

MEMORANDUM OF SETTLEMENT

THIS MEMORANDUM OF SETTLEMENT IS ENTERED INTO THIS 27TH DAY OF JULY, 2017 BY THE APPOINTED BARGAINING REPRESENTATIVES OF THE GREATER VICTORIA LABOUR RELATIONS ASSOCIATION ON BEHALF OF THE ROYAL & MCPHERSON THEATRES SOCIETY AND THE BARGAINING REPRESENTATIVES OF THE INTERNATIONAL ALLIANCE OF THEATRICAL EMPLOYEES, LOCAL 168.

THE PARTIES HERETO AGREE TO PRESENT THE FOLLOWING TO THEIR RESPECTIVE MEMBERSHIPS AND PRINCIPALS WITH A RECOMMENDATION FOR RATIFICATION OF THE FOLLOWING TERMS AND CONDITIONS TO RENEW THE EXISTING COLLECTIVE AGREEMENT.

1. PREVIOUS CONDITIONS

All of the terms and conditions of the Collective Agreement commencing January 1, 2014 and expiring December 31, 2016 shall continue to apply except as specifically varied below.

2. EFFECTIVE DATE OF CHANGES

All amendments to the revised Collective Agreement shall come into effect the first day of the month following the date of ratification by both Parties unless specified otherwise within.

3. TERM OF AGREEMENT

The Parties agree that the term shall be revised to provide for a three (3) year Collective Agreement commencing January 1, 2017 up to and including December 31, 2019.

4. GENERAL WAGE INCREASES

A general wage increase shall be applied to existing wages schedules as follows and effective:

- January 1, 2017 - one and one-half percent 1½%
- January 1, 2018 - one and three-quarters percent 1¾%
- January 1, 2019 - two percent 2%

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5. OTHER MATTERS AGREED BETWEEN THE PARTIES DURING BARGAINING OF THIS COLLECTIVE AGREEMENT:

ARTICLE 2 - UNION RECOGNITION

2.02 ~~The following positions of:~~

- ~~_____ Executive Director~~
- ~~_____ Technical Director~~
- ~~_____ Manager of Client Services~~
- ~~_____ Finance Manager~~
- ~~_____ Box Office Manager~~
- ~~_____ Front of House and Building/Facility Services Manager~~
- ~~_____ Systems Administrator~~
- ~~_____ Accountant~~
- ~~_____ Financial Assistant~~
- ~~_____ Administrative Assistant~~

~~are excluded from the bargaining unit and~~ **Excluded staff** may not perform bargaining unit work, except:

- (a) For the purposes of instruction;
- (b) In cases of unforeseen staff shortages;
- (c) In response to emergency, security or safety.

3.07 Stewards; 6.06 Casual Stage Employees; 17.04; 17.05 and 17.06

Replace the term 'Business Agent' with '**Union Dispatcher**' in the above listed clauses.

ARTICLE 7 - SCHEDULING

7.03 ~~Under~~ **In the event of a** last minute emergency or serious medical situations, no employee shall be required to find their own replacement.

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ARTICLE 9 - SENIORITY

9.06 The Employer will provide the Union an up to date seniority list annually as of August 1st of each year for bargaining unit employees, other than casual stage employees. The seniority list will include the following information:

- (a) Employee name
- (b) Job title
- (c) Full or part-time status
- (d) Seniority

ARTICLE 13 – BENEFIT PLAN

13.04 The Employer shall contribute one hundred percent (100%) of the monthly premium for single rates for the following benefits:

- Medical Services Plan of BC
- Extended Health
- Dental; and
- Basic Life Insurance

For regular employees requesting additional coverage for spouses and/or dependents the Employer shall pay eighty percent (80%) of the monthly premium costs for where the employee agrees to pay the remaining twenty percent (20%) through monthly payroll deductions.

ARTICLE 14 – HOURS OF WORK

14.04 Reporting Pay

- (a) current language
- (b) current language
- (c) current language
- (d) **copies of the record of time worked as completed by the Crew Chief and Front of House Supervisor will be forwarded to the Secretary-Treasurer via email.**

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ARTICLE 17 - CALLING PROCEDURES FOR CASUAL STAGE EMPLOYEES

17.03 A call to perform work prior to a performance ~~as well as during the performance~~, shall commence at least sixty (60) minutes prior to the scheduled commencement time of the performance. **Where the Employer schedules a paid meal break prior to a performance, employees will return one-half hour prior to the commencement of the performance.**

17.06 The Union's Business Agent shall dispatch fully qualified members in accordance with the Employer's requirements. Prior to dispatching members, the Union shall provide to the Employer a copy of the member's resume **upon request**.

17.14 The following basic crewing requirements shall apply:

- (c) For productions with a history to date of calling an Assistant Sound for the purposes of setting up, operating, and removing video equipment, that position will now be called as Head of Video.
 - ~~A Head of Video is not required to operate R.M.T.S house video equipment in any capacity.~~
 - A Head of Video is not required to operate a projector and screen used for a PowerPoint **(or a similar software technology)** presentation onstage or offstage.
 - These duties shall remain with the Head of Sound ~~or Assistant Sound~~.

Remainder of clause contract language

ARTICLE 18 – OVERTIME

18.01 Employees other than casual stage and Assistant Technical Director employees:

- (a) Employees shall be paid at a rate of one and one half times (x1.5) the employee's regular hourly rate of pay for:
 - (i) all time worked over the employee's regular hours of work;
 - (ii) all time worked over the employee's regular weekly hours.
- (b) Employees shall be paid at a rate of two times (x2) the employee's regular hourly rate of pay for:

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- (i) all hours worked in excess of eleven (11) hours in any day;
- (ii) ~~Commencing January 1, 2013~~ a Janitor who has completed six (6) consecutive days of work, and is assigned work without a day of rest, the seventh (7th) day at work shall be at double time (x2).

18.02 Casual Stage Employees

- (c) In the event a Casual Stage employee has completed seven (7) consecutive days of work ~~in a calendar week~~ **in the same position** on the same production, ~~the Employer shall determine which day overtime premiums apply~~ overtime rates will apply on the seventh day as follows:
 - (i) **time and a half (x1.5) for all hours worked up to forty (40) hours of straight time within the seven (7) day period.**
 - (ii) **double time (x2) for all hours worked in excess of forty (40) straight time hours within the seven (7) day period.**

ARTICLE 19 – ANNUAL VACATION AND VACATION PAY

19.05 Continuous Service

- (b) After a break in service as per 19.05(a) above, casual stage employees with a minimum of five (5) years of continuous service, may, at management's discretion, return to work at their previous level of service.

19.07 An employee shall not earn (accrue) vacation, sick leave and statutory holiday entitlements while absent from work for periods over thirty (30) calendar days.

ARTICLE 21 - SAFETY AND HEALTH

21.04 An employee having to cease work as a result of an injury covered by the ~~Workers' Compensation Act~~ **WorkSafe BC** shall be paid at the applicable straight time rate up to the end of the scheduled work day for which the employee was called.

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ARTICLE 23 - LEAVE OF ABSENCE

23.01 Maternity, Parental and Adoption Leave

Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave. In the event the birth mother dies or is totally disabled, an employee who is the ~~father~~ **other parent** of the child shall be entitled to both maternity and parental leave without pay.

Birth Father, Other Parent

An employee who is the ~~birth father~~ **other parent** shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

Adoptive Parent

An employee who is the ~~adoptive mother or the adoptive father~~ **parent** shall be entitled to up to seventeen (17) consecutive weeks of adoption leave without pay.

In addition, an employee who is the ~~adoptive mother or the adoptive father~~ **parent** shall be entitled to up to thirty-seven (37) weeks of parental leave. An employee shall take the parental leave within fifty-two (52) weeks of the date the child comes within the care and custody of the employee. Leave under this Article shall not exceed fifty-two (52) weeks.

The Parties agree to amend the leave times set out in this clause subject to the implementation of new legislation.

Extensions - Special Circumstances

An employee shall be entitled to extend maternity leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth or because the child suffers medical complications. **An extension under this section shall be no longer than 6 months in duration.**

Remainder of the Article: no change to current Contract language

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ARTICLE 26 - ARBITRATION

26.02 If the Employer and the Union fail to agree on the name of an arbitrator within ten (10) working days, either party may request the ~~Minister of Labour~~ **Collective Agreement Arbitration Bureau (CAAB)** to appoint a single arbitrator or use such other process as may be mutually agreed between the Employer and the Union.

ARTICLE 33 – FRONT OF HOUSE UNIFORMS

33.01 All existing Front of House employees, and new employees at the time of hire, shall receive a uniform consisting of **a polo or golf-style shirt with the RMTS logo**, a white **dress** shirt, vest and tie. The Employer shall provide all items of clothing (uniform) and such uniform will remain the property of the Employer. Upon termination, an employee shall return the uniform to the Employer. Failure to do so will result in the employee being charged fifty dollars (\$50.00).

33.02 Front of House employees receiving a uniform according to this Article shall be paid a premium of thirty-five cents (\$0.35) per hour for cleaning and maintenance of such uniform.

33.03 All damage to uniforms issued by the Employer incurred in the course of an employee's duties shall be assumed by the Employer. Replacement uniforms will be provided as required by the Employer.

33.04 The parties further agree that Front of House employees are required to supply and adhere to the following "dress code":

- (a) black dress pants;
- (b) black socks; and
- (c) black **dress** closed-toe shoes.

33.05 All Employer issued uniform and personal items, as per clause 33.04, worn while on duty should be clean, neat and in good repair.

ARTICLE 40 – ~~BOX OFFICE AND~~ FRONT OF HOUSE EMPLOYEES

40.01 If work is to be done in the Front of House, the first person employed in the Front of House for each shift shall be paid the rate of Supervisor or have the Assistant FOH Manager present.

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APPENDIX 2 - JOURNEYPERSON'S TOOL KIT

No employee shall be required to supply any tools on the Employer's premises other than the basic hand tool kit specified below. The employee may supply, at their own discretion, additional tools.

If an employee chooses to supply tools other than the basic hand tool kit specified below, the Employer shall insure these tools for loss while on the Employer's premises. Such tools shall be registered with the Crew Chief.

Each employee as a condition of employment shall be required to provide a basic hand tool kit consisting of:

Carpenters & Flymen:

Claw Hammer
Tape Measure
Crescent Wrench with Safety Strap
Multi-bit Screw Driver (or equivalent screwdriver)
Pocket Flashlight
Work Gloves
Chalk
Pen or Pencil
Small Notebook

Electricians & Sound:

Tape Measure
Crescent Wrench with Safety Strap
Multi-bit Screw Driver (or equivalent screwdriver)
Pocket Flashlight
Work Gloves
Chalk
Pen or Pencil
Small Notebook

Properties:

Tape Measure
Pen or Pencil
Small Notebook
Pocket Flashlight

Wardrobe:

Tape Measure
Shears
Clippers

Front of House

Pen or Pencil
Small Notebook
Watch

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SCHEDULE "A" – WAGES and SALARIES

In addition to the general wage increase, the Parties agree to amend the base wage of the Assistant Front of House Manager by one dollar seventy-five cents (\$1.75) per hour effective July 1, 2017.

SCHEDULE "B" - STAFF CATEGORIES

All Staff Categories to remain current contract language, except as set out below:

Concessionaire: Supervises sales at the concession **when alcohol is not being served**. Performs duties as assigned and daily inventory count; stock product from master inventory; prepare product for sale and prepare paper work to record sales and reconcile sales to inventory.

Usher: Performs duties as assigned including ticket taking; zone safety functions; patron seating and management; coat check; ~~merchandising sales for licensees when assigned and~~ assists in concession and bar sales **when necessary and trained to do so**.

LETTER OF UNDERSTANDING #1 Position of Pyrotechnician

The Parties agree not to renew this letter.

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LETTER OF UNDERSTANDING **MCPHERSON PLAYHOUSE STAFFING**

This Letter of Understanding is attached to and forms part of the collective agreement and remains in full force and effect for the duration of the collective agreement.

The purpose of this Letter of Understanding is to increase the utilization of the McPherson Playhouse and generate hours of work for employees by allowing the Employer to provide minimum staff for productions at the McPherson Playhouse.

The parties agree that the Employer shall provide a minimum staff of department heads for productions that are presented by ~~local organizations (within the Capital Regional District) that are~~ registered non-profit entities **at the McPherson Playhouse.**

It is understood that a minimum staff shall include a Head Carpenter, Head Electrician, Head of Sound and if deemed by the Employer, Head of Flies. It is further understood the Employer shall designate the Crew Chief.

It is agreed that upon receipt of an application for use of the McPherson Playhouse, the Employer shall determine if a minimum staff is sufficient to carry out the production ensuring that all safety requirements be taken into consideration.

It is further agreed that when stage crew duties during productions at the McPherson Playhouse are of limited scope and scale, that notwithstanding Article 17, the Society may at the discretion of the Technical Director, elect not to employ certain heads of departments under the following circumstances:

1. For any production at the McPherson Playhouse which has no flying requirements other than setting the house soft goods and electrics in place and operating the main curtain, traveler and scrim during performances if required, the Society need not employ a Head of Flies for the set-up, run and strike of the production provided that:
 - a) All fly system operation is done by the Head Carpenter;
 - b) The fly system is used "as is", with house soft goods and electrics in the standard configuration;
 - c) Line sets are set only on standard, predetermined trim marks;

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- d) No additions or changes to the standard fly configuration are made for the production;
 - e) The Head Carpenter's other responsibilities are not compromised;
 - f) All fly moves are properly spotted by a competent person.
2. For any production at the McPherson Playhouse for which the Head Carpenter is able to set up and operate all properties without assistance, the Society need not employ a Head of Properties for the set-up, run and strike of the production, provided that the Head Carpenter's other responsibilities are not compromised.
3. For other minimum production requirements as may be agreed to from time to time by the labour management committee.

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS MEMORANDUM OF SETTLEMENT TO BE EXECUTED THIS 27TH DAY OF JULY IN THE YEAR 2017, IN THE CITY OF VICTORIA, BRITISH COLUMBIA.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

"Paddy Bradley"

"George Scott"

EXECUTIVE DIRECTOR,
GVLRA

PRESIDENT,
IATSE LOCAL 168

"Lloyd Fitzsimons"

"Laurie Edmundson"

EXECUTIVE DIRECTOR,
ROYAL AND MCPHERSON
THEATRES SOCIETY

SECRETARY-TREASURER,
IATSE LOCAL 168