

**Collective Agreement**

**between**

**Regina Exhibition Association Limited**

**and**

**Local 295**

**International Alliance of Theatrical Stage Employees  
Moving Picture Technicians, Artists and Allied Crafts  
of the United States its Territories and Canada  
AFL-CIO-CLC-SFL**

## TABLE OF CONTENTS

<b>ARTICLE 1.</b>	<b>SCOPE</b>	<b>4</b>
1.01	DEFINITIONS	4
1.02	DEFINITION OF THE BARGAINING UNIT	5
1.03	UNION TO FURNISH COMPETENT PERSONNEL	5
1.04	PAYROLL SERVICES	5
1.05	DUES AND ASSESSMENTS	5
1.06	GENDER REFERENCE	6
<b>ARTICLE 2.</b>	<b>COVERAGE</b>	<b>7</b>
2.01	ALL FACILITIES INCLUDED	7
2.02	ALL GROUNDS INCLUDED	7
2.03	ALL OUTSIDE EQUIPMENT COVERED	7
<b>ARTICLE 3.</b>	<b>MANAGEMENT RIGHTS</b>	<b>8</b>
3.01	EMPLOYER TO MAKE RULES AND REGULATIONS	8
3.02	OBLIGATION TO THE INTERNATIONAL UNION	8
3.03	CREW CONTINUITY	8
3.04	CREW SELECTION	8
3.05	WORK FOR CONTRACTORS OR SUBCONTRACTORS	8
3.06	YELLOW CARD SHOWS	9
3.07	TOOLS AND EQUIPMENT	9
3.08	DEPARTMENT HEAD	9
3.09	SHOP STEWARD	9/10
<b>ARTICLE 4.</b>	<b>CONDITIONS OF EMPLOYMENT</b>	<b>11</b>
4.01	MINIMUM CALL	11
4.02	SHOW CALL	11
4.03	SHORT SHOW CALL	11
4.04	MEAL PENALTY	11
4.05	UNSOCIAL HOURS	11/12
4.06	VACATION PAY	12
4.07	STATUTORY HOLIDAYS	12
4.08	PENSION	13
4.09	HEALTH AND WELFARE	13
4.10	APPEARING BEFORE THE PUBLIC	14
4.11	TELEVISION AND FILM	14
4.12	OVERTIME	14
4.13	LABOUR STANDARDS ACT	14
4.14	TIME SHEETS	14
4.15	SAFETY BOOTS	14/15
4.16	HIGH RIGGER COFFEE BREAK PENALTY	15
<b>ARTICLE 5.</b>	<b>GRIEVANCE PROCEDURE</b>	<b>16</b>
5.01	GRIEVANCE PROCEDURE PROCESS	16/17
<b>ARTICLE 6.</b>	<b>TECHNICIAN</b>	
6.01	HEAD FACILITIES TECHNICIAN	18
6.02	AUDIO-VISUAL TECHNICIAN	18
6.03	AUDIO-TECHNICIAN	18
<b>ARTICLE 7.</b>	<b>MAJOR EVENTS</b>	<b>19</b>
<b>ARTICLE 8.</b>	<b>ANTI-HARASSMENT, DISCRIMINATION &amp; BULLYING</b>	<b>20/21</b>

<b>ARTICLE 9.</b>	<b>VACATION LEAVE</b>	<b>22</b>
<b>ARTICLE 10.</b>	<b>SICK LEAVE</b>	<b>23</b>
<b>ARTICLE 11.</b>	<b>WAGE SCHEDULE</b>	<b>24/25</b>
<b>ARTICLE 12.</b>	<b>DURATION OF AGREEMENT</b>	<b>26</b>
<b>12.01</b>	<b>DATES AGREEMENT IN FORCE</b>	<b>26</b>
<b>12.02</b>	<b>NOTICE TO RENEGOTIATE</b>	<b>26</b>
<b>12.03</b>	<b>NO STRIKE; NO LOCKOUT</b>	<b>26</b>
	<b>LETTER OF UNDERSTANDING - 2013 RENEGOTIATIONS</b>	<b>27</b>

## COLLECTIVE AGREEMENT

This "Agreement" made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the Regina Exhibition Association Limited, hereafter called "the Employer", and Local 295 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States its Territories and Canada, hereafter called the Union" or "the Local."

### ARTICLE 1. SCOPE

#### 1.01 Definitions

In this agreement:

- a) "Call Time" means the beginning of a working period;
- b) "Contractor" means any tenant or lessee of **Evraz Place** or any person, group, organization or body corporate licensed for temporary use and occupation of the premises of **Evraz Place** for any event or performance on said premises, or the agent of such Contractor;
- c) "Employer" means the Regina Exhibition Association Limited;
- d) "Final curtain" means the end of a performance or event;
- e) "IATSE" means the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States its Territories and Canada;
- f) "Member" means a member of the Union as defined in the Constitution and Bylaws of both the Union and the IATSE;
- g) "Permittee" means an individual who is not a Member, but whom the Union permits to be employed under the terms of this Agreement by permission granted under provisions of the Constitution and Bylaws of both the Union and the IATSE;
- h) "Subcontractor" means any person, group, organization or body corporate contracting with the Employer or a Contractor to supply sound, lighting or audio-visual equipment or services for any event or performance on the premises of **IPSCO Place**;
- i) "Union" means Local 295 of the IATSE or its agents;
- j) "Full-time" means any employee who works more than 1560 hours per payroll year;
- k) "Part-time" means any employee who works more than 250 hours and less than 1560 hours per payroll year.

- l) "Casual" means any employee who works less than 250 hours per payroll year.
- m) "Event" – defined as a conference, convention, exhibition, fair, amateur sporting competition, trade and/or consumer show requiring Audio-Visual equipment.

### **1.02 Definition of the Bargaining unit**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all persons employed in the unit defined by the Saskatchewan Labour Relations Board in its certification order of June 2, 1970 (LRB File No. 033-70), namely: stage electricians, sound technicians, stage carpenters, head flyman, grips, extra flymen, lamp operators, property men, assistant electricians, moving picture machine operators, closed circuit television technicians, and wardrobe attendants employed by the Regina Exhibition Association Ltd.

The Employer further recognizes the Union as the sole and exclusive bargaining agent for all persons employed by Regina Exhibition Association Ltd. in the unit defined by subsequent collective agreements between the Employer and the Union subsequent to and pursuant to LRB File NO. 033-70, namely: shop stewards, facilities technician, riggers, stage hands, fork lift operators, scenic painters, make-up and hair artists, car loaders, and film/television and audio/visual technicians.

### **1.03 Union to Furnish Competent Personnel**

The Union undertakes to furnish competent Members or Permittees to perform work duties as required by the Employer, Contractor or Subcontractor in all capacities within the scope

of this Collective Agreement. The Employer retains the right to reject any Member or Permittee offered by the Union if the Member or Permittee is deemed unqualified by the Employer.

### **1.04 Payroll Services**

- a) Members and Permittees to be employees of Employer.
- b) The Shop Steward will ensure that all Members and Permittees scheduled for a call have completed the required payroll forms.

### **1.05 Dues and Assessments**

The Employer will collect from all employees all working dues and permit assessments for work performed under this agreement according to current Local 295 bylaws. The Employer will remit the total moneys so collected to Local 295 on a quarterly basis, with an accounting of their derivation, at no additional cost to the Union.

## **1.06 Gender Reference**

References to a particular gender in this Agreement shall also refer to the opposite gender unless otherwise stated.

## **ARTICLE 2. COVERAGE**

### **2.01 All Facilities Included**

It is hereby agreed that the terms and conditions of this Agreement shall apply to all facilities owned, managed and controlled by the Employer now established and which shall be acquired in the future.

### **2.02 All Grounds Included**

The Employer further agrees that all work within the scope of this agreement, as defined by Article 1 above, anywhere on the grounds of Evraz Place, including all stage carpentry, lighting, audio, staging, audio/visual, video and film production and presentation shall be performed by Members or Permittees of the Union.

### **2.03 All Outside Equipment Covered**

Loading, unloading, setting up and tearing down of any equipment pertaining to, staging and props brought onto the grounds of Evraz Place by the Employer or a Contractor or a Subcontractor, is work that is the exclusive right of the Union. This would further include, but not be limited to, any audio-visual, lighting, sound or musical equipment that may be owned or rented by the Employer or a Contractor or a Subcontractor as well as any luggage that the performer may have. This shall also include the operation of forklifts, cranes or other special equipment required in the unloading, loading, setting up and tearing down of the above equipment, staging and props. The term staging will also include any basketball floor (with the exception of local amateur games and tournaments), boxing ring, wrestling ring, or similar apparatus used for a performance.

## **ARTICLE 3. MANAGEMENT RIGHTS**

### **3.01 Employer to Make Rules and Regulations**

The Employer shall have the right to make such rules and regulations as may be deemed necessary for the conduct and management of the performances and working conditions, and the Union agrees that its Members and Permittees shall obey all rules and directions of any authorized representative of the Employer insofar as they do not conflict with the terms of this Agreement, with the current by-laws and working rules of the Union, or with the rules and regulations of the constitution of the IATSE.

### **3.02 Obligation to the International Union**

As the Union is a member of the IATSE, nothing in this agreement shall ever be construed to interfere with any obligation the Union owes to the IATSE, by reason of a prior obligation, provided that the foregoing shall in no event be construed or applied so as to contravene any applicable federal or provincial law.

### **3.03 Crew Continuity**

The Union agrees to supply the same crew in each Department for performance preparation, rehearsals and performances of a production and that substitution will be made only in the case of injury, accident, sickness, personal emergency, or by request of the Employer after consulting with the Union.  
In the event the forklift duties are completed, the forklift operator shall be reassigned to another department as necessary.

### **3.04 Crew Selection**

Selection of crew supplied by the Union shall be made by the Union. Any dispute which may arise due to the selection shall be dealt with by the Employer in consultation with the Union.

### **3.05 Work for Contractors or Subcontractors**

- a) Where the facilities of the Employer are being used by, leased to or rented to a Contractor, the Employer agrees to inform the Contractor that Members or Permittees of the Union shall be employed for all work within the terms of this Agreement, including all work by Subcontractors.

- b) Any Contractor or Subcontractor using, leasing or renting the facilities from the Employer and requiring services which fall within the definition of Article 1 or Article 2 shall use Members or Permittees employed under the conditions and scales contained in this Agreement, and supplied under the terms of Article 1, section 1.03 above.

### **3.06 Yellow Card Shows**

The Employer agrees to honour the minimum crew requirements specified by the Yellow Card where such is applicable.

For shows or performances not covered by the Yellow Card, requirements shall be determined, either by conditions specified in the contract or by mutual agreement between the Union and the Employer or the Contractor.

### **3.07 Tools and Equipment**

Members and Permittees shall be responsible for providing the normal hand tools in good condition required by their craft. The Employer shall arrange for special equipment such as hoists, fork lifts, rigging apparatus, safety equipment, tractors, vehicles, etc. as deemed necessary for the production.

### **3.08 Department Head**

Each working crew shall include Members and Permittees in one or more departments, namely Stage or Carpenter Department; Wardrobe Department; Lighting or Electrics Department; Sound or Audio Department; Props Department; Audio-Visual Department. Each Department crew shall have at least one Member or Permittee designated as and paid at the rate for Department Head. The second Member/Permittee scheduled in a Department shall be designated and paid at the rate for Assistant Department Head.

### **3.09 Shop Steward**

The Union in consultation with management shall designate a Shop Steward at each job site as its representative and advise the Employer who this person is. The Shop Steward shall be responsible for all liaisons between the Union and its Members or Permittees and the Employer, the Contractor or the Subcontractor. The Shop Steward must be knowledgeable in all departments, and capable of managing the Members or Permittees. The Shop Steward must be able to communicate effectively with promoters.

Where the crew requirements for any part of a show (i.e., the Load In, Show, or Load Out) shall equal or exceed 12 persons, excluding truck loaders, there shall be a Shop Steward employed in addition to that working crew requirement. The Shop Steward shall be paid at the Department Head rate and scheduled hours shall be equal to the full duration of the Load In, Show and Load Out.

In the event the crew is scaled down, to less than 12, the Shop Steward will be included in the scaled down crew as a working Shop Steward, but shall not replace a Department Head. The Shop Steward will continue to be paid at the Department Head Rate.

In the event that an alternate Shop Steward is scheduled the Facilities Technician will be paid the rate applicable to the duties performed.

## **ARTICLE 4. CONDITIONS OF EMPLOYMENT**

### **4.01 Minimums Call**

- a) The Minimum Call shall be four hours. Load In, Rehearsals, Shows, or Load Out shall be separate calls. Call time for the Load Out cannot be scheduled for earlier than thirty (30) minutes prior to the scheduled performance end time.

### **4.02 Show Call**

For the purposes of pay computation, a Show Call shall be deemed to be a working period of four hours, with a Call Time beginning one-half hour prior to the commencement of the performance and ending at the time of the "final curtain." All time worked in excess of the Show Call shall be paid at the applicable hourly rate. This excess time shall include any time worked prior to the Call Time, and any time worked more than four hours after the Call time specified in the previous paragraph.

### **4.03 Short Show Call**

On the occasions when the time from performance Call Time to the end of performance is less than two hours, the "Short Show" rate shall apply. A Short Show Call shall apply only to an individual Member and Permittee also employed on the Load In and Load Out for that performance, or who has worked at least one other Show Call or two other Short Calls on the same event within the same working day.

### **4.04 Meal Penalty**

An unpaid meal break of not less than one hour shall be given for every five hours of work. When a Member or Permittee is required to work more than five hours without a meal

break, his rate of pay shall increase to one and one-half (1-1/2) times the otherwise prevailing rate and that rate shall continue until such a break is given or a substantial meal is provided.

At the discretion of the Employer or the Contractor, a paid meal-break of one-half (1/2) hour may be enacted, provided that the Member or Permittee is provided with a substantial meal on site.

### **4.05 Unsocial Hours**

Calls scheduled between the hours of 12:00 AM and 8:00 AM shall be paid at two (2) times the otherwise prevailing rate.

Load Out calls that exceed the initial scheduled call between the hours of 12:00 AM and 8:00 AM shall be paid at two (2) times the otherwise prevailing rate for those hours exceeding the initial call.

#### **4.06 Vacation Pay**

Members and Permittees shall be entitled to annual vacation pay on each pay cheque in the amount of six per cent (6%) of gross earnings.

#### **4.07 Statutory Holidays**

- a. The following days shall be considered paid holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Saskatchewan Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.
- b. Members and Permittees shall be entitled to statutory holiday pay on each pay cheque in the amount of four per cent (4%) of gross earnings.
- c. When the regularly scheduled day off for a full-time employee falls on a Statutory Holiday, the employee shall be entitled to another working day in lieu of the Statutory Holiday.
- d. When a Member or Permittee performs work on a Statutory Holiday, he/she shall receive, in addition to his holiday pay, one and one-half (1 1/2) times his/her regular rate for all hours worked on the day.

#### **4.08 Pension**

- a) Full-time employees shall be eligible for membership in the Group RRSP on the first pay period immediately following the employees' completion of twelve (12) months of service.
- b) Part-time employees shall be eligible and may join the Group RRSP on January 1<sup>st</sup> of each year provided that such employee has worked at least 700 hours in each of the two (2) previous consecutive payroll years.
- c) Each employee who is a member of the Group RRSP is required to contribute by regular payroll deduction 1% - 5% of regular earnings. Regular earnings shall not include overtime pay, bonuses and commissions. An employee may elect to make voluntary contributions in addition to the 5%. Employees will have the option to revise their contribution rate in January of each year.
- d) The Employer shall contribute, on behalf of each employee, an amount equal to the required contributions of the employee.
- e) The Employer shall deduct the employee contribution and deposit it into the Group RRSP along with the Employers contribution every pay period.

#### **4.09 Health and Welfare**

- a) Full-time employees shall be covered by the Plan B benefit package. The Employer shall pay 65% of the premiums and the employee shall pay 35%. The Employer portion of premiums in addition to the 35% paid by employees to cover short term disability, long term disability and also life insurance in excess of \$25,000.00 value shall be considered a taxable benefit.
- b) Part-time employees who work in excess of fifteen (15) hours per work week shall be covered by the Plan "C" benefit package. The Employer shall pay 65% of the premiums and the employee shall pay 35%.
- c) Part-time and casual employees who work less than (15) hours per work week shall be covered by the IATSE Benefit Plan. The Employer shall pay 1.5% of regular earnings exclusive of overtime toward the premiums. The Employer will remit the total moneys so collected to Local 295 on a quarterly basis, with an accounting of their derivation, at no additional cost to the Union.

#### **4.10 Appearing Before the Public**

When a Member and Permittee is required to work in capacities falling under the jurisdiction of the Union in a costume related to the production, that individual shall receive an additional payment for each performance equal to one hour's pay.

#### **4.11 Television and Film**

It is agreed that when the facilities under the management of the Employer are used for television and video tape recording or for motion picture production, all regular and additional equipment which is normally within the certification and/or competence of the Union shall be handled by Members and Permittees who shall be paid by the Employer at the rates and under the terms and conditions established by this Agreement.

#### **4.12 Overtime**

The parties agree that the hours of work beyond the standard eight-hour work day shall be paid at one and one-half (1½) times the rate which would otherwise be applicable.

Overtime shall be payable at one and one-half (1½) to a maximum of two and one-half (2½) times the rate which would otherwise be applicable, for hours worked on December 31<sup>st</sup>, where the majority of the hours are worked after 4:30 p.m. including the Load Out on January 1<sup>st</sup>.

#### **4.13 Labour Standards Act**

The parties agree that the hours of work and overtime requirements of this Agreement shall adhere to the provisions of the Labour Standards Act.

#### **4.14 Time Sheets**

Members or Permittees hired on an hourly basis shall be paid to the next one-half hour of work. All time shall be recorded in a manner acceptable to the Employer. The Employer shall not be required to pay for time not so recorded.

#### **4.15 Safety Footwear**

- a) Members or Permittees are required to wear closed toe suitable shoe. When safety footwear is not required, runners are acceptable provided they are in good condition. Shoes must be worn fully laced and tied.
- b) For employees required to wear safety footwear, the Employer shall pay one hundred percent (100%) of the replacement costs of safety footwear up to a maximum of one hundred and seventy five dollars (\$175.00) after every 2080 hours worked.
- c) Hours worked for the purpose of safety footwear will be grandfathered to July 24, 2006.

#### **4.16 High Rigger Coffee Break Penalty**

When a High Rigger is not able to take coffee breaks within the first four (4) hours, he shall be entitled to a ½ hour paid break at regular time or a meal supplied by the Employer.

## **ARTICLE 5. GRIEVANCE PROCEDURE**

### **5.01 Grievance Procedure Process**

All differences between the Employer and the Union concerning the interpretation, application, or operation, or an alleged violation of this Agreement, shall be settled without stoppage of work or lockout. In the event of any dispute arising out of this Agreement between the Employer and the Union, the following resolution procedure shall be followed:

The Member and Permittee shall within three (3) working days of the alleged violation submit his complaint in writing to his Shop Steward or Union representative who will within the three days contact the Employer and The Parties shall endeavour to settle the difference; or the Contractor shall within three (3) working days of the alleged violation submit his complaint in writing to his management supervisor who will within the three days contact the Union and The Parties shall endeavour to settle the difference.

If the dispute is not settled with the three (3) working days after being referred under part (a), the complaint shall be referred to the Regina Exhibition Association Limited General Manager or his representative as well as the Business Agent of the Union and they shall endeavour to settle the difference.

If the difference is not settled within seven (7) working days after being referred under part (b) either party may refer the matter to a Board of Arbitration for settlement in the manner as provided for in The Trade Union Act of Saskatchewan.

Where a grievance is referred to Arbitration, the following procedure shall apply:

- i. At the same time the grievance is referred to Arbitration, the Union and the Employer will submit the name of their nominee to the board of Arbitration.
- ii. Within seven (7) days of notifying each other of their nominees for the Board of Arbitration, the nominees shall agree upon a chairperson.
- iii. If no Agreement is reached regarding a chairperson, either party may apply to the Saskatchewan Labour Relations Board and agree to a chairperson mutually or by picking a chairperson from a list of three (3) names submitted by the Labour Relations Board. Each party shall veto one name and return the list to the Labour Relations Board and the Board shall appoint a person who has not been vetoed by either party.
- iv. The decision of the Board of Arbitration, by majority, shall be binding to both parties. The Board of Arbitration shall have no power to alter, modify or amend provisions made in this Agreement.

- v. Each party shall pay its own costs and each shall pay one-half (1/2) of the chairperson's costs.
- vi. The time limits set out herein shall be adhered to, but may be extended if mutually agreed to by both parties.
- vii. The Employer recognizes the right of the Union to appoint Stewards whose duties shall be represent a Member or Permittee and such a Steward will not leave his work except to perform such duties under this Collective Agreement, and permission for such leave shall be obtained from the Employer. The Employer shall grant permission for such leave within one (1) hour if immediate attention is required.

In the event that either party to the Grievance fails to process the grievance in the times stipulated in any of the steps outlined above, the Union or the Employer may proceed to the next step of the grievance procedure.

The majority decision of the Board of Arbitration shall be final and binding on both parties subject to the provisions of the Labour Relations Act. The Board of Arbitration shall not be vested with the power to change, add to, or amend in any way any of the terms of this Agreement

## **ARTICLE 6. TECHNICIAN**

### **6.01 Head Facilities Technician**

The Head Facilities Technician position will be filled on a permanent full time basis with the following conditions:

- a) The Head Facilities Technician will be guaranteed 160 hours/4 week period.
- b) The Head Facilities Technician is scheduled as the Shop Steward when a Shop Steward is required.

### **6.02 Audio-Visual Technician**

- a) Audio-Visual Technician shall be scheduled to work events requiring Audio-Visual equipment. It is understood that Audio-Visual Technician may be required to work on more than one event during a single call.
- b) The minimum call shall be four hours. 4.01, 4.02, 4.03, 4.10, 4.15 shall not apply to Audio-Visual Technician.

### **6.03 Audio-Technician**

- a) Audio Technician shall be scheduled to work events requiring Audio equipment. It is understood that Audio-Visual Technician may be required to work on more than one event during a single call.
- b) The minimum call shall be four hours. 4.01, 4.02, 4.03, 4.10, 4.15 shall not apply to Audio Technician.

## ARTICLE 7. MAJOR EVENTS

- a) Major Event is defined as an event:
  - Scheduled for more than one day
  - With stages in more than one facility/building
  - Where entertainment is ongoing.
- b) Members/Permittees shifts shall be scheduled based on the duration of the shows for the day.
- c) Members/Permittees scheduled to work Major Events shall be paid at the applicable hourly rate. All hours worked in excess of 8 hours per day shall be paid at one and one-half (1.5) times the regular hourly rate. All hours worked between 12:00 a.m. and 8:00 a.m. in excess of the initial call, shall be paid at two (2) times the regular hourly rate.

## **ARTICLE 8 - ANTI-HARASSMENT, DISCRIMINATION & BULLYING**

The following does not limit access to rights or provisions under the Occupational Health and Safety Act or the Saskatchewan Human Rights Code.

- 8.01** All employees and the employer are entitled to work in an environment free from discrimination on the basis of their:
- a) Ancestry, including colour and race;
  - b) National origin;
  - c) Ethnic or linguistic background or origin;
  - d) Religion or creed, or religious belief, religious association, or religious activity;
  - e) Age;
  - f) Gender;
  - g) Sexual orientation;
  - h) Physical or mental disability;
  - i) Criminal charges or criminal record
  - j) Political belief, political association, or political activity;
  - k) Marital or family status;
  - l) Receipt of public assistance;
  - m) Union activity or membership;
  - n) Actual or presumed association with other individuals or groups whose identity or membership is determined by any of the grounds listed above.
- 8.02** It is discrimination to treat an employee or the employer unfavourably because of one of the grounds set out above unless for a bonafide occupational requirement.
- 8.03** The employer accepts that it has a primary responsibility to prevent and stop discrimination on the basis of the grounds set out in Article 8.01 in the workplace. However, each of the union, the employer and the employees recognize that it is their responsibility not to behave in a discriminatory manner toward fellow employees, the employer, contractors, sub-contractors, suppliers or tenants.
- 8.04** Disciplinary measures or grievance arising from discriminatory conduct will be handled as quickly and confidentially as possible. Any level of the grievance procedure may be waived by the employee or the person hearing the grievance subject to the complaint.
- 8.05** Harassment is strictly prohibited under the Saskatchewan Human Rights Code and/or the Saskatchewan Occupational Health and Safety Act. It is the employer's responsibility to provide a workplace free from harassment. No form of sexual personal or other harassment shall be allowed in the workplace or work related situations.

Harassment means any inappropriate conduct, comment, display, action or gesture by a person:

That either:

1. Is based on race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of

origin; or

2. Subject to c) and d) below, adversely affects the worker's psychological or physical well-being and that the person knows or ought reasonably to know would cause a worker to be humiliated or intimidated

Or:

That constitutes a threat to the health or safety of the worker.

To constitute harassment for the purposes of this Article:

1. Repeated conduct, comments, displays, actions or gestures must be established; or
2. A single serious occurrence of conduct, a single serious comment, display, action or gesture that has a lasting harmful effect on the worker must be established.

Bullying is sometimes referred to as personal harassment. This includes any inappropriate behaviour, conduct, comment, display, action or gesture by a person that: adversely affects a worker's psychological or physical well-being; and, the perpetrator knows or ought to reasonably know would cause the worker to be humiliated or intimidated.

The parties agree that the employer's harassment policy shall apply and will be followed when a complaint is filed under this Article in accordance with Occupational Health and Safety and Saskatchewan Human Rights legislation.

## **ARTICLE 9 – VACATION LEAVE**

**9.01** Full-time employees shall be entitled to annual paid vacation leave at their current wage rate as follows:

- i) Less than eight (8) years of service, 3 (three) weeks.
- ii) Eight (8) years of completed service, but less than 12 years of service, four (4) weeks.
- iii) 12 years of completed service, but less than 16 years of service, five (5) weeks.
- iv) 16 years of completed service or more, six (6) weeks.

**9.02** Full-time employees shall be entitled to vacation leave with pay to the extent of their earned entitlement but, when requested, an employee who has completed twelve (12) months of service shall receive an advance on credits up to a maximum of 40 hours for the calendar year.

**9.03** Part-time and Casual employees will receive vacation pay on each pay at a rate of 6% for all hours worked within that pay period.

**9.04** Vacation pay will be paid to all full-time employees through regular payroll process.

**9.05** Where a full-time employee has not used all of his/her vacation leave with pay, the employee shall be entitled to carry over up to ten (10) days to the following calendar year. Carry over beyond ten (10) days must be approved by an out-of-scope manager.

**9.06** When employment of an employee terminates, the Employer shall pay, in addition to all other amounts due the employee, all vacation pay earned at their substantive rate of pay but not received.

## **ARTICLE 10 – SICK LEAVE**

- 10.01** All full-time employees shall accrue sick leave credits at the rate of one (1) day for every completed month of service, excluding unpaid leaves of absence to a maximum of 12 days of sick leave per calendar year. Unused sick leave credits shall accumulate from year to year.
- 10.02** Full-time employees absent from work due to illness shall be paid by deduction from their sick leave credit accumulation to the extent earned.
- 10.03** An employee absent from duty because of illness shall provide to their manager as much notice as possible but such notice shall not be less than four (4) hours.
- 10.04**
- a) All sick leave absences of three (3) days or more shall require a medical certificate.
  - b) The Employer reserves the right to authenticate an application for sick leave by requiring the employee to provide a medical certificate. The cost of such medical certificate shall be paid for by the Employer.

## ARTICLE 11. WAGE SCHEDULE

Effective February 1, 2010

	Show Call	per hour
Facilities Technician		\$22.61
Department Heads/Steward	\$83.68	\$26.09
Truck Loader	\$83.68	\$25.45
Head Rigger/High Riggers	\$83.68	\$29.97
Ground Riggers	\$83.68	\$25.45
Audio Technician	\$83.68	\$19.13
36mm Projectionist	\$83.68	\$19.13
16mm/Video Projectionist	\$83.68	\$19.13
Spotlight Operators	\$83.68	\$19.13
Assistant Dept Heads	\$83.68	\$19.30
Scenic, Hair and Make-up Artists	\$83.68	\$18.09
Stage Hand 2/Wardrobe	\$83.68	\$18.09
Fork Lift Operators	\$83.68	\$19.13
"Short Show Call"		
Stage Hand 1*	\$61.20	\$13.77

\*Note: Permittees must complete 60 hours as a Stage Hand 1 before classified as Stage Hand 2

Effective February 1, 2011

	Show Call	per hour
Facilities Technician		\$23.07
Department Heads/Steward	\$87.06	\$26.61
Truck Loader	\$87.06	\$25.96
Head Rigger/High Riggers	\$87.06	\$30.57
Ground Riggers	\$87.06	\$25.96
Audio Technician	\$87.06	\$19.51
36mm Projectionist	\$87.06	\$19.51
16mm/Video Projectionist	\$87.06	\$19.51
Spotlight Operators	\$87.06	\$19.51
Assistant Dept Heads	\$87.06	\$19.68
Scenic, Hair and Make-up Artists	\$87.06	\$18.46
Stage Hands/Wardrobe	\$87.06	\$18.46
Fork Lift Operators	\$87.06	\$19.51
"Short Show Call"	\$58.93	
Stage Hand 1*	\$62.42	\$14.05

**Effective February 1, 2012**

	<b>Show Call</b>	<b>per hour</b>
Head Facilities Technician		\$25.34
Audio-Visual Technician		\$23.53
Department Heads/Steward	\$87.06	\$27.15
Truck Loader	\$87.06	\$26.48
Head Rigger/High Riggers	\$87.06	\$31.18
Ground Riggers	\$87.06	\$26.48
Audio Technician	\$87.06	\$19.90
36mm Projectionist	\$87.06	\$19.90
16mm/Video Projectionist	\$87.06	\$19.90
Spotlight Operators	\$87.06	\$19.90
Assistant Dept Heads	\$87.06	\$20.08
Scenic, Hair and Make-up Artists	\$87.06	\$18.83
Stage Hands/Wardrobe	\$87.06	\$18.83
Fork Lift Operators	\$87.06	\$19.90
"Short Show Call"	\$60.11	
Stage Hand 1*	\$63.67	\$14.33

**ARTICLE 9. DURATION OF AGREEMENT**

**9.01 Dates Agreement in Force**

This Agreement shall come in force and take effect on and Nov 14, 2012 and shall continue in force until December 31, 2013.

**9.02 Notice to Renegotiate**

Either party wishing to renegotiate or terminate this agreement shall give notice in writing of such desire to the other party not less than thirty (30) days and not more than sixty (60) days prior to the expiry of this Agreement.

**9.03 No Strike; No Lockout**

The terms of this Agreement shall remain in force until a new Agreement is entered into. So long as this Agreement continues, there shall be no strike, slowdown or other disruptive action by the Union and, respectively, there shall be no lockout by the Employer until both parties have exhausted every means of settlement covered by the Saskatchewan Labour Relations Board.

All previous contracts are hereby declared null and void.

Signed on behalf of the Union:

Dannyll Challin  
President  
\_\_\_\_\_

Signed on behalf of the Employer:

E. Shoulac  
[Signature]  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**BETWEEN:** Regina Exhibition Association Limited, Regina, Saskatchewan, hereinafter referred to as the Employer.

**AND:** Local 295 International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, hereinafter referred to as the Union.

**Re: 2013 Re-negotiations**

Both parties agree that an International Representative from I.A.T.S.E. will be present during re-negotiations upon the expiry of this collective agreement.

Signed this 14 day of November, 2012.

Signed on behalf of the Union.

*Darryl Challin*  
President

Signed on behalf of the Employer.

*R. Shulda*  
*[Signature]*

