COLLECTIVE AGREEMENT

**BETWEEN:**

**Theatre Aquarius Inc.**

**190 King William Street**

**Hamilton, Ontario**

**(the “Corporation”)**

**-AND-**

**The International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada and its Territories, Local 129**

**(the “Union”)**

# ARTICLE 1 PURPOSE

The general purpose of this Collective Agreementis to set forth the conditions of employment, the rates of pay and hours of work that both parties have agreed to.

# ARTICLE 2 RECOGNITION

The Corporation hereby recognizes the Union as the representative for all stage and wardrobe employees of the Corporation, which includes only those classifications set out in Schedule “A” annexed, in respect of wages, hours of work and all other working conditions at the Dofasco Centre for the Arts, in the city of Hamilton.

# ARTICLE 3 SCOPE

Bargaining unit employees (hereafter referred to as “Employees”) as required by the Corporation shall perform all functions of the bargaining unit as necessary, which include the following:

1. the take-in, set-up, take-down and put-up of all stage presentations and/or dress and technical rehearsals;
2. all construction, alterations, installation, maintenance and operation of stage lighting and spotlight equipment, scenery and sound equipment, costumes;
3. all scenic items produced in the shop shall bear the I.A.T.S.E. crest where applicable; all costumes created in the wardrobe shop shall bear the I.A.T.S.E. crest where applicable;
4. all work pertaining to the setting up and taking down of orchestra stands and chairs for dress and technical rehearsals and/or performances;
5. the maintenance of the lighting, only in the actual performance areas of the Theatre, where applicable;
6. 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, excluding local delivery;
7. when needed the Union shall supply a carpenter/truck driver for Theatre Aquarius productions, in consultation with the Head Carpenter and Management.

**ARTICLE 4 MANAGEMENT RULES AND RIGHTS**

Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Corporation and remain exclusively without limitation within the rights of the Corporation.

The Union recognizes and acknowledges that the management of the operations and the direction of the working force are fixed exclusively in the Corporation and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Corporation to:

1. maintain order, discipline and efficiency and in connection therewith, to make, alter and enforce from time-to-time rules and regulations, policies and practices to be observed by its employees; discipline or discharge employees for cause;
2. select, hire, transfer, assign to shifts, promote, demote, classify, lay off, recall, or retire employees, select employees for positions excluded from the bargaining unit.

**ARTICLE 5 NO STRIKE OR LOCKOUT**

The Union shall not cause, nor permit its members to cause, any strike or picketing or work slow-down at the Theatre during the term of this Agreement, nor shall the Corporation cause, engage or permit a lock-out during the term of this Agreement.

**ARTICLE 6 DISPUTE RESOLUTION**

**6.01 Grievance Procedure**

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

**6.02 Mediation**

Upon mutual consent, the Union and the Corporation may refer grievances to a mutually agreed-upon mediator for the purposes of assisting the parties in resolving the grievances in an expeditious and informed manner. The cost of the mutually determined mediator shall be paid equally by the Union and the Corporation. By mutual consent, the parties may agree that the determination of the mediator is binding with or without precedent.

**6.03 Arbitration, Ministry of Labour**

In the event that the parties are unable to resolve the matter in seven (7) days after the grievance has been received and there is no agreement on mediation, the matter may be referred by either party to arbitration pursuant to the Labour Relations Act of Ontario or to the Ministry of Labour of Ontario.

**ARTICLE 7 NON-PERMANENT EMPLOYEES**

**7.01 Supply by Union and Employment by Corporation**

The Corporation agrees to employ members or persons supplied by the Union to perform work specified in Article 3, when required, subject to the following:

1. the Union agrees to supply only competent Employees in good standing with the Union to perform the work specified in Article 3, under the terms of this Agreement;
2. the Corporation or appointed representative may refuse to employ and may demand a replacement for any employee who is incompetent or is guilty of dishonesty, or who reports for duty under the influence of drugs or alcohol, or brings into the theatre an intoxicating beverage or drug, or whose condition or inabilities are reasonably deemed to pose an unacceptable risk to the safety of others or the Employee, or for any other legitimate cause; the Corporation agrees that such refusal may not be made where it is arbitrary, discriminatory, or in bad faith;
3. a member or person supplied by the Union and employed by the Corporation can be disciplined or discharged for cause;
4. the Union shall supply the same crew of Employees for the preparation, rehearsals and performances; substitutions may be made for reasons of sickness or injury; the Union agrees that when it is necessary to substitute Employees during the run of any show, the Business Agent shall use great care and givedue regard to the effect on the show andshall consult with the Corporation when making these substitutions;
5. the number of employees required in the workforce by the Corporation and their respective assignments will be determined by the Corporation.

**7.01.1 Wardrobe**

Permanent wardrobe staff shall have the right of first refusal when dressers and maintenance persons are required for main stage productions. If the Corporation determines a need for dressers in addition to the permanent wardrobe personnel whose positions have, as past practice, been assigned dresser’s duties, the additional dressers will be supplied by the Union in consultation with the Corporation’s head of wardrobe and Production Manager.

**7.01.2 Crew Chief**

In consultation between the Head Carpenter and the management of the Corporation, a crew position may be designated as a Crew Chief on a call of three (3) or more crew in addition to house crew. The Crew Chief, whose authority does not supersedethat of the Head Carpenter, can be assigned coordination, communication and supervisory authority and responsibility over the crew. A Crew Chief shall receive an incremental increase of one dollar ($1.00) per hour the highest paid crew member under the supervision of the crew chief.

**7.02 Work in Costume**

When the Corporation requires an Employee who is supplied by the Union to perform work related to the presentation in a costume supplied by the Corporation, then that individual shall be paid an additional sum equal to one (1) dollar per hour in addition tothe Basic Hourly Rate for each performance so worked in said costume.

**7.03 Utility Work**

Work which the Union or its official representative agrees, on a case-by- case basis, is not clearly included in Article 3, or describes work not usually performed by members, can be paid at the Utility Rate.

**7.04 Cancellation**

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 3:00 p.m. for an evening performance, on the day of the cancelled performance. After the above-stated time, employees so called shall be paid their Performance Rate.

**7.05 Assignments**

Members who shall be called as required shall not work within defined departments but shall assist each other to fulfill the varying needs of the facility.

**7.06 Computation, Recording of Time**

1. Time shall be computed to the next wholehour for pay purposes. There shall be a fifteen minute grace period.
2. A Head of Department or a Corporation designate shall record the time worked by Employees on time sheets provided by the Corporation.

**7.07 Vacation Pay**

The Corporation agrees to pay each member as per Article 7, an amount equal to four (4) percent of all monies earned from the Corporation by said member for Vacation Pay purposes.

**7.09 Straight Time, Overtime**

For work performed during a day (please see definition in Article 10.01) other than during a dress/technical rehearsal or a performance, the following rates shall be paid:

1. for the first twelve (12) hours, the basic hourly rate;

**EFFECTIVE JULY 1, 2019: for the first eight (8) hours, the basic hourly rate;**

1. for the hours of work performed beyond twelve (12)hours, one and one half (1½) times the basic hourly rate;

**EFFECTIVE JULY 1, 2019: for the hours of work performed beyond eight (8) hours, one and one half (1½ ) times the basic hourly rate;**

1. any intrusion into an eight (8) hour rest break shall be paid at the previous prevailing rate until the hours of intrusion have been achieved, then normal rates shall prevail.
2. all overtime hours under this Article and under Article 8.02 must be authorized in advance, in writing, by the Production Manager, or Designate;
3. there shall be no pyramiding of overtime.

**7.10 Rentals**

This clause prevails over the terms otherwise in effect for Aquarius productions only as it specifically applies to work on all rentals, presentations, shows or events at the Dofasco Centre for the Arts for which Theatre Aquarius is not the producer or co-producer (hereafter referred to as “Rentals” or “Rental calls”).

For work performed on a Rental calls, instead of the scales in Article 7.09, the following rates shall be paid:

1. the basic hourly rate for the first eight (8) hours;
2. one and one half (1½) times the basic hourly rate beyond eight (8) hours and up to twelve (12) hours;
3. two (2) times the basic hourly rate for work beyond twelve (12) hours;
4. on calls that begin before 8:00 a.m., one and one half (1½) the basic hourly rate for those hours before 8:00 a.m.;
5. whenever possible and practical, for a later call in a day of work for Theatre Aquarius, the Union shall first call itsmembers who would be working on regular time.

**7.10.1 Performance within a Rental**

For clarity, when an Employee is required to work what is clearly a performance (as per Article 14.01) the performance rate shall apply.

**7.10.2 Traveling Shows Operating With Yellow Cards**

The Corporation agrees to comply fully with all conditions of a “Yellow Card” Production.

**ARTICLE 8 PERMANENT EMPLOYEES**

For the purpose of clarification the Corporation agrees that the work of permanent Employees is defined herein as set out in Article 3.

**8.01 Employment of Permanent Employees**

1. the Corporation will endeavour to provide the Union with a list of anticipated Permanent positions and their estimated start dates, number of weeks required, and dates of lay-off, if applicable, for the upcoming production season by July 1st of each year;
2. permanent Employees on the effective date of this Agreement will continue to be permanent Employees of the Corporation until their employment is terminated; should positions become vacant and the Corporation in its sole discretion decides to fill them, in filling them it must select members of the Union in those classifications as set out in Schedule “A” , subject to the availability of qualified persons;
3. the Union and the Corporation accept that all permanent Employees employed on the effective date of this Agreement must be members in good standing with the Union;
4. other stage employees may be employed on a permanent basis as required by the Corporation in existing classifications as set out in Schedule “A” or in new classifications which may be required.

**8.01.1 Exceptions and Variations for the Studio Technician**

The position of Studio Technician works in accordance with the mandate of management for the Studio Theatre, and is subject to variations to Article 8 (a) and 8 (b):

1. in variation to 8 (b), in filling the position, qualifications for the position of Studio Theatre Technician may include aptitudes and general skills which may supersedeother specific work experience;
2. the Studio Theatre Technician is excluded from Article 8 (a) such that the number of weeks would normally be less than 30 weeks per year;
3. the Studio Technician has the right of first refusal to participate in main stage crewing of major productions if qualified as determined by the Corporation.

For clarity, the RRSP payment per Article 8.03 applies only to the weekly contracted work as the Studio Technician, and not the hourly in the season.

**8.02 Time Calculation and Overtime Averaging**

1. All permanent Employees’ hours shall be accumulated at straight time until forty-four (44) hours have been achieved.
2. Time off in lieu of overtime may be given to permanent Employees. Overtime will be accumulated at straight time up to an average of 44 hours per week. Overtime will be accumulated at time and one half (1½) after total number of hours in each government-permitted multi-week period; the first period beginning on the first Monday following July 1 each year and each successive block of weeks considered as the next period. These hours will be reconciled at the end of each Employee’s contractual period.

**8.03 RRSP**

1. The Corporation shall contribute 3% to an RRSP fund and deduct an equal amount from the permanent employees for the RRSP and remit same to I.A.T.S.E Pension Plan by the 15th of the following month.

1. Effective June 30, 2015, the Corporation shall contribute 4% to an RRSP fund and deduct an equal amount from the permanent employees for the RRSP and remit same to I.A.T.S.E. Pension Plan.

**EFFECTIVE APRIL 29, 2016: replace 8.03 (a) and (b) by the following:**

**8.03 RRSP/Health Benefits**

The Corporation shall contribute 4% to an RRSP fund and deduct an equal amount from the permanent employees who are members of I.A.T.S.E. for the RRSP and remit same to I.A.T.S.E. 129 Pension Plan monthly by the 15th day of the following month. For non-permanent employees who are members of I.A.T.S.E., the matching contributions shall be 1%.

The Corporation shall contribute 1% for all non-permanent employees who are members of I.A.T.S.E. to the IATSE 129 Health Benefits Plan fund and remit same to the union by the 15th of the following month, with a remittance report.

**Effective July 1, 2021:** the Corporation’s RRSP contribution for each permanent employee who is a member of I.A.T.S.E. shall be equal to five (5%) of each employee’s gross wages, which amount shall be matched by way of payroll deduction from each such employee.

**Effective July 1, 2021:** The Corporation shall contribute 2% for all non-permanent employees who are members of I.A.T.S.E. to the IATSE 129 Health Benefits Plan fund and remit same to the union by the 15th of the following month, with a remittance report.

**Effective July 1, 2023:** the Corporation’s RRSP contribution for each non-permanent employee who is a member of I.A.T.S.E. shall be equal to two (2%) of each employee’s gross wages, which amount shall be matched by way of payroll deduction from each such employee.

**8.04 Sick Leave**

Permanent Employees will be granted up to one (1) sick day off with pay for every ten (10) weeks contracted, with a remainder of six (6) or more weeks rounded up to the nearest ten (10) weeks. Sick days may not be used when not sick or carried over from season to season. Proof of sickness may be required, including medical proof when possible, at the request of the Corporation. In the event that the Employee fails to provide adequate reasonable proof of sickness, the day in question will not be paid.

**8.05 Bereavement Leave**

Permanent Employees will be granted up to five (5) days leave with pay for incidents of the death of their child(ren), parent(s), grandparent(s), spouse or spousal equivalent.

**8.06 Jury Duty**

Permanent Employees who are required to serve as a juror or subpoenaed to serve as a witness shall receive their regular weekly salary, prorated at 1/5th of a week per day, if serving less than a full week, for time served and away from work during their contracted period.

**8.07 Professional Development**

Time spent by Permanent Employees in professional development, if agreed to in advance by the Corporation, will be paid at the prevailing rate.

**8.08 Leave of Employment**

It is agreed that when an individual supplied by the Union who is employed on a permanent weekly basis desires to leave the employ of the Corporation, the Employee shall give a minimum of 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.

**8.09 Termination of Employment**

1. It is agreed that, when the Corporation finds cause to terminate the services of an individual supplied by the Union who is employed on a permanent basis, it shall give such person a minimum of 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 6 (b) in which case no notice shall be necessary.
2. The termination notice period shall increase with the length of service such that for every consecutive year of service completed of approximately 30 weeks per year or more, after the first two years, the termination notice period shall increase an additional week. For clarity, the termination period may also include weeks prior to or following contracts.

**8.10 Vacation Time, Vacation Pay**

*Service*  Time or Payment

1-4 years 2 weeks paid vacation or 4% of all annual monies earned from the Corporation

5-9 years 3 weeks or 6%

10-14 years 4 weeks or 8%

15-19 years 5 weeks or 10%

20 or more years 6 weeks or 12%

**8.11 Non-guarantee**

The preceding clauses regarding hours of work shall not be construed as a guarantee of hours or days of work per week.

**ARTICLE 9 GENERAL**

**9.01 Program Credits**

The Corporation shall give credit in the program or its credit lists, where possible, that I.A.T.S.E. is represented in this establishment or production.

**9.02 Tools**

Each Employee 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 Employees report for work.

**9.03 Safety Equipment and Procedures, Certification**

1. The required safety equipment shall be used or worn by each Employee and safety procedures shall be followed as per Company Policy (attached as Schedule C) and in accordance with industry and Ministry of Labour safety standards.
2. Each Employee supplied by the Union shall be responsible to be trained and certified to perform the work for which they are employed.
3. **EFFECTIVE JULY 1, 2016,** the Corporation shall pay, upon the submission of appropriate receipts, up to *$125.00* every two years for the purchase of personal safety equipment by employees who are Permanent Employees.

**9.04 Union Access to Premises**

The Business Representative of the Union or his/her designate shall upon receiving permission from the Production Director be admitted at all reasonable times into areas where bargaining unit *work* is performed for the sole purpose of dealing with specific Employee complaints or concerns.

**9.05 Surplus Share**

At the end of each fiscal year (June 30), the permanent employees shall receive a surplus share if the Corporation has a sufficient year end operating surplus above its capital responsibilities.

**EFFECTIVE APRIL 29, 2016:** Delete Article 9.05.

**9.06 Co-op Students**

The Corporation shall be allowed to use co-op students in accordance with past practices, which have prevailed between the Corporation and the regional area school boards of education, community colleges and universities.

**9.07Pay Equity**

The Corporation and the Union agree pay equity has been achieved for the employees covered by this Collective Agreement and there are no outstanding claims or issues in regard to pay equity in relation to such employees*.*

**9.08 Show Reports**

**EFFECTIVE APRIL 29, 2016:** that portion, if any, of a show report that contains information about and/or names of union employees will be forwarded by the Corporation to the union at an e-mail address provided by the union. Such portions shall be dated and signed.

**ARTICLE 10 DEFINITIONS**

**10.01 Work Day and Work Week**

For the purposes of this agreement:

1. a day is defined as beginning at 8:00 a.m. and continuing through until 8:00 a.m. the following day (24 hours);
2. the work week shall be defined as beginning 12.01 a.m. Sunday and ending the following Saturday at midnight.
3. **EFFECTIVE APRIL 29, 2016: Consecutive Days:** employees will be scheduled so that they have a minimum of one day (24 hours) off per week. However, this shall not prevent the Corporation form changing the employee’s scheduled day off in an exceptional circumstance, in which case the employee will not be required to work more than ten (10) days without a day off.

**10.02 Final Curtain**

The final curtain is defined as the time when the curtain is lowered for the last time in a performance or, when the curtain is not used, when the house lights are brought up for the exit of the audience at the end of a performance.

**10.03 Technical Rehearsal**

**EFFECTIVE APRIL 29, 2016**: a technical rehearsal shall be defined as a “Stop and Start” rehearsal involving any or all technical elements and/or Tech/Dress

**ARTICLE 11 PAYMENTS AND DEDUCTIONS**

**11.01 Agreement to Pay**

1. The Corporation agrees to pay the Employee so furnished by the Union not less than the schedule of wage rates as set out in Schedule “A” attached heretoand forming part of this Agreement.
2. The Corporation agrees to pay the Employee each pay period the vacation pay for that period as per Article 7.06 or 8.10 as applicable.

**11.02 Payment Schedule**

The Corporation agrees to pay Employees covered by this Agreement bi-weekly on Friday for the work period endingon the preceding Saturday at 8:00 midnight.

**11.03 Dues Check-off**

Union dues as specified by the Local shall be deducted at source and remitted to the Local at specified intervals in a separate cheque made out to “IATSE Local 129” and notated “Dues”. The Union’s treasurer and Corporation’s accountant shall mutually design the system by which dues shall be deducted with attention to: affecting only the Employees to whom this will appropriately apply, the initiating and calculating mechanisms, the amounts of the remittances, the schedule of payments, and the information on the accompanying statements in each case. These amounts and particulars shall be remitted to the union office by the 15th of the following month*.*

**ARTICLE 12 STATUTORY HOLIDAYS**

1. The following holidays, and any subsequentholiday legislated by either of the two senior levels of Government, shall be defined as statutory holidays for the purpose of this agreement.

New Year’s Day Civic Holiday

Good Friday Labor Day

Thanksgiving Day Victoria Day

Christmas Day Canada Day

Boxing Day Family Day

1. The statutory holiday shall be deemed to commence at 8:00 a.m. on the statutory holiday and terminate at 8:00 a.m. on the day following the statutory holiday.
2. Any employee working regular performances, dress and technical rehearsals during the hours of a Statutory Holiday defined in this Agreement, shall be paid one and one half (1½) times the basic performance rate for the hours actually worked or as per the *Employment Standards Act*, whichever is greater.

**ARTICLE 13 DURATION OF CALLS**

**13.01 Performance, Dress Rehearsal Duration**

For all Employees, a performance and/or dress rehearsal shall not exceed four (4) hours in duration, beginning one half (1/2) of an hour up to one (1) hour before the start of the performance and/or the dress rehearsal and ending at the time of the final curtain or no more than one half hour (1/2) after the final curtain.

**13.02 Technical Rehearsal Duration**

All technical rehearsals shall not exceed five (5) hours in duration beginning at the time of “places” being called.

**EFFECTIVE APRIL 29, 2016: replace Article 13.02 by the following:**

1. all technical rehearsals shall not exceed five (5) hours, starting from the time when the Employee’s work call begins.
2. notwithstanding Article 7.09, all technical rehearsal will be paid at the basic hourly rate to a maximum of two (2) such rehearsals in a day
3. rehearsal Days with 2 technical rehearsals, including Tech Dress Rehearsals, will be limited to four (4) per production.

**ARTICLE 14 MINIMUM CALLS**

**14.01 Performance Call**

1. Four (4) hours shall constitute the minimum call for a performance other than that specified in this Agreement as requiring a greater or lesser minimum call as noted in the following. The Employee on a performance call is required to work until the final curtain, not his/herlast cue, including beginning work on the strike of the last performance, if requested,
2. The minimum performance call shall apply to all productions and concerts, lectures, meetings, motion pictures and slide presentations and shall be paid at the prevailing rate.

**14.02 Work Call**

1. Three (3) hours shall constitute the minimum call for all work other than that specified in this Agreement as requiring a greater or lesser minimum call, such as performances, dress and technical rehearsals and as noted in the following.

**EFFECTIVE APRIL 29, 2016**: Four (4) hours shall constitute the minimum call for all work other than that specified in this Agreement as requiring a greater or lesser minimum call, such as performances, dress and technical rehearsals and as noted in the following.

1. Employees shall perform any and all work requested of them on the same call within their capabilities and the Scope of Article 3 regardless of department or classification. If requested to work in more than one classification, the entire call shall be paid at the prevailing rate of the highest classification.

**14.03 Take-In/Out, Set-up/Strike in Conjunction with Performance**

1. If the taking-in and/or setting-up is performed during the hour preceding the performance or technical rehearsal, that hour shall be paid at the prevailing rate.
2. If the taking-down and/or setting-up is performed within two (2) hours immediately after the performance, dress or technical rehearsal, then there is no minimum for those employees who worked the performance, dress and/or technical rehearsal and the hour(s) shall be paid at the prevailing rate.

**14.04 Theatre for Young Audiences**

The Union agrees that when two (2) performances of children’s programs fall within the performance call, only the one (1) performance rate shall apply. This shall apply to all employees working the production and any excess time beyond the performance call shall be paid at the prevailing rate.

**14.05 Changeover**

The minimum call for changeover between the performance and/or the dress and technical rehearsals shall be three (3) hours for extra employees called in for this purpose and two (2) hours for those stage employees working the performance and/or dress and technical rehearsals.

**ARTICLE 15 BREAKS**

1. An unpaid meal break of one (1) hour shall be given to an Employee after a maximum of five (5) hours of continuous work, except as provided for in Article 13.02. Meals shall be taken in the area designated for that purpose by the Corporation.

**EFFECTIVE APRIL 29, 2016: replace (a) by the following:**

An unpaid meal break of one (1) hour shall be given to an Employee after a maximum of four (4) hours of continuous work, except as provided for in Article 13.02. Meals shall be taken in the area designated for that purpose by the Corporation.

1. After five (5)consecutive hours, one and one half (1 1/2) times the prevailing rate shall be applied until a one (1) hour break has been achieved or paid straight through with a half (1/2) hour break and a reasonable meal has been supplied.

**EFFECTIVE APRIL 29, 2016: replace (b) by the following:**

After four (4)consecutive hours one and one half (1 1/2) times the prevailing rate shall be applied until a one (1) hour break has been achieved or paid straight through with a half (1/2) hour break and a reasonable meal has been supplied.

**ARTICLE 16 WORKPLACE SAFETY AND INSURANCE ACT**

The Corporation agrees that when employing personnel supplied by the Union to perform work for the Corporation, all such employees shall be covered pursuant to the Workplace Safety and Insurance Act.

**ARTICLE 17 TERM, RENEWAL**

**17.01 Notice to Negotiate**

Either party may, on ten (10) days’ notice in writing require the other party to enter into negotiations for the renewal of this Agreement within the period of two (2) months prior to the expiry date of and both parties shall thereupon enter into such negotiations ingood faith and make every reasonable effort to secure such renewal.

**17.02 Automatic Renewal**

This Agreement shall be effective from the 1st day of July, 2021to the 30th day of June 2024 unless either party notifies the other party in writing of its desire to amend or terminate this Agreement. Such notice 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.

**ARTICLE 18 APPENDICES**

All Appendices, Letters of Understanding and Schedules attached or referred to in this Agreement shall form part of this Agreement.

**ARTICLE 19 MISCELLANEOUS**

1. The captions in the Agreement are included for convenience only and shall have no effect on the construction and interpretation thereof.
2. During the duration of this Agreement, in the event that the clerical reorganization gives rise to a different interpretation of an Article or clause by one party, then the other party may reintroduce the previously-worded and organized Article and clause from the previous Agreement for consideration in discussions, mediations, arbitrations and Ministry of Labour rulings.
3. This Clause 19 (c) shall remain inactive for the duration of this Agreement ending on the 30th day of June 2015: During the duration of this Agreement, the Corporation shall at the Union’s invitation, on an annual basis (meetings to be held in the summer) reopen matters of a salary increase for Employees and an increase to the employer RRSP contribution. The Corporation shall negotiate amendments only for possible increases subject to the ability to pay, and not for decreases.
4. No amendment, modification or supplement to this Agreement shall be valid or binding unless set out in writing and executed by the parties hereto.

This Agreement shall be in force and binding on both parties from the 1st day of July 2021 to the 30thday of June, 2024.

**Theatre Aquarius Inc. The International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada and its Territories**

**Local 129**

**SCHEDULE “A”**

**PERMANENT EMPLOYEES**

(Weekly / Hourly)

July 1–June 30

2% 2% 2%

*2021/2022 2022/2023 2023/2024*

**Head Carpenter** $28.24 $28.81 $29.38

**Head Of Lighting** $28.24 $28.81 $29.38

**Head Of Sound** $28.24 $28.81 $29.38

**Head of Wardrobe** $28.24 $28.81 $29.38

**Assistant Carpenter** $24.43 $24.92 $25.42

**First Hand/Cutter** $24.43 $24.92 $25.42

**Studio Technician** $22.14 $22.59 $23.04

**Shop Hand** $22.14 $22.59 $23.04

**NON PERMANENT EMPLOYEES**

(Hourly)

July 1–June 30

2% 2% 2%

*2021/2022 2022/2023 2023/2024*

**Stage Employee**$22.99 $23.45 $23.92

**Wardrobe Buyer**$22.99 $23.45 $23.92

**Wardrobe Stitcher**$22.99 $23.45 $23.92

**Dresser**$22.99 $23.45 $23.92

**Wardrobe Maintenance** $22.99 $23.45 $23.92

**Special Operators** $24.01 $24.49 $24.98

**Truck Loaders**/**Un-loaders** $19.81 $20.20 $20.61

**Utility Rate**  $19.16 $19.54 $19.93

**Special Operators: Spotlights, Film and Slide Projection, Sound Monitors, Tape machinesand Pyrotechnic.**

**SCHEDULE “B”**

**LETTER OF UNDERSTANDING**

**RE: THIRD PARTY PRODUCTIONS**

When third party productions occur at the Theatre it is agreed and understood that:

* the Corporation may rent out its facilities on a contractual basis for productions, concerts, lectures, meetings, motion pictures, public video tapings, slide presentations, and other uses of the facilities to contractors, lessees and licensees;
* if the services of bargaining unit employees supplied (permanent or non- permanent employees supplied by the Union) are required by the Corporation, they will receive the prevailing hourly rate as set out in the Agreement.

**SCHEDULE “C”**

**Theatre Aquarius Company Policy - Safety Equipment and Dress**

1. Re Steel toe work boots – Please note that “work boots” refers to CSA approved steel reinforced shoe or boot.
2. As a follow-up on the work boots discussion we had at the J.H.S.C. meeting on Thurs. Oct 6/2005, it is practice in the shop and on stage that any worker involved in the construction and set-up phases of a production, is required to wear work boots. Workers may also need to wear safety glasses, and/or hearing protection, and/or dust masks, when required by work duties. This includes any other production department (i.e. props, scenic painters, Lx and sound) that is working in the shop and/or on stage during the above mentioned phases.
3. During certain duties, workers may wear their running shoes, or when necessary, remove their shoes. This occurs when the set-up is completed and finishing touches are being done. Work boots tend to damage the final product (i.e. floor finished, carpets, etc.). This is no different than having actors walking on the set. Scenic painters may also need to remove their shoes when walking on painted scenery or drops as to not damage the final product.
4. We also encourage the wearing of work boots for pick-ups, delivery and receiving of construction materials and scenery.
5. A minimum of 2 outriggers must now be used on man lifts at all times, except in the case of a raked stage, then an agreement will be reached between the direct supervisor and crew using the lift at that time. A 5-point harness must be worn while in the bucket of the lift.
6. Harnesses and fall arrest systems, points and lines must be used when required to meet Company safety standards and Ministry of Labour standards.

**Theatre Aquarius Company Policy – Dress For Production Staff While Running Show**

**Backstage and Back Corridors**

Any/all running crew working deck level at any time are to wear black from neck to shoes, for technical rehearsals and after show light levels have been introduced, and for all performances. This includesRF tech. This may include fly floor personnel if they are potentially visible as determined by the head carpenter in consultation with the stage manager or director.

**Control Booths- Mainstage and Studio**

Since the mainstage and studio operators must pass through public areas as part of running the show or potentially to deal with technical problems, once the public is in the auditorium, they must be presentably dressed in blacks, or plain, neat casual dress with enclosed shoes. Open shoes and sandals are permitted as long as they are neat, secure and practical for working and moving safely (no flip flops or shoes that may slip off too easily).

The operators must not wear attire to attract attention such as T-shirts with large print or pictures. Permitted, are shirts with no print or pictures, or with medium-to-small standard company, association or commercial logos or slogans. Casual dress shorts are permitted but not cut offs, sport shorts, rages shorts, short shorts or commando-style shorts.

**Shop**

Industrial clothing may have any appearance as long as it meets safety standards.

**SCHEDULE “D”**

**Theatre Aquarius Inc. & IATSE Local 129 (Stage/Wardrobe)**

**Pay Equity Plan**

In recognition of the amalgamated bargaining units of I.A.T.S.E. Local 129 (Stage) and I.A.T.S.E. Local 129 (Wardrobe), this is an amended Pay Equity Plan as required by the Pay Equity Act:

1. The employer, Theatre Aquarius Inc., 190 King William Street, Hamilton, Ontario, and the union, The International Alliance of Theatrical Stage Employees (IATSE), Local 129, recognize their obligation to establish and maintain compensation practices that provide for pay equity within the establishment.
2. The employer and the union agree the permanent job classes which formed the basis of comparison are:

Head of Wardrobe (Female), IATSE Local 129 (Stage/Wardrobe),

1st Hand/Cutter (Female), IATSE Local 129 (Stage/Wardrobe),

Head of Lighting (Male), IATSE Local 129 (Stage/Wardrobe),

Assistant Carpenter (Male), IATSE Local 129 (Stage/Wardrobe),

Head of Sound (Female), IATSE Local 129 (Stage/Wardrobe),

Shop Hand (Male – determined per historical incumbency and/or gender stereotype), IATSE Local 129 (Stage/Wardrobe)

The employer and the union agree the non-permanent (casual) job classes which formed the basis of comparison are not considered under pay equity:

Wardrobe Buyer

Wardrobe Stitcher

Wardrobe Maintenance

Dresser

Studio Technician

Stage Employees

Truck Loader/Unloader

1. For all permanent female job classes, the method of comparison used to determine pay equity is the job-to-job comparison method using the Theatre Aquarius gender neutral point factor comparison system.
2. The job comparisons for permanent female job classes are:
   1. Head of Wardrobe (Female) to Head Lighting (Male),
   2. 1st Hand/Cutter (Female) to Assistant Carpenter (Male),
   3. Head of Sound (Female) to Head Lighting (Male)
3. Subject to negotiated collective agreement wage adjustments, effective July 1, 2012, job rate adjustments to achieve pay equity for the permanent female job classes will be:
   1. Head of Wardrobe (Female) to Head Lighting (Male), $1.25 (Final job rate of $21.25)\*
   2. 1st Hand/Cutter (Female) to Assistant Carpenter (Male), $1.25 (Final job rate of $18.75)\*
   3. Head of Sound (Female) to Head Lighting (Male), $0.00 (Final job rate $21.25)
4. Subject to negotiated collective agreement wage adjustments, effective July 1, 2012, job rate adjustments, outside of pay equity, for non-permanent (casual) job classes will be:

Wardrobe Buyer $2.50\*

Wardrobe Stitcher $2.50\*

Wardrobe Maintenance $2.50\*

Dresser $1.00

Studio Technician $0.75

Shop Hand $0.75

1. The job rate adjustments for Dressers, Studio Technician and Shop Hand will be effective the date of ratification and incorporated for the renewal collective agreement between Theatre Aquarius and IATSE Local 129 (Stage/Wardrobe) effective July 1, 2011.

\*These job rates were implemented, in full, in conjunction with the implementation of the first collective agreement for wardrobe employees (which collective agreement expired June 30, 2011), resulting in pay equity being achieved for those employees and therefore, no further pay equity adjustment or payment is required for these employees under this pay equity plan

Note: the “Head of Lighting” was formerly known as the “Head Electrician” under prior collective agreements.

Posting Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_