

Memorandum of Agreement

This Memorandum of Agreement between IATSE Local 118 and Theatre under the Stars Musical Society constitutes final settlement of all outstanding collective bargaining issues between the parties hereto with respect to a revised collective agreement. The Terms and provisions contained in this Memorandum of Agreement are subject to ratification by the employees covered by the Agreement and the principals of Theatre under the Stars Musical Society. All parties signatory to this Memorandum agree to recommend to their respective principals, acceptance of all of the terms and conditions contained herein.

1. Housekeeping – spelling/Grammar corrections as agreed by the parties

2. Amended The Term of Agreement (3 years)

2.1 This Agreement shall be effective from January 1, 2022 to December 31, 2025, both dates inclusive.

3. Amended Article 5.1

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").

4. Amended Article 5.2 to read

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. Amended Article 6.4 to read

6.4 The Union shall dispatch qualified and competent Employees to work based upon seniority and availability.

6. Amended Article 6.6 to read

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 affect within 48 hours of being notified of an extension by the Employer.

7. Add Article 6.9 to Agreement

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.

8. Add Article 6.10 to 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.

9. Amend Article 8.2 (a) to read

8.2 For the purpose of computing pay for normal/straight time and overtime:

- (a) The end of each day is midnight and the end of each week is Saturday midnight, except that when an Employee works a period of time which starts before midnight and ends after midnight, the end of the day shall be the end of the continuous period of work.

10. Amend Article 9.2 (a) to read

- (a) All time worked in excess of twelve-(12) hours in any one day or shift.

11. Add National Day for Truth and Reconciliation to 9.2(f)

12. Amend Article 10.3 to read

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.

13. Amend Article 14 to read

- 14.1 Health & Welfare: Effective January 1, 2015 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: Effective January 1, 2015 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.

14. Add Article 24 to Agreement

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.

15. Amend Letter of Agreement #1 Point 6 to read

- 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

16. Amend Schedule A to read

SCHEDULE "A" WAGES

Position	Jan 1st, 2022	Jan 1st, 2023	Jan 1st, 2024
	Year 1	Year 2	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	\$36.28	\$37.37
Head Scenic Artist	\$35.23	\$36.28	\$37.37
Head Lighting	\$29.50	\$30.38	\$31.29
Head Sound	\$29.50	\$30.38	\$31.29
Scenic Carpenter	\$31.31	\$32.25	\$33.22
Scenic Artist/Painter	\$31.31	\$32.25	\$33.22
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	\$34.54	\$35.58
General Labour	\$22.28	\$22.95	\$23.64
Performance Rate	\$152.32	\$156.89	\$161.59

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IN WITNESS WHEREOF the Parties hereto have executed this Agreement by affixing their signatures hereto this 17th day of November 2021.

Signed on behalf of:

Theatre Under the Stars Musical Society



Richard Berg, PM

I.A.T.S.E. LOCAL 118


 Alex Livland (Nov 17, 2021 19:14 PST)


 Mark Carter (Nov 17, 2021 19:10 PST)