

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE GLOBE THEATRE SOCIETY,**  
situated at 1801 Scarth Street,  
in the City of Regina, in the Province of Saskatchewan

**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**

**FROM JUNE 25, 2012**

**TO**

**JUNE 30, 2015**

## INDEX

<b><u>TABLE OF CONTENTS</u></b>	<b><u>PAGE</u></b>
Preamble .....	4
Article 1     Management Rights and Obligations .....	4
Article 2     Recognition .....	5
Article 3     Grievance and Arbitration.....	6
Article 4     General Conditions of Employment	
4.1 - Union Dues.....	7
4.2 - Access to Premises.....	7
4.3 - Rules and Regulations .....	7
4.4 - Knowledge of Rules and Regulations.....	8
Article 5     Contract Dates and Engagement	
5.1 - Contract Dates.....	8
5.2 - Engagement .....	8
Article 6     Discipline and Termination of Employment	
6.1 - Progressive Discipline.....	9
6.2 - Impairment by Alcohol or Drugs.....	9
6.3 - General Termination of Employment.....	9
6.4 - Review of Disciplinary Records.....	9
Article 7     General Conditions of Engagement	
7.1 - Call.....	10
Article 8     Hours of Work	
8.1 - Basic Work Day.....	10
8.2 - Meal Break and Coffee Break.....	10
8.3 - Basic Work Week.....	11
8.4 - Day of Rest.....	11
8.5 - Special Scheduling of Working Hours.....	11

Article 9	Overtime	
	9.1 - Overtime.....	11
	9.2 - Prior Approval of Overtime.....	12
	9.3 - Notice of Changes and Overtime.....	12
	9.4 - Banked Overtime.....	13
	9.5 - Recording Banked Overtime.....	13
	9.6 - Taking Banked Overtime.....	13
Article 10	Time Sheets, Time Records and Direct Deposit.....	14
Article 11	Employee Benefits.....	14
Article 12	Sick Leave.....	14
Article 13	Compassionate Leave.....	15
Article 14	Maternity/Paternity Leave.....	15
Article 15	Statutory Holidays.....	16
Article 16	Safety	
	16.1 - Health and Safety.....	16
	16.2 - Fire Safety.....	17
Article 17	Security and the Employer's Property.....	17
Article 18	Use of Private Vehicle.....	17
Article 20	Facility Rentals.....	17
Article 21	Schedules.....	18
Article 22	No Waiver.....	18
Article 23	Law of Contract.....	18
Article 24	Successors.....	18
Article 25	Term of Agreement .....	18
Schedule A	Compensation .....	19
Schedule B	Letter of Understanding.....	20
Appendix I	Side Letter To The Collective Agreement 2012-2015.....	21

THIS AGREEMENT made effective as of the 25th day of June 2012.

BETWEEN

**THE GLOBE THEATRE SOCIETY,**  
situated at 1801 Scarth Street, in the City of Regina,  
in the Province of Saskatchewan,  
(hereinafter referred to as 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,**  
Regina, Saskatchewan  
(hereinafter referred to as the "Union")

The Employer and the Union hereby agree that it is to their mutual interest to establish and maintain a relationship of good will and mutual respect between the Employer, the Union and the employees represented by the Union. The Union and the Employer therefore mutually agree to establish terms and conditions as hereinafter outlined.

The above forms an integral part of this agreement and will be deemed to be a part of the agreement.

### **PREAMBLE**

Notwithstanding the provisions of any part of this Agreement, there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee or representative of Globe Theatre in the matter of race, colour, creed, national origin, political or religious affiliation, sex, sexual orientation or marital status, place of residence nor by reason of his/her membership or activity within any union.

Both IATSE and Globe Theatre will act reasonably, fairly, in good faith, and in a manner consistent with the agreement as a whole in carrying out their respective obligations and in administering this agreement.

### **ARTICLE 1 – MANAGEMENT RIGHTS AND OBLIGATIONS**

Except as specifically abridged, delegated, granted or modified in this Agreement, all of the rights, powers and authority are retained by the Employer and remain exclusively and without limitation within the rights of the Employer. The Employer has the right to manage the affairs of the business and to direct the working forces of the business, subject only to the terms of this Agreement.

The Employer has the right to discipline, suspend and dismiss employees for just cause; any such action may be subject to the Grievance and Arbitration procedure provided herein.

When production department positions become vacant, the Employer retains the right to conduct a search, interview and hire based on skill and suitability for the position, regardless of the candidate's Union affiliation.

The Union recognizes that the Employer directs the control of its properties and the maintenance of its premises.

The Employer retains ownership of all equipment and tools even though it may be used by Union employees. Equipment and tools can be used by non-Union employees.

The Employer shall retain the right for its non-Union personnel to have "hands-on" operation in all areas and of all equipment and tools owned or leased by the Employer.

The Employer's rights shall be exercised reasonably, fairly, and without discrimination, and in accordance with the provisions of this Agreement.

## **ARTICLE 2 – RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all persons in the unit defined by the Saskatchewan Labour Relations Board in its certification order issued regarding all employees employed as;

Head of Scenic Carpentry, Head of Props, Head of Wardrobe, Head of Lights, Head of Sound, production assistants, props builders, cutters, stitchers, stage carpenters, and all stage hands.

If any provision of this agreement is deemed or declared unenforceable, invalid, or void, in any legal proceedings, the same will not impair or invalidate any of the other provisions in this agreement.

The Employer recognizes the right of the Union to select or otherwise appoint a steward/s covered under this agreement to assist employees in presenting any complaints or grievances they may have to representatives of the Employer. Each steward shall be an employee of the Employer during his/her time in office. The names of such stewards shall be given to the Employer in writing.

The Union acknowledges that stewards have regular duties to perform as employees, and that such employees will not leave their regular duties for the purposes of conducting business in connection with the administration of this agreement, or investigation or presentation of grievances, without first obtaining the permission of the Director of Production (or designate). Such permission will not be unreasonably withheld.

### **ARTICLE 3 – GRIEVANCE AND ARBITRATION**

Any difference between the Employer and the Union or a person covered by this Agreement governing the meaning, application, or violation of this Agreement, including the discipline of an employee, or any complaint relating to terms or conditions of employment, may be grieved, without stoppage of work, in accordance with the following procedure;

- Step 1.       The grievor will attempt to resolve all grievances through discussions with the Director of Production or the Steward, as the case may be.
  
- Step 2.       If the grievance is not resolved through discussion, a grievance in written form may be presented by either party either to the Director of Production or the Business Agent of the Union as is applicable. A written grievance must be submitted within 14 days after the grievor or the Union or the Employer, as the case may be, knew or reasonably ought to have known of the facts or circumstances giving rise to the grievance. In either case the Director of Production and the Business Agent will meet within 7 days of the presentation of the grievance to discuss the grievance. A written reply will be presented to the other party within a further 7 days after the meeting.
  
- Step 3.       If the grievance is not resolved, then the Executive Director and the Union will meet within fourteen (14) days after the meeting between Director of Production and Business Agent. A written reply will be presented to the other party within a further two (2) days after the meeting between the Employer and the Union.
  
- Step 4.       If the grievance is not resolved, then within thirty-two (32) days after the meeting between the Employer and the Union either party may refer the grievance to arbitration by written notice to the other.

Time limits may be extended or abridged by agreement of both parties.

Arbitration shall be by a one person Board.

The parties must agree upon the person within thirty (30) days of the referral to arbitration, failing which either party may request the Saskatchewan Labour Relations Board to appoint an arbitrator;

#### **Powers of the Arbitrator**

- A) The arbitration hearing and the powers of the arbitrator will be governed in all aspects by the prevailing provisions of the Saskatchewan Trade Union Act;

- B) The powers of the arbitrator include, without limiting the generality of the foregoing, the powers to relieve on just or equitable grounds against time limits, to have regard to the real substance of the matter in the dispute between the parties and to all of the provisions of this Agreement, to substitute for any dismissal or discipline such other penalty or remedy as the arbitrator deems just and reasonable in the circumstances, to award damages, to award interest on any damages awarded and to order any party to rescind and rectify any action complained of;
- C) The arbitrator shall not have the power to add to, or subtract from, disregard, alter, or modify, any of the terms of this Agreement, or to impose an award which is inconsistent with the terms of this Agreement. The arbitrator may consider only the particular issue or issues presented to him/her and his/her decision must be based solely on the interpretation of the provisions of this Agreement.

Each party shall pay half of the fees and expenses of the arbitrator.

#### **ARTICLE 4 – GENERAL CONDITIONS OF EMPLOYMENT**

##### **4.1 – UNION DUES**

The Employer agrees to deduct Union dues from the wages of each employee covered by this Agreement. The Employer shall be informed of this rate and amount one month prior to its going into effect. The Employer shall remit, on a monthly basis, the amount of such deductions by cheque, payable to the Union, together with a statement showing the names of all those in respect of whom deductions have been made and the amount of each deduction, on a form furnished by the Union.

##### **4.2 – ACCESS TO PREMISES**

The Employer agrees that with its prior approval on each occasion by the Director of Production (or designate), which approval shall not be unreasonably withheld, access to its premises shall be allowed to any representative of the Union for the purpose of business connected with the Union, providing such shall not interfere with the operations of the Employer.

##### **4.3 – RULES AND REGULATIONS**

The Employer has the right to make reasonable rules and regulations relating to the conduct, management, operation, performance, and working conditions of any production employee so long as they do not conflict with the terms of this Agreement. Employees covered by this Agreement shall be subject to such rules and regulations. Employees agree that they shall abide by such rules and regulations from time to time made known to employees and shall be bound by any conditions of employment set out in this Collective Agreement until such provisions are changed and notice of such change has been made known to the employees.

#### **4.4 – KNOWLEDGE OF RULES AND REGULATIONS**

The Employer shall make the rules and regulations known to the employees and shall specifically give notice of any changes that are made.

### **ARTICLE 5 – CONTRACT DATES AND ENGAGEMENT**

#### **5.1 – CONTRACT DATES**

The Union shall be notified by mail of the dates of the operating seasons covered under this Agreement. Layoffs during the term of the operating season will be included in this notification. Such notification shall be mailed to the Union by the Director of Production no later than June 30 prior to the commencement of the operating season.

#### **5.2 – ENGAGEMENT**

New full-time seasonal employees shall be considered probationary for six (6) months. The probationary period may be extended by agreement between the Employer and the Union when circumstances warrant. The Employer shall notify a probationary employee on or before the expiry of the probationary period whether the employee is considered to have completed satisfactorily the probationary period.

Notwithstanding any other provision of this Agreement, the Employer may release or decline to renew the employment of a probationary employee.

The positions of Head of Carpentry, Head of Props, Head of Wardrobe, Head of Lights and Head of Sound shall be considered seasonal employees of the Employer. The Employer shall have the right to select qualified individuals for these positions. First consideration will be given to members of the Union.

If the Employer determines that there are no members of the Union qualified for the position, the Employer may hire from outside the Union.

Nothing under this Collective Agreement requires the Employer to use the part-time labour pool of the Union. The Employer's practice is to keep a list of possible trained employees to be utilized for specific circumstances and will continue to utilize such list for the purposes of hiring people as required. The Employer agrees to offer work first to the employees on this list who are able and qualified to perform the required function. This list will be forwarded to the Union.

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 30 days after the commencement in his employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of his employment, provided that any employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the union shall, as a condition of his



employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.

## **ARTICLE 6 – DISCIPLINE AND TERMINATION OF EMPLOYMENT**

### **6.1 – PROGRESSIVE DISCIPLINE**

The Employer alone has the right to discipline.

No employee will be disciplined in any manner (including warned, demoted, suspended, or discharged) except for just cause.

Disciplinary measures should be appropriate to their cause and consistent with the principles of progressive discipline. It is understood that the Employer has the right to impose a disciplinary penalty up to and including dismissal.

No disciplinary measure is valid unless the Employer provides to the employee and to the Union a written statement of the conduct giving rise to the discipline and the disciplinary measure taken, within seven days of the taking of the measure.

### **6.2 – IMPAIRMENT BY ALCOHOL OR DRUGS**

Without in any way limiting the generality of the stated principles of progressive discipline it is specifically understood and agreed that any impairment of ability to perform duties as the result of alcohol consumption and/or the non medical use of drugs shall be grounds for suspension by the Employer and may be grounds for discipline up to and including termination of employment.

### **6.3 – GENERAL TERMINATION OF EMPLOYMENT**

Subject to the Article dealing with progressive discipline, the employee's services to the Employer may be terminated at any time by notice in writing from the Employer to the employee and the Union for just cause.

In lieu of notice, the Employer may pay to the employee an amount as outlined in the Saskatchewan Labour Standards Act.

The employee agrees that upon termination of services, he/she will return the Employer's property in his/her possession, including building keys, petty cash, credit cards, equipment and tools of any kind, or if the employee owes the Employer money for any personal expenses incurred on his/her behalf. Failure to do so shall result in disciplinary action.

### **6.4 – REVIEW OF DISCIPLINARY RECORDS**

An employee has, on request, the right to review his/her disciplinary records on file with the Employer and to make photocopies thereof.

## **ARTICLE 7 – GENERAL CONDITIONS OF ENGAGEMENT**

### **7.1 – CALL**

The term “call” shall be defined as a continuous period of work. The first call of any day shall be a minimum of three (3) hours. Subsequent calls within the day shall consist of continuous hours of work separated by appropriate breaks.

There shall be a minimum eight (8) hour rest period from the end of work in one day and the beginning of work on the next day. Encroachment on the eight (8) hour rest period shall be paid at the rate of one and one-half (1 ½) times the regular hourly rate for all hours encroached.

When an employee has more than a one hour break between calls for the Company, the employee shall commence a new three (3) hour call.

## **ARTICLE 8 – HOURS OF WORK**

### **8.1 – BASIC WORK DAY**

The basic work day shall be seven (7) hours, exclusive of meal breaks which will normally be one (1) hour.

Any work done between Midnight and 8:00a.m. will be paid at 2.0 times the base hourly rate. During this time, meal breaks and meal penalties will apply as outlined below.

### **8.2 – MEAL BREAK AND COFFEE BREAK**

A meal break of one (1) hour, without pay, shall be given to the employee after working a minimum of three (3) hours to a maximum of five (5) hours.

A coffee break of fifteen (15) minutes, with pay, may be taken by employees during every three (3) hour through five (5) hour work segment.

During performances, a coffee break may be permitted at any single or subsequent intermission, provided however that the employee’s work obligation shall in no way be interrupted by such a coffee break, and that such coffee break shall be at the sole discretion of the Employer, to a total maximum of fifteen (15) minutes.

No employee shall be given less than two (2) hours of work after a one hour meal break.

If an employee does not receive a meal break after five hours of continuous work, any work done after five hours will be paid at 2.0 times the previous hourly rate that was in effect, but not to exceed double the base hourly rate, and shall remain in effect until a meal break is given or the call is finished.

Meal breaks which are taken for one hour shall not be paid for. However, if the Employer desires to have the employee take a meal break of one half hour, the employee will be paid for the half hour worked and a meal will be provided.

### 8.3 – BASIC WORK WEEK

The basic work week shall be thirty-five (35) hours worked from Sunday to Saturday inclusive.

Weekly schedules for seasonal employees shall be published no later than 5:00 P.M. on Wednesday for the following week. Employees shall be given a minimum of twenty-four hours notice of any scheduling changes.

### 8.4 – DAY OF REST

A floating day off shall be designated as the day of rest within the basic work week. Publication of a production schedule, weekly schedule or memorandum shall constitute notice of the day of rest.

A day of rest shall be designated after a maximum of six (6) days of work in a row.

In any case where work is performed on a day of rest, such time worked will be considered overtime and paid at the base hourly rate plus a \$10.00 per hour premium for hours worked.

For this purpose a day of rest shall be defined to begin at 00:01 hours and end at 08:00 hours on the day following the day of rest.

### 8.5 – SPECIAL SCHEDULING OF WORKING HOURS

Notwithstanding the above, the Director of Production and/or Supervisor may at his/her discretion, schedule hours and days of work to accommodate the production schedule.

## ARTICLE 9 – OVERTIME

### 9.1 – OVERTIME

Employees may agree to work overtime hours. Overtime shall be compensated in accordance with the laws of the Province of Saskatchewan.

The employee's hours of work shall be outlined in a published schedule to be developed by the Director of Production and Technical Director. Overtime hours indicated in this schedule are considered to be approved if worked. Overtime hours worked outside of this schedule must be previously approved by the Director of Production (or designate) or be considered ineligible for overtime pay out. There is no penalty to the employee in the event the Employer schedules them for less than thirty-five (35) hours in a week.

Employees may decline working overtime hours within 24 hours of the schedule being published. After 24 hours, overtime hours shall be considered agreed to by the employee.

The employee shall be given a minimum of twenty-four (24) hours advance notice if scheduling changes affecting their work hours need to be made. Likewise, the employee shall give a minimum of twenty-four (24) hours advance notice to the Employer if they are unable to meet the scheduled work times. It is understood that emergency circumstances may arise for the employee or the Employer that necessitate scheduling changes within the twenty-four (24) hour notice period; arrangements for such instances will be discussed on a case by case basis between the employee (or steward) and the Director of Production (or designate).

The reduction of working hours with less than twenty-four (24) hours notice shall not constitute a breach of this article.

Only hours worked shall be used in calculating the onset of overtime.

Any approved time worked in excess of thirty-five (35) hours in one week shall be recorded as overtime.

For approved hours worked in excess of 35 hours per week but no greater than 40 hours per week, overtime shall be paid out to the employee at 1.0 times the hourly rate.

For approved hours worked in excess of eight (8) hours per day and / or 40 hours per week, overtime shall be paid out to the employee at 1.5 times the hourly rate.

For approved hours worked in excess of twelve (12) hours per day, overtime shall be paid out to the employee at 2.0 times the hourly rate.

Approved overtime hours shall be paid to the employee the week after being incurred.

As an alternative to being paid out, overtime hours may be banked and taken as Banked Overtime.

## 9.2 – PRIOR APPROVAL OF OVERTIME

The employee agrees that he/she does not have the authority to commit the Employer to any overtime expense. Prior approval for all overtime worked must be given by the Director of Production (or designate).

## 9.3 – NOTICE OF CHANGES AND OVERTIME

The Director of Production and/or Supervisor will endeavour to give at least twenty-four (24) hours notice of anticipated overtime work or a change in the basic working hours.

Blanket notice covering a series of days where overtime may be necessary will be acceptable. It is recognized that when a show is in “set-up”, “technical” and “dress rehearsal”, overtime and changes in work schedule are to be expected.

#### 9.4 – BANKED OVERTIME

Employees wishing to bank overtime against future paid time off may do so. Banked time will be dealt with according to the following conditions:

This service is provided on a volunteer basis. Unless the employee requests this service all overtime will be paid the week following the week in which the hours recorded were worked.

Banked overtime must be used in the season in which it is accrued. It may not be carried over to the next season.

The employee may bank overtime to a maximum of thirty-five (35) hours. Any overtime accumulated in excess of thirty-five (35) hours will be paid to the employee in the week following the submission of the time sheet recording the excess overtime hours.

An employee taking more than fourteen (14) hours of time off in excess of Banked overtime will be notified so that he/she can avoid owing the Employer time at the end of the term of his/her contract.

#### 9.5 – RECORDING BANKED OVERTIME

Banked overtime hours shall be recorded to the nearest one-quarter hour.

Banked overtime will be recorded weekly. In a given week, approved overtime banked in excess of 35 hours per week but no greater than 40 hours per week, time shall accrue at 1.0 times the hourly rate. For approved overtime hours worked in excess of eight (8) hours per day and / or 40 hours per week, overtime shall be accrued at 1.5 times the hourly rate.

The record of banked time shall be available to the employee at any time and the employee will receive a printed copy of his/her Banked overtime once a week on his/her pay stub.

#### 9.6 – TAKING BANKED OVERTIME

The Employer may schedule any employee to take Banked Overtime and will give notice to the employee of not less than five (5) working days.

The employee may request time off against Banked Overtime with not less than five (5) working days notice. Approval (or not) will be given within twenty-four (24) hours of the request.

If an employee requests more time off than can be balanced by Banked Overtime, time off may be given as unpaid leave or against future overtime work at the discretion of the Employer.

Should the employee owe the Employer hours at the end of their term of his/her contract those hours will be deducted on an hour for hour basis from the employee's final cheque.

Should the Employer owe the employee hours at the end of the term of his/her contract those hours will be paid out on the employee's final cheque.

#### **ARTICLE 10 – TIME SHEETS, TIME RECORDS AND DIRECT DEPOSIT**

The employee shall record hours worked on the time sheets provided by the Employer.

This time sheet shall be approved by the employee's immediate Supervisor.

All hours worked are to be recorded on the time sheet with the exception of meal breaks.

Partial hours worked shall be recorded and counted to the nearest one-quarter hour.

The employee's pay will be direct deposited into his/her bank account in the week following the week in which the hours recorded were worked. In order for the employee's pay to be deposited, his/her time sheet must be received by the Director of Production by 09:00 hours on the Monday following the week in which the hours recorded were worked.

All employees are paid through Direct Deposit. In order for the employee to be paid he/she must provide the Employer with a blank, voided cheque attached to the first time sheet of the season.

#### **ARTICLE 11 – EMPLOYEE BENEFITS**

A seasonal full-time employee who has successfully completed his/her (3) month waiting period

- 1) must join the Employer's benefit plan. The Employer will make every reasonable effort to continue, on a cost efficient basis, an insurance plan which includes: Group Life Insurance, Long Term Disability, Short Term Disability, Extended Health Care, and Dental benefits. Cost of the benefit plan is split 50% the Employer and 50% the employee.
- 2) will have the option to participate in the Employer's Group RRSP. The Employer will match contributions up to 3% of the base hourly wage for the first year and 5% for subsequent years.

#### **ARTICLE 12 – SICK LEAVE**

"Sick Leave" is a time credit intended to protect the employee from loss of wages due to illness. Sick leave shall apply to the time an employee is absent from work, by virtue of being ill, including quarantine due to a contagious disease, or while being examined and/or actively treated by a physician, chiropractor, or dentist.

An employee who has successfully completed his/her (3) month waiting period shall be entitled to begin accumulating sick leave at a rate of seven (7) hours for each calendar month.

Sick leave may not be used before it has been earned.

Sick leave may not be carried over to the next season.

At no time will sick leave be paid out. Under no circumstances may the unused portion of sick leave be converted to a cash payment.

Absence due to illness in excess of the guidelines above will normally result in a reduction of the salary paid.

The employee shall supply the Employer with a medical certificate from a licensed medical practitioner in support of a claim for sick leave in excess of three (3) consecutive days absent. Failure to provide such a document may result in loss of salary for the days concerned.

The employee is responsible for notifying his/her Supervisor as soon as possible in the event of an absence due to illness; a minimum of one (1) hour before the commencement of his/her scheduled call. Failure to do so may result in loss of wages for the time not worked.

### **ARTICLE 13 – COMPASSIONATE LEAVE**

If an employee who has successfully completed his/her (3) month waiting period, he/she shall be entitled to paid leave at his/her normal rate of pay in the event of serious accident or death of a member of his/her immediate family.

A leave of absence up to three (3) days, with pay, may be granted to an employee for serious accident or death in the immediate family (as defined below) or emergency situations, subject to the approval of the Director of Production. Such leave shall be for a maximum of three (3) consecutive working days which occur in the week following the day of death. The three (3) day limit is variable depending upon circumstances and extension of this time requires the approval of the CEO or designate.

Immediate family is defined as the employee's spouse or the parent, grandparent, child, grandchild, brother or sister of the employee or the employee's spouse (including common law and same sex partners).

### **ARTICLE 14 – MATERNITY/PATERNITY LEAVE**

The Employer will act in accordance with the laws of the Province of Saskatchewan.

## **ARTICLE 15 – STATUTORY HOLIDAYS**

The statutory holidays are:

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

If the Provincial Government should make any changes to the statutory holidays, it will affect this Article to the same extent.

When no work is performed on a statutory holiday, the employee will be paid for a normal seven (7) hour day, provided the employee qualifies for such payment according to the Saskatchewan Labour Laws.

If the employee qualifies to be paid for the statutory holiday and works on that day, he/she will be paid at their regular time rate for a normal seven (7) hour day and, in addition to that, one and one-half times their regular hourly rate of pay for all hours actually worked on the statutory holiday.

If the employee does not qualify to be paid for the statutory holiday, but works on that day, he/she will be paid one and one-half times his/her regular hourly wage.

## **ARTICLE 16 – SAFETY**

### **16.1 – HEALTH AND SAFETY**

The Employer and the employee agree that the Health and Safety of all employees is a concern of the highest priority. Realizing the benefits to be derived from a safe and healthy place of employment, the employee agrees to cooperate to the fullest extent to promote safe work practices, and to enforce safety rules.

The employee will respect and be governed by the Employer's Health and Safety Policy. There shall be representation by one Union employee at the Employer's Health and Safety Committee meetings.

The Employer will establish and maintain healthy and safe working conditions in its business so far as reasonably practicable and will take all reasonable precautions to protect the health and safety of its employees.

An employee may refuse to perform any particular act or series of acts where the worker has reasonable grounds to believe that the act or series of acts is unusually dangerous to the worker's health and safety or the health and safety of any other person until:

- a) sufficient steps have been taken to satisfy the worker otherwise; or
- b) the Health and Safety Committee has investigated the matter and advised the worker otherwise.



## **16.2 – FIRE SAFETY**

The employee agrees to abide by the Employer's rules concerning fire safety; such rules shall be embodied in the Employer's emergency response policy and shall be posted on the bulletin board.

## **ARTICLE 17 – SECURITY AND THE EMPLOYER'S PROPERTY**

The employee shall be provided with keys to the building and a security "passcode" at the beginning of his/her contract period. The employee will be instructed as to the procedure for engaging and shutting off the alarm systems. The cost of false alarms resulting from the proven negligence of the employee may result in disciplinary action. The last person out of the building shall be responsible for setting the alarm.

The employee shall sign for, and be responsible for all keys, and credit cards issued to him/her by the Employer. Credit cards are meant exclusively for business purposes. At no time will the employee use the Employer's credit card for personal use. Keys, credit cards and other company items must all be returned to the Employer upon request. Failure to do so shall result in disciplinary action.

The employee shall never remove or cause to be removed any equipment, tools or material that is the property of the Employer from its premises without the written consent of the Director of Production or his/her representative.

## **ARTICLE 18 – USE OF PRIVATE VEHICLE**

The employee is not authorized to use their private vehicle for Employer business without the prior written approval of the Director of Production or designate.

## **ARTICLE 20 – FACILITY RENTALS**

If theatrical elements are required for facility rentals, the heads of those departments required will have right of first refusal to work at those facility rentals at any time of the year. During the employee's contract dates, facility rentals may make up a portion of the regular work week and as such there will be no additional payment to the employee. Overtime incurred during facility rentals will be paid out as per the Overtime articles in this agreement. The Employer will handle all billing for facility rentals.

No employee will be laid off as a direct consequence of the contracting out of any work normally performed by members of the Bargaining Unit.

All work performed during the Globe Theatre rentals shall be performed under the terms and conditions of this Collective Agreement.

## **ARTICLE 21 – SCHEDULES**

The Schedules hereto attached shall be and they are deemed to be integral parts hereof.

## **ARTICLE 22 – NO WAIVER**

The waiver of a breach of any of the terms of this Agreement or of any default under this Agreement will not constitute a waiver of any subsequent breach or default.

## **ARTICLE 23 – LAW OF CONTRACT**

This Agreement shall be construed and enforced in accordance with the laws of the Province of Saskatchewan. Each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of the Province of Saskatchewan.

## **ARTICLE 24 – SUCCESSORS**

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, administrators, executors and assigns.

## **ARTICLE 25 – TERM OF AGREEMENT**

This Agreement shall remain in force and effect until June 30, 2015, and thereafter from year to year, subject to the following:

- a) Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force.
- b) Either party may, not less than 30 days or more than 60 days before the expiry date of the agreement, give notice in writing to the other party to negotiate a revision of the agreement and where a notice is given the parties shall forthwith bargain collectively with a view to the renewal or revision of the agreement or the conclusion of a new agreement.
- c) No amendment of this Agreement will be valid or binding unless in writing and signed by both parties.



## **SCHEDULE B – LETTER OF UNDERSTANDING**

This Letter of Understanding sets out in general terms the factors that the parties can agree to as being proper exclusions and/or proper past events such that they would be properly excluded from the jurisdiction of the Collective Agreement.

Since its inception, Globe Theatre has created a unique theatrical experience wherein the public is invited to see, experience and take part in the creation and development of theatre. Public theatre school classes are offered to create pathways into theatre for children, teens, and adults. Professional level training for performers and production personnel in order to expand the pool of local talented theatre professionals is a regular part of Globe Theatre's practice. Development opportunities are offered to professional and aspiring talent onstage and backstage as part of Globe Theatre's Sandbox Series programming. Globe Theatre enables theatre professionals as many financial opportunities as possible throughout the organization, in administration, production, box office, front of house and the theatre school, in order to earn a living wage so that they can remain in Saskatchewan and thrive as theatre artists. Everyone at Globe Theatre is committed to creating a work environment for artists and staff that is respectful, team-oriented, and collectively focused on producing the best possible work. Union and non-union personnel will work together in a non-departmentalized environment.

Globe Theatre has used and will continue to use members of the general public in the operation and production of events in Globe Theatre. Volunteers, students and trainees have been used and will continue to assist in the operation of Globe Theatre.

Globe Theatre will have unrestricted access to, and use of, all Globe Theatre equipment, tools and facilities. Globe Theatre shops and all the equipment, tools and contents of those shops shall be accessible and usable by any Globe Theatre staff person or any person Globe Theatre shall designate. Should any production element be altered, the effected department shall be given adequate scheduled time to restore that element to its original level. Globe Theatre retains ownership of all physical property, equipment and tools.

Globe Theatre will hire any number of casual employees it deems appropriate for Globe Theatre call work. Globe Theatre shall determine the nature and scope of work. Crewing of productions, divisions of labour and the amount of seasonal and casual personnel hired are at the discretion of Globe Theatre.

Employees covered under this Collective Agreement shall be engaged to operate and fabricate productions that occur within the operating season. Substitution of these employees during the operating season by non-union personnel shall not be permitted without the express permission of IATSE.

It is recognized by all parties that Globe Theatre as an operation, has and will continue to provide a unique theatrical experience for the benefit of the public.

Nothing contained in this Letter of Understanding allows Globe Theatre to change the terms and conditions of employment as such terms and conditions shall at all times be subject to the terms of the Collective Agreement between the parties.

## **APPENDIX I – SIDE LETTER TO THE COLLECTIVE AGREEMENT 2012-2015**

This agreement will come into effect on the date that all parties have signed the agreement, as listed on page 22, with the exception of the following monetary Articles, Clauses and/or Schedules.

The following monetary Articles, Clauses and/or Schedules will come into effect on July 1, 2012:

- 7.1 – Call
- 8.1 – Basic Work Day
- 8.2 – Meal Break and Coffee Break
- 8.4 – Day of Rest
- 9.1 – Overtime
- 10 – Time Sheets, Time Records and Direct Deposit
- Schedule A – Compensation

ACCEPTED BY:

SIGNED ON BEHALF OF  
GLOBE THEATRE

\_\_\_\_\_  
CEO/Artistic Director

*A. North*

\_\_\_\_\_  
Executive Director

*June 27, 2012*

\_\_\_\_\_  
Date

SIGNED ON BEHALF OF  
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

*Jai Falk*

\_\_\_\_\_  
President

*D Sawarin*

\_\_\_\_\_  
Business Agent

D SAWARIN

*June 26/12*

\_\_\_\_\_  
Date