

Memorandum of Agreement

Between

Vancouver Symphony Society

And

IATSE Local 118

Wages and COLA:

The parties have agreed to a 3% wage increase effective May 15th, 2023, and a 3% wage increase on the first day (July 1st) of years 2, 3, and 4 of the contract (in 2023, 2024, and 2025).

Article 26

Amend Article 26 to read:

“Article 26 - COLA

26.1 At the end of each contract year the wage increase for that contract year shall be compared to the increase in CPI for Vancouver (all items), as published by StatsCan at the end of June of that year (which is the May figure). If the latest CPI increase number for Vancouver published at the end of June (the May figure) is greater than the wage increase given at the beginning of that contract year, then that differential (to the nearest 1/10 of a percent) shall be the Cost-of-Living Adjustment (COLA). The COLA amount, if any, shall be added to the current wage rate to adjust the wages from that year, subject to Article 26.2. The addition of COLA will be effective as of the end of the last day of the contract year (June 30th). This adjustment applies to the wage rates for the year leading up to that last day, and shall in no way be construed as an increase for the subsequent year. Any COLA amount shall be applied on the last day of each contract year, before any new amounts are applied in a subsequent year. The rate increase applied on the first day of a new contract year (July 1st) shall be added to the wage rate in effect on June 30th, after the addition of any COLA for the previous year.

26.2 For this Agreement only, COLA shall be applied in the following manner:

- a) At the end of the last day of the first contract year (June 30th, 2023) the COLA shall be calculated as per Article 26.1, however any amount of adjustment due shall not be applied at that time, but instead be carried over to be added to the next year's COLA calculation.
- b) At the end of the last day of the second contract year (June 30th, 2024) the COLA shall be calculated as per Article 26.1. Any carried over COLA amount from Year 1 shall be added to this COLA. The Year 2 rate shall be adjusted upwards by that amount, with a limit of a 2% COLA increase over the 3% rate increase already added to remuneration at the beginning of that year. Any COLA amount over 2% shall be carried over to the next year's COLA calculation.
- c) At the end of the last day of the third contract year (June 30th, 2025), the COLA shall be calculated as per Article 26.1. Any carried over COLA amount from Year 2 shall be added to this COLA. The Year 3 rate shall be adjusted upwards by that amount, with a limit of a 2% COLA increase over the 3% rate increase already added to remuneration at the beginning of that year. Any COLA amount over 2% shall be carried over to the next year's COLA calculation.

- d) At the end of the fourth and final contract year (June 30th, 2026), the COLA shall be calculated as per Article 26.1. Any carried over COLA amount from Year 3 shall be added to this COLA. The Year 4 rate shall be adjusted upwards by that amount in full, without limit.

OTHER ISSUES:

Article 8

HOUSE KEEPING – Change “VSO Management” to “Employer:”

HOUSEKEEPING - In item (d): Replace “performance” with “Concert”

HOUSEKEEPING - Article 8 (f) – remove as duplicative of Article 10.2 (e)

Article 9

AMEND – Article 9 as follows:

Replace “...notifying the Union of cancellation prior to sixteen (16) hours before the time...”

With:

“...notifying the Union of cancellation prior to twenty-four (24) hours before the time...”

Article 10

HOUSEKEEPING: Keep 10.2 (c), but add last half of the last sentence of Article 10 and eliminate the rest of the last paragraph as duplicative. Add “minimum” to clarify that the call references unused time from minimum calls (e.g. being released 3.5 hours into a 4-hour minimum call means 0.5 hours remained, to be applied against travel time).

Article 10.2 (d) should now read: “If an Employee, at the call of the Employer, completes a period of duty in any day and is recalled to duty by the Employer on the same day after a break of two (2) hours or greater has elapsed since the completion of that period of duty, and as a result of such recall works a further period of time, the Employee shall be paid one (1) hour travel time at the applicable daily rate less that amount of time that remained in the minimum call from which the Employee was released and/or the minimum call to which the Employee returns.”

Article 11.3

AMEND – Article 11.3 as follows:

Article 11.3 (a) change to: “All time worked on a Public Holiday shall be paid for at double the straight time rate of pay. [END OF CLAUSE]”

Article 11.3 (a) change to: “When a Public Holiday falls on a Sunday the next day shall be paid as a Sunday, per article 11.1 (b).”

Article 11.3 (c) add new item: “xiii National Truth & Reconciliation Day” and re-order subsequent items in list

Article 19

AMEND – Article 19.1 to read as follows:

“The Employer will contribute and remit to the IATSE Local 118 Health and Welfare Trust Fund six and one-half percent (6.5%) of the Employee’s gross wages.”

Article 20

Article 20 (b) – Add the word “Technical” before Director

Article 20 (b) – Remove “or Designer”

Article 20 (b)

Change to Technical Director:

“...including, but not limited to, the Technical Director or Stage Manager.

Article 27.4

REPLACE Article 27.4 with: ASSISTANTS

The second person called in any department shall be called as an assistant, except as provided for in 27.1. They will be engaged for the “run of show” (per Article 6) if they are part of the show crew, having duties during the run. Otherwise, they may be called as assistant just for load-in, load-out, and/or any work calls outside of the run.

- a) The second person called in the Carpentry department may be called as Head Fly, in which case the third person for that department shall be called as an assistant.
- b) Additional people in the Video Department may be called as Camera Operators, Live Stream Operators, or Shading Operators in which case the first person called after the Camera Operators, Live Stream Operators, or Shading Operators shall be called as an assistant.
- c) Additional people in the Electrics Department may be called as Followspot Operators, in which case the first person called after the Followspot Operators shall be called as an assistant.
- d) For any new Special Operator positions that are created within a department, where that Special Operator position pays more than grip rate, the Special Operators may be called as additional crew before an Assistant is called, if no Assistant is required for them to carry out their duties.

Article 27.6

Recognize jurisdiction of Local 250 in the Interior:

“...but still within the jurisdiction of Local 118 (i.e. those portions of BC not covered by Local 168 (Vancouver Island) or Local 250 (BC Interior – past Hope, BC) the following...”

Article 27.6: Addition of parenthetical note: "...Metro Vancouver (defined as the municipalities listed as members on metrovancover.org)..."

Article 27.6 (c) – Update to refer to: "CRA Directive on Travel, Appendix B – Meals and Allowances" for the current year. For reference purposes only, current website is: <https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/travel-directive/appendix-b-meals-allowances-april-2022.html>.

For April 1, 2022 to March 31, 2023, the published rates are: Breakfast: \$21.90 / Lunch: \$ 22.15 / Dinner: \$ 54.40 / Incidentals: \$17.50. Higher rates apply for Yukon, Alaska, Northwest Territories, or Nunavut. Amounts in US\$ for US locations.

Article 27.6 (d) – update to refer to same amounts for daily total. For 2022: \$ 115.95

Article 27.7

Article 27.7: Replace: "...shall include 1 hammer... and 1 pair of pliers." With: "...shall include a multi-tool, a c-wrench, and if it is a scenic carpentry or steel call, a hammer."

Appendix A

Change Workplace Harassment Policy with new verbiage as outlined in the document submitted by the VSO, to be in line with the musicians and other employees, with the following edits:

Housekeeping - remove references to musicians. E.G.: Article 1.2, first paragraph – remove musician references and replace with stagehand relevant references.

Also, Article 2.6 and 2.9: last sentence needs to refer to "...is a person working under the collective bargaining agreement." rather than "...is a member of the Union."

Article 2.20 last line should simply refer to Article 21. (b) of the CBA

Revise Article 2.13 where it says "The Employer will appoint a third-party investigator to investigate every written complaint" to reflect the verbiage of the new Workplace Harassment Policy which says "The Employer will appoint a person or persons to investigate every written complaint. The investigation may be undertaken by Respectful Workplace Officers or a third party."

Appendix B {of the Main Contract}

REVISED AS FOLLOWS:

"VSS and IATSE Local 118 agree that VSS may create a permanent Head Props position, working under the VSS-IATSE 118 contract.

1. The duties of the Head Props person will be those as have been traditionally understood for that position.
2. The position will be guaranteed a minimum of 36 working weeks within the 39-week regular season.
3. The position will be guaranteed a minimum of 37.5 hours per working week.

4. Additionally, the position will be guaranteed first right of refusal for working weeks in the Summer. They will be notified of the Summer schedule in writing no later than March 1st prior to the Summer Season, and shall have fifteen (15) days to provide a written response accepting or refusing the work. Failure to notify the Employer within fifteen (15) days of notification shall be considered refusal of the work. Email shall constitute a valid means of written notification and response for either party.
5. Anyone assuming the position for the first time shall have a three (3) month probationary period, within which the Employer may assess the performance, and if they find issue with skills or comporment may elect to appoint a new person to the position.
6. Should the Head Props person wish to end their engagement in the position, they shall give at least thirty (30) days written notice to allow the Employer to make alternate plans
7. Should the Employer wish to terminate the person holding the Head Props position for cause, they shall follow the procedure outlined in the current collective agreement.
8. Although the position is intended to be permanent, the Employer or the Union may reassess the position at the mid-point of the 2023-2024 season, and if at that time they wish to discontinue the position they may do so upon written notice to the other party, such notice to be given no later than January 1st, 2024. Should the Employer exercise this option at the mid-point of the 2023-2024 season they shall pay out to the person holding the position three (3) weeks' pay as severance.
 - a. After that date, the Employer shall only eliminate the position due to exceptional circumstances (e.g. a dire financial crisis that threatens the existence of the Employer), upon giving a minimum ninety (90) days' notice to the Union. Should the position be so eliminated the current holder of the position shall receive severance as follows:
 - i. one (1) week's pay (calculated as 37.5 hours at the current rate), AND
 - ii. after twelve (12) months of service, an additional one (1) week's pay, AND
 - iii. after three (3) years' service, an additional one (1) week's pay, AND
 - iv. for every additional year of service beyond 3, an additional one (1) week's pay, to a maximum of eight (8) weeks
9. For the purposes of calculating the above period of service, any breaks in the summer shall not be considered a break in service. As an example, employment from January 2024 to January 2025 would count as one full year of service for calculating the period of service, regardless of a summer break.
10. The person holding the Head Props position may request to be excused from work, without pay, upon providing at least four (4) weeks written notice, Employer approval not to be unreasonably withheld. Requests for leave shall not exceed three (3) weeks total for a given season.
11. The person holding the Head Props position may take unpaid sick leave as necessary, and such sick leave shall not count towards the three (3) week leave total as specified above. A doctor's note is required for any sick leave resulting in an absence of more than three (3) consecutive days.

12. Upon request by the Union, the Head Props person may be allowed absence from work without pay, not to exceed 75 hours per season and not to be taken more than one consecutive day at a time, where required in connection with:
 - a. The handling of a grievance
 - b. Negotiation meetings
 - c. Other business of the Local
13. All requests and authorizations for leave shall be in writing for the above items, with two weeks' notice where possible. Requests shall not be unreasonably denied by the Employer.
14. Should the Head Props person be unavailable due to leave of absence or sick leave, the position shall be filled from the casual list according to skills and seniority, as has been the past practice. If the Head Props person is sick, or expected to be absent, for more than 4 weeks the employer can hire an interim person for the position under the terms specified in this letter. It shall be the Employer's responsibility to ensure adequate training in details specific to their required duties such that an adequate pool of people are available to fill in for any absences.
15. The Employer shall provide to the Union a written job description and a job posting for distribution to its membership. Upon appropriate review, the Employer shall hire an eligible member of the Union who they feel is the best qualified.
16. Hiring shall be on an equal opportunity basis, with no discrimination on the basis of gender, race, religion, sexual orientation, or any other grounds not permitted under BC Labor Law.
17. The Head Props person shall be paid eight (8) hours at straight time rate for any Public Holiday (as listed in Article 11.3 (c)) that falls within one week before their seasonal engagement through to one week after their engagement. Their engagement shall be deemed to include any summer season weeks if they elect to take that work.

In addition, the Head Props person shall be paid at one and one-half (1.5) times their straight time rate for the first 8 hours worked on the Public Holiday, and two (2) times their straight time rate for any hours worked beyond 8 hours. Should the Head Props person work on a Holiday as "additional work" outside their engagement, they shall be paid 8 hours for the Holiday, plus one and one-half (1.5) times their straight time rate for the first 8 hours worked on the Public Holiday, and two (2) times their straight time rate for any hours worked beyond 8 hours.
18. The Head Props person shall be eligible for five (5) paid days of sick leave. Should a Provincial Authority increase the minimum number of paid sick days to more than five (5), this eligibility shall be increased accordingly. Such sick days shall not count against the Head Props person's unpaid sick leave or unpaid leave provisions in Articles 10 or 11.
19. The Employer and the Union stipulate that the Employer may require the holder of the position to have a valid driver's license and to do production related driving, including pick-up and delivery of production gear.
20. The Employer and the Union stipulate that the Head Props person may be asked to do pre-production planning.
21. It is agreed that the parties may mutually agree to revise, add, or delete any provision(s) of this Agreement during its term.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by affixing their signatures hereto this 3rd Day of August, 2023.

Signed on behalf of:
Vancouver Symphony Society

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



Signature

Angela Elster

Name

President & CEO

Title



Signature



Name



Title

MOA Appendix A: Schedule 'A' – Rate Sheet for July 1, 2022 to June 30th, 2026

Rates for Years 3 and 4 do not reflect any potential COLA, and will be adjusted accordingly (final COLA settlement to be applied 6/30/2026, prior to next contract).

	July 1st 2022	On Agreement May 15 th , 2023	July 1st 2023	July 1st 2024	July 1st 2025
	Post '21-'22 COLA	+3%	+3%	+3%	+3%
		<i>COLA carried over to 2024</i>	<i>Rates may increase up to another 2% higher with COLA to be applied 6/30/24</i>	<i>Rates may increase up to another 2% higher with COLA to be applied 6/30/25</i>	<i>All carried over COLA, plus COLA for the year, to be applied 6/30/2026</i>
Position					
Stage Carpenter	\$ 41.36	\$ 42.60	\$ 43.88	\$ 45.20	\$ 46.56
Head Electrician	\$ 39.17	\$ 40.35	\$ 41.56	\$ 42.81	\$ 44.09
Head Fly Operator	\$ 39.17	\$ 40.35	\$ 41.56	\$ 42.81	\$ 44.09
Head Properties	\$ 39.17	\$ 40.35	\$ 41.56	\$ 42.81	\$ 44.09
Head Sound	\$ 39.17	\$ 40.35	\$ 41.56	\$ 42.81	\$ 44.09
Head Video	\$ 39.17	\$ 40.35	\$ 41.56	\$ 42.81	\$ 44.09
Head Wardrobe	\$ 39.17	\$ 40.35	\$ 41.56	\$ 42.81	\$ 44.09
Projectionist (Video/Film)	\$ 39.17	\$ 40.35	\$ 41.56	\$ 42.81	\$ 44.09
Camera Operator	\$ 39.17	\$ 40.35	\$ 41.56	\$ 42.81	\$ 44.09
Livestream Operator	\$ 39.17	\$ 40.35	\$ 41.56	\$ 42.81	\$ 44.09
Shading Operator	\$ 39.17	\$ 40.35	\$ 41.56	\$ 42.81	\$ 44.09
Spot Operator	\$ 36.44	\$ 37.53	\$ 38.66	\$ 39.82	\$ 41.01
Special Operator	\$ 36.44	\$ 37.53	\$ 38.66	\$ 39.82	\$ 41.01
Assistant Carpenter	\$ 35.88	\$ 36.96	\$ 38.07	\$ 39.21	\$ 40.39
Assistant Electrician	\$ 35.88	\$ 36.96	\$ 38.07	\$ 39.21	\$ 40.39
Assistant Fly Operator	\$ 35.88	\$ 36.96	\$ 38.07	\$ 39.21	\$ 40.39
Assistant Properties	\$ 35.88	\$ 36.96	\$ 38.07	\$ 39.21	\$ 40.39
Assistant Sound	\$ 35.88	\$ 36.96	\$ 38.07	\$ 39.21	\$ 40.39
Assistant Video	\$ 35.88	\$ 36.96	\$ 38.07	\$ 39.21	\$ 40.39
Ground Rigger	\$ 35.88	\$ 36.96	\$ 38.07	\$ 39.21	\$ 40.39
Grips	\$ 33.95	\$ 34.97	\$ 36.02	\$ 37.10	\$ 38.21
Dresser	\$ 33.95	\$ 34.97	\$ 36.02	\$ 37.10	\$ 38.21
Loader (Car/Truck)	\$ 40.73	\$ 41.95	\$ 43.21	\$ 44.51	\$ 45.85
High Rigger	\$ 52.99	\$ 54.58	\$ 56.22	\$ 57.91	\$ 59.65