

COLLECTIVE AGREEMENT

International Alliance of Stage and Technical
Employees Local 210



and

Canadian Office and Professional
Employees Union
Local 458



June 24, 2021 – June 30, 2023

TABLE OF CONTENTS:

Article 1	Purpose, Duration, Amendments	3
Article 2	Bargaining Agency And Recognition	4
Article 3	Union Security	6
Article 4	Jurisdiction	6
Article 5	Union Representation	7
Article 6	Employer Rights	8
Article 7	Hours of Work and Overtime	8
Article 8	Statutory Holidays	10
Article 9	Vacation	11
Article 10	Leaves of Absence	12
Article 11	Seniority	14
Article 12	Promotions, Vacancies, Layoffs and Recall	15
Article 13	Progressive Discipline	18
Article 14	Technological, Procedural, Organizational Changes	20
Article 15	Grievance Procedure	21
Article 16	Discharge and Termination	23
Article 17	Health and Safety	23
Article 18	Personnel Record	24
Article 19	Harassment and Discrimination	24
Article 20	Labour Management Meetings	26
Article 21	Benefits	26
Appendix A	Wage Schedule	28
Appendix B	Letter of Understanding – Present Incumbent Employee	29

ARTICLE 1: PURPOSE AND TERM OF AGREEMENT

- 1.1 The purpose of this Agreement is to maintain a harmonious relationship between the Stage and Motion Picture Technicians of the International Alliance of Theatrical Stage Employees and Motion Picture Technicians, Artists and Allied Crafts of the United States and Canada Local 210, hereinafter referred to as the Employer, and its Employees who are members of the Canadian Office and Professional Employees Union Local 458, hereinafter referred to as the Union; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; to promote the mutual interest of the Employer and Employees; to promote and maintain such conditions of employment, and, in recognition whereof, the Employer and the Union agree as follows:
- 1.2 This agreement remains in force from June 24, 2021 to June 30, 2023 and from year to year thereafter, unless notice of intention to negotiate a replacement agreement is given, as required in Clause 1.03. All items agreed to will come into force and effect on June 24, 2021.
- 1.3 If either the Employer or the Union wishes to negotiate a new collective agreement to replace this agreement, they must give the other party notice consistent with the provisions of the *Labour Relations Code*.
- 1.4 If either party gives notice of their intention to negotiate a new collective agreement to replace this agreement, the parties shall meet and exchange proposals no later than what is provided for in the *Labour Relations Code*. The parties will then undertake negotiations for a new agreement.
- 1.5 The terms of this collective agreement will remain in effect and continue to bind the parties while negotiations are in process towards a new agreement and until a new collective agreement is established.
- 1.6 Wherever the singular or feminine is used in this Collective Agreement the same will be construed as meaning the plural or masculine unless the context or Parties require otherwise.
- 1.7 The Parties hereto subscribe to the principles of the right to be treated with dignity, respect and courtesy as a fundamental basis of a working relationship.

ARTICLE 2: BARGAINING UNIT AND RECOGNITION

- 2.1 The Employer recognizes the Union as the sole bargaining authority for all Employees in its' office within the jurisdiction of the Canadian Office and Professional Employees (COPE) within the category all employees listed in Appendix A or within such new categories as may from time to time be agreed to and established by the Employer and the Union. It is expressly agreed that this Agreement shall not apply to any elected or appointed Officer, Business Agent or Representative of the Employer.
- 2.2 No work that is or could be properly or customarily performed by employees within the bargaining unit covered by this Collective Agreement will be subcontracted by the Employer to any shop, agency or person outside the bargaining unit unless previously agreed upon by the Employer and the Union such as work performed by Elected Officers, Election Committee and/or Employer Representative. The employees will not be asked to make any written statement or verbal contract that may conflict with this Collective Agreement.
- 2.3 An employee covered by this Collective Agreement will have the right to refuse to cross a legal picket line or handle struck work in connection with a labour dispute. Failure to cross a picket line or to handle struck work will not be considered grounds for disciplinary action or otherwise to be a violation of this Collective Agreement.

Notices

- 2.4 Except where otherwise provided in this collective agreement, any notice required to be given by this collective agreement will be in writing and will be delivered by e-mail, by hand, by mail or by facsimile.

(a) Notices to the Union will be sent to the attention of the President and Treasurer of the Union at the Union's PO Box, located at:

P.O. Box 11242
Edmonton, AB T5J 3K5
Fax: 587-290-2138

Email: cope458president@gmail.com

- (b) Notices to the Employer will be sent to the attention of the President of IATSE Local 210 at the office, located at:

10428 – 123 Street
Edmonton, AB T5N 1N7
Fax: 780-426-0307

Email: pres210@iatse210.com

- 2.6 Each party will notify the other of any changes to the organizational chart to facilitate the delivery of notices to the appropriate recipient.
- 2.7 Each party will notify the other of the address or secure facsimile number to which notices are to be sent and may, from time to time, change that information by notice to the other party.
- 2.8 Notice is deemed to be given:
 - (a) on the Day after the notice is delivered by e-mail*
 - (b) on the Day after the notice is sent by courier
 - (c) five full Days after the notice is mailed.

Saturdays, Sundays and holidays are excluded from time specifications outlined in the above.

- 2.9 In the event of anticipated or existing postal disruption, all notices will be delivered by e-mail, by hand or by facsimile and not mailed.

ARTICLE 3: UNION SECURITY

- 3.1 All employees at the date of signing of this Collective who are covered by Certification number 28-2019 will be required to become and remain Union members as a condition of employment.
- 3.2 The Employer agrees that all eligible Employees shall maintain Union membership as a condition of employment and the Employer agrees to inform new Employees of this condition. New Employees who are retained beyond thirty (30) calendar days employment shall become members of the Union within fifteen (15) calendar days and shall remain in good standing so long as they are employed by the Employer.
- 3.3 Employees engaged on a temporary basis for a period not exceeding thirty (30) calendar days shall not be required to join the Union, but must pay an Applicant's Service Fee of one month's dues if working more than five (5) days or thirty-five (35) hours in one (1) calendar month.
- 3.4 The Employer agrees automatically to deduct Union dues, Applicant's Service Fee, Initiation and/or Assessments, once each month to transmit monies collected to the Treasurer of COPE by the 15th of the following month, together with a list of the Employees from whom such deductions were made. The Union agrees to inform the Employer as to the rates of the Union Dues, Applicant's Service Fee, Initiation and Assessment Dues with an authorization form from the Union signed by the Employee.
- 3.5 Upon written notice from the Union that an eligible Employee fails to join and maintain membership in the Union by refusing to pay dues or assessments, the Employer agrees to terminate employment of said Employee fourteen (14) calendar days from date of notice.

ARTICLE 4: JURISDICTION

- 4.1 The scope of work performed by members of the bargaining unit described in Article 6 shall include all support duties listed in the job descriptions appended hereto (Appendix X) and shall be generally defined as, but not limited to, all office manager, reception/office administration, calling steward, dispatch regardless of location.

ARTICLE 5: UNION REPRESENTATION

- 5.1 The Employer shall recognize the representative(s) of COPE and Steward(s) selected by the bargaining unit for the purposes of collective bargaining, Collect Agreement administration and/or general union business, as the sole and exclusive representatives(s) of all Employees within the bargaining unit as defined in Article 2 of this Collective Agreement. COPE will notify the Employer in writing of the names(s) of such representative(s) upon selection and at any time a change is made.
- 5.2 COPE shall have the right to contact the Employees at their place of employment on matters respecting this Collective Agreement or its administration. COPE will obtain authorization from the Employer as to appropriate time for such contact before meeting the Employees. Union meetings will be conducted on the employee's own time and the office and its facilities, when agreed by the Employer will be made available to the Union for those purposes.
- 5.3 The Steward(s) may, within reason, investigate and process grievances or confer with the members of the bargaining unit during working hours without loss of pay. The Steward(s) will obtain permission from their immediate supervisor before leaving their immediate area for such purposes and such permission will not be unreasonably denied.
- 5.4 The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for legitimate action on behalf of the Union or for the exercising of rights under the Collective Agreement or in accordance with those rights and privileges defined in the Alberta Labour Relations Code, the Alberta Employment Standards Code or any other applicable law.
- 5.5 An Employee shall have the right to have the assistance of a Steward or any other Union representative at any private ("closed door meeting") arranged by the Employer.
- 5.6 In case of written complaints and/or discipline, suspension or discharge, a Union representative will be present, excluding emergency situations (e.g., theft, assault, disruptive behaviour, etc.) where a Steward is not readily available.

ARTICLE 6: EMPLOYER RIGHTS

- 6.1 The Union recognizes the rights of the Employer to hire and promote, and to discipline or discharge any employee for just and reasonable cause subject to the provisions of this Collective Agreement, the principles of progressive discipline, and the right of the Union or employee to grieve as provided in Article 17. The Union further agrees that the Employer has the right to maintain reasonable rules and regulations as it sees fit in the attempt to run the Local so long as those rules and regulations do not contravene this Collective Agreement.
- 6.2 Further, the Employer agrees to maintain these rules and regulations in the form of a written policy manual that will be updated regularly and a copy of all such amendments will be forwarded to the Union.

ARTICLE 7: HOURS OF WORK AND OVERTIME

Hours of Work

- 7.1 A permanent fulltime employee regular workday will consist of eight (8) consecutive hours between the hours of 07:00 and 22:00 inclusive of one-half (1/2) hour unpaid rest period.
- 7.2 When an employee accepts a schedule through the job posting process, as per Clause 13.09 scheduled hours of work will not be varied unless:
- a) there is a legitimate operation requirements and meaningful consultation with the employee and the union representative has first taken place, or
 - b) It is requested by the employee and agreed to by the Employer.

Casual or Part Time Employee Guaranteed Minimum Hours

- 7.3 Any employee who reports for work and is or is not put to work will be guaranteed a minimum of four (4) hours pay at the applicable rate.
- 7.4 An Employee scheduled to work for a 5-hour shift or longer will receive one-half (1/2) hour unpaid break. An Employee may split their break in fifteen (15) minute increments, with prior consultation with the Employer.

Work Week

7.5 A work week for permanent fulltime employees will consist of five (5) workdays, Monday to Friday, unless otherwise mutually agreed to between the parties.

Overtime Premiums

- 7.6 All time worked in excess of Clause 7.1 will be subject to overtime rates:
- a) between 8 and 12 hours – 1.5 times the regular hourly rate
 - b) over 12 hours – 2 times the regular hourly rate
 - c) All time worked on the Employee's sixth (6th) consecutive day will be considered overtime and paid at a rate of 1.5 times the regular hourly rate. All time worked on the seventh (7th) consecutive day will be considered overtime and paid at a rate of 2 times the regular hourly rate. All time worked in excess of ten (10) hours on the above-mentioned days will be paid at the rate of 2 times the hourly rate of pay.
 - d) All time worked on a Statutory Holiday, as listed in Article 8, or on a day granted in lieu of said holiday, will be considered overtime and paid at a rate of 1.5 times the regular hourly rate. Any Employee required to work on a Statutory Holiday, as listed in Article 8, will be granted a day off in lieu.

Call Back

7.7 Any Employee that is called back to work after their regular scheduled shift, within the same regular workday, all subsequent hours worked will be considered overtime and paid in accordance with the terms set forth in this agreement.

Overtime Notice

- 7.8 Overtime notice for which is less than twenty-four (24) hours of notice has been given.
- a) Overtime will first be offered by seniority on a voluntary rotational basis to qualified employees on shift within the department.
 - b) If no one accepts, or too few employees accept the overtime, it will be offered by seniority to qualified employees on shift outside of the department.
 - c) If no one accepts, or too few employees accept, the Employer will then return to the original department and require qualified employees on shift to work the over in reverse order of seniority, starting at the bottom of the seniority list.

Employee Call – in Notice:

- 7.9 When calling employees (not on shift) for work, call backs or roster pool, with more than twenty– four (24) notice the Employer shall call employees at home or on their cell phone if provided by the employee. Employees are obligated to provide and periodically update the Employer as to their applicable contact phone numbers.
- 7.10 If the office is closed at the employers request all employees will receive their regular pay.
- 7.11 All overtime work is subject to the Employer’s prior approval.
- 7.12 Overtime will be paid in the pay period in which it was earned.

ARTICLE 8: STATUTORY HOLIDAYS

8.1 The Employer agrees to provide all Employees with the following holidays without loss of pay:

- | | |
|------------------------|---|
| New Year’s Day | Labour Day |
| Family Day | National Day for Truth & Reconciliation |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| Civic Holiday (August) | |

and any duly acclaimed Federal, Provincial or Civic Holiday.

- 8.2 When any of the above holidays fall on a Saturday and/or Sunday, they shall be observed on either the previous Thursday and/or Friday or subsequent Monday and/or Tuesday as directed by the Employer.
- 8.3 In the event that any of the holidays enumerated in Article 8 – Statutory Holidays occur during the period of any Employee’s vacation, an additional day of vacation with pay shall be allowed for each holiday so occurring.
- 8.4 If the Statutory holiday falls on a regularly scheduled work day, overtime premiums in Article 7 – Hours of Work and Overtime shall apply for all hours worked.
- 8.5 Temporary and Casual Employees, who have been employed a minimum of thirty (30) calendar days, will be granted all designated holidays to be paid on the pay period immediately following the Statutory Holiday.
- 8.6 No Employee shall work past 16:00 hours on Christmas Eve Day and New Year’s Eve Day.

ARTICLE 9: VACATIONS

- 9.1 Regular fulltime Employees will be entitled to receive a paid vacation as outlined below. Payment for such vacation period will be at the Employee's current wage rate.
- 9.2 After six (6) months of service in the first year of employment: five (5) working days, which if taken, will be deducted from the total entitlement for that year. Such vacation will be taken at a time mutually agreed with the Employer.
- 9.3 After twelve (12) months of continuous service: ten (10) working days.
- 9.4 After five (5) years of continuous service: fifteen (15) working days.
- 9.5 Part-Time, Temporary and Casual Employees will be entitled to receive vacation pay as outlined below, which will be included on their pay cheques.
- 9.6 For the first five (5) years of continuous employment: four percent (4%) of the Employee's total wages.
- 9.7 After five (5) years of continuous service: six percent (6%) of the Employee's total wages.
- 9.8 For the purposes of calculating vacation periods, "continuous months of employment" shall mean employment where there is no break in employment of greater than six (6) months.
- 9.9 The Employer will communicate to each Employee their vacation allotment at the beginning of each calendar year.

Vacation Requests

- 9.10 An Employee will submit their vacation request(s) to the Employer by March 15th of each year and such vacation(s) shall be confirmed by March 31st.
- 9.11 Vacation requests will be granted in order of seniority as defined in this Collective Agreement. However, only one (1) vacation period will be selected by seniority until all Employees have had the opportunity to select one (1) vacation period. Subsequently, an employee that chooses to take their vacation in two (2) or more separate periods will select the second and subsequent period in order of seniority.
- 9.12 An Employee who submits their vacation request after the March 15th deadline will have their request(s) confirmed on a first come, first-serve basis.
- 9.13 Vacation requests will not be unreasonably denied.

Vacation Accrual and Compensation of Unused Vacation time

- 9.14 All vacation time must be taken prior to December 31 of each year and will not carry over from year to year.
- 9.15 On separation from employment for any reason, regular fulltime Employees will be paid at the Employee's final rate of pay for a pro rata share of their unused vacation balance for the current vacation year.
- 9.16 Employers must give vacation time, and employees must take the vacation to which they're entitled.
- 9.17 At the request of the Employee, the Employer must allow an Employee to take vacation in periods of two or more weeks.

ARTICLE 10: LEAVES OF ABSENCE

- 10.1 Employees intending to take a leave of absence must first consult with the designated Employer Representative.
- 10.2 Employment Standards Leaves: Employees are entitled to the following unpaid leaves in accordance with Alberta Employment Standards (<https://www.alberta.ca/job-protected-leaves.aspx>):
 - a) Citizenship ceremony leave
 - b) Compassionate care leave
 - c) Covid-19-leave
 - d) Critical illness leave
 - e) Death or disappearance of child leave
 - f) Domestic violence leave
 - g) Long-term illness and injury leave
 - h) Maternity and parental leave
 - i) Personal and family responsibility leave
- 10.3 In addition to those leaves provided in 10.01 Employment Standards Leaves, Employees will also receive the unpaid leaves listed below. Should the Alberta Employment Standards be amended to provide leaves that are increased and/or enhanced from those enumerated below, the Employment Standards leaves provisions will prevail.

- 10.4 Upon completion of the leave of absence, the Employee shall be returned to their former position within the bargaining unit.
- 10.5 When on Maternity leave, the Employee may have the option of returning to work after the completion of one hundred and twenty days (120) days leave of absence. The Employee must give one (1) months' notice of their intention of returning to work, provided they produce a doctor's certificate.
- 10.6 When an Employee is granted a leave of absence, as outlined in this article, the Employee will continue to maintain their contributions and coverage under the IATSE 210 staff health benefits plan (Alberta Blue Cross #73043). Upon the Employee's return to work, the Employer shall reimburse the Employee for the amounts paid in benefits while on leave.

Bereavement Leave

- 10.7 The Employee shall be granted up to a maximum of three (3) days bereavement leave, without the loss of pay for any of the following: Spouse, Son, Daughter, Parents, Parents of Spouse, Brother, Sister, Brother-in-law, Sister-in-law, Grandparents, Grandparents of Spouse, Grandchildren, Grandchildren of Spouse. For the purposes of this agreement, Spouse includes Common-law, Same Sex, and Opposite Sex partnerships.

Personal Leave of Absence

- 10.8 An Employee may apply for and, where possible, receive up to six (6) months leave of absence without pay for personal reasons. Such leave will not be unreasonably withheld by the Employer. Except where specific language provides differently, seniority will be retained but not accumulated. Wherever possible, requests for leave shall be provided at least two (2) weeks in advance.

Alcohol and Drug Rehabilitation Leave

- 10.9 The Employer will assist Employees who have a problem with alcohol or drug use. If an Employee has a problem with alcohol or drugs and decides to enroll voluntarily in a rehabilitation program, the Employee will be given unpaid time off to participate in the program and reasonable accommodation to the point of undue hardship upon their return to work. As with all Employee health information, the Employer will adhere to applicable Personal Information Protection Act (PIPA) rules regarding the collection, use and disclosure of personal information.
- 10.10 This leave is not intended to affect the Employer's treatment of Employees who violate the Employer's drug and alcohol policy. Rather, rehabilitation is an option for an Employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

Long-term Illness and Injury Leave – Health Benefit Coverage

- 10.11 For an Employee on Long-term illness and injury leave under Article 10.01 the Employer will continue to maintain their contributions and coverage under the IATSE 210 staff health benefits plan (Alberta Blue Cross #73043) for up to sixteen (16) weeks.
- 10.12 An Employee compelled to arrange a medical or dental appointment during working hours shall be allowed to meet such appointment without loss of pay, provided that they are not absent from work for a period longer than three (3) hours.

ARTICLE 11: SENIORITY

- 11.1 Seniority shall mean length of continuous service with the bargaining unit.
- 11.2 An employee shall lose all seniority rights for any one or more of the following reasons:
- a) Voluntary resignation
 - b) Discharge for just cause
 - c) Accepts a severance
 - d) Failure to return to work within ten (10) calendar days of receipt of recall by registered mail unless due to illness or accident or other just cause.
The Employer may require substantiating proof of the illness or accident.
- 11.3 Employee retained on staff following the probationary period will have seniority credited to date of hiring.
- 11.4 Employees laid off or on an approved leave of absence, would retain but not accrue seniority during the layoff or leave of absence.
- 11.5 Seniority lists will be made available by the Employer and shall be amended quarterly in the event any changes occur during such period.
- 11.6 When two or more new employees commence work on the same day the procedure for establishing their relative seniority will be based upon the employee's date and time of acceptance of employment.

ARTICLE 12: PROMOTIONS, VACANCIES, LAYOFFS AND RECALL

Promotions and Job Vacancies

- 12.1 Job vacancies shall be posted for a period of forty - eight (48) hours at the worksite and shall be filled on the following basis:
- 12.2 Before any new Employees are hired and before any vacancy or new position is posted, other than casual Employees, current Employees within the bargaining unit, who have the required qualifications, shall, on the basis of seniority, be allowed the opportunity to fill the vacancy.
- 12.3 If the position is not filled under a) above, notice of the vacancy or new position shall be submitted in writing to the President of COPE, to provide available union members who qualify, the opportunity to apply for the position, with a timeline of forty – eight (48) hours to respond to the posting.
- 12.4 If the position is not filled in accordance with a) and b) above the position may be posted externally.
- 12.5 All notices, postings and advertisements of vacancies or new positions, shall contain the following information:
 - a) Job title and classification
 - b) Required qualifications
 - c) Duties of the position
 - d) Salary/benefits as per Collective Agreement
 - e) Hours of work
 - f) Term of employment.
- 12.6 An Employee taking a new position within the bargaining unit shall serve a trial period of three (3) months in the new position.
- 12.7 When a trial period is extended the employee and COPE shall be advised of the Employer's reasons in writing. The trial period shall be extended for no more than one (1) year.
- 12.8 If during the trial period, the Employer determines the Employee is not suitable for the new position, the Employee may be placed in the position they formerly occupied or in another mutually acceptable and available position.
- 12.9 If during the trial period, the employee determines they are not satisfied in their new position, the employee shall have the right to revert to the former position on the same basis as set out in c) above.

Notice of Layoff

- 12.10 In the event it becomes necessary to lay-off Employee(s) or to reduce their hours of work, the following procedure will be followed:
- a) The Employer will notify the Union and the affected Employee(s) in advance of any impending lay-off or reduction in hours of work of regular full-time Employee(s) as follows:
 - i. at least one week prior to the date that the layoff is to commence if the employee has been employed by the employer for less than 2 years,
 - ii. At least 2 weeks prior to the date that the layoff is to commence, if the employee has been employed by the employer for 2 years or more
 - b) Or the applicable payment in lieu of notice.
- 12.11 If a reduction of office staff is necessary, the Employee with the least amount of seniority will be the first laid off, subject to qualification, skill and experience. The Employer must submit in writing to the Union their justification for layoff of a senior Employee while a junior Employee remains on staff.
- 12.12 Regular full-time Employees who are laid off shall be placed on a recall list and be retained therein for a period of twelve (12) months and shall be recalled in the reverse order of their lay-off.
- 12.13 It shall be the responsibility of Employees who are on the recall list to keep the Employer advised of their current address and telephone number.
- 12.14 The Employer shall advise the most senior qualified Employee on the recall list of any employment opportunity and shall so advise the Treasurer of COPE. The Employer and the Union shall make every reasonable attempt to contact the Employee. If the Employee has not responded to the notice of the employment opportunity within seventy-two (72) hours unless prohibited through illness, accident, or other just cause, the Employee's right to recall may be forfeited and the next qualified Employee on the list may be contacted and provided the same opportunity of recall. For causal and temporary employment opportunities the timeline for responding is reduced to twenty – four (24) hours in recognition of the short notice often provided to IATSE 210 for providing services.
- 12.15 If no Employees are on the recall list or if they do not make themselves available as set out above, the Employer may fill the vacancy or new position pursuant to the terms of this Article.

- 12.16 In the event of technological and procedural change which occurs during the term of an Employee lay-off, or affects their recall, the terms of Article 26 - Technological and Procedural Change, shall apply to the Employees on lay-off and seeking recall.
- 12.17 Employees recalled to their former position or to a position in the same salary range shall be reinstated at the same step in the same salary range which they occupied at the time of layoff and shall be paid at the current rate of pay in the Collective Agreement.
- 12.18 The Employer will continue to provide coverage to laid-off regular fulltime Employees and eligible laid-off regular part-time Employees for benefits for a three-month (3-month) period following layoff as follows: Alberta Blue Cross Plan #73043

Recall

- 12.19 Notice of recall to an employee who has been laid-off will be made by registered mail to the Union with a copy to the employee. The employee must respond to such notice within ten (10) calendar days of receiving it or possibly lose rights of seniority and recall; however, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control will not lose such rights thereby. An employee having to give notice to another Employer will be deemed as having complied with this ten (10) day period.
- 12.20 An employee on the recall list will have first rights to any temporary or permanent vacancy that would otherwise be posted, in her former job classification or to a similar classification for which the employee is qualified, and the Employer will not hire for or promote to such a classification while an eligible employee is on the recall list
- 12.21 An employee on the recall list may be offered casual shifts, however, as this would not be a recall as per clause 12.14, the Recall provisions of this collective agreement do not apply and are not affected, and the employee is free to decline work offered.
- 12.22 A recalled employee will receive her former wage and any wage increases to which the employee would have become entitled during the period on the recall list. All rights due to seniority under this Collective Agreement will be unaffected by such a lay-off period.

Severance Pay

- 12.23 Severance pay will be payable to an employee immediately upon election of termination within the first three months of lay-off, at which point her benefits and recall rights per Clause 12.12 cease.
- 12.24 A permanent employee is entitled to severance pay equal to two (2) weeks' pay for each year of service to a maximum of eight (8) weeks.

Technological Change

- 12.25 A permanent employee that elects for termination because of automation, changes in procedure, mergers or suspension of business under Article 14, is entitled to severance pay above as applicable.

ARTICLE 13: PROGRESSIVE DISCIPLINE

- 13.1 It is hereby agreed the Employer has the right to discharge only for just cause and notice or pay in lieu of notice may be forfeited in the event of such discharge at the Employer's option. The Employer will inform the Employee and the Union in writing of the reasons for such discharge at the time of discharge.
- 13.2 It is agreed by the parties to this agreement that discipline should be corrective rather than punitive and shall be consistent with the concept of progressive discipline.
- 13.3 No Employee covered by this Agreement shall be disciplined in any manner, demoted, suspended or discharged except for just cause.
- 13.4 The Employer agrees that the Employee and the Union shall be notified at least twenty-four (24) hours in advance of any interview of a disciplinary nature, unless an extension is mutually agreed, and to indicate:
- a) the Employee's right to be accompanied by a Union Representative
 - b) the purpose of the meeting including whether it involves the Employee's personnel record;
 - c) that if the Employee's personnel record is to be considered during the interview, the Employee and/or the Union representative shall have access before the meeting to the file.
- 13.5 Progressive Discipline is a series of disciplinary actions that are corrective in nature and are meant to assist the Employee to improve performance and/or eliminate behavioural concerns. The Employer endeavours to provide all Employees who violate policies, procedures or exhibit behavioural issues an opportunity to comply with the Employer's requirements by means of progressive disciplinary actions.
- 13.6 The Employer and the Union recognize that Coaching is part of the regular feedback Employees receive and is not considered a disciplinary action. Where the President and/or designate documents coaching moments given to an Employee, the Employee and the Union will be given copies of such documentation and a copy will be placed in the Personnel File of the Employee.

13.7 The following disciplinary actions will be taken when performance or behavioural issues are identified:

Verbal Warning: The Employer will meet with the Employee and a Union representative to review the performance or behavioural concern and discuss the disciplinary action to be taken. The President or designate shall document the verbal warning with a copy to the employee and a copy to the Union.

Written Warning: The Employer will meet with the Employee and a Union representative to review the performance or behavioural concern and discuss the disciplinary action to be taken. The written warning can be issued within the period of time advised for monitoring after the verbal warning, provided there is no improvement in conduct or performance. A copy of the written warning will be provided to the Union and the Employee and will be placed in the Personnel File of the Employee.

Suspension with Pay: If there is no improvement then the Employer will meet with the Employee and a Union representative to review the performance or behavioural concern and discuss the disciplinary action to be taken. The President will document a suspension with pay and provide the Employee and the Union with copies of such documentation and a copy will be placed in the Personnel File of the Employee.

Suspension without Pay: If there is no improvement then the Employer will meet with the Employee and a Union representative to review the performance or behavioural concern and discuss the disciplinary action to be taken. Suspensions without pay may be progressive. The President and/or designate will document a suspension without pay and provide the Employee and the Union with copies of such documentation and a copy will be placed in the Personnel File of the Employee.

Discharge: The Employer will provide the Employee and the Union with the reason(s) for the Dismissal and will provide the Employee and the Union with copies of such documentation and a copy will be placed in the Personnel File of the Employee.

ARTICLE 14: TECHNOLOGICAL, PROCEDURAL AND ORGANIZATIONAL CHANGES

Definition, Notice, Disclosure and Consultation

- 14.1 The Employer will provide the Union with up to six (6) months written notice of intention to introduce technological, procedural, or organizational change.
- 14.2 The Employer agrees to disclose full details of the planned technological, procedural, or organizational changes, which may cause any change to an employee's normal duties or place of employment.
- 14.3 The Employer and the Union will enter into meaningful consultation regarding such technological, procedural, or organizational changes prior to implementation.
- 14.4 An employee becoming redundant due to new equipment or procedures will be eligible for re-training to equip them for the operation of such new equipment or procedure, or to qualify for new positions. Such re-training will be provided by the Employer without loss of pay, to the affected employee.
- 14.5 In cases where the re-training of an employee is not practical, or where other positions with the Employer are not available, failing any of the aforementioned options or based on the employee choosing to do so, they will be placed on the recall list pursuant to Clause 12.12. The employee may choose, at any time within three (3) months of being placed on the recall list, to elect for termination and receive severance pay pursuant to Clause 12.24. An employee on recall under this Article will receive all benefits they accrued during employment at the end of the recall period or upon election of termination.
- 14.6 A specified extension of the recall period, where recall is applied under Clause 14.5 above, may be mutually agreed by the Employer and employee, subject to written approval by the Union.

ARTICLE 15: GRIEVANCE PROCEDURE

- 15.1 Both Parties recognize an Employee, accompanied by a Union Steward, has the right to discuss with the Employer any question or complaint relating to the working conditions and conditions of employment, including those governed by the provisions of this Agreement, without prejudice to the right of the Union to have subsequent recourse to the grievance procedure.
- 15.2 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.
- 15.3 Where a dispute involving a question of general application or interpretation occurs, or when a group of Employees or the Union has a grievance, the Union and its representatives shall have the right to originate a policy grievance on behalf of the Employee, or group of Employees and seek redress with the Employer in the manner provided in the grievance procedure.
- 15.4 Grievances must be filed within thirty (30) calendar days of the occurrence giving rise to the grievance, or the grievor becoming aware of the event giving rise to the grievance, or such longer period of time as may be reasonable in the event of circumstances beyond the control of the grievor.
- 15.5 Time limits set out in the grievance procedure may be extended by mutual agreement in writing by the parties. If the grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration.
- 15.6 Replies to grievances stating reasons shall be in writing at all stages.
- 15.7 At each step of the grievance procedure the grievor(s) and the Union representative(s) shall have the right to be present with no loss of pay.
- 15.8 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1: The Union shall file the grievance within fourteen (14) calendar days with the President and/or designate of the IATSE. The grievance shall stipulate the nature of the grievance, such articles of the agreement as may be alleged to have been violated and the redress sought by the grievor. The decision of the President and/or designate shall be communicated, in writing, within fourteen (14) calendar days of the submission. If the dispute is not resolved satisfactorily in Step 1, it may be advanced to Step 2.

Step 2: If the grievance is not resolved at Step 2, within fourteen (14) calendar days the grievance may be submitted, in writing, to a joint grievance committee of four (4) persons shall be established; two (2) members to be named by the Employer and two (2) members named by the Union. The Union Steward may be one of the joint grievance committee members named by the Union. The joint grievance committee will attempt to resolve the grievance within fourteen (14) calendar days. The joint grievance committee shall report their findings in writing to the Employer who will have fourteen (14) calendar days to render a decision.

Step 3: If the grievance is not resolved at Step 2, the grievance may be referred within fourteen (14) calendar days to a mediator. The parties shall meet within five (5) calendar days of the grievance having been advanced to Step 3 to select by mutual agreement a mediator. The mediator has thirty (30) calendar days to meet with the parties to resolve the dispute or grievance.

Mediation Process

15.9 Mediation is a process that allows the parties to meet confidentially to work out a solution to their mutual problem. A neutral, mediator will be facilitating the conversation to ensure that each party brings their issues and ideas to the table. Both parties have an equal say in the discussion and the outcome. The parties to the dispute or grievance are the decision-makers, not the mediator. A settlement is reached only if both parties mutually agree with it - no one will impose a decision. Should the parties' resolve their dispute during the mediation session, the mediator can write up the terms of the agreement.

Step 4: If the grievance is not resolved at Step 3 within thirty (30) calendar days, it may be advanced to an Arbitration Board consisting of one appointee selected by the Union, one selected by the Employer, and a chairperson either mutually agreed upon or appointed by the Alberta Director of Mediation Services.

15.10 By mutual consent of the parties a Single Arbitrator may be substituted for the Arbitration Board. The single arbitrator shall be selected by mutual agreement, or if that is not attainable, by appointment by the Alberta Director of Mediation Services.

15.11 Neither an Arbitration Board nor a Single Arbitrator shall have the right to amend the terms of this Agreement. The decision of the Arbitration Board or the Single Arbitrator shall be final and binding upon the parties.

15.12 The costs of arbitration and mediation shall be borne separately by the parties except the costs of the Chairperson of an Arbitration Board or the Single Arbitrator shall be shared equally by the Parties.

- 15.13 No grievance shall be defeated or denied by any formal or technical objection. An Arbitration Board or the Single Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedure irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which is deemed just and equitable.
- 15.14 All communications related to individual grievances shall be treated as confidential

ARTICLE 16: DISCHARGE AND TERMINATION

- 16.1 It is hereby agreed that the Employer has the right to discharge only for just cause, and notice or pay in lieu of notice may be forfeited in the event of such discharge at the Employer's option. The Employer will inform the Employee and the Union in writing of the reasons for such discharge at the time of discharge.
- 16.2 If an arbitrator or arbitration panel appointed pursuant to the terms of this agreement, decides that an Employee has been unjustly discharged, such Employee shall be subject to the award of the said arbitrator. The award of the arbitrator shall be final and binding on both parties.
- 16.3 Employees shall provide a minimum of twenty-five (25) working days' notice prior to terminating their employment.

ARTICLE 17: HEALTH & SAFETY

- 17.1 The Employer agrees to make reasonable and proper provisions for maintenance of high standards of health, safety and ergonomics in the workplace including a properly heated, lighted, and designed working environment. The Employer shall comply with minimum applicable federal, provincial, and municipal health and safety legislation and regulations, including the Occupational Health and Safety Act and Regulations Chapter O – 2.1 version date June 11, 2018, thereto.
- 17.2 The Employer agrees to establish a joint committee (JOHS), with a representative of the Union being part of the committee.
- 17.3 The Employer agrees to establish a reporting mechanism, including time limits, within three (3) months after the date of ratification of the Collective Agreement.

- 17.4 An Employee may refuse to work or to do particular work at a work site if the worker believes on reasonable grounds that there is a dangerous condition at the work site or that the work constitutes a danger to the Employee's health and safety or to the health and safety of another worker or another person.
- 17.5 An Employee who refuses to work or to do particular work under subsection (1) shall promptly report the refusal and the reasons for it to the Employer or Supervisor or to another person designated by the Employer or Supervisor.

ARTICLE 18: PERSONNEL RECORD

- 18.1 An Employee's record will be cleared of disciplinary measures after twelve (12) months unless disciplinary action for an offence of similar nature has had to be taken during the twelve-month period. An Employee, accompanied by their Steward if so desired, has the right to examine the Employee's personnel record upon request. The Steward may also examine the record on behalf of the Employee, provided written authority is obtained from the Employee to do so.
- 18.2 The Employee and the Union must receive copies of any disciplinary measures taken.
- 18.3 The Employee may request any other documentation be removed after twelve (12) months unless of an administrative nature.

ARTICLE 19: HARASSMENT AND DISCRIMINATION

- 19.1 The Employer and the Union are committed to the principles and provisions of the Alberta Human Rights Act effective January 1, 2018, and in providing a working environment free from discrimination. The Employer and the Union support the principle that all people are to be treated with dignity and respect.
- 19.2 The Employer and the Union agree that neither party will exercise discrimination or coercion with respect to any Employee in matter of training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, colour, place of origin, religious beliefs, gender, marital status, family status, sexual orientation, source of income, ancestry, physical disability or mental disability.
- 19.3 The Union and the Employer recognize the right of employees to working in an environment free from discrimination, personal or sexual harassment, or bullying.

- 19.4 Sexual harassment means engaging in repeated comments or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcomed and shall include, but not limited to:
- a) sexual solicitation or advance or inappropriate touching and sexual assault;
 - b) a reprisal or threat of reprisal, which might be reasonably perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- 19.5 Personal harassment and bullying mean repeated comments and/or action, or a course of conduct that is known or ought reasonably to be known to be unwelcome and is demeaning or humiliating. Personal harassment and bullying do not include legitimate discussions between management and employees that are necessary for the Employer's operations.
- 19.6 An employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within thirty (30) days directly to the Employer, copied to the Union. Complaints of this nature shall be treated in strict confidence by the Employer and the Union.
- 19.7 Pursuant to Article 19.6, the Employer shall acknowledge the receipt of a complaint from either the Employee or the Union, in writing, and within seven (7) days of receipt shall investigate and respond within thirty (30) days. Such timelines may be extended by mutual agreement.
- 19.8 Where the complaint is not satisfied with the Employer's response, the complaint may, within thirty (30) days, be forwarded to the grievance procedure, commencing at Step 2.

ARTICLE 20: LABOUR MANAGEMENT MEETINGS

20.1 **Established Practices:** The Employer acknowledges that working conditions, rights and privileges established prior to the ratification of this agreement, excluding adhoc bonuses, shall be continued in full force and effect, provided they do not contravene any provisions within this agreement. Any rights and privileges previously enjoyed by the Employees that have not been specifically addressed within this agreement, shall be discussed and considered at Labour Management Meetings as set forth in this article. Any changes to the established past practice shall be made upon mutual agreement by both the Employer and the Union.

ARTICLE 21: BENEFITS

21.1 The Employer agrees to provide benefit coverage for all full time and eligible part time employees, in accordance to the terms and conditions of the Alberta Blue Cross Plan #73043.

21.2 Premiums for such coverage will be cost shared by both the Employer and the Employee at the rate of:

(a) Employer portion 50%

(b) Employee portion 50%

21.3 The Employer and Employee shall pay monthly into a Registered Retired Savings Plan of the Employee's choice, equal to the following:

(a) For those Employees with less than five (5) years of continuous service, contributions equal to the gross salary of the Employee at a rate of 2% for the Employer, and 2% for the Employee.

(b) For those Employees with more than five (5) years, but less than ten (10) years of continuous service, contributions equal to the gross salary of the Employee at a rate of 4% for the Employer, and 2% for the Employee.

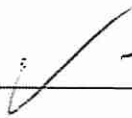
(c) For those Employees with ten (10) or more years of continuous service, contributions equal to the gross salary of the Employee at a rate of 6% for the Employer, and 2% for the Employee.

In the Witness Whereof the parties hereto have executed this agreement the

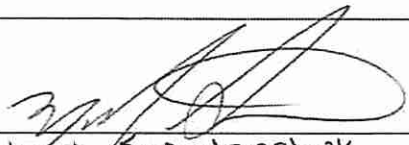
8 day of December, 2021.

International Association of Theatrical and
Stage Employees Local 210

Canadian Office and Professional
Employees Local 458

 Terry Sims, President

 Mandyline Meru


Michael Sniatenchuk,
Vice President, Stage



In the Witness Whereof the parties hereto have executed this agreement the

____ day of _____, 2021.

International Association of Theatrical and
Stage Employees Local 210

Canadian Office and Professional
Employees Local 458

WAGE SCHEDULE

Classification	Hourly Rate
Receptionist/ Office Assistant	\$20.00 / Hr
Dispatcher	\$25.00 / Hr
Call Steward	\$27.00 / Hr
Office Manager / Bookkeeper	\$30.00 / Hr

LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL ALLIANCE OF THEATRICAL
STAGE EMPLOYEES LOCAL 210
(Hereinafter referred to as IATSE Local 210 or the Employer)
AND
THE CANADIAN OFFICE OF PROFESSIONAL EMPLOYEES UNION
LOCAL 458
(Hereinafter referred to as COPE Local 458 or the Union)

RE: Conditions of Present Incumbent Employee:

In recognition of the long-term service, the Employer agrees to maintain and continue, upon ratification of this agreement, the Wages, Benefits and Entitlements listed below, for the Present Incumbent Employee (Current Office Manager):

Wages:

The Employer will maintain the Hourly Wage Rate for the Present Incumbent Employee at a rate of \$32.54, per hour.

RRSP Contributions:

The Employer will maintain the contributions to the Registered Retirement Savings Plan for the Present Incumbent Employee at rate of 10% of the Employee's gross salary.

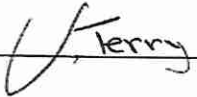
Health and Medical Benefits:


The Employer agrees to continue to provide benefit coverage for the Present Incumbent Employee, in accordance to the terms and conditions set forth in the Alberta Blue Cross Plan #73043, with the Employer covering 100% of the costs of said plan.

Vacation:

The Employer will maintain the vacation pay percentage of 10%, providing up to five (5) weeks' vacation for the Present Incumbent Employee.

For the Employer:

 Terry Sims President


Michael Sniatenchuk
Vice President, Stage

For the Union:

 Mandyliise Meru