

**Memorandum of Agreement IATSE 118 – Arts Club Theatre Company - Aug 29th 2012**

Effective from: September 1, 2012 to August 31, 2016

This Memorandum of Agreement is entered into this 1st. day of September, 2012 between the bargaining representatives of I.A.T.S.E. Local 118, and the bargaining representatives of the The Arts Club of Vancouver Theatre Society, whereby both parties unanimously agree to recommend the following terms and conditions for a renewal collective agreement to their respective principals, containing all of the terms and conditions of the agreement which became due for renewal on August 31st, 2012, save and except as explicitly amended as follows:

13.4 Employees covered by this agreement shall be:

(a) Part-Time Regular positions shall include:

Head Scenic Artist	Wardrobe Maintenance
Wardrobe Assistant	Assistant Stage Carpenter
Building Maintenance	Revue Theatre Rental Technician
Head Rental Technician	Head Sound Technician
Second Properties	Stanley Head Stage Carpenter
Cutter	Head Dresser

16.8 (a) Employees temporarily transferred to a lower classification shall continue to receive their current rate of pay and benefits for the duration of such assignment.

(b) Regular Employees accepting a call for a lower classification shall receive the current rate of pay for that position for the duration of the call. The employee may refuse the call without prejudice.

17.4 ~~It is agreed that the practice detailed in (i) and (ii) is new and may present unforeseen difficulties. This practice shall proceed on a trial basis, at which time the parties shall meet to assess it and, by mutual agreement, either continue, amend or terminate it. The trial period should reflect 1 years calendar time from the signing of this document.~~

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

(d) Stage Management may perform bargaining unit work as follows:

(i) Maintain clause as existing for 12-13 season.

Starting Sept. 1, 2013 the current clause 23.6 (d) (i) will no longer apply for the Stanley Theatre and will be replaced with **The Stage Manager and/or Assistant Stage Manager in productions with a unit set may perform changes of hand props and furniture.**

Starting Sept. 1, 2015 the current clause 23.6 (d) (i) will no longer apply for the Granville Island Stage and will be replaced with **The Stage Manager and/or Assistant Stage Manager in productions with a unit set may perform changes of hand props and furniture.**

(ii) The Company may utilize Stage Management as backstage running crew solely at its Revue Stage. The Company shall not be required to hire one or more bargaining unit employees as backstage running crew at the Revue Stage before hiring Stage Management for backstage running crew.

ARTICLE 30 Salary Groups and Wage Scales

Group #1

Shop Dept. Heads (Head Scenic Carpenter, Head Properties, Head Wardrobe, Head Scenic Artist)

When a Shop Department Head is expected to supervise, instruct, or run a crew (of four or more, inclusive of that person) within a single department they will receive an additional \$1 pay per hour. For the purpose of this article Wardrobe Maintenance is working independently while performing costume maintenance.

Stage Dept. Heads (Stanley Head Stage Carpenter, Head Electrician, Head Rentals Tech., Head Sound, Head Dresser)

Group #5

Stanley Theatre Running & Fit-up/strike (Sound, Elex., Flyman, Stage Hand, Props, Wardrobe, Follow spot, Wigs);
NEW LINE Rental Technician; Revue Theatre Technician

Shop Assistants (Scenic Carpenters, Props builder/buyer)

Move Revue Theatre Technician to Group #2 starting Sept. 1, 2014

Group #6

Granville Island Stage & Revue Theatre Running & Fit-up/strike (Sound, Elex., Flyman, Stage Hand, Props, Wardrobe, Follow spot, Wigs, Asst. Rental Tech.)

Group	Sep. 1, 2011	Sep. 1, 2012	Sep. 1, 2013	Sept. 1, 2014	Sep. 1, 2015
increase	(current)	1.40%	1.00%	1.00%	1.00%
#1	25.24	25.59	25.85	26.11	26.37
#2	24.05	24.39	24.63	24.88	25.13
#3	21.38	21.68	21.90	22.12	22.34
#4	19.89	20.17	20.37	20.57	20.78
#5	21.97	22.28	22.50	22.73	22.96
#6	20.78	21.07	21.28	21.49	21.70
#7	21.38	21.68	21.90	22.12	22.34
#8	19.89	20.17	20.37	20.57	20.78

31.9 ~~During Technical Week, as defined in Article 3.5,~~ Running Crew may work a second period of five (5) continuous hours after an appropriate meal break without incurring meal premium.

33.1 Regular Employees in the Bargaining Unit except Head Electricians (Granville Island & Stanley Theatres), Head Sound, Head Rental Techs, Stanley Head Stage Carpenter, Head Dresser, Assistant Stage Carpenter, Revue Theatre Technician, Wardrobe Maintenance, ~~Scenic Artist~~, and Building Maintenance 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 total of fifty-eight (58) hours. Electricians, wardrobe maintenance, and building maintenance Employees may be scheduled to work on the sixth day at regular rates subject to overtime provisions. "Scenic Artist" is included in the current version but the position is "Head Scenic Artist"; we believe this was an omission with no intention to exclude that position from 2 days off. We suggest making the correction at this point as house-keeping and deleting it from this clause.

Suggested re-wording of this article: Regular Employees in the Production Shop except Wardrobe Maintenance 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 total of fifty-eight (58) hours. All other Employees may be scheduled to work on the sixth day at regular rates subject to overtime provisions.

37.3 (d) In the event Employees are assigned to work outside of the Greater Vancouver Regional District and at the Maple Ridge Arts Centre, time spent traveling from the original report point will be considered time worked.

37.5 Employees requiring overnight accommodation shall receive an accommodation and meal allowance per diem of One Hundred five dollars fifty cents (\$118.97). 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:

\$ 11.59	prior to 12:00 NOON
\$ 28.58	after 12:00 NOON
\$ 54.85	after 6:00 PM

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40.1 (e) Regular Employees with 25 years or more of service with the Company will receive one (1) additional week vacation per year

Appendix #1

**Arts Club Theatre & IATSE Local 118
Traveling Stage Employees' Contract / Averaging Agreement**

The Employee and the Union may agree to permit an Employee or Employees to work up to 12 hours in a day and an average of 40 hours in a week without overtime. This averaging agreement must meet the following conditions:

- (a) The agreement shall be in writing;
- (b) The agreement shall specify a start date and an end date for the work schedule;
- (c) The Employer and the Union shall sign the agreement before the start date;
- (d) The agreement shall specify the number of weeks in the schedule - 1, 2, 3 or 4 weeks;
- (e) The agreement shall specify the hours scheduled for each day covered by the agreement.
- (f) The agreement shall specify the number of times the agreement may be repeated.
- (g) The hours scheduled shall not average more than 40 per week over the period of the agreement.
- (h) The Union and the affected Employee(s) shall receive a copy of the agreement before the agreement takes effect.
- (i) This averaging agreements does not have to be filed with the Employment Standards Branch.

THE PRODUCER AGREES

1) To engage _____, as _____ (tour position) on _____ (name of the production) at a salary of _____ dollars per week (in no event less than \$975.60 for Heads of Dept. and \$891.20 for Assistants. 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 as follows:

- Heads of Dept. on tour will increase equivalent to Article 30 Group 2 hourly rate x 40 hours
- Assistants on tour will increase equivalent to Article 30 Group 5 hourly rate x 40 hours

2) When the employee is outside the Greater Vancouver Regional District, or is required to remain overnight, the Company 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 of \$118.97.

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

\$ 11.59	prior to 12:00 NOON
\$ 28.58	after 12:00 NOON
\$ 54.85	after 6:00 PM

This three page Memorandum of Agreement is subject to ratification by both parties and signed this 19 day of Sept., 2012.

For the Employer

Arts Club Theatre
Bm

For the Union

Mike Heenan
MIKE HEENAN / PRESIDENT

