

COLLECTIVE AGREEMENT

Between

CALGARY OPERA ASSOCIATION

Hereinafter referred to as the OPERA

and

**THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING
PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES ITS
TERRITORIES AND CANADA, LOCAL 212**

Hereinafter referred to as the UNION, or LOCAL, or LOCAL 212.



JULY 1, 2025 – JUNE 30, 2030

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ARTICLE 1 – PURPOSE

It is the desire of both parties to this agreement to maintain the existing harmonious relations between the OPERA and the UNION, to promote the co-operation and understanding between the OPERA and the UNION, to recognise the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages, and to promote the morale, well being and security of the members included in the bargaining unit represented by the UNION. The UNION, likewise, recognises the mutual value of assisting the OPERA to meet its artistic and financial goals, thereby ensuring the security of work for its members and providing an important artistic vehicle for the community.

ARTICLE 2 – NO STRIKE OR LOCK-OUT

During the term of this Agreement, the UNION agrees that it will not initiate or authorise a strike by its members against the OPERA and the OPERA agrees that it will not lockout the members of the UNION.

ARTICLE 3 – COVERAGE

- a) This agreement shall determine the salaries, wages and working conditions of the group of employees whose bargaining rights are held by the UNION in accordance with the Alberta Labour Relations Code.
- b) This agreement is in effect in the jurisdiction of LOCAL 212 as outlined in the LOCAL's charter.
- c) In the case of road or touring shows built or produced by the OPERA, and in the control of the OPERA, which leave the jurisdiction of LOCAL 212, the OPERA and the UNION mutually agree that it is advantageous for the OPERA to tour with qualified people provided by the LOCAL. Calgary OPERA and the UNION also acknowledge that it is not always appropriate for members to be involved in every instance. Accordingly, Calgary OPERA covenants that it will enter into discussions with the LOCAL, in every situation arising, to determine if it is, or is not, appropriate for the LOCAL to participate in a project.
- d) The nature of work performed by the UNION shall include, but not be limited to the following trades, crafts and occupations: fly person, forklift operator, ground rigger, hairstylist, high rigger, lighting technician, video playback, makeup artist, props person, properties buyer, properties builder, pyro technician, scenic construction, scenic painter, sound person, special effects, spot light operator, stage carpenter, truck loader, wardrobe personnel, wardrobe construction/alteration and wigs.
 - i) For a position requiring specialised skills the OPERA, in consultation with the appropriate Department Head, will give the UNION sufficient notice of its requirements, twenty four (24) hours being the minimum notice. If in consultation it is determined that the UNION is unable to supply qualified member(s) for such specialised positions, then the OPERA may request from the UNION, a work permit for a qualified individual. This permit shall

be granted at the sole discretion of the UNION. Such permit may be granted for a period not exceeding the duration of the production for which the individual is to be hired. The UNION shall not unreasonably withhold such permit.

- e) Truck loaders, as referred to in Article 3 d), will be determined as follows for the Jubilee Auditorium:
- i. The OPERA will hire 2 truck loaders and the crews may be broken down into departments, as required, to do work on stage; or
 - ii. The OPERA will not hire truck loaders and the crews will not be broken down into departments to do work on stage until all trucks are completely unloaded.
- f) All sets used by the OPERA originating outside the jurisdiction of the UNION and used by the OPERA in any presentation shall be constructed by personnel supplied by a LOCAL of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada and shall bear the LOCAL UNION'S crest or label. Some OPERA sets may be exempt from this obligation through mutual agreement.

ARTICLE 4 – SUPPLY OF REQUIRED EMPLOYEES

- a) The UNION agrees to supply qualified personnel to the standard necessary to support the artistic goals of Calgary OPERA within the scope of this agreement for all move-ins, rehearsals, performances and take-outs wherever the OPERA may perform within the jurisdiction of LOCAL 212. The UNION recognises that some of the OPERAS programming may take place in such venues as schools, churches and rural community halls. Since these venues may be within the jurisdiction of LOCAL 212, the OPERA agrees that in all circumstances it will notify and consult with the UNION regarding the appropriateness of crew requirements for such events.
- b) Show crew must commit for the run of the show **and must work both** the move-in and the take-out as required.
- c) All sets, props and costumes built or altered within the jurisdiction of the UNION and used by the OPERA in any presentation shall be constructed by personnel supplied by LOCAL 212 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada and shall bear the LOCAL UNION'S crest or label. Some sets, props and costumes may be exempt through mutual agreement.

ARTICLE 5 - PERSONNEL

- a) The terms and conditions of casual Employees shall be as hereinafter set forth in this Article: Where the Employer deems necessary, additional personnel may be engaged on a casual basis.
- i. The parties agree that, to facilitate training and development of individuals, working in pursuit of a career in technical theatre, the Employer may partner a maximum of one (1) Trainee worker to each Department with the

appropriate Head's agreement. The Trainee must be acquired from the Union dispatch office unless mutually agreed otherwise. In this case a permit may be granted by the Union for the specific period of training required.

- ii. The Employer and the Union shall, in concert with the Trainee, prepare a Training Goals Statement and a Training/Work Schedule prior to the engagement of the Trainee. The Employer and the partnered Employee must approve the Statement and Schedule.
 - iii. The Trainee shall perform work, as scheduled and assigned, with as much supervision as the partnered Employee, in consultation with the Technical Director, deems necessary in order to preserve the integrity of the work to be done and to facilitate proper training.
 - iv. The engagement of Trainees shall never result in the layoff or displacement of any Union member.
 - v. All Trainees shall be paid in accordance to this Collective Agreement and shall be bound by the conditions contained herein.
- b) By agreement of the Employer and the Union, the Employer may use trainees in any area under the jurisdiction of the Union provided such trainees are part of a work experience program and/or demonstrate specialized skills and a desire to work in the industry. Trainee positions are not meant to displace an IATSE member, but be an additional position. The Employer will consult with the appropriate Department Head before putting a trainee under their supervision

ARTICLE 6 – TOOLS and EQUIPMENT

UNION personnel shall be responsible for supplying normal hand tools in good condition as required for their craft. For stage crew these tools shall consist of a hammer, a 6" – 8" crescent wrench, a multi-bit screwdriver, a flashlight, a pocket or utility knife and a pair of pliers.

The UNION agrees to provide a supply of ½" 9/16" wrenches.

ARTICLE 7 – SAFETY and WORKING CONDITIONS

- a) Safe working practices shall be followed at all times. The requirements of the Alberta Occupational Health and Safety Act shall be followed insofar as they apply to OPERA productions. Any required safety equipment, except hard hats, steel toe boots, gloves and other personal safety equipment shall be supplied by the OPERA.
- b) In the event of an injury at any time during a shift to a person supplied by the UNION, the OPERA shall be required to pay the wages for the balance of the shift of the injured worker in accordance with the Alberta Workers' Compensation Act. It is understood and agreed that the parties shall at all times adhere to the Alberta Occupational Health and Safety Act and any other Alberta government safety regulations which may be legislated from time to time.

ARTICLE 8 – CREW STEWARD

The UNION shall designate one of the working crew on a crew call as Crew Steward. The Crew Steward shall be the representative of the UNION at the worksites. Until the UNION designates the Crew Steward, the UNION head Stage Carpenter shall be the Crew Steward pro tem.

ARTICLE 9 – RATE OF PAY, CREW CALLS, BREAKS and BENEFITS

These are the minimum rates, to be paid in thirty-minute increments, rounded to the next half hour.

a)

Position	July 1st - June 30th Annually				
	2025-26	2026-27	2027-28	2028-29	2029-30
Department Head *	\$37.19	\$38.31	\$39.46	\$41.03	\$43.09
Crew	\$34.00	\$35.02	\$36.07	\$37.51	\$39.39
High Rigger	\$43.47	\$44.78	\$46.12	\$47.96	\$50.36
Spotlight Operator	\$35.08	\$36.13	\$37.22	\$38.70	\$40.64
Wardrobe Stitcher/Cutter	\$35.53	\$36.60	\$37.70	\$39.21	\$41.17
Trainee	\$30.94	\$31.87	\$32.83	\$34.14	\$35.85

(* Includes Carpenter, Props, Fly, Electrical, Sound, all Ground Riggers, Makeup, Hair, Wardrobe)

- b) The minimum call for “show calls” shall be 3.5 hours per person. The minimum call for all other calls shall be 4 hours per person. When the move-in immediately precedes or the take-out immediately follows a performance the minimum call shall be an additional 2 hours for those working both the show and the move-in or take-out. A show call is defined as whenever the show crew is required.
- c) An unpaid meal break of at least 1 hour shall be provided no later than the end of the 5th hour of work. When it is not possible to take this break, the crew shall be provided a reasonable meal by the OPERA at no cost to the crew member. In addition, the meal period shall be 1/2 hour paid through. The second meal period must be no later than the end of the eighth hour of work. Meal periods may be reduced to 1/2 hour by mutual agreement of both parties. A twenty-minute break shall be allowed between the second and third hour of each four-hour period worked. The OPERA shall consult with the Steward to determine the most suitable time that such a break be taken. In the event that the twenty-minute break is not given, that time shall be added to the end of the call. In the event that meal breaks are not taken, the OPERA shall pay double the rate in effect from the time the meal break should have been taken until the meal period is taken or until the end of the work period.
- d) Show and rehearsal calls shall commence one half hour before the curtain and not extend beyond three and one half hours total time. The 1/2 hour is for pre sets. Extra time shall be paid for additional time worked immediately before and/or after a show call.
- e) For crew in Wardrobe, Wigs and Makeup, show calls plus time worked before and/or after may be worked continuously for 5 hours in combination. Time worked in excess of five hours will be paid at time and a half the rate in effect from the end of the 5th hour until the meal period is taken or until the end of the work period.

- f) There shall be a 10-hour turnaround between the end of the last call on a day and the beginning of the first call on the next day.
- g) LOCAL 212 operates, and OPERA agrees to recognize, a payroll service company, Stagepay 212 Inc, to provide payment and benefits, accounting, deduction and remittance and reporting functions on behalf of IATSE members engaged under this agreement. OPERA agrees to make payments to Stagepay 212 Inc in the amount of invoices issued in accord with the provisions of this agreement and the attached Schedule A - Stagepay 212 Inc Payroll Reference Sheet.
- h) The UNION Business Agent or designated steward shall be responsible for reporting all hours worked on a daily basis of all employees. Timesheet submission to Stagepay 212 Inc shall be made not later than Monday at 9:00 a.m. in order to be included in the subsequent payroll for the period. All Stagepay 212 Inc invoices submitted by the UNION on behalf of the members shall be subject to corroboration and approval by Calgary OPERA. Approved invoices shall be paid by cheque payable to STAGEPAY 212 Inc. The UNION shall be responsible for payment of funds deducted at source that are payable to government agencies and others on behalf of the employees invoiced for by Stagepay 212 Inc.
- i) The work week is defined as Monday to Sunday.
- j) The recognised Statutory Holidays shall be:
 - New Year's Eve (commencing at six (6) p.m. on December 31st)
 - New Year's Day
 - Family Day (third Monday of February)
 - Victoria Day
 - Canada Day
 - Civic Holiday in August
 - Labour Day
 - National Day of Truth and Reconciliation
 - Thanksgiving Day
 - Remembrance Day
 - December 24 (commencing at six (6) p.m.)
 - Christmas Day
 - Boxing Day
 - Good Friday
 - Easter Sunday

All UNION personnel who have worked for the OPERA at least 30 days in the 12 months prior to the Statutory Holiday, plus worked their scheduled call in the week prior to and subsequent to the Holiday, **but do not work that Holiday**, shall receive eight (8) hours of Holiday pay at their regular rate of pay.

- k) All calls, excepting for show calls, shall include a five (5) minute cleanup period at the end of that call to allow crews to restore and maintain a safe and healthy personal and work site environment.
- l) After a call has been placed and then in the event an unforeseen circumstance occurs and the Calgary OPERA does not require the services of IATSE LOCAL 212 members, a minimum of

24 hours cancellation notice is required. If the minimum notice is not given, minimum charges will apply to a maximum of three and one half hours for a cancelled show call or four hours for a cancellation of any other type of call per person.

ARTICLE 10 – WAGES AND OVERTIME COMPENSATION

- a) Straight time will be paid at the base hourly rate for all work performed:
- i) during the first 8 hours of a normal workday
 - ii) during the first 40 hours of a work week (except as provided below)
- b) One and one half the base hourly rate will be paid for all work performed:
- i) after 8 hours on a normal workday
 - ii) during the first 8 hours on a Sunday
 - iii) after 40 hours and up to 60 hours in a work week
- c) Double the base hourly rate will be paid for all work performed:
- i) after 8 hours and up to 12 hours on a Sunday
 - ii) during the first 8 hours on a Statutory Holiday
 - iii) after 60 hours in a work week
 - iv) during 'turnaround' infringement (as per Article 8 f)
 - v) during the hours between midnight and 8 am on a normal workday
- d) Two and one half the base hourly rate will be paid for all work performed:
- i) after 8 hours and up to 12 hours on a Statutory Holiday
 - ii) after 12 hours on a Sunday
- e) Triple the base hourly rate will be paid for all work performed:
- i) after 12 hours on a Statutory Holiday

ARTICLE 11 – DISCIPLINE, CONDUCT, APPEARANCE

- a) UNION personnel shall be required to dress appropriately and neatly at all times during all performances and may be required to supply standard theatre blacks. Any special dress requirements other than standard theatre blacks such as any required by Occupational Health and Safety shall be provided by the OPERA at no cost to the member. UNION members required to appear on stage in costume supplied by the OPERA shall be paid a premium of \$25/show or rehearsal.
- b) UNION personnel agree that being under the influence of an impairing or intoxicating substance that inhibits the ability to work safely and/or effectively is prohibited while working under this agreement. In instances where a crew member is suspected of being under the

influence, the OPERA may remove the crew member from the work-site to ensure the safety of the crew member and fellow co-workers, as well as to determine whether there is a violation of this prohibition.

- c) Should the OPERA decide as a result of their determination from 10 b), that they consider the crew member is in an impaired condition the OPERA will;
- i) Ask the crew member to take the remainder of the shift off without pay and to vacate the premises.
 - ii) Ensure they have a safe means of transportation to the crew member's domicile.
 - iii) Notify the UNION as the first step in their discipline process.
 - (iv) After UNION consultation the OPERA will employ discipline appropriate to the situation by written notice to the crew member, copied to the UNION.
- d) Notice of termination: For UNION personnel who are engaged by the OPERA on a weekly basis, a three-day written notice is required for the employer and the employee.
- e) All Union Members and Opera Staff agree that a safe working environment includes a workplace free of harassment and workplace violence. 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 include, but are not limited to:
- f) , but are not limited to:
- verbal abuse or threats
 - unwelcome remarks, jokes, innuendoes about a person's body, attire, age, marital status, ethnic or national origin, religion or sexual orientation;
 - displaying of pornographic, racist or other offensive materials;
 - practical jokes which cause awkwardness or embarrassment;
 - unwelcome invitations or requests, whether indirect or explicit;
 - leering, whistling or other similar gestures;
 - comments, suggestions, innuendoes, requests or demands of a sexual nature;
 - unnecessary physical contact such as touching, patting, pinching, punching;
 - indecent exposure;
 - Deliberate misgendering;
 - 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).

All UNION members hired by the OPERA will be provided with the OPERA'S Respectful Workplace Policy and its Harassment Policy.

ARTICLE 12 – GRIEVANCE PROCEDURE

- a) If a difference or grievance arises between the parties or to persons bound by this Agreement as to the interpretation, application, operation or contravention or alleged contravention of this Agreement or as to whether such a difference can be the subject of arbitration, the parties agree to meet and endeavour to resolve the difference.
- b) All differences or grievances shall be presented in writing to the UNION Business Agent and the OPERA immediately, but not later than 5 business days (Monday to Friday) after the alleged violation or knowledge of the alleged violation occurs.

Step 1:

Immediately upon presentation, the grievance or difference shall be discussed between the UNION'S Business Agent and the OPERA's designated representative in an attempt to resolve the difference. If the difference is not settled at Step 1 it shall proceed to Step 2.

Step 2:

Within 3 days of Step 1 conclusion, the UNION'S President and the OPERA'S General Director & CEO shall meet to resolve the grievance or difference. If the difference or grievance is not settled at Step 2, within one week either of the parties may proceed to Step 3.

Step 3:

The Parties shall request the Director of Mediation Services to make the appointment of a single Arbitrator to settle the difference or grievance (see Article 12). The cost of the arbitration shall be shared equally by both parties.

ARTICLE 13 – ARBITRATION

UNION and OPERA agree to use Division 22 Articles 136 (model clauses) and 137 (single arbitration) of the Alberta Labour Relations Code to settle grievances referred to arbitration. No decisions made by arbitration shall by their ruling or award, alter, amend, or change the terms of this collective agreement.

ARTICLE 14 – MANAGEMENT RIGHTS

14.01

Except as, and to the extent specifically modified by this Collective Agreement, all rights and prerogatives of management are retained by the OPERA. The management of the OPERA directs the control of its facilities and operations including, but not limited to, the right:

- (a) To determine and maintain the artistic and ethical integrity and organisational structure of the Theatre.
- (b) To make reasonable rules, regulations and policies, and to introduce practices, governing the conduct and performance of Employees and working conditions in accordance with this Collective Agreement. All Employees shall obey all rules in

respect of the workplace of any authorized OPERA representative. Such reasonable rules, regulations and policies shall be given, in writing, to each Employee and the UNION prior to implementation.

- (c) To determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance, in accordance with this Collective Agreement.
- (d) To direct the workforce in regard to hours of work, (including whether there shall be overtime work), number of Employees, methods and standards of work, use of improved or changed methods/materials, machinery and equipment, description of work to be performed and assignment of work.
- (e) To reward, promote, discipline, demote, discharge and terminate personnel in accordance with this Collective Agreement.

14.02 Discipline

(a) Dismissal for cause.

In the event that the Employee shall commit any one or more of the following activities, the Employee shall be dismissed for cause:

- (i) Dishonesty
- (ii) Willful insubordination
- (iii) Theft

(b) Dismissal following progressive discipline:

An Employee may be dismissed, following the progressive discipline set out below, for the following actions:

- (i) Misuse or abuse of Company property;
- (ii) Failure to comply with the reasonable instructions issued by a supervisor;
- (iii) Carelessness or neglect in the handling of money, supplies, materials, property or equipment;
- (iv) Absence for work without notifying the appropriate manager or supervisor;
- (v) Lateness for work without a valid reason;
- (vi) Disrespectful treatment or use of abusive language towards others;
- (vii) Other actions of a disciplinable nature.

(c) Before dismissal of an Employee under subsection B, above, the Employer shall comply with the following:

- (i) On the first occasion, a verbal reprimand, in the presence of the appropriate Steward, that will be noted in the Employee's personnel file and copied to the UNION and the Employee;
- (ii) On the second occasion, a written reprimand shall be provided to the Employee, with a copy being placed on the Employee's personnel file and a copy being provided to both the UNION and the appropriate Steward;

- (iii) On the third occasion, the Employee may be subject to dismissal. A letter shall be presented to the employee in person with a copy going to the UNION and the Employee's personnel file.
- (iv) All letters on file will be expunged after twenty-four (24) months from the first occurrence;
- (d) Harassment will be dealt with in accordance with OPERA'S employment policies. Each Employee will be supplied with a copy of the current Harassment Policy. The Employer will consult with the UNION regarding any change to the current policy.
- (e) The Employer shall recompense Employee(s) for lost wages as a result of dismissal without cause, which shall include all wages and benefits that the Employee(s) would have been entitled to receive during the period commencing at the time of dismissal and concluding at the time of reinstatement.

ARTICLE 15 – UNION RIGHTS

- a) As the party of the second part is a LOCAL Member of The International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of The United States its Territories and Canada, nothing in this agreement shall ever be construed to interfere with any obligation the party of the second part owes to such International Alliance by reason of a prior obligation, provided that the foregoing shall in no event be construed or applied so as to contravene an applicable Federal or Provincial Law.

ARTICLE 16 – DURATION AND TERMINATION OF THIS AGREEMENT

This agreement shall become effective from the 1st day of July 2025 and shall remain in full force and effect until the 30th day of June 2030. It shall be renewed automatically from year to year thereafter unless either party gives notice in writing to commence collective bargaining, such notice to be delivered not more than one hundred and twenty days (120) and not less than sixty (60) days prior to the 30th day of June 2030.

Should either party give written notice to the other party pursuant to the above clause, this agreement shall thereafter continue in full force and effect until:

1. a new collective agreement is concluded;
2. a strike or lockout commences.

Any conclusions reached in the negotiations shall be made retroactive to the said anniversary date.

Signature Page

For the UNION

**The International Alliance of Theatrical Stage
Employees, Moving Picture Technicians,
Artists and Allied Crafts of the United
States its Territories and Canada, LOCAL 212.**



Damian Petti, President

Rebecca Solly, Stage Business Agent

March 3, 2025
Date

- and -

For the
CALGARY OPERA ASSOCIATION



Sue Elliott, General Director & CEO

Cody Stadel, Director of Production

March 3, 2025
Date

Schedule A - STAGEPAY 212 Inc - Payroll Reference Sheet

Sub Total / Gross Wages

Vacation pay (6%) is combined with wages to determine the subtotal. (Subtotal = Wages + 6%)
This number constitutes "gross wages".

RRSP Benefit Calculation

Employer RRSP Contribution (5%) is then applied to gross wages and remitted by Stagepay 212 to the Canadian Entertainment Industry Retirement Plan.

Employment Insurance Calculation**

Employment Insurance is calculated pursuant to Employment Insurance Act and Regulations. This calculation is applied to gross wages.

Canada Pension Plan Calculation**

CPP contribution rates are pursuant to the Canada Pension Plan Act and Regulations. This calculation is applied to gross wages plus RRSP amount.

Administration Fee

The Stagepay 212 Inc administration fee of 13% is calculated on combined gross wages, RRSP, Employment Insurance and Canada Pension Plan totals. The administration fee includes amounts for contributions to WCB premiums, member Health and Welfare insurance premiums, member education and member payroll and dispatch administration as required.

GST AMOUNT**

5% GST is applied only to the administration fee.

****Stagepay 212 Inc (GST # 803783943)** will comply with all current and amended CRA legislation and rulings including treatment of payroll, statutory calculations, deductions and remittances as they become known.