

MEMORANDUM OF AGREEMENT

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”)

LIVELAB – MCMASTER UNIVERSITY

HAMILTON, ONTARIO

(Hereinafter referred to as the Employer)

1. PURPOSE:

The purpose of this agreement is to establish mutual understanding between the Employer Signatories and IATSE Local 129 as well as the terms and conditions that apply when the signatory employs members of IATSE Local 129 under the terms of this agreement.

2. REQUESTS FOR CREW:

The Employer shall endeavor to make crew requests at least 72 hours in advance of the time at which the crew is required. Such a request should be specific.

- a. The type of job(s) it requires member(s) to perform.
- b. The number of members it requires to perform each job type.
- c. The number of hours/days it will need each member to perform the job(s).
- d. The jobsite supervisor and their contact information.

3. JOB CLASSIFICATION:

These classifications are in no way a guarantee of hours or positions and merely lay out the classifications that may be required and that are reflected in the pay schedule Local 129 agrees to have members available to work for the Employer who are competent to perform the following type jobs:

- a. Department Heads
- b. Board Ops (lighting, sound, monitors)
- c. Forklift / Boom Lift

- d. Stagehand
- e. Truck Loader
- f. High Rigger
- g. Ground Rigger
- h. Special Ops (Camera, Video, Spotlights, Flyman)
- i. Wardrobe

4. HOURS OF WORK:

- The minimum work call for all referents shall be four (4) hours. Calls may be extended to 5 hours before a meal break. Return to work after a break of longer than 1 hour will be considered a new call.
- Meal breaks of 1 hour shall be provided after a maximum of 5 hours work. Any hours worked after five (5) consecutive hours of work prior to a meal break being provided shall be deemed an "infraction hours" and will be paid (1 1/2x) the prevailing rate for every hour until a meal break is provided.
- If a (1) hour meal break is not possible, the Employer may provide a reasonable meal at no cost to the Employee. The Employee will be given a paid half hour in which to eat.
- If a referent should work over 8 hours in a day, that worker will be paid 1 1/2x time the applicable hourly rate for all hours more than (8) eight hours. If work continues past (12) twelve hours, all subsequent hours will be paid at twice (2x) the hourly rate.
- There shall be a paid coffee break before and after meal breaks to be taken at the mid point of the call.

5. STATUTORY HOLIDAYS:

Statutory Holidays shall be defined by the governing legislation in the province of Ontario. All work performed by members on a statutory holiday shall be compensated at 1 1/2x the applicable hourly rate.

6. USE OF TOOLS/PERSONNAL EQUIPMENT:

Employees will be expected to bring necessary tools (wrench, utility knife, flashlight) and standard occupational safety equipment (steel toed footwear, hard hat, reflective clothing if required) The Employer shall supply all other tools, material, and equipment required by the referents to perform the work required.

7. PRE-EXISTING I.A.T.S.E. 129 AGREEMENTS PREVAIL:

In the event the Employer should require Local 129 members to work at a venue that has an existing agreement with Local 129, the terms of those agreements prevail.

To the extent that this agreement is inconsistent with the pre-existing agreement, this agreement is void and of no effect in such circumstances at the venue. Local 129 will make its best efforts to fully disclose, in advance situations where greater terms and conditions of an existing collective agreement will supersede the rates and conditions in this agreement.

8. GRIEVANCE PROCEDURE:

Should any dispute arise under this contract, such dispute shall be adjusted by means of a grievance committee comprised of one member appointed by I.A.T.S.E. and one member appointed by the Employer. Should this attempt at resolution not be successful, the parties may appoint a mutually agreed upon arbitrator. Should the parties be unable to agree on an arbitrator, or should the dispute not be resolved within thirty (30) days of the dispute being presented to the other party, either party may request the Ministry Of Labour of the Province or territory where the employers offices are located to appoint an arbitrator. In the event the relevant Ministry of Labour does not or cannot appoint the arbitrator, then the arbitrator shall be appointed by the Ministry of Labour of the Province of Ontario, pursuant to Section 49 of The Labour Relations Act of Ontario (or its successor) at the request of either party. The arbitrator shall hear and determine the differences or allegations and shall issue a decision, and the decision shall be final and binding on the Employer and Employee. The cost of the arbitrator shall be borne equally between both parties.

9. TERM OF AGREEMENT:

This agreement shall be a term of three (3) years from the date of signature (DATE) and shall remain in full force and effect from year to year following the expiration of the term until either party gives written notice of desire to change, amend, or terminate such Agreement. Upon receipt of such notice the Employer and the Union shall furnish to each other within sixty (60) days of any changes or amendments they may desire in the Agreement.

PAYROLL RATES AND BENEFITS

RATES	24/25	25/26	26/27
		4%	4%
DEPT HEADS	\$41	\$42.64	\$44.35
BOARD OPS	\$39	\$40.56	\$42.18
FORK/BOOM	\$39	\$40.56	\$42.18
STAGEHAND	\$35	\$36.40	\$37.86
TRUCK LOADER	\$33	\$34.32	\$35.69
HIGH RIGGER	\$40	\$41.60	\$43.27
RIGGER	\$39	\$40.56	\$42.18
SPEC OPS	\$39	\$40.56	\$42.18
WARDROBE/WIGS	\$41	\$42.64	\$44.35

UNION DUES – to deduct 1% working dues off all members and submitted with Employee breakdown to Local 129.

PERMIT DUES – to deduct 6% dues off all permits and submitted to Local 129

VACATION PAY – 4% added to gross wages.

EMPLOYER RRSP CONTRIBUTION – 4% remitted to Local 129 with employee breakdown.

EMPLOYER HEALTH BENEFIT CONTRIBUTION – 3% remitted to Local 129 with employee breakdown.

LIVELAB will remit payment to IATSE Local 129 on a monthly basis the RRSP, Health Benefits, Union Dues and Permit Dues from the previous month.

The parties therefore have authorized the Officers so shown to execute this agreement by affixing their signatures.

IATSE LOCAL 129

Name – Gary Nolan - Business Agent

Name – Mike Reagan - President

Signatures are needed.

LIVELAB

Name – Sally Stafford, Manager

A handwritten signature in cursive script, appearing to read "Sally Stafford", followed by a long horizontal flourish.

Name – Dan Bosnyak,
Technical Director

A handwritten signature in cursive script, appearing to read "D. Bosnyak", followed by a long horizontal flourish.