# **COLLECTIVE AGREEMENT**

- Between -

# **CANADIAN ACTORS' EQUITY ASSOCIATION**

(hereinafter referred to as the "Employer")

- and -

# CANADIAN OFFICE & PROFESSIONAL EMPLOYEES' UNION, LOCAL 343

(hereinafter referred to as the "Union")

APRIL 1, 2023 to MARCH 31, 2026

#### ARTICLE 1 – SCOPE AND RECOGNITION

- 1.01 The Employer recognizes the Union as the sole collective bargaining agent for all of its employees in the City of Toronto, save and except the Executive Director, Director of Finance & Administration, Communications Director, Business Representative Manager, Finance & Systems Administrator, Senior Executive Assistant and persons above the rank of Senior Executive Assistant.
- 1.02 No employee shall be required to make any written or verbal agreement which may conflict with the terms of this Agreement at any time.
- 1.03 The Employer will not contract out bargaining unit work. The Employer will be permitted to hire temporary employees for not more than sixty (60) days to fill vacant bargaining unit positions unless modified by mutual agreement between the parties.
- 1.04 Persons excluded from the bargaining unit shall not perform bargaining unit work, except in the case of emergencies, or when regular employees are not available due to vacation or illness.

#### **ARTICLE 2 - MANAGEMENT RIGHTS**

2.01 The Union recognizes the right of the Employer to operate and manage its business in all respects, to maintain order and efficiency, including the right to make, alter and enforce reasonable rules and regulations, which shall not be inconsistent with the terms of the Collective Agreement. Management agrees to exercise its rights in a fair and reasonable manner.

# 2.02 Access to Council

All employees in the bargaining unit are accountable to the Executive Director or their designate. Except in the exercise of their normal work duties, the bargaining unit employees may not approach Council members directly without the prior authorization of the Executive Director or their designate.

#### ARTICLE 3 – UNION SECURITY AND UNION REPRESENTATION

# 3.01 <u>Union Membership Requirement</u>

All bargaining unit employees of the Employer, shall, as a condition of employment, become and remain members in good standing of the Union. All new bargaining unit employees will be required to join the Union at the commencement of their employment.

# 3.02 Dues Deduction

The Employer shall deduct union dues from each employee in the bargaining unit, commencing with their date of hire. Deductions will be forwarded in one cheque to the Secretary-Treasurer of COPE Ontario not later than the 15<sup>th</sup> day of the month following the month for which dues were deducted. The cheque shall be accompanied by a list of names, addresses, classifications, and amounts deducted for each employee from whose wages the deductions have been made. The list shall indicate new hires, layoffs, recalls, leaves of absence, resignations, retirements, deaths, and other terminations of employment.

- 3.03 The Union shall give the Employer at least thirty (30) days notice of any change in the percentage of the dues deduction.
- 3.04 The Employer shall include on the T-4 slips of the employees the amount of union dues paid by each employee.

# 3.05 Union Stewards and Committee Members

The Employer will recognize two (2) union stewards elected or otherwise appointed for the purpose of administering this Collective Agreement. Stewards will be allowed to investigate grievances during regular working hours and will be paid for any time spent in processing such grievances, up to a maximum of four (4) hours per grievance.

3.06 The Employer will recognize a bargaining committee of two (2) members of the bargaining unit for the purpose of renegotiating this Collective Agreement. Time spent in bargaining will be considered time worked for all purposes under this Agreement. The Employer agrees to pay employees their normal wages for hours spent in bargaining and invoice the Union for one half of the wages of these employees. The Employer agrees to pay for no more than four (4) hours of preparation for negotiations done during normal work hours.

#### 3.07 New Member - Union Orientation

Upon commencement of their employment, the employee's supervisor shall introduce the new employee to a representative of the Union employed in the bargaining unit. The Employer agrees to a union briefing for each new employee, by the Union representative, during their regular working hours to a maximum of one (1) hour in order for them to become acquainted with the Union and the terms and conditions of the Collective Agreement. Both the Union representative and the employee will be paid for their time spent in the briefing. The Employer will provide a private location for this meeting.

#### **ARTICLE 4 - SENIORITY**

- 4.01 Seniority shall be accumulated on the basis of length of continuous service in the bargaining unit and shall be accorded to each employee effective from the first day of employment.
- 4.02 New employees will serve a probationary period of three (3) months. During the term of the probationary period, such employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Employees may be terminated any time during this period of three (3) months without any recourse whatsoever.
- 4.03 In promotions and transfers, the Employer shall award the job to the most senior applicant possessing the skills and ability to perform the work required.
- 4.04 The seniority of an employee who is granted a leave of absence of one (1) month or less shall be retained and shall continue to accumulate. Employees taking maternity and/or parental leave, or sick leave, shall continue to accrue seniority during such leaves of absence.
- 4.05 An employee shall lose all seniority and employment shall be deemed to have been terminated if the employee:
  - (a) voluntarily leaves the employ of the Employer;
  - (b) is discharged and is not reinstated through the grievance or arbitration procedure;
  - (c) is laid off for a period of eighteen (18) months;
  - (d) fails to return to work upon termination of an authorized leave of absence, without just cause, unless prior arrangements acceptable to both the employee and the Employer have been made for an extension of such leave, or uses the leave of absence for purposes other than those for which the leave of absence was granted;
  - (e) fails to return to work within seven (7) business days after being recalled from extended layoff by notice sent by email, a copy of which will be provided to the union stewards;
  - (f) is absent without leave for three (3) consecutive working days unless the employee was unable to notify the Employer or have it notified of an acceptable reason.
- 4.06 Upon recall from layoff, an employee shall be credited with full seniority from date of hire including time spent on layoff.
- 4.07 The Employer will provide the union with an updated seniority list within one month of ratification of this Collective Agreement and each January 15 thereafter.

#### ARTICLE 5 - HOURS OF WORK AND OVERTIME

- 5.01 The regular hours of work per week for full-time employees shall be 35 hours, exclusive of meal breaks. The work day shall commence at 9 am and finish at 5 pm, with a total of one (1) hour unpaid break(s), except as approved by the Executive Director. The hours of work for part-time employees shall be not more than twenty-one (21) hours per week, and shall be scheduled by mutual agreement. Variations of part-time hours shall be allowed with mutual agreement between the Employer and the Union. The regular work week shall be Monday to Friday inclusive, except for employees when participating in collective bargaining or travelling.
- 5.02 Employees shall submit a timesheet to their supervisor within two (2) business days of the pay period ending date. This timesheet shall be supplied by the Employer and allow the employee to denote whether any earned overtime hours are to be banked as lieu time or paid out as described below. At any time, an employee may request, in writing that banked lieu time be converted to an overtime payment.
- 5.03 Overtime is defined as hours worked in excess of thirty five (35) hours a week. Overtime worked in excess of forty-four (44) hours a week will be compensated at time and a half (i.e. 1.5x).
- 5.03 This time off in lieu does not expire. If an employee's job ends before they have taken the paid time off, the employee must be paid for all unused banked time. This must be paid no later than seven (7) business days after the date the employment ended or on what would have been the employee's next pay day.
- 5.04 Any requests for overtime, whether requested by the Employee or the Employer, shall be made in writing. Written responses shall be returned within twenty-four (24) hours. This clause shall not be interpreted to include emergencies or employees participating in collective bargaining.

# **ARTICLE 6 - ALTERNATIVE WORK ARRANGEMENTS**

- 6.01 Alternative Work Arrangements (AWAs) may be entered into by mutual agreement between the Employer and the employee according to the Employer's Remote Work Policy as at the date of the Agreement. An AWA would facilitate a hybrid model for an employee to perform their duties off site, virtually or on-line.
- 6.02 In considering any AWA, the Employer will consider, in good faith, the employee's request, the nature and function of the employee's job duties, and the operational needs of the Employer. The parties understand that there is a need to have a complement of staff on site, in person, at the Employer's office, and for in person events.

- 6.03 The Employer has the right to designate, increase or decrease the number of AWAs. However, in the exercise of said right, the Employer will not act unreasonably or in an arbitrary manner.
- 6.04 Ad-hoc flexible work arrangements based on a specific one-off instance shall be considered on a case-by-case basis. Furthermore, both parties recognize that AWAs are not a replacement for family status accommodations, or other accommodations under the Ontario Human Rights Code.
- 6.05 The employee's remote work schedule is to be determined in consultation with their supervisor; decisions regarding remote work schedules will be based on organizational needs and seniority.
- 6.06 Employees must be available to come into the Equity office on 48 hours notice upon management's request;
- 6.07 Remote work schedules will be reviewed on a quarterly basis.

#### **ARTICLE 7 - WAGE RATES**

- 7.01 There shall be a five (5) year "grow-in period" for any position in the bargaining unit. Employees who have been in a classification for five (5) years or less will be moved up in the grow-in schedule in 2.4% increments on their anniversary date until they reach the full 100% salary in year five (5).
- 7.02 Employees will receive a five percent (5%) salary increase in 2023, a two point seven five percent (2.75%) salary increase in 2024 and a two point seven five percent (2.75%) salary increase in 2025, retroactive to April 1, 2023.

# 7.03 Classifications

Classification A Assistant Contracts Administrator

Classification B Administrative Coordinator

Assistant Business Representative

Contracts Administrator

**Engager Accounts Receivable Administrator** 

Finance Associate

Membership Administrator

Classification C Business Representative

Communications Associate

Classification D Senior Business Representative

# 7.04 Classification "grow-in" schedule

Classification A	2023	2024	2025
Year 1	48,524	49,858	51,230
Year 2	49,689	51,055	52,459
Year 3	50,881	52,280	53,718
Year 4	52,102	53,535	55,007
Year 5	53,353	54,820	56,327
Classification B	2023	2024	2025
Year 1	56,165	57,709	59,296
Year 2	57,513	59,094	60,719
Year 3	58,893	60,512	62,177
Year 4	60,306	61,965	63,669
Year 5	61,754	63,452	65,197
Classification C	2023	2024	2025
Year 1	65,165	66,957	68,799
Year 2	66,729	68,564	70,450
Year 3	68,331	70,210	72,141
Year 4	69,971	71,895	73,872
Year 5	71,650	73,620	75,645
Classification D	2023	2024	2025
Year 1	72,029	74,010	76,045
Year 2	73,758	75,786	77,870
Year 3	75,528	77,605	79,739
Year 4	77,341	79,468	81,653
Year 5	79,197	81,375	83,613

- 7.05 Should any new positions be created during the term of this Agreement, the parties shall meet to negotiate a rate of pay for the new position.
- 7.06 Employees will receive a one-time seniority bonus on the anniversary date of the following seniority thresholds:
  - 1. Fifteen (15) Years, five hundred dollars (\$500)
  - 2. Twenty (20) Years, seven hundred and fifty dollars (\$750)
  - 3. Twenty-five (25) Years, one thousand dollars (\$1,000)

#### **ARTICLE 8 - VACATIONS**

8.01 Each employee shall receive annual vacation with pay in accordance with the employee's years of employment, based on each individual's start date, as follows. Annual vacation with pay for part-time employees will be pro-rated based on their full-time equivalency.

Years of Employment
Vacation for full-time employees
First to fourth year inclusive
15 days per year
20 days per year
Ninth to twelfth year inclusive
Thirteenth year and over
25 days per year
30 days per year

- 8.02 When a recognized holiday falls within an employee's vacation period, such holiday will not be counted as a vacation day, and another day will be granted or the date of return shall be one full day later.
- 8.03 If an employee becomes ill while on vacation, they shall be entitled to use sick leave, if available, and take the vacation at a later date, at a time to be mutually agreed upon, provided that the employee has notified the Employer and can provide a medical certificate if requested to do so.
- 8.04 Vacation days due in any calendar year must be taken during that calendar year and cannot be accumulated beyond that year without the written agreement of the Employer.
- 8.05 Vacation will be approved based on the following criteria: a) the order in which the requests are received; b) seniority; and c) the personal needs of the Employee. Vacation will be approved at the discretion of the supervisor and according to the needs of the Employer.

The following minimum notice will be required:

- Five (5) business days notice for one (1) to three (3) days off
- Fifteen (15) business days for four (4) to ten (10) days off
- Twenty (20) business days for eleven (11) and more days off
- 8.06 Each employee shall be advised of their vacation entitlement before December 15th of each year. The calculation of the vacation entitlement will be based on years of service from the date of employment as articulated in Article 8.01 but will be reported by calendar year. The entitlement for the period to or from the anniversary date to the beginning or end of the year will be prorated.

# **ARTICLE 9 - PAID HOLIDAYS**

9.01 Employees shall receive the following holidays with pay. Part-time employees will be paid public holiday pay in accordance with the Ontario Employment Standards Act.

New Years Day
Family Day
Good Friday
Victoria Day
Canada Day

Labour Day
Thanksgiving Day
December 24th
Christmas Day
Boxing Day

Civic Holiday December 31st

and any other holidays that may be declared by the Provincial Government.

- 9.02 If a paid holiday falls on a day which is not a regular working day, the first working day thereafter shall be considered the holiday with the exception of December 24<sup>th</sup> and December 31<sup>st</sup> when the either the previous or following working day shall be considered the holiday.
- 9.03 All employees are entitled to three (3) days of paid holidays per year for religious observance in addition to annual vacation, sick leave and paid or statutory holidays. An employee may request time off work for religious observance in accordance with the tenets of their faith or creed. When the calendar for the following year is available, an employee wishing to observe specific religious holidays on regularly scheduled work days should advise their supervisor in writing of the religious days for the forthcoming year but in no case should requests be made less than one (1) month prior to the date of the leave.

It is up to the employee to self-identify themselves as a member of a group which requires specific days off for religious observance. In the absence of any request to the contrary, employees will be given the additional time at Christmas. This policy provides for paid leave to observe specific religious days or to extend the Christmas break only. They may not be carried forward and no cash accrual is made for unused days.

9.04 Those employees who do not need additional time off work under Article 9.03 will be given an additional three (3) business days immediately before or after Christmas. The Employer will assign days off in the Christmas period based on where the paid holidays fall in any given year.

The paid holidays over Christmas for the term of this Agreement will be as follows:

Year 1: December 22, 27, 28, 29, 2023 and January 2, 2024

Year 2: December 23, 24, 27, 30 and 31, 2024

Year 3: December 24, 29, 30 and 31, 2025 and January 2, 2026

9.05 Employees will be given an additional two (2) days of personal leave in lieu of Remembrance Day and the National Day of Truth and Reconciliation. If the Province of Ontario legislates that one or both of these days become statutory holidays in Ontario, these days will be considered paid leaves under Article 9.01 and the personal leave allowance will be reduced accordingly.

# **ARTICLE 10 - LEAVES OF ABSENCE**

# 10.01.a <u>Maternity and Parental Leaves</u>

In addition to any benefits that are statutory requirements, supplementary benefits shall be provided to a qualified employee who is the primary care-giver to a child. These benefits shall apply to permanent full-time or part-time employees who have been employed for at least two (2) years prior to the due date, even if the birth occurs sooner than the due date, and who intend to return to work after the leave. The due date is the expected birth date as documented by a certificate issued by a legally qualified medical practitioner. These benefits apply specifically to an employee who is a parent (i.e. the birth parent, one with whom a child is placed for adoption, or one who is in a relationship of some permanence with a parent of a child and who intends to treat the child as said employee's own).

# 10.01.b Additional Sick Leave

An employee shall be permitted to take an additional five (5) days, due to sickness caused by pregnancy. Any sick leave beyond this may require a doctor's certificate. An employee shall be permitted to work an altered weekly work schedule at the discretion of the Executive Director in order to accommodate any pattern of sickness caused by pregnancy.

# 10.01.c Additional Time Off

An employee shall be allowed to take time off during pregnancy to attend medical appointments and tests, and once during pregnancy to apply for El benefits. The Employer may require a medical certificate outlining the need for the appointment, or a copy of their EI application. This benefit shall apply also to an employee who is the non-pregnant parent or is in a relationship of some permanence with a pregnant employee.

Up to three (3) paid days may be taken by the non-pregnant parent to attend the birth of their child. This benefit also applies to an adoptive parent for the finalization of adoption, when an adopted child first comes into a parent's custody and/or to attend the birth of a child for whom adoption arrangements have been made.

# 10.01.d <u>Ergonomics</u>

The Employer shall make every effort to supply a proper work environment for a pregnant employee including chair, desk and computer screen. The Employer may require a doctor's certificate before any special purchase is made.

# 10.01.e Benefits During a Leave of Absence

During either a maternity leave or a parental leave for an employee who will be the primary caregiver, the Employer shall continue to contribute to the pension plan and the group insurance and health benefits plan for up to seventy-eight (78) weeks.

Pension contributions will be based on the Supplementary Unemployment Benefits (SUB) paid to the employee during the leave of absence (see 'Employer Supplement during Leave' below).

The Employer will pay 100% of the premiums for the group insurance and extended health benefits plan during the maternity leave.

The Employer will pay one hundred percent (100%) of the premiums for the group insurance and extended health benefits plan during the parental leave if the employee elects to take a standard leave of up to thirty-five (35) weeks and fifty-eight percent (58%) of the premiums for the group insurance and health benefits plan if the employee elects to take an extended parental leave of up to sixty-one (61) weeks. Any employee-paid premiums will be deducted from the employees SUB payments (see 'Employer Supplement during Leave' below).

Other than as specified herein, all leaves of absence shall be without pay. Vacation pay credits shall not be accumulated during the leave. This means that if an employee is entitled to four (4) weeks vacation per year and takes twenty-six (26) weeks of leave, the employee shall only be eligible for two (2) weeks paid vacation in that year. Seniority for vacation entitlement shall continue throughout the leave, which is to say that the time on leave of up to seventy-eight (78) weeks shall be included in the length of service when calculating the number of weeks of vacation to which that employee is entitled.

# 10.01.f Maternity Leave

An employee is entitled to seventeen (17) weeks maternity leave - a leave of absence surrounding the birth of a child. Leave may begin anytime from seventeen (17) weeks before the due date until the due date, at the employee's discretion. Maternity leave shall also apply to employees who are non-birth parents in the event the birth parent dies or becomes disabled to the extent they cannot care for the newborn child.

# 10.01.g Parental Leave

An employee shall be entitled to up to sixty-one (61) weeks parental leave (a leave of absence following the birth of a child, or the coming of a child into custody, care and control of a parent for the first time) if seventeen (17) weeks maternity leave was taken or sixty-three (63) weeks if no maternity leave was taken. Leave may begin anytime following birth or custody (as defined above) up to fifty-two (52) weeks after birth or custody if the employee elects to take standard parental leave, and up to seventy-eight weeks if the employee elects to take extended parental leave, at the employee's discretion. An employee shall take parental leave immediately following maternity leave if the employee wishes to take both (unless the baby is not in the employee's care at the end of the maternity leave).

# 10.01.h Premature Birth

If the baby is born prematurely and is hospitalized, an employee may postpone leave for a year or until the baby is released from hospital, whichever comes first.

# 10.01.i Vacation With Leave

An employee may take any vacation which the employee has accrued up to the beginning of the leave at any time either preceding or following the leave.

# 10.01.j Notice of Maternity Leave

The employee should give as much notice as possible prior to the start of the maternity leave but not less than eight (8) weeks (not less than four (4) weeks if supplementary benefits are not being accessed). This shall not be required in the case of pregnancy-related complications or because of an earlier than expected birth, still-birth or miscarriage. In these instances, the employee shall give immediate written notice and a medical certificate outlining the problem. The written notice for maternity leave shall contain the date the employee plans to start the maternity leave, the date the employee plans to return to work, and whether or not the employee plans to take parental leave. If no return date is specified, it will be assumed that the maximum leave will be taken. The notice must also be accompanied by the doctor's certificate stating the due date.

# 10.01.k Notice of Parental Leave

The employee should give as much notice as possible prior to the start of the parental leave but not less than eight (8) weeks (not less than 4 (4) weeks if supplementary benefits are not being accessed). This shall not be required in the case of earlier than expected custody. In these instances, the employee shall give written notice within two (2) weeks of stopping work, and leave begins the day the employee stopped work. Parental leave shall be shortened by as many weeks as another parent takes parental leave. The written notice for parental leave shall contain the date the employee plans to start the parental leave, and the date the employee plans to return to work.

Employees must elect whether they are going to take standard or extended parental leave at the time that an application is made for EI benefits. Once a parental benefits payment has been made for the birth or adoption, the option (standard or extended) cannot be changed.

# 10.01.l Changing Length of Leave

An employee accessing the supplementary benefit must give eight (8) weeks notice of change except as previously noted.

An employee not accessing supplementary benefits may change the commencement date of a leave by providing two (2) weeks' notice, and can change the end date of a leave by giving four (4) weeks' notice. (This means that an employee on maternity leave can change the length of a succeeding parental leave with only two (2) weeks' notice.)

# 10.01.m <u>EI Benefits During Leave</u>

Provided that the employee meets the specific criteria for receiving EI maternity and/or parental benefits, including having worked six hundred (600) hours during the applicable qualifying period, EI benefits shall provide fifty-five percent (55%) of salary during maternity leave and either fifty-five percent (55%) of salary during a standard parental leave of thirty-five (35) weeks , or thirty-three percent (33%) of salary during an extended parental leave of sixty-one (61) weeks. For clarity, benefits are paid up to a maximum salary of \$1,183 weekly or \$61,500 per annum (2023) providing a maximum benefit of \$650 per week for maternity and standard parental leave and a maximum benefit of \$390 per week for extended parental leave. There is a mandatory two (2) week waiting period which would constitute the first two (2) weeks of the leave, during which there are no EI benefits. After that, EI benefits can be received for the remaining seventeen (17) weeks of maternity leave if applicable and/ or thirty-five (35), sixty-one (61), or sixty-three (63) weeks of parental leave.

# 10.01.n <u>Employer Supplement During Leave</u>

Provided that an employee has service of at least two (2) years and is planning on returning to full-time work with the employer, the employer shall top-up the income of an employee to eighty percent (80%) of salary for the period of the maternity leave and to either eighty percent (80%) of salary for standard parental leave or forty-eight (48%) of salary for extended parental leave. This means that Employer shall pay eighty percent (80%) of salary during the two-week waiting period, and usually either twenty-five percent (25%) of salary during a standard parental leave or fifteen percent (15%) of salary during an extended parental leave, supplementing the El benefits under a non-registered Supplementary Unemployment Benefits (SUB) plan.

If the employee's salary exceeds \$61,500, the employer's supplement will exceed twenty-five percent (25%) or fifteen percent (15%) of salary accordingly to ensure the employee

receives eighty percent (80%) of salary during a standard leave or fifteen percent (15%) during an extended leave.

Some staff in designated positions shall be replaced by temporary employees who will be unable to effectively fulfill each and every task for the employee on leave. In such cases, the employee on leave will be expected to provide services as needed but at the convenience of the employee on leave and for whom the top-up will be increased to ninety percent (90%).

Employees will be required to confirm in writing their commitment to return to work following a leave in which supplementary benefits have been paid. Employees failing to return to work may be required to repay the benefits.

# 10.01.o <u>Seniority and Benefits During Leave</u>

As long as the leave does not exceed seventy-eight (78) weeks, the employee shall continue to participate in employer benefits. After the leave(s), the employee shall return to the same position most recently held or, if the position no longer exists, a comparable position. The employee shall be reinstated at the same wages the employee would have been earning had the employee worked through the leave.

# 10.02 Altered Weekly Work Schedule During Childhood

An employee may request to have their weekly work schedule altered in order to accommodate the care of a child or children according to the definition in the Ontario ESA. This may include pick-up or drop-off at daycare, school, etc. This alteration shall be at the discretion of the Executive Director.

# 10.03 Jury Duty

Employees will be granted a paid leave of absence if they are called to jury duty. Employees must provide the Employer with a copy of their notice to serve in order to be eligible for the paid leave. Employees on jury duty are expected to return to work if they are dismissed at any time during the period that they are on jury duty.

If an employee is required to serve on a jury, the Employer shall pay the difference between jury duty pay received and the amount they would receive for their normal scheduled working hours.

# 10.04 Bereavement Leave

An employee shall be granted leave without loss of pay, benefits and seniority for five (5) days in the case of the death of:

Parent, spouse, including common-law or same sex partner, fiancé(e), child, or sibling. An employee shall be granted leave without loss of pay or benefits for three (3) days in the case of the death of:

Mother/father-in law, brother/sister-in-law, son/ daughter-in-law, grandparent or grandchild.

In addition, travel time shall be granted commensurate with the individual's circumstance. The death of guardians and step-parents shall be treated the same as that of biological parents.

# 10.05 Sick Leaves

Employees shall be granted up to eight (8) business days paid leave per year for incidental illness or for attending medical appointments. An employee who, due to accident, illness or quarantine is unable to return to work after five (5) consecutive business days of absence shall apply for benefits under the Employer's Short Term Disability and Caregiving Plan as detailed in the Staff HR Policy, as at the date of this Agreement. Any time taken for sick leave or medical appointments shall be deducted from the eight (8) business days of leave.

Employees shall be granted up to five (5) business days per year for the care of family members who are ill or have special needs. Family members are defined as the Employee's spouse (including common-law or same sex partner and fiancé(e)) and their and their spouse's children, parents and siblings. Any time taken for family leave shall be deducted from the five (5) business days of leave. An employee who, due to providing care for family members who are critically ill or injured or for a person who requires end-of-life care, requires an extended period of time away from work shall apply for benefits under the Employer's Short Term Disability and Caregiving Leave Plan as detailed in the Staff HR Policy, as at the time of this Agreement.

# 10.06 Personal Leave

Employees shall be entitled to two (2) business days per year for personal leave.

# 10.07 Union Leave

Leave of absence of up to two (2) business days per occasion to a maximum of four (4) business days in any year will be granted with no loss of seniority, pay or benefits to an employee attending a Union convention, meeting or seminar. For all purposes under this Agreement, the period of the leave shall be considered time worked.

#### **ARTICLE 11 - DISCIPLINE AND DISCHARGE**

- 11.01 No employee shall be disciplined or discharged without just cause. The parties agree that the principles of progressive discipline shall be followed.
- 11.02 An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with management of the reasons for considering such action, unless they

are a danger to themselves or others. The employee shall be accompanied by a Union steward who shall be advised in advance by management of the time and place of the meeting. Employees shall be notified in writing of the grounds for discipline or discharge. The Union shall receive a copy.

#### **ARTICLE 12 - GRIEVANCE AND ARBITRATION**

12.01 The duly authorized representatives of both parties shall meet on the written request of either party to discuss any differences or disputes that may arise with regard to the meaning, interpretation, application or alleged violation of this Agreement. These representatives shall attempt to resolve such differences. Any grievance which may arise must be presented within ten (10) business days after its occurrence or, if the grievance involves a matter with respect to which the Employer is required to give the Union notice, within ten (10) business days after such notice is given. In a grievance arising from paycheques, the event shall be deemed to have happened on the day the paycheque was received.

Grievances shall be dealt with in successive steps as follows:

If the representatives of the parties are unable to agree on any such question within two weeks of the initial meeting, which period may be extended by mutual agreement, it shall be submitted to an arbitrator mutually agreed upon by the parties.

The decision of the arbitrator shall be final and binding on both parties. The compensation of the arbitrator shall be borne equally by both the Employer and the Union.

If the parties cannot agree on an arbitrator, the Minister of Labour for the Province of Ontario shall be asked to make an appointment.

12.03 The arbitrator shall not have the jurisdiction to alter or amend the provisions of this Agreement.

#### **ARTICLE 13 - STRIKES AND LOCKOUTS**

13.01 There shall be no strikes or lockouts as long as this Agreement continues to operate.

#### **ARTICLE 14 - NO DISCRIMINATION OR HARASSMENT**

- 14.01 There will be no discrimination against any employees because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability, or any other prohibited grounds as set out in applicable Human Rights legislation.
- 14.02 The Employer shall maintain a working environment which is free from sexual, racial and personal harassment.

#### Harassment Defined

Harassment is a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment may include comment or conduct linked to the prohibited grounds initiated by one person towards another which causes humiliation, offense or embarrassment. Single acts of sufficient severity may constitute harassment.

#### Personal Harassment Defined

Personal harassment is defined as behaviours directed at an individual, not linked to the prohibited grounds, which has the purpose or effect of unreasonably interfering with the person's work and/or creating an intimidating, humiliating, hostile or offensive environment.

Examples may include, but are not limited to:

- (a) physically intimidating behaviour and/or threats;
- (b) ridiculing, taunting, belittling or humiliating another person;
- (c) derogatory name-calling

Employees who are unable or unwilling to have the matter dealt with through the Employer's harassment complaint procedure may proceed directly to the grievance procedure.

#### **ARTICLE 15 - HEALTH AND SAFETY**

- 15.01 The Employer shall make all reasonable provisions for the safety and health of employees during working hours.
- 15.02 There shall be a Health and Safety Committee consisting of two (2) employee representatives and two (2) management employees. The committee shall do inspections of the workplace, meet to discuss its findings and make recommendations to the Employer no less frequently than once a quarter. Employees will be paid for all time spent in carrying out committee functions. The Employer will ensure that committee members receive the proper training as per provincial requirements, paid for by the Employer, and that they are paid for all time spent in training. Recommendations of the Health and Safety Committee will be implemented, within thirty (30) days, by the Employer.

#### **ARTICLE 16 - HEALTH AND WELFARE BENEFITS**

16.01 All employees working twenty-one (21) hours or more each week on a regular basis and who have successfully completed their probationary period are eligible to enrol in the Employer's group insurance health and benefits plan.

The Employer will pay 100% of the premiums for life insurance, dependent life insurance, accidental death and dismemberment and extended health and dental care as set out in Equitable Life of Canada Group Benefits plan in place at the time this Agreement was negotiated (or its equivalent). In addition, the Employer will pay to the employee an amount equal to the Long Term Disability premiums as a taxable benefit, deduct the same amount from the employee's net pay, and remit this amount to the insurer on the employee's behalf.

The Employer will commence payment of the premiums outlined above following the successful completion of an employee's probationary period.

# Life Insurance

Employee life insurance is one times (1x) the employee's annual salary to a maximum of \$300,000. Evidence of insurability is required for the benefit to exceed \$175,000. The amount of life insurance is reduced by 50% at the age of sixty-five (65). Dependent life insurance is \$10,000 for an eligible spouse and \$5,000 for an eligible dependent.

# Long Term Disability Benefit

Employee long term disability insurance is 66.67% of monthly earnings to a maximum benefit of \$6,000 per month, commencing on the 120<sup>th</sup> day of disability. Evidence of insurability is required for the benefit to exceed \$3,500. The amount of the benefit is reduced by certain types of income. The payment of long term disability premiums and benefits cease at the employee's sixty-fifth (65<sup>th</sup>) birthday.

#### **ARTICLE 17 – REGISTERED PENSION PLAN**

- 17.01 The Employer will pay a percentage of the employee's base salary as a pension contribution to the Employer's registered pension plan. Such payment will be made on a monthly basis commencing the thirteenth (13<sup>th</sup>) month of employment.
- 17.02 It is acknowledged that the pension contribution was reduced from ten percent (10%) to five percent (5%) in 2020 due to the impact of COVID-19 on the Employer's finances. In order to restore the contributions to 10%, the contributions over the term of this Agreement shall be:
  - 2023 Seven percent (7%)
  - 2024 Nine percent (9%)
  - 2025 Ten percent (10%)

# **ARTICLE 18 - SEVERANCE**

18.01 Upon permanent layoff, employees shall receive severance pay equal to one (1) week's pay for each year of service. A partial year of service shall be pro-rated. Such pay will be computed at the highest rate of compensation received by the employee during their service with the Employer.

#### **ARTICLE 19 - JOB POSTINGS**

19.01 When a new or vacant job is created, including temporary vacancies in excess of sixty (60) days, the job shall be distributed to employees via email either in advance or simultaneously with external advertising. All internal applicants will be interviewed no less than five (5) business days before any applicants to the external advertisement are seen.

# **ARTICLE 20 - LAYOFF AND RECALL**

- 20.01 If a reduction in the number of employees in the bargaining unit is necessary, the Union will be given as much advance notice as possible, but in no event will it be less than three (3) months. The parties shall meet and discuss all alternatives to the proposed reduction.
- 20.02 The Employer shall notify employees who are to be laid off three (3) months prior to the effective date of lay-off, or award pay in lieu thereof, unless a greater period of notice is required by legislation, in which case such greater period of notice, or pay in lieu thereof, shall be given.
- 20.03 An employee who is laid off from their job shall be entitled to displace another employee with less seniority from a job provided that they have the necessary skills and ability to perform the work required. Employees electing to displace another employee shall so notify the employer within two (2) weeks of receipt of the notice of lay-off and specify which job they wish to bump into.
- 20.04 Employees shall be recalled in the order of their seniority, where jobs become available, provided they have the necessary skills and ability to perform the work required. The Employer shall give notice of recall by email to the last recorded email address of the employee. The employee shall keep the Employer advised at all times of their current email address. The employee shall advise the Employer whether or not they are returning to work within three (3) working days of receipt of the notice of recall. The employee shall return to work within seven (7) working days of receipt of the notice of recall unless, on reasonable grounds, they are unable to do so. An employee who has been given notice of recall may refuse to exercise such right without prejudicing their right to recall in the future.
- 20.05 The right of laid off employees to health and welfare benefits, as set out in Article 16.01, under this Agreement shall continue for a period of one (1) month, provided an employee does not have alternative coverage during that period of time.

#### **ARTICLE 21 - UNION LABEL**

21.01 All typewritten computer generated or otherwise produced work in the office of the Employer shall bear the COPE Local 343 label if a member of the Union performed such work where appropriate.

#### **ARTICLE 22 - TECHNOLOGICAL CHANGE**

- 22.01 In the event that the office technology changes and requires new or greater skills than already possessed by the affected employees, such employees, at the expense of the Employer, shall be given a reasonable period of time during which they may acquire the necessary skills.
- 22.02 No employee shall be dismissed or have their normal earnings or working hours reduced as a result of technological change, provided that the employee has achieved the necessary skills in a reasonable period.

#### **ARTICLE 23 - SUCCESSORS**

23.01 In the event the Employer shall merge, consolidate, lease, or by any other means enter into an Agreement with another union, individual, or organization, which in whole or in part, affects the existing bargaining unit, then such successor shall be bound by each and every provision of this Agreement, unless and/or until the Ontario Labour Relations Board rules otherwise.

#### **ARTICLE 24 - EXPENSES**

24.01 Employee expense allowances are as set out in Appendix "B", attached hereto, and forming part of this Agreement.

#### **ARTICLE 25 – LABOUR MANAGEMENT COMMITTEE**

25.01 The parties agree to establish a Labour Management Relations Committee comprised of two (2) elected representatives with seniority from the bargaining unit and two (2) representatives appointed by management. It is further agreed that a staff representative of COPE may be present at committee meetings.

This joint committee shall meet when required during the life of this Agreement, or as otherwise agreed to by the committee, at the request of either party, provided that such request shall be in writing supported by a written agenda setting out the particular issues to be discussed.

#### **ARTICLE 26 - JOB DESCRIPTIONS AND JOB DUTIES**

- 26.01 Job descriptions for all bargaining unit positions are attached hereto as Appendix "A" and forming part of this Collective Agreement.
- 26.02 Job descriptions will be prepared for any new positions created during the term of this Agreement and shall form part of this Agreement.
- 26.03 Employees shall not be required to perform personal errands for supervisory personnel.
- 26.04 The Executive Director may in writing appoint a member of the bargaining unit to fulfill a senior staff position during an absence. A member of the bargaining unit shall have the right to decline such an appointment. Members of the bargaining unit who agree to accept such an appointment shall receive an additional 10% of their regular gross pay for the period in which they fill such an appointment.

#### **ARTICLE 27 – CONFLICT OF INTEREST**

27.01 All bargaining unit employees will be subject to and abide by the terms of the conflict of interest policy, as outlined in the Staff Policy Book.

#### **ARTICLE 28 - TERMINATION**

28.01 This Agreement shall remain in full force and effect from April 1, 2023 until March 31, 2026 and thereafter until the right to strike or lockout occurs and is exercised, or a new Agreement is reached, whichever occurs first. This Agreement shall be automatically renewed from year to year unless either party gives written notice to reopen for negotiations not more than ninety (90) days prior to the expiration of this agreement.

<b>SIGNED</b> at Toronto this	16th	day of	<u>October</u>	, 2023
FOR COPE LOCAL 343			FOR CANADIAN ACTASSOCIATION	TORS' EQUITY
Slivaraki			Avdea Ela	Jupan
Step Ja-			Manont	lapon
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#### APPENDIX A - JOB DESCRIPTIONS

Canadian Actors' Equity Association

# **JOB DESCRIPTION**

Position title: ADMINISTRATIVE COORDINATOR

Reports to: Executive Assistant

April 2023

#### POSITION PURPOSE:

The Administrative Coordinator assists with providing services to members and is responsible for providing administrative and reception services for the Association.

#### **ACTIVITIES:**

Assists in providing membership services, including:

- Updating member information and setting up permittees in the database;
- Providing member information to staff and third parties as required;
- · Assisting with maintaining membership filing systems;
- Creating various reports from the database;

# Provides administrative services, including:

- Ensuring the neat and tidy appearance of all common areas;
- Ordering office, equipment, kitchen and bathroom supplies;
- Liaising with building management regarding office maintenance, access, security and projects;
- Liaising with service providers to ensure the maintenance of the photocopiers, postage machine and other equipment;
- Processing all incoming and outgoing mail, courier and package deliveries;
- Preparing for meetings including setting up the meeting room and ensuring that the required meeting materials, equipment, supplies, and food/beverages are available;
- Taking and distributing meeting minutes as assigned;
- Providing direct administrative support to the Executive Assistant and Executive Director for special events and projects;

# Provides reception services, including:

- Greeting and assisting visitors;
- Maintaining the phone system including call routing protocols and changing greetings;
- Responding to/forwarding messages left in the general phone voicemail box;
- Responding to/forwarding messages left in the general email inboxes;

Provides vacation, sickness or work load relief for the Membership Administrator.

Other related duties and projects generally considered to be within the job category.

# JOB DESCRIPTION

Position title: ASSISTANT BUSINESS REPRESENTATIVE

Reports to: Business Representative Manager – Theatre Agreements &/or

Business Representative Manager – Ballet & Opera Agreements/Policies

April 2023

#### POSITION PURPOSE:

The ASSISTANT BUSINESS REPRESENTATIVE assists with the administration of the Association's collective agreements and policies and provides administrative support to the Business Rep department.

- Downloads, dates and files contracts and riders from engagers;
- Assists Senior Business Representatives and/or Business Representatives with pre-vetting contracts and riders to ensure their completeness and accuracy;
- Assists Senior Business Representatives and/or Business Representatives with internal document generation including preparing contracts and required riders, preparing materials for meetings and negotiations, and running various reports;
- Stats cast/ production team lists for potential ACTRA/ UBCP, UDA members, etc;
- Compiles a weekly 'DAY File' consisting of letters of concession and correspondence with engagers, and distributes to staff;
- Administers small scale policies and applications including answering questions from members and engagers, and referring complex matters to a Business Representative;
- Provides engagers with Stage Manager availability lists upon request;
- Assists with the sending of deputy/liaison packages as required;
- Provides Equity's insurance company with required information to verify a member's insurance claim;
- Processes the Closing Production Checklist including following up with engagers, members and staff as required;
- Enters information into the Association's database including setting up and maintaining engager records and recording letters of adherence and recording the receipt of deputy and artist releases;
- Tracks various information including averaging agreements, audition sign-in sheets, etc.;
   Assists in the creation, editing and formatting of Equity's negotiated Agreements and Policies:
- Performs other related duties and projects generally considered to be within the job category.

# JOB DESCRIPTION

Position title: ASSISTANT CONTRACTS ADMINISTRATOR

Reports to: Business Representative Manager, Theatre Agreements

Business Representative Manager, Ballet and Opera

April 2023

#### **POSITION PURPOSE:**

The ASSISTANT CONTRACTS ADMINISTRATOR is assists the Contracts Administrator with entering all contractual information received from engagers into Equity's proprietary database (EMS) and assists with maintaining the contracts manual and electronic filing systems.

- Reporting to the Business Representative Manager but under the direction of the Contracts Administrator, the Assistant Contracts Administrator:
- Assists with the data entry of all contracts and amendments into EMS;
- Assists in the maintenance of contracts entry manual and electronic filing systems;
- Alerts Business Representative department staff to missing or incomplete contracts/ riders.
- Assists staff to resolve issues relating to contract entry;
- Other related duties and projects generally considered to be within the job category.

#### JOB DESCRIPTION

Position title: BUSINESS REPRESENTATIVE

Reports to: Business Representative Manager – Ballet & Opera Agreements/Policies

April 2023

# POSITION PURPOSE:

The BUSINESS REPRESENTATIVE is responsible for the administration of the Association's engagement policies, specifically to ensure that the terms and conditions of the policies are upheld.

- administer the Association's engagement policies in accordance with established procedures.
- provide specific information on engagement policies to members and engagers
- must be able to interact well with engagers, members, colleagues and superiors
- may be required to visit companies in rehearsal or performance to resolve problems
- may be required to visit performance or rehearsal venues to ensure Health & Safety standards are satisfactory
- examine contracts filed to ensure that they conform to the engagement policies and take requisite corrective action when necessary;
- assess the adequacy of securities held as bonds against default by engagers of contractual information
- take whatever action necessary to ensure that security is maintained in accordance with engagement policies and Association policy
- advise appropriate person or body of potentially serious issues
- other related duties and projects generally considered to be within the job category

# JOB DESCRIPTION

Position title: COMMUNICATIONS ASSOCIATE Reports to: COMMUNICATIONS DIRECTOR

April 2023

# **POSITION PURPOSE:**

The COMMUNICATIONS ASSOCIATE is responsible for contributing to effective communication with Association members, staff, elected representatives and the public as well as maintaining the Association's communications tools and platforms. The COMMUNICATIONS ASSOCIATE utilizes a variety of skills, programs and platforms in order to develop, assist in the preparation of, and maintain, Association communication materials.

#### **ACTIVITIES:**

Monitors enquiries to communications email and phone and liaises with the appropriate staff member as needed to respond with informed and consistent messaging;

Manages the Association's website and intranet including updates and upkeep as well as developing new content;

Manages the Association's social media presence by creating all social media content and copy, monitoring accounts, liaising with appropriate staff as needed to respond with informed and consistent messaging and coordinating all postings;

Collaborates in creating, updating, editing, laying out, formatting, and distributing communications material (e.g., Equiflash, direct-to-member emails, EQ Magazine, etc.) for members, Council, staff and engagers including all graphic design and layout services for Equity documents and publications;

Maintains, updates and archives Equity documents and publications (e.g., agreements, contracts, bylaws, policies, forms, etc.), including digital versions, and distributes the material as needed;

Collaborates with managers and other staff on the development and delivery of various projects (e.g., membership meetings, special events, Council elections, ratification and referenda, etc.), and provides ongoing technical support for said projects;

Utilizes the Association's database and systems tools to generate reports, lists and other information/data required for various projects; analyzes data and maintains statistical reports and files;

Liaises with third-party providers (e.g., printers, caterers, photographers, event rental, etc.) as required;

Other duties and projects generally considered to be within the job category.

#### JOB DESCRIPTION

Position title: CONTRACTS ADMINISTRATOR

Reports to: Business Representative Manager, Theatre Agreements

Business Representative Manager, Ballet and Opera

April 2023

#### POSITION PURPOSE:

The CONTRACTS ADMINISTRATOR enters all contractual information received from engagers into Equity's proprietary database (EMS) and maintains the contracts manual and electronic filing systems.

- Data entry of all contracts and amendments into EMS;
- Maintains contracts entry manual and electronic filing systems;
- Alerts Business Representative department staff to missing or incomplete contracts / riders.
- Assists staff to resolve issues relating to contract entry;
- Other related duties and projects generally considered to be within the job category.

# JOB DESCRIPTION

Position title: ENGAGER ACCOUNTS RECEIVABLE ADMINISTRATOR

Reports to: Director of Finance & Administration

April 2023

# POSITION PURPOSE:

The ENGAGER ACCOUNTS RECEIVABLE ADMINISTRATOR is responsible for processing all transactions relating to engager accounts receivable, ensuring the timely collection of past due amounts, and maintaining accurate records of engager accounts and transactions.

- Prepares and distributes invoices and statements for working dues, RRSP contributions, insurance premiums, filing fees, etc. payable by engagers on behalf of members and nonmembers when under contract;
- Prepares and distributes invoices for late contract fees;
- Prepares deposits for engager accounts receivable and takes deposits to the bank;
- Allocates cheque and electronic payments made by engagers to invoices in Equity's proprietary database (EMS); records the receipt of members' voluntary RRSP contributions;
- Runs semi-monthly close period process including preparing reports, reconciling discrepancies and preparing and distributing payments to third parties and internally;
- Identifies any variances between invoices and engager payments and escalates to Contract Entry and/or Business Reps as appropriate for resolution and/ or resolves any discrepancies relating to erroneous payments;
- Provides information to engagers and assists engagers with their enquiries;
- Assists members with enquiries relating to the processing of their RRSP contributions;
- Pursues the payment of past due amounts and escalates issues relating to bad debt to the Director of Finance & Administration;
- Reconciles individual engager accounts receivable accounts on a regular basis;
- Maintains engager accounts receivable records, and manual and electronic filing systems;
- Prepares journals, lists and reports as required;
- Provides information for bond releases and bond claims to Bonding as requested through the Bond release process; Supports the annual financial audit by providing information and documentation requested by the external auditors and answering questions relating to engager accounts receivable;
- Assists staff to resolve issues relating to engager accounts receivable;
- Other related duties and projects generally considered to be within the job category.

# JOB DESCRIPTION

Position title: FINANCE ASSOCIATE

Reports to: Director of Finance & Administration

April 2023

#### POSITION PURPOSE:

The Finance Associate is responsible for maintaining accurate records of cash and non-cash securities held in trust by the Association as a bond against default of contractual obligations by engagers; for maintaining accurate records of basic dues, arrears and other fees payable or paid by the membership; and for assisting with processing engager accounts receivable.

- Maintain accurate records of cash and non-cash securities held in trust by the Association as a bond against the default of contractual obligations by engagers, including:
  - Recording cash and non-cash securities in the database;
  - Preparing deposits for cash security bonds and taking deposits to the bank;
  - Maintaining accurate records of security agreements, Trisura bonds, Letters of Credit and pledges;
  - Tracking bonds to ensure that adequate security is maintained at all times and that bonds are either renewed or their expiry approved and funds dispersed (if applicable) in a timely manner;
  - Processing the Bond Release Checklist including following up with engagers regarding outstanding items and processing bond claims;
  - Processing disbursements for bond claims and releases and recording them in the database;
  - Assisting with the recording of cash receipts and disbursements in SAGE;
  - Responding to enquires from engagers and staff relating to bonds administration.
- Maintain accurate records of basic dues, arrears and fees payable or paid by the membership, including:
  - Issuing invoices for basic dues, arrears and other fees payable by the membership;
  - Preparing and taking deposits to the bank;
  - Running credit card transaction reports and reconciling these to the database;
  - Recording the receipt of payments in the database;
  - Assisting with the recording of cash receipts and disbursements in SAGE;
  - Responding to membership enquiries regarding the payment of amounts owing.
- Process engager accounts receivable for the engagers assigned by the supervisor, including:
  - Allocating payments received from engagers in the database;
  - Pursuing the payment of overdue invoices;
  - Reconciling aging accounts receivable;
  - Responding to enquiries from engagers and staff relating to engager accounts receivable.

- Provide administrative support to the Finance and Administration department including, but not limited to, mail collection and distribution, scanning, and general office tasks.
- Provide vacation, sickness or work load relief for the Engager Accounts Receivable Administrator.
- Other related duties and projects generally considered to be within the job category.

# JOB DESCRIPTION

Position title: MEMBERSHIP ADMINISTRATOR

Reports to: Senior Executive Assistant

POSITION PURPOSE:

April 2023

The Membership Administrator is responsible for maintaining accurate records on members and non-members working in Equity's jurisdiction, assisting members with enquiries regarding their membership including their rights and responsibilities according to the Association's Bylaws and benefits (health, insurance and RRSP), and distributing incoming mail and emails received at info@caea.com to appropriate staff.

- Maintaining accurate records on members and non-members working in Equity's jurisdiction in the Association's proprietary database and other manual and electronic systems;
- Issuing and distributing invoices, receipts, membership cards and other documentation relating to membership;
- Assisting members with general matters relating to their rights and responsibilities as members in the Association according to the Association's Bylaws, agreements and policies;
- Providing information to members regarding the operation of their RRSPs including assisting with enrolment, liaising with the trustee on their behalf and ensuring that members maintain RRSPs in accordance with Association policy;
- Guiding non-members through the joining process including explaining the process, vetting application forms, providing information about membership benefits (health, insurance and RRSP) and administering the benefits application processes;
- Vetting engagement contracts as required to ensure the accuracy of information on file;
- Producing lists and reports and providing information on membership upon request;
- Assisting staff with issues relating to membership services;
- Issuing letters of demand for payment of past due amounts;
- Performing other related duties and projects generally considered to be within the job category.

#### **JOB DESCRIPTION**

Position title: SENIOR BUSINESS REPRESENTATIVE

Reports to: Business Representative Manager – Theatre Agreements &

Business Representative Manager – Ballet & Opera Agreements/Policies

April 2023

#### POSITION PURPOSE:

The SENIOR BUSINESS REPRESENTATIVE is responsible for the administration of the Association's scale agreements and policies, specifically to ensure that the terms and conditions of the agreements are upheld.

# **ACTIVITIES:**

Under the general supervision of the Business Representative Manager

- administer the Association's scale agreements and policies in accordance with established procedures
- provide specific information on scale agreements and policies to members and engagers
- may be required to provide assistance in the negotiation of scale agreements and policies
- must be able to interact well with engagers, members, colleagues and superiors
- attend meetings of members as required
- may be required to visit companies in rehearsal or performance to resolve problems
- may be required to visit performance or rehearsal venues to ensure Health & Safety standards are satisfactory
- examine contracts filed to ensure that they conform to the scale agreements and policies and taking requisite corrective action when necessary
- assess the adequacy of securities held as bonds against default by engagers of contractual information.
- Create and circulate report of Security Bonds
- take whatever action necessary to ensure that security is maintained in accordance with negotiated agreements and Association policy
- receive concession requests and direct them through proper procedures for consideration by appropriate bodies
- advise appropriate person or body of potentially serious issues
- other related duties and projects generally considered to be within the job category.

#### **APPENDIX B - EXPENSES**

# **Transportation**

Employees required to use their own automobile for Employer business will be compensated at the rate of sixty-eight cents (68c) per kilometre or the current CRA 'reasonable allowance rate', whichever is greater.

Employees will be reimbursed for necessary taxi fares expended in carrying out the Employer's business.

#### **Per Diem and Hotel**

Employees travelling out of town on the Employer's business will have their hotel accommodations paid for by the Employer and shall receive a per diem of sixty-nine dollars (\$69.00) per day or the current CRA 'reasonable allowance rate', whichever is greater.

# **Production Attendance**

All employees will receive an allowance of two hundred and fifty dollars (\$250.00) per fiscal year for attending productions.

Business Representatives and Senior Business Representatives will get an additional five hundred dollars (\$500).

It is understood that the production attendance allowance is to encourage employees to attend productions done by the membership. While we understand that some people may not be comfortable attending these functions alone, no more than \$100 of the allowance may be spent in any year to purchase tickets for someone to accompany the employee, unless otherwise approved by the Executive Director. In all cases, reimbursement will only be for shows under Equity's jurisdiction. Exceptions will be considered on a case by case basis by the Executive Director.

# **Staff Development and Training**

Staff members may be eligible for reimbursement of some or all of the cost of work-related professional development and training. Application for funding must be made to the Executive Director after having first sought the approval of the supervisor. The amount of funds available will be determined by the annual budget amount set by the Executive Director. Supervisors may approve job specific training during office hours. The Employer commits to maintaining a staff development and training program for the duration of the Agreement.