

## Memorandum of Agreement

This Memorandum of Agreement between IATSE Local 118 and the Arts Club of Vancouver Theatre Society constitutes final settlement of all outstanding 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 Collective Agreement and the principals of the Arts Club of Vancouver Theatre Society. All parties signatory to this Memorandum agree to recommend to their respective principals acceptance of all of the terms and conditions contained herein.

### ARTICLE 3 Definitions

- **Article 3.3** is moved to **Article 26.1** and **Articles 3.4 – 3.8** shall be renumbered as **Articles 3.3 – 3.7**, respectively.

3.3 It is understood that for the purposes of this agreement that "just cause" shall include but may not be limited to: breach of rules, lack of ability, unsatisfactory performance, repeated unauthorized absence, insubordination, theft, fraud, criminal activities directly affecting the job. The Employer agrees to apply the rules of progressive discipline in all matters of discipline.

- New **Article 3.8** is inserted as follows:

3.8 Any notice, notification, post, or posting required under the provisions of the Collective Agreement is understood to mean that such notice, notification, post, or posting shall be in writing; hard copy, or digital format (email or PDF attachment), unless specifically noted or excluded within the body of the agreement.

### ARTICLE 12 Notification

- **Article 12.2** is amended to read in its entirety as follows:

12.2 ~~Any notification required under the provisions of the Collective Agreement is understood to mean that such notification shall be in writing.~~ Any notice, notification, post, or posting required under the provisions of the Collective Agreement is understood to mean that such notice, notification, post, or Posting shall be in writing; hard copy or digital format (email or PDF attachment), unless specifically noted or excluded within the body of the agreement.

### ARTICLE 13 Employee Categories

- **Article 13.1** is moved to **Article 16.3** and is amended as written below in Article 16.

13.1 All Employees covered by this Agreement shall be considered probationary Employees for a period of three (3) months from the date of their first employment with the Employer. Employees subsequently hired into a regular position will be subject to a three (3) month trial period. The Employer may extend probationary or trial periods up to a total of six (6) months after prior consultation with the Union, and before the expiration of the first three (3) month period. Employees may return to their original position by request of the Employee or for just cause.

- **Articles 13.2 & 13.3** are moved to **Article 26.4 & 26.5** respectively.

13.1 The Employer may release an Employee at any time for just cause. The parties agree that such "just cause" may include disciplinary matters less stringent for probationary Employees than for Employees who have completed their probationary period.

13.2 The Employer will notify the Union of any Employees who have been released. Said notification shall be given within three (3) days of the probationary Employee having been notified.

- **Articles 13.4 & 13.5** shall be renumbered to **Articles 13.1 & 13.2**, respectively.
- **Article 13.4** (renumbered as Article 13.1) is amended to read in its entirety as follows:

~~13.4~~ 13.1 Employees covered by this agreement shall be:

(a) Full Time Regular

A Full Time Regular Employee is defined as any Employee who is assigned work on a regular basis and for forty (40) hours per week. Full-time regular positions shall include:

Head Scenic Carpenter                      Stanley ~~Theatre~~ Head Electrician  
2<sup>nd</sup> Scenic Carpenter                      Head Wardrobe  
Production Assistant                      Head Properties

~~G.I. Granville Island~~ Head Electrician                      Production ~~Secretary~~ Administrator  
Stanley Head Stage Carpenter

The Employer may: assign a Part-Time Regular Employee, or by agreement of the Union, hire a Temporary Employee, to replace a Full Time Regular Employee for vacation, sick leave or other temporary relief.

(b) Part-Time Regular

Part-Time Regular Employee is defined as any Employee who is assigned work on a regular recurring basis for periods of less than forty (40) hours per week. Nothing shall prevent a part-time regular Employee from working forty (40) or more hours per week on an irregular basis.

Part-Time Regular Employees will work according to an assigned schedule except as specifically mutually agreed by the Employer and the Union.

Part-time regular positions shall include:

~~Building Maintenance~~ ————— ~~Goldcorp Stage Technician~~

|   |  |
|---|--|
| <del>Head Scenic Artist</del>               | <del>Head Sound Technician</del>             |
| <del>Cutter</del>                           | <del>Head Rental Technician</del>            |
| <del>Production Assistant (Part-Time)</del> | <del>Rental Technician</del>                 |
| <del>2<sup>nd</sup> Properties</del>        | <del>2<sup>nd</sup> Sound Technician</del>   |
| <del>2<sup>nd</sup> Wardrobe</del>          | <del>2<sup>nd</sup> Stage Carpenter</del>    |
| <del>Wardrobe Maintenance</del>             | <del>2<sup>nd</sup> Electrician</del>        |
| <del>Head Dresser</del>                     | <del>Stanley Head Stage Carpenter</del>      |
|   | <del>Granville Island Stage Carpenter</del>  |
|   | <del>Tour Technician</del>                   |
| <u>Head Scenic Artist</u>                   | <u>Granville Island Head Stage Carpenter</u> |
| <u>2<sup>nd</sup> Stage Carpenter</u>       | <u>Newmont Head Stage Technician</u>         |
| <u>2<sup>nd</sup> Properties</u>            | <u>Head Sound Technician</u>                 |
| <u>2<sup>nd</sup> Wardrobe</u>              | <u>2<sup>nd</sup> Sound Technician</u>       |
| <u>Cutter</u>                               | <u>2<sup>nd</sup> Electrician</u>            |
| <u>Stitcher</u>                             | <u>2<sup>nd</sup> Stage Carpenter</u>        |
| <u>Wardrobe Maintenance</u>                 | <u>Stagehand</u>                             |
| <u>Production Assistant (Part-Time)</u>     | <u>Head Tour Technician</u>                  |
| <u>Head Dresser</u>                         | <u>Head Rental Technician</u>                |
| <u>2<sup>nd</sup> Dresser</u>               | <u>Rental Technician</u>                     |
| <u>Dresser</u>                              | <u>Building Maintenance</u>                  |

**ARTICLE 16 Hiring, Promotions, Upgrading and Transfers**

- **Article 13.1** is moved to **Article 16.3** and **Articles 16.3 – 16.12** shall be renumbered as **Articles 16.4 – 16.13**, respectively.

~~13.1~~16.3 All Employees covered by this Agreement shall be considered probationary Employees for a period of three (3) months from the date of their first employment with the Employer. Employees subsequently hired into a regular position will be subject to a three (3) month trial period. The Employer may extend probationary or trial periods up to a total of six (6) months after prior consultation with the Union, and before the expiration of the first three (3) month period. Employees may return to their original position by request of the Employee or for just cause.

- **Article 16.10** (renumbered to Article 16.11) is amended to read in its entirety as follows:

~~16.10~~16.11 Employees temporarily upgraded to a higher rated job shall receive the rate assigned to that salary group on the new scale that is the closest amount above their current rate or five (5) percent whichever is greater for any time worked calculated in ~~one (1)~~four (4) hour intervals. ~~All notifications of upgrades shall be in writing. All upgrades shall be noted and approved by the direct supervisor on the Employees time sheet.~~

**ARTICLE 17 Calling Procedures**

- **Article 17.2** is amended to read in its entirety as follows:

17.2 Notification of ~~Calling Steward~~ IATSE 118 Dispatch:

- (a) A call shall be made as soon as possible, but not less than ~~ninety-six (96)~~ one hundred and twenty (120) hours prior to the time of the call, unless the Employer does not have sufficient information to set the call.
- (b) The Employer shall advise the ~~Calling Steward of the Arts Club Theatre Roster-IATSE 118 Dispatch~~ of the time of the call, the number of persons required, the category of work for each person, the approximate times and lengths of meal breaks, and the approximate duration of the call.
- (c) If the Employer wishes specific persons:
  - (i) To act in the capacity of Crew Chief, a list of the members of the Union that the Employer wishes to employ, including alternates, will be given to the Calling Steward at this time.
  - (ii) By mutual agreement between the Employer and the Union: when construction of a production requires specialized skills, the Employer may name request specific members of the bargaining unit or of the Union. It is understood that the person hired under this provision shall be paid as per the job category for which they are hired.
  - (iii) When a production is being re-mounted within the GVRD the Employer may name request that the bargaining unit members who have filled the running crew positions on the previous production be hired, based upon seniority. It is understood that the person hired under this provision shall be paid as per the job category for which they are hired.
  - (iv) The Union shall endeavour to accommodate the Employer's request.
  - (v) If less than ninety-six (96) hours notice is given for a call, then subsection 17.2 (c) of this Article shall not apply, and nothing shall require the Calling Steward or the Union to supply the specific person or persons requested.
  - (vi) To replace a Regular Employee (Full Time or Part Time) who is on a leave of absence (personal or medical) or on holidays, a list of the members of the Union that the Employer wishes to employ will be given to the calling Steward at this time. It is understood that the person hired under this provision shall be paid at the wage rate of the person they are replacing, but the hours of employment will be as required.

- **Article 17.4** is amended to read in its entirety as follows:

17.4 The Calling Steward shall inform the Employer in a timely manner that the call has been filled and provide the names and phone numbers of those Employees on the call. The Steward shall provide this information:

- (a) For Running Crew: (10) ten days prior to the start of the call. The call must be placed with the Calling Steward at least 3 weeks prior to the call. If the call is not filled 5 days prior to the start of the call, the Employer may fill that call.
- (b) For Strike and Fit-up Crew: at least ~~48~~ seventy two (72) hours in advance of the call. If the call is not filled ~~48~~ seventy two (72)-hours prior to the start of the call, the Employer may fill that call.

- **Articles 17.7 and 17.8** shall be moved to **Article 23.2** and amended as written below in Article 23.

17.7 Sound - the running of prerecorded sound may be performed by the Show Electrician (in addition to running the Lighting Cues)

17.8 Wardrobe - In accordance with past practice, any onstage running crew may assist with quick changes on a production, and dressers shall not be required to be part of that running crew.

- **Articles 17.9 and 17.10** shall be renumbered as **Articles 17.7 and 17.8**, respectively.
- **Article 17.11** shall be moved to **Article 23.3** and amended as written below in Article 23.

17.11 Assignment of Full Time and Part Time Employees to Alternate Employment: The Employer may assign full time and part time Employees to work other than their regular position provided that such work is related or substantially similar (e.g. the Rental Technician may be assigned to show runs but not shop work).

## **ARTICLE 22 Regular Employee Rehire**

- **Article 22.5** is amended to read in its entirety as follows:

22.5 The Employer's responsibility to recall Employees will be considered to be fulfilled if the Employer gives notice in writing; ~~by registered mail,~~ hard copy or digital format (email or PDF attachment), to the former Employee's last known address. It is the Employee's responsibility to keep the employer informed of their current address or any temporary mailing address. Employees must notify the employer of their intention within ten (10) days of the letter being registered. It is agreed that, where time is of the essence, that Employees may be recalled by telephone.

## **ARTICLE 23 Assignment of Duties and Responsibilities**

- **Articles 17.7 and 17.8** shall be moved to **Article 23.2** and amended as follows:

~~17.7 Sound - the running of pre-recorded sound may be performed by the Show Electrician (in addition to running the Lighting Cues)~~

~~17.8 Wardrobe - In accordance with past practice, any onstage running crew may assist with quick changes on a production, and dressers shall not be required to be part of that running crew.~~

23.2 All IATSE Employees may be assigned to perform additional duties with regard to department, classification or jurisdiction, provided they have the skills and ability required to complete them. Those additional duties shall be incidental or temporary when a single staff member could easily complete the additional duties without undue risk to safety. The shop steward may be consulted as to their appropriateness. Examples; not inclusive:

- a) Electricians – The show electrician may trigger cues (projections and/or sound) linked to a second operating system (in addition to lighting cues), providing that no adjustments will be required from the electrician during the show. When more than two operating systems are used, Management will consult with the Head Electrician and a shop steward to work out the appropriate crew staffing to support the production.

- b) Wardrobe – A dresser will not be required when there is only a single quick change or when the only duties involve putting out laundry or an initial pre-set.
- c) Wardrobe – When a production has more than one quick costume change, any wig or lace piece (including facial hair) quick changes, more than five (5) costume pre-sets, children in the cast, or specialty makeup, Management will consult with the Head of Wardrobe, the Head Dresser and a shop steward to work out the appropriate crew staffing to support the production.
- d) Video – When a production uses a video system to record or live stream a production, using live camera operators, a Head Video technician will be required.

- **Article 17.11** shall be moved to **Article 23.3** and amended as follows:

~~17.11~~23.3 Assignment of Full Time and Part Time Employees to Alternate Employment: The Employer may assign full time and part time Employees to work other than their regular position, on a temporary basis, provided that the Employee has the skills and is mutually agreeable. such work is related or substantially similar (e.g. the Rental Technician may be assigned to show runs but not shop work).

- **Articles 23.2 – 23.7** shall be renumbered as **Articles 23.4 – 23.9**, respectively.
- **Article 23.6** (renumbered as Article 23.8) is amended to read in its entirety as follows:

~~23.6~~23.8 It is understood that the following work practices by persons outside the bargaining unit are recognized by the Union, and the Employer shall not be required to alter such practices:

- (a) It is understood and agreed between the parties that the Technical Director members of the Production Management team may:
  - (i) perform specific maintenance functions related to the buildings under the Arts Club Theatre's control;
  - (ii) design, develop prototypes and oversee the installation of special effects for Arts Club Theatre productions;
  - (iii) perform the investigations and analyses into the maintenance requirements of theatre-related equipment;
  - (iv) perform the investigations and analyses into the maintenance requirements of properties, scenic elements, wardrobe and other items related to Arts Club Theatre productions.
  - (v) perform repairs or assist Employees, hands on, with unplanned repairs of the articles listed in Articles 23.8(a)(i-iv).
- (b) Designers may continue the current practice of performing bargaining unit work related only to the execution of the artistic aspects of their job;
- (c) Volunteers, grant workers, students on practicums and persons on job training programs may perform bargaining unit work. The Employer agrees to present to the Labour/Management Committee, prior to implementation, a full disclosure; including numbers of persons, dates of employment, hours of employment and the assignment of duties. Such persons shall work under the direction of bargaining unit Employees while bargaining unit work is being performed. The Union and Bargaining Unit Employees shall not be held liable for any action or lack thereof of volunteers;
- (d) Stage Management may not perform bargaining unit work, except as follows:

- (i) On a unit set, as defined in Article 3.8, Stage Management may perform changes of hand props and/or furniture at the Stanley Theatre and Granville Island Stage, or any tours originating from those locations.
- (ii) The Employer may utilize one stage manager (Assistant/Apprentice) as backstage running crew at the ~~Goldcorp-Newmont~~ Stage.
- (iii) Tours originating from the ~~Goldcorp-Newmont~~ Stage or shows produced by the Employer for tour only may use one stage manager (Assistant/Apprentice) to perform changes of hand props and/or furniture.
- (iv) For a show originating on tour: when a touring production moves into an Arts Club Theatre venue, the above rules for that respective venue shall take effect for that touring production moving forward.
- (e) When work in a theatre venue is for non-technical rehearsal on stage and does not use technical show elements an Employee is not required to be present.
- (f) Where the work involved is momentary or incidental in nature, and would not justify a four (4) hours call, Management may assist Employees in their work. (For example: moving a piano.)

- **Article 23.7** (renumbered as Article 23.9) is amended to read in its entirety as follows:

~~23.7~~23.9 Except as otherwise specifically provided in Article ~~23.6~~23.8(d)(ii) it is agreed that the above provisions of this Article 23 shall not be used to:

- (a) Eliminate or avoid the hiring of bargaining unit Employees,
- (b) Cause a reduction in hours of work, a layoff or a termination of bargaining unit Employees, or to avoid the recall of bargaining unit Employees on layoff or to avoid the payment of penalties or premiums to bargaining unit Employees or, as a result of working on a continuing basis, prevent an increase of the workforce or to replace an Employee on leave or vacation.

## **ARTICLE 26 Performance Reports/Discipline**

- **Article 3.3** shall be moved to **Article 26.1** as follows:

~~3.3~~26.1 It is understood that for the purposes of this agreement that "just cause" shall include but may not be limited to: breach of rules, lack of ability, unsatisfactory performance, repeated unauthorized absence, insubordination, theft, fraud, criminal activities directly affecting the job. The Employer agrees to apply the rules of progressive discipline in all matters of discipline.

- **Articles 26.1 – 26.8** shall be renumbered as **Articles 26.2 – 26.9**, respectively.
- **Article 26.1** (renumbered to Article 26.2) is amended to read in its entirety as follows:

~~26.1~~26.2 An Employee shall be notified in writing, in hard copy or digital format (email or PDF attachment), of any written expression of dissatisfaction concerning work performance within fourteen (14) calendar days of cause for such dissatisfaction becoming known to management. ~~Notification shall be deemed to have been served by hand acceptance of the employee, or the registration of mailing.~~ The Employee shall be advised of the exact

nature of any complaint or accusation which may be detrimental to advancement or standing within the Employer. If this procedure is not followed, such expressions of dissatisfaction shall not become part of the Employee's record or used as evidence at any time. This Article shall not prevent verbal expressions of dissatisfaction, but such verbal expressions must be reduced to writing before becoming part of an Employee's record.

- **Articles 26.2** (renumbered to Article 26.3) is amended to read in its entirety as follows:

~~26.2~~26.3 The Employee's written reply to such complaint or accusation if received within fourteen (14) calendar days after notice has been given pursuant to Article ~~26.4~~26.2 above shall become part of the Employee's record. Time limits may be extended by mutual agreement between the Employer and the Union.

- ~~Articles 13.2 & 13.3~~ shall be moved to **Articles 26.4 & 26.5**.

~~13.2~~ 26.4 The Employer may release an Employee at any time for just cause. The parties agree that such "just cause" may include disciplinary matters less stringent for probationary Employees than for Employees who have completed their probationary period.

~~13.3~~ 26.5 The Employer will notify the Union of any Employees who have been released. Said notification shall be given within three (3) days of the probationary Employee having been notified.

- **Articles 26.4 – 26.9** shall be renumbered as **Articles 26.6 – 26.11**, respectively.

## **ARTICLE 29 General Wage Provisions**

- **Articles 29.7 and 29.8** are amended to read in their entirety as follows:

29.7 Temporary/Casual Employees will have their vacation pay paid out ~~at the end of their assignment~~weekly at the rate of four (4) percent.

29.8 All wage rates shall be reduced by fifty cents (\$0.50) for the duration of the probationary period ~~or up to~~ a maximum of three (3) months.

## **ARTICLE 30 Salary Groups and Wage Scales**

- **Article 30.1** is amended to read in its entirety as follows:

30.1 Salary Groups/Employee Rate Categories

### **Group #0**

~~Shop Department Heads – (Head Scenic Carpenter, Head Properties, Head Wardrobe, Head Scenic Artist)~~

**Group #1**

- ~~a) Stage Department Heads – (Stanley Head Stage Carpenter, Stanley Head Electrician, Head Rental Technician, Head Sound Technician, Head Dresser, Granville Island Head Electrician)~~
- ~~b) Tour Technician, Granville Island Stage Carpenter, Goldcorp Stage Technician~~

**Group #2**

- ~~a) Shop Lead Hands – (Building Maintenance, 2<sup>nd</sup> Scenic Carpenter, 2<sup>nd</sup> Wardrobe, 2<sup>nd</sup> Props, Scenic Artist, Cutter, Welder)~~
- ~~b) Stage Lead Hands – (2<sup>nd</sup> Electrician, 2<sup>nd</sup> Sound Technician, 2<sup>nd</sup> Stage Carpenter, Crew Chief)~~

**Group #3**

Production Secretary

**Group #4**

Production Assistant, Grips (shop & stage), Painter, Car loader

**Group #5**

- ~~a) Stanley Theatre's Running & Fit-up/strike (Sound, Electrician, Flyman, Stage hand, Props, Wardrobe, Follow spot, Wigs); Rental Technician; Shop Assistants (Scenic Carpenters, Props Builder/Buyer);~~
- ~~b) Shop Assistants (Seamstress/Seamster)~~
- ~~c) Granville Island Theatre Running and Fit-up/Strike (Sound, Electrician, Flyman, Stage hand, Props, Wardrobe, Follow spot, Wigs);~~

**Group #6**

- ~~a) Goldcorp Stage Running & Fit-up/strike (Sound, Electrician, Flyman, Stage hand, Props, Wardrobe, Follow spot, Wigs);~~
- ~~b) Shop Assistants (Wardrobe Maintenance)~~

**Group #1**

Shop Department Heads - Head Scenic Carpenter, Head Properties, Head Wardrobe, Head Scenic Artist

**Group #2**

Stage Department Heads - Stanley Head Stage Carpenter, Stanley Head Electrician, Granville Island Head Stage Carpenter, Granville Island Head Electrician, Newmont Head Stage Technician, Head Sound Technician, Head Video Technician, Head Dresser, Head Wigs, Head Tour Technician, Head Rental Technician

**Group #3**

Shop Lead Hands - Building Maintenance, 2<sup>nd</sup> Scenic Carpenter, 2<sup>nd</sup> Wardrobe, 2<sup>nd</sup> Props, Scenic Artist, Cutter, Welder  
Stage Lead Hands – 2<sup>nd</sup> Electrician, 2<sup>nd</sup> Sound Technician, 2<sup>nd</sup> Stage Carpenter, 2<sup>nd</sup> Dresser, Crew Chief

**Group #4**

Production Administrator

**Group #5**

Production Assistant, Grips (shop & stage), Painter, Car loader

**Group #6**

Running, Fit-up & Strike Crew – Sound, Electrician, Video, Flyman, Stagehand, Camera Operator, Deck Crew, Dresser, Follow spot, Wigs Rental Technician  
Shop Assistants – Scenic Carpenter, Props Builder/Buyer, Stitcher

**Group #7**

Shop Assistants – Wardrobe Maintenance

| Group | 19/20   | 01-Sep-21 | 01-Sep-22 | 01-Sep-23 |
|-------|---------|-----------|-----------|-----------|
| #1    | \$29.62 | \$30.21   | \$30.97   | \$31.59   |
| #2    | \$28.62 | \$29.19   | \$29.92   | \$30.52   |
| #3    | \$27.81 | \$28.37   | \$29.08   | \$29.66   |
| #4    | \$24.91 | \$26.88   | \$29.08   | \$29.66   |
| #5    | \$22.99 | \$24.10   | \$25.59   | \$26.56   |
| #6    | \$24.91 | \$25.41   | \$26.04   | \$26.56   |
| #7    | \$24.01 | \$24.79   | \$25.83   | \$26.56   |

- **Article 30.2 and 30.3** are amended to read in their entirety as follows:

30.2 The Employer agrees that for all Pay Groups 1-2-3-4-5-6-7, should the average Consumer Price Index for Vancouver (as determined by Article 30.2 below) indicate a rise in the cost of living of more than four percent (4%) in the preceding 12 month period, then the wages for those positions will be increased by the amount the CPI rises above four percent (4%) to the nearest 1/10th (0.1) of a percent. It is understood that the observed 12-month period shall be September 1st to August 31st, that the CPI for August is published by mid-September, and that any wage increase will be retroactive to September 1st, of that year.

30.3 The average Consumer Price Index for Vancouver will be found by obtaining the index numbers from Stats Canada for each month, ~~September-August~~ to July inclusive, and averaging these numbers to find the average cost of goods in Vancouver for the observed 12 month period. Divide this result by the average of the previous year (obtained in the same manner), multiply the dividend by 100, and then subtract 100. The resultant is the difference in averaged costs between the two 12 month periods.

| Example | Sept<br>Aug | Oct<br>ept | Nov<br>Oct | Dec<br>Nov | Jan<br>Dec | Feb<br>an | Mar<br>Feb | Apr<br>Mar | May<br>pr | Jun<br>May | Jul<br>un | Aug<br>Jul | Average |
|---------|-------------|------------|------------|------------|------------|-----------|------------|------------|-----------|------------|-----------|------------|---------|
| 98-99   | 111.<br>0   | 110.<br>6  | 110.<br>2  | 110.<br>4  | 110.<br>1  | 110.<br>1 | 110.<br>2  | 110.<br>2  | 110.4     | 111.<br>2  | 111.<br>2 | 111.<br>7  | 110.6   |
| 99-00   | 112.<br>1   | 111.<br>8  | 112.<br>4  | 111.<br>9  | 111.<br>7  | 111.<br>8 | 111.<br>6  | 111.<br>8  | 112.8     | 112.<br>9  | 113.<br>3 | 113.<br>8  | 112.3   |

**ARTICLE 33 Days Off**

- **Article 33.1** is amended to read in its entirety as follows:

33.1 Regular Employees in the Production Shop shall be entitled to receive two (2) consecutive days off per work week which shall be defined as forty-eight (48) hours plus

the turn-around period of ten (10) hours for a total of fifty-eight (58) hours. The days off may span two (2) work weeks. (ie. Sunday and Monday off) All other Employees may be scheduled to work on the sixth day at regular rates subject to overtime provisions.

- **New Articles 33.6 and 33.7** are inserted as follows:

33.6 Regular Employees (not in the Production Shop) who work more than forty (40) hours in a seven (7) day span, without a day off, shall be paid at the rate of two (2) times the straight pay for all hours over forty (40) and starting with the eighth (8<sup>th</sup>) continuous working day, until a day off is given.

33.7 Tour Employees work weeks may span nine (9) consecutive days, without a day off, one (1) time per tour. Regular daily and weekly overtime provisions shall apply.

#### **ARTICLE 34 Overtime**

- **Article 34.9 and 34.10** are amended to read in their entirety as follows:

34.9 With the exception of meal premiums, ~~There~~ there will be no pyramiding or compounding of any overtime compensation provided in this Contract. When multiple overtime provisions are applicable, only the highest shall be applied (e.g. when an Employee is in daily double time and then moves into overnight premium, the Employee shall remain at daily double time).

#### 34.10 Overtime Bank

The Union and the Employer agree to establish an Overtime Bank for all Regular Employees ~~on running crew who regularly work overtime as part of the Technical Week schedule. For these employees, all overtime hours worked in the show install period up to and including the day of opening performance, will go into the Overtime Bank.~~ The Overtime Bank shall be subject to the following conditions:

- (a) Overtime shall be extended to straight time before being banked. For example, if an Employee works 3 hours of overtime and 1 hour of double time, up to 6.5 hours may go into the bank;
- (b) Hours in the Overtime Bank shall be given as paid time off as part of the Regular scheduled 40 hour work week;
- (c) All hours remaining in the Employee's time bank at the end of the ACT Fiscal Year (Aug.31) shall be paid out.
- (d) The time bank shall be limited to a maximum of eighty (80hrs);
- (e) The employee may request not to have Overtime hours added to their time bank at any time.

#### **ARTICLE 36 Vehicle Expenses**

- **Article 36.2** is amended to read in its entirety as follows:

36.2 If Employees are authorized to use their own vehicle in connection with their assigned duties they shall be reimbursed at the rate of ~~thirty-five (.35)~~ fifty seven cents (\$0.57) per

kilometer. This allowance shall be increased pursuant to the Canadian Theatre Agreement (Canadian Actors Equity and PACT) in effect.

## ARTICLE 37 Report Point, Travel Time, and Expenses

- **Article 37.3** is amended to read in its entirety as follows:

- 37.3 (a) Time spent traveling will be considered time worked except as outlined below in 37.3
- (b) Employees may be assigned to report to work at the commencement of the shift to a report point within ~~the Greater Vancouver Regional District Metro Vancouver~~ in lieu of the ~~Arts Club Theatre point of origin~~. In the event the Employer elects to provide transportation to the assigned worksite and an Employee wishes to use that transportation, arrangements will be made to leave from the Arts Club Theatre in time to report to the assigned worksite.
- (c) After the commencement of a shift, time spent traveling within ~~the Greater Vancouver Regional District Metro Vancouver~~ will be considered time worked.
- (d) In the event Employees are assigned to work outside of ~~the Greater Vancouver Regional District Metro Vancouver~~ and at the Maple Ridge Arts Centre, time spent traveling from the original report point will be considered time worked.

- Remove title above **Article 37.4**

### Overnight stays

- **Article 37.5** is amended to read in its entirety as follows:

37.5 Employees requiring overnight accommodation shall receive an accommodation and meal allowance per diem of one hundred and ~~twenty-five~~thirty two dollars ~~and seventy five cents~~ (~~\$125.00~~132.75). ~~It is understood that partial days including the day returning to the point of origin following the overnight stay will be prorated as follows for every 24 hour period:~~

~~\_\_\_\_\_ \$12.25 \_\_\_\_\_ prior to 12:00 NOON~~

~~\_\_\_\_\_ \$30.25 \_\_\_\_\_ after 12:00 NOON~~

~~\_\_\_\_\_ \$58.00 \_\_\_\_\_ after 6:00 PM~~

~~\_\_\_\_\_ For partial days or days without an overnight stay, the Employee shall be provided a prorated meal allowance based on the following:~~

~~(a) When a working day outside of Metro Vancouver extends more than twelve (12) hours away from the point of origin (the Theatre's venues or Administrative office) the dinner per diem shall be paid.~~

~~(b) On the day of return to the point of origin, the per diem shall be prorated as follows:~~

~~\$13.00 return prior to 12:00 noon (Breakfast-\$13.00)~~

~~\$32.25 return between 12:00 noon and 6:00pm (Breakfast-\$13.00, Lunch-\$19.25)~~

~~\$61.50 return after 6:00pm (Breakfast-\$13.00, Lunch-\$19.25, Dinner-\$29.25)~~

Such allowances shall be increased pursuant to the Canadian Theatre Agreement (Canadian Actors Equity and PACT) in effect.

## ARTICLE 39 Touring Productions

- **Article 39.1** is amended to read in its entirety as follows:

39.1 An Arts Club/IATSE Local 118 Traveling Stage Employee Contract (See Appendix #1) will be required when a Bargaining Unit member is hired for the run of an Arts Club Theatre Production that plays in two or more locations outside ~~the GVRD Metro Vancouver~~ and is required to remain overnight at a place other than their usual place of residence.

## ARTICLE 40 Vacations

- **Article 40.1** is amended to read in its entirety as follows:

40.1 Each regular Employee is entitled to vacations and vacation pay as follows:

- (a) Less than one (1) year length of service: One (1) day for each month of completed service, to a maximum of ten (10) days with pay at four percent (4%) of gross earnings.
- (b) After one (1) year but less than three (3) years length of service: ~~Two (2) weeks~~ Fifteen (15) days vacation per year with pay at ~~four percent (4%)~~ six percent (6%) of gross earnings.
- (c) After three (3) years length of service but less than ~~six (6)~~ fourteen (14) years: ~~Three (3) weeks~~ Twenty (20) days vacation per year with pay at ~~six percent (6%)~~ eight percent (8%) of gross earnings.
- (d) After ~~six (6)~~ fourteen (14) years length of service but less than twenty-five (25) years: ~~Four (4) weeks~~ Twenty-five (25) days vacation per year with pay at ~~eight percent (8%)~~ ten percent (10%) of gross earnings.
- ~~(e)~~ Regular Employees with After 25 years or more length of service, with the Employer will receive one (1) additional week Thirty (30) days vacation per year with pay at twelve percent (12%) of gross earnings.
- ~~(e)~~ (f) Any accrued, but unused, vacation will be paid out upon termination of employment.

- **Article 40.10** is amended to read in its entirety as follows:

40.10 Temporary/Casual Employees will have their vacation pay paid out ~~at the end of their assignment~~ weekly at the rate of four (4) percent.

## ARTICLE 41 ~~Statutory~~ General Holidays, Office Closed Days and Payment

- **Article 41.1** is amended to read in its entirety as follows:

41.1 The ~~d~~ Designated ~~Statutory~~ General Holidays for Full Time and Part-Time Regular Employees, employed for at least thirty (30) days prior to the Statutory Holiday, will follow the Designated Statutory Holidays of British Columbia. They are as follows:

|                |            |  |
|----------------|------------|--|
| New Year's Day | Canada Day | <del>Thanksgiving Day</del> <u>Remembrance Day</u> |
| Family Day     | B.C. Day   | <del>Remembrance Day</del> <u>December 24</u>      |

Good Friday  
Victoria Day

Labour Day  
~~Thanksgiving Day~~

Christmas Day

- **New Article 41.2** is added to read in its entirety as follows:

41.2 The Designated Statutory Holidays for Casual Bargaining unit members are as follows:

|                       |                         |                        |
|-----------------------|-------------------------|------------------------|
| <u>New Year's Day</u> | <u>Canada Day</u>       | <u>Remembrance Day</u> |
| <u>Family Day</u>     | <u>B.C. Day</u>         | <u>December 24</u>     |
| <u>Good Friday</u>    | <u>Labour Day</u>       | <u>Christmas Day</u>   |
| <u>Victoria Day</u>   | <u>Thanksgiving Day</u> |                        |

- **Articles 41.2 – 41.9** shall be renumbered as **Articles 41.3 – 41.10**, respectively.
- Article 41.2 (renumbered as Article 41.3) is amended to read in its entirety as follows:

41.241.3 It is understood that the payment provisions for Statutory/~~General~~ holidays shall not preclude overtime provisions pursuant to this agreement.

- Title above **Article 41.5** (renumbered as Article 41.6) is amended as below and is amended to read in its entirety as follows:

Eligibility for Statutory/~~General~~ Holiday Pay

41.541.6 Any Casual Bargaining unit member who has worked as an Employee on at least 15 of the 30 calendar days prior to the Statutory/~~General~~ Holiday will be eligible to receive pay for a Statutory/~~General~~ holiday.

- Title above **Article 41.6** (renumbered as Article 41.7) is amended as below and is amended to read in its entirety as follows:

Payment for ~~General~~/Statutory Holidays

41.641.7 (a) An eligible Employee with a regular schedule of hours who has worked at least 12 of the 30 calendar days prior to a Statutory Holiday is entitled to a regular day's pay for the holiday.

(b) An eligible Employee who has worked irregular hours on at least 12 of the 30 days prior to a Statutory Holiday is entitled to an average day's pay for the holiday. To calculate the average day's pay, divide the total wages earned in the 30 day period (including hours worked while in overtime, but excluding any overtime premiums) by the number of days worked.

(c) An eligible Employee who is required to work on a Statutory/~~General~~ Holiday must be paid for that day at one and one-half (1½) times the Employee's regular wage rate for the time worked up to 8 hours, double time (2 times) the Employee's regular wage rate for any time worked between the eighth and eleventh hours, and two and one-half (2½) times the Employee's regular wage for any time worked beyond 11 hours. In addition, the Employer must give the Employee a working day off with pay according to 41.6 (a), (b).

- Article 41.8 (renumbered as Article 41.9) is amended to read in its entirety as follows:

41.841.9 Where a Statutory/~~General~~ Holiday falls on a scheduled day off, or a vacation day, for an eligible Employee, the Employee shall be given an alternate day off with pay. The day shall be scheduled and paid as per ~~41.641.7~~ (a), (b) and ~~41.941.10~~. The paid Statutory Holiday shall not be considered a vacation day.

- **New Articles 41.11, 41.12 & 41.13** are added to read in their entirety as follows:

Office Closed Days

41.11 Full Time and Part-Time Regular Employees may also be eligible for Office Closed Days. The Employer's offices will be closed on a number of Federal Holidays and these will be recognized as regular paid days. These days are as follows:

Easter Monday (variable date) Truth and Reconciliation Day (September 30)  
Christmas Eve Boxing Day

Payment for Office Closed Days

41.12 (a) An eligible Employee with a regular schedule of hours who has worked at least 12 of the 30 calendar days prior to an Office Closed Day is entitled to a regular day's pay for the day.

(b) An eligible Employee who has worked irregular hours on at least 12 of the 30 days prior to an Office Closed Day is entitled to an average day's pay for the day. To calculate the average day's pay, divide the total wages earned in the 30 day period (including hours worked while in overtime, but excluding any overtime premiums) by the number of days worked.

41.13 Where an Office Closed Day falls on a scheduled day off, or a vacation day, for an eligible Employee, the Employee shall be given an alternate day off with pay.

**ARTICLE 42 Leaves of Absence / Personal Time-Off (Unplanned / Planned / Family Responsibility)**

- Title of **Article 42** is amended as above.

- **New Article 42.1** is added to read in its entirety as follows:

42.1 After three (3) months employment, Full Time and Part-Time Regular Employees, who work on average twenty (20) hours per week, will be provided with up to ten (10) paid days off per fiscal year. These days do not accrue and are not owed to the Employee, should they not be used during the year. These days can be used as follows:

(a) Physical Illness and Mental Health

If an absence due to emergency illness goes beyond three (3) consecutive days additional days off are required to recover, the Employer will ask for a medical note to be supplied from a doctor stating the reason for the absence and indicating the projected date of return to work. The cost of the provision of a medical note is your responsibility.

(b) Planned Medical / Dental Appointments

It is possible to take planned personal time off that is needed to attend planned medical or dental appointments upon mutual agreement with your supervisor.

(c) Family Responsibility Leave

Family Responsibility Leave is time off needed for the care, health or education of any member of your immediate family which is defined as your spouse (including common-law partner), child, parent, guardian, sibling, grandchild or grandparent; the parent/guardian or children of your spouse or common-law partner; and any person living with you as a member of your family.

Family Responsibility Leave includes bereavement leave, in the event of death in your immediate family. These days do not have to be consecutive, nor start on the date of death. This may also include unplanned or unexpected time off needed to take care of members of your immediate family as defined above. Examples include time off needed to care for a sick child or parent or planned time off needed for the care, health or education of your immediate family.

- **Article 42.1** shall be renumbered as **Article 42.4**.

#### Definition of Spouse

42.142.4 A spouse is defined as a cohabitant of one (1) year or more who has been publicly represented as a spouse including a same sex partner.

- **New Article 42.2** is added to read in its entirety as follows:

42.2 Approval for a personal leave of absence must be requested by speaking with your management supervisor. If an absence is unplanned (i.e. illness), please notify your management supervisor as soon as possible. (Email or text is acceptable, but a telephone call is preferred). If an absence is planned (i.e. doctor's appointment) please request the day off from your management supervisor, they will keep a record of these approvals.

- **Article 42.2** shall be removed.

#### Compassionate Leave

42.2 When an Employee is required to be absent from work due to a death in the immediate family (parent, parent-in-law, grandparent, grandparent-in-law, child, sibling, sibling-in-law, spouse, grandchild, legal guardian), the Employee shall be entitled to a leave of absence with pay for up to three (3) scheduled shifts. Such time off shall be arranged by mutual agreement between the Employer and individual member.

- **New Article 42.3** is added to read in its entirety as follows:

- 42.3 In the case of an Employee that worked varied and/or part-time hours, the payment will be calculated as the daily average of the Employee's earnings (exclusive of overtime) for the four (4) week period immediately preceding the first date of the Employee's absence.

—**Article 42.3 – 42.8** are renumbered as **Articles 42.5 – 42.10**, respectively.

- **Article 42.3** (renumbered as Article 42.5) is amended to read in its entirety as follows:

~~42.342.5~~ Upon request of the Employee, ~~compassionate leave~~personal time off without pay will be extended where possible.

#### ARTICLE 44 Disability Assistance Pay

- **Article 44** article title shall be amended as above:
  - **Article 44.1** shall be removed and **Article 44.2** shall be renumbered as **Article 44.1**.
- 44.1 The Arts Club Theatre agrees to continue the salary of a Regular Employee who works an average of 20 hours per week or more during the first two weeks of absence from work due to illness as follows:
- (a) 60% of salary up to the current Employment Insurance maximum will be payable from the fourth working day of illness for all scheduled shifts.
  - (b) In the case of an Employee who works varied hours, the salary will be calculated as the average of the Employee's earnings (exclusive of overtime) for the four (4) week period immediately preceding the week the Employee was absent;
  - (c) The Employer is entitled to require a doctor's certificate as proof of such illness.

#### ARTICLE 45 Union Dues

- **Article 45.1** is amended to read in its entirety as follows:
- 45.1 All Employees of the Employer, in the bargaining unit, who are or become members of the Union, shall remain members of the Union in good standing, as a condition of employment. Regular Employees hired on or after June 11, 1999 must become members of the Union as a condition of employment. All Employees and Arts Club Theatre roster members hired prior to June 11, 1999 will be presented with an opportunity to join the Union, but are under no obligation to join.

#### Appendix #1 Traveling Stage Employees' Contract / Averaging Agreement

- **Article 1** is amended to read in its entirety as follows:
  - 1) To engage \_\_\_\_\_, as \_\_\_\_\_ (tour position) on \_\_\_\_\_ (name of the production) at a salary of \_\_\_\_\_ dollars per week (~~in no event less than \$1028.00 for Heads of Dept. and \$939.20 for Assistants~~based on the position and groups listed below). This salary will be payable weekly when due in accordance with the provisions of this contract. The employee's start date will be \_\_\_\_\_ and the closing performance date will be \_\_\_\_\_.

The weekly rates will be adjusted paid as follows:  
Heads of Dept. on tour will ~~increase be paid~~ equivalent to Article 30.1 Group ~~4b2~~ hourly rate x 40 hours

Assistants on tour will ~~increase be paid~~ equivalent to Article 30.1 Group ~~5-a6~~ hourly rate x 40 hours

- **Article 2** is amended to read in its entirety as follows:

- 2) When the ~~e~~Employee is outside ~~the Greater Vancouver Regional District Metro Vancouver~~, or is required to remain overnight, the Employer will arrange reasonable double room accommodation with a shower and/or bath. Employees requiring overnight accommodation shall receive an accommodation and meal allowance per diem ~~\$125.00~~ of one hundred and thirty two dollars and seventy five cents (\$132.75).

It is understood that partial days outside ~~the GVRD Metro Vancouver~~ including the day returning to the point of origin following the overnight stay will be prorated as follows for every 24 hour period:

~~\$12.25~~ ~~\_\_\_\_\_~~ ~~prior to 12:00 NOON~~

~~\$30.25~~ ~~\_\_\_\_\_~~ ~~after 12:00 NOON~~

~~\$58.00~~ ~~\_\_\_\_\_~~ ~~after 6:00 PM~~

\$13.00 return prior to 12:00 noon (Breakfast-\$13.00)

\$32.25 return between 12:00 noon and 6:00pm (Breakfast-\$13.00, Lunch-\$19.25)

\$61.50 return after 6:00pm (Breakfast-\$13.00, Lunch-\$19.25, Dinner-\$29.25)

\*Per diems shall be paid to the employee on the Friday prior to the week to be worked.

\*Such allowances shall be increased pursuant to the Canadian Theatre Agreement (Canadians Actors' Equity and PACT) in effect.

- **Article 14** is amended to read in its entirety as follows:

- 14) For all work on New Year's day, Family Day, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Good Friday, B.C. Day, December 24 and Christmas Day, all employees shall be paid an additional one-half (0.5) times one -sixth (1/6) of the minimum weekly contractual scale.

- **Article 27** is amended to read in its entirety as follows:

- 27) To contribute and remit to IATSE Local 118 Health and Welfare Trust Fund for the employee's Registered Retirement Savings Plan (R.R.S.P) ~~three point five percent (3.5%)~~ the prevailing seasonal percentage, as stipulated in the Article 46.2 as the Employer's contribution, or for any portion of the week (except if the production opens on a Thursday, the contribution will be on a one -fifth (1/5) pro-rata basis Thursday, Friday, and Saturday of that week.)

- **Article 29** is amended to read in its entirety as follows:

- 29) ~~To contribute Vacation pay of four percent (4%) of actual weekly salary (pro-rated for less than a week). This amount will be added onto the employee's weekly paycheck. To contribute the percentage of Vacation pay owed to the Employee based on Article 40.1. This amount shall be calculated based on the actual weekly salary, prorated for partial weeks.~~

- **The address under the signatures** is amended to read in its entirety as follows:

Per: The Arts Club Theatre of Vancouver  
~~1585 Johnston Street~~  
203 – 162 West 1<sup>st</sup> Avenue  
Vancouver, B.C.  
~~V6H 3R9~~  
V5Y 0H6  
604-683-1184

## Appendix #2 Mutual Agreement

- **Article A** is amended to read in its entirety as follows:
  - A) The Labour/Management Committee shall meet and, at this time, the Employer shall state and clarify the nature of their concern. The Union representatives on the committee (usually comprised of the ~~Roster Representative~~, Arts Club Theatre Shop Steward, and one other elected individual) shall consider and respond to the Employer's request.

## Appendix #3 ~~GVRD~~ Metro Vancouver Definition

- **Appendix Title** is amended as above.
- **Appendix** is amended to read in its entirety as follows:

~~The Greater Vancouver Regional District~~ Metro Vancouver shall be defined as -  
- Village of Anmore, Village of Belcarra, City of Burnaby, City of Coquitlam, Corporation of Delta, City of Langley, Township of Langley, Village of Lions Bay, District of Maple Ridge, City of New Westminster, City of North Vancouver, District of North Vancouver, District of Pitt Meadows, City of Port Coquitlam, City of Port Moody, City of Richmond, City of Surrey, City of Vancouver, District of West Vancouver, City of White Rock

## ARTICLE 49 Duration of Agreement

- **Article 49.1** is amended to read in its entirety as follows:
  - 49.1 This agreement shall be effective from September 1, ~~2016-2020~~ until August 31, ~~2020~~ 2024 inclusive.

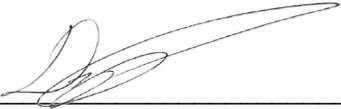
IN WITNESS WHEREOF the Parties hereto have executed this Agreement this document this 23 day of August, 2021

Signed on behalf of:

ARTS CLUB OF VANCOUVER  
THEATRE SOCIETY

IATSE LOCAL 118

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