

Collective Agreement between

**SASKATCHEWAN CENTRE OF THE ARTS
200 LAKESHORE DRIVE
REGINA, SASKATCHEWAN**

and

**LOCAL #295
OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES AND MOVING PICTURE MACHINE
TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED
STATES ITS TERRITORIES AND CANADA**

AFL-CIO-CLC-SFL

Effective from July 1, 2013 until June 30, 2016.

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ARTICLE I

SCOPE

It is further mutually agreed:

COLLECTIVE AGREEMENT

This "Agreement" made this ____ day of January, 2013 by and between the Saskatchewan Centre of the Arts, hereinafter referred to as the employer, of Regina city, Province of Saskatchewan and, Local No. 295 of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Technicians, Artists and Allied Crafts of the United States its Territories and Canada, hereinafter referred to as the Union.

1.01 Definition of the bargaining unit...

The Executive Director and all the Board of Directors of the Saskatchewan Centre of the Arts 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 issued regarding all employees employed as:

Stage Carpenter, Stage Lighting Technician, Head Audio Technician, Chief Engineer, Power Engineers and Maintenance Electricians, Electricians, Projectionists, Head Flyman, Flymen, Head Propertyman, Assistant Propertyman, Head Wardrobe, Assistant Wardrobe, Makeup and Hair, Assistant Carpenter, Assistant Lighting Technician, Assistant Audio Technician, Head Rigger, Riggers, Spotlight Operators, Stage Hands, Truck Loaders, Film and Television Technicians and Wardrobe Attendants employed by the Saskatchewan Centre of the Arts.

1.02 UNION: The union agrees at all times to furnish competent personnel to perform work duties as required by the employer. The union further undertakes that it will ensure a supply of trained personnel in all capacities within the scope of this Collective Agreement.

The employer retains the right to reject any employee offered by the Union if the employee is deemed incompetent by the employer. The employer must provide their rational of unsuitability or incompetence when exercising this right.

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

1.04 The positions of Stage Carpenter, Head Audio Technician, Stage Lighting Technician, Power Engineers, Maintenance Electrician, and Chief Engineer shall be considered full-time employees of the employer. The employer shall have sole right to select qualified individuals for these positions in consultation with the Union. First consideration will be given to the senior members of the I.A.T.S.E. Local 295.

If the employer determines that no member of I.A.T.S.E. Local 295 is qualified for the position, the employer may hire from outside the Union in consultation with the Union.

All other employees within the I.A.T.S.E. Jurisdiction will also be considered as employees of the employer, but will be supplied by I.A.T.S.E. in accordance with Article 1.02 (Union). I.A.T.S.E. will also supply part-time personnel employed, in all areas of work within the Unions jurisdiction.

- 1.05 The Employer further agrees that all work within the union's jurisdiction including stage carpentry, lighting, audio, staging, engineering, electrical and building maintenance shall be performed by the I.A.T.S.E. Union.

ARTICLE II

DEFINITION OF OCCUPATIONS

The definitions of occupations are intended as a generalization for permanent employees' job descriptions. Employee job descriptions are to be supplied by the employer.

- **Stage Carpenter**

The Stage Carpenter shall be responsible for all stage departments and personnel. The stage carpenter shall organize and delegate all work in this department; this includes the construction, painting, moving, striking and handling of all stage scenery, sets, parts of sets including drops and drapes. The Stage Carpenter shall maintain in good working order all equipment within his department.

- **Stage Lighting Technician**

The Lighting Technician shall be responsible for all equipment and personnel required for the running of all lighting equipment and accessories, the placing and focusing of all lights and lighting, power cables and accessories and the operation of the same, and shall have a good working knowledge of all lighting instruments. The Stage Lighting Technician shall maintain in good working order all equipment within his department.

- **Head Audio Technician**

The Head Audio Technician shall set up all speakers, sound consoles, run cables, set microphones, and operate all sound equipment. The Head Audio Technician shall maintain in good working order all equipment within his department.

- **Chief Engineer**

The Chief Engineer shall be responsible for the Engineering and Electrical Department and its personnel. The Chief Engineer shall organize and delegate work in this department including engineering, plant equipment maintenance, and building maintenance work.

- **Maintenance Electrician/Power Engineer**

The Maintenance Electrician shall be responsible for power distribution and electrical maintenance. The Maintenance Electrician is also responsible for operating and maintaining plant equipment and related systems. The Maintenance Electrician reports to the Chief Engineer.

- **Power Engineer**

The Power Engineer shall be responsible for operating and maintaining plant equipment and related systems, including general building maintenance work. The Power Engineer reports to the Chief Engineer.

ARTICLE III

MANAGEMENT RIGHTS

MANAGEMENT RIGHTS

ARTICLE III: MANAGEMENT RIGHTS

- 3.01 The employer shall have 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 shall obey all rules and directions of any authorized representative of the employer in so far as they do not conflict with the terms of this Agreement, with the by-laws and working rules now in force of the Union, or with the rules and regulations of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Technicians, Artists and Allied Crafts of the United States its territories and Canada, as outlined in Appendix 1.
- 3.02 As the Union is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States its territories and Canada, nothing in this Agreement shall ever be construed to interfere with any obligation the Union owes to such International Alliance by reason of a prior obligation, as outlined in Appendix 1, of the IA International Constitution
- 3.03 The Union agrees to supply the same crew of workmen for performance preparation, rehearsals, and performances of a production and that substitutions will be made only in the case of injury, accident, sickness, or by request of the employer after consulting with the Stage Carpenter.
- 3.04 Selection of qualified part-time personnel 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 Stage Carpenter or the Chief Engineer in regard to their respective work areas.

- 3.05 Work performed for other than the Centre: In case of work done within the Centre for persons or companies other than the Centre, the time so worked shall be calculated separately and shall be included in the computation of the work week or the work day of the employee whether or not the wage payments are collected by the Centre on behalf of the worker. Provided nevertheless that sums of money earned by an employee on a weekly basis while performing work in the Centre for others shall be applied to the weekly earnings of that employee.
- 3.06 Notice of meetings may be affixed to a board designed for this purpose. All such notices may be signed by a representative of the Union and must be approved and initialed by management.
- 3.07 Union Security - Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment and every new employee whose employment commences hereafter, shall, within thirty (30) days after the commencement of his employment, apply for and maintain membership in the Union
- 3.08 Reduction of Crew and Yellow Card: The employer agrees to honor the minimum crew specified on the Yellow Card where such is applicable and further agrees not to reduce the number of members except that such production has been modified in this respect. When a yellow card applies, the employer shall have access to a copy in the event of a dispute.
- 3.09 Minimum staffing requirements shall be determined by the Stage Carpenter and Chief Engineer. The Executive Director or his designate may review the requirements as set out by the Stage Carpenter/Chief Engineer and consult further with the Stage Carpenter/Chief Engineer as to the appropriateness of the requirements. If no resolution is forthcoming, the Executive Director or his designate may make the final determination regarding minimum staffing requirements.

ARTICLE IV

CONDITIONS OF EMPLOYMENT APPLYING TO FULL-TIME EMPLOYEES

ARTICLE IV: CONDITIONS OF EMPLOYMENT

APPLYING TO FULL-TIME EMPLOYEES

4.01 a) Work on Statutory Holidays

All work performed on a statutory holiday shall be paid in accordance with provincial labour laws at the rate of time and one-half (1 ½) above the applicable hourly rate.

b) Work on December 31st.

All time worked between the hours of 6:00 pm and 12 midnight on December 31st will be paid at the rate of time and one half (1 ½) above the applicable hourly rate to a maximum of 2 ½ times the applicable rate.

4.02 Computation of Time:

All time and overtime shall be computed to the next one quarter (1/4) hour. All time worked shall be recorded through methods acceptable to the Employer. The Employer is not required to pay for time worked that is not so recorded.

Payment of wages shall be bi-weekly for a total of twenty-six (26) pay periods per year.

4.03 Probationary Period

All new employees hired shall serve a probationary period of six (6) months, during which time the Employer shall assess the employees suitability for ongoing employment.

If, during the probationary period, the Employer determines that the employee's performance is unsuitable, the employee's employment may be terminated. Prior to termination, the employer will supply to the union their rationale for exercising this option.

4:04 Layoff and Recall

- a) In the event of lay-off, Employees shall be laid off in reverse order of seniority.
- b) Employees are to be given two weeks' notice of lay-off for the first year of employment. If an Employee has more than one year of

employment, Saskatchewan Labour Standards shall apply (1-3 yrs = 2 weeks, 3-5 yrs= 4 weeks, 5-10 yrs = 6 weeks, over 10 yrs = 8 weeks). In addition, where an Employee has more than ten years of employment, the number of weeks' notice of lay-off shall be increased by one additional week for each year of employment in excess of ten years.

- c) The last Employee laid off will be given first right of recall in their respective departments. If an Employee is recalled from a lay-off, he shall be given fourteen (14) days written notice of recall and has said period of time to accept or refuse recall. If Employees have equal qualifications, seniority shall be the determining factor.
- d) No new Employee shall be hired in the Engineering and Electrical Department and Permanent Stage Carpenter, Permanent Sound Tech, and Permanent Lighting Tech positions until those employees on lay-off have the the opportunity to accept recall.

4.05

Authorized Leave

- a) All requests for leave to be absent from work such as vacation leave, overtime banked or unpaid leave of absence, shall be approved by the Employer's designate; leave of one week or more will require seven (7) days written notice. The Executive Director or designate upon receipt of said written notice shall respond no later than the seventh day. Once approved in writing, these dates are guaranteed. The Stage Carpenter/Chief Engineer shall at that time provide the Employer's designate with the name of a mutually agreeable temporary replacement.
- b) All employees will indicate in writing by June 1st, where possible, of each year the period of time in which they wish to take vacation leave. All such requests are subject to review and approval of the Executive Director or designate. The Executive Director or designate shall upon receipt of vacation leave request indicate in writing such approval or disapproval within 14 days.
- c) The temporary replacement, if required, must be qualified and fully trained to perform all of the duties of the position. The Executive Director or his designate shall determine, in consultation with the Stage Carpenter/Chief Engineer if the temporary replacement is sufficiently qualified.
- d) Leave will only be approved if the operation of the Employer will not be unduly disrupted.

4.06 Bereavement Leave

The Centre shall grant three days with pay following the date of the death of an employee's immediate family, to any employee who has completed three months of continuous employment.

Labour Standards requires the employer to grant a leave of up to five working days without pay and without dismissal or discipline to any employee who, after three months of continuous employment with the Centre, experiences the death of a member of his immediate family. This leave must be taken within the period commencing one week before and ending one week after the funeral relating to the death in respect of which the leave is granted.

Immediate family means a spouse, parent, child, sister, brother, mother-in-law, father-in-law or common-law spouse.

Employees may be granted one day off with pay on the death of a grandfather, grandmother, grandson and granddaughter.

4:07 Parental Leave

Maternity Leave

Every employee who has been employed by the Centre for a continuous period of 12 months or more is eligible to apply for maternity leave.

The employee must submit to her department manager an application in writing for leave at least four weeks before the date she wishes to begin her leave. A certificate of a qualified medical practitioner may be requested.

Length of Leave - Eligible employees are entitled to sixteen (16) weeks leave and may apply for an extension of up to twenty-four (24) weeks.

Maternity Leave may commence at any time during the twelve (12) week period immediately preceding the estimated date of delivery, and at a minimum, an employee will give two weeks written notice (based on their estimated date of delivery) of the day she intends to commence maternity leave.

Two weeks before the expiration of approved maternity leave an employee shall provide her manager or supervisor written notice of the day she intends to return to work. An employee who indicated her date of return in her written notice to commence leave may telephone her manager/supervisor and confirm her date of return.

Paternity Leave

An employee who has been in the Centre's employment for a continuous period of 12 months or more, and submits to the employer a written application for leave at least four weeks before the day specified by him in

the application as the day he intends to commence leave, may take a period of not more than six weeks paternity leave.

Adoption Leave

An employee who has been in the Centre's employment for a continuous period of at least 12 months, and submits to the employer a written application for leave at least four weeks prior to the date of adoption of a child may take a period of not more than six weeks adoption leave.

4:08

Vacations

After one (1) year of completed service, employees shall be entitled to three (3) weeks vacation per year.

After ten (10) years of completed service, employees shall be entitled to four (4) weeks of vacation per year.

After fifteen (15) years of completed service, employees shall be entitled to five (5) weeks of vacation per year.

4.09

Overtime to be Banked

The parties agree that all overtime will be banked. Scheduled bank time off will be mutually agreeable where possible or will be available, upon request, for payout on the payout dates. Payout dates for overtime will be March 1, and September 1 of each year. Time taken in lieu shall be considered as time worked. An employee shall, with one week written notice, be permitted one additional payout request per year for a maximum of one hundred hours.

4.10

The parties agree that the hours of work and overtime provisions and benefits contained herein are equivalent to, or more favorable than those provided for in *The Labour Standards Act*.

4:11

Sick Leave

Full-time employees covered under this Agreement shall accumulate sick leave at the rate of one and one-quarter (1 1/4) days per month to a maximum credit of seven (7) months, (150 working days). Employees shall not be eligible to take sick leave with pay during their first three months of employment.

Sick leave with pay shall be granted on all occasions of illness which require absence from work, but not in excess of the credit.

4:12

Car Allowance

The Government rate per kilometer shall be paid to employees who are required to leave the Centre to pick up parts or supplies for the employer. A record shall be kept of kilometers accumulated and said allowance shall

be paid on a yearly basis at year end, March 31 when travel is authorized by the employer's representative. The Employer agrees to notify the Union of each change in the rate.

4:13 Dental Plan

The employer agrees to enroll the full-time employees into the Public employees Dental Plan and pay the premiums of said plan, currently 1% of the employees annual salary.

4:14 Pension

Full-time employees as identified in Article II of this Collective Agreement shall as a condition of employment participate in and contribute to PEPP as provided by the *Public Employees Pension Plan* of the Province of Saskatchewan. The Pension Fund is shared equally by employee and employer as follows:

For the 3 Permanent Stage Positions each will contribute 7.5%

For the Permanent Engineering positions each will contribute 6%

4:15 Group Life Insurance

Full-time employees shall as a condition of employment participate in the Group Life Insurance Plan of the Province of Saskatchewan. The options vary per employee choices. The employer pays \$42.00 annually per eligible employee.

4:16 Occupational Health and Safety

- a) The Occupational Health and Safety committee as established shall allow for two union representatives - one from the Stage and one from the Engineering Department.
- b) *The Saskatchewan Occupational Health and Safety Act* shall be followed by both parties as explained in the Occupational Health Committee Manual. Both parties agree to hold meetings mutually agreed upon to a minimum of four (4) meetings per year.
- c) If a disagreement regarding Occupational Health and Safety concerns cannot be resolved, these concerns shall be referred to the Occupational Health Officer of the Department of Labour, or these concerns shall be resolved in the manner stated in the Saskatchewan Occupational Health and Safety Act.
- d) Time spent in Occupational Health and Safety meetings shall be considered to be time worked and shall be so computed, payment being made on the basis of straight time. Meetings may take place during employee's normal shifts.

4:17 Disabilities Income Plan

Full-time employees shall as a condition of employment participate in the Provincial Government Disability Plan. The cost of this plan is 1.08% of employees annual salary and will be shared by the Employer and employee.

4.18 Any future changes or additions to the Health & Benefit Plans as agreed to in sections 4:12 to 4:16 shall include all full-time employees as identified in this Collective Agreement.

ARTICLE V

**CONDITIONS OF EMPLOYMENT
APPLYING TO FULL-TIME EMPLOYEES - STAGE**

ARTICLE V: CONDITIONS OF EMPLOYMENT
APPLYING TO FULL-TIME EMPLOYEES - STAGE

- 5:01 All areas of employment within the Centre, including the Jubilee Theatre, where no dividing line can be easily drawn between audience and performer, shall function with a maximum amount of cooperation between the performing company / client group and the employees governed by the Collective Agreement.
- 5:02 Work by Members before the public.
- When a member is required to work in capacities falling under the jurisdiction of the Union in a costume related to the production that member shall receive an additional payment for each performance equal to one regular hour's pay.
- 5:03 Television and Film: It is agreed that when the Centre is used for television, video tape, or Motion picture making, all regular and additional equipment which is normally within the jurisdiction and/or competence of the Union shall be handled by members who shall be paid by the Centre at the rates and under the terms and conditions established by this agreement.
- 5:04 Photo Calls, that is, made specifically for the purpose of photography and production shall be paid for at the prevailing hourly rate with a minimum call of three hours for the required performance crew.
- 5:05 Full-time personnel shall make themselves available to the Centre for a minimum of forty (40) hours per week, and at such times when there is no work relevant to the main stage they shall be prepared to work in the Jacqui Shumiatcher Room, Convention Hall and the other areas of the Centre in accordance with Clause 5.01.
- 5:06
- A) work day - the work day shall consist of 8 hours excluding the rest break.
 - B) work week - the work week shall consist of 40 hours between 08:00 and 24:00 Monday to Saturday.
 - C) Minimum call shall be 3 hours at the employees applicable hourly rate of pay.
- 5:07 Rest Periods
- After five consecutive hours of work, employees are entitled to one (1) hour unpaid rest or one-half hour paid rest, at the discretion of the Centre or the lessee. Where, in emergencies, the Centre or the lessee finds it impractical to schedule such a period, members will be paid at time and one-half (1 1/2) the applicable rate, beginning at the sixth hour and continuing until such break is received.

5:08 Overtime:

- A) Time worked in excess of 8 hours in one day (not including meal breaks) shall be paid or taken in lieu at the rate of time and one half.
- B) Time worked between 00:01 and 08:00 am shall be paid at the rate of time and one half.
- C) All work performed on a Sunday, including rehearsals and performances shall be paid at double time the applicable hourly rate.

ARTICLE VI

CONDITIONS OF EMPLOYMENT APPLYING TO PART-TIME EMPLOYEES - STAGE

**ARTICLE VI: CONDITIONS OF EMPLOYMENT APPLYING
TO PART-TIME EMPLOYEES - STAGE**

- 6.01 - Loading and Unloading: When the employer must provide the personnel for loading and unloading sets, equipment or other stage properties arriving by train, truck or bus for performance at the Centre, the Employer agrees to employ for this purpose members of the Union. Payment for this work shall be the applicable rate per load and hourly rate waiting time.
"Waiting time shall begin after a maximum standing time of one half hour per truck during loading and unloading. Waiting time stops when a new truck begins to be unloaded. All time in excess of eight hours shall be paid at time and one half."
- 6:02 Performances
For the purpose of pay computation, a performance shall be deemed to be a working period of three and one-half (3 1/2) hours, beginning one-half (1/2) hour before the commencement of the performance and ending at the time of the final curtain. Provided that any performance not longer than two hours will be considered as a period of three hours and paid for at the hourly rate. All time worked in excess of the period of time for a performance shall be paid for at the applicable hourly rate.
- 6:03 Dress Rehearsals
Dress rehearsals shall be so considered if all the elements necessary to a performance are present and used including but not limited to costumes, make-up, sets, lights, properties, sound, artists, and orchestra, and if the rehearsal is counted as a performance. A dress rehearsal shall be considered to be a performance for the computation of time and pay.
- 6:04 Continuity of service
The call for a performance or rehearsal may be extended for at least one hour after such call for any purpose and such addition or extension shall be paid for at the applicable hourly rate.

6.05

Part-time employees for work other than for performance, rehearsals, loading or unloading.

Pay for work other than for performances, rehearsals, loading and unloading shall be calculated in the following manner:

- a) Overtime shall be worked when required by the employer or lessee, and shall apply after 8 hours per day or after 40 hours per week. The rate shall be 1 1/2 the applicable hourly rate.
- b) The work week shall consist of 40 hours Saturday to Saturday 08:00 to 24:00 each day. Any hours worked that fall between 00:01 am and 07:59 am will be paid at 1 1/2 the applicable hourly rate.
- c) Statutory holidays & Holiday Pay: Part-time employees shall be paid in accordance with the Labour Standards Act.
- d) Work on December 31st.
All time worked between the hours of 6:00 pm and 12 midnight on December 31st will be paid at the rate of time and one half (1 1/2) above the applicable hourly rate to a maximum of 2 1/2 times the applicable rate.
- e) Minimum call for part-time employees: Load in – 3 hrs: Show – 3 1/2 hrs: load out – 4 hrs.

6:06

Computation of time

Payment of wages shall be bi-weekly. Members employed on an hourly basis shall be paid to the next one-quarter (1/4) hour of work. All time worked shall be recorded through methods acceptable to the employer and the employer is not required to pay for time not so recorded.

6:07

Meal Breaks / Rest Breaks

After five consecutive hours of work, employees are entitled to one (1) hour unpaid rest or one-half hour paid rest, at the discretion of the Centre or the Lessee. Where, in emergencies, the Centre or Lessee finds it impractical to schedule such a period, members will be paid at time and one-half (1 1/2) the applicable hourly rate, beginning at the sixth hour and continuing until such break is received.

After two hours of work, employees are entitled to a fifteen (15) minute break.

- 6:08 Work by members before the public: When a member is required to work in capacities falling under the jurisdiction of the Union in a costume related to the production that member shall receive an additional payment for each performance equal to one regular hour's pay.
- 6:09 Television and Film: It is agreed that when the Centre is used for television, video tape, or Motion picture making, all regular and additional equipment which is normally within the jurisdiction and/or competence of the Union shall be handled by members who shall be paid by the Centre at the rates and under the terms and conditions established by this agreement. If their performance is attended by the public who have paid admission, then the performance rates shown will be payable.
- 6:10 Photo Calls, that is, calls made specifically for the purpose of photographing a production shall be paid for at the prevailing hourly rate within a minimum call of three hours for the required performance crew.
- 6:11 Workers' Compensation
- All employees referred to under Article 6 shall be covered by the *Worker's Compensation Act*.
- 6:12 The Labour Standards Act
- The parties agree that the hours of work and overtime provisions contained herein are equivalent to, or more favourable than, those provided by *the Labour Standards Act*.
- 6:13 Pensions
- Every part-time and casual employee who is eligible to elect to participate in the Public Employees Pension Plan Act shall not, as a condition of employment, elect to participate in that plan and instead shall participate in a Union pension plan. The Employer shall contribute to the plan quarterly an amount equal to 2% of the salary, including holiday pay, paid to each participating employee.
- 6:14 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, at no additional cost to the Union.
- 6:15 Statutory Holiday Pay:
The Employer will pay, to each Part-Time Employee, Statutory Holiday pay in each pay period equal to 3.85% of the Employee's earned wages for that pay period, exclusive of overtime and annual holiday pay. If changes to provincial laws or regulations dealing with Statutory Holidays shall come take effect during the duration of this agreement, the Parties will negotiate appropriate revision to this sub-article.

6.16 **Health & Welfare Program**

The Employer will contribute quarterly 1.5% to a Union run Health & Welfare fund of the employees gross wages (including holiday pay) for all work performed at the Saskatchewan Centre of the Arts effective July 1, 2003. This does not include permittee employees.

6.17 **House Carp/Audio/Lighting Employee Benefit Plan**

Following a qualifying period of twenty six (26) weeks, where the employee has worked at least three hundred and ninety (390) hours, the employee shall be eligible for enrollment in the Centre's benefit package. The initial qualifying period shall be calculated exclusive of a four (4) week period during the months of July and August. Following the initial qualifying period, the employee's continued eligibility will be based on working a minimum of three hundred and ninety (390) hours in the previous year, exclusive of approved leaves of absence, leaves due to Workers' Compensation or disability leave. The House Carp/Audio/Lighting Employee not meeting the above eligibility requirements and/or not enrolling, shall receive the same contributions as the other part-time employees.

6.18 **Full-time Stage Employees -- Perm Stage/Audio/Lighting**

One permanent replacement shall be hired for each position. The permanent replacement shall be given the first opportunity to replace and/or substitute for the full-time stage employee when they are unavailable.

Temporary replacements may be hired for each position. The temporary replacements shall be given the first opportunity to replace the permanent replacement when they are unavailable.

The permanent replacements and/or temporary replacements shall be paid the House Carp/Audio/Lighting (Permanent and/or Replacement) rates in Schedule A.

If a permanent replacement replaces a full-time stage employee for a continuous period of three (3) months, they shall then be moved to the Year 1 rate of the full-time stage position until the full-time stage employee returns.

There shall be no guarantee of hours for permanent and/or temporary replacements.

ARTICLE VII

**CONDITIONS OF EMPLOYMENT APPLYING TO THE ENGINEERING AND
ELECTRICAL DEPARTMENT**

ARTICLE VII: CONDITIONS OF EMPLOYMENT
APPLYING TO THE ENGINEERING AND ELECTRICAL DEPARTMENT

7.01 Seniority

- a) Seniority shall be defined as the length of continuous service with the Employer and for this Agreement is effective from the first day of permanent employment.
- b) Seniority shall continue to accumulate when an employee is absent for approved leave such as sick leave, workers' compensation, maternal leave, vacation and any other leave approved by the Employer.

7.02 Vacancies and Promotions

Vacancies and promotions within the Engineering and Electrical Department will be filled on the basis of both qualifications and seniority. The employees will be entitled to bid for the position being posted.

7.03 Hours of Work for Engineers and Maintenance Electricians

The normal hours for employees covered will be eight (8) hours per day including a one half hour paid lunch/dinner break and forty hours per week . The week is defined as seven consecutive days with each day consisting of twenty-four hours.

Any mutually agreeable shift schedule or shift may be implemented with one weeks notice prior to the start of the next two week schedule.

These hours will be scheduled in advance by the Chief Engineer and approved by the Operations Manager. As per Labour Standards minimum calls shall be a minimum of three hours, at the Employee's applicable hourly rate.

Any time in excess of eight hours per day or forty hours per week must be approved by the Operations Manager.

7.04 Clothing

Each engineer and maintenance electrician shall receive two (2) shirts and two (2) pairs of trousers annually. One (1) additional shirt, One trousers, One (1) pair of coveralls and one (1) shop coat, shall also be supplied as required.

7:05 **Earned Days Off**

The Engineers will work an 8 1/4 hour shift with the 1/4 hour additional going towards their 18 EDO's per year - with the exception of the 23:00 - 7:00 shift who will work an 8 1/4 hour shift and receive credit for an additional 1/4 hour each shift. All EDO's must be used in the fiscal year they are accumulated.

7:06 **Temporary Replacements:** An employee temporarily filling a position paying a Higher rate of pay, shall receive the year 1 rate of the position being replaced.

ARTICLE VIII
STATUTORY HOLIDAYS

ARTICLE VIII: STATUTORY HOLIDAYS

8.01 The following days shall be considered as statutory holidays:

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

When a New Year's Day, Canada Day or Christmas Day fall on a Sunday, the next day following thereof is in lieu of this, considered a holiday. All statutory holiday pay shall be in accordance with the provincial laws dealing therewith.

ARTICLE IX
WORKERS COMPENSATION

ARTICLE IX: WORKERS COMPENSATION

9.01

Workers compensation

The Centre agrees to cause all members supplied by the Union to be covered under the provisions of *The Workers Compensation Act* or similar insurance coverage with the benefits provided by the said act.

ARTICLE X

TERMINATION OF EMPLOYMENT AND DISCIPLINE

ARTICLE X - TERMINATION OF EMPLOYMENT AND DISCIPLINE

- 10.01 The Employer shall have the right to refuse to hire and the right to dismiss from a position and the right to discipline any person supplied by the Union or any employee, as the case may be, for which the Employer has just cause.
- 10.02 An employee may, upon written request to the Employer, review his personnel file in the presence of the Employer and the Union representative.
- 10.03 A copy of any document or other information placed in the employee's file which may be used for disciplinary action or dismissal in the future shall be supplied to the employee and to the Union representative within two weeks. All copies of such documents shall be removed from the employees file after a period of thirty-six (36) months has elapsed providing no similar reoccurrence has occurred.
- 10.04 In any disciplinary action, the Employer will follow accepted procedure for Progressive Discipline.

ARTICLE XI
DISCIPLINE AND TIME SHEETS

ARTICLE XI - DISCIPLINE AND TIME SHEETS

11:01

Subject to direction they may receive from the Employer, the Stage Carpenter and the Chief Engineer shall be responsible in consultation with management for discipline backstage or in the Engineering and Electrical Department in respect to all stage employees / engineers / maintenance electricians subject to this Collective Agreement. They will, moreover, check and forward time sheets and various accounts of employees to management. If the work is performed for others than the Centre they will have these documents signed by the lessee or his representative where signatures are deemed necessary by the Employer.

ARTICLE XII
GRIEVANCE PROCEDURE

ARTICLE XII - GRIEVANCE PROCEDURE

12:01 All differences relating to the interpretation, application or any alleged violation of this Agreement shall be dealt with by the Employer by their Executive Director and or their Board of Directors and by the Executive of the Union. Their decision shall be final.

12:02 In the event of a grievance, the Union or the Employer shall, within thirty (30) days of the alleged grievance, file in writing a notice outlining said grievance to the Employer or Union. This notice shall include the sections of the Agreement alleged to have been violated and the nature of the remedy sought.

The Employer or the Union, as the case may be, shall, within fourteen (14) days of receiving notice of alleged grievance, render a decision on the resolution of the grievance.

12:03 If either of the parties is not satisfied with the proposed remedy, then the grieved party shall have the right to refer the grievance to the Board of Arbitration.

12:04 **Composition of the Board of Arbitration**

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

- a) 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.
- b) Within seven (7) days of notifying each other of their nominees for the Board of Arbitration, the nominees shall agree upon a chairperson.
- c) 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.
- d) 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.

- e) Each party shall pay its own costs and each shall pay one-half (1/2) of the chairperson's costs.
- f) The time limits set out herein shall be adhered to, but may be extended if mutually agreed to by both parties.
- g) The Employer recognizes the right of the Union to appoint stewards who's duties shall be represent an employee 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.

12.05 So long as this agreement continues there shall be no strike, slowdown or disruptive action by the Union. Respectively there shall be no lockout by Management until both parties have exhausted every means of settlement covered under the Saskatchewan Labour Relations Board.

12.06 All meetings involving Employees under this Agreement for the purpose of hearing of grievances, shall be conducted during working hours, and no Employee attending such meeting shall suffer loss of pay for time so spent. The Employer shall not be responsible to compensate any Employee for more than four hours pay for any such meeting to a maximum of four employees.

ARTICLE XIII
MISCELLANEOUS

ARTICLE XIII - MISCELLANEOUS

13:01 Rental

When the Centre rents, leases or otherwise permits the use of its venues to a third party, the Centre agrees to undertake to collect wages due to the members, provided that the Union provides the Centre with a signed quotation of such wages at least six hours prior to the end of the last performance. This clause shall not apply where a relevant contract exists between the Union and the third party.

13:02 The Centre agrees that all scenic items produced in the Centre's shops shall bear the I.A.T.S.E. Local 295 crest.

13:03 Credits in house programs shall be given to full-time stage employees, with a credit also given to the I.A.T.S.E. Local #295 for supplying the stage crew.

13.04 When the Centre rents, leases or otherwise permits the use of its venue to a third party with Audio Visual requirements, it will make every effort to advise the third party, that the Union has available and qualified personnel to assist if required.

ARTICLE XIV
WAGE SCHEDULE

Wages:

Position	2013-14		2014-15		2015-16	
		w/Supplement		w/Supplement		w/Supplement
Projectionist	27.12	<u>27.94</u>	27.53	<u>28.35</u>	28.01	<u>28.85</u>
Head Fly/Head Properties/ Asst Carp/Asst Audio/Asst Lighting/Riggers/Spot/Head Wardrobe	19.41	<u>19.99</u>	19.70	<u>20.29</u>	20.05	<u>20.65</u>
Stage Hands/ Wardrobe	17.75	<u>18.28</u>	18.01	<u>18.55</u>	18.33	<u>18.88</u>

Truck Loader	<u>2013-16</u>
1 Truck	\$56.26
2 Trucks	\$50.98
3 or More Trucks	\$47.82

**House Carp/House Audio/House Lighting
Permanent and/or Replacements**

	Probation	Year 1	Year 2	Year 3
2013-14	21.47	22.56	23.72	24.85
2014-15	21.79	22.90	24.07	25.22
2015-16	22.17	23.30	24.49	25.66

Department Head House Carp-House Audio-House Lighting

2013-14	24.25	25.48	26.68	27.89
2014-15	24.61	25.86	27.08	28.31
2015-16	25.05	26.31	27.56	28.80

Chief Engineer

2013-14	24.61	25.86	27.08	28.31
2014-15	24.98	26.24	27.49	28.73
2015-16	25.42	26.70	27.97	29.23

Electrician/Engineer

2013-14	21.26	22.35	23.48	24.60
2014-15	21.58	22.68	23.83	24.97
2015-16	21.95	23.08	24.25	25.41

Engineer

2013-14	17.70	18.42	19.83	21.24
w/Supplement**	18.76	19.53	21.02	22.51
2014-15	17.96	18.70	20.13	21.55
w/Supplement	19.04	19.82	21.33	22.85
2015-16	18.28	19.02	20.48	21.93
w/Supplement	19.37	20.17	21.71	23.25

**Engineer Supplement wage not retroactive – takes effect October 13, 2013.

ARTICLE XV: DURATION CLAUSE

Duration of agreement: This agreement shall come into force and take effect as and from the First (1) day of July, 2013 and shall continue in force until the 30th day of June, 2016 and from year to year thereafter in accordance with the provisions of The Trade Union Act of Saskatchewan.

Either party wishing to renegotiate or terminate this agreement shall give notice, in writing of such desire to the other party NOT LESS THAN 30 AND NOT MORE THAN SIXTY (60) DAYS prior to the expiry date of this agreement.

If notice to renegotiate has been given by either PARTY and negotiations are not concluded on the expiry date of this agreement then this agreement shall remain in force until a new agreement is entered into.

All previous contracts are hereby declared null and void.

This contract to be in force and binding from the first day of July 2013 until the 30th of June, 2016.

THE SASKATCHEWAN CENTRE OF THE ARTS



Executive Director

I.A.T.S.E. LOCAL 295 REGINA



I.A.T.S.E. Representative

LETTER OF UNDERSTANDING

Between: Saskatchewan Centre of the Arts, 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: 2016 Re-negotiations

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

Signed this 31 day of ^{8th}~~November~~, 2013.

Signed on behalf of the Union

Dry Chang

Signed on behalf of the Employer.

Pat B...

Colleen...
