

Memorandum of Agreement:

Between

BOCA DEL LUPO THEATRE SOCIETY
(The Employer)



AND

**THE INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES, MOVING
PICTURE TECHNICIANS, ARTISTS AND ALLIED
CRAFTS OF THE UNITED STATES, ITS
TERRITORIES AND CANADA, LOCAL #118**
(The Union)



This Memorandum of Agreement between IATSE Local 118 and the Boca Del Lupo Theatre Society constitutes the terms and provisions to be set out in a Collective Agreement between the parties. The Collective Agreement is subject to ratification by the employees covered by the Collective Agreement and the approval of the Board of Directors of Boca Del Lupo Theatre Society. All parties signatory to this Memorandum agree to recommend to their respective bodies acceptance of all of the terms and conditions contained herein.

THIS AGREEMENT, dated for reference this DAY of MONTH, YEAR.

BETWEEN:

BOCA DEL LUPO THEATRE SOCIETY,
(hereinafter called the “Employer”),

AND:

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOTION
PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND
CANADA, LOCAL 118,
(hereinafter called “the Union”)

PREAMBLE:

- A. The Employer is an employer within the meaning of the “Labour Relations Code of British Columbia” with the stated purpose of helping artists create inspiring performances and heartfelt connections that illuminate our shared humanity.
- B. The Union is the bargaining authority for those persons employed by the Employer, and perform work, as described in Article 8 of this agreement (which employees are hereinafter called the “Stage Employees”).

LAND ACKNOWLEDGEMENT:

Both IATSE Local 118 and Boca Del Lupo give thanks to the x^wməθk^wəy^əm (Musqueam), Səlilwətaʔ (Tsleil-Watuth) and Skwxwú7mesh (Squamish) Nations as we continue to live, work, and create, on the unceded, and occupied, traditional shared lands of their ancestors.

ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.1 The general purpose of this Agreement between the Employer and the Union is to establish and maintain:
- a) Orderly collective bargaining relations;
 - b) A procedure for the resolution of grievances and;
 - c) Satisfactory working conditions, hours of work, wages, and union security for the Stage Employees who are subject to the provisions of this Agreement.
- 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 Committee for the purposes of consulting regularly during the term of the collective agreement about workplace issues.

ARTICLE 2 - APPLICABILITY OF LEGISLATION

- 2.1 The Employer and the Union agree to be bound by the provisions of the BC Human Rights Code and the Employment Standards Act.

ARTICLE 3 – TERM OF AGREEMENT

- 3.1 This Agreement shall be in force and binding from the day of (date of ratification) until the 31st day of December, 2025.
- 3.2 The Parties agree to comply with the notice to bargain provisions set out in the Labour Relations Code
- 3.3 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.
- 3.4 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.

ARTICLE 4 – PICKET LINES

- 4.1 It is understood that refusal to cross a picket line deemed to be legal by Provincial or Federal authority shall not constitute a breach of this Agreement.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.1 The management and direction of employees shall be retained by the Employer except as expressly limited by this Agreement.

ARTICLE 6 – UNION RECOGNITION

- 6.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in the bargaining unit for which the Union has been certified.
- 6.2 Representatives of the Union shall be permitted by the Employer to enter and inspect Stage Employee work areas at reasonable times. The Employer shall be given prior notice. Union representatives will be free of interference and will minimise any interruption or interference with any work in progress.

ARTICLE 7 – UNION SECURITY

- 7.1 The Employer shall hire, to perform work referred to in Article 8, only persons who are, at the time of hiring, members in good standing of the Union or who are approved by the Union.

ARTICLE 8 – JURISDICTION OF WORK

- 8.1 All work of a kind and nature outlined in the certification document between Boca del Lupo Theatre Society and the Theatrical Stage Employees of IATSE Local 118 dated March 18th, 2019 and revised in the settlement agreement signed by all parties on September 15th, 2020, shall represent the scope and jurisdiction of work pursuant to this Agreement.
- 8.2 In recognition of Boca del Lupo Theatre's long-standing creative practices, both parties agree to the following exception to jurisdiction outlined in article 8.1:
 - a) Management positions at the time of certification including the Artistic Director, Artistic Producer and Technology Director shall be permitted to perform bargaining unit work.
- 8.3 The Employer has the right to assign Stage Employees to perform work that does not fall within the scope of the Agreement.

ARTICLE 9 – CONTINUITY AND MINIMUM CALL

- 9.1 When a Stage Employee is called to work, the Stage 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.
- 9.2 Stage Employees shall be hired for the set-up, run, and strike of the production for which they are called. The scheduling of Stage Employees may not be used to avoid overtime.

ARTICLE 10 – HIRING OF STAGE EMPLOYEES

- 10.1 A request for Stage Employees (a “call”) shall be made as soon as possible but not less than seventy-two (72) hours prior to the time of the call. The requirement for seventy-two (72) hours notice shall be waived when circumstances beyond the control of the Employer prevent such minimum notice being given.
- 10.2 The Employer shall advise the Union of the following:
- a) Time of the call,
 - b) The number of Stage Employees required,
 - c) The category of work for each Stage Employee,
 - d) Any basic tool, dress, or PPE requirements, if applicable,
 - e) A preliminary work schedule based upon information available at the time of the call.
- 10.3 The Union shall dispatch qualified and competent Stage Employees to the Employer based upon required skill, seniority and availability.
- 10.4 If the Union is unable to supply qualified Stage Employees, the Employer may hire Stage Employees elsewhere. Such persons shall register with the Union and shall be covered by this Agreement.

ARTICLE 11 – SAFETY

- 11.1 Applicable safety procedures as set out by ActSafeBC and WorkSafeBC will be followed and safety equipment provided by the Employer will be used by the Stage Employees. Stage Employees shall inform the Employer immediately of any potential or actual violation of safety procedures in connection with work performed under this Agreement.
- 11.2 Any stage employee hired to perform job functions where a certification is required by the Employer or by government regulation shall be certified, and the Stage Employee shall provide proof of certification to the Employer.
- 11.3 All Employees working under this Agreement shall comply with the Violence and Harassment Policy and other Employee safety policies of the Boca del Lupo Theatre Society.

ARTICLE 12 – REMUNERATION AND PAYMENT OF WAGES

- 12.1 The rates of remuneration set out in **Schedule A** to this Agreement shall apply during the term hereof.
- 12.2 Where, on any call, a Stage Employee is required or requested to be available to perform work in a work classification for which a higher remuneration is provided for hereunder (other than an assignment to provide temporary assistance), then the Stage Employee shall be paid that higher rate of remuneration for the entire call.

- 12.3 Health and Welfare payments and R.R.S.P. deductions and payments as defined in this Agreement as well as Union 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 and applicable trusts no later than the fifteenth (15th) day of the month following work being performed. The Employer agrees to provide a list of Stage Employees with a full accounting of all deductions, payments and hours worked.
- 12.4 Stage Employees will be paid bi-weekly every other Friday for the work completed to the preceding Sunday. Each pay cheque shall include an itemized statement indicating time worked at straight time as well as any premium rates of pay such as overtime, benefit premiums and individual deductions.

ARTICLE 13 – HEALTH, WELFARE AND R.R.S.P. ACCOUNTS

- 13.1 Health & Welfare: The Employer will pay to the IATSE Local 118 Health and Welfare Trust Account one and one half percent (1.5%) of gross earnings for every Stage Employee under this Agreement not on the Employer's extended medical and dental plan for health and welfare purposes.
- 13.2 Stage Employee R.R.S.P. Contribution: The Employer will deduct from each Local 118 member five percent (5%) of gross earnings as Stage Employee Savings Plan Deductions and remit the same to the IATSE Local 118 Savings Trust Account.
- 13.3 Employer R.R.S.P. Contribution: The Employer will pay to the IATSE Local 118 Savings Trust Account one and one half percent (1.5%) of gross wages for every hour worked by every Local 118 member for RRSP purposes.

ARTICLE 14 – DISCIPLINE

- 14.1 Employees shall have the right to have a representative of the Union present in any meeting with the Employer that may lead to discipline or termination.
- 14.2 The Employer shall have the right to refuse to hire, discipline or dismiss any Stage Employee for which the Employer has just cause.
- 14.3 Employees may exercise their right to pursue any disagreements that arise pertaining to discipline through the Grievance Procedure contained in the Agreement.
- 14.4 Any discipline or dismissal shall be effective as of the moment the Stage Employee is notified in writing by the Employer. The Employer shall notify the Union in writing within forty-eight (48) hours of such discipline or dismissal. Notification to the Stage Employee and the Union shall include the reason(s) for discipline or dismissal.

ARTICLE 15 – GRIEVANCE PROCEDURE

15.1 All differences between the Union and the Employer and any Stage Employee bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof including any question as to whether any matter is covered by this Article shall be finally and conclusively settled without stoppage of work by the following method:

Step 1: Every effort shall be made by the Stage Employee(s) and the Employer to resolve the issue verbally, Within fifteen (15) days of the event being brought to the attention of the other party. Either party shall have the right to have a Union Steward or representative present at such a discussion.

Step 2: If the issue cannot be resolved verbally, then either party may formally register the difference or complaint in writing within fifteen (15) business days of the incident giving rise to the complaint. The Union shall present its complaint to the Employer's senior management official and the Employer shall present its complaint to the Union's President.

Step 3: If no settlement is reached, a Union representative and a senior management official shall meet as soon as possible to try and resolve the matter.

Step 4: If agreement cannot be reached within ten (10) working days after the first meeting described in Step 3, the grievance shall be referred to the Labour Relations Board Mediation Division to try and resolve the issue. The costs of and incidental to the settlement of any differences shall be borne equally by the Union and the Employer.

Step 5: If agreement cannot be reached within thirty (30) working days after the first meeting described in Step 4, the grievance shall be referred to a single arbitrator to be selected by both parties, whose decision shall be final and binding on all persons bound by this Agreement. If the Union and senior management officials of the Employer cannot agree on a single arbitrator within five (5) days, either party may request the Labour Relations Board to appoint such a single arbitrator. The costs of and incidental to the settlement of any differences shall be borne equally by the Union and the Employer.

15.2 The time limits in Article ~~13~~ ^{15 AL AL} may be extended by mutual agreement.

15.3 The parties agree that each of them shall make bona fide efforts to resolve any disputes arising between them by amicable negotiations and provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate those discussions.

ARTICLE 16 – TRAINING TIME

16.1 Any Stage Employee conducting training on behalf of the Employer shall be paid in accordance with this agreement.

ARTICLE 17 – SCHEDULES

17.1 It is agreed between the Employer and the Union that all Schedules annexed hereto are an integral part of this Agreement.

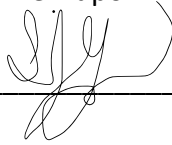
ARTICLE 18 – SAVINGS CLAUSE

18.1 If any portion of this Agreement shall by Provincial, Federal or other law, or by decision of any court be declared or held illegal, void or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect.

ARTICLE 19 – SIGNATORIES

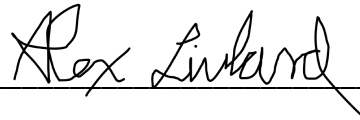
IN WITNESS WHEREOF the Parties hereto have affixed their hands through their respective officers on this 24th day of November 20 21.

For Boca Del Lupo



**Sherry J Yoon,
Artistic Director**

For I.A.T.S.E. Local 118



Alex Livland - Financial Secretary-Treasurer

Schedule A - Wage Rates

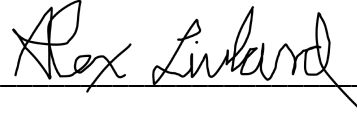
		Year 2	Year 3	Year 4
	On signing	January 1st, 2023	January 1st, 2024	January 1st, 2025
		2%	2%	2%
Technician	\$23.00	\$23.46	\$23.93	\$24.41
Supervising Technician	\$25.00	\$25.50	\$26.01	\$26.53

For Boca Del Lupo,



**Sherry J Yoon,
Artistic Director**

For I.A.T.S.E. Local 118,



Alex Livland - Financial Secretary-Treasurer

DATE: November 24th, 2021