

A Collective Agreement Between

Full and Complete Offer

For a Collective Agreement Between

The City of Leduc

4308 50 Street
Leduc, AB
T9E 6K8

And

**Local Union No. 210 of the
International Alliance of Theatrical Stage Employees,
Moving Picture Technicians, Artists and
Allied Crafts of the United States, Its Territories, and Canada**

10428 – 123 St.
Edmonton, AB
Canada T5N 1N7

Effective from September 1, 2022 to August 31, 2027

Article 1 - Definitions:

1. "The Employer" means the **City of Leduc** ~~Maclab Centre for the Performing Arts Society~~.
2. "The Union" means The International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, Local 210.
3. "Facility" means the Maclab Centre for the Performing Arts.
4. "Effective Date" means the date on which the officer(s) of both the Employer and the Union have executed this Agreement by affixing their signatures.
5. "Full-time Employee" shall mean an Employee who occupies a permanently established Full-time position requiring the incumbent to work regularly scheduled hours as specified in Article IV 2, and who has completed the specified probationary period, and has remained continuously employed as a Regular Employee.
6. "Part-time Employee" shall mean an Employee who occupies a permanently established Part-time position requiring the incumbent to work regularly scheduled hours as specified in Article 4.2, and who has completed the specified probationary period, and has remained continuously employed as a Regular Employee.
7. "Causal Employee" shall mean an Employee who does not occupy a permanently established position and falls within the following categories:
 - a. "Roster Employee" shall mean an Employee who is scheduled to work on an as needed basis, called directly by the Employer.
 - b. "Dispatch Employee" means an Employee called for work by the Union, at the request of the Employer.
8. "Regularly Scheduled" shall mean the scheduling of work in a manner requiring the employee to be available for the performance of assigned duties on specific days.
9. "House Theatre Technician" means an Employee responsible for all technical aspects of live performance presentations and events, including responsibility for other operational tasks as assigned by the ~~Employer Company~~.
10. "Theatre Technician" means an Employee responsible for all technical aspects of live performance presentations and events.
11. "Base Hourly Rate of Pay" shall mean the incremental step in the salaries appendix applicable to an Employee in accordance with the terms of this Agreement, exclusive of all premium payments. Except in the case of the House Theatre Technician which would equal salary/2080.

Article II — Recognition and Union Security.

1. The Employer recognizes the Union as the exclusive bargaining agent for all persons employed as Theatre Technicians defined in Labour Board Certificate Number 223-2014.
2. The exclusive jurisdiction of the Union shall include work normally performed by Theatre Technicians defined under this Collective Agreement.

3. During the term of this Collective Agreement, the Parties agree that there shall be no strikes or lockouts
4. The Union agrees the Employer has the sole right of selecting Employees covered under this Collective Agreement. The Employer agrees that consideration shall be given first to the membership of Local Union 210. If the Employer hires a candidate from outside the Union, this individual will be required to make application for membership in the Union upon completion of the probation period.
5. The Employer Shall permit the Business Agent for the Union or their designate, to enter the production or the performance areas during operation, provided they have received prior approval from the Theatre Manager or designate, and as long as it does not interfere with the work at hand.
6. The Employer recognizes the right of the Union to have a shop steward that represents the Theatre Technicians. The Union will identify the Shop Steward to the Employer on an annual basis or when there has been a change in the position.

Article III — Management Rights

The Employer retains all rights not specifically restricted by this Collective Agreement including but not limited to the right to hire, direct, schedule, supervise, layoff, discipline for just cause and the right to make such rules and regulations as may be deemed necessary.

Article IV — Conditions of Employment

1. Rest and Meal Breaks

- a. There will be one (1) fifteen (15) minute rest break permitted during each full period of four (4) consecutive hours worked, should the work being performed allow.
- b. An unpaid one (1) hour meal break or one-half (1/2) hour paid meal break will be scheduled by the Employer for any shift in excess of five (5) hours. It is acknowledged that Employees may be required to perform some of their duties during a paid meal break.
- c. Paid rest and meal breaks will be paid at the ~~prevailing~~ **base hourly** rate of pay.
- d. Should a meal break not be given, the Employee will be paid at one and one-half (1 1/2) times the applicable hourly rate until a break is granted.

2. Hours of Work

- a. Regular hours of work for Full-time Employees shall be forty hours per week inclusive of paid meal breaks and paid rest breaks, and shall not exceed two-thousand, eighty (2080) hours each fiscal year paid at the base rate of pay.
- b. Regular hours of work for Part-time Employees shall not exceed one thousand forty (1040) hours each fiscal year.

3. Computation of Time

- a. All overtime must be authorized in advance by the Theatre Manager. The Employer shall pay a rate of one and one-half (1 1/2) times the base hourly rate of pay for all hours worked in excess of eight (8) hours per day, or forty (40) hours per week averaged over a two (2) week pay period.
- b. Should a situation arise where an employee is unable to have overtime approved in advance, payment for the hours worked in accordance with this Article shall not be unreasonably denied.

- c. Overtime worked by full-time Employees shall be compensated as time off, with pay, in lieu of overtime at the overtime rates (i.e. two hours of overtime taken as 3 hours time off with pay). Time off in lieu of overtime will be taken at a mutually agreeable time. **If the time off in lieu is not taken within ninety (90) days, it shall be paid out on the next pay period.**
- d. Overtime worked by Part-time, Roster, and Dispatch Employees shall be compensated by payment on the pay deposit for the period in which the overtime is worked.
- e. The minimum call shall be four (4) consecutive hours per day at the applicable rate of pay-as per Article XII — Rates of Pay, after which alt hours are paid on an hourly basis.
- f. A break of two (2) hours or more in a single day's schedule will result in a new four (4) hour minimum call.
- g. Work performed between 2400 hours and 0800 hours will be compensated at one and one-half (1 1/2) times the base hourly rate of pay.
- h. The normal rest period shall be ten (10) hours between the end of one day and the beginning of the next day. All hours worked within the ten (10) hour rest period shall be paid at two (2) times the applicable rate.
- i. An Employee scheduled to work more than six (6) consecutive days under this agreement shall be compensated on the seventh day worked at one and one-half (1 1/2) times the base hourly rate of pay for the first eight (8) hours and two (2) times the base hourly rate of pay for all hours worked in excess of eight (8) hours on that day. Employees required to work **fourteen (14) consecutive days** shall be provided with a minimum of two (2) consecutive days of rest on the fifteenth (15th.) and sixteenth (16th.) days.
- j. At no time shall Employees receive more than three (3) times the base hourly rate of pay regardless of premiums or penalties.

4. Vacation Pay

All non-full time Employees covered by this Agreement shall receive vacation pay at the rate of an amount equal to;

- a. four (4) percent of their **regular gross** earnings from commencement of employment;
- b. Six (6) percent commencing in the sixth (6th.) year of employment.

All full time Employees covered by this Agreement shall receive vacation pay at the rate of an amount equal to;

- a. Two (2) weeks of vacation, equal to four (4) percent of their gross earnings from commencement of employment;
- b. Three (3) weeks vacation, equal to six (6) percent commencing in the sixth (6th.) year of employment.
- c. **Four (4) weeks of vacation, equal to eight (8) percent commencing in the thirteenth (13th) year of employment.**

Calculation of employment years for calculation of vacation for full time employees includes uninterrupted service with the Employer prior to any Collective Agreement between the parties.

5. Probationary Period

- a. All Full-time Employees covered under this Collective Agreement shall serve a probationary period of five (5) consecutive calendar months, during which time the Employer shall assess the probationary Employee's suitability for ongoing employment.
- b. All Part-time Employees shall serve a probationary period of five hundred (500) hours worked or one calendar year whichever comes first, during which time the Employer shall assess the probationary Employee's suitability for ongoing employment.
- c. All Casual Employees shall serve a probationary period of one hundred and forty (140) hours, during which time the Employer shall assess the probationary Employee's suitability for ongoing employment.
- d. During the probationary period, a Probationary Employee may be terminated without notice or cause, and such termination shall not be the subject of the grievance procedure.

6. Scheduling

In the event of cancellation of a work call, rehearsal or performance, where possible, forty-eight (48) hours notice will be given. If less than twenty-four (24) hours notice is given of a cancellation of a work call, rehearsal or performance, and the work call, rehearsal or performance is not rescheduled to another time or date, the Employee will be paid four (4) hours pay at the applicable rate of pay. Employees must claim each un-replaced cancelled call on their time-sheet.

7. Temporary Layoff— Full-time Employees

- a. The Employer may serve notice to a full-time Employee for temporary layoff for any period where no work is scheduled for a period of twenty-one consecutive calendar days, and where the layoff is expected to end not longer than fifty- nine (59) consecutive calendar days beyond the initial date of layoff.
- b. Should a longer layoff period be agreed to by both Parties, a proposed recall date must be written. Any agreement to extend the layoff period beyond 59 days shall be done in consultation with the Union.
- c. Notice must be given, in writing (or pay in lieu of notice), at least seven (7) days prior to the commencement of the lay off period.
- d. Work Scheduled during the Layoff Period
 - (i) Any work scheduled during the layoff period must be offered first to the full-time Employee with the most years of service under the Agreement, provided the employee has the necessary skills and qualifications to perform the work being assigned.
 - (ii) Recall to work during the layoff period may be by phone, email.
 - (iii) If an Employee, once offered a work call, does not accept the work, the Employer may then call the next most senior employee with the required skills or qualifications for the work being assigned.

- (iv) Should no full-time Employee be available to the Employer, the Theatre Manager may then contact Part-time or Roster Employees with the required skills and qualifications for the work being assigned.
 - (v) An Employee who does not respond to the request of the Employer within the timeline stated in the request, will forfeit the work call.
 - (vi) Should no Full-time, Part-time, or Roster Employee be available to the Employer, the Theatre Manager will make a request to the Business Agent of the Union.
- e. Work offered in accordance with (d) above will be paid at the Theatre Technician Rate as per Article XII — Rates of Pay.
- f. Recall For full-time Employees
- (i) Full-time Employees recalled to work following the layoff period shall be recalled in order of seniority, provided they have the necessary skills and qualifications to perform the work being assigned.
 - (ii) The Employer will notify the employee(s) in writing a minimum of seven (7) calendar days prior to being recalled to work, and Employees must reply within three days of the notice being sent.
 - (iii) It is the Employee's responsibility to ensure the Employer has the Employee's current contact information on file.
 - (iv) For the purpose of this Clause, email shall be considered written notice should a read receipt be requested and responded to.

Article V — General Holidays

1. The following days shall be considered as General Holidays:

New Years Day
Alberta Family Day
Good Friday
Victoria Day
Canada Day
August Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
And any other Federal or Provincial declared Holiday.

2. Full time ~~and Part time~~ employees shall receive their average daily wage for all General Holidays occurring during the pay period. **Part-time Employees shall receive five percent (5%) of regular their pay for all General Holidays occurring during the pay period.**
3. All work performed by Full time or Part time Employees on a General Holiday shall be paid at one and one-half (1.5) times the base hourly rate **of pay.**
4. All work performed by Roster or Dispatch Employees on a General Holiday shall be paid at two (2) times their base rate **of pay.**

Article VI - Remuneration

1. In accordance with Article X, the Employer shall pay each Employee a bi-weekly pay cheque issued for the hours worked no more than 10 days after the previous two week period. The Employer will include with each pay cheque, an itemized statement of the hours worked for the pay period and rates of pay, benefits and payroll deductions. The Employer will make its best effort to include the following information on each pay cheque stub:
 - the number of regular hours worked during the pay period;
 - the number of overtime hours worked during the pay period;
 - the number of regular earnings during the pay period;
 - the number of overtime earnings during the pay period;
 - the amount of regular earnings year to date;
 - the amount of overtime earnings year to date;
 - vacation pay amount;
 - Employer contribution to Union Health Plan;
 - Employer contribution to Union RRSP Plan;
 - Employee contribution to Union RRSP Plan;
 - Union working assessment deduction;
 - Union permit assessment (if applicable)
2. Training. The nature, place, timing, duration, eligible recipients and any other aspect regarding training will be provided according to the sole discretion of the Employer.
3. RRSP and Group Benefits Plan:

- a. Effective September 1, 2016, the Employer shall contribute one (1) percent of the Employee's gross earnings ~~as defined in 2 above~~ toward the Union's Group Benefit Plan.
 - b. Effective September 1, 2017, the Employer shall contribute two (2) percent of the Employee's gross earnings ~~as defined in 2 above~~ toward the Union's Group Benefit Plan.
 - c. the Employer will provide a contribution of an amount equal to two (2) percent of the Employee's gross earnings (defined as wages plus applicable vacation pay) to the Canadian Entertainment Industry Retirement Plan (CEIRP), Union's Group RRSP Fund. The Employer agrees to deduct an amount equal to two (2) percent of the Employee's gross earnings (defined as wages plus applicable vacation pay) to the Union's Group RRSP Fund. These RRSP funds shall be forwarded monthly to the Union with a complete remittance breakdown per Employee per pay period.
- 4. Union Working Assessment. The Employer agrees to deduct an amount from each Employee's gross earnings which shall be forwarded to the Union on a monthly basis with a complete remittance breakdown per Employee per pay period. The Union agrees to provide the Employer not less than four weeks notice of the percentage Working Assessment or adjustment thereof.
 - 5. Permit Fees. In the event the Employer engages a non-member of the I.A.T.S.E. for a position in the jurisdiction of this agreement, the Employer agrees to inform the Employee of the requirement to register with the Local, and the requirement of the Employee to pay a fee to the Union. This fee shall be one twelfth ($\frac{1}{12}$) of the Local's annual assessment for members. The Union agrees to provide the Employer not less than four weeks' notice of the amount of this assessment or adjustment thereof. The Employer agrees to deduct this amount, on a monthly basis, for any non-member working an excess of eight (8) hours in the month in question. The Employer shall forward this amount to the Union on a monthly basis with a complete remittance breakdown per Employee per pay period.

Article VII - Discipline

- 1. The Employer shall have the right to discipline any Employee for which the Employer has just cause.
- 2. In any disciplinary meeting between the Employer and the Employee regarding a matter for which discipline may be imposed, the Employee shall have the right to have the Union Business Agent or other authorized representative of the Union present.
- 3. Upon imposing any form of discipline upon an Employee, the Employer shall within seven (7) calendar days following the date the discipline was imposed, provide written reasons to the Employee and the Union for the imposition of such discipline.
- 4. An Employee may review ~~their his~~ personnel file by making a request to the Employer and may request a copy of any documents therein. The Employee may respond in writing to any document and such response shall form part of their personnel file.

Article VIII – Harassment/Workplace Violence

The Employer shall have in place, a Policy to address workplace violence and/or harassment.

Article IX — Grievance Procedure

- 1. A grievance is a difference arising out of the interpretation, application, operation or alleged violation of this Collective Agreement, including any questions as to whether a matter is arbitral.

2. Grievance Procedure

Step 1

When a difference or alleged violation has occurred, the employee(s) concerned shall first seek to settle the difference with the Employee's immediate Supervisor who is out of scope of the bargaining unit, within seven (7) calendar days of the alleged violation or the date the Employee should have reasonably become aware of the act causing the grievance. The Supervisor shall respond to the grievance within seven (7) calendar days of the grievance meeting.

Step 2

If the Grievance or dispute is not resolved at Step 1, it shall be submitted in writing to the individual designated by the Employer within seven (7) calendar days of the response at Step 1. The written grievance shall state in concise terms the issue giving rise to the grievance, precisely in what respect the Collective Agreement has been seen to be violated or misinterpreted including reference to the specific Article(s) and Clause(s) relied upon, and stipulate the nature of the relief or remedy sought.

Policy Grievance: If a dispute occurs involving the general application or interpretation of this agreement, it shall be submitted at Step 2 by the Employer or Union as the case may be to the person designated by the other Party within seven (7) calendar days of the alleged violation or the date the grieving Party would reasonably have become aware of the alleged violation.

The grievance or difference shall be discussed between the Union's authorized representative and the Employer's designated representative within seven (7) calendar days of the date the grievance was submitted at Step 2 in an attempt to resolve the grievance or difference. The Party receiving the grievance shall respond to the grievance in writing within seven (7) calendar days of the Step 2 grievance meeting.

3. Arbitration

- a. If the response at Step 2 does not resolve the grievance the grievance shall be sent to arbitration within seven (7) calendar days following the decision at Step 2, or seven (7) calendar days following the expiration of the time limit set out in Step 2, whichever is sooner. ~~a~~ The party advancing the grievance to arbitration shall notify the other party in writing its intention to do so and name of its Nominee to the Arbitration Board, or state it desire to consider the appointment of a single arbitrator to hear and determine the grievance or difference.
- b. Within seven (7) days after receipt of notification provided for in ~~9.03 (a)~~ above, the party receiving the notice shall inform the other party of the name of its nominee to the Arbitration Board or arrange to meet the other Party in an effort to select a single arbitrator.
- c. Where the parties fail to agree on the principle, and/or selection of a single arbitrator within two (2) weeks, an Arbitration Board shall be established.
- d. Where nominees have been named, they shall, within seven days, endeavor to select a Chair for the Arbitration Board. If they are unable to agree upon a Chair, application shall be made to the Director of Mediation Services to appoint an Arbitrator pursuant to the provisions of the Code.
- e. The cost of the arbitration shall be shared equally by both parties.
- f. The Arbitrator or Arbitration Board shall not have the power to alter, amend or change the provisions of this Collective Agreement.

4. Mandatory Conditions

(a) The time limits fixed by this procedure may be extended by mutual consent in writing, and the steps to be followed by this procedure may be waived by mutual consent in writing.

(b) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered to be abandoned, unless the Parties have mutually agreed in writing to extend the time limits.

(c) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance will automatically move to the next step on the day following the expiry of the particular time limit unless the Parties have mutually agreed in writing to extend the time limits.

(d) During any and all grievance proceedings, the Employee shall continue to perform duties except in the cases of suspension or dismissal.

(e) A suspension or dismissal grievance shall commence at Step 2 of the Grievance Procedure.

5. Voluntary Mediation

The Parties may mutually agree to non-binding mediation if the grievance is not resolved at Step 2 and before it is submitted to arbitration. If Mediation is agreed to, the Parties may mutually agree to extend the time limits for submitting the grievance to Arbitration.

Article X - Miscellaneous

1. The Collective agreement may be amended during the term of the Agreement with mutual agreement of both Parties.
2. Dress Code: Employees will ensure that they are dressed appropriately in accordance with Employer guidelines.
3. Parking: Employees will be provided with parking where such parking is available. In the event that a parking fee is implemented, or there is a change to a parking fee after implementation, the Employer will provide the Employees and the Union with a minimum (30) calendar days' notice of such fee, or fee change.

Article XI — Term of Collective Agreement

1. This Collective Agreement is to be in effect on the date on which the Parties have ratified the Collective Agreement and shall be binding until August 31, 2027, and shall continue from year to year unless either party serves notice to bargain in writing to the other party that they wish to negotiate to amend this Agreement not less than sixty (60) days nor more than one hundred twenty (120) days prior to its expiration date.
2. At the first meeting of the parties following such notice, the parties shall exchange proposals or amendments.

Article XII — Rates of Pay

Effective date of ratification

Classification	Sept 01, 2022- Aug 31, 2023	Sept 01, 2023 – Aug 31, 2024	Sept 01, 2024 – Aug 31, 2025	Sept 01, 2025 – Aug 31, 2026	Sept 01, 2026 – Aug 31, 2027
House Theatre Technician	\$50,400/yr	\$51,912/yr	\$52,691/yr	\$53,218/yr	\$54,016/yr
Theatre Technician (including Roster and Dispatch)	\$23.69/hr	\$24.40/hr	\$24.77/hr	\$25.01/hr	\$25.39/hr
Red Circled Theatre Technician	\$25.00/hr	\$25.00/hr	\$25.00/hr		

* On September 01, 2025, the Red Circle Theatre Technician classification will be absorbed into the Theatre Technician classification, as the wage will no longer be "red-circled" making the classification void.

Roster Employee Travel Allowance: For each date of work the Employee attends, the employee will receive a travel allowance equal to one (1) hour of pay at their base rate.

New LOU – Roster and Dispatch Theatre Technician Selection

Effective: Date of Ratification

The Employer will set out the requirements for the Roster and Dispatch Theatre Technician selection, including number of Technicians, eligibility for continued employment status with the Company, and these requirements will be met by any Theatre Technicians working with the Employer. The Company will provide the policy of selection and maintenance of Roster and Dispatch theatre technician status upon completion of the policy.

The undersigned hereby agree that this Collective Agreement sets forth all the terms and conditions agreed upon in negotiations.

The Parties therefore have authorized the officers so shown to execute this Agreement by affixing their signatures.

IN WITNESS WHEREOF the Parties hereto have executed these presents duly authorized representatives this 16 day of JUNE, 2023, at the City of Leduc, in the Province of Alberta.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

THE CITY OF LEDUC

[Redacted Signature]

CITY OF LEDUC

Irene Sasyniuk
General Manager
Corporate Services

CITY OF LEDUC

LOCAL UNION NO. 210, OF THE INTERNATIONAL ALLIANCE OF THEATRICAL
STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND
ALLIED CRAFT OF THE UNITED STATES, ITS TERRITORIES, AND CANADA

[Redacted Signature]

IATSE Local 210

IATSE Local 210