

MEMORANDUM OF AGREEMENT

B E T W E E N:

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE
TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND
CANADA, LOCAL 129**

("Local 129")

and

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE
TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND
CANADA, LOCAL 873**

("Local 873")

RE: FILM & TELEVISION WORK IN HAMILTON, ONTARIO

WHEREAS Local 129 is a chartered stage local of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada ("IATSE") covering the geographical territory of Hamilton and Brantford, Ontario, Canada and was chartered as such on July 14, 1906;

AND WHEREAS Local 873 is a chartered motion picture studio production technician local of IATSE covering the geographical territory of Toronto, Ontario, Canada and was chartered as such on June 1, 1958;

AND WHEREAS the leaderships of Local 129 and Local 873 have engaged in discussions regarding the performance of film and television work in Hamilton, Ontario (hereinafter referred to as "Hamilton Production Work");

NOW, THEREFORE, subject to the approval of the Local 129 Executive Board, the Local 873 Executive Board and the IATSE International, Local 129 and Local 873 agree that the following terms shall govern the performance of Hamilton Production Work:

1. Local 129 shall supply Local 873 with a roster of Local 129 members in good standing interested in performing Hamilton Production Work (hereinafter referred to as the "Hamilton Roster"). Local 129 shall provide Local 873 with an updated Hamilton Roster on or before January 30 and on or before July 30 of each calendar year. If at any time a Local 129 member on the Hamilton Roster loses their good standing with Local 129, Local 129 shall immediately notify Local 873.
2. The Local 873 Dispatch Office shall exclusively dispatch all workers engaged in Hamilton Production Work.

3. The Local 873 Dispatch Office shall dispatch workers to perform Hamilton Production Work in accordance with the Dispatch Office's normal practices, subject to paragraph 5 below, the following dispatch priority shall apply:
 - (i) Local 873 members shall be dispatched first for all available Hamilton Production Work, provided Local 873 members have the skill and ability to perform the required work;
then
 - (ii) Local 129 members identified on the Hamilton Roster shall be dispatched for all remaining available Hamilton Production Work provided Local 129 members on the Hamilton Roster have the skill and ability to perform the required work;

and then
 - (iii) Local 873 permit workers shall be dispatched for all remaining available Hamilton Production Work.
4. The Local 873 Long Term Collective Agreement and/or any other operative Local 873 Collective Agreements shall govern the terms and conditions of employment for all workers, including Local 129 and/or Local 873 members, engaged in the performance of Hamilton Production Work.
5. It is understood that in circumstances where any Hamilton Production Work is performed at a Hamilton venue that is subject to a Local 129 Collective Agreement, Local 129 members shall be dispatched to perform any Hamilton Production Work at that venue as may be required by the applicable Local 129 Collective Agreement notwithstanding anything to the contrary in paragraphs 1, 3 and 4 above.
6. All health and welfare, Registered Retirement Saving Plans and/or other employer contributions contemplated by any operative Local 873 Collective Agreement that are collected by Local 873 on behalf of Local 129 members on the Hamilton Roster engaged in Hamilton Production Work shall be remitted by Local 873 back to Local 129 each calendar year on a quarterly basis. Local 873 shall be entitled to keep any union dues collected from and/or on behalf of any Local 129 members on the Hamilton Roster engaged in Hamilton Production Work.
7. Local 873 shall make its set etiquette class available to Local 129 members on the Hamilton Roster at least once each calendar year on the same terms and cost, if any, as made available to Local 873 members and it will be held in Hamilton.
8. Local 873 shall provide Local 129 members on the Hamilton Roster access to the Local 873 training centre and any training courses made available at the training centre on the same terms and cost, if any, as made available to Local 873 members.

9. Either Local must give no less than 180 calendar days' written notice to the other and to the International of any intention to terminate this Memorandum of Agreement unless the parties agree otherwise. Any such termination shall require the approval of the International prior to the termination of this Memorandum of Agreement.
10. Any unresolved disputes arising from the interpretation and/or implementation of this Memorandum of Agreement shall be referred exclusively to the IATSE International President and/or their designate in writing for a final and binding determination.

SIGNED FOR IATSE LOCAL 129:

Signature _____
Print Name: GINDY JENNINGS

Signature _____
Print Name: GARY NOAN

Signature _____
Print Name: _____

July 17, 2020
DATE

DATE

DATE

SIGNED FOR IATSE LOCAL 873:

Signature _____
Print Name: ANGELA MASTRONARDI

Signature _____
Print Name: MORTY MONTGOMERIE

Signature _____
Print Name: _____

July 17, 2020
DATE

July 17, 2020
DATE

DATE