

COLLECTIVE AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF GUELPH

(hereinafter referred to as the "Employer")

---AND---

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
OF THE UNITED STATES, ITS TERRITORIES AND CANADA
LOCAL NO. 357

(hereinafter referred to as the "Union")

Effective from January 1, 2018 to December 31, 2020

MASTER COPY

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ARTICLE ONE- PURPOSE OF THE AGREEMENT

- 1.01 It is the general purpose of this Agreement to set forth the conditions of employment, the rates of pay, and hours of work to which both parties have agreed and to provide a procedure for prompt and fair settlement of grievances.

ARTICLE TWO - RECOGNITION

- 2.01 The Employer hereby recognizes the Union as the sole collective bargaining agent for all part-time stage employees at the River Run Centre, City of Guelph save and except the Supervisor of Technical Services and persons above that rank and stage employees covered by a subsisting Collective Agreement with the Canadian Union of Public Employees (C.U.P.E.), Local No. 973.
- 2.02 The Employer and the Union recognize the benefit of regular meetings of the parties to discuss matters of mutual interest, therefore the Employer's Supervisor of Technical Services, the Union's Business Agent and the Union's River Run Steward will meet quarterly or as necessary commencing October 2006. Either party may submit an agenda one (1) week prior to any meeting.

ARTICLE THREE- MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the Employer directs the control of its properties and premises.
- 3.02 The Employer shall have the right to make such reasonable rules and regulations as it may deem necessary for the conduct and management of the performances and working conditions; the right to the direction of its work force and to dismiss and discipline for just cause subject to the grievance procedure.
- 3.03 The number of those stage employees covered by the subsisting Collective Agreement with C.U.P.E. Local 973 (the C.U.P.E. stage employees) is solely at the discretion of the Employer

ARTICLE FOUR - EMPLOYEES

- 4.01 The Employer agrees for all stage work not covered by the subsisting Collective Agreement with C.U.P.E. Local 973 to employ only part-time stage employees supplied by the Union. All such part-time stage employees shall remain in good standing with the Union as a condition of their employment with the Employer.
- 4.02 Subject to Article 4.01, the Union agrees to supply all part-time stage employees the Employer requires.
- 4.03 The Employer will make every attempt to provide the Union with a minimum of ninety-six (96) hours' notice of its requirements. The Union will make every attempt to notify the Employer of who the employees are no later than 17:00 hours the day before. The Union shall notify the Employer at least forty-eight (48) hours prior to the commencement of the call if it is unable to fill the required positions.

It is agreed and understood that in the event that the Union is unable to fill a position as required, in that specific instance the Employer shall be at liberty to make such other arrangements as may be necessary provided that the Union is notified of same. It is further understood that, in the event that the Union is unable to fill a position as required, the Union shall not be deemed to be in breach of this Agreement

- 4.04 A) Where the Employer wishes to allow volunteers or co-op students to perform work covered by the Collective Agreement, it is agreed and understood that the use and placement of such volunteers or co-op students shall not displace any bargaining unit employee. For non-profit community events volunteers will be allowed to work with members of the Union subject to considerations of technical competence and safety. A designated representative of the Union or a C.U.P.E. stage employee and a designated representative of the Employer shall rule on technical competence and safety. **In order to utilize volunteers or a co-op student the Employer shall advise the Union at least two weeks** in advance when volunteers are scheduled for a show and, **in the case of a co-op student** the duration and the schedule once accepted for a work term.
- B) In all cases, volunteer crews and co-op students must work under the direction of or be supervised by either a stage employee covered by this Collective Agreement or a C.U.P.E. stage employee.

ARTICLE FIVE -JURISDICTION

- 5.01 Subject to provisions outlined elsewhere in this Agreement, it is agreed that all construction, installation, alteration, operation and maintenance of stage equipment in the Employer's premises including, but not limited to, scenery, drapes, picture sheets, lighting, sound, projection equipment and special effects created by whatever method shall be performed by members of the Union or a C.U.P.E. stage employee. Volunteers may assist in the performance of these duties subject to Article 4.04 (a).
- 5.02 Employees of suppliers of original equipment may be called in to modify or repair their equipment. Original installation shall also be included in this section but, if the equipment to be installed, modified or repaired is equipment that would normally, when in use, could be the responsibility of an employee working under this Agreement, then an employee working under this Agreement shall be present during installation, modification or repair of such equipment if a C.U.P.E. stage employee is not present. Under no circumstances shall employees of suppliers of original equipment be allowed to work in the Employer's premises without the presence of an employee covered under this Agreement or a C.U.P.E. stage employee.
- 5.03 All sets used by the Employer in any production produced by the Employer shall be produced by the Union or a C.U.P.E. stage employee or any other I.A.T.S.E. local.
- 5.04 Video capture equipment shall be moved, set up and operated by members of the Union or a C.U.P.E. stage employee. This Article does not apply to any client of the River Run Centre who wishes to capture an archival video recording using one stationary camera that does not require an operator; for the purpose of news, promotion or publicity that is less than two (2) minutes per production, as viewed by the public.

- 5.05 Video playback by tape, cassette, disc or other system, video monitor, video and film projection, laser and/or hologram projection and any other systems used to create visual images as an element of production shall be moved, set up and operated by employees supplied by the Union or a C.U.P.E. stage employee. This shall not be construed to apply to seminar-type situations in the Co-operators Hall, Canada Company Hall or the River Run Board Room.
- 5.06 The Employer shall only subcontract work covered by this Collective Agreement to entities bound to a Collective Agreement with the Union.
- 5.07 The Employer will ensure that those who lease or rent the River Run premises where or when work covered by this Collective Agreement will be performed they will abide by the terms of this Collective Agreement. This shall not be construed to prohibit the ability of a production to continue to employ their personnel subject to the house minimums:
- A) Main Stage Theatre- two (2) or three (3) if "Flys" are used;
 - B) Co-operators Hall - two (2), with the understanding that one position is assigned to the stage. This minimum does not apply at times when the space is being used for non-performance purposes (i.e. as a dressing room, warm-up space, workshops).
 - C) Canada Company Hall - one (1), except for weddings, and other events not using any technical equipment or events utilizing the EON or similar type system (two powered speakers and a microphone). The Employer agrees not to reduce the required number of stage employees required by a production and in this regard, the Employer agrees to forward a copy of the "tech rider" to the Union.

D) For events requiring less than minimum crew, the Employer will notify the Union at least forty-eight (48) hours in advance to have the minimum crew reduced. Permission will not be unreasonably withheld.

5.08 The Employer shall not assign bargaining unit work other than to members of the bargaining unit or a C.U.P.E. stage employee.

5.09 The Employer agrees that no member of Management shall perform any duties that are specified or implied to be within the jurisdiction of the Union except in the case of a short-term emergency.

5.10 The Employer 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 specified unless the show has been modified.

In the event that a touring production duly authorized by IATSE is presented at the River Run Centre, the Union and the Employer acknowledge and agree that travelling IATSE stagehand employees so authorized to travel with the touring production in accordance with the IATSE Constitution and Bylaws, rules and regulations shall be permitted to perform stagehand work at the River Run Centre. Notwithstanding the foregoing, the Union and the Employer further acknowledge and agree that under no circumstances shall IATSE travelling stagehand employees in any Department exceed the number of employees covered under this Agreement

ARTICLE SIX- ACCESS TO PREMISES

- 6.01 The Designated Representative of the Union shall be admitted at all reasonable times to any area within the jurisdiction of the Union in the Employer's premises.
- 6.02 The Employer agrees, at its discretion, to allow stage employees covered by this Agreement who apply to the authorized representative of the Employer, access to equipment and work areas for the purpose of instructing apprentices and other interested members in the proper use of equipment and work techniques.

ARTICLE SEVEN - HOURS OF WORK

- 7.01 Four (4) hours shall constitute the minimum work call. Any call may be extended provided the appropriate meal and rest periods are observed.
- 7.02 Part-time stage employees who work a performance and load-out shall be paid a minimum of four (4) hours, subject to regular overtime provisions.
- 7.03 Any recall to work after a break of greater than two (2) hours shall constitute a new four (4) hour call.
- 7.04 Any work in excess of a minimum call shall be paid in one-half (½) hour increments for each one-half (½) hour or portion thereof.
- 7.05 Performance Calls shall begin one hour (1) before the advertised curtain time.
- 7.06 A Dress Rehearsal shall be considered the same as a Performance Call.
- 7.07 Employees shall have an eight (8) hour rest period between the conclusion of one day's call and the start of the next call within each specific production. If the rest period is not provided, then each employee so called shall be paid their prevailing rate for that call plus two (2) hours pay at the prevailing hourly rate.

7.08 A one (1) hour unpaid eating period shall be given after four (4) consecutive hours of work, but in special circumstances only, five (5) consecutive hours of work will be permitted without an eating period.

On a call involving a combination of the show followed immediately by the load out; **where the load out will not exceed two (2) hours**; the eating period could be scheduled less than one (1) hour. In these cases, Article 7.09 will not apply.

7.09 If a one (1) hour eating period is not possible, the Employer shall provide, at no charge, a meal for all employees and a minimum paid one-half ($\frac{1}{2}$) hour in which to eat the meal.

7.10 Working for six (6) hours without a eating period on a call between 08:00 hours and 24:00 hours will be permitted only when absolutely necessary and by agreement of the Designated Representative of the Union.

7.11 The sixth (6th) hour shall be paid at double the rate prevailing at the end of the fifth (5th) hour. This rate shall apply until the individual has a full one (1) hour eating period.

7.12 When after six (6) consecutive hours of work a one (1) hour eating period is not possible, the Employer shall provide a proper meal for all employees at no charge and a minimum paid one-half ($\frac{1}{2}$) hour in which to eat the meal.

7.13 There shall be a fifteen (15) minute rest period approximately in the middle of each call. In the case of employees who are required to work a Performance Call as well as the take down and load out, the fifteen (15) minute rest period shall be taken at intermission. If the employee is required to work during intermission a fifteen (15) minute rest period may be taken at the end of the performance.

7.14 Work done between 24:00 hours and 08:00 hours except for take down and load outs shall be paid at the rate of two (2) times the basic hourly rate.

7.15 Employees shall be paid one and one-half (1 ½) times the basic hourly rate when the hours of work exceed eight (8) hours per day or forty (40) hours per week.

Overtime if required and authorized by the Employer, up to thirteen (13) hours in a day, is not optional

7.16 Load outs commencing or continuing on a Monday between 00:01 and 07:59 shall be paid at time and one half (1½) the basic hourly rate. All other work on a Monday between 00:01 and 07:59 shall be subject to Article 7.14. Hours worked on a Monday between the hours of 08:00 to 23:59 shall be paid at time and one half (1½) the basic hourly rate.

7.17 **The minimum notice of cancellation of a scheduled call for reasons other than Acts of God shall be Twenty-four (24) hours; or in accordance with the Employment Standards Act (whichever is greater). In lieu of such minimum notice, each employee who has his or her call cancelled shall be paid for a single four (4) hour call.**

Notice will have deemed to be given after the Designated Representative of the Employer has contacted the Designated Representative of the Union, verbally or otherwise.

ARTICLE EIGHT- PUBLIC HOLIDAYS

8.01 The following days shall be considered Public Holidays for all employees

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

8.02 A Public Holiday shall begin at 00:00 hours the preceding day and shall end thirty-two (32) hours later at 08:00 hours the following day with the exception of Christmas Day which shall begin at 18:00 hours the preceding day.

8.03 Entitlement to Public Holiday payment shall be computed in **accordance with the Employment Standards Act.**

8.04 Employees who work on a Public Holiday shall be paid at the rate of one and one-half (1 ½) times their Basic Hourly rate for the first eight (8) hours of work and two (2) times the Basic Hourly rate for all hours worked in excess of eight (8) hours. It is agreed and understood that such payments are in addition to any entitlement due under Article 8.03.

8.05 Should the Provincial Government introduce any additional holidays to the Employment Standards Act, such additional Public Holidays shall affect this Collective Agreement in the same manner.

ARTICLE NINE- VACATION PAY

- 9.01 Employees shall be paid vacation pay weekly equal to the percentage of all monies earned by the employee **as outlined in the Employment Standards Act.**

ARTICLE TEN- RETIREMENT BENEFITS

- 10.01 The Employer shall deduct from each employee an amount equal to five and one quarter (5¼) percent of gross pay as Retirement Benefits. The Employer shall contribute for each employee an equal amount. Employees actively working beyond the maximum age allowable under the law or those Employees actively working that are not eligible to join the retirement benefit plan shall receive the cash equivalent of the Employer's retirement contribution included in their weekly wages. The Union will notify the Employer of any new Employee at the time of hiring not eligible for the retirement benefit plan.
- 10.02 In addition to the foregoing, the Employer shall pay the employer's portion of the Canada Pension Plan Contributions.

ARTICLE ELEVEN - UNION DUES

11.01 The Employer shall deduct Union dues, as established by the Union, from the weekly gross pay of all employees. The dues shall be deducted weekly and submitted to IATSE 357 via cheque payable to "IATSE Local 357", or if available, electronic funds transfer, no later than the fifteenth (15th) of the month for deductions made in the month prior. A statement will be mailed or emailed indicating the names in alphabetical order, Social Insurance Numbers, gross earnings and the amount deducted for each employee. The Union shall notify the Employer in writing of any changes in the amount of the dues to be deducted and it shall take effect within a minimum notice of thirty (30) days after receipt of notification.

11.02 (A) The remittances in Articles 10.01 and 12.03 (deductions and/or contributions) including all applicable Ontario Retail Sales Tax and/or Federal Harmonized Sales Tax shall be remitted to the Administrator of the I.A.T.S.E. Local 357 Benefit Trust Fund monthly by the fifteenth (15th) day of the month following the last pay period of each month by cheque(s) made payable to "I.A.T.S.E. Local 357 Benefit Trust Fund" and sent to the Fund Administrator. The Union shall inform and keep the Employer current on the mailing address of the Fund Administrator on a timely basis.

The remittance(s) shall be accompanied by a statement showing the name(s) in alphabetical order and Social Insurance Numbers of all those employees for whom deductions and/or contributions have been made in accordance with Articles 10.01 and 12.03 and the respective amounts in each case (including nil reports if no I.A.T.S.E. members work in the month).

- (B) Remittances to the Trust Fund(s) due and/or payable by the Employer shall be, and are deemed to be, held in trust by the Employer for the Trustees of the Trust Fund(s) until remitted to the Trust Fund(s).
- (C) If the Employer defaults in remitting payments required to be made pursuant to the Collective Agreement and if such default continues for fifteen (15) days, thereafter the Employer shall pay to the Trust Fund(s), as liquidated damages and not as penalty, an amount equal to ten percent (10%) of the arrears for each month or part thereof in which the Employer is in default. In addition to the liquidated damages, interest shall run at the rate of two (2%) per month (twenty-four 24% per year compounded monthly) on any unpaid arrears, including liquidated damages.
- (D) The Employer's obligation to make remittances to the Trust Fund(s) shall not be subject to any right of set-off or counter claims which the Employer may have respecting any liability owed to it by the Union or by an Employee.

ARTICLE TWELVE- HEALTH, ACCIDENT, SICKNESS

12.01 The Employer will make the appropriate arrangements, including the payment of appropriate premiums, to ensure that each and every employee working under this Collective Agreement has coverage for injuries arising from accidents suffered in the course of employment for the purposes of the Workplace Safety and Insurance Act. However, it is understood and agreed that any and all disputes with respect to entitlement to benefits under the Workplace Safety and Insurance Act, including but not limited to duration, extent and nature of such benefits, are not matters which are subject to arbitration under this Collective Agreement and are not matters which are within the exclusive jurisdiction of the Union through the Grievance/Arbitration procedure.

The Employer will provide the Union with a copy of any notice of accident involving an employee within the bargaining unit as and when the notice is filed with the Workplace Safety and Insurance Board.

12.02 Employees so supplied and covered shall comply with the rules and regulations in reporting accidents or relinquish any claim whatsoever to compensation.

12.03 The Employer agrees to contribute monthly to the Union an amount equal to five (5%) of gross wages as Health Benefits. **Effective January 1, 2019, the Employer agrees to contribute monthly to the Union an amount equal to five and one-quarter percent (5¼%) of gross wages as Health Benefits.**

ARTICLE THIRTEEN – HEALTH & SAFETY

- 13.01** The Employer and the Union both have a commitment to the health and safety of its workers. As such, the work of the employees shall be performed in a safe manner as per Provincial Occupational Health and Safety Legislation, Provincial Safety Guidelines for the Live Performance Industry in Ontario, and other working practices as determined by the Employer.
- A) The Employer will make available, at no cost to the employee, training in the areas of Elevated Work Platform and Fall Protection that has been scheduled for the full time C.U.P.E. stage employees. Training will be provided for up to five (5) employees during the term of the collective agreement who are active on the Employer's payroll. Employees will not be compensated by the Employer for their time.
- B) The Employer will provide WHMIS training for all new employees.
- 13.02** The Employer shall ensure that a fly floor loader is utilized for all major scenery hangs or when major changes are made to soft goods or the house lighting plot, requiring a change of 66 lbs. or more in any individual line set.
- 13.03** The Union and the Employer jointly agree that they will fully co-operate in training and the maintenance of supplied safety appliances and observe appropriate safety practices.

ARTICLE FOURTEEN- BEREAVEMENT LEAVE

14.01 In the event of a death in the immediate family of an employee, and in the event the employee has accepted a call, that employee shall be entitled to the day of the funeral/**celebration of life** off with pay.

For the purposes of this Article, the immediate family shall be defined as: Mother, Father, Spouse (including common law), Children, Brother, Sister.

14.02 The Designated Representative of the Union shall inform the Employer if an employee is eligible for any entitlement of the provision of this Article.

14.03 **The Employer recognizes other leaves in accordance with the Employment Standard Act.**

ARTICLE FIFTEEN - GRIEVANCE AND ARBITRATION PROCEDURE

15.01 "Grievance" shall mean any difference between the parties relating to the interpretation, application or administration of this Collective Agreement, including the Employer's discipline or dismissal of an employee.

15.02 Grievances shall be dealt with as follows:

- A) An Employee or the designated Union representative desiring to solve a grievance shall within ten (10) calendar days from the date of the incident giving rise to the grievance or from the date first made aware of such incident, take the matter up with the Employer. The Employee shall be entitled to have in his/her company a Union Representative of his/her choice; if they reach agreement their decision shall be final.

- B) Failing settlement of a grievance within ten (10) calendar days of its being reported, under (a) of this Article, or in the case of any other grievance, including a grievance of the Employer, the particulars of the grievance shall be set out in writing by the party wishing to resort to this procedure, (and delivered to the other party) and both parties shall forthwith confer on the matter and if they reach agreement their decision shall be final.

C) If the grievance is not satisfactorily resolved under the provisions under (b) of this Article within ten (10) calendar days of receipt of the written grievance by the other party, then the matter shall be referred to an Arbitrator selected as follows:

- (i) The party desiring arbitration shall notify the other party in writing of the matter to be arbitrated and proposing three (3) Arbitrators;
- (ii) The party receiving the notice shall within seven (7) calendar days, notify the other party of either its agreement to one of the proposed Arbitrators or proposing a further three (3) Arbitrators; and
- (iii) Should the party originally desiring arbitration fail to accept one of the proposed Arbitrators, within seven (7) calendar days, either party may apply to the Ontario Ministry of Labour to appoint the Arbitrator.

15.03 The time limits fixed in both the Grievance and Arbitration procedure may be extended by mutual consent of the parties to this Collective Agreement.

15.04 The Employer and the Union shall pay its own costs and expenses of arbitration and one-half of the compensation and expenses of the Arbitrator.

15.05 The decision of the Arbitrator appointed pursuant to this Article is final and binding upon the Employer, the Union and any employee affected thereby.

15.06 The Arbitrator appointed pursuant to this Article has no jurisdiction to alter, add to, delete from, modify or amend, or to make any decision that is inconsistent with the provisions of this Collective Agreement.

ARTICLE SIXTEEN -RATES OF PAY

16.01 Employees shall be paid in accordance with the following: Basic Hourly Rate

January 1, 2018	\$26.10
January 1, 2019	\$26.61
January 1, 2020	\$27.14

When the Employer requires a stagehand from the Union to work as the Head lighting, sound, video (Effective January 1, 2016) or carpenter person they shall be paid as follows for the duration of the call:

January 1, 2018	\$28.82
January 1, 2019	\$29.38
January 1, 2020	\$29.97

16.02 The Employer recognizes the health and safety requirements associated with operating the fly system. Effective January 1, 2016, the Employer shall pay seventy-five cents (\$0.75) above the applicable rate to the assigned Fly Person. The Union agrees to supply a Competent operator as defined by applicable Health and Safety Legislation.

16.03 Administration and Education Fund:

The Employer shall contribute an amount equal to one (1%) of gross earnings for all wages generated under this Collective Agreement for the purposes of an administration and education fund maintained by the Union. The Employer shall remit this contribution directly to the Union within fifteen (15) days after the end of each month by cheque payable to I.A.T.S.E. Local 357 and sent to the Treasurer of the Union. The Employer shall have the opportunity to provide input regarding training programs that may benefit River Run Centre, in accordance with Article 2.02.

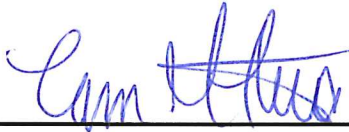
ARTICLE SEVENTEEN - DURATION AND RENEWAL

17.01 This Collective Agreement to be in force from **January 1, 2018 to December 31, 2020**. It shall be renewed automatically from year to year thereafter unless either the Employer or the Union gives, within a period of not more than ninety (90) days, prior to the expiration date thereof, notice in writing and the Parties shall meet and confer to negotiate the terms of a new Collective Agreement to take effect upon the termination of this Collective Agreement.

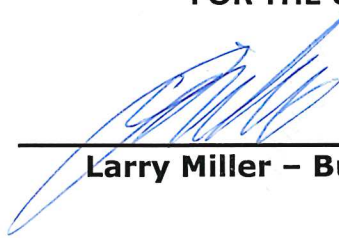
Dated at City of Guelph this 29th day of Oct, 2019

FOR THE EMPLOYER

FOR THE UNION



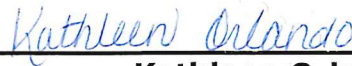
Cam Guthrie - Mayor



Larry Miller - Business Agent



Stephen O'Brien - City Clerk



Kathleen Orlando



Trevor Gould

