

**DRAFT - Memorandum of Agreement**

*This Memorandum of Agreement between IATSE Local 118 and the Richmond Gateway Theatre Society constitutes final settlement of all outstanding collective 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 Agreement and the principals of Gateway Theatre. All parties signatory to this Memorandum agree to recommend to their respective principals, acceptance of all of the terms and conditions contained herein.*

1. Spelling and grammar corrections as agreed to by the parties.
2. Remove Article 2.02 and amend to gender neutral language throughout the agreement as required

**2.02 Gender**

~~Whenever the masculine gender is used, it shall be deemed to mean and include the feminine.~~

3. Amend Article 5.04(d) to read as follows;

**5.04 - Bargaining Unit Work**

- (d) Whenever any equipment, rented and / or leased by the Employer or a lessee is used by or in the Richmond Gateway Theatre, appropriate members of the Union will be employed for the set up, operation and take out of the equipment. However, in the case of equipment rentals and leases of one (1) day or less, the owner of such leased or rented equipment may set up and operate such equipment at their option.

4. Amend Article 5.04(g) to read as follows;

**5.04 - Bargaining Unit Work**

- (g) An Assistant Sound is required for productions when:
  - Greater than Four (4) wireless lavalier bodypack microphones are used
  - When lavalier microphones move between performers
  - When a second sound console is used

- When wired microphones are required to move on stage during a production and such moves cannot be accomplished by the head carpenter.

5. Amend Article 5.04 to add sub section (k) and (l) as follows;

#### 5.04 - Bargaining Unit Work

- k. While working on an event or production in Studio B, employees may be utilized to operate equipment in multiple departments and will be assigned the classification of "Studio B Technician"
- l. While working on an event or production outside of Mainstage or Studio B, employees may be utilized to operate equipment in multiple departments unless:
  - i. live sound reinforcement is required, in which case one employee will be assigned the classification of Head of Sound
  - ii. the use of a lighting console is required, in which case one employee will be assigned the classification of Head of Lighting

6. Amend Article 7.01 to add sub sections (g) and (h) as follows;

#### 7.01 - Calling Procedure

- g) If the Union is unable to supply sufficient qualified Employees for a specific call, the Employer may hire Employees elsewhere. Such persons shall register with the Union and shall be covered by this Agreement.
- h) Article 7.01g shall only apply under the following circumstances:
  - i) The Employer has provided a minimum of 30 days' notice to the beginning of the call and the Union has not filled the call within 14 days of the beginning of the call.
  - ii) The Employer has provided a minimum of 7 days' notice but less than 30 days notice to the beginning of the call and the Union has not filled the call within 72 hours of the beginning of the call.

- iii) The employer has requested and the Union has agreed that for a specific call the Employer may hire Employees elsewhere.

7. Amend Article 7.04b to read as follows;

**7.04 - Hiring Seasonal and Permanent Staff**

- b. A seasonal employee is a Department Head engaged in a specific position for mutually committed dates of work during an engagement period. These commitments will be confirmed in a letter of agreement between the Employer and Employee.
  - i. The seasonal employee's letter of agreement will list the date ranges within which there is a guaranteed minimum of five (5) days of work per week during the engagement period. The letter of agreement will also reference partial weeks which apply under 7.08(b).
  - ii. In the event that any of the dates of work are cancelled by the Employer, resulting in less than five (5) days of work per week, the Employer shall provide a minimum of four (4) weeks' notice. Should notice for cancelled dates be less than four (4) weeks, the following applies unless the hours are rescheduled by mutual agreement
    - a. the Employer shall compensate the affected Employees for each scheduled day of work cancelled within the following four (4) weeks
    - b. all compensation will be at the Employees' straight time rates
    - c. daily compensation will be four (4) hours pay for each cancelled day or four (4) hours pay for each cancelled performance, whichever is greater
    - d. cancellation of any committed dates shall not negate the remainder of the engagement under the seasonal letter of agreement referenced above
    - e. partial weeks under 7.08(b) will be prorated.

- iii. Seasonal employees may request leave from the dates in the letter of agreement, such request to be made in writing to the designated Employer's representative, no less than four (4) weeks from the first date of the requested leave, showing sufficient cause to warrant granting leave, and subject to Employer approval; such approval not to be unreasonably withheld.
- iv. Seasonal employees shall have first right of refusal for any additional work that becomes available within their department, and, the Employer will endeavor to utilize the seasonal employees for additional work outside their department, offering them first right of refusal for any work not already taken by another full-time or seasonal employee. A commitment to additional date(s) is required from the employee Fourteen (14) days prior to the date of work after which point leave may not be requested. Once agreed to, if the additional date(s) are cancelled, 7.03 applies.
- v. Following the end of the engagement period, when the Employer next wishes to hire a seasonal employee as described above, the Employee who last held that specific position will be given first right of refusal unless 7.04(b)vi is followed.
- vi. If the Employer does not wish to re-hire a seasonal employee, the Employer must inform the Employee and the Union in writing and notice or severance is required as follows
  - a. during the term of the engagement period, Twenty (20) working days notice, and severance pay equal to 1.9% of the Employee's earnings for each additional year of consecutive service as a Seasonal Employee.
  - b. if less than Twenty (20) working days remain during the term of the engagement period or if the engagement period has ended, severance pay is due equal to 3.8% of the Employee's earnings for the duration of the engagement period, plus 1.9% of the Employees earnings for each additional year of consecutive service as a Seasonal Employee.

8. Amend Article 7.07 to read as follows;

**7.07 - Departmentalization**

- a. Employees shall be employed in the categories of work for which they are called. Employees may be released from a call or may be re-assigned to other categories of work during a call by the Employer where the work available and schedule require such release or re-assignment.
- b. The Employer may:
  - i. increase the crew size after consultation with the applicable Department Head(s) where the work available requires such an increase.
  - ii. reduce the size of the crew on a call by the release of that person(s) designated by the Union, after consultation with the applicable Department Head(s).
  - iii. re-assign Employees on a call to other categories of work after consultation with the applicable Department Head(s).
  - iv. re-assign Employees on a call to other categories of work to provide assistance within a department or in other departments without consultation with the applicable Department Head(s) provided that such assistance is temporary and the applicable Department Head(s) is advised as soon as possible.
- c. While working on an event or production on the Mainstage, Employees must be designated to a single department for the entire setup, run and strike of the event or production.

9. Amend Article 8.01 to read as follows;

**8.01 Submission of Grievances and Replies**

Grievances and grievance replies may be sent by email ~~but will be followed by a hard copy via regular mail, by hand delivery or by courier.~~ Written replies and

notifications shall be deemed to be presented twenty four (24) hours after the email is sent.

10. Add an Article 16.09

16.09 Paid Sick Leave

Employees working under this agreement shall be entitled to paid sick leave as outlined in the Employment Standards Act (ESA) of British Columbia. Sick Leave, paid or unpaid, is excluded from "requested leave" as outlined in 7.04(b).

11. Amend article 15.04 (d) to read as follows;

**15.04 Dress Requirements**

- d. The Employer will provide an annual allowance for permanent and seasonal ~~full time~~ employees of \$100.00 ~~per season~~ for the purchase of appropriate clothing to be worn during dress rehearsal and performance and to upgrade personal tools used in carrying out assigned duties. The yearly allowance shall be paid to employees within 30 days of starting a seasonal contract or for permanent employees on the yearly anniversary of their date of hire.

8. Amend Article 13.02 to read

**13.02 Holiday Pay Rate**

The Employer shall pay to each Employee six point six seven percent (6.67%) ~~five (5)~~ of ~~their his~~ gross wages in lieu of Statutory Holiday entitlement.

9. Add article 11.02 a vii and 12.02 b v

**11.02 Overtime Rates**

a)

- vii. The first 12 hours worked on a Provincial statutory holiday in the case of employees who qualify for statutory Holiday pay under the BC Employment Standards Act.

b)

- v. All hours worked in excess of 12 hours on a Provincial statutory holiday in the case of Employees who qualify for Statutory Holiday pay under the BC Employment Standards Act.

10. Amend Schedule A as follows

### Schedule A

Classification	Year 1 July 1st, 2022	Year 2 July 1st, 2023	Year 3 July 1st 2024
%	6%	2.5%	2.5%
<b><u>Pay Grade 1</u></b> Head Scenic Artist	\$32.64	\$33.45	\$34.29
<b><u>Pay Grade 2</u></b> Head Scenic Carpenter Venue Technician <u>Studio B Technician</u> Seasonal or Permanent Head	\$30.40	\$31.16	\$31.94
<b><u>Pay Grade 3</u></b> Other Head	\$29.46	\$30.19	\$30.95
<b><u>Pay Grade 4</u></b> Scenic Artist Scenic Carpenter Other Assistants	\$27.84	\$28.53	\$29.24
<b><u>Pay Grade 5</u></b> Other Workers	\$26.98	\$27.65	\$28.34

11. Amend Article 190.1 to read as follows;

**19.01 Term**

This Agreement shall be effective from January 1st, 2022, to and including, December 31st, 2024, and shall remain in full force and effect without change each year thereafter unless written notice is server on either party by the other party, a minimum of ninety (90) days prior to the expiry date of the Agreement, to commence collective bargaining or to terminate the Agreement.

12. Attach Letter of Understanding #1 (LOU#1 Theatre workshopping ) to Collective Agreement

13. Attach Letter of Understanding #2 (LOU#2 Year 3 CPI Correction) to Collective Agreement

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by affixing their Signatures hereto this 30th day of August, 2022

Signed on behalf of:

The Employer

Careee C De Tibbs  
CTibbs Exec. Director

The Union

Alex Livland  
Alex Livland - Special Representative



Dated August 29th, 2022

**DRAFT**  
**Letter of Understanding # 1**  
**“Theatre workshopping”**

Between

Richmond Gateway Theatre Society

and

The International Alliance of Theatrical Stage Employees. Motion Picture Technicians,  
Artists and Allied Crafts of the United States, its Territories and Canada Local # 118

The Parties agree upon the Collective Agreement to which this letter is attached subject to the following understandings:

1. The Term of this Letter of Understanding shall be **January 1st, 2022** through **December 31st, 2024**, all dates inclusive.
2. Workshop under this Letter of Understanding shall not be subject to Article 7.07(c) of the Collective Agreement, so long as the terms of 3 (a) (i) are followed.
3. The Union and Gateway Theatre recognize that new theatrical works are increasingly developed in ways that require the integration of technical elements in a workshop setting. Therefore Gateway Theatre may undertake the following:
  - a. In case of a workshop in either Studio B or the Mainstage
    - i. A Minimum of one (1) Venue Technician may be utilized without the need for additional bargaining unit employees for a workshop as long as the technical requirements of the workshop are limited to the following:
      - General lighting wash
      - Sound levels from the stage – playback and no more than one wired microphone
      - No major scenic moves
      - No fly moves other than the main curtain being operated from stage level (Traveler)
      - Video playback is from artist/designer computer
      - only default masking is used
      - Default seating

Dated August 29th, 2022

- b. The workshopping artist(s) will not have access to Gateway technical equipment except for the sound equipment listed in 3 (a) (i) above.
- c. Aerial work such as ladder access, lighting refocus, projector focus is required to be performed by the Venue Technician.
- d. After the set-up of the workshop is completed, the necessity of the presence of the technician in the Mainstage or Studio B during the workshop will be determined by the Employer in consultation with the artist and the Employee. The Venue Technician may be asked to undertake other tasks in the building during the duration of the workshop.
- e. Should the technical scope of the workshop exceed that described in 3 (a) (i), the Employer will consult with the Union regarding additional staffing requirements. Both parties will endeavor to undertake the same cross-departmental approach in determining the number of Venue Technicians required, and the Employer will provide the Union with the crewing plan and scope of work for advance review.

Signed by the parties on this 30th day of August, 2022

For the Employer

C. Tibbo  
C Tibbo's Exec. Director

For the Union

Alex Livland

Alex Livland - Special Representative

Dated August 29th, 2022

**DRAFT**  
**Letter of Understanding # 2**  
**"Year 3 CPI Correction"**

Between

Richmond Gateway Theatre Society

and

The International Alliance of Theatrical Stage Employees Motion Picture Technicians,  
Artists and Allied Crafts of the United States, its Territories and Canada Local # 118

The Parties agree upon the Collective Agreement to which this letter is attached subject  
to the following understanding:

1. The Term of this Letter of Understanding shall be **January 1st, 2022** through  
**December 31st, 2024**, all dates inclusive.

Should the average Consumer Price Index (CPI) for Vancouver (all items), as published  
by Statistics Canada on its website in June prior to the end of wage scale year 2 ( July  
1st, 2023 - June 30th, 2024) indicate a rise in CPI of less than 2.5, then the wage increase  
in year 3 of the Collective Agreement beginning July 1st 2024 shall be reduced by an  
equal amount to the nearest tenth of a point. However the wage increase for year 3 of  
the agreement shall not be reduced by more than 0.5% ( no lower then 2%)

Signed by the parties on this 30th day of August, 2022

For the Employer

Camilla Tibbs

Camilla Tibbs

Executive Director

For the Union

Alex Livland

Alex Livland - Special Representative