

MEMORANDUM OF AGREEMENT

This Agreement made this 1st Day of March 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

“F&D SCENCE CHANGES”

operating as

GREAT LAKES SCENIC STUDIOS

(Hereinafter referred to as the “COMPANY”)

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 ~~Unit~~ *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.*

SECTION 6: HOURS OF WORK

The regular week shall consist of five (5) consecutive days between Monday to Saturday, for an employee. Sunday will always be a double time day. The regular workday shall consist of eight (8) hours. ~~See 9) 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.~~ 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 1.5 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 1.5 times the minimum hourly rate.
- 4) For hours worked in excess of eight (8) hours on the sixth day the rate shall be 2 times the minimum hourly rate.
- 5) For hours worked on the Sunday the rate shall be 2 times the minimum hourly rate. 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.
- 6) For all hours worked between the hours of 12:00 midnight and 6:00 a.m. the rate shall be a minimum of 1 ½ times the regular pay rate.
- 7) ~~Employees~~ *The company shall endeavour shall be given to give employees 3 days’ notice prior to their regular shifts changing from days to night and back.*

- 8) *The company shall endeavor to ensure that employees ~~who shift between night and day shifts mid-week shall be entitled to 5 days of pay in accordance with Section 6 of this agreement.~~ do not miss a shift due to scheduling changes from night shift to day shift or vice versa*
- 9) **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

7.02.01 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 of 8 regular hours. earned.~~

7.02.02 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.

7.02.03 There shall be no pyramiding of premium and overtime compensation.

SECTION 8: BREAKS

8.02 There shall be a minimum of ~~eight (8)~~ **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 ~~ten (10)~~ **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: REMUNERATION

9.01A The minimum hourly rate for ~~2012~~ 2015-shall be:

	Mar 1 2014- Feb 28 2015	Mar 1 2015- Feb 28 2016	Mar 1 2016- Feb 28 2017	Mar 1 2017- Feb 28 2018
		3.50%	3%	3%
Foreman	31.45	32.55	33.53	34.54
Head	29.1	30.12	31.02	31.95
Assistant				
Head	26.34	27.26	28.08	28.92
Scenic	25.06	25.94	26.72	27.52
Crew	24.47	25.33	26.09	26.87
Assistant				
Crew	22.49	23.28	23.98	24.69
Truck Loader	19.18	19.85	20.45	21.06
Labourer	17.21	17.81	18.34	18.89

2016 and 2017

For the year(s) commencing March 1st, 2016 and 2017 there shall be an increase in the basic wages to the greater of three percent (3%) 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 4%.

Both parties to this agreement shall meet prior to January 30 of each of the applicable year(s) to agree upon any adjustment to the increase.

9.01B An employee who works various jobs during a each **Shift** , shall be paid the higher rate of pay **for that shift**

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.

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.**

10.03 PSE Allowance

All employees who have made (\$30,000) or more in the previous calendar year and are still employees of GLSS will be reimbursed up to \$100 per year for any PSE. 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 From March 8 2012 until February 28 2013 The company shall contribute to the Union Pension Fund each week an amount equivalent to four (4) percent of a member's weekly earning and shall deduct 5% from each member's weekly earnings. From March 1st 2013 until February 28th 2014 the company shall contribute 5% of a member's weekly earnings and shall deduct an equal amount from each member's weekly earnings to match the Company's contribution. From March 1st 2014 to February 28th 2015 the company shall contribute an mutually agreed upon amount with relation to the increase referred to in schedule A.~~

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

SECTION 12: VACATION PAY

12.01 Vacation pay shall be a minimum six (6) 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 – 4000 hours 6 %

4001 – 6000 hours -7%
6001 – 8000 hours 8%
8001 -10%

12001- Any Employee with 12001 hours shall be entitled to 1 additional week of vacation time, subject to approval under company policy

For clarity; the Company's policy is that each employee can take three (3) weeks vacation. Any employees reaching 12001 hours of employment will be entitled to one (1) extra week. At no time can 4 weeks be taken consecutively.

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 ~~*Within 30 days of the Union opening a bonafide health and welfare plan t*~~ The Company will contribute an amount equal to 3% of each member's wages to the plan. Permits ~~**or out of local members**~~ will not be entitled to this benefit. The remittance period shall be monthly and correspond with Dues and RRSP remittances.

SECTION 17: LAYOFFS

17.02 Other 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. 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***

17.03 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 25: TRAVEL AND LOCATION WORK

25.02 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.

25.03 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 ~~\$70.00/day~~ ***90.00/day***

1— Under 3 million ~~\$60.00/day~~ ***75.00/day***

100,000— 1 million ~~\$55.00/day~~

Under 100,000 ~~\$45.00/day~~

In ***Canadian cities*** with populations of:

1 million plus ~~\$60.00/day~~

100,000— 1 million ~~\$50.00/day~~

Under 100,000 ~~\$45.00/day~~

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

All transportation costs both to and from the airport will be provided by the Company. Further, the Company shall provide all work related transportation costs while the employee is on location.

25.04 For travel in North America (Canada, The Continental US, and the Caribbean): For direct flights to these locations there shall be a flat fee of \$250.

For any travel requiring connecting flights within North America (Canada, The Continental US, and the Caribbean) there shall be a flat fee of \$350.

For travel outside of North America

For direct flights to these locations there shall be a flat fee of \$500.

For any travel requiring connecting flights outside North America there shall be a flat fee of \$600.

25.05 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.

25.06 Work done at distant locations shall be subject to an 8 hour per day minimum and shall also be subject to a 5 day per week, minimum in accordance with Section 6 of this agreement. For days not worked while travelling, 2x per diem will apply

25.07 The Company shall ensure that the private vehicles used for company business are insured. When proper insurance is not in place, then all liabilities from any claim shall be borne by the Company. 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.

SECTION 26 TRAINING AND PROFESSIONAL DEVELOPMENT

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.

SECTION 27: 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 28: 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: DURATION

30.01.01 This Agreement shall become effective ~~March 7/2012~~ **March 1 2015** or the date of signing whichever is the latter and shall remain in force until February 28/~~2015~~ **2018**. No terms or conditions of the Agreement shall be in effect until this Agreement is signed by both parties.

30.01.02 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.

30.01.3 This Agreement shall remain in full force and effective to ~~February 28, 2015~~ **February 28, 2018** 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 ~~February 28, 2015~~ **February 28, 2018** or any other subsequent anniversary date to December 31, 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.
Signed by the COMPANY Dave Stevens

SIGNED this _____ in Hamilton, Ontario.
DRAFT NEW DATE

SCHEDULE C Job Descriptions

GENERAL DESCRIPTIONS

1. Department Foreman

Department Foremen supervise crews ~~of 40 or more Employees~~ 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