

COLLECTIVE AGREEMENT

BETWEEN
FATHERS OF CONFEDERATION BUILDINGS
TRUST
OPERATING CONFEDERATION CENTRE OF
THE ARTS
CHARLOTTETOWN, PRINCE EDWARD
ISLAND
(Hereinafter referred to as the "Employer")
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 NUMBER 906A, CHARLOTTETOWN,
PRINCE EDWARD ISLAND
(Hereinafter referred to as the "Union")

Effective April 1, 2009 to March 31, 2012

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DEFINITIONS

Employees:

Under the terms of this Agreement, "Employees" shall be defined as stagehands, including members in good standing of I.A.T.S.E. Local 906A, provided by Local 906A for employment at Confederation Centre of the Arts.

Management:

Under the terms of this Agreement, "Management" shall be defined as the Fathers of Confederation Buildings Trust and its responsible officers concerned with the control and operation of Confederation Centre of the Arts and the Charlottetown Festival.

Confederation Centre of the Arts:

Under the terms of this Agreement, "Confederation Centre of the Arts" shall be defined as those premises operated and administered by the Fathers of Confederation Buildings Trust and shall include the main complex, MacKenzie Building, and any stagecraft construction workshops or stagecraft storage areas not within these premises but operated by Management.

Performance:

A performance will be the presentation of an event for which the performance rate will apply to a maximum of 3 ½ hours from the start of the performance call. After 3 ½ hours the appropriate hourly rate will apply. The performance rate will not be paid for church services, lectures, meetings and dinners.

Dress Rehearsals:

A "dress rehearsal" is defined as a run-through of a production where the majority of the cast is called in costume, and shall be deemed as a performance and paid for at the performance rate. For the Charlottetown Festival and tours, there shall be a minimum of one dress rehearsal prior to opening for each production.

General Theatre Call:

"General Theatre Call" shall be defined as all work including, but not limited to, maintenance, construction workshops, rehearsals other than dress, preparation for the Charlottetown Festival, and loading and shipping of stage materials.

Show Call:

"Show Call" shall be defined as all work pertaining to the take-in and set-up of an attraction, the performance, and the take-down and put-out of the attraction.

In-Production:

"In-Production" shall refer only to Charlottetown Festival productions. For the Charlottetown Festival, it shall commence with the second Saturday prior to the opening date in Charlottetown and end with the final performance. For pre- and post-season tours, it will commence with the dress rehearsal and end with the load-out at Charlottetown.

Pre-Production:

"Pre-Production" shall refer only to Charlottetown Festival productions in Charlottetown, and shall be defined as follows:

(a) For the scenery construction foreman, the period when constructions begins at a construction workshop other than the premises at Confederation Centre and continuing until construction is complete.

(b) For the properties construction foremen, the period beginning with the first day of rehearsal and continuing until construction is complete.

ARTICLE 1 – RECOGNITION

- 1.01 Management agrees to recognize I.A.T.S.E. Local 906A as the sole bargaining agent for all stage employees with respect to wages, hours of work and all other working conditions.

- 1.02 Management agrees to display the official emblem of the Union in the Box Office areas in view of the public. The Union shall supply Management with its emblems to specifications and design approved by Management.

- 1.03 Management agrees to give credit to the Heads of Department in house programs and souvenir programs published under Management control.

ARTICLE 2 - UNION SECURITY

- 2.01 Management agrees to employ only stage employees who are members in good standing of I.A.T.S.E. Local 906A or stage employees who are supplied by I.A.T.S.E. Local 906A.

- 2.02 As the Union 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 contract shall be construed to interfere with any obligation the Union 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 any applicable Federal or Provincial law.

2.03 Nothing in this contract shall preclude employees from entering into individual salary agreements with Management on agreed-upon terms and conditions. Such contracts may not contravene the terms of this contract and must be negotiated by the Union or its representatives.

2.04 Employees will not be required to do the work of striking employees during a legal strike or lockout.

2.05 The Business Agent of I.A.T.S.E. Local 906A or his representative shall be admitted at all times into any area covered by this Agreement to observe conditions under the jurisdiction of I.A.T.S.E. Local 906A, following notification to the General Manager - Theatre.

2.06 Management agrees that this Agreement shall be deemed to be made with each employee so that each employee may sue for his wages if necessary.

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ARTICLE 3 – JURISDICTION

3.01 Subject to provisions outlined elsewhere in this Agreement, it is agreed that all construction, operation, alterations, and maintenance of stage equipment, including but not limited to scenery, drapes, picture sheets, lighting, sound, projection, special effects, properties and wardrobe, shall be performed by members of I.A.T.S.E. Local 906A, except for the following exclusions:

1) Amateur pre-production including the construction of the scenery, props, and costumes, but excluding the operation of any Centre technical equipment.
Amateurs shall not operate Centre technical equipment.

2) Banquets and receptions, and other events specifically excluded by the Union,
confirming present practice in a letter to be issued outside this Agreement.

3.02 (a) Section 3.01 of Article Three shall not apply to persons called in to modify or repair equipment who are employed by suppliers of original equipment. Original installation shall also be

included in this section, but if the equipment installed, modified, or repaired is equipment that would normally, when in use, be equipment for which an employee under this Agreement would be responsible, the appropriate Department Head shall be present at least such time during installation, modification, or repair as is necessary to be informed as to the operation, care, and maintenance of this equipment.

(b) Section 3.01 of Article Three shall not apply to construction or reconstruction of stages under I.A.T.S.E. jurisdiction except that a permanent Head of Department and I.A.T.S.E. Local 906A be made aware of such changes. It is understood that a permanent Head Carpenter be in the building during such construction or reconstruction, at least during regular working hours. Wherever possible, members of I.A.T.S.E. Local 906A will be engaged as unskilled labour for such construction or reconstruction.

3.03 All technical equipment, properties, and sceneries which are used by the Festival will be loaded and unloaded from transport by members of I.A.T.S.E. Local 906A.

If extra people are required for such loading and unloading and are called in especially, they will be paid for a four (4) hour minimum call at the prevailing rate.

Local deliveries from one shop or theatre to another shop or theatre shall not be included in this clause.

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3.04 All sets, sceneries, and so far as reasonably possible, storage or traveling boxes or crates, properties, and costumes used in any presentation produced by the Confederation Centre of the Arts shall be constructed by members of the Union. (see also 3.01:1).

3.05 Anyone from outside I.A.T.S.E. Local 906A who is employed by the Confederation Centre of the Arts under the terms of this agreement shall be subject to all privileges and responsibilities under the terms of this Agreement and the Union's constitution and bylaws.

3.06 It is agreed that members of I.A.T.S.E. Local 906A will be given right of first

consideration for all stagehand positions connected with any production which the Confederation Centre of the Arts will perform in Canada or abroad.

3.07 In the event that any part of Confederation Centre of the Arts is rented or leased after the date of this Agreement to a third party, Management agrees that any work normally carried out or which could be carried out by personnel supplied by the Union will be carried out by members of the Union under the terms and conditions set forth in this Agreement, except as excluded under Clause 3.01 and the letter to be provided by the Union.

3.08 It is also agreed that any future performing areas operated by the Confederation Centre of the Arts shall also be under the jurisdiction of the Union and will be subject to discussion and agreement with the Union prior to their use.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Management reserves the right to refuse employment to individual stage employees for just cause, subject to grievance procedure.

4.02 The Union recognizes that the Management of the Confederation Centre of the Arts, the control of its properties, and the maintenance of order on its premises are solely the responsibility of the Employer.

4.03 Management shall reserve the right to make such rules and regulations deemed necessary for the efficient conduct and control of performances and working conditions. Included in such rules shall be:

- a) The right of direction and determination of the size of its work force;
- b) The right to dismiss or discipline for proper cause;
- c) The right to determine the timing, requirements, and methods of work;
- d) The right to determine job qualifications for Department Heads.

The employees agree to obey such rules and regulations additional to (a), (b), (c), and (d) above, set forth by authorized representatives of Management, provided that they do not conflict with the terms of this Agreement, with the written by-laws and working rules of the

employees in effect at the date of this Agreement or subsequently approved by management, or with the present rules and regulations of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada. Management agrees that the Business Agent of Local 906A will be informed in writing of all such rules and regulations, and any subsequent changes will be discussed prior to issuance.

4.04 The Union agrees to supply Management with an up-to-date copy of the by-laws and working rules of I.A.T.S.E. Local 906A, as well as a copy of the rules and regulations of the International Alliance at the time of signing of this Agreement, or such certified extracts therefrom as the Union wishes Management to be bound by. Otherwise, any rules and regulations set forth by Management shall be deemed not in conflict with the aforementioned by-laws, rules, and regulations.

ARTICLE 5 - LABOUR-MANAGEMENT COMMITTEE

5.01 A Labour-Management Committee under the terms of reference of the Prince Edward Island Department of Labour shall be continued as a forum for the discussion of Union-Management matters.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 It is the mutual desire of the parties that complaints of the employees will be adjusted as quickly as possible. It is understood that an employee has no grievance until the matter has been referred to his immediate Management Supervisor and an opportunity has been given to adjust the complaint. For the purposes of handling grievances, the following procedure shall apply:

Step 1 An employee having a grievance or complaint shall first discuss the same with his Business Agent.

Step 2 The Business Agent and the griever shall go before the General Manager -Theatre, and the Business Agent shall submit one written copy of the grievance and retain another within five (5) full working days from the date of the circumstances giving rise to the occurrence of the grievance. If the General Manager - Theatre has not replied in writing or the griever feels he has not

received a fair or just decision from the General Manager - Theatre within five (5) full working days, then he may proceed to Step 3.

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Step 3 The grievance shall be submitted in writing directly to the Personnel Manager and/or his representative within five (5) full working days from the date of receipt of the decision in Step 2. Within five (5) days of receiving the grievance, a meeting shall be convened. The grievor and the Business Agent and a Union representative may be present at this meeting. The Personnel Manager and/or his representative shall, within a period of five (5) full working days from the date of this meeting, reply in writing and forward this reply to the Business Agent with a copy to be forwarded to the Union representative. If the grievor feels he has not received a fair or just decision from the Personnel Manager and/or his representative, he may proceed to Step 4.

Step 4 If the decision of the Personnel Manager and/or his representative is unacceptable to the grievor, he may, on giving five (5) calendar days notice following receipt of the decision, notify the Employer in writing through the Personnel Manager and/or his representative of his intention to refer his dispute to arbitration. A single arbitrator will be mutually agreed upon within fifteen (15) calendar days by the Employer and the Union, and his decision shall be accepted and binding. Should the Employer and the Union fail to agree on one (1) arbitrator, the Minister of Labour of the Province of Prince Edward Island shall be asked to appoint one. The arbitrator's decision shall be rendered in writing within thirty (30) calendar days after presentation of the case by each party. Each party to this Agreement shall pay one-half of the fees and expenses of the arbitrator.

6.02 No person being appointed as an arbitrator shall have been involved in an attempt to negotiate or settle this grievance.

6.03 No matter may be submitted to arbitration which has not properly been carried through all previous steps of the grievance procedure.

6.04 It is agreed that if the party filing the grievance does not process it from one step to the next within the time limit stated, the grievance shall be considered dropped by the party instituting the grievance, unless the time limits are waived by mutual consent of the parties in writing.

6.05 The Business Agent shall not lose any wages for time spent absent from his regular duties while in attendance at grievance meetings with Management.

6.06 Outside representatives of the Union may discuss any matters with an employee on the employer's premises during working hours, provided they first receive permission from the Personnel Manager to do so. No group meetings for the purpose of conducting Union affairs will be held on the premises of the employer without the express permission of the Personnel Manager in writing.

ARTICLE 7 – MANPOWER

7.01 The Union agrees to supply all necessary personnel to perform such work as is required and as pertains to its various crafts. Such personnel shall be capable of performing tasks normally required of technicians who are members of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada.

7.02 The Union agrees that all workers supplied for work shall be equipped with the following basic tools:

Hammer

Pliers

Robertson screwdriver

Slot screwdriver

Utility knife

Adjustable wrench

Tape measure

All other equipment shall be supplied by Management if Management deems it necessary.

7.03 The Confederation Centre of the Arts shall at all times employ a sufficient number of workers to carry out the duties and tasks scheduled for any Department Head in the time specified for completion of these tasks.

7.04 The number of workers employed in Section 7.03 shall be mutually agreed upon by the Business Agent and Management designate. Where time prevents mutual agreement, the decision of

Management shall be honoured provided provincial health and safety regulations are not violated.

7.05 In the event that Confederation Centre of the Arts accepts contracts for the construction of scenery, properties, or other stage materials, the appropriate construction foreman will be called in and paid at the construction foreman rate.

ARTICLE 8 - DEPARTMENT HEADS

8.01 Management agrees to employ four (4) permanent Department Heads in Carpentry, Electrics, Properties, and Audio, who shall assume supervisory responsibility delegated to them within the departments to which they are assigned. Department Heads agree to exercise all care and caution in the performance of their duties for the protection of the physical plant and its equipment.

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8.02 Management personnel shall submit all work schedules and procedures to the Head of Department involved. The Department Head will then be responsible for the deployment of work forces available and to make the most efficient use of personnel and time. In no case shall work schedules or procedures be given to any other person employed under this Agreement, unless the Department Head is immediately present and agrees to such discussion.

8.03 The Heads of Department shall be responsible for keeping of time sheets daily for employees working in their department and filing them with the General Manager -Theatre on the day specified.

8.04 Management shall have the right to select permanent Heads of Department, provided that they remain members in good standing of I.A.T.S.E. Local 906A, by the procedure outlined in the following section.

8.05 If a permanent position is being vacated or created, Management will inform the Business Agent in writing at least thirty (30) days in advance. As soon as possible thereafter, a list of suitable candidates in order of seniority will be given to the Personnel Manager. Management will give all due consideration to the length of service at the Confederation Centre of the Arts, leadership and work abilities, and seniority of each candidate. It is understood that Management will give each candidate the same consideration, but will retain the right of choice.

8.06 The hiring of seasonal Heads of Department will follow the procedure outlined in Section 8.05. During the non-Festival period

when there are departments without permanent Heads, or when the permanent Head of Department is not working for any reason, when required by Management, the replacement Head of Department will be chosen by the Business Agent. Management will retain the right of refusal, subject to grievance procedure.

When each seasonal Head of Department is selected, the worker will be provided with a description of his/her responsibilities.

8.07 In no event will any member of any local of I.A.T.S.E. be consulted by Management concerning the filling of any position covered by this Agreement without first notifying the Business Agent of I.A.T.S.E. Local 906A in writing.

8.08 (a) Permanent Heads of department will be guaranteed weekly employment of forty (40) hours based on the regular hourly rate for Department Heads specified in Schedule "A".

(b) Management shall, in consultation with the Union, designate two (2) consecutive weeks annually in January as unpaid non-service weeks, during which time no

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activities will take place on stage or in the theatre. Affected employees will be notified no less than thirty (30) calendar days in advance. The employees may elect to use accumulated vacation during this period.

8.09 All articles of this Agreement shall apply to seasonal or temporary replacement Department Heads.

8.10 It is agreed that the permanent Heads of Department are primarily hired to work in the Confederation Centre of the Arts and may not be required to tour. In the event that a permanent Head of Department does go on tour, he will be replaced by a member of Local 906A for the period of time he is absent from his regular duties.

8.11 (a) When a permanent head of department is required to work on a Sunday or Holiday, he will be paid according to the scale detailed in Article 15.04.

(b) When a permanent head of department is required to work on a Sunday in

preparation for a following week's schedule, he will get a regular paid day's credit to be taken at a mutually agreeable time. Otherwise there will be no alternate paid day's credit.

8.12 (a) During the Employee's first through fourth years of continuous employment with the Employer, the Employee shall earn paid vacation leave at the rate of one and one-quarter ($1\frac{1}{4}$) days per month, but not to exceed a total of 15 days vacation leave per year.

(b) During the Employee's fifth through seventeenth year of continuous employment with the Employer, the Employee shall earn paid vacation leave at the rate of one and two-thirds ($1\frac{2}{3}$) days per month, but not to exceed a total of 20 days vacation leave per year.

(c) During the Employee's eighteenth and subsequent years of continuous employment with the Employer, the Employee shall earn paid vacation leave at the rate of two and one-twelfth ($2\frac{1}{12}$) days per month, but not to exceed a total of 25 days vacation leave per year.

8.13 For purposes of the calculation of overtime, eight hours will be credited to the applicable weekly hours of a permanent Head of Department for each statutory holiday as defined in Article 15.01 when he does not work the statutory holiday.

8.14 For permanent Department Heads, four (4) hours shall constitute the minimum call for the first call of the day or following a break of more than two (2) hours.

ARTICLE 9 - MINIMUM CREW

9.01 All performances taking place on the mainstage will be subject to a minimum crew of four (4) Department Heads. When more than the minimum crew is required to work a performance, the number of stagehands will be determined by the General Manager -Theatre in consultation with the Business Agent. The number and mix of stagehands will be dependent upon the technical requirements of the performance.

9.02 Attractions including non-performances requesting less than the minimum crew may make application to the Business Agent or his representative at least 48 hours in advance to have the minimum crew reduced. Agreement will not be unreasonably withheld. If a mutual agreement cannot be reached, the decision of the Business Agent or his representative will be honoured. However, if the extra crew member is not required during the non-performance, he may be required to work a general theatre call.

9.03 Sections 9.01 and 9.02 will not apply to attractions which use only a projector, projector sound system, house curtain, and projection screen. In this case, only a projectionist will be employed. The Projectionist will be paid at the Head of Department rate for the performance. In addition, the Projectionist will be paid one hour at the regular Department Head hourly rate for the shipping and rewinding of films for the change-over and load-out of film.

9.04 The crew required to work a production shall be engaged for all performances of the production, with the exception that the crew for any production may be reduced after the first and before the fourth performance of each production. The crew used for the fourth performance shall be considered the required crew for the entire run of the production.

9.05 It is agreed that an employee may be called upon to perform any related work in the department to which he is assigned and further that, within reason and for a specific and limited duty, he may be called upon to lend temporary assistance in other departments at the discretion of the Head of Department to which he is assigned. Based on the priority of work required by Management, such agreement shall not be unreasonably withheld.

9.06 Performances in the MacKenzie Building shall require a minimum crew of one (1) Department Head.

9.07 The minimum crew during the Charlottetown Festival will normally be:

Lecture Theatre -	1 Department Head
MacKenzie Theatre -	2 Department Heads and 1 stagehand.
For an extended	

summer season, the union will agree to reduce the crew to 2 heads of department if the performance is a band whose technical requirements are minimal.

Mainstage - 5 Department Heads and 5 stagehands as follows: 1 carps, 1 props, 1 deck electrician, and 2 follow spots.

If the technical requirements of a Mainstage production are such that any of the five stagehands are not required in their designated position, the stagehand can be utilized in another position on the Mainstage with the exception of wardrobe. When more than the minimum crew is required, the number of stagehands will be determined by the General Manager - Theatre in consultation with the Theatre Department Heads. The number and mix of stagehands will be dependent upon the technical requirements of the performance. If, in the opinion of the General Manager - Theatre, a show requires less than the minimum crew, he may make application to the Business Agent or his representative to have the minimum crew reduced. The decision will be based on the technical requirements of the performance and agreement will not be unreasonably withheld.

Personnel for minimum crews will be assigned according to union seniority before the first technical rehearsal, and will not be changed during the run of a production.

All extra stagehands required to work a production, other than the aforementioned minimum crews, shall be engaged for all performances of a production, with the exception that the crew for any production may be reduced before the fourth performance of each show. The crew used for the fourth performance shall be considered the required crew for the entire run of the production.

ARTICLE 10 – CALLS

10.01 Four (4) hours shall constitute the minimum call except as otherwise provided in this Agreement. Any call may be extended, provided the proper meal and rest periods are observed as set out in Article 14.

10.02 The minimum call for a change-over shall be four (4) hours. A change-over is a change between a public performance and a dress rehearsal (any combination). The rate will also apply to those people working within any department which is required to provide most elements of the show connected with that department for changes between a rehearsal, a dress rehearsal, or a public performance (any combination).

10.03 Those working a performance or dress rehearsal which runs longer than four (4) hours will be paid at the prevailing hourly rate for the time in excess of four (4) hours.

10.04 When Management requires personnel to perform work which is encompassed by this Agreement in view of the public, in a costume related to the production the individual(s) involved will be paid an additional sum of fifteen dollars (\$15) per performance.

10.05 No work other than that pertaining directly to the presentation of a production will be performed during a show call. A show call will only apply to public performances and/or dress rehearsals.

10.06 Rehearsals other than dress rehearsals shall be paid at the prevailing hourly rate.

10.07 The basic hourly and/or performance rate as applicable will be paid for all work performed between the hours of 8 a.m. and 5 p.m. Monday through Friday, and from 5 p.m. to midnight Monday through Friday, and from 8 a.m. to midnight on Saturday for show calls (set-up, performances, strikes) and rehearsals.

10.08 One and one-half times (1½) the basic hourly rate will be paid for all work performed between the hours of 5 p.m. and midnight Monday through Friday, and 8 a.m. to midnight on Saturday, exclusive of set-up, performances, strikes, and rehearsals.

10.09 Section 10.08 does not apply during any in-production period as defined.

10.10 Twice the prevailing hourly rate shall be paid for all hours worked between the hours of midnight and 8 a.m.

10.11 Four (4) hours shall constitute the minimum call for all personnel called to take in and set up a production.

10.12 Four (4) hours shall constitute the minimum call for all extra personnel called to take down and put out a production. Show crew will be paid for actual hours worked on the strike.

10.13 Any call to work after a break of more than two (2) hours shall constitute another minimum call.

10.14 Because of the educational nature of workshops, I.A.T.S.E. Local 906A agrees that workshops will not be covered by this Agreement unless a reasonable minimum of staging equipment is used and no non-union personnel are paid to perform tasks normally carried out by members of I.A.T.S.E. Local 906A. These points will all be discussed with the Business Agent at least one (1) week in advance of the workshop; and in the event that no mutual agreement can be reached, the decision of the Business Agent shall be honoured, subject to grievance.

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10.15 Management agrees to give the Business Agent, where possible, forty-eight (48) hours notice, in writing, of all calls.

10.16 Management will give forty-eight (48) hours notice, in writing, of any attraction to be presented at the Confederation Centre of the Arts.

10.17 In extenuating circumstances, neither party may be held responsible for failure to comply with Clause 10.15 and 10.16.

10.18 The performance rate will not be applicable for Children's Theatre during the Charlottetown Festival unless the performance time of a single show exceeds two (2) hours. Hours of work and size of crew will be dependent upon the technical requirements and will be determined by mutual agreement of the General Manager - Theatre and the Business Agent. Such agreement will not be unreasonably withheld.

10.19 The Union recognizes the unique nature of the Young Company. Hours of work and the size of the crew scheduled for Young Company productions will be dependent upon technical requirements and will be determined by mutual agreement between the Union's Business Agent and the Director of Production. If no mutually acceptable agreement can be reached, the terms of the Collective Agreement will prevail.

For the term of this agreement the hours of work shall be as stipulated in the Union's letter of understanding.

ARTICLE 11 - STILL PHOTOGRAPHY

11.01 Management reserves the right to utilize the Confederation Centre of the Arts for the purpose of taking still photography without reference to the Union.

11.02 Where men are specifically called in to service a photo-call, as defined by Actors' Equity contracts, such a call shall be for a minimum of four (4) hours, paid at the prevailing hourly rate.

11.03 When Management requires the use of the stage for still photography, Management will retain only those employees necessary to service the photo-call.

11.04 When a photo-call is held immediately following a regularly scheduled performance, the additional time will be paid at the prevailing hourly rate. Where, in emergencies, the Centre finds it impossible to schedule a rest period after five (5) hours, workers will be paid in lieu thereof an additional hour's pay at straight time.

11.05 It shall be permissible for Management to take still photographs of rehearsals while they are in progress without reference to the Union, provided there are no extra services required of the employees.

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11.06 Management agrees to give the Business Agent twenty-four (24) hours notice of a photo-call in the Confederation Centre of the Arts.

ARTICLE 12 - MOVIE, VIDEOTAPE, TELEVISION, TAPE RECORDING

12.01 It is agreed that when areas of the Confederation Centre of the Arts are used for television, video-taping, or film making by people or organizations for items not covered in 12.03 like commercials, show shoots, and remote feeds, Management and the Union will prepare a mutually acceptable contract for wages and crew size to the outside agency. It is agreed that wages not be less than those stated in this contract. It is also understood that when crew size has already been identified, it will not be reduced.

Neither Management nor the Union will open or conduct this business without prior input and approval from the other.

If at any time the Confederation Centre of the Arts engages outside contractors to do commercials, etc., outside the parameters of this contract Management would endeavor to encourage those contractors to employ qualified members of I.A.T.S.E. Local 906A.

12.02 Radio broadcasting or tape recording, using Centre equipment, for broadcasting in any form and radio broadcasting

companies and tape or record recording companies shall also be covered.

12.03 It is agreed that news and public affairs film and recording intended for the promotion of the public interest in the Centre and/or in a production at the Centre may be made without restriction. Management shall provide, where possible, forty-eight (48) hours prior notification to the Business Agent of the coverage. It is agreed that all equipment which is directly related to the filming or recording of the item and which is within the Union's jurisdiction and competence shall be handled by members of the Union. When a member is called to do such work, the member shall be subject to the rates and conditions of this collective agreement. In the case when a crew is a self-contained unit (i.e. camera, portable lighting used during interviews or non-dramatic presentations, and portable audio recording device), and requires only simple service (i.e. direct plug-in to an adjacent audio feed when provided by an available audio technician, use of electric service outlets), no Union worker need be assigned. If any performers are to be paid extra as a result of television coverage, a Union worker or workers shall be assigned.

12.04 Centre personnel in other departments are allowed to make in-house videos so long as the equipment is handled by recognized Centre personnel only. No activity under this clause will violate any part of Article 12.01.

Management can request that during specified performances (i.e. school concerts) members of the audience may be permitted to use video equipment and cameras in

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designated areas of the theatre. At no time will this clause be in conflict with Article 12.01. Management will provide, where possible, at least forty-eight (48) hours notice to the Business Agent.

12.05 Transmission or reception devices set up or taken down at the Confederation Centre of the Arts shall employ a minimum of one (1) man at the prevailing Head of Department rate.

ARTICLE 13 - TRAVELING AND YELLOW CARD PRODUCTIONS

13.01 Management agrees to honor the minimum crew specified by the Yellow Card for touring productions where such is applicable, and further agrees not to reduce the number of employees working a production unless such production has been modified.

13.02 For Yellow Card touring productions for Confederation Centre Theatre, four (4) hours shall constitute the minimum call for all employees called to take in, and four (4) hours shall constitute the minimum call for all extra employees called to put out a production. Show crew will be paid for actual hours worked to put out a production.

13.03 The Union will supply an operator when a portable electric switchboard or portable audio board is used in the Confederation Centre of the Arts. The operator will be paid at the prevailing rate specified for Heads of Department.

13.04 Anytime a travelling production will arrive with a tractor trailer to load in a show, management designate will consult with the Union no less than seventy-two (72) hours in advance on the number of required loaders. A loading call will be a minimum of four (4) hours.

ARTICLE 14 - REST AND MEAL PERIODS

14.01 The normal work period will be four and one-half (4 ½) consecutive hours before a one hour unpaid rest period shall be authorized.

14.02 In special circumstances and during the in-production period, up to five (5) hours will be permitted. The special circumstances will be determined by mutual agreement between Management and the Business Agent or his representative, and where possible, these arrangements will be made twenty-four (24) hours in advance.

14.03 Working more than five (5) hours without a meal break will be permitted only when absolutely necessary and with the permission of the Business Agent of I.A.T.S.E. Local 906A, except as provided in Articles 14.05 and 14.06.

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14.04 Except as provided under Section 14.05, 14.06, and 14.07, if the number of consecutive worked hours exceeds five (5), as provided in Section 14.03, there will be a bonus of an additional hour's pay at straight time and a proper meal will be provided for each person and paid for by Management. One-half hour will be allowed for employees to eat this meal.

14.05 Section 14.03 does not apply when on a specific show call or combination of show and changeover; any time over five (5) hours will be paid at the prevailing rate plus a bonus of \$3.50 per hour.

14.06 Section 14.03 does not apply when on days when two performances are scheduled and it is impossible for the personnel involved to have a full one hour meal break, a bonus of one extra hour's pay at straight time and a proper meal will be provided for each person paid for by Management. One-half hour will be allowed for employees to eat this meal.

14.07 Sections 14.05 and 14.06 shall apply to all presentations with any type of audience and shall include dress rehearsals.

14.08 Coffee breaks shall be permitted and shall be scheduled at the discretion of Management.

14.09 A break of eight (8) hours will be given at the conclusion of one day's work before work is resumed the following day.

14.10 No employee shall be required to work more than sixteen (16) hours, including meal breaks, during any twenty-four (24) hour period.

14.11 Departments may be released separately for meal breaks.

ARTICLE 15 - HOLIDAYS

15.01 The following days shall be considered as Holidays, as shall any additional Holidays proclaimed by Federal, Provincial, or Municipal governments:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Remembrance Day	Islander Day

15.02 Holidays shall be deemed to begin at midnight and end at 8 a.m. the following morning.

15.03 All work performed on the Statutory Holidays as defined in Article 15.01 will be paid at twice the basic hourly and/or performance rate, as applicable. The numbers of hours worked will be added to the weekly time total in determining the calculation of overtime.

15.04 All work performed on Sundays be paid at twice the hourly and/or performance rate, as applicable, for all performances, including amateur and non-profit. The number of hours worked will not be added to the weekly time total in determining the calculation of overtime.

15.05 For employees working on a permanent basis, holidays which fall on a Saturday or Sunday will be observed the following Monday, or other day mutually agreeable.

15.06 Two Floating Holidays shall be granted to all full-time employees once per year at the employee's request, with the approval of the Supervisor or Department Head.

ARTICLE 16 - VACATION AND TERMINATION

16.01 (i) Permanent Heads of department shall receive vacation pay based on ten (10%) percent of overtime earnings.

16.01(ii) All other employees shall receive vacation pay based on gross earnings as follows:

- a) 4% during each of the first three years of service;
- b) 6% during each of the fourth through seventh years of service;
- c) 8% during each of the eighth through seventeenth years of service;
- d) 10% during the eighteenth and subsequent years of service.

Years of service for non-permanent employees will be based on the existing Union Seniority List and shall be updated by one year for each year subsequently worked. Yearly updates will not be credited to people not working the year, but no loss of seniority will occur.

16.02 A leave of absence without pay to attend Executive Union meetings, Labour Conventions and Congresses for a reasonable period of time shall be granted to one (1) employee duly authorized in writing by the Executive of the Union, provided that request for such leave is forwarded to the Personnel Manager by the Union at least fourteen (14) days prior to the commencement of such leave.

16.03 Vacation pay to the preceding week will be made available with one (1) week's written notice to the Director of Finance.

16.04 Jury Duty:

An employee who is employed on a weekly guarantee or during the in-production period and is called upon to serve as a juror shall receive an amount equivalent to the difference between the previous

weekly salary and any amount received from the Crown for jury duty upon presentation of a certificate from the Crown verifying the amount of jury pay received. An employee subpoenaed as a witness shall receive his regular wages for that period.

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16.05 Management agrees to notify the Business Agent at least one (1) week in advance, in writing, of the lay-off of Summer Festival personnel or pay one (1) week's salary in lieu thereof to each employee involved.

16.06 When the employer terminates the employment of a permanent employee, the employee and the Business Agent shall be notified of such at least four (4) weeks in advance of the termination. In addition, the employee shall receive one (1) week's severance pay at the employee's regular rate for each full year of service. Notwithstanding the foregoing, the minimum severance pay shall be six (6) weeks and the maximum shall be twenty-six (26) weeks.

16.07 The provisions of Sections 16.05 and 16.06 shall be waived when an employee is discharged for drunkenness, dishonesty, or for other reasons where it has just cause. Such discharge shall be subject to the grievance procedure.

16.08 The Union agrees to give one (1) week's notice when an employee wishes to cease employment or 30 days' notice in the case of a Department Head.

16.09 Section 16.08 may be waived in the case of non-payment of wages.

ARTICLE 17 - PENSION PLAN

17.01 (a) The Employer shall provide a pension plan and employee contributions to that plan shall be up to 6% percent of gross earnings, with a matching contribution by the Employer.

(b) Pursuant to (a) above:

(i) Seasonal employees, at the time of rehire, shall advise the employer of their pension contribution election and that level of contribution shall remain in effect for one (1) year.

(ii) Permanent employees shall advise the employer no later than April 30th of each year of their pension contribution election and that level of contribution shall remain in effect for the greater of one (1) year or until that employee advises otherwise.

(c) Employees may make contributions to the pension plan in excess of the maximum amount outlined in 17.01(a), however these excess contributions shall not be matched by the Employer.

17.02 Management will supply an itemized statement, in duplicate, showing the names and contributions of the participating members.

ARTICLE 18 - HEALTH - ACCIDENT – SICKNESS

18.01 Management agrees to provide all employees with accident insurance under the provisions of the Worker's Compensation Act or equivalent benefits.

Management further agrees to become familiar with and abide by the regulations of the Worker's Compensation Act and provide all safety equipment deemed necessary by the Worker's Compensation Board.

18.02 Permanent Heads of Department shall accumulate sick leave on the basis of one and one quarter(1¼)days per month for each month of permanent service, subject to a maximum of 130 days. Proof of illness in the form of a physician's, dental, chiropractor, or other suitable certificate shall be supplied to Management on request. Each employee incapacitated for sickness or accident shall be entitled to a leave of absence without pay to a maximum of sixty (60) days following expiration of sick credits, with the provision of a physician's, dentist's, chiropractor's, or other suitable certificate. On the expiration of the sixty day period, the employee may apply for an extension of sick leave. This extension will be at the discretion of Management.

18.03 Management agrees to pay a premium of an extra hour's pay for each hour the employee is engaged in hazardous work and where the work is outside the scope of normal stage operation, i.e., hazardous chemicals and fumes, changing theatre ceiling lights,

working inside proscenium arches, and other areas deemed hazardous by mutual agreement. If a dispute arises in the determination of such hazardous areas, such areas shall be defined by the Worker's Compensation Board.

18.04 Any members and registered apprentices shall be eligible to become full partners in the Maritime Medical or similar medical plans offered at the Confederation Centre of the Arts on an equal basis with those employed on a permanent basis. Employees who opt for such coverage who are laid off and remain on the call list shall continue to have this benefit cost shared with the employer on a 50-50 basis.

18:04 a Management will create a new health plan for employees still working beyond the age of 70. This plan will be cost-shared, consistent with the amount paid for the regular plan.

18:04 b Employees must work a minimum of 400 hours in the previous year to maintain medical coverage

18.05 Maternity Leave shall be granted to any employee without loss of seniority.

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18.06 For an employee covered under a weekly guarantee or working on a regular basis, a leave of absence with pay will be granted for good and sufficient cause where such circumstances are deemed appropriate by the General Manager - Theatre. Employees of five or more years standing will be eligible for leave of twelve working days in each year. Employees of less than five years standing will be eligible for leave of two days per year of service, the total not to exceed ten days. Proof of disability in the form of a physician's, dental, or chiropractic, or other suitable certificate will be supplied to Management upon request.

18.07 The Employer shall provide group life insurance based on two times regular annual earnings for all full-time Employees. The Employer shall pay 100% of the premium. All new full-time employees shall join the group life insurance plan following successful completion of the probationary period.

18.08 Alcohol and drug abuse amongst employees will be dealt with in a manner prescribed in the Employee Assistance Program of the Alcohol and Drug Problems Institute.

ARTICLE 19 - RE-NEGOTIATION PROCEDURE

19.01 In the event that prior to the expiration date of this Agreement, either party desires to negotiate a new Agreement, notice in writing shall be given to the other party not less than thirty (30) days nor more than one hundred eighty (180) days prior to the expiry date of this Agreement. Receipt of such notice must be acknowledged in writing. If such notice is given by either party and no new Agreement is reached, all provisions of this Agreement shall continue to be observed by both parties until ninety (90) days after the expiry date of this Agreement or until after the report of the Conciliation Board, whichever occurs sooner.

19.02 Upon receipt of notice from one of the parties (the applicant party) of a desire to negotiate a new agreement, as provided in Article 19.01 above, the other party (the respondent party) shall arrange for a meeting to be held between the parties within twenty (20) days for the purpose of negotiations, and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.

19.03 This contract shall be in force and binding on both parties for the period April 1, 2009 to March 31, 2012.

ARTICLE 20 - RATES OF PAY

20.01 Management agrees to pay the stage employees not less than the schedule of wages contained in this Agreement for services rendered.

20.02 Management agrees to pay the employees every Thursday by 11.00 a.m. at the prevailing rates in effect when work was performed.

20.03 Employees whose names have not been submitted to Management in time to be paid during any current pay period shall be paid at the end of the next pay period.

20.04 Time shall be computed to the next nearest half hour ($\frac{1}{2}$) for pay purposes.

20.05 Management will supply the Secretary-Treasurer with a copy of the time sheet as submitted to the Accounting Office for each pay period.

20.06 For the purpose of computing pay records, time will be computed from midnight on Saturday to midnight the following Saturday.

20.07 Employees will be paid mileage at the rate indicated in the Centre's travel policy when on Centre business when authorized by Management.

20.08 For the term of this collective agreement, the rates of pay shall be in accordance with Schedule A, which is attached to and forms part of this agreement.

20.09 These rates shall apply in all departments, including wardrobe, electrics, audio, carpentry, properties, and construction.

20.10 All work in excess of forty (40) hours per week will be paid at one and one half (1 ½) times the hourly rate.

20.11 Effective the first pay period following signing of this agreement, employees will be paid twice the hourly rate for all work in excess of fifty-two (52) hours of work per week.

20.12 In no case, under the terms of this Agreement, shall overtime accrue on overtime.

ARTICLE 21 - PROP, SET, AND WARDROBE
CONSTRUCTION

21.01 The Business Agent will make every effort to ensure that the same individual members of the Union are provided for set construction on a weekly basis. If a project requires more than a week to complete, the member will remain on the project until it is complete.

21.02 All provisions of this Agreement, where applicable, shall apply to the construction shops.

21.03 Wardrobe construction rates as listed in Schedule A shall cease to apply two (2) weeks prior to the first performance of the Charlottetown Festival or tour, in which case normal wardrobe rates will apply.

21.04 For the pre-production period, one seasonal Head of Department shall be employed as scenery construction foreman, and one seasonal Head of Department shall be employed as property construction foreman.

21.05 No portion of any aspect of construction or repair will be "shopped out" to any firm or person(s) who are not working directly under the terms of this Agreement unless it has been determined and mutually agreed that the task could not be or not easily be accomplished at the construction shops. In the event that certain specialty items are shopped out, it is agreed that five (5%) percent of the value of the work done shall be submitted to the Union.

21.06 All provisions of the Agreement will apply to all individuals working on the construction and/or repair of costumes and related items at any wardrobe construction workshop maintained by the Fathers of Confederation Buildings Trust which is outside the normal jurisdiction of Local 906A.

ARTICLE 22 – MISCELLANEOUS

22.01 Union dues will be deducted from the pay of all individuals working under this agreement.. These dues will be remitted to the Treasurer of Local 906A. The Union agrees to indemnify and save the employer harmless from any liability or action arising out of the operation of this Article.

22.02 A per diem living allowance as per Confederation Centre policy will be provided to each member of the Union who chooses to work at workshops outside of the province of Prince Edward Island. Return airfare will also be provided to these members.

22.03 Management will reimburse the Union in the amount of seven hundred and fifty (\$750.00) dollars per year towards a work related education program(s) for its membership. The Union will consult with Management prior to the program being presented and advise as to the content of the program.

The foregoing signed by the parties hereto on the _____ day of _____, 2009 at the City of Charlottetown, Prince Edward Island.

FATHERS OF CONFEDERATION BUILDINGS TRUST,
OPERATING CONFEDERATION CENTRE OF THE ARTS,
CHARLOTTETOWN, PRINCE EDWARD ISLAND.

Per: _____
Director of Finance

WITNESSED BY:

Per: _____
Executive Director

THE INTERNATIONAL ALLIANCE OF THEATRICAL
EMPLOYES
AND MOVING PICTURE TECHNICIANS, ARTISTS AND
ALLIED CRAFTS OF THE UNITED STATES, ITS
TERRITORIES AND CANADA
LOCAL NUMBER 906A, CHARLOTTETOWN, PRINCE
EDWARD ISLAND

WITNESSED BY:

Per: _____

Schedule "A" - Wage Rates
Local 906A - I.A.T.S.E.

Stagehands - Union Members Effective April 1, 2009

Department Head Hourly Rate	\$26.51
Department Head Show Rate	\$108.01
Special Operator Hourly Rate	\$24.65
Special Operator Show Rate	\$100.38
Member Hourly Rate	\$22.77
Member Show Rate	\$92.83

Wardrobe - Union Members

Junior Cutter	\$26.51
Seamstress Lead Hand	\$22.77
Milliner	\$22.77
Seamstress	\$22.77

Scale of Wages:

The prevailing scale of wages on March 31, 2010 will be used to establish the base for determination of the wage increase to be in effect until March 31, 2011.

The prevailing scale of wages on March 31 2011 will be used to establish the base for determination of the wage increase to be in effect until March 31, 2012.

Wage increases will be established annually on April 1, 2010; and April 1, 2011 based upon the rise of the Consumer Price Index (CPI) for Prince Edward Island in the previous year, as determined by Stats Can. For the purpose of this agreement, the published annual average of monthly indexes for the calendar year in question, obtained by averaging the indexes for the 12 months of the calendar year in question, will be the basis for determining the increase for each year of the Agreement subject to the following conditions:

The minimum annual increase for each year of the Agreement will not be less than two percent (2%).

The maximum annual increase for each year of the Agreement will not exceed five percent (5%).

This addendum to the collective Agreement, effective April 1, 2009 to March 31, 2012 between I.A.T.S.E. 906A and the Confederation Centre of the Arts, will confirm that: Permanent employees will be entitled to three (3) additional vacation days during the Christmas/New Year's period.

Agreed to on this _____ day of _____ at
Charlottetown, P.E.I.

Signed for Confederation Centre of the Arts

Signed for I.A.T.S.E. 906A

Witness

**INTERNATIONAL ALLIANCE
OF THEATRICAL STAGE EMPLOYEES**
Local 906
P.O. Box 2406, Charlottetown, P.E.I. C1A 8C1
Canada

The following shall be deemed acceptable practice, but not included in the Collective Agreement:

In response to management's request to respond to the specific needs of the Young Company, the union proposes that the present agreement continues; wherein the crew of the Young Company will be paid a base rate of forty hours per week. (This is based on the regular work week of the Mainstage crew of eight shows and two changeovers.) If the Mainstage hours are more, the base hours for the Young Company will reflect that change. The program is comprised of one show, one setup, and one strike per day based on a six day week. If technical requirements for the Young Company change at any time, this letter is no longer in effect.

The stipulations of this letter will expire on March 31, 2012.

Barry Vessey
President, IATSE Local 906A

**INTERNATIONAL ALLIANCE
OF THEATRICAL STAGE EMPLOYEES**

Local 906

P.O. Box 2406, Charlottetown, P.E.I. C1A 8C1
Canada

The following shall be deemed acceptable practice, but not included in the Collective Agreement:

The Labourers International employee, whose normal function is to set up non-theatrical events in the foyers, concourses, Memorial Hall and Lecture Theatre, is permitted to set up audio equipment, risers and platforms for such normal activities as luncheons, meetings, trade shows, and other non-entertainment events.

When bands performing for wedding receptions or parties occur in the Foyers, Concourses, Memorial Hall or Lecture Theatre, and all such equipment is being supplied and operated by the presenter for an event for which there is no admission charged to patrons, a four hour call at the prevailing rate will be scheduled for one stage hand. The scheduling of this call will be determined by mutual discussion to provide the maximum assistance to the event.

Events occurring in the Foyers, Concourses, Memorial Hall or Lecture Theatre, which use technical services and/or technical equipment under the jurisdiction of the Union and for which patrons have paid an admission charge, shall employ at least one stage hand for the duration of the set-up, performance, and strike of the event.

The maintenance of the audio equipment shall be performed only by a member of Local 906A.

The Business Agent of Local 906A has the authority to respond to any request by Management relative to this letter.

The stipulations of this letter will expire on March 31, 2012.

Barry Vessey,
President, IATSE Local 906A

