

COLLECTIVE AGREEMENT

**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	1
ARTICLE 2	RECOGNITION	1
ARTICLE 3	SCOPE.....	1
ARTICLE 4	MANAGEMENT RULES AND RIGHTS.....	1
ARTICLE 5	NO STRIKE OR LOCKOUT	2
ARTICLE 6	DISPUTE RESOLUTION.....	2
6.01	Grievance Procedure.....	2
6.02	Mediation.....	2
6.03	Arbitration, Ministry of Labour.....	2
ARTICLE 7	NON-PERMANENT EMPLOYEES	2
7.01	Supply by Union and Employment by Corporation	2
(f)	Minimum Crews	3
7.01.1	Wardrobe	3
7.01.2	Crew Chief.....	3
7.02	Work in Costume	4
7.04	Cancellation.....	4
7.05	Assignments	4
7.06	Computation, Recording of Time	4
7.07	Vacation Pay.....	4
7.09	Straight Time, Overtime.....	4
7.10	Rentals.....	5
7.10.1	Performance within a Rental	5
7.10.2	Traveling Shows Operating With Yellow Cards	5
7.10.3	Design Work required for Rentals	5
7.10.4	Benefits.....	5
ARTICLE 8	PERMANENT EMPLOYEES.....	6
8.01	Employment of Permanent Employees.....	6
8.02	Time Calculation and Overtime Averaging	6
8.03	RRSP.....	7
8.04	Sick Leave	7
8.05	Bereavement Leave.....	7
8.06	Jury Duty	7
8.07	Professional Development.....	7
8.08	Leave of Employment.....	7
		0

8.09	Termination of Employment	7
8.10	Vacation Time, Vacation Pay	8
8.11	Statutory Holidays	8
8.11	Non-guarantee	9
ARTICLE 9 GENERAL		9
9.01	Program Credits	9
9.02	Tools.....	9
9.04	Union Access to Premises	9
9.06	Co-op Students	9
9.07	Pay Equity	9
9.08	Show Reports.....	9
ARTICLE 10 DEFINITIONS		9
10.01	Work Day and Work Week	9
10.02	Final Curtain	10
10.03	Technical Rehearsal	10
ARTICLE 11 PAYMENTS AND DEDUCTIONS		10
11.01	Agreement to Pay.....	10
11.02	Payment Schedule	10
11.03	Dues Check-off	10
ARTICLE 12 STATUTORY HOLIDAYS (non-permanent).....		11
ARTICLE 13 DURATION OF CALLS		11
13.01	Performance, Dress Rehearsal Duration	11
13.02	Technical Rehearsal Duration.....	11
ARTICLE 14 MINIMUM CALLS		11
14.01	Performance Call	11
14.02	Work Call	12
14.03	Take-In/Out, Set-up/Strike in Conjunction with Performance.....	12
14.04	Theatre for Young Audiences.....	12
14.05	Changeover	12
ARTICLE 15 BREAKS.....		12
ARTICLE 16 HEALTH AND SAFETY.....		13
16.01	Workplace Safety and Insurance Act.....	13
16.02	PPE Allowance	13
16.03	Menstrual Products	13

16.04 Breast Feeding13
ARTICLE 17 TERM, RENEWAL.....13
17.01 Notice to Negotiate13
17.02 Automatic Renewal.....13
ARTICLE 18 APPENDICES.....14
ARTICLE 19 MISCELLANEOUS.....14

ARTICLE 1 PURPOSE

The general purpose of this Collective Agreement is 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:

- (a) the take-in, set-up, take-down and put-up of all stage presentations and/or dress and technical rehearsals;
- (b) all construction, alterations, installation, maintenance and operation of stage lighting and spotlight equipment, scenery and sound equipment, costumes;
- (c) 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;
- (d) all work pertaining to the setting up and taking down of orchestra stands and chairs for dress and technical rehearsals and/or performances;
- (e) the maintenance of the lighting, only in the actual performance areas of the Theatre, where applicable;
- (f) 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;
- (g) 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:

- (a) 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;
- (b) 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:

- (a) 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;
- (b) 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;
- (c) a member or person supplied by the Union and employed by the Corporation can be disciplined or discharged for cause;
- (d) 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 give due regard to the effect on the show and shall consult with the Corporation when making these substitutions;
- (e) the number of employees required in the workforce by the Corporation and their respective assignments will be determined by the Corporation, **subject to minimum crew list (f)**

(f) Minimum Crews

The minimum crew for a Theatre Aquarius production will be:

Head of Lighting (permanent Employee)

Head of Sound (permanent Employee)

Head Stage Carpenter

Fly Person (When Flies are required)

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 supersede that 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 and fifty cents (\$1.50)** 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 dollar and fifty cents (\$1.50)** per hour in addition to the Basic Hourly Rate for each performance so worked in said costume.

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

- a) Time shall be computed to the next **half (1/2)** hour for pay purposes
- b) 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:

- (a) for the first eight (8) hours the basic hourly rate;
- (b) for the hours of work performed beyond eight (8) hours, one and one half (1½) times the basic hourly rate;

- (c) 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.
- (d) all overtime hours under this Article and under Article 8.02 must be authorized in advance, in writing, by the Production Manager, or Designate;
- (e) 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, the following rates shall be paid:

- (a) the basic hourly rate for the first eight (8) hours;
- (b) one and one half (1½) times the basic hourly rate beyond eight (8) hours and up to twelve (12) hours;
- (c) two (2) times the basic hourly rate for work beyond twelve (12) hours;
- (d) 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.;
- (e) whenever possible and practical, for a later call in a day of work for Theatre Aquarius, the Union shall first call its members 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.

7.10.3 Design Work required for Rentals

When Design work is required by Employees working rentals a fee of \$100 shall apply

7.10.4 Benefits

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.

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, 2026:-The Corporation shall contribute **two and a half percent 2.5%** 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

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

- (a) the Corporation will endeavor 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;
- (b) 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;
- (c) 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;
- (d) 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.
- (e) **.When new Employees are hired who are not already members of the Union. The Employer will provide one paid half hour of time for the Employee to meet with a Union Representative for union orientation and on-boarding**

8.02 Time Calculation and Overtime Averaging

- (a) All permanent Employees' hours shall be accumulated at straight time until forty-four (44) hours have been achieved.
- (b) 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

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.

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

- (a) 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.

- (b) 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

<u>Service</u>	<u>Time or Payment</u>
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 Statutory Holidays

The following Public Holidays shall be considered as paid holidays, from which each Employee shall choose ten (10) for which they shall receive Holiday pay subject to the qualifications hereinafter set out.

New Year’s Day	Canada Day	Christmas Day
Good Friday	Civic Holiday	Boxing Day
Victoria Day	Labour Day	Christmas Eve Day
Family Day	Thanksgiving Day	National Day for Truth and Reconciliation

For those Employees who have not submitted a list of their choice (to be chosen on an annual basis, Permanent Employees by September 1st and temporary employees with their first timesheet). For any Employee who does not submit a choice (which includes permit and casual workers), the Employer shall apply the default list below:

New Year’s Day	Canada Day	Thanksgiving Day
Good Friday	Civic Holiday	Christmas Day
Victoria Day	Labour Day	Boxing Day
Family Day		

If an Employee requests to have a day off to celebrate a religious or cultural holiday that is not listed in Section 5.01 (including National Day for Truth and Reconciliation), the Employee shall be allowed such time off without pay and without jeopardizing their employment

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.

9.04 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.

9.06 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.

9.07 Pay 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

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:

- (a) a day is defined as beginning at 8:00 a.m. and continuing through until 8:00 a.m. the following day (24 hours);

- (b) the work week shall be defined as beginning 12.01 a.m. Sunday and ending the following Saturday at midnight.
- (c) **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 from 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

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

- (a) 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 hereto and forming part of this Agreement.
- (b) 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 ending on 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 (non-permanent)

- a) The following holidays, and any subsequent holiday 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

- b) 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.
- c) 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

- (a) all technical rehearsals shall not exceed five (5) hours, starting from the time when the Employee's work call begins.
- (b) 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
- (c) 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

- (a) 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/her last cue, including beginning work on the strike of the last performance, if requested,

- (b) 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

- a) 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.
- b) 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

- a) 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.
- b) 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 MEAL BREAKS

- a) An unpaid meal break of one (1) hour shall be given to an Employee after four (4) hours of continuous work, except as provided for in Article 13.02. **This maybe extended to five (5) hours one (1) time per day** Meals shall be taken in the area designated for that purpose by the Corporation.
- b) **If a meal break is not provided as outlined in 15 (a)**, 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 HEALTH AND SAFETY

16.01 Workplace Safety and Insurance Act

- a) 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
- b) 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.
- c) Each Employee supplied by the Union shall be responsible to be trained and certified to perform the work for which they are employed.

16.02 PPE Allowance

The Corporation shall pay, upon the submission of appropriate receipts, up to **\$150.00** every two years for the purchase of personal safety equipment by employees who are Permanent Employees.

16.03 Menstrual Products

The Employer will take necessary steps to ensure menstruation products are made available to Employees in all workplace washrooms at no cost to Employees

16.04 Breast Feeding

The Employer will provide, upon request, a comfortable, clean private area for the purposes of Breastfeeding or pumping for a breastfeeding child, and sufficient breaks to do so

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 in good 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, 2024 to the 30th day of June 2027 **and shall continue automatically thereafter for annual periods of one (1) year**, 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

- (a) The captions in the Agreement are included for convenience only and shall have no effect on the construction and interpretation thereof.
- (b) No amendment, modification or supplement to this Agreement shall be valid or binding unless set out in writing and executed by the parties hereto.

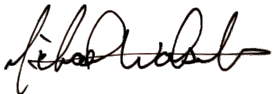
This Agreement shall be in force and binding on both parties from the 1st day of July 2024 to the 30th day of June, 2027.

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**



Kelly Straughan
Executive Director



Michael Walsh
Director of Production



[Gary Nolan \(Aug 2, 2024 09:09 EDT\)](#)

Gary Nolan
Business Agent



[Michael Reagan \(Aug 2, 2024 09:11 EDT\)](#)

Mike Reagan
President

SCHEDULE "A"

PERMANENT EMPLOYEES

(Weekly / Hourly)

		July 1–June 30		
		2%	2.5%	3.5%
	<i>CURRENT</i>	<i>24/25</i>	<i>25/26</i>	<i>26/27</i>
Head Carpenter	\$29.38	\$29.97	\$30.72	\$31.79
Head Of Lighting	\$29.38	\$29.97	\$30.72	\$31.79
Head Of Sound	\$29.38	\$29.97	\$30.72	\$31.79
Head of Wardrobe	\$29.38	\$29.97	\$30.72	\$31.79
Assistant Carpenter	\$25.42	\$25.93	\$26.58	\$27.51
First Hand/Cutter	\$25.42	\$25.93	\$26.58	\$27.51

NON PERMANENT EMPLOYEES

(Hourly)

		July 1–June 30		
		2%	2.5%	3.5%
	<i>CURRENT</i>	<i>24/25</i>	<i>25/26</i>	<i>26/27</i>
Stage Employee	\$23.92	\$24.40	\$25.01	\$25.88
Wardrobe Buyer	\$23.92	\$24.40	\$25.01	\$25.88
Wardrobe Stitcher	\$23.92	\$24.40	\$25.01	\$25.88
Dresser	\$23.92	\$24.40	\$25.01	\$25.88
Wardrobe Maintenance	\$23.92	\$24.40	\$25.01	\$25.88
Special Operators	\$24.98	\$25.48	\$26.12	\$27.03

Special Operators(**List is explanatory and not necessarily exhaustive**) : Flypersons, RF Technicians, Automation technicians, *Spotlights, Film and Slide Projection, Sound Monitors, Tape machines and 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

- I. Re Steel toe work boots – Please note that “work boots” refers to CSA approved steel reinforced shoe or boot.
- II. 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.
- III. 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.
- IV. We also encourage the wearing of work boots for pick-ups, delivery and receiving of construction materials and scenery.
- V. 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.
- VI. 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 includes RF 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.

LETTER OF UNDERSTANDING

BETWEEN:

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE
TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES,
ITS TERRITORIES
AND CANADA, **LOCAL 129**
(hereinafter referred to as the "UNION")

AND

Theatre Aquarius, Canada
(hereinafter referred to as the "Company")

By way of this letter of understanding, the Union and The Company hereby agree meet to evaluate and explore options regarding the health benefits plan for permanent employees, in order to address participation and affordability.

Michael Reagan

[Michael Reagan \(Aug 2, 2024 09:11 EDT\)](#)

Signed for the UNION



Signed for Theatre Aquarius

Signed this 15th day of July, 2024











IATSE L 129 THeatre Aquarius Collective Agreement 2024-2027


Final Audit Report

2024-08-02


Created:	2024-08-02
By:	Cindy Jennings (cindymichellejennings@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyW2B0EQD5wxXL3uSjGXsZtsBalYpsLqS

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-  Document created by Cindy Jennings (cindymichellejennings@gmail.com)
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 Agreement completed.

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