

# Collective Agreement

Between:

The Corporation of the Town of Milton o/a  
FirstOntario Arts Centre Milton  
(the "Employer")

- and -

The International Alliance of Theatrical Stage  
Employees and Moving Picture Technicians, Artist,  
and Allied Crafts of the United States, its Territories  
and Canada. Local 129  
(THE "UNION")

## COLLECTIVE AGREEMENT

Expiry:  
**June 30, 2026**

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By this Agreement between The Corporation of the Town of Milton o/a FirstOntario Arts Centre Milton (the "Employed") and The International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artist, and Allied Crafts of the United States, its Territories and Canada, Local 129 (the "Union") the Employer and the Union mutually agree as follows:

#### ARTICLE 1 - PURPOSE

- 1.01 It is the general purpose of this Agreement between the Employer and the Union to set forth the conditions of employment, rates of pay and hours of work, which have been agreed upon and to provide a procedure for the prompt and effective handling of grievances without stoppage of work.

#### ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its stage employees at the FirstOntario Arts Centre Milton located at 1010 Main Street East, in the Town of Milton, save and except the Supervisor Technical Operations and those persons above the rank of Supervisor Technical Operations.
- 2.02 It is agreed that from time to time the Supervisor, Technical Operations may perform bargaining unit work in order to address efficiencies to clients or operational requirements that cannot be addressed by bargaining unit employees due to unforeseen or unplanned circumstances. This work is generally intended to be incidental in nature and shall not displace a member of the House Crew from a scheduled call.
- 2.03 The Employer agrees that theatrical productions, concerts or other events of a similar nature at the FirstOntario Arts Centre Milton that require additional technical personnel beyond their own regular complement shall be obligated to use *competent* stage employees under this Agreement. The phrase "regular complement" is defined as those production personnel that accompany and participate in a regular fashion (i.e. road crew, production crew...) during the presentation of a performance or event. In the case of non-touring events, the department heads and equipment operators supplied by the production company may perform bargaining unit work. In all cases non-bargaining unit technicians shall be supervised by the appropriate bargaining unit employees. The Union shall have the right to raise any concerns regarding technical competence and safety and any such raised concerns shall receive serious consideration by the Employer.
- 2.04 Notwithstanding any other this provision of this Agreement, the Employer is not required to utilize stage employees under this Agreement in the following circumstances:
- (a) The installation, modification or repair of house equipment by the employees of the suppliers of the original equipment.

- (b) The use of audio/visual recording or broadcast work in connection with live or live to tape broadcast events for television or streaming audiences, other than the technical support required to operate house equipment.
  - (c) The use of audio/visual recording or broadcast work performed inside a mobile broadcast truck.
  - (d) With respect to the curriculum developed and presented through municipal day camp programs.
- 2.05 It is agreed that the phrase community groups includes any group that meets the current (July 1, 2019) eligibility criteria of the Town of Milton Affiliation Program, as well as Milton Youth Theatre Productions, Bright Side Players and amateur dance groups and any other amateur community group mutually agreed by the Employer and the Union, which agreement shall not be unreasonably denied (the "Community Groups"). As per past practice Community Groups that perform or otherwise hold events in the FirstOntario Arts Centre Milton shall be allowed to use volunteers, who can perform work normally within the Union's jurisdiction, subject to considerations of technical competence and safety. The Union shall have the right to raise any concerns regarding technical competence and safety and any such raised concerns shall receive serious consideration by the Employer.
- 2.06 Notwithstanding any other this provision of this Agreement events in the FirstOntario Arts Centre Milton that occur outside of the Mattamy Theatre shall not require bargaining unit employees under the following conditions:
  - (a) Use of current (July 1, 2019) permanently installed sound, lighting or video system designed to be operated by unskilled personnel. In the event that new equipment or technology is installed or introduced the parties agree to consult as to the application of this clause.
  - (b) Portable, self-contained equipment where the performer or presenter is capable of setting up and operating the equipment without assistance.
- 2.07 It is agreed that should the Employer assign employees work outside the jurisdiction of the Union under this Article, such assignment does not extend the Union's jurisdiction under this Article.

### ARTICLE 3 - UNION REPRESENTATIVES

- 3.01 The Business Representative of the Union shall have access to the Employer's premises to conduct normal business, but in no case shall their visit interfere with the progress of the work. Before entering the work area the Business Representative shall obtain permission from the Supervisor, Technical Operations or other supervisory personnel of the Employer.
- 3.02 The Union may elect, appoint or otherwise select and the Employer will recognize one employee as Steward. The Union agrees to notify the

Employer in writing of the name of the Steward and until such notification is received, the Employer is not required to recognize the Steward.

- 3.03 The Steward has regular duties to perform on behalf of the Employer. The Steward shall not cease performing the Steward's assigned duties for the Employer to deal with grievances or other Union business without first obtaining the permission of the Steward's supervisor, which shall not be unreasonably withheld.
- 3.04 A labour management committee composed of not more than two representatives of the Employer and not more than two representatives of the Union, will, upon the request of either the Employer or the Union, to discuss matters of mutual concern. The Employer and the Union will exchange written agendas at least one week prior to the meeting. The labour management committee shall not have the power to alter or amend any term of the collective agreement, nor to deal with any matter that is properly the subject matter of collective bargaining or the grievance and arbitration procedures.

#### ARTICLE 4 - UNION SECURITY

- 4.01 As a condition of employment with the Employer, all employees must be members of the Union in good standing or issued a work permit by the Union. Current employees will be offered membership in the Union and any initiation fees will be waived.
- 4.02 The Employer agrees to deduct bi-weekly, from the wages of each employee, the regular union dues or permit fees as are authorized by the Union's constitution and by-laws, and confirmed from time to time in writing by the Union.
- 4.03 The Employer agrees to remit the total amount so deducted by cheque or by EFT (electronic funds transfer) payable to the Secretary-Treasurer of the Union not later than the 15<sup>th</sup> day of the following month. The dues cheque or EFT shall be accompanied by a statement showing in alphabetical order the name of each employee from whose pay deductions have been made and the total amount deducted for the month.
- 4.04 The Employer agrees to record on each employee's T-4 Income Tax slip the total union dues paid by that employee in that year.

#### ARTICLE 5 - CREW SELECTION

As partners in creating content that entertains people from around the world, both parties to this agreement recognize the importance of working toward creating an equitable culture, which embraces an inclusive workforce reflective of the community we serve.

- 5.01 The Union shall be notified as soon as practicable of any open positions for stage employees under this Agreement.

- 5.02 It is agreed that where Head Technicians or Special Operators are required, the Employer has the right to select the person from the membership of IATSE. The Employer will maintain a house roster of one (1) Head Technician and two (2) Special Operators, who shall, subject to the Employment Standards Act, 2000, have the right of first refusal for work within their classification required by the Employer under this Agreement. The Head Technician and Special Operators selected for the house roster shall be on probation for the first three (3) months following their selection, during which time they may be removed from the house roster at the sole discretion of the Employer. Once selected by the Employer the Head Technician and the two (2) Special Operators (the "House Crew") shall, subject to the terms and conditions of this Agreement, remain and continue as the Head Technician and Special Operators of the FirstOntario Arts Centre Milton.
- 5.03 In addition, it is agreed that the Employer will maintain a roster of casual stage employees and when the Employer requires additional stage employees they will be selected from the casual stage employee roster. The Employer has the right to hire employees directly for the casual stage employee roster. Stage employees selected for the casual stage employee roster shall be on probation for the first six (6) months or two hundred and fifty (250) hours worked following their selection, whichever is greater, during which time they may be removed from the casual stage employee roster at the sole discretion of the Employer. Stage employees on probation shall be granted a work permit by the Union and, upon the successful completion of their probation, they shall become and remain a member of the Union in good standing as a condition of continued employment. Stage employees on the casual stage employee roster who have not worked for the Employer during the previous twelve (12) months shall be removed from the casual stage employee roster.
- 5.04 Where the Employer is unable to fulfill its crew requirements from the casual stage employee roster it will contact the Union office to supply stage employees. When contacting the Union office it is agreed that the Union shall supply qualified stage employees who are competent to perform the work required and that the Employer is entitled to identify the qualifications required, including the particular skills, experience and safety qualifications required to perform the work.
- 5.05 The Employer has the right to break the crew in whole or in part at any time and replace any casual stage employee who has worked at least forty-eight (48) hours in a work week. Crew scheduling shall be the responsibility of the Supervisor, Technical Operations or designate
- 5.06 The Employer shall give the employees at least twenty-four (24) hours notice to cancel a call. Where twenty-four (24) hours notice has not been given, the employees scheduled to fill the call will be given at least four (4) hours work or four (4) hours pay at the employee's straight-time hourly rate, if no work is available.

## ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union and the employees acknowledge that it is the exclusive right of the Employer to manage its business and, subject only to those specific limitations expressly contained in this Agreement, all rights and prerogatives of management are retained by the Employer. Without limiting the generality of the foregoing, the rights of the Employer shall include but not be limited to:

- (a) the right: to establish rules and policies from time to time to be observed by its employees, and to discipline or discharge employees, provided that no employee, who has completed the probationary period, shall be disciplined or discharged except for just cause;
- (b) the right: to hire, classify, schedule and manage its employees, and to transfer, assign, promote, demote, lay off and recall its employees;
- (c) the right to schedule calls, determine the classifications required and assign duties to stage employees in accordance with its operational needs and stage employees shall perform the duties assigned to them by the Employer; and
- (d) the right: to plan, operate and manage its operations in all respects in order to satisfy its commitments and objectives;

which rights are exclusively the rights of the Employer unless expressly limited by this Agreement.

6.02 It is agreed that there are no departments at the FirstOntario Arts Centre Milton and that the Employer has the right to schedule calls, determine the classifications required and assign duties to stage employees in accordance with its operational needs and stage employees shall perform the duties assigned to them by the Employer. Nothing in this Agreement restricts the right of the Employer to assign a stage employee to work in more than one location during a call.

## ARTICLE 7 - HUMAN RIGHTS

7.01 As partners in creating content that entertains people from around the world, both parties to this agreement recognize the importance of working toward creating an equitable culture, which embraces an inclusive workforce reflective of the community we serve.

It is agreed that the Employer, the Union and the employees shall comply with their obligations under the Ontario Human Rights Code and any disputes under the Ontario Human Rights Code shall be processed through the grievance procedure under this Agreement.

## ARTICLE 8 - NO STRIKES OR LOCKOUTS

- 8.01 The Union and the employees agree that while this Agreement continues to operate, neither the Union nor any employee shall engage in a strike contrary to the Ontario Labour Relations Act, 1995, as amended, nor shall there be any picketing, sympathy strikes or secondary boycotts. The Employer agrees that while this Agreement continues to operate, it shall not engage in a lockout contrary to the Ontario Labour Relations Act, 1995, as amended.

## ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 It is the intent of this grievance procedure to provide for the successful administration of this Agreement by providing this procedure to be utilized by an employee for the prompt discussion and final and binding settlement of any grievance, without stoppage of work, arising from the interpretation, application, administration or alleged violation of this Agreement.
- 9.02 The term "grievance" means a difference involving the interpretation, application, administration or alleged violation of this Agreement and the term "grievance procedure" does not include the procedure for referring a grievance to arbitration.
- 9.03 An employee shall not have a grievance until the issue has been discussed with the employee's supervisor *or designate* and the supervisor has been given an opportunity to resolve the issue.
- 9.04 If the supervisor does not resolve the issue to the employee's satisfaction within five (5) calendar days, the Union may present a written grievance to the Manager, Cultural Services *or designate* in accordance with the grievance procedure.
- 9.05 The Employer shall be under no obligation to consider or process a grievance unless it has been presented to the Manager, Cultural Services *or designate* in writing in accordance with the grievance procedure within fourteen (14) calendar days from the time that the circumstances giving rise to the grievance were known or should have been known to the grievor.
- 9.06 An employee's written grievance shall be presented by the Union as follows:

### **Step No. 1**

- (a) An employee's written grievance must be presented by the Union to the Manager, Cultural Services *or designate* within fourteen (14) calendar days from the time that the circumstances giving rise to the grievance were known or ought to have reasonably been known to the grievor. The written grievance shall set out the facts giving rise to the grievance, the remedy sought and where a specific section of the Agreement is alleged to have been violated it shall be identified. Where the grievance is presented to the Manager, Cultural Services within the fourteen (14) calendar day period, a meeting with the

grievor, the Steward and the Manager, Cultural Services, or designate, and at the option of the Employer a human resources representative, may be arranged at a mutually agreeable time to discuss the grievance, which meeting shall take place within five (5) calendar days from the date the grievance is received by the Manager, Cultural Services or designate. The Employer shall respond to the grievance in writing within three (3) calendar days following the date of the Step No. 1 meeting and the Employer's response shall terminate Step No. 1.

## **Step No. 2**

- (b) If the grievance is not settled at Step No. 1, the party having carriage of the grievance shall refer the grievance to the Director *or designate* in writing within seven (7) calendar days from the date of the Employer's response to the grievance at Step No. 1 but not thereafter. Where the grievance is presented to the Director *or designate* within the seven (7) calendar day period, a meeting with the grievor, the Steward and/or a Union representative, the Director, or designate, and a human resources representative of the Employer, may be arranged at a mutually agreeable time to discuss the grievance, which meeting shall take place within seven (7) calendar days from the date the grievance is received by the Director. The Employer shall respond to the grievance in writing within seven (7) calendar days following the date of the Step No. 2 meeting and the Employer's response shall terminate Step No. 2.

- 9.07 An Employer grievance may be submitted to the Union within fourteen (14) calendar days from the time that the circumstances giving rise to the grievance were known or should have been known to the Employer and the grievance procedure shall apply, with any necessary modifications, to the Employer grievance.
- 9.08 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure within the time specified, provided that the parties may extend the time-limits in the grievance procedure by mutual agreement in writing or confirmed in writing.
- 9.09 Where the party having carriage of a grievance fails to proceed to the next step of the grievance procedure then the decision at the last step of the grievance procedure shall be final and binding on both parties to this Agreement and upon any grievor involved and the grievance shall be deemed to be withdrawn. If a party fails to respond to a grievance within the time provided then the party having carriage of the grievance may proceed to the next step of the grievance procedure.
- 9.10 Although the time limits set forth in this grievance procedure are considered mandatory and not directory, an arbitrator may, pursuant to subsection 48(1 6) of the Labour Relations Act, 1995, extend the time for the taking of any step in the grievance procedure, notwithstanding the expiration of such time,

where the arbitrator is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension; provided that an arbitrator has no jurisdiction to hear or render a decision with respect to a grievance, where the grievance is not presented in writing within thirty (30) calendar days after the circumstances giving rise to the grievance were known or should have been known to the grievor, and the provisions of subsection 48(16) of the Labour Relations Act, 1995, shall not be applicable to the time limits set forth in this sub-article.

## ARTICLE 10 - ARBITRATION PROCEDURE

- 10.01 If the grievance is not resolved through the grievance procedure, the party having carriage of the grievance shall refer the grievance to arbitration by giving notice in writing to the other party within fourteen (14) calendar days after receipt of the written response, but not thereafter. If the response to the grievance is not given in writing within fourteen (14) calendar days following the date of the grievance meeting, the party having carriage of the grievance may give written notice to arbitrate to the other party. If the request for arbitration is not given within the fourteen (14) calendar day period, the written decision through the grievance procedure shall be final and binding on both parties to this Agreement and upon any grievor involved and the grievance shall be deemed to be withdrawn.
- 10.02 A grievance which has been referred to arbitration by a written notice to arbitrate shall be heard by a sole arbitrator who shall be selected by the Employer and the Union within fourteen (14) calendar days from the receipt of the notice to arbitrate. If the Employer and the Union are unable to agree on a sole arbitrator within the fourteen (14) calendar day period then either party may request the Ontario Minister of Labour to appoint an arbitrator.
- 10.03 The arbitrator shall hear and determine the grievance and shall issue a written decision setting out the reasons for the decision and the findings of fact upon which the decision is based, which decision shall be binding upon the parties and upon any employees affected by it.
- 10.04 The arbitrator shall not make any decision inconsistent with the provisions of this Agreement, or add to, alter, modify, imply into or amend any part of this Agreement.
- 10.05 Each party to this Agreement shall bear its own costs of and incidental to any arbitration proceedings. The fees and charges of the arbitrator shall be borne equally by the two parties to this Agreement.

## ARTICLE 11 - DISCIPLINE & PERSONNEL FILES

- 11.01 No employee, who has completed the probationary period, shall be disciplined or discharged except for just cause.

- 11.02 The only recognized personnel file for an employee shall be maintained in the Human Resources division. The personnel file shall be available and open to the employee for inspection in the presence of a Human Resources Representative by contacting the Human Resources Division and arranging for an appointment during normal office hours. An employee shall be entitled, upon request, to copies of any documents contained in the employee's personnel file.
- 11.03 A record of discipline contained in an employee's personnel file will be removed after twenty-four (24) months provided that the employee has not been subsequently disciplined.
- 11.04 An employee shall have the right to have a Union representative present when discipline is being imposed. The Union shall ensure that a representative is made available in a timely fashion.

## ARTICLE 12 - HOURS OF WORK AND OVERTIME

- 12.01 The Employer reserves its right to schedule working hours according to its operational needs. It is agreed that there shall be no pyramiding of premium compensation or duplication of wages for hours worked. The provisions of this Article are neither a guarantee as to the hours of work per day nor as to the number of days of work per week.
- 12.02 The commencement time for calls can be staggered in accordance with the Employer's operational needs. The commencement time for an employee's call is specific to each employee and shall continue until the Employer no longer requires that employee's services or until the employee has had an unpaid break in excess of two (2) hours. Five (5) hours shall constitute the minimum call.
- 12.03 Time shall be computed to the next half (1/2) hour for pay purposes.
- 12.04 For the purposes of calculating overtime, a regular workweek shall commence at 12:01 a.m. Saturday and end at 12:00 midnight the following Friday.
- 12.05 Time worked by an employee in excess of eight (8) straight time hours in a day or forty-four (44) straight time hours in a workweek shall be paid at the rate of one and one half (1.5x) times the straight time hourly rate.
- 12.06 Each employee shall receive a fifteen minute rest period within each 5 hours of work, the timing of which to be at the discretion of the Supervisor, Technical Operations or designate on site.
- 12.07 No stage employee shall be required to work more than five (5) consecutive hours without an unpaid meal break of at least one (1) hour's duration. In the event that the Employer is unable to provide a one (1) hour unpaid meal break, the affected employees shall receive a thirty (30) minute paid meal break. Where in emergencies the Employer is unable to provide a thirty (30) minute

paid meal break, the affected employee will be paid a lump sum of one (1) hour pay at the straight time hourly rate in addition to their regular wage.

- 12.08 Each employee shall be entitled to a period of at least twenty-four (24) consecutive hours free from the performance of work in a work week, or a period of at least forty-eight (48) consecutive hours free from the performance of work in every period of two consecutive work weeks.
- 12.09 A stage employee is entitled to a minimum eight (8) hour rest period in any 24 hour period. Where a stage employee's eight (8) hour rest period is encroached, that stage employee shall be paid one and one half (1.5x) times the straight time hourly rate, for all hours worked which encroach on that eight (8) hour period. In cases of referrals from the Union's hiring hall, stage employees shall not be supplied in such a manner as to incur an encroachment penalty without prior consent of the Employer.
- 12.10 For any call to work that begins after 12:00 am and before 7:00 am, the hours from the start of the call until 7:00 am will be paid at one and a half times (1.5x) the regular hourly rate. Recognizing this is not inclusive of when working past 12:00 am.

#### ARTICLE 13 - RATES OF PAY

- 13.01 Employees shall be paid for all hours worked at rates not less than the straight time hourly rates set out on the attached Schedule "A", except where expressly provided otherwise.
- 13.02 Employees will be paid the rate based on the classification for which they have been called. If the Employer assigns an employee to a higher classification during a call, the employee will be paid at the higher classification rate for the entirety of that call.
- 13.03 Wages shall be paid to employees bi-weekly by bank deposit based on the previous two weeks worked. All wages shall be subject to applicable statutory deductions including income tax, E.I., and CPP.

#### ARTICLE 14 - STATUTORY HOLIDAYS AND VACATION PAY

- 14.01 Each of the following holidays shall be a Statutory Holiday for the purposes of the Agreement:

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

Labour Day  
National Truth and Reconciliation Day  
Thanksgiving Day  
Christmas day  
Boxing Day

- 14.02 Provided the employee is entitled to holiday pay in accordance with the provisions of the Employment Standards Act, 2000, as amended, then the employee's holiday pay for a given holiday shall be calculated in accordance with the applicable provisions of the Employment Standards Act, 2000, as amended.
- 14.03 Time worked on a Statutory Holiday shall be paid at one and one half (1.5x) times the straight time hourly rate. Christmas Day — December 25th; Boxing Day — December 26th; New Year's Day — January 1<sup>st</sup>; and Canada Day July 1<sup>st</sup> shall each be celebrated on the respective day of the week on which they fall each year and work on those days shall be paid in accordance with this provision.
- 14.04 An employee shall be paid vacation pay bi-weekly equal to four (4%) percent of the wages earned, which means regular wages, overtime wages and holiday pay, or the vacation pay the employee is entitled to receive under the Employment Standards Act, 2000, whichever is greater.

#### ARTICLE 15 - LEAVES OF ABSENCE

- 15.01 An employee may request an unpaid leave of absence and the Employer may grant the request, which shall not be unreasonably denied, provided that it does not interfere with the Employer's operational requirements.
- 15.02 An employee is entitled to take pregnancy and parental leave, or other statutory leaves, in accordance with the provisions of the Employment Standards Act.

#### ARTICLE 16 - DOMESTIC OR SEXUAL VIOLENCE LEAVE

- 16.01 Domestic or Sexual Violence Leave will be provided in accordance with the provisions of the Employment Standards Act, 2000, as amended. The following summary is provided for information purposes only and is not intended to enhance or reduce the statutory provisions.
- 16.02 An employee who has been employed by the Employer for at least 13 consecutive weeks is entitled to a leave of absence if the employee or a child of the employee experiences domestic or sexual violence, or the threat of domestic or sexual violence, and the leave of absence is taken for any of the following purposes:
1. To seek medical attention for the employee or the child of the employee in respect of a physical or psychological injury or disability caused by the domestic or sexual violence.
  2. To obtain services from a victim services organization for the employee or the child of the employee.
  3. To obtain psychological or other professional counseling for the employee or the child of the employee.
  4. To relocate temporarily or permanently.

5. To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic or sexual violence. ("Domestic or Sexual Violence Leave")
- 16.03 An employee is not entitled to Domestic or Sexual Violence Leave if the domestic or sexual violence is committed by the employee.
- 16.04 An employee who is entitled to Domestic or Sexual Violence Leave is entitled to take, in each calendar year,
- (a) up to 10 days of Domestic or Sexual Violence Leave; and
  - (b) up to 15 weeks of Domestic or Sexual Violence Leave.
- 16.05 If an employee takes a Domestic or Sexual Violence Leave, the employee is entitled to take the first five such days as paid days of leave in each calendar year and the balance of the employee's entitlement to Domestic or Sexual Violence Leave as unpaid leave.
- 16.06 An employee who wishes to take a Domestic or Sexual Violence Leave shall advise the Employer that the employee will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave as soon as possible after beginning it.
- 16.07 For the purposes of an employee's entitlement to Domestic or Sexual Violence Leave, if an employee takes any part of a day as leave, the Employer may deem the employee to have taken one day of leave on that day.
- 16.08 The Employer may require an employee who takes a Domestic or Sexual Violence Leave to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

#### ARTICLE 17 - BEREAVEMENT LEAVE

- 17.01 The Employer shall grant an employee, who is a member of the House Crew, a bereavement leave of three (3) calendar days for the purpose of preparing for and attending the funeral of an employee's spouse, parent or child.
- 17.02 The Employer shall grant an employee, who is a member of the House Crew, a bereavement leave of one (1) calendar day for the purpose of preparing for and attending the funeral of an immediate family member. Immediate family member is defined as one of the following: sibling, parent in law, grandparent, aunt or uncle.
- 17.03 An employee, who is a member of the House Crew, and who is granted bereavement leave, will be paid for that employee's regularly scheduled hours of work, during the period of leave, up to a maximum of eight (8) hours per calendar day, at the employee's regular rate.

## ARTICLE 18 - JURY DUTY

- 18.01 Where an employee, who is a member of the House Crew, is required to serve as a juror or as a witness in a court proceeding and provides proof of that obligation to the Employer, the Employer will grant the employee paid court leave to serve as a juror or as a witness.
- 18.02 An employee, who is a member of the House Crew, and who is granted court leave will be paid for that employee's regularly scheduled hours of work, during the period of the leave, up to a maximum of eight (8) hours per calendar day, at the employee's regular rate, minus any amount received by the employee for acting as a juror or as a witness in a court proceeding.
- 18.03 When an employee is excused as a juror for one half day or more, the employee will return to the workplace and complete the employee's regularly scheduled hours of work.

## ARTICLE 19 - INCIDENTAL LEAVE

- 19.01 An employee, who is a member of the House Crew, shall be entitled to six (6) paid sick leave days per calendar year. There is no financial conversion for unused sick leave days and unused sick leave days shall not be paid out upon termination of employment.
- 19.02 The employee shall notify the Employer when it is necessary to be absent due to illness or accident. The Employer may require medical confirmation of the reason for the absence, when the absence exceeds three (3) working days or in cases of frequent absences.
- 19.03 An employee, who is a member of the House Crew, and who is eligible to claim sick leave days, shall be reimbursed for that employee's regularly scheduled hours of work from that employee's available sick leave days, up to a maximum of eight (8) hours per calendar day, at the employee's regular rate, until that employee's sick leave days are exhausted.

## ARTICLE 20 - HEALTH AND WELFARE BENEFITS

- 20.01 The Employer shall contribute an amount equal to three and one half (3.5%) of each stage employee's gross wages earned in the prior month to the IATSE Local 129 Health and Welfare Fund. These Health and Welfare contributions shall be remitted monthly by direct deposit payable to the "Trustees of the IATSE Local 129 Health and Welfare Trust" on or before the 15<sup>th</sup> day of the month following the month in respect to which the contributions are made, along with an electronic statement identifying the amount of the contributions and the identity of each stage employee on whose behalf the contributions are made.
- 20.02 Upon request the Trustees will provide the Employer with a statement of guarantee confirming that the Health and Welfare contributions have been

deposited into the Trust Fund. At no time shall monies from the Health and Welfare Trust Fund be used for the general administration of the Union or for the purpose of a strike fund, or any other purpose whatsoever.

#### ARTICLE 21 - GROUP RRSP

- 21.01 Each stage employee who participates in the IATSE Local 129 Group Registered Retirement Savings Plan, and who does not participate in the OMERS Pension Plan under this Agreement, shall contribute three (3%) of their gross wages, by payroll deduction to which the Employer will make a three (3%) contribution. These combined contributions shall be remitted monthly by direct deposit payable to the Registered Retirement Savings Plan of IATSE Local 129 on or before the 15<sup>th</sup> day of the month following the month in respect to which the contributions are made, along with an electronic statement identifying the amount of the contributions and the identity of each stage employee on whose behalf the contributions are made.

#### ARTICLE 22 - OMERS PENSION PLAN

- 22.01 An eligible stage employee is entitled to participate in the Ontario Municipal Employee Retirement System ("OMERS") pension plan (the "OMERS Pension Plan") in accordance with its terms. An eligible stage employee who is required to or elects to participate in the OMERS Pension Plan, shall cease to participate in the IATSE Retirement Savings Plan under this Agreement, and shall make the required employee contributions to the OMERS pension fund, which contributions shall be deducted from the employee's wages. The Employer shall make the required employer contributions to the OMERS pension fund on behalf of an eligible stage employee who is required to, or if not required to elects to participate in the OMERS Plan. An eligible stage employee who elects not to participate in the OMERS Pension Plan shall sign the necessary forms to confirm their decision not to participate, but no liability will attach to the Employer should an employee fail to do so. It is agreed that the OMERS Pension Plan referred to in this Article is not incorporated by reference into this Agreement, and that OMERS or the Ontario Government may, at any time change administrators or the terms of the OMERS Pension Plan, including the eligibility of the Employer or its employees to participate in OMERS
- 22.02 Stage employees who work for OMERS employers other than the Employer, are deemed to have elected not to participate in OMERS under this Agreement, unless they notify the Employer that they are an OMERS member, or that they want to be considered for OMERS membership; and to participate in OMERS under this Agreement.
- 22.03 For greater certainty, any stage employee who is required to or elects to participate in OMERS shall cease to be eligible to make contributions to, and shall not receive any Employer contribution to the IATSE Local 129 Group Registered Retirement Savings Plan in respect of service on and after the date they become an OMERS member and begin to participate in the OMERS Pension Plan under this Agreement.

## ARTICLE 23 HEALTH & SAFETY

- 23.01 The Employer shall maintain a joint health and safety committee in accordance with the provisions of the Ontario Occupational Health and Safety Act. The joint health and safety committee shall have one (1) employee member selected by the Union from the bargaining unit. The joint health and safety committee shall keep minutes of its proceedings and post the prior quarter's minutes on a bulletin board.
- 23.02 The Employer shall maintain on its premises, the required number of fire extinguishers and First Aid Kits, which shall be inspected periodically, and accessible to all employees.
- 23.03 An employee who is injured during working hours, who is required to leave for medical treatment as a result of the injury, shall receive payment for the rest of the shift at the employee's regular rate and, if required, the employee shall be provided with transportation to a medical facility.
- 23.04 The Corporation will reimburse members of the house crew the value of the receipt submitted for the purchase of green label CSA approved safety footwear up to a maximum of \$225.00 per each year of the Collective Agreement
- 23.05 Employer agrees to provide sanitary products, free of cost, in all Stage Employee washrooms

## ARTICLE 24 -YELLOW CARD SHOWS

- 24.01 The Employer, when acting as a producer of a Yellow Card Show, agrees to honour the minimum crew specified by the Yellow Card where such is applicable and further agrees not to reduce the number of Employees working the performances of a Yellow Card Show unless the show has been modified.

## ARTICLE 25 -TERM OF AGREEMENT

- 25.01 This Agreement shall remain in full force and effect for a term extending from the date of ratification until June 30, 2026.
- 25.02 This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. The parties recognize that this agreement sets forth all obligations the Employer has toward the Union and the employees engaged under this Agreement, notwithstanding any additional terms discussed by the parties during bargaining or any past practices not embodied in this agreement.
- 25.03 In the event that prior to the expiration date of the Agreement either party desires to negotiate a new Agreement, notice in writing shall be given to the other party not less than thirty (30) days and not more than ninety (90) days prior to the expiration date of this agreement.

Executed by the Employer and the Union in the Town of Milton as of the 27<sup>th</sup> day of July 2023.

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

**The Corporation of the Town of  
Milton o/a FirstOntario Arts Centre  
Milton**

*Michael Ragan*

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GARY NOLAN

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SCHEDULE "A"

STRAIGHT TIME HOURLY RATES

EFFECTIVE UPON RATIFICATION

<b>Classification</b>	<b>July 1, 2023</b>	<b>July 1, 2024</b>	<b>July 1, 2025</b>
Head Technician	\$35.58	\$36.47	\$37.38
Special Operator – House Crew	\$30.56	\$31.32	\$32.10
Special Operator - Casual	\$30.04	\$30.79	\$31.56
Stage Employee	\$21.15	\$21.68	\$22.22

BY THIS MEMORANDUM OF AGREEMENT made as of this **27<sup>th</sup> day of July, 2023** between The Corporation of the Town of Milton o/a FirstOntario Arts Centre Milton (the "Employer") and The International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artist, and Allied Crafts of the United States, its Territories and Canada, Local 129 (the "Union"), the Employer and the Union agree to enter into an Extra Hours of Work Agreement in accordance with section 17 and 18 of the Employment Standards Act, 2000 on the following terms:

1. This Extra Hours of Work Agreement applies to all employees covered by the collective agreement between the Employer and the Union.
2. **Extra Daily Hours:** The Union consents on behalf of the employees in the bargaining unit to allow them to work up to sixteen (16) hours per day or the daily maximum allowed by the Employment Standards Act, 2000.
3. **Weekly Hours:** Each employee shall be entitled to a period of at least twenty-four (24) consecutive hours free from the performance of work in a work week, or a period of at least forty-eight (48) consecutive hours free from the performance of work in every period of two consecutive work weeks.
4. **Extra Weekly Hours:** The Union also consents on behalf of the employees in the bargaining unit to allow them in exceptional circumstances to work more than 48 hours in a week to a maximum of sixty-four (64) hours in a work week.
5. This Extra Hours of Work Agreement shall remain in effect for as long as the terms of the collective agreement between the Employer and the Union remain in effect.

EXECUTED BY the Employer and the Union as of this **10<sup>th</sup> day of November, 2023** in the Town of Milton, in the Province of Ontario.

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

**The Corporation of the Town of Milton  
o/a FirstOntario Arts Centre Milton**

*Michael Regan*

GARY NOLAN

