID HOLIDAYS

14.01 The following holidays shall be defined as paid holidays for the purpose of this agreement.

New Year's Day	Victoria Day	Thanksgiving Day
Good Friday	Canada Day	Christmas Day
Boxing Day	Labour Day	Civic Holiday
Remembrance Day	Family Day	

14.02 A Paid Holiday shall begin at 24:00 hours the preceding day and shall end thirty-two (32) hours later at 08:00 hours the following day.

14.03 Entitlement to Paid Holiday payment shall be computed as follows:

An Employee shall be paid holiday pay if they earn wages on any days of the four (4) weeks preceding the holiday. The amount of paid holiday pay shall be per the E.S.A. calculations.

14.04 Employees who work on a Paid Holiday shall be paid at the rate of one and one-half (1 ½) times their Basic Hourly rate for the first twelve (12) hours worked and two (2) times the hourly rate for the thirteenth and all subsequent hours.

14.05 Should the Provincial Government introduce any additional holidays to the Employment Standards Act, such additional Public Holidays shall affect this Collective Agreement in the same manner.

14.06 Any performance call on New Years Eve shall be paid at the rate of one and a half (1 ½) times the basic hourly rate for all hours worked until midnight and two (2) times the basic hourly rate for all hours worked after midnight a substantial meal shall be provided by the employer between set/up and the performance.

ARTICLE FIFTEEN - VACATION

15.01 The Employer agrees to pay biweekly, 4% vacation pay to all employees except regular part-time.

Regular part-time employees and casual employees will be paid vacation pay biweekly as follows:

1 to 4 years of service	4%
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5 to 9 years of service	6%
10 to 14 years of service	8%
15+ years of service	10%

Years of service to be calculated from date of first hire in the Bargaining Unit except as grandfathered as per the seniority list provided by the Union and approved by the Employer.

ARTICLE SIXTEEN – PENSION

16.01 An employee who qualifies in accordance with OMERS’ regulations may choose to participate in the Ontario Municipal Employees Retirement System (OMERS).

16.02 Effective July 1, 2016, for union members who are not eligible for membership in OMERS or who have not elected to participate in the OMERS pension plan:

- a) the Corporation shall contribute to the Retirement Savings Plan of IATSE an amount equal to two percent (2%) of the gross earnings of these employees; and
- b) these employees shall also contribute two percent (2%) of his or her gross earnings to the Retirement Savings Plan of IATSE.

ARTICLE SEVENTEEN – LEAVE OF ABSENCE

17.01 In the event of a death in the immediate family an employee shall be granted upon request a leave of absence with pay, for all scheduled hours at straight time, a maximum of three (3) consecutive days.

For the purposes of this clause, the immediate family shall be defined as: Mother, Father, Spouse (including common law), Children, Brother, Sister, grandparents, grandchildren.

In cases where internment is delayed, an employee shall be provided with the opportunity of utilizing the total days allowed under this Article for bereavement purposes and/or internment.

17.02 Pregnancy/Parental and Adoption leaves of absences shall be in accordance with the Employment Standards Act and amendments made thereto.

It is understood that employees are entitled to other unpaid leaves of absence as per the Employment Standards Act. Requests for such leaves will be made with reasonable notice in writing to the Human Resources Department, and will not be unreasonably denied.

ARTICLE EIGHTEEN -SICK LEAVE BENEFITS FOR REGULAR & CASUAL

18.01 All Regular & Casual Employees are entitled up to a maximum of three (3) sick leave days with pay at straight time, for missed scheduled shifts due to illness based on the following progression, in any calendar year.

- (1) Up to one (1) sick day after having worked 400 hours (maximum of 8 hours)
- (2) Up to two (2) sick day after having worked 800 hours (maximum of 16 hours)
- (3) Up to three (3) sick day after having worked 1000 hours (maximum of 24 hours)

All Regular & Casual Employees will be allowed to carry-over their sick leave accrual from one calendar year to the next to a maximum of 10 days (80 hours).

ARTICLE NINETEEN - HEALTH BENEFITS / REGULAR PART-TME EMPLOYEES

- 19.01 Effective July 1, 2016 the Corporation will contribute two percent (2%) of gross earnings toward the IATSE Group Benefit Health Plan for all union members excluding the two employees identified in the Letter of Understanding appended to this Collective Agreement regarding the Select Group Health Benefit Plan Coverage.
- 19.02 The Union will administer all aspects of the IATSE Group Health Benefit Plan including but not limited to enrolment, coverage changes, terminations, etc.
- 19.03 The City will remit payment to the Union on a monthly basis for 2% of earnings by union members from the previous month as employer contributions to the IATSE Group Health Benefit Plan.

ARTICLE TWENTY - WORKING CONDITIONS/HEALTH AND SAFETY

- 20.01 Any unsafe equipment or conditions will be brought to the Employer's attention for immediate resolution.
- 20.02 Health and Safety
- (a) The Employer and Employees will strictly adhere to and conform to all rules, guidelines and/or regulations contained in the applicable City, Province and Federal statutes, acts, and regulations.
 - (b) The Employer will provide appropriate medical/first aid supplies required by law.
 - (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.
 - (d) The Employer and Employees agrees to comply with the Ontario Health and Safety Act.
 - (e) It is the responsibility of the (Union Safety Representative) to inform the I.A.T.S.E. Local 129 Health and Safety Coordinator of all accidents and forward to him/her copies of the inspection reports and accident investigation reports.

- (f) A properly stocked first aid kit shall be available to all crew wherever the work may be.
- (g) The Employer shall arrange for, and/or provide, sanitary facilities on all work locations as required by the Ontario Occupational Health and Safety code.
- (a) It is the responsibility of the Employer to ensure proper respiratory protection of the Employee's. Employees shall use proper protection when required.

20.03 Health and Safety Committee

A Union Member or his/her designate shall sit on any Safety Committee, developed by the corporation at the Sanderson Centre:

- (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, summarize and disseminate applicable information and periodicals;
- (e) To conduct, with Management's representative, monthly inspections of different areas of the building.

ARTICLE TWENTY-ONE - PROGRAM CREDITS

21.01 The Corporation shall give credit in the program or its credit lists, where possible, that I.A.T.S.E. is represented in this establishment or production. Whenever possible to do so, credit in the program will be given to the permanent employee.

ARTICLE TWENTY-TWO – SAFETY EQUIPMENT REIMBURSEMENT

22.01 Each employee supplied by the Union shall be responsible for supplying the normal tools required to perform the work for which they are employed (adjustable wrench or multi-tool, flashlight. All such tools shall be in their possession and in good condition each time the employees report for work. The Corporation will supply all safety equipment as needed to perform duties safely, with the exception of safety footwear as provided in Article 22.02.

22.02 The Employer will provide, on an annual basis, a reimbursement to all Regular Part-time and Casual employees with Seniority (who have worked a minimum of 200 hours from January 1st to December 31st in the previous year, upon presentation of a receipt dated in the current year, towards the purchase of:

- Canadian Standards Association (CSA) approved footwear, helmet and fall arrest equipment
- Hearing Protection approved by the Employer
- Clothing from approved suppliers list

Effective January 1, 2020- Up to Two Hundred and Fifty (\$250.00) Dollars (including all taxes).
 Effective January 1, 2021- Up to Two Hundred and Fifty-Five (\$255.00) Dollars (including all taxes).

Effective January 1, 2022 - Up to Two Hundred and Sixty (\$260.00) Dollars (including all taxes).

Effective January 1, 2023 - Up to Two Hundred and Sixty-Five (\$265.00) Dollars (including all taxes).

22.03 Clothing Allowance

All employees will be eligible on an annual basis the following:

~~After working 80 hours qualify for 1 golf shirt~~

~~After working 200 hours one additional golf shirt~~

~~After working 400 hours (1) dress shirt~~

ARTICLE TWENTY-THREE - BANKED HOURS

Authorized work performed in excess of 44 hours in a week or in excess of 8 hours in any day will be compensated at the rate of time and one half lieu time off, as well as any applicable benefits. The use of accrued lieu time off would only be permitted provided that such lieu time off is taken at a mutually agreed upon time. Any unused lieu time at the end of the calendar year up to seventy (70) hours may be carried over to the New Year. And any hours over seventy (70) in the banks will be paid out by year-end. Every effort will be made by both the employee and employer to clear the current year's lieu bank by the end of the calendar year or by the end of February in the subsequent year, with any unused carried-over hours to be paid out in the pay period including March 1 in the subsequent year.

ARTICLE TWENTY-FOUR - RENEWAL

24.01 Either party may, on ten (10) days notice in writing, require the other party to enter into negotiations for the renewal of this Agreement within the period of two (2) months prior to the expiry date and both parties shall thereupon enter into such negotiations on good faith and make every reasonable effort to secure such renewal.

24.02 The Union agrees that during the life of this Agreement, it will not authorize or condone any unlawful strike. The Employer agrees that it will not illegally lockout employees. The terms “strike” and “lockout” shall bear the meaning given them in the Ontario Labour Relations Act as amended.

ARTICLE TWENTY-FIVE - AUTOMATIC RENEWAL

25.01 This Agreement shall be effective from the 1st day of July 2019, to the 30th day of June 2023, and shall continue automatically thereafter for annual periods of one (1) year, unless either party notifies the other party, in writing, of its desire to amend or terminate this Agreement. Such notice must be given to the other party not less than thirty 30 days and not more than ninety 90 days prior to the expiry date of this Agreement.

This agreement shall be in force and binding on both parties from the 1st day of July 2019, to the 30th day of June 2023.

Note: Both parties agree to amend Schedule A by indicated % on effective dates for payroll purposes as follows:

The Corporation of the City of Brantford

IATSE, Local 129

K. Davis
Mayor

Cindy Jennings – IATSE President

C. Touzel
City Clerk

Gary Nolan - Chairperson
-IATSE Local 129

Todd Hewitson – IATSE Local 129

SCHEDULE A

HOURLY WAGE GRID & PROGRESSION

	July 1, 2019 (1.75%)	July 1, 2020 (1.75%)	July 1, 2021 (1.75%)	July 1, 2022 (1.75%)
Production Coordinator	\$25.17	\$25.61	\$26.06	\$26.52
Operators	\$21.91	\$22.29	\$22.68	\$23.08
Stagehand	\$18.88	\$19.21	\$19.55	\$19.89
Truck Loader	\$18.88	\$19.21	\$19.55	\$19.89
Wardrobe	\$18.88	\$19.21	\$19.55	\$19.89

Temporary Permit Stagehand employees - probationary rate of ~~\$13.00~~ the minimum wage as per the Employment Standards Act for the first 6 months, ~~\$14.00~~ plus an additional \$1.00 per hour for the second 6 months.