

MEMORANDUM OF AGREEMENT

This Agreement made this ***9th day of July, 2024***

BETWEEN:

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING
PICTURES TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES
AND CANADA, LOCAL 129 HAMILTON, ONTARIO, CANADA

(Hereinafter referred to as the “Union”)

AND

Hamilton Scenic Specialty Inc

(Hereinafter referred to as the “**Company**”)

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SECTION 1: INTENT OF AGREEMENT

- 1.01** It is the intent of this Agreement to encourage and promote a friendly spirit of Cooperation between the Company and the Union and the employee of the bargaining unit and to this end, this Agreement is signed in good faith by both parties.

SECTION 2: RECOGNITION

- 2.01** The Company recognizes the Union as the sole and exclusive bargaining agent for employees of the Company engaged in theatrical set construction in the Regional Municipality of Hamilton Wentworth and the Regional Municipality of Halton, Ontario in the classifications of Head, Assistant Head, Carpenter, Assistant Carpenter, Scenic Carpenters, Scenic welders, scenic Electricians, Electrician, Mechanics, Welder, Wardrobe, Shop Apprentices, Truck Loaders and Labourers.
- 2.02** **Employees** shall not be discriminated against on the basis of race, creed, colour, age, sex, sexual orientation, marital status, parental status, nationality, ancestry, place of origin, **Union** membership, activity or political affiliation. There shall be equal pay for equal work.
- 2.03** The Company shall have only those employees who are supplied by the Union and who are members of the Union in good standing, or permit persons. All employees so hired shall as a condition of employment become and remain members in good standing while employed under this Agreement except for permit persons.
- 2.03.02** If a member is in arrears with dues the Union may instruct and the Company shall deduct the late dues from the Member at a rate of 2 % per week to an amount prescribed by the Union, not to exceed the yearly maximum.
- 2.04** It is recognized that in the event that the Union shall in any specific instance be unable to supply competently, qualified employees as required by the Company, the Company shall be at liberty to make such other arrangement for the occasion as it may deem advisable and neither the Union nor the Company shall be reason thereof, be considered in breach of this agreement.
- 2.05** The Company shall endeavor to give the Union 24 hours advance oral notice of all vacancies for positions covered under this Agreement. The Company shall interview all unknown applicants and consider for employment all suitably qualified personnel, recommended by the Union. However, the Company shall be under no obligation to employ Union recommended applicants deemed to be unsuitable and shall be free to hire Employees from any source whatsoever”
- 2.06** As a condition of employment any person hired by the Company in any position which falls under this Agreement, must be agreeable to taking up membership if so offered by the Union.

SECTION 3: UNION SECURITY

- 3.01** The **Company** will recognise Shop Stewards as elected by the members of the shop. As result of a vacancy, the Union may appoint an employee(s) to the position of Shop Steward until an election can take place. The Steward will have the complete co-operation of the **Company** in the reasonable performance of their duties to inspect all working conditions affecting the terms of the agreement.

The duties of the Shop Steward shall not unreasonably interfere with the ability of the Steward to perform their normal job functions.

- 3.02** Union Access to Premises - The Business Representative of the Union or his/her representative shall be admitted at all times into the area covered by this Agreement to supervise conditions coming under the jurisdiction of the Union with advance notice being given to the Company, and not to interfere with work in progress.
- 3.03** **When new Employees are hired who are not already members of the Union. The Employer will provide one paid half hour of time for the Employee to meet with a Union Representative for union orientation and on-boarding**

SECTION 4: MANAGEMENT

- 4.01** The Company has the exclusive right and power to operate and manage its business in all respects and without limiting the generality of the foregoing, to direct the working forces, to maintain order and efficiency on the premises, to hire, promote, transfer, demote, layoff, suspend, dismiss or otherwise discipline employees subject to the right of any employee or the Union to file a grievance in accordance with the provisions of this Agreement. "Transfer" is defined as moving from one project to another or from one of the Company's locations to another.
- 4.02** After 480 hours probationary period, during which an employee may be terminated for any reason satisfactory to the Company, an employee who is dismissed may grieve the dismissal as being without just cause.

SECTION 5: GRIEVANCE AND ARBITRATION PROCEDURE

5.01.1 Grievance Procedure

Any difference between the Company and the Union and/or employees covered under this Agreement arising from the interpretation, application, administration or alleged violation of this agreement shall be considered a grievance. If a grievance occurs, the following progressive system will apply.

- (1) the grievance shall be presented in writing to the grieved party, and within five (5) business days of receiving the grievance. A meeting shall be held between the two parties.
- (2) A written decision shall be presented to the grievant within five (5) business days following the meeting. These time limits shall exclude Saturdays, Sundays, and holidays and may be extended only by mutual agreement, in writing
- (3) When it is evident that a settlement is not forthcoming, then mediation maybe agreed to by both parties.
- (4) In the event that the grievance is not resolved at this point the matter shall be referred to a single arbitrator.

- 5.01.2** The Company agrees that, if the grievance has been made by the union, the Company's representative shall not discuss or negotiate with the aggrieved Union member without consent of the Union.

5.02 Mediation

Upon mutual consent, the Union and the Company may refer grievances to a mutually agreed upon mediator for the purposes of assisting the parties in resolving the grievances in an expeditious and informed manner. The cost of the mutually determined mediator shall be paid equally by the Union and the Company. By mutual consent, the parties may agree that the determination of the mediator is binding with or without precedent.

5.03 Arbitration, Ministry of Labour

In the event that the parties are unable to resolve the matter in ten (10) days after the grievance has been received and there is no agreement on mediation, the matter may be referred by either party to arbitration pursuant to the Labour Relations Act of Ontario or to the Ministry of Labour of Ontario.

SECTION 6: HOURS OF WORK

The regular week shall consist of five (5) consecutive days between Monday to Saturday, for an employee. Except as provided for in 6 (11) Sunday will always be a double time day. The regular workday shall consist of eight (8) hours. Other than the minimum four (4) hours guaranteed when an employee is called to work, there shall be no guarantee of hours per day or per week.

- (1) For hours worked in excess of eight (8) hours on a regular work day the rate shall be **one and a half** (1.5x) times the minimum hourly rate.
- (2) For hours worked in excess of twelve (12) hours on a regular work day the rate shall be 2 times the minimum hourly rate.
- (3) For the first eight (8) hours worked on the sixth day the rate shall be **one and a half** (1.5x) times the minimum hourly rate.
- (4) For hours worked in excess of eight (8) hours on the sixth day the rate shall be **two** 2 times the minimum hourly rate.
- (5) For all hours worked between the hours of 12:00 midnight and 6:00 a.m. the rate shall be a minimum of **two (2x)** times the regular rate of pay
- (6) Double Time Sunday shall not apply to workers provided by the Business Agent on a Daily basis All other overtime provisions will apply ((1) (2) (3) (4))
- (7) If work is scheduled on Sunday but not the sixth day it shall be considered the seventh day for overtime purposes. If an employee misses a day(s) of work due to personal reasons, the day or days shall not be counted as part of his/her regular work week and therefore the sixth and seventh day will first be used to complete his/her five day work week.
- (8) The company shall endeavour to give employees 3 days' notice prior to their regular shifts changing from days to night and back.
- (9) The company shall endeavor to ensure that employees do not miss a shift due to scheduling changes from night shift to day shift or vice versa
- (10) When a split shift is unavoidable each portion shall be a minimum 4 hour call. In each case the full 4 hours (or more if work is longer than 4 hours) shall be added together to create the workday for payroll purposes. Minimum call shall be four (4) hours. It is understood that any employee who turns down either half of a split shift can do so without penalty or reprisal.

SECTION 7: STATUTORY HOLIDAYS

7.01.1 The following days are recognized by the Company as paid statutory holidays and will be paid for at the employee's minimum hourly rate if the employee qualifies and does not work the holiday.

New Years Day	Good Friday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	Family Day

7.01.2 If an Employee requests to have a day off to celebrate a religious or cultural holiday that is not listed in Section 5.01 (including National Day for Truth and Reconciliation), the Employee shall be allowed such time off without pay and without jeopardizing their employment.

7.01.3 The terms of the Employment Standards Act, 2000, Part X, Public Holidays, as amended in Bill 148, Fair Workplaces, Better Jobs Act 2017, will apply where no other provisions are made under this Agreement and where no provision of this Agreement is contravened by the application of the Act. Statutory Holiday pay will be calculated by taking the total wages earned in the pay period immediately before the Statutory holiday and dividing by the number of days worked to a maximum of 8 hours. If an employee is on vacation or a leave of absence the pay period previous to their time off will be used. For new employees, having NOT worked in the pay period immediately before the holiday, the pay period including the holiday will be used for calculation.

7.02.1 For any employee who works a Statutory holiday, that employee shall be paid 1 ½ times their minimum rate of pay for the first 8 hours and 2 times their rate after 8 hours, in addition to the Statutory pay earned.

7.02.2 The statutory holiday shall be deemed to commence at **6:00 am** of the statutory holiday and terminate at **6:00 a.m.** the following day.

7.02.3 As set forth in this agreement overtime shall be defined as any hours worked beyond forty and compensated at straight time (ie regular rate) in one week. Premium time shall be defined as hours worked beyond eight (8) on any given day which are compensated 1 ½ or 2 times the hourly rate, including hours worked between midnight and 6:00 am, as per 6 (5). Only hours compensated at straight time will be accrued towards overtime. There shall be no pyramiding of premium and overtime compensation.

SECTION 8: BREAKS

8.01 A meal break of one-half (1/2) hour without pay shall be given to an employee after a minimum of four (4) hours worked and a maximum of six (6) hours worked. Any subsequent meal breaks shall be unpaid **half hour (½)** but the Company shall provide a hot meal (pizza, subs or similar) with beverage. There shall be two (2) fifteen minute breaks on workdays less than 10 hours and three (3) fifteen breaks on days that are scheduled to ten (10) hours or more. All breaks shall be scheduled by the Company.

8.02 There shall be a minimum of ten (10) hours rest period between the completion of a work call and the beginning of another call, unless the work day was sixteen (16) hours or longer in which case a rest period of twelve (12) hours shall be given. If an employee is asked to work prior to the

completion of the rest period, he/she shall be paid a rate equal to two (2) times the minimum hourly rate until the rest period would have been completed.

SECTION 9: RATES OF PAY

9.01A The minimum hourly rate for 2021 shall be:

	Current	2024 5%	2025 3%	2026 COLA
Head Rate	\$ 36.19	\$ 38.00	\$ 39.14	
Assistant Head	\$ 32.07	\$ 33.67	\$ 34.68	
Tradesman	\$ 31.17	\$ 32.73	\$ 33.71	
Crew	\$ 30.45	\$ 31.97	\$ 32.93	
Assistant Crew	\$ 27.95	\$ 29.35	\$ 30.23	
Truck Loader	\$ 23.84	\$ 25.03	\$ 25.78	
Shop Apprentice	\$ 23.84	\$ 25.03	\$ 25.78	
Labourer	\$ 21.40	\$ 22.47	\$ 23.14	

2026

For the year commencing **July 1st, 2026** there shall be an increase in the basic wages to the greater of one percent (**2%**) per year or the Cost of Living as defined by Stats Canada for Toronto based on the yearly average for the prior December - December of each year to a maximum of **3%**.

9.01.1 An employee who works various jobs during a shift, shall be paid the higher rate of pay for that shift.

9.02 Payment for work performed shall be paid on Friday for the work performed the previous workweek. The pay period will run from Monday to Sunday.

SECTION 10: BENEFITS AND DEDUCTIONS

10.01 The Company shall pay in addition the minimum hourly rate:

- (1) the Company's share of EI and CPP
- (2) all workers' compensation premiums;
- (3) Vacation Pay
- (4) Health Benefit premium as per Section 13
- (5) earnings shall be defined as hourly pay, overtime, and statutory holidays.
- (6) **RRSP contributions as per Section**

10.02 The Company shall deduct from each employee:

- (1) the employee's share of EI and CPP and remit those monies to the government on behalf of the employee.
- (2) Union dues in the amount prescribed by the union.
- (3) **RRSP contributions as per Section 11**

10.03 Personal Equipment Allowance

All employees who have made (\$30,000) or more in the previous calendar year and are still employees of HSS will be reimbursed up to **\$150** per year for **personal equipment required to**

do their work at the shop. Unused amounts may be carried forward to the next year for a maximum of \$300 per year.. Receipts must be presented within the calendar year for which they are dated and the employee is eligible.

SECTION 11: UNION PENSION FUND

- 11.01** The company shall contribute to the Union Pension Fund each week an amount equivalent to five (5) percent of a member's weekly earning and shall deduct 5% from each member's weekly earnings to match the Company's contribution. Permittees are not subject to the 5 % Company contribution
- 11.02** Deductions, together with contributions shall be remitted monthly by cheque payable to the Union Pension Fund, with a breakdown of contributions per member, and sent to the Trustee of the Fund by the Union.

SECTION 12: VACATION PAY

- 12.01** Vacation pay shall be a minimum **seven (7%)** percent of all wages and paid with those wages weekly. Vacation pay will increase with time served. Vacation pay shall be paid to each employee on top of wages. Vacation pay shall increase with time served with the Company as follows:

1 – 7000 hours	7 %
7,000 + hours	9%

Unpaid Vacation time is available upon consultation and approval by the company. No request shall be unreasonably denied.

If an employee quits the Company during employment, their seniority and time served shall be set back to 0. The calculation of these hours will start as of January 1, 2002. If an employee has less than 100 hours in the preceeding 12 months at any time their hours start a 0. This will be adjusted monthly. Employees may be allowed to schedule 3 consecutive weeks of vacation provided the give 2 months notice of the vacation. Management shall not unreasonably deny vacations requests

SECTION 13: HEALTH PLAN

- 13.01** The Company will contribute an amount equal to **4.5 %** of each member's wages to the plan. Permits will not be entitled to this benefit. The remittance period shall be monthly and correspond with Dues and RRSP remittances.

SECTION 14: GOVERNMENT LEGISLATED LEAVES OF ABSENCE

Employees shall be entitled to the leaves contemplated by the Employment Standards Act, 2000 as amended from time to time."

SECTION 15: BEREAVEMENT LEAVE

- 15.01** All employees will be entitled to Bereavement leave as laid out in 15.02 and 15.03
- 15.02** Regular employees (defined as having worked 1700 hours or more in the previous 12 month's. shall be allowed up to three (3) working days leave per incident with up to 5 days per calendar year with

pay in the event of a death in the immediate family. Member of the immediate family shall be defined as: **Partner**/Spouse, Children, **Sibling**, **Parent-in-Law** Grandparents, fiancé, former guardian, ward, or any other relative who has been residing in the same household.

15.03 All other employees will be allowed 3 days off without pay per occurrence. They will also be entitled to a maximum of 3 days paid per year at a rate based on 2% of the previous 12 month's earnings.

15.04 Bereavement days are available to employees in addition to any leave that may be provided for in provincial labour codes.

SECTION 16 PAID TIME OFF

16.01 Effective immediately, any employee who has accumulated 500 employment hours up to and including 2021 will be entitled to 1 paid day (8 hrs) off. Eligible time off will then be accrued at a rate of one day (8 hours) PTO per 500 hours worked up to a maximum of 3 days (24 hours) of PTO. PTO shall be paid in 8 hour increments at straight time. These hours are not prorated.

A PTO day is not considered income earned by the employee and shall not be paid out should the employee be laid-off or dismissed. Employees who have been laid off for more than 21 consecutive days shall not carry forward eligible PTO accrued prior to their dismissal.

In the event that government mandated sick days become available, they shall not pyramid the PTO herein, and the greater of the two shall prevail.

SECTION 17: SAFETY AND HEALTH

17.01 It is agreed that the workplace shall be a healthful and safe environment. In that context it is the responsibility of the Company to furnish a place of employment which is healthful and safe for the Employees: to furnish and use safety devices and safeguards, to use practices, means, methods, operations and processes which are reasonably adequate to protect the workers in the workplace so as to be healthful and safe and to do everything reasonably necessary to protect the life, safety, and health of all Employees. The Company will make every reasonable effort to not allow any Employee in any place of employment, which is not healthful and safe. Neither the Company nor the Employees will remove, displace, damage, destroy or carry off any safety device, safeguard, or notice of warning furnished for use in any employment or place of employment. No person shall interfere with the use of any method or process for the protection of any Employee, including oneself, in the employment or place of employment of the Company.

17.02 The Company will strictly adhere to and conform to all rules, guidelines and/or regulations contained in the City, Provincial and Federal statutes, acts, and regulations.

17.03 As not all regulations can comprehensively cover all situations that occur, the Company and Union will work together to promote prevention of accidents. There shall be a joint health and safety committee, which will include at least one (1) representative from management and not less than two (2) representatives from the Unionized Employees. The Health and Safety Coordinator shall work with this Committee to ensure that all rules, guidelines, and regulations are being adhered to and do safety inspections of the work site. **ER Agrees July 8**

17.04 The Union agrees to endorse the Company's safety policy as developed by the Joint Health and Safety Committee.

- 17.05 The employer agrees to maintain and enforce a Workplace Harassment Policy. Changes to this policy, from time to time, by the Joint Health and Safety will be submitted to the Union's Business Agent for joint Consultation. Similarly, changes submitted by the Union will be considered by the JHSC.
- 17.06 The Company will undertake all reasonable Health and Safety precautionary measures and adequate notice will be given to the employee(s) affected that such measures have been properly implemented.
- 17.07 Health and Safety measures, including but not limited to, harassment and impairment/fit for duty will be dealt with in accordance with the company's Harassment Prevention Policy and Impairment in the Workplace Policy. Each Employee will be supplied with a copy of the current Policy on their first day of employment. The Employer will consult with the Union regarding any change to the current policy.
- 17.08 An Employee, in accordance with the Ontario Occupational Health and Safety Act, has the right to refuse to carry out any work if, based on reasonable and probable grounds, they believe that there exists an imminent danger to their health or safety or the health and safety of another worker present at the worksite. By so doing, the Employee will NOT be discriminated against with respect to present and future opportunities and/or assignments with the company.
- 17.09 When an Employee is unable to complete a shift because of an incapacitating injury sustained during the normal course of work, the injured Employee will be paid for the entire shift of work, in which the injury occurred, at the applicable rate. All time spent in travel to and from the hospital and time spent in the hospital will be time worked. Not less than a minimum of eight (8) hours at the applicable rate will be paid for each occurrence.
- 17.10 The Company will provide appropriate medical/first aid supplies required by law. Adequately stocked first aid kits shall be readily available to all crews at all work locations.
- 17.11 The Company shall arrange for, and/or provide, sanitary facilities on all work locations as required by the Ontario Occupational Health and Safety Act.
- 17.12 The Employer will take necessary steps to ensure menstruation products are made available to Employees in designated washrooms at the shop at no cost to Employees.

Fit For Duty

- 17.13 Employees are expected to report to work Fit for Duty and to remain Fit for Duty throughout their shift.

Fit for Duty means that a worker is physically, physiologically, and psychologically capable and competent of safely performing their tasks without limitations resulting from, but not limited to, the use or after-effects of drugs, alcohol, and/or medications, the misuse of or failure to take prescribed medications; and/or extreme fatigue, malnutrition, or stress.

An IATSE Local 129 member or future member who fails to report fit for duty may be immediately removed from the shift. The Company will ensure that the employee has a safe way to travel home. The Business Agent or other Union representative must be notified when an IATSE Local 129 member is removed from a shift.

- 17.14 It is the responsibility of the Company to ensure proper respiratory protection of the Employees. The Company will endeavour to accommodate facial hair concerns of an Employee when related to respirator use. Employees must meet respirator fit and use standards as required in the Ontario Occupational Health and Safety Act. It is understood that Employees

must return respirators provided by the Employer at the end of their employment. The employer will arrange for such respirators to be sanitized before re-use.

- 17.15 Reasonable break time will be given for an employee to express breast milk or for nursing a child. The employee will be provided a place, other than a bathroom, that is shielded from view, has access to electric power and is free from intrusion from coworkers and the public. The employee shall disclose the need for accommodations to the employer in advance so that appropriate needs can be met.

SECTION 18: LAYOFFS

- 18.01 Employee(s) may be laid-off due to the lack of work or may leave the employ of the Company upon giving notice by the end of the working day ***prior to the lay-off day. (ie by 5 pm on Monday for a lay-off end of Tuesday)***. Employees not personally notified of the layoff at the end of the shift, but who report to the next shift, shall be considered having been called to work. A call may be extended by up to two weeks without requiring a new notice of layoff. During a call back, calls shorter than 2 weeks do not require a layoff notice. No penalty for work refusal if employee has found other work prior to the work extension
- 18.02 The Company agrees that should a layoff occur, the employee(s) affected shall be decide upon by the Company in consultation with, Shop Steward and Department Head taking time of service with the Company and qualifications, for work required by the Company, into account. The Business Agent shall be notified of any employees receiving a layoff.

SECTION 19: SENIORITY

- 19.01 After a probationary period of 160 hours seniority shall commence to accumulate with the Company. An employee shall retain hours accumulated for vacation pay but shall not accumulate seniority if he/she is absent from work in excess of thirty (30) days because of sickness, disability, accident, layoff, or leave of absence approved by the Company. If an employee has less than 100 hours in the previous 12 months he/she loses their seniority.

SECTION 20: DISCIPLINE AND TERMINATION

- 20.01 Under the Agreement between the Company and the Union, an employee may be terminated for the following reasons:
- a) Before dismissing an employee for just cause, the Company will comply with the following three steps: (i) a verbal reprimand, in the presence of the Shop Steward, that will be noted in the employee's personnel file and copied to the Union; (ii) a written reprimand copied to the Union and the Shop Steward; (iii) a written reprimand presented to the employee in person; a copy to the Union and personnel file and sent home for the remainder of the shift without compensation. All letters on file will be expunged after twelve months.
 - b) The Company shall recompense employee(s) for lost wages as a result of dismissal without just cause which shall include all wages, overtime, premiums and benefits which the employee(s) would have been entitled to receive during the period commencing at the time of dismissal and concluding at the time of reinstatement.

Just Cause in this Agreement shall include:

- i. Breach of any reasonable regulation made by the Company governing duties and functions that are necessary for the conduct and management of the business of the Company insofar as the regulation does not conflict with the terms of this Agreement. The Company shall furnish employees with a written copy of such regulations prior to implementation.
- ii. Unsatisfactory performance of an employee's duties assigned by a Supervisor.
- iii. Dishonesty, insubordination or failure to comply to instructions issued by a Supervisor.

In the case of impairment of ability to perform duties as the result of alcohol consumption and/or use of drugs, the following actions shall be taken. A Company representative and Union Representative will discuss the matter with the employee in question. If it is determined that the person is impaired in any fashion:

- i. on the first incident the Employee will be asked to take the remainder of the shift off without pay.
- ii. On the second incident the Employee will be asked to take the remainder of the shift off as well as the next three working days without compensation.
- iii. The third incident will result in immediate permanent dismissal. At all three stages of this process the Employee will be required to sign an acknowledgement letter, a copy of this letter will be put in the employee's personnel file at the Company and a copy sent to the Union.

SECTION 21: Union DUES CHECK-OFF

21.01 The Union shall supply the Company with a list of employees who are subject to Dues Check-off and the amount of such check-off or any change in the amount of such dues. The Employer agrees to deduct in advance, each week, the Union dues from the pay of each employee as listed by the Union. Union Dues Check-off monies and the list of employees shall be remitted monthly to the Financial Secretary of the Union with ten days after the end of each month.

SECTION 22: TOOLS

22.01 Each employee supplied by the Union shall be responsible for supplying the normal tool required to perform the work for which they are employed. All such tools shall be in their possession and in good condition each time the employee reports for work. The list of tools appears in Schedule B.

SECTION 23: UNION LABEL

23.01 All scenic items produced in the shop of the Company shall bear the I.A.T.S.E. crest.

SECTION 24: RELATIONSHIP

24.01 The Employer and the Union agree that there will be no discrimination interference or coercion practiced by either of them or their representative because of the employee's proper Union activity

or lack of Union activity. The Employer will provide access to a bulletin board for the convenience of the Union posting notices of Union meetings. All such notices must be signed by a proper Officer of the Union and submitted to Management for approval before being posted.

SECTION 25: NO STRIKE/LOCKOUT

25.01 The Union on its own behalf and on the behalf of the employees of the bargaining unit agree that there will be no strike, picketing, interruption, slowdown or stoppage of, either complete or partial, or any other interference which will halt, disrupt, limit or interfere with normal service or work during the term of the Agreement. The Company agrees there will be no lockout of bargaining unit members during the term of this Agreement.

SECTION 26: TRAVEL AND LOCATION WORK

26.01 Employees required to report to a work site other than the shop will be compensated at straight time for travel time from and to the shop or equivalent distance, regardless of hours worked on site.

26.02 Employees required to report to multiple work sites on a single day will be compensated at a rate of **sixty-eight(\$0.68)** per kilometer if they drive their own vehicles as calculated from the shop. The Company has the option of transporting employees in a Company vehicle, in which case no mileage shall be paid to any employee. Employees shall be paid from the time they report at the first work site until the time at which they have returned to the first work site and finished working.

26.03 A “distant location” shall be defined as any location where Employees are lodged overnight. When working at a distant location, the Company shall provide accommodation equal to current CAA (Canadian Automobile Association) or AAA (American Automobile Association) standards and per diems shall be paid for all 24 hour periods and pro-rated for partial periods. Per diem money will be paid in US dollars outside of Canada and Canadian dollars inside Canada. Per diem money is payable in advance under the following guidelines:

International Cities 120/day

In North American cities and the Caribbean with populations of:

3 million plus 90.00/day

Under 3 million 75.00/day

Per Diems shall be paid for all 24 hour periods and prorated by thirds for partial periods

26.04 Travel time to a distant location shall be paid as follows.

- i **If by ground vehicle from the boundary line to location the prevailing rates will be paid if it is part of a workday.**
- ii **If the day is strictly a travel day travel time will be paid at the time from the boundary line to location or four (4) hours at the Employee’s regular rate, whichever is greater.**
- iii **If by airplane the travel time will be calculated as the time of flight plus two (2) hours. Air travel time will be paid at the Employee’s prevailing rate if it is part of a workday.**

- iv **EMPLOYEE(S) shall receive a total of eight (8) hours of pay at their straight-time rate for travel between YYZ International Airport and continental U.S.**

For Clarity, Time of flight is meant to include all time elapsed from initial scheduled departure to landing time at final destination, including flight delays and scheduled layovers. This will not include time incurred from missed flights or flights changes made by the Employee, in which case the originally scheduled time from departure to landing will be paid

- 26.05** Employees required to take the 6th or 7th day of the workweek off while at a distant location shall be paid double Per Diem for those days.
- 26.06** Work done at distant locations shall be subject to an 8 hour per day minimum For days not worked while at the distant location, 2x per diem will apply
- 26.07** The Company shall ensure that the private vehicles used for company business are insured. When the company is neglectful in asking if the employee has proper insurance then the company shall assume liability from any claims. However if the employee has indicated in writing that he/she does have the proper insurance and it turns out they don't the company will be removed from all liability.
- 26.08 Delays, Cancellations, Layovers.**

In the event that any scheduled or non-scheduled Delay, Cancellation or Lay Over should occur (through no fault of the employee) that requires the employee to travel a second day to or from the destination, the appropriate fee will apply again. This will not apply if the flight is cancelled or rescheduled before the outbound portion begins. Should an employee alter travel arrangements or schedules as laid out by the employer, no such penalties or additional days would apply. If this results in a single flight each day it shall be paid without the \$100 offset.

26.09 For work on a Travel day.

When work is required on a travel day, that work shall be paid at one and one half (1 and ½) times, the regular rate for the first 8 hours. After 8 hours double time shall be paid.

26.10 Minimum Call

All work performed in distant locations except on travel days, shall be subject to an 8 hour minimum. If an Employee is going to a meeting or site meeting than they shall be paid regular wages for the time of the meeting.

26.11 Rest Periods

For clarity, the rest period conditions of 8.02 apply while working at a distant location inclusive of travel days. Rest period on travel days begins when the Employee arrives at the hotel. This would not apply in the event of delay or cancellation of travel (as outlined above) when the rest period would interfere with the Employees' ability to continue to their destination. In the event that, due to delayed travel, a rest period must be shortened to accommodate a work call, regular overtime rates would apply as per 8.02

SECTION 27: TRAINING AND PROFESSIONAL DEVELOPMENT

It is agreed that professional training and development is important to the **Company** and its **Employees**.

- (a) Realising that those in the best position to recommend topics for training and development courses, seminars and workshops are its **Employees** accordingly the **Company** agrees to give full consideration to topics suggested by the **Employees** and the **Union**.
- (b) The **Company** shall, from time to time, at its discretion and as schedules permit, arrange training and development courses, seminars and workshops, the costs of which shall be borne by the **Company**.
- (c) Where possible, and requested by the **Company**, the **Union** shall provide qualified trainers in specific areas who, when mutually agreed upon by the **Union** and the **Company**, shall lead such courses, seminars and workshops or portions thereof, the cost of which shall be shared equally by the **Company** and the **Union**.
- (d) The **Company** shall reimburse the EMPLOYEE any tuition fees, upon *successful* completion of any **Company** approved training, including apprenticeship programs, that has been responsibly completed

Remuneration

- (f) The **Company** agrees that time spent by the **Employees** in training and development courses, seminars and workshops required by the **Company**, as per Section 26(c) of this Agreement, shall be time paid by the **Company** at the **Employee(S)** applicable hourly rate plus all benefits. The **Company** shall consult with the union regarding remuneration for union or member initiated training beyond employer required training.
- (g) **Employees** wishing to access the **Company's** equipment for the purpose of unofficial training must apply to the **Company's** representative. Access to approved **Company** equipment shall be at the sole discretion of the **Company** which shall not be unreasonably withheld
- (h) **Leaves of absence for Education or Professional Development purposes** Any employee with at least 1000 hours of employment may take an unpaid leave of absence for up to 1 year for the purposes of Continuing Education or Professional development. That employee will return to work with the same seniority as before they left

TRAINING TRUST

The Employer shall contribute to the IATSE Entertainment and Exhibition Industries Training Trust Fund a contribution of **two hundred fifty dollars (\$250)**. The Employer may, should it so choose, make the contribution in an annual lump payment no later than January 31st of the year for which the contribution is attributed; otherwise, contributions are due no later than the fifteenth (15th) of each month for the payroll days of the preceding month. All contributions shall be made payable to the IATSE Entertainment and Exhibition Industries Training Trust Fund, and sent to **2210 West Olive Avenue, Suite 300, Burbank, CA 91506**. Employer agrees to be signatory to the IATSE Entertainment and Exhibition Industries Training Trust Fund, established June 22, 2011, ("Trust Agreement") and to abide by and be bound by its terms and conditions, and any amendments thereto, and all policies and procedures of the Fund, including Collection of Contributions Payable by Employers, as related to the contributions due as per the above referenced collective bargaining agreement.

SECTION 28: INDIVIDUAL AGREEMENTS

Nothing in this Agreement shall prevent an EMPLOYEE hired by the **Company** from negotiating better terms of employment than those found herein.

SECTION 29: FAVOURED NATIONS

The **Union** shall not enter into any new agreements with any other commercial scene shop, with terms, conditions, and/or rates more favourable than those contained herein.

SECTION 30: ARBITRATION

The arbitration provision contained in 48.(2) of the Ontario Labour Relations Act shall be deemed a provision of this Agreement.

SECTION 31: DURATION

31.01.1 This Agreement shall become effective **July 1 2024 or** the date of signing whichever is the latter and shall remain in force until **June 30 2027** No terms or conditions of the Agreement shall be in effect until this Agreement is signed by both parties.

31.01.2 This Agreement shall continue to apply to the parties notwithstanding any termination date in the Agreement unit a new Agreement is concluded or a strike or lockout commences in accordance with the provisions of the Ontario Labour Relations Act.

31.01.3 This Agreement shall remain in full force and effective from June 30 2021 and from year to year thereafter, unless either party to this Agreement has given thirty days notice in writing, within a period of ninety days prior to June 30 2024 or any other subsequent anniversary date to Jun3 30 of its intention to negotiate this Agreement.

Negotiations must commence within ten days after the issuance of said notice or within such other date as many be agreed upon by both parties.

Signed by the **Union**
I.A.T.S.E. Local 129

SIGNED this _ in Hamilton, Ontario.

Gary Nolan
Gary Nolan (Jul 30, 2024 23:37 EDT)

Michael Reagan
Michael Reagan (Jul 30, 2024 16:28 EDT)

President

BUSINESS AGENT

Signed by the **Company**

SIGNED this in Hamilton, Ontario.

Mike Kukucska

BUSINESS AGENT

SCHEDULE B

TOOLS AND EXPECTATIONS

HSS has a required tool list for all crewmembers in each department. Failure to supply these tools may result in the EMPLOYEE being sent home without pay until such time as he/she can provide them. Please be aware that there is no insurance coverage provided by the **Company** on these tools.

TOOL LIST

HSS tool list required by ALL carpenters

Safety footwear

Safety glasses

Hammer 9/16

Tape measure

Razor knife

Chisel

Crescent wrench

Combination square

Combination screwdriver

Block plane

Nail set

Hand saw

drill (cordless, corded, or air)

Pry bar

box wrench

Speed wrench / dog bone

Putty knife

Chalk line

Side cutters

Allan keys 2 sets metric & imperial

File

Sliding T bevel

Pliers

HSS TOOL LIST REQUIRED BY ALL WELDERS

Safety footwear

Safety glasses

Helmet

Center punch

Crescent wrench

Drill (cordless, corded, or air)

hammer

tape measure

Combination square

Speed wrench

Side cutters
Deburring tool
T bevel

Gloves
Scribe sliding

HSS TOOL LIST REQUIRED BY ALL ELECTRICIANS

Screwdrivers Robertson, Phillips, Slot, all sizes
Small and large Crescent wrenches
Continuity tester
Wire strippers
Channel locks
Hammer
Knife
Safety footwear
Tritap Drill (cordless, corded, or air)

Needle nose pliers
Crimping tool
Linesman Pliers
Hacksaw
Side cutters
Tape Measure
Safety glasses

SCHEDULE C

Job Descriptions

GENERAL DESCRIPTIONS

1. Department Foreman

Department Foremen supervise crews and must have knowledge and qualifications at least equivalent to the Head of the Department for the department being supervised. Works under the direction of a Project Manager and is responsible to them. Along with the Project Manager is responsible for ensuring that the crew is working safely in accordance with the Company policies and health and safety guidelines. Attendance and punctuality is to be a required asset.

2. Heads of Department

All Heads are expected to have an excellent working knowledge of their trade and very good organisational and supervisory skills. The heads are expected to be able to schedule on a timely basis, the crew working in their department. Organisational skills will provide the Head with the ability to keep track of material requirements well in advance of needing them. Communication between departments is also an expectation of this position. The reading of working drawings as they relate to ground plan and section is a responsibility given to the Heads and Assistant Heads. Heads are to take their direction from and are responsible to the Project Manager. Along with the Project Manager is responsible for ensuring that the crew is working safely in accordance with the Company policies and health and safety guidelines. Attendance and punctuality is to be a required asset.

3. Assistant Heads

Assistant Heads are expected to assist the Head in all of the above areas and also take on certain tasks assigned to them by the Head. For instance material requirements may be something delegated to the Assistant Head. In the case of location work, a Head may give the running of a location to an Assistant Head. All Assistant Heads are expected to be trades people; they are not hired just to supervise. The reading of working drawings as they relate to ground plan and section is a responsibility given to Heads and Assistant Heads. Attendance and punctuality is to be a required asset.

4. Scenic Positions

When Management deems a Scenic position is required, a Scenic designation may be granted to those people who have demonstrated above average working skills in their field as determined by department Heads and Management. This designation may be rescinded at the discretion of management. Attendance and punctuality is to be a required asset.

5. Crew Positions

Journeyman/Craftspersons are expected to be familiar with all phases of their trade. Journeyman/Craftsperson must be able to read working drawings. They must also be familiar with the tools of the trade and safety practices in using them. Journeyman/Craftsperson are expected to have fair material and structural knowledge of their chosen trade. Good cutting, layout and assembly skills are essential. It is the shared responsibility of the Journeyman/Craftsperson along with Scenic, Assistant Heads and Heads to ensure that all assistants and labourers are working in a safe and productive manner.

6. Assistant Crew Positions

Helpers are expected to have general shop awareness skills. They should also have basic skills in the department they are working in. Helpers should be proficient in being able to cut material to proper lengths and have some basic assembly skills by means of mechanical fasteners. Helpers **maybe** be trained on the overhead cranes and are expected to be able to work safely with this equipment

7. Labourers

Labourers are expected to keep the shop or job site clean and safe. They are expected to be able to lift materials properly without hurting himself or herself or the scenery. Labourers **maybe** be trained to safely operate the overhead cranes. The labourers will also be expected to keep washrooms and lunchroom areas clean.

8. Truck Loaders

Truck loaders are responsible for the proper loading and unloading of trucks as required.

9. Shop Apprentice

Shall not take the place of a regular Employee. There shall be no more than two (2) trainees in a department at one time. Shall be governed by Article 24 of the Collective Agreement.

SPECIFIC DEPARTMENT REQUIREMENTS

CARPENTRY DEPARTMENT Head Carpenter

The duties of the Head Carpenter shall be to, in a general way, oversee and maintain construction techniques and standards as deemed appropriate by the Coordinator/Foreman, and expedite work to accommodate scheduling. Works under the direction of a Project Manager and is responsible to them. Along with the Project Manager is responsible for ensuring that the crew is working safely in accordance with the Company policies and health and safety guidelines.

Assistant Head Carpenter

Must oversee and maintain construction techniques and standards as deemed appropriate by the Head Carpenter. Must read and interpret blueprint/construction directions. Must perform tasks as assigned by the Head Carpenter. Along with the Head Carpenter is responsible for ensuring that the crew is working safely in accordance with the Company policies and health and safety guidelines.

Scenic Carpenter

The duties of the Scenic Carpenter shall be to construct and manufacture settings or parts of settings including interiors and exteriors in the shop or on location, as assigned by the Construction Coordinator or Head Carpenter. The Scenic Carpenter shall be able to perform these tasks without direct supervision. Must read and interpret blueprint/construction directions. Must have skills beyond those of a carpenter (i.e. cabinet making, layout). Must perform tasks as assigned by the Head Carpenter and Assistant Head Carpenter.

Carpenter (Crew)

The carpenter shall construct and manufacture as directed by the Head Carpenter and Assistant Head Carpenter. Must have experience and knowledge in the safe handling of all applicable tools used in the shop or on site.

Carpenters (Assistant Crew)

To shift and/or store all construction material, give assistance in shifting of scenic elements, to keep clear, clean and safe critical paths and general shop space. Also, any tasks as deemed appropriate by the Head Carpenter or Assistant Head Carpenter. Must be able to operate most tools and help build with a carpenter.

WELDING DEPARTMENT (A.W.S. Certified) Head Welder

The duties of the Head Welder shall be to, in a general way, oversee and maintain construction techniques and standards as deemed appropriate by the Coordinator/Foreman, and expedite work to accommodate scheduling. Works under the direction of a Project Manager and is responsible to them. Along with the Project Manager is responsible for ensuring that the crew is working safely in accordance with the Company policies and health and safety guidelines.

Assistant Head Welder

Must oversee and maintain construction techniques and standards as deemed appropriate by the Head Welder. Must be able to read and interpret blueprints and construction directions. Along with the Department Head is responsible for ensuring that the crew is working safely in accordance with the Company policies and health and safety guidelines.

Scenic Welder

In addition to performing all the duties of a Welder, the Scenic Welder shall be able to perform these tasks without direct supervision. They must have special skills beyond those of a welder (i.e. Auto body, mechanical, sheet metal etc.). They must perform these tasks as assigned by the head welder and Assistant Head Welder.

Welder

Under general supervision of the Head Welder, they must have experience and knowledge in the safe handling of all applicable tools used in the shop or on site. They must have the ability to read and interpret blueprints, plans and sketches, and to be able to work from rough sketches and samples.

Welder's Helper (Registered Apprentice)

Must be able to fit, clamp, grind polish and clean up welds. Must be able to drill and bolt steel, aluminum, galvanized and stainless metal work. Shall be able to read instructions and cut lists, accept and follow verbal instructions and have some knowledge of blue prints. Must be able to work with material weights up to fifty pounds

2024-2027

Final Audit Report

2024-07-31

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