

COLLECTIVE AGREEMENT

BETWEEN:

HAMILTON ENTERTAINMENT AND CONVENTION FACILITIES  
INC.

(Hereinafter referred to as the "Corporation")

AND

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

(Hereinafter referred to as the "Union")

July 1, 2011 to June 30, 2015

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## **ARTICLE 1: PURPOSE**

- 1.01 The parties recognize that the Corporation operates four distinct facilities, namely, Hamilton Place, the Hamilton Convention Centre, Cops Coliseum and the Studio at Hamilton Place. It is the general purpose of this Agreement to set forth the conditions of employment, the rates of pay and hours of work for members of the union who perform work for the Corporation at such facilities, and to provide a procedure for the prompt and fair settlement of grievances.

## **ARTICLE 2: SCOPE**

- 2.01 The Corporation agrees to recognize the Union as the exclusive bargaining agent for members of the Union employed by it to work at the said facilities, in respect of the functions described within this article for each such facility.

### **2.02 HAMILTONPLACE:**

Those employees employed by the Corporation and as supplied by the Union shall perform exclusively all functions necessary, as follows:

- (a) the "take-in", "set-up", "take-down" and "put-out" of all stage presentations and/or dress and technical rehearsals;
- (b) all construction, alterations, installation, maintenance and operation of stage, stage lighting and spotlight equipment, scenery, props, sound equipment and wardrobe;
- (c) all scenery properties, set pieces and all other effects, as shall be used in the various productions and attractions playing the Theatre-Auditorium, shall be constructed by employees supplied by a Stagehands Local of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada. This clause in certain circumstances at the discretion of both parties may be waived through written agreement.
- (d) all work pertaining to the setting up of orchestra stands and chairs for dress and technical rehearsals and/or performances;
- (e) the maintenance of the Theatre seating;
- (f) the maintenance of the lighting only in the actual presentation areas of the Theatre but shall not necessarily include duct or channel wiring, the installation and maintenance of electrical equipment, steel fabrication and construction of the stage house itself or those systems of 347 volts covered by the Theatre's lighting maintenance contract;
- (g) the maintenance of Theatre dressing rooms and rehearsal hall lighting shall be done where applicable;
- (h) the unloading and/or loading of trucks arriving at or leaving the Theatre which are transporting equipment and material related to a presentation in the Theatre, with the exception for events in the studio;
- (i) all this shall be performed exclusively by employees supplied by the Union and shall be governed by the conditions of work and rates of remuneration as set forth in the Agreement. It is agreed between the parties that the union's jurisdiction over projects involving capital improvements to the physical plant or facilities of the theatre shall be at the discretion of management. In the event of such capital improvement projects the

employer will consult with the union as soon as possible about the union's involvement, if any, in the project.

"Capital improvements" include major structural alterations or additions such as replacing the lighting system, replacing the sound system, total replacement of all seats, replacement of a stage, replacement of acoustical banners and other such work.

G) T.V., videotape, motion picture making and photography;

(i) When the Theatre Auditorium is used for television, videotape or motion picture making, within the areas covered by this Agreement, all regular and additional equipment required which is normally within the competence of the Union shall be handled by employees supplied by the Union. All such employees shall be paid by the television or motion picture production company concerned at the rates and under the terms and conditions established in the contract that exists between the Union or, in the absence of a signed contract, at the rates and under the terms and conditions established for such work by the Union. These rates, terms and conditions are included herein for the information of the Corporation.

If there is a significant change in the work associated with television, videotape, motion picture making and/or any electronic or mechanical means of broadcast reproduction in the areas covered by this Agreement, either party may use the provisions of Article 5 - Dispute Resolution to request change of pay and/or conditions of work.

(ii) The Union agrees that still photographers representing the daily newspaper media and the Public Relations Department of a licensee or the Theatre shall be allowed to take photographs in the Theatre for publicity purposes for the licensee's or Theatre's archives without restriction or additional costs. In addition to the foregoing, it shall also be possible to have film and television coverage of presentations at the Theatre for news purposes, or direct promotion of the Theatre for presentations, but the final product as presented for viewing by the public shall be no longer than two (2) minutes in length, and the camera person used during the recording shall be members of the Union and provided further that such film and television coverage shall not be permitted without the prior notification of the Union, approval for which shall not be unreasonably withheld. In the event that a television station does not have a collective bargaining contract with the Union, the Union agrees to permit recording by cameraperson of the station's news staff provided that the station presents to both parties a list of cameraperson employed for such recording.

(iii) Still photographers representing catalogue distributors, magazines and/or commercial book published or any agent where such picture(s) is/are taken to exploit an advertised product or where the applicable agent derives any compensation thereof, including the stage, shall be required to use employees as supplied by the Union for purposes of moving and setting up scenery, properties, furniture, drapes and/or lighting equipment which may be required in addition to existing equipment. Employees called for such work shall be remunerated at the prevailing hourly rates with a minimum call.

(iv) If a segment, portion, or an entire stage program is photographed, filmed, or videotaped by anyone representing catalogue distributors, magazines and/or commercial book publishers, as well as any film or television companies, or any

agent where such picture (s) is/are taken to exploit an advertised product or where the applicable agent derives any compensation thereof, then a fee shall be paid to each employee called on crew for that particular program equal to fifty (50) per cent of all monies earned by each employee during that performance/rehearsal call. Any work which may be required to be performed by employees before, during or after the program specifically for the photography, filming or video taping shall be in accordance with the rates stipulated in clause 2.02 G) (i).

- (v) Still photographers representing catalogue distributors, magazines and/or commercial book publishers, as well as film or television companies requiring the use of the stage before or after a stage program for purposes of posed shots or specifically staged excerpts then the three (3) Heads of Departments shall be retained in each Department of the working of scenery, properties, drapes, lights. etc. If the use of stage shall not be required, then only the Head of the Department necessary for the servicing of that photo call shall be retained. All such work shall be performed at the prevailing hourly rates with a minimum call.
- (vi) For clause 2.02 G), the Business Agent or his duly appointed representative shall be notified at least twenty-four (24) hours in advance of such situations.
- (vii) For community based events, the Employer will approach the Union to request relief. This relief will not be unreasonably withheld.

(k) Theatre Loaned, Leased or Sublet

When the Corporation leases, loans or sublets the Theatre or any part thereof, it agrees to pay for all work done by members of the Union if such work was authorized by the Corporation. No work function as outlined in Article 2 - Scope shall be contracted out by the Corporation.

2.03 HAMILTON CONVENTION CENTRE

- (a) It is acknowledged and accepted by the Union that most events held in the Hamilton Convention Centre are of a type which do not require work performed which normally comes within areas of jurisdiction applying to the Union.
- (b) The Union's areas of jurisdiction in the Hamilton Convention Centre shall be confined solely to work related to theatrical type of events and presentations, or other such related work as may be requested by the licensee or Corporation from time to time. The term "theatrical type of events and presentations" as used herein generally does not include: conventions, banquets, receptions, meetings, weddings, trade & consumer shows, sporting or athletic events and generally does not include musical or theatrical events which are directly related to the foregoing. In the event, however, that service with staging, lighting, or sound is required by the licensee or the corporation for any musical or theatrical event directly relating to a convention, banquet, reception, meeting, wedding, trade & consumer show, or sporting or athletic event, such work will be performed exclusively by the union. The corporation will endeavour to provide as much notice as possible of any requirement for service in these areas.
- (c) The jurisdiction of the Union in the Hamilton Convention Centre with respect to a theatrical type of event or presentation applies only to the extent specifically set out herein and no jurisdiction which is not specifically set out herein shall be inferred:

(i) Temporary Portable Staging

The Union has the right to set up, maintain or tear down for a theatrical type of event or presentation only, any temporary portable stage provided by the licensee.

The term "stage" as used herein does not include any stage, surface, platform, dance floor, head table owned by the Corporation or any of its agents, unless requested by the licensee or Corporation.

(ii) Temporary Lighting and Sound Equipment

The Union has the right to rig, set up or erect, maintain, operate, tear down, for a theatrical type of event or presentation only, any temporary lighting and sound equipment provided by the licensee. The terms "lighting and sound equipment" as used herein does not include:

- a. any of the permanent in-house lighting, and sound equipment owned by the Corporation or one of its agents in the Hamilton Convention Centre, whether fixed or moveable, unless requested by the licensee or Corporation;
- b. any portable lighting and/or sound control console provided by the licensee or the Corporation, unless requested by the licensee or Corporation.

NOTE: All electrical hook-ups of such equipment must be done by electricians fully licensed by the Province of Ontario and coordinated with the Manager of Building Operations.

(iii) Temporary Scenery Sets and Props

The Union has the right to rig, set up or erect, maintain or tear down for a theatrical type of event or presentation only, any temporary scenery sets and props provided by the licensee. The term "scenery sets and props" as used herein does not include any decorations, signage, display advertising, backdrop curtains owned by the licensee, Corporation or any of its agents in the Hamilton Convention Centre, unless requested by the licensee or Corporation.

(iv) Unloading/Loading Trucks

The Union has the right to assist with the unloading and/or loading of only those trucks arriving at or leaving the Hamilton Convention Centre which are transporting equipment and materials for a theatrical type of event or presentation in the Hamilton Convention Centre related only to the worked performed by the Union under Article 2.03 and shall not apply to any other trucks.

(v) The union shall do all maintenance to all in house theatrical lighting and sound equipment.

(vi) Head Table Lighting, Follow Spots, Projection Screens and Projectors

The Union has the right to rig, set up or erect, maintain or tear down for all events any head table lighting and follow spots.

The Union has the right to rig, set up or erect, maintain or tear down for all events projection screens and projectors when suspended from the ceiling structure.

(vii) Pipe and Draping

The set up and tear down of pipe and draping when performed by the Corporation insofar as it does not conflict with the jurisdiction and past practice of any other

Union signatory with the Corporation, or outside agency contracted by the licensee;

- (d) It is acknowledged and accepted that currently there are agreements between the Corporation and some other companies which cover some of the areas of Union jurisdiction outlined herein, and that both the Corporation and the Union will honour all such agreements until their termination; provided however, that new agreements will not be entered into which cover areas of Union jurisdiction outlined herein.
- (e) The Union has the right to assist with Wardrobe only as requested to do so by the Corporation.

#### 2.04 COPPS COLISEUM

The jurisdiction of the Union in Copps Coliseum applies only to the extent specifically set out herein and no jurisdiction which is not specifically set out herein shall be inferred:

- (a) Temporary Portable Stage Provided by Licensee:

The Union has the right to set up, maintain or tear down during an event any temporary portable stage provided by the licensee. Subject to clause 2.040), the term "stage" as used herein does not include:

- (i) any surface upon which a sporting or athletic event takes place;
- (ii) any stage owned by the Corporation, unless requested to do so by the Corporation.

- (b) Temporary Rigging Equipment:

The Union has the right to set up or erect, maintain, operate or tear down during an event temporary rigging equipment except that the Union shall not have the right to set up or erect, maintain, operate and tear down during an event temporary rigging equipment for a circus event unless requested to do so by the Corporation.

NOTE: The Corporation agrees to documented consultation with the Union with respect to any permanent rigging equipment installed in Copps Coliseum, particularly with respect to the safety aspect of such equipment.

- (c) Temporary Scenery Sets and Props:

The Union has the right to set up or erect, maintain or tear down during an event temporary scenery sets and props except that the Union shall not have the right to set up or erect, maintain or tear down during an event temporary scenery sets and props:

- (i) for consumer and trade show booths and displays, unless requested to do so by the Corporation;
- (ii) for circus events, unless requested to do so by the Corporation;
- (iii) for any sporting or athletic event, unless requested to do so by the Corporation.

- (d) Additional Temporary Special Lighting Effects Equipment:

The Union has the right to set up, tear down and operate during an event additional temporary special lighting effects equipment including spotlights provided by the Corporation and/or the licensee save and except that the Union shall not have the right to set up, tear down and operate:

- (i) any other permanent in-house lighting equipment in Copps Coliseum, whether fixed or moveable;
- (ii) any lighting equipment for consumer and trade show booths or displays, unless requested to do so by the Corporation;
- (iii) a portable lighting control console provided by the licensee or the Corporation, unless requested to do so by the Corporation;
- (iv) electrical hook-ups unless the Union employee performing such work is an electrician fully licensed by the Province of Ontario.

NOTE: All electrical hook-ups of such equipment by properly licensed electricians must be co-ordinated with the Manager of Building Operations.

(e) Additional Temporary Special Sound Equipment:

The Union has the right to set up, tear down and operate during an event additional temporary special sound equipment save and except that the Union shall not have the right to set up, tear down and operate:

- (i) any of the permanent in-house sound equipment in Copps Coliseum whether fixed or moveable, unless requested to do so by the Corporation;
- (ii) any sound equipment for consumer and trade show booths and displays, unless requested to do so by the Corporation;
- (iii) a portable sound control console provided by the licensee or the Corporation, unless requested to do so by the Corporation;
- (iv) electrical hook-ups unless the Union employee performing such work is an electrician fully licensed by the Province of Ontario.

NOTE;All electrical hook-ups of such equipment by properly licensed electricians must be co-ordinated with the Manager of Building Operations.

(f) Wardrobe:

The Union has the right to assist with Wardrobe only as requested to do so by the Corporation.

(g) Unloading/Loading Trucks:

The Union has the right to assist with the unloading and/or loading of only those trucks arriving at or leaving Copps Coliseum which are transporting event equipment and materials related to the work to be performed by the Union under Article 2.04 and shall not apply to any other deliveries.

The loaders required by the Corporation will only unload, load and handle the contents of the truck between the truck and Copps Coliseum and vice versa.

(h) Television, Video Tape, Motion Picture Making, Etc.:

- (i) When, in conjunction with an event in Copps Coliseum, a licensee of the Corporation wishes to visually reproduce an event or portion of an event by means of television, video tape, motion picture making or the recording by any mechanical or electronic means whatsoever of visual images for the purpose of reproducing same, such licensee will be required to use the Union to perform the work within the jurisdiction of the Union as set out in paragraphs (a), (b), (c), (d), (e), (f), and (g) of Article 2.04.

However, if to do so would result in a violation of another collective agreement or a jurisdictional dispute with another union causing "doubling up" of persons for some work functions, then the issue of "doubling up" shall be resolved through consultation between the Corporation, the Union, the licensee and the affected union; provided, however, that if there is a "doubling up" of persons for some work functions there will be no additional cost to the Corporation or Licensee nor will there be any financial penalty or premium paid by the Corporation or Licensee as a result of such "doubling up".

- (ii) The Union shall have no rights with respect to the visual reproduction of any sporting or athletic event or portion thereof by means of television, videotape, motion picture making or the recording by any mechanical or electronic means whatsoever of visual images for the purpose of reproducing same.
  - (iii) Notwithstanding the provisions of paragraph (h) (i) hereof, television, video tape and film coverage of events at Copps Coliseum for news purposes, or the direct promotion of Copps Coliseum events, is not within the jurisdiction of the Union so long as the final product which is presented for viewing by the public is no longer than two (2) minutes in length.
  - (iv) Where provisions relating to hours of work, overtime, breaks, and special allowances as enjoyed by any incoming production unit are different from those contained in this Agreement, the former shall prevail at the discretion of the licensee.
- (i) The Corporation agrees to consult with the Union on additional areas of jurisdiction that may develop within those set out in Article 2.04 herein due to technological change if the Union identifies a concern related to this issue.

G) Facility Attendants:

Except in respect of work that is historically performed by either another bargaining unit, a contracted service provider or a Licensee (as per past practice), the Facility Attendants employed by the Corporation and supplied by the Union shall have the exclusive right to the following work: set up or tear down any stage, surface, platform, dance floor, owned by the Corporation; ice deck removal and installation; concert chairs set-up and removal; arena board/glass removal and installation; divider drape removal and installation; beer garden set-up and tear down; portable seat removal and installation; assistance in preparation for hockey and other ice related events; necessary work in between periods and broken glass replacement; rubber mat placement; floor sweeping and washing; outside ground keeping (including snow removal); and general cleaning. Facility attendants called into work at HECFI will have the ability to work in all buildings under the same call-in.

### **ARTICLE 3: UNION SECURITY/EMPLOYMENT**

3.01 The provisions of this Article will govern Union security concerning work performed at each of the Corporation's three facilities.

3.02 ALL THREE FACILITIES:

- (a) Subject to the following, the Corporation agrees to employ only members in good standing or persons (hereinafter referred to as "employees"), supplied by the Union to perform the work specified in Article 2 - Scope.

- (b) The Union agrees to supply only competent persons to perform work as required by the Corporation in the areas defined in Article 2 - Scope and will co-operate to the fullest extent with the Corporation in furnishing the required number of workers at all times.
- (c) It is recognized that in the event that the Union shall in any specific instance be unable to supply employees as required by the Corporation in accordance with clause (b) above, the Corporation shall be at liberty to make such other arrangements for the occasion as it may deem advisable, and neither the Union nor the Corporation shall by reason thereof be considered in breach of this Agreement. The Corporation will attempt to give reasonable notice to the Union of its requirements having regard to the prevailing practices within the profession.
- (d) Cancellation of Performance or Event  

Should the Corporation or the licensee wish or find it necessary to cancel a scheduled performance, or an event for which Union employees within the scope of this Agreement were called, notice of such cancellation/postponement shall be given to the Business Agent/Representative of the Union not later than 9:00 a.m. for a matinee performance and not later than 12:00 noon for an evening performance, on the day of the cancelled performance. After the above stated time, employees so called shall be paid their minimum call rate.
- (e) The first person called to work in the Wardrobe Department under Article 2- Scope shall be paid the Wardrobe Person hourly rate.
- (f) All scenic items or costumes produced entirely by the Union shall bear the I.A.T.S.E. crest.

### 3.03 HAMILTON PLACE:

#### (a) **HIRING OF SPECIFIED EMPLOYEES**

The Corporation shall have the sole right to select for hiring, permanent employees, assistants and studio technicians, provided that, upon hiring, they shall become and remain members in good standing with the Union.

#### (b) **PERMANENT EMPLOYEES**

- (i) The Corporation agrees to select and employ, subject to the Corporation's sole determination, three (3) members supplied by the Union and they shall be employed in the positions of Head Carpenter, Head Lighting, and, Head Sound Technician for the term of this Agreement on a permanent basis. For each four week period of this Agreement, these individuals will be guaranteed an amount of pay, inclusive of any pay for vacation time, that is equal to 160 hours multiplied by the standard Head of Department rate found in Schedule A of this Agreement.
- (ii) In order to meet the weekly guarantee of hours contained in this clause, bargaining unit members may be required to perform duties for which they are qualified, in other HECFI facilities. The employee(s) affected will only be required to submit to this obligation to the extent that it does not contravene the provisions of the Employment Standards Act, regarding hours of work, or the "hiring hall" practices which may be in place at the other facilities.
- (iii) It is understood that these "hiring hall" practices are based on the concept of qualifications and seniority within each job classification. In order therefore, to

provide for the proper administration of this clause, the union shall supply the employer with a current copy of the seniority list in effect at the "hiring hall".

- (iv) The employee's regular wage rate shall apply regardless of the type of work performed or the facility in which the work is being performed.
- (v) Notice of vacancies shall be posted within sixty-five (65) working days of vacancy, in a prominent place in all departments, divisions and/or work locations. Applicants will have five (5) working days to apply for such vacancy. Date of posting shall be entered on the notice when it is posted. All necessary details relevant to the vacancy shall be included in the notice. In so far as it is practicable to do so the vacancy will be filled within thirty (30) working days of the end of the posting period.

**(c) ASSISTANTS**

- (i) The Corporation agrees to employ two (2) members supplied by the Union, in consultation with the Corporation and they shall be employed in the positions of Assistant Carpenter and Assistant Electrician, with the understanding that employees so selected will work as assistants in the two (2) departments as required. The Assistant Carpenter will assist in carpentry and/or properties; the Assistant electrician will assist in electric. In addition, the Assistant Electrician will replace the Head Electrician in his/her absence and the Assistant Carpenter will replace the Head Carpenter in his/her absence. When the Head Property Person is absent, a replacement will be supplied by the Union, if requested by the Corporation or otherwise required by this Agreement.
- (ii) The Assistant Theatre Maintenance, Assistant Carpenter and the Assistant Lighting Technician shall be guaranteed employment at the Assistant Rate in each contract year as follows: the dollar equivalent of one thousand and forty (1040) hours at the single hourly rate in each twelve (12) month period. Any hours worked in any HECFI facility in any capacity shall be credited towards the above-mentioned guarantee.

The employee's regular wage rate shall apply as a minimum regardless of the type of work performed or the facility in which the work is being performed.

Subject to the hiring hall practices outlined in Article 3.03(b)(ii) any hours of work up to a maximum of 40 hours in any weekly period including Sundays which are offered but turned down by the employee shall similarly be credited towards his/her guarantee.

- (iii) The Corporation agrees to the designation of one (1) member supplied by the Union, in consultation with the Corporation, to the position of Assistant Sound Technician with the understanding that the member so selected will be paid at the prevailing Assistant's rate of pay, when and if an Assistant Sound Technician is necessary. In addition, the Assistant Sound Technician will replace the Head Sound Technician in his/her absence, if requested by the Corporation.

The foregoing does not guarantee the member selected hours, days or weeks of employment.

**(d) STUDIO THEATRE/REHEARSAL HALL**

- (i) The Studio Theatre/Rehearsal Hall has been constructed for a multi-purpose use and shall function with the maximum amount of co-operation and understanding

between the parties to this Agreement. For all purposes and due to the experimental and unorthodox type of presentations in the Studio Theatre/Rehearsal Hall, the minimum crew for all presentations shall be one stage employee who shall be known as Studio Technician - Studio Theatre. Members who shall be called as required shall not work within defined departments but shall assist each other to fulfil the varying needs of the facility.

The remuneration shall be no less than the wage rates in Schedule "A" of this Agreement.

- (ii) The Corporation agrees to employ one (1) member of the Union as Studio Technician - Studio Theatre. The Studio Technician - Studio Theatre shall be paid at the Studio Technician rate for all work performed. It is further understood and agreed that the Studio Technician - Studio Theatre shall be available for work in the Great Hall or to perform other such duties as the Corporation may direct in any of its facilities when there is no activity in the Studio Theatre/Rehearsal Hall. Activities and responsibilities in the Studio Theatre/Rehearsal Hall will not necessarily take precedence over those in any other area within the Corporation's facilities. The Studio Technician shall be guaranteed employment at the dollar equivalent of one thousand and forty (1040) hours at the single hourly rate in each twelve- (12) month period. Any hours worked in any HECFI facility in any capacity shall be credited towards the above-mentioned guarantee. Subject to the hiring hall practices outlined in Article 3.03(b)(ii), any hours of work, including Sundays, which are offered but turned down by the employee shall similarly be credited towards his/her guarantee. The employee's regular wage rate shall apply regardless of the type of work performed or the facility in which the work is being performed,
- (iii) Notwithstanding the minimum staffing requirements above, upon request of the Corporation, the parties shall meet to negotiate, in good faith, a reduction in the members required, if any, and such requests shall not be unreasonable denied by the Union.

**(e) MINIMUM CREW IN GREAT HALL**

- (i) For presentations in the Great Hall, the minimum crew shall be:

Head Carpenter

Head Lighting

Head Sound Technician

Any additional crew will be determined by the Corporation in consultation with the Union.

NOTE: For children's shows and comic acts the employer may initiate discussions with the Union with a view to reducing the minimum crew if necessary, on a case-by-case basis. Any such reduction shall be by mutual agreement.

- (ii) For motion pictures, public videotape presentations and for slide presentations, the minimum crew required will be determined through the mutual agreement of the parties.

- (iii) Staging, blocking or brush-up rehearsals not requiring other than worklights may be held with only an electrician on call. Where more than worklights or the minimum amount of rehearsal props are required, other Heads of Departments shall be on call as well.
- (iv) Wardrobe employees shall be called in to work when costume maintenance is required and shall receive the Assistant Wardrobe Person rate.
- (v) The first employee called to work wardrobe under this Agreement shall be at the Wardrobe Person hourly rate and the second person at the Assistant Wardrobe Person hourly rate.
- (vi) Dresser(s) shall be employed as required by "Yellow Card" instructions for travelling shows and for other presentations as required and determined by mutual agreement except that the first person accompanying a presentation as dresser will normally be permitted to work and any additional dresser(s) shall be members of the Union.

**(f) SUPPLY STAGE CREW**

- (i) The Union shall supply the same crew for the Performance that worked the Rehearsal or First Performance if such Performances and Dress and Technical Rehearsals are scheduled consecutively within the normal workweek. Substitutions may be made for reasons of sickness or injury.
- (ii) The Union agrees that, when it finds it necessary to substitute employees during the run of any show, the Business Representative shall use great care and, with due regard to the effect on the show, shall consult the Corporation when making these substitutions.

**(g) TOURS (ROAD PRESENTATIONS PRODUCED FOR/ORBY THE CORPORATION AND ORIGINATING FROM HAMILTON PLACE THEATRE)**

In the event that the Corporation produces and tours a presentation, regardless of size, within or outside Canada, the Corporation shall employ Heads of Departments if equipment sets or properties of that Department are to be carried with the presentation. The people so employed shall be members in good standing of the Union and shall tour with the presentation as Road person under an International Travelling Contract. Members of Local 129 shall be given first consideration.

**3.04 HAMILTON CONVENTION CENTRE:**

- (a) For events having multiple Dress or Technical Rehearsals/Performances, the Union shall supply the same employees for each Dress or Technical Rehearsal/Performance, if requested to do so by the Corporation or licensee.  
  
Substitutions may be made for reasons of sickness or injury. The Union agrees that when it finds it necessary to substitute employees during multiple Dress or Technical Rehearsals/Performances of an event, that the Business Representative of the Union shall use great care and with due regard to the effect on the event when making such substitutions. Further, the Union shall consult with the Corporation and licensee when making such substitutions.
- (b) The work to be performed by the Union employees in The Hamilton Convention Centre will normally require only one (1) Head Person. The parties hereto recognize that in

special circumstances and after the consultation referred to in Article 4.04 hereof the Corporation may require and request more than one (1) Head Person.

3.05 COPPS COLISEUM:

- (a) For events having multiple Dress or Technical Rehearsals/Performances, the Union shall supply the same employees for each Dress or Technical Rehearsal/Performance, if requested to do so by the Corporation or licensee.

Substitutions may be made for reasons of sickness or injury. The Union agrees that when it finds it necessary to substitute employees during multiple Dress or Technical Rehearsals/Performances of an event, that the Business Representative of the Union shall use great care and with due regard to the effect on the event when making such substitutions. Further, the Union shall consult with the Corporation and licensee when making such substitutions.

- (b) The work to be performed by the Union employees in Copps Coliseum will normally require only one (1) Head Person. The parties hereto recognize that in special circumstances and after the consultation referred to in Article 4.04 hereof the Corporation may require and request more than one (1) Head Person.

#### **ARTICLE 4: MANAGEMENT RIGHTS**

- 4.01 The Union recognizes that the management of HECFI, the control of its properties and the maintenance of order on its premises, are solely the responsibility of the Corporation.
- 4.02 It is recognized that the Corporation has the following rights: the selection, direction and determination of the size of its work force other than when Article 3.03(±), applies, including the right to hire, to dismiss or discipline for proper cause; to determine the timing, requirements and methods of work; to determine job qualifications; to make such rules and regulations as may be deemed necessary for the conduct and management of HECFI.
- 4.03 The rights referred to in Clauses 4.01 and 4.02 above, shall be exercised subject to the terms of this Agreement.
- 4.04 The number of employees required in the workforce by the Corporation for a performance or event, and their respective assignments and responsibilities, will be determined by the Corporation after consultation with the Union and the Licensee, if applicable.
- 4.05 The Corporation, subject to notice of not less than forty-eight (48) hours being given to the Union, may request a replacement for any employee who has completed eight (8) hours of work in a day. Such request shall not be withheld by the Union, except for reasons of safety. However, at Copps and the Convention Centre the Corporation agrees to limit the request for a change of crew to employees other than Department Heads.
- 4.06 All employees are required to make the necessary arrangements to receive their pay via direct deposit. All hires must have completed hiring packages (which include a PCN, TDI, Direct Deposit Form, Union Dues Authorization Form, Employee Personal Information Form) and receive the standard policies in said hiring packages prior to arrival at the worksite.
- 4.07 Incompetence/Dishonesty //Neglect/Etc.

The Corporation may refuse to employ and may demand a replacement for any employee who is dishonest, incompetent, or who reports for duty under the influence of drugs or alcohol, or brings into the Employer's premises, any intoxicating beverage or drugs, or by abuse of Employees' passes; or has unsatisfactory attendance or punctuality after being duly warned, causes an accident through carelessness, negligence or disregard of ordinary safety precautions, shall conclusively be deemed to be sufficient cause for the dismissal of an Employee. Nothing herein contained shall prevent an Employee from taking a discharge case through the Grievance procedure to determine whether or not the act complained of was committed.

## **ARTICLE 5: DISPUTE RESOLUTION**

- 5.01 A grievance shall be defined as a difference between the parties arising from the interpretation, application, administration, or alleged violation of this Agreement, and which has been submitted by one party to the other in writing. All grievances shall specify the nature of the grievance and the section or sections allegedly violated.
- 5.02 In order to ensure that any differences between the parties are remedied as expeditiously as possible the parties agree they shall attempt to resolve issues through an informal complaint process prior to filing written grievances, within five (5) working days of the circumstances giving rise to the grievance.
- 5.03 Subject to Article 5.04, in the event that an issue remains unresolved after expiry of the five (5) working day period reserved for the informal complaint process, the parties agree that the following procedure for submitting and dealing with grievances shall be adhered to by both parties, provided that any of the time limits imposed herein may be extended by mutual consent:
- (a) All grievances shall be signed by the grievor and a Union official, and shall be assigned a unique grievance tracking number.
  - (b) Step One: All grievances shall be submitted to the Manager of Human Resources or his/her designate within fifteen (15) working days of the circumstances giving rise to the grievance.
  - (c) The Manager of Human Resources or his/her designate shall, where practicable, meet with the grievor and a Union official within fifteen (15) working days of the receipt of the grievance.
  - (d) The Manager of Human Resources or his/her designate will issue a response in writing to the Union within ten (10) working days of the above meeting. In the event the Manager of Human Resources or his/her designate denies the grievance, he/she shall state the reasons in writing.
  - (e) Step Two: Failing a satisfactory resolution at Step One the Union may re-submit the grievance to the Chief Executive Officer within ten (10) working days of receipt by it of the Corporation's Step One response.
  - (f) The Chief Executive Officer or his/her designate shall, where practicable, meet with the grievor and a Union official within fifteen (15) working days of receipt of the re-submitted grievance.

- (g) The Chief Executive Officer or his/her designate will issue a response in writing to the Union within ten (10) working days of the above meeting. In the event the Chief Executive Officer or his/her designate denies the grievance, he/she shall state the reasons in writing.
  - (h) Where a satisfactory settlement of a matter in dispute is not reached, the said matter may be referred to Arbitration under the provisions of this Article within thirty (30) calendar days of the issuance of the Step Two written reasons for denial.
  - (i) Arbitration shall be presided by a single arbitrator, to be selected by mutual agreement of the parties, for the purpose of resolving the grievance in an expeditious and informed manner.
- 5.04 The following categories of grievances shall proceed immediately to Step Two, and the provisions of Article 5.03 shall be treated as modified having regard to the circumstances:
- (a) grievances involving questions of general application of or interpretation of the provisions of this agreement;
  - (b) group grievances;
  - (c) grievances concerning the suspension or dismissal of any Union member or group of Union members;
  - (d) grievances concerning discrimination, harassment, terminations, lay offs, and recalls; and
  - (e) management grievances initiated by the Corporation.
- 5.05 In the case of a group grievance or a number of grievances arising from a common complaint, the union will select one or two members as representatives of all the affected members at any and all hearings held in conjunction with the grievance or grievances.
- 5.06 Any grievance that has been referred to arbitration may, by agreement of the parties, be referred to mediation or to mediation/arbitration. The mediator shall be selected by mutual agreement of the parties.
- 5.07 Where a grievance has been submitted to mediation/arbitration, the mediator/arbitrator shall endeavour to assist the parties to settle the grievance by mediation. If the parties are unable to settle the grievance by mediation, the mediator/arbitrator shall determine the grievance by arbitration. When determining the grievance by arbitration, the mediator/arbitrator may establish or limit the nature, extent, and form of the evidence and may impose such conditions as he/she considers appropriate. The mediator/arbitrator shall give a succinct decision within five (5) days after completion of the hearing, including submissions, unless the parties agree otherwise.
- 5.08 All expenses incurred for arbitration, mediation and/or mediation/arbitration shall be shared equally by the Corporation and the Union, and the parties shall bear their own costs of participation therein.
- 5.09 The arbitrator shall not have authority to alter or change any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof.
- 5.10 The decision of the arbitrator appointed pursuant to this Article is final and binding on the Corporation, the Union and any employee affected thereby.

- 5.11 The time limits and other procedural requirements set out in this Article are mandatory and not merely directory, and no matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure within the times specified. The provisions of this clause shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing, signed by both parties.

## **ARTICLE 6: STRIKES AND LOCKOUTS**

- 6.01 The Union undertakes and agrees that while this Agreement is in operation neither the Union nor any employees shall take part in or call or encourage any strike, picketing, sitdown, slowdown, or any suspension of or stoppage of or interference with work or production which shall in any way affect the operation of the Corporation and that there shall be no sympathy strikes or secondary boycotts.
- 6.02 The Corporation undertakes and agrees that while this Agreement is in operation it will not cause, engage or permit a lockout at any of the three Facilities.
- 6.03 The word "strike" and the word "lockout" shall be deemed to have the meaning given these words in the Labour Relations Act, Ontario, R.S.O. 1990, Chapter L.2. as amended.

## **ARTICLE 7: HOURS OF WORK**

### **7.01 ALL THREE FACILITIES:**

- (a) For the purposes of pay computation a Dress/Technical Rehearsal will be the same as a Performance with regards to rates and hours.
- (b) .Performance Call - For Permanent Employees, a performance call is defined as the time beginning three quarters of an hour prior to the performance and ending one quarter hour following the final curtain and shall not exceed four (4) hours in duration. For all employees other than permanent employees working the Performance and/or Dress or Technical Rehearsal, the Performance shall not exceed three and one-half (3 1/2) hours in duration beginning at one-half (1/2) hour before the start of the Performance and ending at the time of the final curtain.
- (c) Continuity work following a performance: For the purposes of continuity work following a performance, during a multi-performance run requiring work after final curtain. A post-show continuity call can run no longer than thirty (30) minutes beginning at final curtain and will be paid at the regular hourly rate. For permanent employees this clause is effective for thirty (30) minutes after their performance call (i.e., fifteen (15) minutes after curtain). Continuity work includes but is not limited to, Laundry collection, Photo calls, Props/Scenery resets, Mopping) post show continuity calls are not applicable on a load out of a production.
- (d) Work Outside of and Relating to the Performance Call - The Employer shall be entitled to require employees to work one (1) hour prior to and/or one (1) hour following the performance call, except on the day of take-out. Such time shall be paid at the prevailing hourly rate.

- (e) Children's Programming - The Union agrees that, when two or more Performances of Children's Programmes fall within a five (5) hour period only one Performance call shall apply. *This Performance call shall be paid at four (4) hours plus (1) regular hour. This Performance call shall be paid at four (4) hours plus (1) regular hour.* This shall apply to all employees working the production. Any time accrued after five (5) hours, without a break, will be paid at two (2) times the hourly rate.
- (f) No Pyramiding of Overtime - In no case shall overtime accrue on overtime or premium time.
- (g) Work Bridging Two Days - If a period of work carries over into the following day, payment while at work continues at appropriate rates of pay based on the number of hours worked until an eight (8) hour break is provided.
- (h) Work Week and Day-The work week shall begin and end on Monday at 8:00 a.m. For the purposes of this Agreement a "day" is defined as the time period starting at 8:00 a.m. on any day through to 8:00 a.m. the next following day (24 hours), including designated statutory holidays in Article 8 - Statutory Holidays.
- (i) For all Performances and/or Dress and Technical Rehearsals the Basic Performance Rate shall be paid.
- G) Except in the case of Permanent employees, for all regular Performances, Dress and Technical Rehearsals worked during the hours of a Statutory Holiday as defined in this agreement, one and one-half (1 1/2) times the Basic Performance rate shall be paid.
- (k) All Performance and/or Dress and Technical Rehearsals starting after 11 :00 PM shall be paid for at one and one-half (1 1/2) times the Basic Performance Rate.
- (l) Breaks/Meal Breaks
  - (i) A minimum break of eight (8) hours shall be given to a Union employee after the conclusion of a day's work and before the Union employee resumes work again, except in cases of emergency.
  - (ii) From the "take-in" call for a Television, Videotape or Motion Picture project and until the "take-out" is completed, there will be a minimum of a eight (8) hour rest break at the conclusion of a day's work - a working day not to exceed fourteen (14) hours excluding meal breaks - and before the work is resumed again, except in case of emergency, which shall be determined after consultation between the Corporation, the Union and the licensee.
  - (iii) At the conclusion of the "take-out" for a Television, Videotape or Motion Picture project, a minimum eight (8) hours rest break shall be given for in-coming presentations.
  - (iv) A meal break of one (1) hour without pay shall be given to a Union employee after a maximum of five (5) hours of continuous work.
  - (v) In the event of an emergency, which shall be determined after consultation between the Corporation, the Union and the licensee, when a Union employee is required to work more than five (5) continuous hours without a break, a reasonable meal and beverage shall be provided to such Union employee by the Corporation and at no cost to the Union employee.
  - (vi) Union employees shall be provided a reasonable meal and beverage at no cost to the Union employee when a Performance of a presentation takes place with less

than one (1) hour between the end of one **(1)** Performance and the Performance call for the next performance.

7.02 HAMILTON PLACE:

(a) **COMPUTATION OF TIME**

Time shall be computed to the next whole hour for pay purposes. Each Head of Department shall record the time worked by employees on time sheets provided by the Corporation.

(b) **BASIC HOURLY RATE-OVERTIMERATE**

- (i) Subject to clause 7.01(f), for Permanent Employees, overtime shall be paid for all hours worked in excess of 160 hours in a four (4) week period. The parties agree that this shall constitute an overtime averaging agreement for the purposes of the Employment Standards Act, Sec. 22.
- (ii) Subject to clause 7.01(f), for employees other than Permanent Employees, overtime shall be paid for all hours worked in excess of 44 hours in a one (1) week period.
- (iii) For work performed between the hours 8:00 a.m. and 7:00 p.m. Monday to Sunday, the Basic Hourly Rate shall be paid.
- (iv) For all work performed, on an hourly basis, between the hours of 7:00 p.m. and 8:00 a.m. of the following day, Monday to Sunday, one and one-half (1 1/2) times the Basic Hourly Rate shall be paid except as hereinafter provided.
- (v) For any work, after 8 hours between the hours of 8AM and 7PM, would be paid at a rate of time and a half, with the exception of Children and Family shows, provided that the hours worked on said shows accumulate to a maximum of six hours. For greater clarity, these hours apply only to performance and rehearsal calls.
- (vi) For all permanent employees who work during the hours of a Statutory Holiday as outlined in this agreement, one and one-half (1 1/2) times the Basic Hourly Rate shall be paid plus a day off with pay at basic rates, in lieu of the Statutory Holiday worked, shall be given at a time mutually agreeable to both parties.
- (vii) For all construction work done between the hours of 8:00 AM and 5:00 PM Monday to Sunday, the Basic Construction Rate shall be paid.
- (viii) For all construction work done between the hours of 5:00 PM and 8:00 AM of the following day, Monday to Sunday, one and one-half (1 1/2) times the Basic Construction Rate shall be paid.
- (ix) For all construction work done between the hours of a statutory Holiday as defined in this Agreement two (2) times the Basic Construction Rate shall be paid.
- (x) For all permanent employees who work one or more Performances, Dress or Technical Rehearsals, during the hours of a Statutory Holiday as defined in this Agreement, one and one-half (1 1/2) times the Basic Performance Rate shall be paid plus a day off with pay in lieu of the worked Statutory Holiday shall be given

a time mutually agreeable to both parties. Only one lieu day shall be claimed for each Statutory Holiday worked.

- (xi) No more than eight (8) Performances and/or Dress and Technical Rehearsals shall be worked by a permanent employee in any forty (40) hour week. Any Performances and/or Dress and Technical Rehearsals in excess of eight (8) shall be paid for at the prevailing rate in addition to the Basic Weekly Salary. If the dollar equivalent of forty (40) hours times the single hour rate for any permanent employee has not been earned, the difference is due the Corporation if additional work is required.
- (xii) An intrusion into an eight (8) hour rest break shall be paid for at the previous prevailing rate plus a premium of one-half (1/2) hours pay per hour at the normal regular rate except for conditions prevailing under Clause 7.02(b)(vi). After the hours of intrusion and the rest break of a total of eight (8) hours, normal rates shall prevail.
- (xiii) An intrusion into an eight (8) hour rest break immediately prior to the take-in of a Television Videotape or Motion Picture project shall be paid for at the Television rate except for conditions prevailing under Clause 7.02(b)(vi). After the hours of intrusion and the balance of the eight (8) hour rest break, normal Television rates of pay prevail.
- (xiv) An intrusion into an eight (8) hour rest break during a Television, Videotape or Motion Picture Project shall be paid at double the normal regular Television rate until an eight (8) hour rest break has been given.
- (xv) At the conclusion of the take-out for Television, Videotape or Motion Picture Project, a minimum eight (8) hour rest break shall be given as outlined in 7.02(b)(xv) for in-corning theatrical projects.
- (xvi) Any regular Performances, Dress or Technical Rehearsals in excess of three (3) in any one day shall be paid at twice the rate prevailing on such day but, in no event, shall any Performances, Dress or Technical Rehearsals in excess of three (3) be paid at more than three times the regular rate.
- (xvii) Time in excess of that stipulated for the duration of a Performance and/or Dress and Technical Rehearsal shall be paid for at the prevailing hourly rate.

**(c) MINIMUM CALL**

- (i) Four (4) hours shall constitute the minimum call for all work other than that specified in this agreement, except Performances Dress and Technical Rehearsals and as noted in the following.
- (ii) If the "taking-in" and/or "setting-up" is performed during the one and half (1.5) hours immediately preceding the Performance, Dress or Technical Rehearsal call, then there is no minimum for those employees working that Performance, Dress or Technical Rehearsal and that hour and one half (1.5) shall be paid at the prevailing rate.
- (iii) If the "taking-down" and/or "putting-out" is performed within the two (2) hours after the Performance, Dress or Technical Rehearsal, then there is no minimum for those employees who worked the Performance, Dress or Technical Rehearsal and the hour(s) shall be paid at the prevailing rate.

- (iv) Wardrobe take-out is concluded when all wardrobe equipment is prepared for loading.

**(d) UNLOADING/LOADING TRUCKS**

- (i) The unloading and/or loading of trucks shall be done only by employees under a separate minimum call. It is understood and agreed that this work pertains only to the unloading and/or loading of trucks carrying equipment and materials related to a presentation in the Theatre.
- (ii) Truck unloader/loaders for a travelling production/presentation shall receive a minimum three (3) hours call at the prevailing rate. There shall be two (2) employees employed to unload and/or load the trucks unless otherwise mutually agreed by the Corporation and the Union.
- (iii) At no time shall employees called to work on the premises be used for the purpose of loading and/or unloading vehicles, unless a separate call is made for this purpose.
- (iv) The above shall not apply to local delivery.

**(e) MINIMUM CALL FOR CHANGEOVER**

The minimum call for changeover between the Performances and/or Dress and Technical Rehearsals shall be four (4) hours for extra employees called in for this purpose and three (3) hours for those stage employees working the Performance and/or Dress and Technical Rehearsals.

**(f) PORTABLE ELECTRIC SWITCHBOARDS**

When a portable electric switchboard or sound control console is used as part of a production, an operator shall be employed for the switchboard or sound control console, unless it is in charge of a travelling electrician or sound technician and the operator shall be paid at the rates as established in the Agreement.

If the switchboard or sound control is part of a travelling production and requires an operator, then the remuneration for such operator shall be paid at the Head of Department rate.

**(g) WORKING COSTUME**

When the Corporation requires a Union employee to perform work in a costume "related to the event" and supplied by the Licensee, then that individual shall be paid an additional sum equal to one (1) hour's pay at the basic hourly rate for each occasion so worked in said costume.

**(h) MOPPING CALLS**

All mopping calls shall constitute a separate one (1) hour call prior to the Dress or Technical Rehearsal/Performance call. Two (2) employees, one (1) of whom shall be an electrician, shall be the minimum requirement.

**(i) PERFORMANCE AND LECTURE RATES**

The Performance Rate shall apply to all productions and concerts. Lectures, meeting, motion picture, public videotaping and slide presentations shall be paid for at the prevailing hourly rate on a minimum call.

(a) **MINIMUM CALL**

- (i) Three (3) hours shall constitute the Minimum Call for all work performed other than for Dress or Technical Rehearsals/Performances in which the Minimum Call shall be four (4) hours.
- (ii) If there is a disruption in the continuous work of more than one (1) hour, then when the work resumes it will be considered as a new call subject to Minimum Call.

(b) **COMPUTATION OF TIME**

- (i) Time shall be computed to the next nearest half of an hour for pay purposes.
- (ii) The Head Person(s) shall record the time worked by the Union employees on proper time sheets provided by the Corporation.

(c) **DETERMINATION OF PAYMENT FOR WORK PERFORMED**

- (i) Where two (2) fashion shows of not more than one hour duration fall within a four (4) hour period, they shall be considered one performance call. This includes forty-five (45) minutes prior to the first performance for the Head, and half hour (1/2) for all others.
- (ii) The number of hours of work performed by a Union employee during a day are cumulative, and for this purpose a Dress or Technical Rehearsal/Performance shall be considered a minimum of four (4) hours.
- (iii) If a period of work carries over into the following day, payment while at work continues at appropriate rates of pay based on the number of hours worked until an eight (8) hour break is provided.
- (iv) For work performed during a day other than during a Dress or Technical Rehearsal/Performance, the following rates shall be paid:
  - a. for the first eight (8) hours, the Basic Hourly Rate;
  - b. for the hours of work performed beyond eight (8) hours up to thirteen (13) hours, one and one-half (1 1/2) times the Basic Hourly Rate;
  - c. for the hours of work performed beyond thirteen (13) hours, two (2) times the Basic Hourly Rate.
- (v) For work performed during a Dress or Technical Rehearsal/Performance, the following rates shall be paid:
  - a. the Basic Performance Rate;
  - b. if the Dress or Technical Rehearsal/Performance time period exceeds three and one-half (3 1/2) hours, one and one-half (1 1/2) times the Basic Hourly Rate for the time beyond three and one-half (3 1/2) hours;
  - c. for a Dress or Technical Rehearsal/Performance beyond three (3) during a day, one and one-half (1 1/2) times the Basic Performance Rate.

7.04 **COPPS COLISEUM:**

(a) **MINIMUM CALL**

- (i) Four (4) hours shall constitute the Minimum Call for all work performed other than the unloading and loading of trucks in which the Minimum Call for unloading and loading trucks is three (3) hours, and a Mopping Call which shall constitute a separate one (1) hour call prior to a Dress or Technical Rehearsal/Performance, or

a spotlight call for permanent tenants which shall constitute a flat rate equal to one and one half (1 1/2) hour's pay at the special operator's rate, and shall not exceed an hour and one-half in duration.

- (ii) If there is a disruption in the continuous work of more than one (1) hour, then when the work resumes it will be considered as a new call subject to Minimum Call.

**(b) COMPUTATION OF TIME**

- (i) Time shall be computed to the next nearest half of an hour for pay purposes.
- (ii) The Head Person(s) shall record the time worked by the Union employees on proper time sheets provided by the Corporation.

**(c) DETERMINATION OF PAYMENT FOR WORK PERFORMED**

- (i) The number of hours of work performed by a Union employee during a day are cumulative, and for this purpose a Dress Rehearsal/Performance shall be considered a minimum of four (4) hours.
- (ii) If a period of work carries over into the following day, payment while at work continues at appropriate rates of pay based on the number of hours worked until an eight (8) hour break is provided.
- (iii) For work performed during a day other than during a Dress or Technical Rehearsal/Performance, the following rates shall be paid:
  - a. for the first eight (8) hours, the Basic Hourly Rate;
  - b. for the hours of work performed beyond eight (8) hours up to thirteen (13) hours, one and one-half (1 1/2) times the Basic Hourly Rate;
  - c. for the hours of work performed beyond thirteen (13) hours, two (2) times the Basic Hourly Rate.
- (iv) For work performed during a Dress or Technical Rehearsal/Performance, the following rates shall be paid:
  - a. the Basic Performance Rate;
  - b. if the Dress or Technical Rehearsal/Performance time period exceeds three and one-half (3 1/2) hours, one and one-half (1 1/2) times the Basic Hourly Rate for the time beyond three and one-half (3 1/2) hours;
  - c. for a Dress or Technical Rehearsal/Performance beyond three (3) during a day, one and one-half (1 1/2) times the Basic Performance Rate.

**(d) WORKIN COSTUME**

When the Corporation requires a Union employee to perform work in a costume "related to the event" and supplied by the Licensee, then that individual shall be paid an additional sum equal to one (1) hour's pay at the basic hourly rate for each occasion so worked in said costume.

**ARTICLE 8: STATUTORY HOLIDAYS**

**8.01 ALL THREE FACILITIES:**

- (a) The following holidays shall be defined as Statutory Holidays for the purpose of this Agreement:

New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day

Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

- (b) Where any Statutory Holiday falls on a Sunday, the next regular time day shall be defined as the Statutory Holiday for the purpose of this Agreement.
- (c) Any legislated new Holiday established by either of the two senior levels of Government other than the above will automatically be included under the terms of this Article.
- (d) It is agreed that no work will be performed on December 25 without the prior written approval of the Union.
- (e) An employee other than a Permanent Employee who has worked at least 12 days during the 28 calendar days immediately preceding a Statutory Holiday will be paid holiday pay for such holiday when the holiday is not worked, equal to 8 hours pay at the employee's normal rate. Qualifying days are cumulative among all three Facilities.

#### 8.02 HAMILTON CONVENTION CENTRE:

- (a) For work performed during a statutory holiday other than during a Dress or Technical Rehearsal/Performance, the following rates shall be paid:
  - (i) for the first twelve (12) hours, one and one-half (1 1/2) times the Basic Hourly Rate;
  - (ii) beyond twelve (12) hours, two (2) times the Basic Hourly Rate.
- (b) For work performed during a Dress or Technical Rehearsal/Performance on a statutory holiday, the following rates shall be paid:
  - (i) one and one-half (1 1/2) times the Basic Performance Rate;
  - (ii) if the Dress or Technical Rehearsal/Performance time period exceeds three and one-half (3 1/2) hours, one and one-half (1 1/2) times the Basic Hourly Rate for the time beyond three and one-half (3 1/2) hours;
  - (iii) if a Dress or Technical Rehearsal/Performance starts after 11 :00 p.m., two (2) times the Basic Performance Rate;
  - (iv) for a Dress or Technical Rehearsal/Performance beyond three (3) on a statutory holiday, two (2) times the Basic Performance Rate.

#### 8.03 COPPS COLISEUM:

- (a) For work performed during a statutory holiday other than during a Dress or Technical Rehearsal/Performance, the following rates shall be paid:
  - (i) for the first twelve (12) hours, one and one-half (1 1/2) times the Basic Hourly Rate;
  - (ii) beyond twelve (12) hours, two (2) times the Basic Hourly Rate.
- (b) For work performed during a Dress or Technical Rehearsal/Performance on a statutory holiday, the following rates shall be paid:

- (i) one and one-half (1 1/2) times the Basic Performance Rate;
- (ii) if the Dress or Technical Rehearsal/Performance time period exceeds three and one-half (3 1/2) hours, one and one-half (1 1/2) times the Basic Hourly Rate for the time beyond three and one-half (3 1/2) hours;
- (iii) if a Dress or Technical Rehearsal/Performance starts after 11 :00 p.m., two (2) times the Basic Performance Rate;
- (iv) for a Dress or Technical Rehearsal/Performance beyond three (3) on a statutory holiday, two (2) times the Basic Performance Rate.

## **ARTICLE 9: RATES OF PAY AND BENEFITS**

### 9.01 ALL EMPLOYEES

- (a) Rates of Pay See Schedule "A"
- (b) Payment Schedule: The Corporation agrees to pay employees covered by this Agreement amounts no less than those in Schedule A. They also agree to make payment bi-weekly on Friday, for the work period ended on the preceding Monday at the work day start time for the applicable Facility. The day of the week on which employees are paid may be changed by the Employer with thirty (30) days notice to the Union. The Employer will inform the Union of the reason necessary for the change.

### 9.02 PERMANENT EMPLOYEES

#### (a) Vacation Entitlement

- (i) All permanent employees shall receive five (5) weeks vacation at a time or times mutually agreeable effective January 1 in each calendar year. Vacation entitlement shall be pro-rated based on the start date or end date of the employee.

All employees are expected and encouraged to take their vacation during the current year. However, it is understood that special circumstances may develop which would make it desirable for an employee to carry over up to one year's vacation entitlement to the immediately following year. Requests to carry over vacation must be submitted in writing no later than September 1 in any year and will be subject to the approval of the Director of Entertainment withheld.

- (ii) All permanent employees shall be paid 10% vacation pay on all overtime earnings each year during the term of this agreement

#### (b) Ontario Municipal Employees Retirement System ("OMERS")

Permanent employees shall be eligible for membership in OMERS. Such membership shall be in accordance with the *Ontario Municipal Retirement System Act* and the regulations for membership established by the Corporation and The City of Hamilton.

#### (c) RRSP

- (i) Since payments under clause 9.02 (b) above are limited to weekly guarantees only, the Corporation shall contribute an additional 7% of all overtime earnings to the Retirement Savings Plan of the Union known as the Retirement Savings Plan of Local 129 of the Union for all permanent employees.

- (ii) The Corporation shall deduct from all permanent employees an amount equal to 7% of each permanent employee's overtime earnings for Retirement Savings purposes.
  - (iii) The Corporation and the Union may modify the percentages referred to in this sub-article in recognition of the tax consequences of the involvement in both a registered pension plan and a registered retirement savings plan. Any reduction mutually agreed to must result in an increased benefit under this sub-article at no net cost to the Corporation.
  - (iv) The deductions and contributions referred to within this sub-article shall be remitted monthly by separate cheque payable to "I.A.T.S.E. Local 129" and noted "RRSP", with a breakdown of contributions per member and sent to the Trustee of the funds as designated by the Union
- (d) Group Life, Extended Medical and Dental Coverage
- (i) The Corporation shall pay the full cost of the premiums of a group life insurance plan for all permanent employees. Benefits under the plan shall equal one and one-half (1 1/2) times the employee's annual basic wage to the nearest one thousand dollars.
  - (ii) The Corporation shall pay the full cost of the premium of the Extended Medical Plan, including semi-private coverage and drugs, for all permanent employees as provided for in the Group Accident and Sickness Policy or the cost of premiums for a similar extended medical plan that provides comparable coverage.
  - (iii) The Corporation shall pay the full cost of premiums for permanent employees for membership in the Dental Plan.
  - (iv) A former permanent employee who:
    - a. retired from the Employer under the OMERS 90 factor, or,
    - b. retired from the Employer on an early OMERS pension, is between the ages of 55 and 65, and, at the date of their retirement had ten (10) continuous years of employment with the Employer, or,
    - c. was terminated after June 30, 1999 for non-disciplinary reasons, while in receipt of LTD benefits; is eligible for the following benefits:
      - Extended Medical Plan
      - Dental Plan
      - Life Insurance in the amount of one and one-half (1 1/2) times their annual salary at the time of their retirement or termination, rounded to the nearest one thousand dollars
- subject to the conditions that,
- 1. these benefits will only be provided if similar coverage is not available to the former employee from another source; and,
  - 11. these benefits will terminate on the last day of the month in which the former employee attains the age of 65 years; and,
  - m. these benefits terminate upon the death of the former employee; and,
  - iv. in the case of a former employee terminated as per Article 9.02(d)(iv)c. above, while on LTD benefits, these benefits terminate at the same time as their LTD benefits, pursuant to the claim which was active at the time of their termination; and,
  - v. benefits will be provided in accordance with the terms of the Plans as they

exist from time to time.

(e) Permanent Employees Who Work After Attaining the Age of 65

Subject to future amendments to the Ontario Human Rights Code, the following provisions regarding benefits will apply to permanent employees who work after having attained the age of 65:

- (i) Permanent employees who would otherwise qualify for full benefits will receive:
  - a. in respect of any regular OMERS contributions that the employee is permitted or required to make and does make, the employer's corresponding contribution;
  - b. subject to clause (iii), prescription drug benefits for drugs other than those ordinarily covered by the Ontario Drug Benefit Plan or any successor thereto; and
  - c. Extended Health Benefits (other than for prescription drugs), Dental Benefits and STD benefits.
- (ii) Permanent employees who would otherwise qualify for full benefits will not receive:
  - a. other than the above-mentioned STD benefits, any form of life, dismemberment or disability insurance that would otherwise be provided or made available, including, without limitation, Long Term Disability benefits, Basic Life Insurance, Optional Life Insurance, Dependants' Life Insurance and Accidental Death and Dismemberment benefits; and
  - b. subject to clause (iii), prescription drug benefits for drugs ordinarily covered by the Ontario Drug Benefit Plan or any successor thereto.
- (iii) In the event that the Ontario Drug Benefit Plan or any successor thereto is amended such that Permanent employees who have attained the age of 65 are, or may become ineligible, to receive prescription drug benefits under that Plan in certain circumstances, the employer and the union will consider whether it is necessary or appropriate to amend the provisions of sub-clauses (i) b. and (ii) b., and if so, they will negotiate alternate provisions respecting prescription drug benefits that do not result in a greater overall cost to the employer than would have been incurred in the absence of such amendments.

(f) OHIP Premiums

The Corporation shall pay the full cost of premiums for OHIP for all permanent employees.

(g) Income Protection Plan

The employer shall pay the full cost of the premium for the Income Protection Plan as follows:

- (i) Short Term Disability Income Protection and the provisions of the Sick Leave By-law as amended to date shall continue as modified by the Income Protection Plan.
- (ii) Long Term Disability Income Protection ..
- (iii) The employer will provide bridging of Workers' Compensation benefits identical to those provided to other city employees.

(h) Bereavement Leave

All permanent employees shall be allowed up to three (3) consecutive days leave of absence, without loss of pay, in the event of a death in the immediate family. Members of the immediate family shall be defined as: Mother, Father, Spouse, Children, Brother or Sister, Son-in-law, Daughter-in-law, Mother-in-law, Father-in-law, Grandparents and Grandchildren. Such leave shall be taken for the purpose of, or at the time of the funeral, or at the time of the employee receives notification of the death.

(i) Jury Duty

A permanent employee who is required to serve as a juror or subpoenaed to serve as a witness shall receive the regular weekly minimum salary and produce a Certificate of Attendance from the Court to be submitted to the Chief Executive Officer.

G) Leave of Absence

(i) A permanent employee who desires to leave the employ of the Corporation, the employee shall give two (2) weeks notice of such desire to the Corporation, except in cases of non-payment of wages when due by the Corporation which shall be sufficient cause for immediate severance of employment.

(ii) A permanent employee, upon mutual agreement with the Corporation, may take up to two (2) months leave of absence without salary and the Corporation guarantees all applicable benefits will be maintained at the employee's expense and job reinstatement without penalty in any calendar year.

(k) Termination of Employment

It is agreed that, when the Corporation finds just cause to terminate a permanent employee, it shall give such person two (2) weeks notice or pay two (2) weeks salary in lieu thereof except in cases where the individual is discharged under the conditions as defined in Article 4.07 in which case no notice shall be necessary.

9.03 ALL OTHER EMPLOYEES

(a) Vacation Pay

Based on the number of calendar years of service with the Corporation (cumulative among Hamilton Place, Hamilton Convention Centre and Copps Coliseum), the Corporation 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.

(i) Ten percent (10%) over five (5) years of service;

(ii) Eight percent (8%) for the first (5) years of service.

(b) Group Life, Extended Medical and Dental Coverage

(i) Subject to Clauses (iii) and (iv), the Corporation shall pay from 30% to 100% of the cost of benefits listed below for Union members who earned more than the amounts prescribed in the following table in the previous calendar year with the Corporation:

Annual Earnings in Previous Calendar Year (2011)	Union Member's Share of Cost	Corporation's Share of Cost
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\$12,000.00 - \$12,999.99	70%	30%
\$13,000.00- \$13,999.99	45%	55%
\$14,000.00 - \$15,999.99	25%	75%
\$16,000.00 or more	0%	100%

- (ii) The qualifying amounts in the above table shall be cumulative among Hamilton Place, Hamilton Convention Centre and Copps Coliseum.
- (iii) Beginning July 1, 2012, the qualifying amounts in the above table shall increase in each year of this Agreement by the same percentage as the Basic Hourly Wage rate increase.
- (iv) Union members may elect full coverage of one (1) or more of the following three (3) plans:
  - a. Life Insurance at \$20,000 per Union member;
  - b. Dental Plan
  - c. Extended Medical Plan

NOTE: The Corporation reserves the right to change the carrier of the benefit plans as heretofore described provided that the level of benefits provided by the previous carrier is maintained.

- (v) If Union members no longer qualify in accordance with the above provisions, then they are eligible to continue the benefits described in this sub-article for one year only, provided the total costs of the benefits are prepaid by the Union members; and the Union member has earned at least \$5,000.00 in the calendar year previous to that for which he intends to purchase benefits.

(c) Employees Who Work After Attaining the Age of 65

For Union members who are not Permanent Employees and who elect to receive coverage under any of the plans described in Article 9.03(b)(iv), their coverage will be limited to the same extent as Permanent Employees. For greater clarity, the provisions of this article shall not be treated as expanding the categories of benefits to which Union members other than Permanent Employees are entitled.

(d) OMERS or RRSP

- (i) It is acknowledged that some employees may be eligible for membership in OMERS. Where an employee is eligible for membership in OMERS and elects to participate, the Corporation and the employee will comply with the Ontario Municipal Retirement System Act and the regulations for membership established by the Corporation and The City of Hamilton.
- (ii) Where an employee is not eligible for membership in OMERS or has not elected to participate in OMERS:
  - a. the Corporation shall contribute to the Retirement Savings Plan of Local 129 of the Union, an amount equal to six percent (6%) of the gross earnings of such employee;
  - b. the employee shall also contribute six percent (6%) of his or her gross earnings to such Plan, by way of payroll deduction; and
  - c. the said gross earnings shall be cumulative among Hamilton Place, Hamilton Convention Centre and Copps Coliseum.

- (iii) The deductions and contributions referred to in the preceding sub-article shall be remitted monthly by separate cheque payable to " I.A.T.S.E. Local 129" and noted "RRSP", with a breakdown of contributions per member and sent to the Trustee of the funds as designated by the Union
- (iv) An employee who elects to join the OMERS plan cannot also participate in the Retirement Savings Plan as outlined in this sub-article. On a monthly basis, the Corporation will monitor enrolment in both plans, to ensure that an employee who has participated in the Retirement Savings Plan and who subsequently elects to join OMERS is not continued in the former plan at the same time. Where an over-contribution occurs due to circumstances that are not reasonably caught by the Corporation's monitoring system, the Union acknowledges that the employee is responsible for repayment of any over-contribution.

## **ARTICLE 10: GENERAL**

- 10.01 Dues Check-Off - Union dues, as specified by the Local shall be deducted at source and remitted to the Local on a monthly basis in a separate cheque made out to "IATSE Local 129" and noted "Dues". This remittance shall be accompanied by a statement, in duplicate, showing the names of those individuals for whom deductions have been made and the respective amounts in each case.
- 10.02 Program Credits - The Corporation shall give credit in the Programme to each Head of Department and Assistant, as well as IATSE Local 129 whenever possible to do so.
- 10.03 Time-Sheets - Each Head of Department shall record the time worked by employees on time sheets provided by the Corporation. The Corporation shall provide copies of these times sheets weekly to the appointed Union Representative.
- 10.04 Training - The Corporation and the Union agree to work together to ensure that employees are properly trained within the Corporation's requirements.
- 10.05 Tools - All employees supplied by the Union shall be responsible for supplying the normal tools required to perform the work for which they are employed. All such tools shall be in their possession and in good condition each time the employee reports for work.
- 10.06 Yellow Card Shows - The Corporation agrees to comply fully with all conditions of a "Yellow Card" Production.
- 10.07 Union Access to Premises - The Business Agent of the Union or his or her designate shall be admitted at all times into the areas covered by this Agreement to supervise conditions coming under the jurisdiction of the Union. The Union will not engage in union solicitation or in any other union activity on the premises at any time without permission from the Corporation, which permission will not be unreasonably withheld.

## **ARTICLE 11: WORKPLACE SAFETY AND INSURANCE ACT**

- 11.01 The Corporation agrees that employees supplied by the Union who are working for the Corporation at its premises shall be covered pursuant to the Workplace Safety and Insurance Act.

**ARTICLE 12: TERM/RENEWAL**

12.01 This Agreement shall be effective from the 1st day of July, 2011 to the 30th day of June, 2015 and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other party in writing of its desire to amend or terminate this Agreement. Such notice in writing must be given to the other party not less than thirty (30) days and not more than ninety (90) days prior to the expiry date of this Agreement. Such Notice, if to the Corporation, shall be addressed as follows: "Attention Chief Executive Officer", or if to the Union, "Attention President".

**ARTICLE.13: INTERPRETATION**

13.01 No amendment, modification or supplement to this Agreement shall be valid or binding unless set out in writing and executed by the parties hereto.

13.02 The parties acknowledge that this Agreement represents an amalgamation of three separate agreements, being one for each of the three Facilities. In the event that a difference arises between the parties concerning the interpretation of any provision that appears to be continued from any of the prior agreements, the provisions of this Agreement shall be interpreted in a manner consistent with the prior agreement or agreements, as the case may be.

IN WITNESS WHEREOF the duly authorized officers and representatives of both parties have hereunto affixed their signatures this ( ) day of //i:1+- 2012.

**For:**  
**HAMILTON ENTERTAINMENT  
AND CONVENTION FACILITIES INC.**

**For:**  
**THE INTERNATIONAL ALLIANCE OF  
THEATRICAL STAGE EMPLOYEES AND  
MOVING PICTURE TECHNICIANS,  
ARTISTS AND ALLIED CRAFTS OF THE  
UNITED STATES, ITS TERRITORIES AND  
CANADA, LOCAL NO. 129**

Hamilton Place - Letters of Understanding July 1, 2004 to June 30, 2007

- (a) The Dental and Extended Medical Plans, Group Life Insurance, Income Protection Plan (STD & LTD) of the current four Department Heads are grandfathered at the current level.
- (b) The Corporation shall provide all newly hired permanent Department Heads with the same level of Dental and Extended Medical Plans, Group Life Insurance, Income Protection Plan (STD & LTD) as provided and amended from time to time, for all HECFI non-union employees.



# Global Spectrum Schedule A

	CURRENT	YEAR 1	YEAR 2	YEAR 3	ADD 1.15% To rate for TV at Hamilton PLACE
		15-16	16-17	17-18	
HEADS	\$32.51	\$33.32	\$34.15	\$35.00	
CHIEF RIGGER	\$31.38	\$32.16	\$34.15	\$35.00	
CLIMBING RIGGER	\$29.92	\$30.66	\$32.93	\$33.75	
ASSISTANTS	\$30.41	\$31.17	\$31.95	\$32.75	
RIGGER	\$29.92	\$30.66	\$31.43	\$32.22	
HANDS	\$28.02	\$28.72	\$29.44	\$30.17	
SPECIAL OPS	\$29.92	\$30.66	\$31.43	\$32.22	
WARDROBE	\$30.41	\$31.17	\$31.95	\$32.75	
WARDROBE ASSISTANT	\$28.02	\$28.72	\$29.44	\$30.17	
LOADERS	\$25.21	\$25.84	\$26.49	\$27.15	
Facility Attendants	\$14.10	\$14.45	\$15.56	\$15.95	
HEALTH BENEFITS		1%		1%	
FREEZE on COMPANY BENEFIT QUALIFICATIONS					