

# DRAFT

## MEMORANDUM OF AGREEMENT

This Agreement made this    day of May 2015

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

FFP Lasers Inc.

(Hereinafter referred to as the "COMPANY")

### SECTION 1: INTENT OF AGREEMENT

- 1.01            It is the intent of this Agreement to encourage and promote a friendly spirit of Co-operation 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 Display and theatrical Laser Production and Pyrotechnics within the geographical jurisdiction of I.A.T.S.E. Local 129

- 2.02            All employees so hired shall as a condition of employment remain members in good standing while employed under this Agreement except for permit persons. But all employees will be subject to this agreement.

*The Company agrees to hire Temporary employees as supplied by the union. This employment is dependent on qualifications and competence.*

- 2.03            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 arrangements 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. However, membership in the union will be a condition of employment.

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2.04 The Company has the right to reject any applicant referred to them by the Union. However a claim that the Company has unreasonably rejected such an applicant may be the subject of a grievance. The Company shall have the right to select and employ heads and assistants after having given Union members due consideration.

## SECTION 3: MANAGEMENT

3.01 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 Unit to file a grievance in accordance with the provisions of this Agreement.

3.02 There will be a 6 month probationary period of employment with the Company, during or at the end of which an employee may be terminated for any reason satisfactory to the company. This period may be extended to 1 year upon consultation with the union. An employee who is dismissed after this period may grieve the dismissal as being without just cause.

3.03 The Company shall have the right to determine the number and classification of employees (including Heads, Assistant Heads, Tradesmen and Assistant Tradesmen) to be employed for any specific work or project.

## SECTION 4: HOURS OF WORK

4.01 Minimum call shall be at least four (4) 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 twelve (12) hours on a regular work day the rate shall be 1.5 times the minimum hourly rate.

(2) For hours worked on the seventh day the rate shall be 2 times the minimum hourly rate.

4.02 The Company shall endeavor to give all scheduled employees as much notice as possible with regards to upcoming work.

4.03 The Company shall schedule/call existing employees on a seniority basis, based on date of hire with the company.

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## SECTION 5: Scheduling

- 5.01 The scheduling of employees will be done first by qualification, then by seniority.
- 5.02 The Company agrees to provide the union with a list of employees with hiring dates for seniority purposes.
- 5.03 Employees who refuse or cancel shifts for a continuous period of 1 month or longer , without prior authorization from the Company will forfeit seniority for scheduling purposes.
- 5.04 Employees recognize that FFP lasers is their primary employer and they will only be offered work outside of the company that does not conflict with the work and/or operation of the company. Employees who turn down/or cancel shifts at FFP will be deemed unavailable for referral for other work.

## SECTION 6: STATUTORY HOLIDAYS

- 6.01 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	

- 6.02 An employee not working a statutory holiday will be entitled to payment as laid out be the ESA.

For the purposes of this section, a paid statutory holiday shall be equal to eight (8) hours at the minimum rate

- 6.02.02 For the purposes of a pay rate, any employee who works on a statutory holiday shall be paid 1 and a half (1 ½) times the regular rate of pay.
- 6.02.03 The statutory holiday shall be deemed to commence at 8:00 am of the statutory holiday and terminate at 8:00 a.m. the following day.
- 6.02.04 There shall be no pyramiding of premium and overtime compensation.

## SECTION 7: BREAKS

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- 7.01 A meal break of one hour without pay shall be given to an employee after a minimum of four (4) hours worked and a maximum of five (5) hours worked There shall be two (2) fifteen minute breaks on workdays less 10 hours or less and three (3) fifteen breaks on days that are scheduled to be eleven (11) hours or more.
- 7.02 There shall be a minimum of eight (8) hours rest period between the completion of a work call and the beginning of another call. 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 8: REMUNERATION**

- 8.01 See Schedule A for rates of pay
- 8.02 An employee who works various jobs during a call, shall be paid the higher rate of pay.
- 8.03 Payment for work performed shall be paid Bi-Weekly on Monday for the work performed the previous 2 week pay period. The pay period will run from Monday to Sunday.

## **SECTION 9: BENEFITS AND DEDUCTIONS**

- 9.01 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) earnings shall be defined as hourly pay, overtime, and statutory holidays.
- 9.02 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.
- 9.03 All Benefits and Deductions are NOT applicable to Bonuses or Commissions

## **SECTION 10: UNION RRSP FUND**

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- 10.01 The company shall contribute to the Union RRSP Fund each week an amount equivalent to three percent (3%) of a employees weekly earning and shall deduct an equal amount from each employees member's weekly earnings to match the Company's contribution.
- 10.02 Deductions, together with contributions shall be remitted monthly by cheque payable to the IATSE, with a breakdown of contributions per employees, and sent to the Secretary of the Union at the Union's business address by the 15<sup>th</sup> of the following month.

## **SECTION 11 HEALTH BENEFIT PREMIUMS**

- 11.01 The Company shall cover employees health benefit premiums as provided by IATSE local 129's Health benefit plan. All amounts will be remitted to union by the 15<sup>th</sup> of the following month.

## **SECTION 12 IATSE TRAINING TRUST**

- 12 The company agrees to remit \$1000 annually to the IATSE training trust.

## **SECTION 13: VACATION PAY**

- 13.01 Vacation pay shall be four percent (4%) of all wages and be paid with those wages weekly.

## **SECTION 14: FAMILY LEAVE**

- 14.01 Any employee shall be granted non-compensated time off:

- (1) to provide for an ill spouse, child or parent of that employee up to 3 weeks total per calendar year.
- (2) due to the birth of that employee's child

However, if that employee takes more than three (3) working weeks of non-compensated time off under this section, the Company may replace that employee with other employee.

## **SECTION 15: BEREAVEMENT LEAVE**

- 15.01 All employees shall be allowed up to three (3) working days leave without pay in the event of a death in the immediate family. Member of the immediate family shall be defined as: Mother, Father, Wife, Husband, Mates, Children, Brother or Sister, Mother-in-Law or Father-in-Law and Grandparents.

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However, if that employee takes more than three (3) working days of non-compensated time off under this section, the Company may replace that employee with other employee.

## SECTION 16: SAFETY AND HEALTH

- 16.01 The Company and the Union Agree they will cooperate and maintain reasonable standards of safety and Health, in order to prevent injury and illness.
- 16.02 The Company agrees that the union shall have elected representation on the company's Health and Safety Committee and all minutes and reports from meetings and inspection will be forwarded to the Union

## SECTION 17: ACCESS TO PREMISES

- 17.01 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.

## SECTION 18: TRAVEL AND LOCATION WORK

- 18.01** Employees required to report to a work site other than the shop in their personal vehicles will be compensated at a rate of fifty-five(\$0.55) per kilometer. Mileage will be calculated based on a return trip to and from the work site starting and ending at the shop. Employees will be paid from the time at which they start work at the site.
- 18.02** Employees required to report to multiple work sites on a single day will be compensated at a rate of fifty-five(\$0.55) 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.
- 18.03** For work when overnight stay is required Per Diem shall be paid as follows:  
1) When meals and accommodations are provided per diem shall be \$50.00 per day  
2) When Meals are not provided, but accomodations are provided Per diem shall be \$75.00 per day

## Section 19: Full Time Employees

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## **DEFINITION:**

Full time employees refers to employees guaranteed 35 hours per week or more

## **19.01 LAY OFF / TERMINATION NOTICE:**

The Company agrees that in the event of a layoff of an employee hired on a full time basis the Company shall give such employee(s) two weeks written notice or two weeks pay in lieu thereof, or a combination of the two.

## **19.02 VACATION:**

The employee shall receive 3 weeks vacation in each calendar year. Requests for vacation time shall be submitted in writing and subject to approval by the company. At no time will all 3 weeks be taken together. Such approval will not be unreasonably withheld.

## **19.03 BEREAVEMENT LEAVE**

Full time employees shall be allowed up to three (3) working days leave per incident with up to 6 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: Mother, Father, Wife, Husband, Common-law Spouse, Children, Brother or Sister, Mother-in-Law or Father-in Law Grandparents, fiancé, former guardian, ward, or any other relative who has been residing in the same household.

Additional unpaid Bereavement leave shall be considered upon request. Such leave will not unreasonably be withheld.

## **19.04 SICK DAYS**

Full time employees shall be entitled to 10 sick days per year.

19.04.01 The Company has the right to reject any applicant referred to them by the Union. However a claim that the Company has unreasonably rejected such an applicant may be the subject of a grievance. The Company shall have the right to select and employ heads and assistants after having given Union members due consideration.

## **SECTION 20: Co-op Students**

It is understood that the company engages in the practice of co-op students. However at no time will a co-op student replace a union member. Should the company wish to

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employ that student at the end of their co-op they will follow the regular hiring procedure and those employees will be considered for membership

## **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. In the amount of 4% up to a maximum prescribed by the union AND 1% working dues for members. . Members of Sister Locals will be subject to 4% working dues; and permittee workers will be subject to 6% working dues.

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: UNION LABEL**

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

## **SECTION 23: RELATIONSHIP**

23.01 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.

It is agreed that neither the Union nor Union members shall engage in membership activity or carry out Union business on employer time or property, other than expressly provided elsewhere in this agreement.

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 post

23.02 The Company shall endeavor to give the Union twenty-four (24) hours advance notice of all vacancies, for positions covered by this agreement.

## **SECTION 24: NO STRIKE/LOCKOUT**

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,



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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 25 : DISPUTE RESOLUTION**

### **25.01 Grievance Procedure**

Any dispute or difference arising between the Employer and Employee or official of the Union, shall first be referred in writing to the designated representative of the Employer and the representative of the Union for discussions and settlement within ten (10) days of when the circumstances giving rise to the difference were known or should have been known. If the Employer's representative and the Union's representative are unable to settle the dispute to their mutual satisfaction, then either party shall request a mediation.

### **25.02 Mediation**

Upon mutual consent, the Union and the Corporation 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 manor. The cost of the mutually determined mediator shall be paid equally by the Union and the Corporation. By mutual consent, the parties may agree that the determination of the mediator is binding with or without precedent.

### **25.03 Arbitration, Ministry of Labour**

In the event that the parties are unable to resolve the matter in seven (7) 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 26: DURATION**

26.01.01 This Agreement shall become \_\_\_\_\_ or the date of signing whichever is the latter and shall remain in force \_\_\_\_\_. No terms or conditions of the Agreement shall be in effect until this Agreement is signed by both parties.

26.01.02 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.

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26.01.3 This Agreement shall remain in full force and effective to March 31 2017 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 March 31 2017 , 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 may be agreed upon by both parties.

\_\_\_\_\_  
Signed by the UNION

\_\_\_\_\_  
I.A.T.S.E. Local 129

\_\_\_\_\_  
Signed by the COMPANY

SIGNED this \_\_\_\_\_ in Hamilton, Ontario.

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## Schedule A

### Warehouse and Maintenance

General Shop	12.5	Training
General Shop A	16	
General Shop B	18	
General Shop C	19.5	

### PRODUCTION TEAM

General Hand A	16.5
General Hand B	24
General Hands Staging	26
Driver Cargo/shipping	24
Driver DG/Shipping	27.5
Lighting Tech	28
Pyrotechnic Technician	29
Pyrotechnics Assistant	24.5
Fireworks Technician	28
Fireworks Assistant	23.5
TSSA Gas Certified Technician	28.5
Laser Technician	24
Laser Assistant	24
Production Manager	27
Production Safety Manager	25
Chief Rigger	32
Rigger	30

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## Letter of Understanding RE: Restructuring

It is understood that the Company from time to time undergoes restructuring for the purposes of efficiency and productivity. Should the Company need to restructure during the term of this agreement, both parties agree that they will meet for the purposes of discussing any affected clauses.

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