

MEMORANDUM OF AGREEMENT

BETWEEN

IATSE LOCAL B-129 (the "Union")

AND

SPECTRA VENUE MANAGEMENT (the "Employer")

WHEREAS the parties are bound to a collective agreement which expired on June 30<sup>th</sup>, 2018 (the "local agreement").

AND WHEREAS the parties have reached an agreement to renew the local agreement.

NOW THEREFORE the parties agree as follows:

1. All terms and conditions of the local agreement shall remain unchanged unless noted in this Memorandum of Agreement.
2. Any wage or benefit increase negotiated for the first year in the International Agreement shall apply retroactively to July 1<sup>st</sup>, 2018 with respect to the local agreement.
3. The term of the renewed local agreement shall be July 1<sup>st</sup> 2018 to June 30<sup>th</sup>, 2021.
4. The parties agree to amend the following:

**3.02 (g) Contracting Out**

*The Employer shall not contract out the performance of any bargaining unit work covered by this Collective Agreement at any of the venues or premises covered by this Collective Agreement unless the work at issue is performed by an entity covered by a collective agreement with the Union.*

**3.02(h) Third Party Use of Venues**

*The Employer shall not rent, lease, license or otherwise permit a third party to perform or otherwise engage in any bargaining unit work covered by this Collective Agreement at any of the venues or premises covered by this Collective Agreement unless (i) the work at issue is performed by Union members employed under this Collective Agreement or (ii) the work at issue is performed by Union members employed by an entity bound to a collective agreement with the Union.*

### **Vacation Pay (9.03)**

Based on the number of calendar years of service with the employer (cumulative among FirstOntario Concert Hall, Hamilton Convention Centre and FirstOntario Centre), the employer agrees to pay, on a bi-weekly basis, each employee the following percentage of all monies earned during the year in all three Facilities for vacation pay purposes: (except Permanent Employees)

New Members:

Years 1-4 – 4%

Years 5-9 – 6%

10 years + - 10%

As of ratification current union members receiving 8% shall be grandfathered as is.

5. The parties agree to add the following to article (9.02):
  - l) Paid Sick days are as follows:  
Full time Heads: 5 days per year (no roll over)  
Part time Heads/Assistants: 3 days per year (no roll over)
  
6. The parties agree to amend the benefits coverage to :  
  
Massage Therapist - \$200 per year (physician referral required)  
  
Physiotherapist - \$500 per year
  
7. The parties agree to the addition of video\projector responsibilities into the Assistant Lighting position including the maintenance. In the event that the Assistant Lighting is needed on the call an equally trained candidate will be selected for this position.
  
8. The parties agree to the following with respect to a Head position at the arena:  
  
One candidate will be selected to be the Head at the Arena on all calls  
  
The Company will conduct a fair interview process to select the candidate based upon qualifications.  
  
The successful candidate will be eligible for benefits equivalent to that of an Assistant.
  
9. Rate increases will be 2.5% per year.
10. The parties have agreed to work together to transition the existing part-time benefits offering to the existing union plan. Any employer Health Benefit changes will be dependent on the outcome of the above.
11. The parties agree that Truck loaders switching to stagehands shall not unreasonably be denied on small calls. To be paid 4 hours at Stagehand rate.

AGREED TO THIS DAY OF AUG, 2018

FOR THE UNION

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FOR THE EMPLOYER

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Tim Murphy

General Manager