

A COLLECTIVE AGREEMENT

BETWEEN

THE FRIENDS OF THE ALBERTA JUBILEE AUDITORIA SOCIETY
(Hereinafter referred to as the Employer)

AND

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE
UNITED STATES, ITS TERRITORIES AND CANADA, LOCAL 210
(Hereinafter referred to as the Union)

April 1, 2023 - March 31, 2026

AGREEMENT FOR
NORTHERN ALBERTA JUBILEE AUDITORIUM HOUSE TECHNICIANS

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SCOPE: This Agreement covers the House Technical Staff hired to execute the technical functions for each department of Audio, Lighting and Stage at the Northern Alberta Jubilee Auditorium.

ARTICLE I- DEFINITIONS

In this Agreement:

THE EMPLOYER: means the Friends of the Alberta Jubilee Auditoria Society.

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.

FACILITY: means the Northern Alberta Jubilee Auditorium.

TECHNICAL COORDINATOR: means the permanent employees of the Facility, who are employed by the Government of Alberta and who are responsible for coordination of the lighting, audio and stage departments.

AJAS TECHNICAL COORDINATOR: means the permanent employee of the Employer who is responsible for the coordination of the lighting, audio and stage House Technicians.

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.

HOUSE STAGE TECHNICIAN: means an individual hired under the terms of this Agreement for Stage and who coordinates stage department activities with the Technical Coordinator or their designate and shall include duties as per Schedule A.

HOUSE AUDIO TECHNICIAN: means an individual hired under the terms of this Agreement for Audio and who coordinates audio department activities with the Technical Coordinator or their designate and shall include duties as per Schedule A.

HOUSE LIGHTING TECHNICIAN: means an individual hired under the terms of this Agreement for Lighting and who coordinates lighting department activities with the Technical Coordinator or their designate and shall include duties as per Schedule A.

HOUSE TECHNICIAN: means the individual(s) (collectively or singularly) engaged by the Employer as the House Stage, Audio, Lighting and/or their relief Alternate(s) Technicians.

PRINCIPAL HOUSE OPERATOR: means an individual hired as the primary house technical staff.

ALTERNATE HOUSE OPERATOR: means an individual hired to relieve the Principal House Operator.

ARTICLE II - RECOGNITION AND UNION SECURITY

- 2.1 In this Collective Agreement, the Employer recognizes the Union as the sole and exclusive bargaining agent for all persons employed as House Technicians defined under this Collective Agreement. The exclusive jurisdiction of the Union covered by this Collective Agreement shall include all stage work of a kind and nature normally performed for the Departments of Stage, Audio and Lighting at the Facility where this work involves the handling, erecting and operating of house lighting, sound and technical equipment and machinery in connection with any and all on stage entertainment, on-stage rehearsals, on-stage performances, or performances in connection with television productions, closed circuit television, videotaping, teleprompters, filming and film production work for both theatrical and television presentations which are produced or executed anywhere within the geographical jurisdiction of the Union. However, this does not include any such work, which would be a violation of, or an infringement on, existing exclusive jurisdiction of another Union.
- 2.2 As Local 210 is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, nothing in this Collective Agreement shall be construed to interfere with any obligation the Union owes to such International Alliance by reason of prior obligation, but this shall in no event be construed so as to conflict with any applicable Provincial or Federal laws.
- 2.3 During the term of this Collective Agreement the Union agrees that it will not initiate or authorize a strike by members against the Employer and the Employer agrees that it will not lock out members of the Union.
- 2.4 The Employer agrees to employ only qualified stage personnel supplied by the Union. The Union agrees to supply qualified stage personnel. All House Technicians shall become members of the Union and remain in good standing with the Union as a condition of employment with the Employer.
- 2.5 The Union agrees that the Employer has the sole right of selecting the Principal Stage Technicians, Principal Lighting Technicians, and Principal Audio Technicians for positions covered under this Collective Agreement. The Employer agrees that consideration for Principal House Operators shall be given first to the membership of Local Union 210, in consultation with the Union, via job posting, then from sister Locals of the Union. If a qualified candidate is still not found, the Employer shall be allowed to employ a candidate from outside the Union. This individual shall request from the Union a work permit and will be required to make application for membership in the Union upon completion of the probation period. The Union undertakes to accept each such person as a member of the Union unless it shall have compelling cause to refuse such person membership.

- 2.6 The Employer shall permit the Business Agent for the Union, or their designate, to enter the production or the performance areas at any time during operation, as long as it does not interfere with the work at hand.
- 2.7 The Employer agrees to provide the Union with the House Technicians and Alternate names as they are engaged. The Alternates will be selected by the Employer in consultation with the Technical Coordinator and the Principal House Technician for each department.
- 2.8 The Employer recognizes the right of the Union to have a shop steward that represents the House 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

- 3.1 The Employer shall have the right to make such rules and regulations as may be deemed necessary for the conduct and Management of the performances and working conditions, and the Union agrees that its members shall obey all rules and the directions of any authorized representatives of the Employer insofar as they do not conflict with the terms of this Agreement.
- 3.2 The Union acknowledges that it is the right and responsibility of the Facility and AJAS, except where modified by agreement, to:
 - a) Direct the control of its property and the maintenance of its premises;
 - b) Schedule and assign work, including the number of employees needed for any task at any time, change the number of employees assigned to any task, organize the work, assign the work, schedule shifts and maintain order and discipline;
 - c) Assign proper supervision and managerial support at AJAS discretion;
 - d) Take such other measures as management may determine to be necessary for the orderly and efficient operation of the Facility;
 - e) Establish or change policies, practices, rules, procedures and regulations for the conduct of business and for the conduct of the House Technicians, including occupational health & safety rules, hours of work, rest, work rules, standards and attendance regulations, a copy of which shall be supplied to the Union and House Technicians prior to implementation;
 - f) Establish, maintain and change standards of quality and efficiency;
 - g) Introduce new or different methods, equipment, materials, or facilities, including automation and other technology to be used, and if so, to assist in providing training to the affected employees;

- h) In consultation with the Union, require additional training and orientation as a condition of working at the Facility;
- i) Exercise all other prerogatives and responsibilities normally inherent in management except those that are clearly relinquished by the specific terms of this agreement or Provincial legislation and;
- j) In close collaboration with the Union, hire, discharge, layoff, recall, suspend or otherwise discipline House Technicians subject to the provisions of this agreement.

ARTICLE IV - CONDITIONS OF EMPLOYMENT

4.1 REST AND MEAL BREAKS

- a) There will be one (1) twenty (20) minute rest break allowed during each four (4) hour work period.
- b) A meal break shall be one (1) hour unpaid or one-half (0.5) hour paid at the applicable hourly rate of pay. When the client is providing a catered meal, as per the Casual Stage Technician Collective Agreement, the client will be advised that catering is also required for the House Technicians.
- c) The House Technicians will work no more than five (5) hours without a meal break. Keeping in mind the best interests of the lessee and the House Technicians, it is the individual House Technician's responsibility to advocate to the lessee in advance, to ensure the requisite break is taken.
- d) Where the load out immediately follows a show without a break, the requirement for a meal break or meal break penalty set out in Articles 4.1(b) and (f) shall not apply until the 6th hour of the call. All other overtime provisions shall be applicable. The start of the load out shall be determined by the End of Event time recorded in the Show Report.
- e) Article 4.1(d) shall not apply where a worker is already in meal break infringement (Article 4.1(f)) when starting a load out.
- f) Should the House Technicians be unable to take the requisite break, they will be paid at one and one half (1.5) times the applicable hourly rate of pay until the start of the meal break.

4.2 COMPUTATION OF TIME

- a) House Technicians covered under this Collective Agreement shall be paid to the next half (0.5) hour of work. All work will be recorded on time sheets by House Technicians in a format supplied and approved by the Employer. Time sheets must be placed completed and signed by Monday at 8am.

- b) The Employer shall pay a rate of one and one half (1.5) times the base hourly rate for all hours worked in excess of eight (8) hours per day and two (2) times the base hourly rate for all hours worked in excess of twelve (12) hours per day.
- c) The House Technicians will be paid at the rate of one and one half (1.5) times the base hourly rate of pay for up to eight (8) hours worked on Sundays. For all hours worked in excess of eight (8) hours on Sunday the rate of pay shall be two (2) times the base hourly rate.
- d) For shifts that extend past 2400 the rate of pay shall increase as follows based on the rate the Technician was earning at 2400:
Base rate shall increase to 1.5x base, 1.5x base shall increase to 2x base rate, 2x base rate shall increase to 2.25x base, 2.25x base rate shall increase to 3x base rate. Should the first call of the day begin prior to 0800, the rate of pay shall be two (2) times the base rate until 0800.
- e) The minimum first call shall be four (4) consecutive hours per day at the applicable rate of pay (regardless of hours worked), as per Article X-Wages, after which all hours are paid on an hourly basis.
- f) When there is a break during a single day's schedule of one and one half (1.5) hours or more, the subsequent call shall also be a minimum four (4) consecutive hour call. After a break of less than one and one half (1.5) hours the minimum callback shall be two (2) hours. Any break between midnight and 0800 shall be a one-half (0.5) hour paid break.
- g) Any half hour paid-through meal break shall be considered part of a minimum call.
- h) The minimum call time (start time) prior to a performance (including multiple performances on a single day) or rehearsal where there is an audience shall be thirty (30) minutes prior to the scheduled auditorium doors opening. Where there is a rehearsal with no audience present the call time prior may be reduced to thirty (30) minutes prior to curtain depending on the technical needs of the event. Where it is not the first call of the day, the minimum call time is not applicable for rehearsals without audience.
- i) When there is a call that does not provide for an eight (8) hour work day, the House Technicians may elect to perform department approved work (maintenance, scheduling, etc.) to complete an eight (8) hour work day. All such "approved work" must be agreed to in advance with the appropriate Technical Coordinator. At no time will this additional work be allowed to cause a meal

penalty or pay more than the base hourly rate. If said work happens prior to a scheduled call Article 4.2(e) shall not apply. This must be noted on the time sheet. This only applies should the House Technician choose to fill their eight (8) hours. If requested by a Technical Coordinator or AJAS Technical Coordinator, 4.2(e) shall still apply.

- j) The normal rest period shall be ten (10) hours between the wrap of one day and the beginning of the next call with the same promoter. Encroachment on this rest period shall be paid at two (2) times the applicable rate at the commencement of the next call until the ten (10) hour turnaround period has expired.
- k) In a case where the wrap of one day and the beginning of the next call as identified in 4.2(j) are not with the same promoter, compensation for encroachment on the ten (10) hour rest period as described in 4.2(j) shall only occur when written authorization from the AJAS Technical Coordinator clearly obligates the same technician to be present as house technician for both the wrap call of the one day and the beginning of the next call.
- l) At no time shall the House Technician receive more than 3x the base hourly rate, regardless of premiums or penalties.
- m) Any hours considered a minimum or paid through break shall be calculated as hours worked.
- n) House Technicians must have a minimum of not less than (8) eight hours away from the Facility between two (2) different day's shifts. House Technicians demonstrating fatigue or an inability to function because of fatigue will be sent home and shall be paid for only the hours worked.
- o) The length of working day shall not be scheduled for longer than sixteen (16) hours.

4.3 VACATION PAY

- a) All House Technicians covered by this Agreement shall receive vacation pay at the rate of an amount equal to six percent (6%) of their gross earnings from commencement of employment.
- b) In the seventh (7th) year of employment, Principal House Operators who have been employed for six (6) consecutive years shall receive an amount equal to eight percent (8%) of their gross wages as vacation pay.

- c) In the eleventh (11th) year of employment, Principal House Operators who have been employed for ten (10) consecutive years shall receive an amount equal to ten percent (10%) of their gross wages as vacation pay.
- d) In the twenty-sixth (26th) year of employment, Principal House Operators who have been employed for twenty-five (25) consecutive years shall receive an amount equal to twelve percent (12%) of their gross wages as vacation pay.
- e) For Alternate House Operators, who work at least one call per calendar year, Two Thousand Five Hundred (2500) hours worked and the Five Thousand (5000) hours worked during their employment as Alternates shall qualify them for increases in vacation pay in accord with clauses 4.3(b) 7th year and 4.3(c) 11th year respectively. However, the Union and Management must agree, in writing, on the hours worked by the Alternate House Operators and the percentage of gross wages to be paid as vacation pay, effective a stipulated date, which will be attached hereto as a Schedule. Failing such written agreement, the Alternate House Operators will be paid an amount equal to six percent (6%) of their gross earnings from commencement of employment. The Schedule shall be reviewed annually or upon request by either party.
- f) Should an Alternate House Operator be engaged as a Principal House Operator; their current rate of vacation pay (as per 4.3(e)) shall follow them to the new position.

4.4 PROBATIONARY PERIOD

All House Technicians covered under this Collective Agreement shall serve a probationary period of not more than six (6) months, during which time the Employer and the Technical Coordinator or their designate shall assess the House Technician's suitability for ongoing employment.

4.5 MINIMUM CREW

The minimum house crew for performance, load-ins, set-ups, rehearsals and load-outs shall be as determined by the Technical Coordinator or their designate.

4.6 SCHEDULING

- a) The Principal House Operators are responsible for the scheduling of their technical area in coordination with the AJAS Technical Coordinator and the Technical Coordinator, or their designate(s). Such scheduling shall include the use of Alternate House Operators, as needed, to ensure the Principal House Operators receive adequate rest between clients. The Principal House Operator will be provided a calendar of upcoming events a minimum of two (2) months in advance, when possible. The Principal House Operators will submit a completed

schedule to the AJAS Technical Coordinator no less than one (1) calendar month prior for review and approval.

- b) In the event of a cancellation of all calls on a given day, forty eight (48) hours' notice will be given. If less than forty eight (48) hours' notice is given of a cancellation of a an entire days call, the Principal House Operators will be paid a minimum of three (3) hours pay at the applicable rate should no replacement call be made.
- c) If an Alternate House Operator is scheduled to work and all work on that day is cancelled with less than fourteen (14) days' notice, the Alternate House Operator will be rescheduled to work eight (8) hours of Maintenance time, or the allotted time scheduled for that day, whichever is fewer, at the applicable rate. All maintenance work must be approved by the Technical Coordinator or their designate. If an entire days is cancelled with less than forty eight (48) hours' notice, an Alternate House Operator scheduled for that day will be paid a minimum of three (3) hours pay at the applicable rate.
- d) However, if one call is cancelled within a work day which has multiple calls, with less than forty eight (48) hours' notice, the affected House Operator will be paid a minimum of two (2) hours at the applicable rate for the cancelled call.
- e) House Technicians must have a minimum of one day off per work week or two consecutive days off within a fourteen (14) day period.
- f) Any scheduled work exceeding forty four (44) regular time hours per week needs prior written approval from the AJAS Technical Coordinator or designate.

4.7 LAYOFF

The Jubilee Auditorium operates its stage activities on a part-time, seasonal basis. It may be necessary to lay off House Technicians due to reduction of work. A minimum two weeks written notice will be given prior to layoff. Unless otherwise provided, this notice will take the form of the monthly schedule provided. Two (2) Week's pay will be provided in lieu of notice or combination of notice and pay at the discretion of the Employer. House Technicians will be recalled to work as required.

The Employer shall endeavor to maintain any active Benefit Plans, as described in Article 6.4, during any period when House Technicians may be on temporary layoff. It is understood that the Benefits provider may or may not agree to continue benefits for temporarily laid off employees. AJAS shall not be held accountable for the decision of the Benefits provider.

ARTICLE V - GENERAL HOLIDAYS

5.1 The following days shall be considered as General Holidays:

After 1800 hr. on New Year's Eve and after 1800 hr. on Christmas Eve	
August Civic Holiday	
New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Sunday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
National Day of Truth and Reconciliation	
And any other Federal or Provincial declared Holiday.	

5.2 All work performed on a General Holiday shall be paid at two (2) times the base hourly rate, and is subject to all applicable meal break penalties.

5.3 With the exception of New Year's Eve and Christmas Eve, the Principal House Operators shall receive eight (8) hours of pay at the base rate for each General Holiday.

5.4 For each General Holiday, with the exception of New Year's Eve and Christmas Eve, the Alternate House Operators shall receive five percent (5%) of their total wages, holiday pay and vacation pay earned in the four (4) weeks ending on the last day of the pay period that occurred just before each General Holiday.

5.5 If called to work and the call starts on a General Holiday or until 0800 the day following, Alternate House Operators minimum call shall be six (6) hours.

ARTICLE VI - REMUNERATION

6.1 In accordance with Article X, the Employer shall pay each House Technician a bi-weekly pay cheque issued for the hours worked the previous weeks. 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;
- the amount of R.R.S.P. contributed by the Employer;

the amount of R.R.S.P. contributed by the Employee;
vacation pay amount;
union working assessment deduction.

- 6.2 The Employer will also provide a contribution of an amount equal to four percent (4%) in contract year 2023-2024, five percent (5%) in contract year 2024-2025, and six percent (6%) in contract year 2025-2026 of the House Technician's gross earnings (defined as wages plus applicable vacation pay) to the House Technician's RRSP fund. The House Technician agrees to a mandatory two percent (2%) of their gross earnings to be deducted and submitted to their RRSP fund. The Employer agrees upon receiving a written request from a House Technician to deduct an optional additional percentage of the House Technician's gross earnings as an optional additional contribution to the House Technician's RRSP fund. These RRSP funds shall be forwarded monthly to the Union with a complete remittance breakdown per House Technician per pay period in an Excel format.
- 6.3 Training Fund: the Employer will establish and administer a training fund equal to one and one half percent (1.5%) of all the House Technicians' gross earnings to be used to assist in the payment of training at the Facility.
- 6.4 Benefit Plan: The Employer shall pay the Health and Welfare Insurance Premiums for the Principal House Operators. This contribution shall be paid directly to the insurer selected by the Employer.
- a) The Employer shall pay the full monthly premiums for the Principal House Operators.
 - b) Benefit Plan coverage shall remain at the current level unless changes are agreed to by the parties.
 - c) If the current Benefit Insurer reduces benefit coverage then the parties will cooperate in selecting an alternative benefit insurer that will offer comparable benefits coverage at prevailing insurance industry rates.
 - d) For those employees who do not qualify for 6.4(a) the Employer shall pay an amount equal to five percent (5%) of said employee's gross earnings in lieu of Health and Welfare Insurance Premiums. This amount will be paid either to the Union Health and Welfare Insurance benefit plan, or upon the written direction of the employee, and subject to applicable statutory deductions, directly to the employee.- These funds shall be forwarded monthly to the Union with a complete remittance breakdown per House Technician per pay period in Excel format.
- 6.5 Per calendar year, Principal House Operators are eligible for six (6) paid personal days; Alternate House Technicians are eligible for two (2) Paid personal days may be used as sick days, bereavement leave, spousal leave, etc. Personal Day

approval is at the discretion of management, reasonable requests will not be denied. Hours claimed on personal days shall equal the same amount of regular time hours schedules and shall not exceed eight hours of regular time per day.

- 6.6 Union Working Assessment. The Employer agrees to deduct an amount from each House Technician's gross earnings which shall be forwarded to the Union on a monthly basis with a complete remittance breakdown per House Technician per pay period in an Excel format. The Union agrees to provide the Employer not less than four (4) weeks' written notice of the percentage Working Assessment or adjustment thereof.
- 6.7 To compensate for the time spent at home Preparing for Shows, Reviewing Event Documents, monthly House Crew Meetings, and Support Phone Calls to Alternates, Principal House Operators shall receive an additional five (5) hours pay at the base rate each month. Months with fewer than five (5) events, shall not require compensation.

ARTICLE VII -HOUSE TECHNICIAN PERFORMANCE

- 7.1 The Employer or their designate shall have the right to discipline, refuse to hire, or dismiss any House Technician for which the Employer has just cause.
- 7.2 In any grievance arising from the discipline, refusal to hire, or dismissal of any House Technician, the Employer shall show just cause.
- 7.3 If the Employer fails to establish just cause for discipline, failure to hire, or dismissal of a House Technician, the Employer shall be responsible for paying any lost earnings and benefits as sustained by the affected House Technician that would be due from this Employer.
- 7.4 "Just Cause" in this Collective Agreement shall include but not be limited to:
- a) Breach of any rules established by the Employer governing the duties and functions of the House Technician which are reasonably necessary for the conduct and management of the Employer's business insofar as such rules and regulations do not conflict with the terms of this Collective Agreement. The House Technician and the Union will be provided with a copy of such rules.
 - b) Insubordination.
 - c) Any use of drugs and/or alcohol, or working under the influence of drugs and/or alcohol, or working with impaired function because of the use of drugs and/or alcohol while in the employ of the Employer.
 - d) Criminal dishonesty while in the employ of the Employer.

- e) Any other matter determined to constitute "Just Cause" by a Court in Alberta.
- 7.5 Upon imposing any form of discipline upon a House Technician the Employer shall, within forty-eight (48) hours, provide written reasons to the House Technician and the Union (with a copy to the Steward) for the imposition of such discipline.
- 7.6 With the exception of Clause 7.4 above, in the event that the Employer finds reason to discipline a House Technician, the Employer shall do so in the following manner:
- a) A warning that inappropriate conduct has occurred shall be provided in the form of a letter handed to the House Technician from the Employer with a copy going to the Union.
 - b) A House Technician may appeal the warning, in writing, to the Employer within seven (7) calendar days of the date of written warning with a copy going to the Union.
 - c) An un-retracted letter of warning shall remain current and enforced for twelve (12) months from date of issuance.
 - d) A House Technician with two (2) un-retracted written warnings on their file shall be "on probation" and may be subject to discharge by the Employer (i.e. "three strikes-you're out").
 - e) In all cases of House Technician discipline (including warnings and discharges) the Employer shall clarify such discipline by letter handed to the House Technician.
- 7.7 Any complaint by the Employer or dissatisfaction concerning a House Technician's work which is not intended to result in discipline, but which is intended to form part of the House Technician's personnel records, shall be made in writing within one (1) week of the circumstances giving rise to the complaint or dissatisfaction and a copy thereof shall be submitted by the Employer to the House Technician and to the Union. Any written reply by the House Technician shall also be filed as part of that House Technician's personnel record. The Employer shall specify in the complaint or expression of dissatisfaction the nature of the improvement required of the House Technician, and a reasonable deadline for such improvement to take place. Upon the deadline being reached, an updated evaluation will be filed and a copy given to the House Technician and the Union. A failure on the part of the House Technician to make reasonable improvements during the time allotted may result in discipline being imposed.
- 7.8 In any discussion between the Employer and the House Technician regarding a matter for which discipline may be imposed; the House Technician shall have the

right to have the Steward, Union Business Agent or other authorized representative of the Union present.

- 7.9 A House Technician may review his personnel file at any reasonable time and may copy any documents therein. The House Technician may respond in writing to any document and such response shall form part of their personnel file.

7.10 HARASSMENT/WORKPLACE VIOLENCE

Every employee must be treated fairly in the workplace in an environment free of harassment and workplace violence. Harassment or violence in the workplace will not be tolerated and may constitute grounds for discipline up to and including dismissal for cause.

Harassment occurs when an individual is subjected to unwelcome verbal or physical conduct because of a protected ground under Alberta's *Human Rights Act*.

Examples of harassment are:

- a) verbal abuse or threats;
- b) unwelcome remarks, jokes, innuendoes about a person's body, attire, age, marital status, ethnic or national origin, religion or sexual orientation;
- c) displaying of pornographic, racist or other offensive materials;
- d) practical jokes which cause awkwardness or embarrassment;
- e) unwelcome invitations or requests, whether indirect or explicit;
- f) leering, whistling or other similar gestures;
- g) comments, suggestions, innuendoes, requests or demands of a sexual nature;
- h) unnecessary physical contact such as touching, patting, pinching, punching; and
- i) indecent exposure.
- j) Deliberate misgendering
- k) Psychological bullying that creates fear or mistrust or that ridicules or devalues the individual (e.g. fist shaking, yelling) Some examples are:
 - Cyberbullying (e.g. posting of intimidating messages through social media or email)

Deliberately setting the individual up to fail (e.g. making unreasonable demands, setting impossible deadlines, interfering with work).

Reasonable actions taken by an employer or supervisor relating to management of work are considered a normal part of employment and would not constitute bullying or harassment unless they are delivered in a way that is aggressive, threatening, or discriminatory.

Workplace violence means the threatened, attempted or actual conduct of a person that causes or is likely to cause physical injury.

In the event that anyone employed at the Jubilee becomes aware of harassment or workplace violence or the possibility of harassment or workplace violence, the following steps will be taken:

1. The incident or suspicion will be reported to: (i) AJAS; (ii) if involving a House Technician, to the Business Agent of the Union; and (iii) if involving an employee of the client, to the client.
2. All complaints involving a House Technician will be investigated in a discreet and confidential manner. While under investigation, the House Technician may be suspended from employment.

Based on the findings of the investigation and severity of the harassment or workplace violence, progressive discipline will be applied as follows:

- a) verbal warning;
- b) written warning;
- c) suspension; and
- d) termination.

ARTICLE VIII - GRIEVANCE PROCEDURE

- 8.1 Where a grievance or difference arises between the Union and the Employer relating to the dismissal or discipline of a House Technician or the interpretation, application, operation or alleged violation of this Collective Agreement, including any questions as to whether a matter is arbitral, there shall be no stoppage of work and an earnest effort shall be made to settle the matter promptly in the manner prescribed in this Article.
- 8.2 All grievances or differences shall be appropriately presented in writing to the House Technician, the authorized representative of the Union and the Employer within five (5) business days (Monday to Friday) of the alleged violation or knowledge of the alleged violation. 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, by reference to the specific Article(s) and Clause(s) relied upon. The grievance shall also stipulate the nature of the relief or remedy sought.
- 8.3 The grievance or difference shall be discussed between the Union's authorized representative and the Employer's designated representative within seven (7) days in an attempt to resolve the grievance or difference.

- 8.4 If the grievance or difference is not settled at Step 1, the difference shall be submitted within seven (7) days to the President of IATSE Local 210 and the Executive Director of the Employer, respectively, who shall meet as soon as possible in an effort to resolve the difference.
- 8.5 If no settlement is reached at Step 2 within seven (7) calendar days of such submission, the grievance or difference shall be sent to arbitration. Upon the expiration of the time limit set out in Step 2 or at such earlier time as either party advises the other that the matter cannot be settled at Step 2, the parties will attempt to agree on a single arbitrator to hear and determine the grievance or difference. The Arbitrator will issue a decision that is final and binding on the parties and any person affected by it.
- 8.6 Where the parties fail to agree within two (2) weeks on the name of an arbitrator, either party may request the Minister of Labour to make the appointment of a single Arbitrator.
- 8.7 The cost of the arbitration shall be shared equally by both parties.
- 8.8 The time limits fixed by this procedure may be extended by mutual consent and the steps to be followed by this procedure may be waived by mutual consent.
- 8.9 The Arbitrator shall not have the power to alter, amend or change the provisions of this Collective Agreement.

ARTICLE IX - MISCELLANEOUS

- 9.1 It is agreed that refusal to cross a picket line deemed to be legal by Provincial or Federal authority shall not constitute a breach of this Collective Agreement.
- 9.2 Any article of this Collective Agreement that is deemed by both parties to require amendment, alteration or deletion, may be amended, altered or deleted by mutual consent. Both parties must agree in writing to open negotiations for any such amendment, alteration or deletion, naming the specific Articles to be negotiated. Mutual agreement on any requested amendment, alteration or deletion must be signed by both parties and recorded as an official amendment to this Collective Agreement. Should mutual agreement on the requested amendment, alteration or deletion not be achieved, the existing Article or Articles will remain in force.

9.3 **DRESS CODE:**

The House Technicians will ensure that they are neat, clean and dressed in signature black attire for performance calls. This signature attire is for use only when working as a House Technician. The Employer will provide up to 2 signature attire shirts per year to actively working House Technicians. Showers and lockers shall be made available to the House Technicians.

9.4 **PARKING:**

The Union Business Agent, or an authorized representative, will be provided with visitor parking in the staff parking lot for the duration of this Agreement.

- 9.6 **PERSONAL ELECTRONIC DEVICES:** No personal electronic devices will be used for non-work-related applications, during working hours, except during approved breaks.

ARTICLE X- WAGES

- 10.1 As of the Effective Date, the Employer agrees to pay not less than the following schedule of wages for work performed under the conditions set forth in this Collective Agreement. The 2023-2024 rate increase will be retroactive from April 1, 2023.

Annually April 1 – March 31	2023-2024	2024-2025	2025-2026
House Technicians per hour	\$40.09	\$40.89	\$41.91
Wage-rate percentage increase	3%	2%	2.5%

ARTICLE XI - TERM OF COLLECTIVE AGREEMENT

- 11.1 Any reference to the date of April 1, 2023 is intended to demonstrate the ongoing nature of the relationship between the Employer and the Union and to assist in the application of the Collective Agreement. This Collective Agreement is to be in effect on the date on which all representatives of both the Employer and the Union have executed and shall be binding until March 31, 2026 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.
- 11.2 At the first meeting of the parties following such notice, the parties shall exchange proposals or amendments.
- 11.3 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.

FOR THE EMPLOYER:

FOR THE UNION:


Jonathan Love, C.E.O.


Michael Sriatenchuk, President

