

# COLLECTIVE AGREEMENT

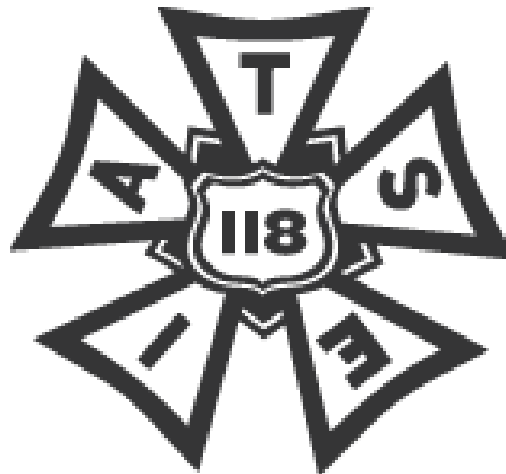
Between

**Theatre Under the Stars Musical Society**



and

**The International Alliance of Theatrical Stage Employees,  
Motion Picture Technicians, Artists and Allied Crafts of the  
United States, its Territories and Canada Local 118**



Effective: January 1, 2022 to December 31, 2025

This Agreement, dated for reference this 29th, Day of December 2021

**BETWEEN:**

**Theatre Under the Stars Musical Society**

(hereinafter called the "Employer")

**AND:**

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

**Local 118**

(hereinafter called the "Union")

**PREAMBLE:**

**Recognition and Jurisdiction**

- A. The Employer is an employer within the meaning of the Labour Relations Code of British Columbia ("Labour Relations Code").
- B. The Union is the bargaining authority for the stage technical employees of the Employer ("Employees").
- C. The Employer stages two musicals a year in Malkin Bowl in Stanley Park (its "Season").
- D. The Employer is a not-for-profit society with a significant educational component and purpose that is mostly funded by ticket revenues and is substantially dependent on volunteers to conduct most of its front of house and stage operations.

**ARTICLE 1 GENERAL PURPOSE**

- 1.1 The general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours of work and wages, and to provide for Union security and mechanism for the prompt and equitable disposition of grievances for the parties, all in relation to the Employees.
- 1.2 Pursuant to the provisions of Section 53 of the Labour Relations Code, the Employer and the Union agree to the establishment of a Joint Labour/Management Consultation Committee for the purposes of consulting regularly during the term of the collective agreement about workplace issues.
- 1.3 Nothing in this agreement shall be construed so as to contravene any Provincial statute or regulation or any applicable statute or regulation of Canada.

## **ARTICLE 2           TERM OF AGREEMENT**

- 2.1     This Agreement shall be effective from January 1, 2022 to December 31, 2025, both dates inclusive.
  
- 2.2     After the expiry date of this Agreement and until a new Agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised Agreement in making any matter retroactive in such revised Agreement.
  
- 2.3     Notwithstanding the above, it is agreed that the Employees may strike and the Employer may lockout after this Agreement's expiry date.
  
- 2.4     The operation of subsections (2) and (3) of Section 50 of the Labour Relations Code is hereby excluded from and shall not be applicable to this Agreement

## **ARTICLE 3           DISCRIMINATION, HARASSMENT**

- 3.1     All of the terms and conditions of this Agreement will apply equally to all Employees. The Employer shall not discriminate against Employees contrary to the Human Rights Code or due to Union membership or lawful participation in Union activities.

## **ARTICLE 4           UNION RECOGNITION**

- 4.1     The Employer recognizes the Union as the sole collective bargaining authority for the Employees.
  
- 4.2     Steward(s) designated to represent the Employees shall be permitted to perform Union business in relation to the Employees only without loss of pay upon authorization by the Employer. The Steward shall request authorization from the Employer's representative and receive authorization prior to leaving their duties. Any such authorization shall not be unreasonably withheld.
  
- 4.3     Representatives of the Union shall be permitted by the Employer to enter Employee work areas at reasonable times. Representatives will be free of interference and will minimize any interruption or interference with any work in progress. Meetings shall not be held with Employees on the premises during working hours without the permission of the Employer.

- 4.4 The Employer shall include the I.A.T.S.E. Local 118 Emblem and acknowledgements in the house program, in an appropriate place in the lobby and, where any other professional organizations are acknowledged, on any promotional and other program material.
- 4.5 It is understood that the Union Emblem shall remain the property of the Union and that at no time shall the Emblem be used in a manner that is detrimental to the interest and welfare of the Union. Upon evidence that the Emblem is being used in a manner that is detrimental and harmful to the Union, then the Employer's right to use the Emblem will be withdrawn.
- 4.6 The Union is a member of the International Alliance of Theatrical Stage Employees and Motion Picture Technicians of the United States, its Territories and Canada. No clause within this Agreement shall violate the Constitution and By-laws of the I.A.T.S.E. that are in force as at the date hereof. The Union warrants that no clause of the Agreement violates such Constitution and By-laws.

## ARTICLE 5 UNION SECURITY

- 5.1 The work assigned to the bargaining unit shall include all work of a kind and nature usually performed for the Employer by stage technical employees, that is to say, erecting and dismantling scenery, stage equipment and machinery of all kinds and nature during setup and strike, technical operation of the theatre during the Season, and operation of lights and sound equipment and the construction and painting of stage sets during the Season (the "Covered Work").
- 5.2 Volunteers have in the past, and will continue to in the future, do the work required for the Employer's productions other than Covered Work, including, without limitation:
- (a) (a) site clean-up, (b) handling and operation of sets and follow spot lights, (c) purchase, maintenance, and handling of props (d) unpacking, packing, cleaning, pressing, dressing, maintaining, and quick changing of theatrical costumes, (e) the application, maintaining, and/or care of hair of all types and descriptions (whether it be the natural hair of actors or any natural hair or synthetic wig or hairpiece), and (f) the application, maintaining, and/or care of make-up of all kinds, types, and descriptions as required;
  - (b) The Employer can use volunteers to do painting work so long as the use of volunteers does not diminish the work of the Head Scenic Painter.
- 5.3 When the Employer makes a call for Employees under Article 6.1, the four (4) sound and five (5) scenic employees from 2011 will have the right of first refusal. Once the first refusal has been given, Employees will be hired and dispatched in accordance with this Collective Agreement.

- 5.4 The Employer shall only hire as Employees qualified and competent persons dispatched by the Union who are, at the time of hiring, members in good standing of the Union or who are approved by the Union to perform Covered Work.
- 5.5 In extraordinary and unforeseeable circumstances, Covered Work which cannot be delayed may be performed by an individual of the Employer's choice not provided by the Union until the Union is able to provide a replacement for that individual.
- 5.6 All Employees shall remain in good standing with the Union as a condition of employment with the Employer. The Union is responsible for informing the Employer if an Employee is not in good standing.
- 5.7 All Covered Work shall be performed by members of the Union, except as permitted by Article 5.2.
- 5.8 The Employer agrees not to contract out Covered Work.
- 5.9 As has been the long-standing practice, General Labourers, when engaged by the Employer, may not perform covered stage work.

## **ARTICLE 6           HIRING OF EMPLOYEES**

- 6.1 A request for Employees (a call) shall be at the discretion of the Employer. The Employer shall make this request as soon as possible (which, except in unusual circumstances, shall be not less than five (5) days prior to the start time of the work period). The Employer shall advise the Union of:
- (a) The start time of the work;
  - (b) The number of persons required, specifying the category of work for each person.
- 6.2 Continuity of Employment (Running Crew): Running crew shall be employed for the setup, run and strike of the production (i.e. they shall be first called and last cut for all work that is part of or associated with the production).
- 6.3 Continuity of Employment (Set-up and Strike Crew): Subject to Article 6.5, Employees that work a setup or strike shall work the entirety of that setup or strike. When a set-up and a strike fall on the same day, those Employees that work the set-up shall be required to work the strike.
- 6.4 The Union shall dispatch qualified and competent Employees to work based upon seniority and availability.

- 6.5 Any decrease or reduction in the size of a crew required by a lack of work shall be accomplished by the dismissal of that person or those persons designated by the Union taking into account the qualifications and competence of the Employees and the needs of the Employer.
- 6.6 In the event of an extension of a run, the Employer shall notify the Union not less than seven (7) calendar days prior to the original closing date of the production. Employees are not required to accept the extension but must give notice to that effect within 48 hours of being notified of an extension by the Employer.
- 6.7 The minimum call for any performance shall be a Carpenter and an Electrician. For the purposes of Article 6.2, the Head Carpenter shall not be deemed to be Running Crew and shall be scheduled in accordance with past practice.
- 6.8 The Head Carpenter shall receive no less than full-time employment during the setup and the strike.
- 6.9 If the Union is unable to supply sufficient qualified Employees for a specific call, the Employer may hire Employees elsewhere. Such persons shall register with the Union and shall be covered by this Agreement.
- 6.10 Article 6.9 shall only apply under the following circumstances:
- a) For show crew: the Employer has provided a minimum of 56 days' notice to the beginning of the call and the Union has not filled the call within 21 days of the beginning of the call.
  - b) For casual / day calls: the Employer has provided a minimum of 7 days' notice to the beginning of the call and the Union has not filled the call within 36 hours of the beginning of the call.
  - c) The employer has requested and the Union has agreed that for a specific call the Employer may hire Employees elsewhere.

## **ARTICLE 7 CANCELLATION OF CALL**

- 7.1 The Employer shall cancel a call by notifying the Union of cancellation prior to forty-eight (48) hours before the commencement of the call. In the event such notice is not given, the Employer shall pay to the employee an amount equal to that remuneration which the Employees would have earned through four (4) hours of work at straight time in their respective work categories. For the purposes of this clause, changing the start time of a call by more than two (2) hours shall constitute a cancellation.

## Article 8 HOURS OF WORK

- 8.1 A week shall include the period from 00:01 hours Sunday until 24:00 hours the following Saturday.
- 8.2 For the purpose of computing pay for normal/straight time and overtime:
- (a) The end of each day is midnight and then of each week is Saturday midnight, except that when an Employee works a period of time that starts before midnight and ends after midnight the end of the day shall be the end of the continuous period of work.
  - (b) A break of less than eight and one half (8.5) hours in duration shall not constitute the end of a day.
  - (c) Except as otherwise provided in this Agreement, time shall be calculated by the half-hour so that an Employee shall be paid for a full half-hour period if any portion of a half-hour period is worked. Each half-hour period shall begin on the hour or the half-hour (e.g. at 0900, not 0910 or 0915).
- 8.3 Any call to work after an unpaid break of:
- (a) One (1) hour or more constitutes another two (2) hours minimum pay at the applicable rate.
  - (b) Two (2) hours or more constitutes another four (4) hours minimum pay at the applicable rate.
- 8.4 When an Employee is called to work, the Employee shall be paid a minimum of four (4) hours at the applicable rate of pay. Such period of work shall be unbroken except for a fifteen (15) minute rest break.
- 8.5 If an Employee completes a period of duty in any day and is recalled to duty on the same day after a break of greater than two (2) hours has elapsed since the completion of that period of duty, the Employee shall be paid one (1) hour travel time at the applicable daily rate.
- 8.6 For the purposes of pay computation according to this Agreement, a performance shall be deemed to be a working period of five (5) hours, beginning two (2) hours before the commencement of the performance, and ending at the time of the final curtain. All time paid for a performance shall be paid at the appropriate performance rate as provided in Schedule "A".
- 8.7 For the computation of time and pay, the performance rate shall be in effect from the day after the opening night of each production until the closing night of the season.

- 8.8 The call for a performance or dress rehearsal may be extended for a maximum of one (1) hour before and/or one (1) hour after the performance for any purpose. All extensions to the performance or the dress rehearsal shall be paid at the applicable hourly rate.
- 8.9 In the case of a strike directly following a performance, an Employee who has worked the performance, shall be paid on an hourly basis and at no time less than one (1) hour the prevailing rate.
- 8.10 "Final Curtain" is defined as that time when the curtain is lowered for the last time or, when the curtain is not used, when the house lights are brought up for the exit of the audience.
- 8.11 Un-worked portions of a minimum call shall be paid at the prevailing rate.

## **ARTICLE 9 OVERTIME AND HOLIDAY PAY**

- 9.1 All Overtime referred to in this clause shall be paid at one and one half (1.5) the straight time rate of pay. Overtime under this clause consists of each of the following separate categories of work and arises when work falls within any of the following categories which are mutually exclusive:
- (a) All time worked in excess of eight (8) hours in any day.
  - (b) All time worked in excess of forty (40) hours in a week.
- 9.2 All overtime referred to in this clause shall be paid for at two (2) times the straight time rate of pay. Overtime under this clause consists of each of the following separate categories of work and arises when work falls within any of the following categories which are mutually exclusive:
- (a) All time worked in excess of twelve (12) hours in any one day or shift.
  - (b) All time worked after 12:00 a.m. and before 8:00 a.m. regardless of the time of call.
  - (c) Where a call requires work to commence at midnight or before 6:00 a.m., all time worked that day.
  - (d) All time worked in excess of forty-eight (48) hours in a week.
  - (e) All time worked on the seventh (7th) consecutive day of employment.
  - (f) All time worked on a Public Holiday. When a Public Holiday falls on the seventh (7th) consecutive day of employment, the next day shall be deemed a Public Holiday for the purpose of this Article. The following shall be Public Holidays for the purposes of this Agreement:
    - (i) New Year's Day
    - (ii) Good Friday
    - (iii) Easter Monday
    - (iv) Victoria Day



- (v) Canada Day
- (vi) BC Day
- (vii) Labour Day
- (viii) Thanksgiving Day
- (ix) Remembrance Day
- (x) Christmas Day
- (xi) Boxing Day
- (xii) Family Day
- (xiii) National Day for Truth and Reconciliation
- (xiv) Any other day that is duly proclaimed as a General or Statutory holiday in the area in which the place of employment is located.

- 9.3 For the purposes of calculating total weekly hours, only the first eight (8) hours of the day shall be considered. The end of each day is midnight and the end of each week is Saturday midnight, except where an employee works a continuous period of time which starts before midnight and ends after midnight in which case the end of the day shall be the end of that continuous period of work.
- 9.4 There shall be no duplicating or pyramiding of any premium compensation provided for anywhere in this Agreement.

## **ARTICLE 10 LEAVES OF ABSENCE**

- 10.1 When an Employee is required to be absent from work during the one-week period following the death of an immediate member of the family, the Employee, if scheduled to work that week, shall be entitled to a leave of absence without pay for up to three (3) days of work. Such time off shall be arranged by mutual agreement.
- 10.2 Upon request of the Employee, compassionate leave without pay will be extended where possible.
- 10.3 In the event that an Employee desires leave without pay for personal reasons, application shall be made in writing to the Employer stating the reasons for such leave and the duration of such leave. The granting of such leave shall be at the discretion of the Employer. Such leave will not be unreasonably withheld. The timing of the Employee's return shall be determined by the Employer.

**ARTICLE 11 MEAL BREAKS AND REST PERIODS**

- 11.1 Either of the following shall constitute a meal break:
- (a) One continuous, uninterrupted, unpaid hour, within which the Employee can eat a meal.
  - (b) One continuous, uninterrupted, paid half-hour, within which the Employee can eat a meal.
- 11.2 Subject to 11.2:
- (a) After an unpaid meal break, subsequent unpaid meal breaks shall occur only after a further four (4) consecutive hours of work.
  - (b) The maximum length of time allowed between meal breaks shall be four (4) hours, except that, twice during a workday, an Employee may work five (5) hours without meal premium (.e. pay in lieu of break, as detailed in Article 11.3).
- 11.3 If any Employee is required to remain on duty after such four (4) or five (5) hour period provided above, the Employee shall be paid at two (2) times the applicable rate until relieved for a meal break unless the meal break occurs under the provisions of Articles 11.4 and 11.5 herein.
- 11.4 There will be no meal break during a performance or technical rehearsal (of not more than five (5) continuous hours).
- 11.5 A fifteen (15) minute rest period shall occur roughly mid-way through each four (4) or five (5) hour work period, except that this shall not apply to performances or technical rehearsals of not more than five (5) continuous hours. The break shall occur at a time which is appropriate to the activity the Employee is engaged in and may be deferred or cancelled at the discretion of the Employer. The Employer agrees to utilize such discretion on a reasonable basis. When this break is cancelled, then fifteen (15) minutes will be added to the time worked on the call and paid at the prevailing rate in effect at the end of the call.
- 11.6 Meal breaks or rest periods may be staggered at the discretion of the Employer.
- 11.7 Pick-up and wash-up time will be allowed prior to quitting time and meal breaks not to exceed 10 minutes prior to the end of the call. This provision shall not apply to work on performances, run-throughs of not more than five (5) continuous hours or dress rehearsals.

## **ARTICLE 12 SAFETY**

- 12.1 The Employer will comply with the requirements of the Workers Compensation Act and all other regulations as set by government or by any government recognized body.
- 12.2 Employees will not be required to work under unsafe conditions. Adequate safety equipment shall be provided by the Employer and will be used by the Employees.
- 12.3 The Employer and the Union agree to the establishment of a Safety Committee for the purposes of consulting regularly during the term of the collective agreement about workplace issues. By mutual agreement, this committee may be comprised of the same members and meet at the same time as the Joint Labour/Management Consultation Committee, as detailed in Article 1.2.

## **ARTICLE 13 REMUNERATION AND PAYMENTS**

- 13.1 The rates of remuneration set out in Schedule 'A' to this agreement shall apply during the term of this agreement.
- 13.2 When an Employee performs work in a work classification for which a higher remuneration is provided (other than an assignment to provide temporary assistance), the Employee shall be paid that higher rate of remuneration.
- 13.3 The Employer shall pay all wages owing to Employees by Thursday for the one-week period ending on the previous Saturday.
- 13.4 Health and Welfare payments and R.R.S.P. deductions and payments as defined in this agreement as well as dues and assessments as defined from time to time in accordance with the Union's Constitution and By-Laws shall be paid to the Union no later than the fifteenth (15th) day of the month following work being performed. The Employer agrees to provide a list of Employees with a full accounting of all deductions, payments and hours worked.

## **ARTICLE 14 HEALTH, WELFARE AND R.R.S.P. ACCOUNTS**

- 14.1 Health & Welfare: The Employer will pay to the Union five percent (5%) of gross earnings for every Employee under this Agreement for health and welfare purposes.
- 14.2 Employee R.R.S.P. Contribution: The Employer will deduct from each Employee five percent (5%) of gross earnings as Employee Savings Plan Deductions and remit the same to the Union.

- 14.3 Employer R.R.S.P. Contribution: The Employer will pay to the Union five percent (5%) of gross wages for every hour worked by every Local 118 member for RRSP purposes.

## **ARTICLE 15 VACATION PAY**

- 15.1 Vacation Pay: The Employer shall pay vacation pay to each Employee equal to four percent (4%) of gross earnings. Vacation pay shall be remitted weekly or bi-weekly to each Employee together with the Employee's wages and shall be identified on the pay stub as payment for vacation pay. The inclusion of vacation pay together with the payment of the Employees' wages shall constitute full payment for vacation pay (except for time worked on a holiday in accordance with Section 9.2).

## **ARTICLE 16 REMOVAL OF EMPLOYEE**

- 16.1 The Employer has the right to refuse to hire and the right to dismiss from a position any person supplied by the Union in accordance with the terms of this Article.
- 16.2 No Employee shall be discharged without just cause. The principles of progressive discipline shall be adhered to. "Just cause" in this Agreement shall include, but not be limited to:
- (a) Breach of any reasonable regulations insofar as such rules and regulations do not conflict with the terms of this Agreement.
  - (b) Insubordination.
  - (c) Incompetence.
- 16.3 Any complaint recorded pursuant to 16.2 shall be removed from the applicable Employee's Personnel File after a twenty-four (24) month period provided that no similar complaint is recorded during that period.
- 16.4 The parties recognize that, due to the presence of children on site, professional conduct and appearance is especially important. As such, the consumption of alcohol or illicit drugs during the workday, intoxication, or the possession of open alcohol or illicit drugs at the worksite is unacceptable.
- 16.5 Any Employee dismissed pursuant to Article 16.2 shall not be deemed an available member in good standing of the Union for the purposes of dispatch under this Agreement. It is understood that this Article may be waived by mutual agreement between the Employer and the Union.



- 19.2 The Employer may make reasonable rules and regulations, policies and practices. The Employer shall provide the Union, the Labour Management Committee and each Employee with a copy of such rules and regulations prior to such rules being in effect.

## **ARTICLE 20 NOTIFICATION**

- 20.1 The Employer shall inform the Union in writing within seven (7) calendar days of any hiring, job posting, promotion, transfer, resignation or any disciplinary action affecting any Employee.
- 20.2 Any notification required under the provisions of the Collective Agreement is understood to mean that such notification shall be in writing. Notification by facsimile is acceptable provided that receipt is acknowledged.

## **ARTICLE 21 EDUCATION AND TRAINING**

- 21.1 In recognition of the need to maintain adequately trained and skilled Employees and maintain the safety and security of the Employees covered by this Agreement, the Employer agrees to allow, at times approved by the Employer, access to equipment and work areas for the purpose of instruction in the proper and safe use of the equipment and work techniques. Training time will not be paid unless training is required by the Employer or government authority.
- 21.2 When an Employee is required to attend training courses in order to adhere to governmental regulations, to address concerns of the Health and Safety Committee, or as deemed necessary by the Employer, the Employer shall:
- (a) Pay for tuition and required supplies.
  - (b) Pay the Employee for hours in attendance at such courses.

## **ARTICLE 22 TOOLS AND DRESS**

- 22.1 Upon request, each Employee shall be required to provide a basic hand tool kit consisting of: Claw hammer, tape measure, multi-bit screwdriver (or equivalent screwdrivers), pliers with side cutters, crescent wrench with safety strap, knife, work gloves, pen or pencil, pocket flashlight.
- 22.2 Employees shall not be required to supply any tools other than those listed.
- 22.3 Employees shall be dressed appropriately for the activity in which they are to be engaged. On-stage running crew shall wear all black clothing and black shoes.

22.4 Employees shall not be held responsible for the safe-keeping of valuables or other personal belongings of performers.

**ARTICLE 23 EMPLOYEE VEHICLES**

23.1 Should an Employee be requested and agree to use a personal vehicle for the Employer's business, the Employee shall be compensated at forty-two (42) cents per travelled kilometer plus parking expenses. It shall be the responsibility of the Employee to provide appropriate vehicular liability insurance in accordance with current insurance requirements. It shall not be a condition of employment that an Employee provides a vehicle.

23.2 When Employees are required to work after midnight and do not have transportation other than public transit, the Employee may take a Taxi and submit receipt to the Employer for reimbursement. Alternatively, the Employer shall designate a driver to drive the Employee.

**ARTICLE 24 COST OF LIVING ADJUSTMENTS**

24.1 The Employer agrees that should the average Consumer Price Index for Vancouver (all items), as published by Statistics Canada on its website on December 31st prior to the end of a contract year indicate a rise in the cost of living for that contract year greater than the increase in pay set for that year, the Schedule "A" wage scale will be increased at the end of the contract year in the following manner: for any percentage point to the nearest tenth that the Consumer Price Index increase on December 31st exceeds the pay percentage increase for that year, Schedule "A" rates will be increased by that % amount at the end of the contract year, before the pay percentage increase outlined for the following year is applied.

**ARTICLE 25 INTERPRETATION**

25.1 This agreement includes the attached Schedule "A" and Letter of Agreement #1.

IN WITNESS WHEREOF the Parties hereto have affixed their signatures on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

For the Employer,  
I have the authority to bind the Society

For the Union,  
I have the authority to bind the Union

\_\_\_\_\_

\_\_\_\_\_

## SCHEDULE "A" WAGES

Position	Jan 1st, 2022	Jan 1st, 2023	Jan 1st, 2024
	Year 1	Year 2 with COLA	Year 3
Assistant Technical Director	\$29.50	\$30.38	\$31.29
Head Stage Carpenter	\$29.50	\$30.38	\$31.29
Head Scenic Carpenter	\$35.23	<del>\$36.28</del> \$37.52	<del>\$37.37</del> \$38.64
Head Scenic Artist	\$35.23	<del>\$36.28</del> \$37.52	<del>\$37.37</del> \$38.64
Head Lighting	\$29.50	\$30.38	\$31.29
Head Sound	\$29.50	\$30.38	\$31.29
Scenic Carpenter	\$31.31	<del>\$32.25</del> \$33.35	<del>\$33.22</del> \$34.35
Scenic Artist/Painter	\$31.31	<del>\$32.25</del> \$33.35	<del>\$33.22</del> \$34.35
Assistant Stage Carpenter	\$25.70	\$26.48	\$27.27
Assistant Sound-RF Technician	\$25.70	\$26.48	\$27.27
Assistant Electrician	\$25.70	\$26.48	\$27.27
Grips	\$24.84	\$25.59	\$26.35
High Riggers	\$33.54	<del>\$34.54</del> \$35.72	<del>\$35.58</del> \$36.79
General Labour	\$22.28	<del>\$22.95</del> \$23.27	<del>\$23.64</del> \$23.97
Performance Rate	\$152.32	<del>\$156.89</del> \$162.22	<del>\$161.59</del> \$167.09



# **Letter of Agreement #1**

Between

Theatre Under the Stars Musical Society

and

The International Alliance of Theatrical Stage Employees, Motion Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada

Local 118

The parties agree upon the Collective Agreement to which this letter is attached subject to the following understandings:

1. that LAT.S.E. Local 118 recognizes, in addition to their stage duties, members working in concert with volunteers will undertake to train and mentor these volunteers in keeping with the T.U.T.S. mandate to be a training ground for amateur actors and technicians.
2. that T.U.T.S. and I.A.T.S.E Local 118 will jointly celebrate their relationship. T.U.T.S. will celebrate the relationship by recognizing the valuable teaching and training opportunity this unique relationship presents where L.A.T.S.E. Local 118 members work side by side with volunteers. And I.A.T.S.E. Local 118 will celebrate the relationship by acknowledging and committing to this additional role as teachers and mentors (as far as practical within the confines of standard professional practice.)
3. that the stage carpenter will be required to work the show in accordance with the spirit of Point 1 above.
4. That the Technical Director will not be in the bargaining unit, and shall not perform bargaining unit work.
5. That both parties agree that, on occasion, the hiring out of certain volunteer positions, such as follow spot operators; whether to properly train an otherwise inexperienced volunteer to undertake that position for the bulk of the show's run, or for the subbing out of that position when a regularly scheduled volunteer becomes unavailable, would be possible without setting any precedent.
6. In cases where T.U.T.S. rents the theatre to a third party for a public or commercial event with a stage technical component, or a film, television or new media production, T.U.T.S. will require that all renters must employ members of IATSE local 118 for all stage work under a Collective Agreement between the renter and IATSE Local 118. In the event a renter does not have a Collective Agreement with IATSE Local 118 they shall be required to contact IATSE local 118 and become party to the single event contract with IATSE local 118.

When TUTS rents the theatre to a third party for a public or commercial event with a stage technical component, or a film, television or new media production, TUTS will notify the Union by calling the Union office at **604-685-9553**, or emailing the Union office at [office@iatse118.com](mailto:office@iatse118.com)

7. It is understood that this collective agreement does not apply to occasions on which TUTS or other non-profit organizations hold auditions or rehearsals in Malkin Bowl, other than technical rehearsals. The Collective Agreement applies to technical rehearsals.

I have the authority to bind the Society

I have the authority to bind the Union

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_