

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE BOARD OF GOVERNORS  
OF EXHIBITION PLACE**

**(the Employer)**

**- and -**

**THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES  
AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS  
OF THE UNITED STATES, ITS TERRITORIES AND CANADA,  
LOCAL #58, TORONTO**

**(the Union)**

**TERM**

**JANUARY 1 2012, TO DECEMBER 31 2015**

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## ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Union as the sole bargaining agent for all stage employees engaged by the Employer to perform work on theatrical productions or concerts and their operating systems on any temporary or permanent stage, or on other events for which stage employees are engaged, on the Grounds of Exhibition Place in the City of Toronto, save and except non-working supervisors and persons above the rank of non-working supervisors.
- 1.2 The Union's jurisdiction, as outlined in Article 1.1, includes jurisdiction over equipment regularly used by stage employees in connection with that theatrical production or concert, or other event for which stage employees are engaged, when such equipment is used for the recording or broadcast of such theatrical production or concert (with or without an audience).
- 1.3 The Employer recognizes the Union as the sole bargaining agent for all technical employees engaged by the Employer in the Technical Services Shop on the grounds of Exhibition Place in the City of Toronto save and except non-working supervisors and persons above the rank of non-working supervisors.
- 1.4 The Employer agrees that the work jurisdiction of the Technical Services Shop is the work established and performed by technical employees covered by this Agreement required to maintain and repair sound, lighting and video equipment in the care of Exhibition Place in the inventory of equipment in technical services. The set up or dismantling of lighting equipment held in the technical services inventory to the limit of one total man-hour will be the responsibility of technical service employees.
- 1.5 It is understood that Department Heads are included in the bargaining unit.
- 1.6 The jurisdiction of the Union under this Agreement extends only to the jurisdiction expressly stated in this Article and no jurisdiction that is not expressly stated in this Article shall be inferred.
- 1.7 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 2 - EMPLOYEES

- 2.1 The Union recognizes that it is the exclusive function of the Employer and its certified agents authorized to act on its behalf to maintain order, discipline and efficiency, to manage its operations, allocate and schedule its activities, sell its services, lease its facilities, select, construct, and operate any buildings, equipment, plant and mechanisms which, in its discretion, it deems necessary for the efficient and economical carrying out of its business and ascertain to its satisfaction the identity, capability and bona fides of any person to whom it provides remuneration. The Employer agrees that it will exercise the functions set out in the foregoing in a manner consistent with the provisions of this agreement.

- 2.2 The Employer agrees to employ only Stage Employees supplied by the Union and those so employed shall be in good standing of the Union.
- 2.3 The Union agrees to furnish competent stage employees to perform work as required by the Employer under the provisions of this agreement.
- 2.4 The Employer may refuse to employ in a supervisory capacity and demand a replacement for any stage employee guilty of dishonesty, gross incompetence, or any stage employees reporting for duty in an intoxicated condition, or who brings into the employer's premises intoxicating beverages, drugs, or uses them while at work.
- 2.5 A stage employee who has completed their probationary period of employment and who is subsequently dismissed from their employment shall be entitled to have recourse to the Grievance and Arbitration procedure, including any remedies by way of reinstatement and otherwise as may be awarded as the result of such recourse.

#### ARTICLE 3 - AGREEMENT TO PAY

- 3.1 The Employer agrees to pay the stage employees so furnished by the Union, not less than the Schedule of Rates contained herein for work so performed.
- 3.2 All employees supplied by the Union shall be paid by cheque or direct deposit on the Thursday (or cash on the Friday) of the week following the week in which the work was performed.
- 3.3 Employees whose names have not been submitted to the Employer in time to be paid in accordance with Article 3.2 shall be paid on the payday of the following week.

#### ARTICLE 4 - SCHEDULE OF RATES

- 4.1 Stage employees shall be paid for all hours worked at rates not less than the straight time hourly rates set out below except where expressly provided otherwise:

Hourly Rates	Dec 31, 2011	Jan 1, 2012	Jan 1, 2013	Jan 1, 2014	Jan 1, 2015
Head/ House Person	39.32	\$40.11	\$40.91	\$41.73	\$42.56
Special Operator	37.87	\$38.63	\$39.40	\$40.19	\$40.99
Stagehand	37.56	\$38.31	\$39.08	\$39.86	\$40.66
Recording Rate	42.82	\$43.67	\$44.54	\$45.43	\$46.34

- 4.2 Stage employees shall be paid for each performance worked at the performance rate set out below except where expressly provided otherwise:

<b>Performance Rates</b>	<b>Dec 31, 2011</b>	<b>Jan 1, 2012</b>	<b>Jan 1, 2013</b>	<b>Jan 1, 2014</b>	<b>Jan 1, 2015</b>
Head/House Person Rate	165.14	\$168.44	\$171.81	\$175.25	\$178.75
Special Operator Rate	159.05	\$162.23	\$165.48	\$168.79	\$172.16
Stagehand Rate	157.75	\$160.91	\$164.12	\$167.41	\$170.75

- 4.3 When a stage employee is deemed a "Crew Chief" and is required to oversee / be responsible for an actual crew they shall receive a \$3.00 / hour premium. This is a straight per hour rate that cannot be pyramided and is based on actual hours worked not premium calculated hours (i.e. double time rate for 4 hours will equal \$3.00 Xs 4 hours not \$3.00 Xs 8 hours).
- 4.4 Time shall be computed to the next full half (1/2) hour for pay purposes.

#### ARTICLE 5 - HOURS OF WORK

- 5.1 For the purposes of pay computation, each day will commence at 0001 hours and conclude at 2400 hours and the regular work week will commence at 0001 hours on Sunday and conclude at 2400 hours on Saturday.
- 5.2 The first eight (8) hours worked by a stage employee on each day between the hours of 0700 hours and 2400 hours, excluding performance calls, shall be paid at the straight time hourly rate.
- 5.3 The ninth to twelfth hours worked by a stage employee on each day between the hours of 0700 hours and 2400 hours, including time worked on performance calls, shall be paid at one and half times the straight time hourly rate.
- 5.4 Hours worked by a stage employee in excess of twelve (12) hours on each day, including time worked on performance calls, shall be paid at double the straight time hourly rate.
- 5.5 Hours worked between 0001 hours and 0700 hours, Monday through Saturday, including performance calls, shall be paid at double the straight time hourly rate or double the performance rate, whichever is applicable.
- 5.6 Hours worked on Sunday, including performance calls, shall be paid at double the straight time hourly rate or double the performance rate, whichever is applicable.
- 5.7 Notwithstanding any other provision in this Agreement, the dark day in the Ricoh Coliseum for American Hockey League games shall be Monday so that hours worked on Sunday in the Ricoh

Coliseum on American Hockey League games shall be paid at the straight time hourly rate or the performance rate, whichever is applicable, and hours worked on Monday in the Ricoh Coliseum on American Hockey League games shall be paid at double the straight time hourly rate or double the performance rate, whichever is applicable.

- 5.8 Notwithstanding any other provision in this Agreement, the dark day at the BMO Field for a sporting event shall be Monday so that hours worked on Sunday at the BMO Field on a sporting event shall be paid at the straight time hourly rate or the performance rate, whichever is applicable, and hours worked on the following Monday at the BMO Field on a sporting event shall be paid at double the straight time hourly rate or double the performance rate, whichever is applicable. This provision is not applicable to a sporting event that is being televised. This provision is applicable to not more than twelve (12) weeks in any calendar year, and Exhibition Place shall give the Union at least thirty (30) days' notice of a change in the dark day at the BMO Field from Sunday to Monday or the reverse.
- 5.9 Thirty-seven and one half ( $37 \frac{1}{2}$ ) hours shall constitute one week's work for weekly salaries as stipulated in the Schedule of Rates contained in this Agreement. This workweek shall consist of six (6) days' work, Monday to Saturday, with a maximum of seven (7) hours worked in any one day. This shall not be construed to mean a stage employee can be required to work seven (7) hours each day for a total of six days.

#### ARTICLE 6 - BREAKS

- 6.1 A meal break of one hour without pay shall be given to the stage employees after a maximum of five (5) hours of work. The Employer has the right to schedule meal breaks in accordance with its operational needs, including splitting the crew.
- 6.2 Should a meal break of less than one (1) hour occur, stage employees shall be supplied with food and beverage at the Employer's expense and the Employer will allow one-half ( $1/2$ ) hour to eat. Meal breaks of less than one (1) hour duration will only occur after prior agreement between both the Employer and the Crew Chief. The food supplied should be adequate as agreed upon by the Crew Chief and Employer Representative on the site and the same type of food shall not be supplied at two consecutive meal breaks. Where a meal break of less than one (1) hour occurs and a stage employee is not supplied with food and beverage at the Employer's expense, then the employer shall pay the stage employee an additional one (1) hour's wages at the straight time hourly rate.

#### ARTICLE 7 - MINIMUM CALL

- 7.1 Where possible the Employer will give the Union twenty-four (24) hours' notice for all calls.
- 7.2 The minimum work call shall be four (4) hours except where a stage employee does not have an opportunity to work more than five (5) hours, including performance calls, on a particular day, in which case the minimum work call shall be five (5) hours.
- 7.3 Notwithstanding any other provision of this Agreement the minimum work call for truck loaders and weekly employees shall be four (4) hours.

- 7.4 On trade and consumer shows within DEC complex (Galleria / Halls A,B,C,D / Heritage Court / Swing Space / East Annex / Industry Building / North Extension) and/or within the Allstream Centre where the Employer expressly calls a stage employee in to work on booths, meeting rooms and salons in multiple shows or events, then a minimum call of six (6) hours shall apply. In the event that the Ricoh Coliseum ceases to be a "tenanted space", then Coliseum and West Annex will be included in this Article.
- 7.5 On trade and consumer shows within the Better Living Centre and/or the Queen Elizabeth Hall where the Employer expressly calls a stage employee in to work on booths, meeting rooms and salons in multiple shows or events, then a minimum call of six (6) hours shall apply.
- 7.6 The Employer retains its right to place separate calls for separate events on Exhibition Grounds and the Union will supply competent stage employees for each separate call.
- 7.7 Where a stage employee does not receive a nine (9) hour break between work calls then the subsequent work call shall be paid at double the straight time hourly rate, unless the subsequent work call occurs on a Sunday, in which case it shall be paid at two and a half (2.5) times the straight time hourly rate.

#### ARTICLE 8 - PERFORMANCE OR REHEARSAL

- 8.1 Stage employees shall be paid for all performances at the Performance Rate. A performance shall be deemed to be a working period of not more than three and one half (3 ½) hours beginning one half (1/2) hour before the commencement of the performance and ending at the conclusion of the performance, except for weekly employees for whom a performance shall be deemed to be a working period for four (4) hours beginning one (1) hour before the commencement of the performance and ending at the conclusion of the performance.
- 8.2 The performance call may be extended for a maximum of one (1) hour before or one (1) hour after the performance for any purpose. All extensions to the performance call shall be paid at the applicable hourly rate.
- 8.3 A dress rehearsal shall be considered to be a performance if all elements necessary to a performance are present and used, including but not limited to costumes, make-up, sets, lights, properties, sound, artists and orchestra, and if the rehearsal is conducted as a performance. A sound check does not constitute a rehearsal.

#### ARTICLE 9 - STAGE EMPLOYEES WORK BOTH PERFORMANCES

- 9.1 The Employer agrees to permit stage employees who are employed in specialist's positions during the night performances to work the afternoon performances if their seniority qualifies them to have preference over the stage employees so employed.

#### ARTICLE 10 - CANCELLATION OF PERFORMANCE

- 10.1 Should the Employer wish or find it necessary to cancel a scheduled performance, notice of such cancellation shall be given to the Business Agent of the Union not later than nine (9:00) a.m. for a matinee performance and not later than twelve o'clock noon (12:00) for an evening

performance, on the day of the cancelled performance. Failing such notice, stage employees will be paid for a performance or a five (5) hour call, whichever is applicable.

#### ARTICLE 11 - STATUTORY HOLIDAY

- 11.1 The following holidays shall be deemed to be Statutory Holidays for the purposes of this Agreement:

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

- 11.2 And where a public holiday is declared or celebrated on a day other than the day on which the named holiday falls as, for example, (but without limitation) where Christmas Day falls on a Sunday and a public holiday is declared or celebrated on the following Monday, then such public holiday shall be deemed to be a Statutory Holiday for the purposes of the Agreement.
- 11.3 The Statutory Holiday shall be deemed to commence at 0001 hours on the day of the Statutory Holiday and terminate at 0800 hours on the day following the Statutory Holiday.
- 11.4 For all work performed during the hours of a Statutory Holiday as defined in this agreement, including work on performances, two and one-half (2 ½) times the straight time hourly rate or the performance rate shall be paid, except that three (3) times the straight time hourly rate or the performance rate shall be paid for all work performed on Christmas Day.

#### ARTICLE 12 - LOADOUTS

- 12.1 Notwithstanding any other provision of the Collective Agreement, but subject to the minimum call provisions, where an event or loadout at Exhibition Place starts prior to midnight and continues past midnight, the hours worked before midnight shall be paid at the employee's prevailing rate, which is the rate the employee is on at the start of the call, and the hours worked after midnight until the end of the employee's minimum call shall continue to be paid at the employee's prevailing rate, provided it is at least one and one-half (1½) times the straight time hourly rate. Call time for loadouts shall not be more than 45 minutes prior to the scheduled end of the performance or event. Calls commencing at or after midnight would be paid at double time. The following examples are provided for clarity.

Examples:

1] Employee has worked at Ex Place for four hours that day and is called back for a 10:00 pm load out:

4 hour minimum call

10:00 pm – midnight = 2 hours at straight time

Midnight – 2:00 am = 2 hours at time and one half

Any hours after 2:00 am are paid at double time



2] Employee has not worked at Ex Place previously that day [only call of the day for that employee].

5 hour minimum call

10:00 pm – midnight = 2 hours at straight time

Midnight – 3:00 am = 3 hours at time and one half

Any hours after 3:00 am are paid at double time

3] Employee has already worked 8 hours at Ex Place that day.

4 hour minimum call

10:00 pm – midnight = 2 hours at time and one half

Midnight – 2:00 am = 2 hours at time and one half

Any hours after 2:00 am are paid at double time

4] Employee has already worked 12 or more hours at Ex Place that day.

4 hour minimum call

All hours paid at double time

#### ARTICLE 13 - VACATION PAY

- 13.1 The Employer agrees to pay and remit monthly to IATSE Local 58 Vacation Pay Trust or its designate for credit to the account of each individual supplied by the Union an amount equal to ten (10 %) per cent of all monies earned by the said individual during the term of this agreement.

#### ARTICLE 14 - BENEFITS

- 14.1 The Employer agrees to participate in the Retirement Savings Plan of the Union, known as the "Retirement Savings Plan of Local 58, I.A.T.S.E.", for the term of this Agreement.
- 14.2 The Employer shall deduct from those individuals participating in the Retirement Savings Plan an amount equal to five per cent (5%) of each individual's gross earnings for Retirement Savings purposes.
- 14.3 The Employer shall contribute to those individuals participating in the Retirement Savings Plan an amount equal to eight per cent (8%) of each individual's gross earnings for Retirement Savings purposes.
- 14.4 These deductions, together with the contributions, shall be remitted monthly by cheque payable to the "Retirement Savings/Sick Benefit Funds of Local 58, I.A.T.S.E." and sent to the Trustee of these funds as designated by the Union.
- 14.5 Having regard for the Letter of Understanding signed July 27, 2004 (appendix C attached hereto) "Qualified Employees" may elect to participate in the Ontario Municipal Employees Retirement System rather than the Retirement Savings Plan of Local 58, I.A.T.S.E.
- 14.6 The remittance shall be accompanied by a statement in duplicate, showing the names of all

those individuals for whom deductions and contributions have been made and the respective amounts in each case.

- 14.7 The employer's portion of all Government Pension plans shall be paid by the Employer in addition to the Retirement Savings Plan of the Union.
- 14.8 The Employer shall contribute a further amount equal to three and three quarter percent (3.75%) of the gross earnings of each individual supplied by the Union to the Employer for the purpose of a Health and Welfare Policy for Members of Local 58, I.A.T.S.E. This contribution shall be remitted monthly by cheque, payable to the "IATSE Local 58 Health and Welfare and sent to the Trustee as designated by the Union.
- 14.9 The Employer agrees to contribute an amount equal to one (1%) per cent of the gross earning of each employee under terms of this Collective Agreement. Such remittance shall be made to the union for dental plan purposes.
- 14.10 The Employer agrees to contribute an amount equal to one half of one percent (0.5%) of the gross earnings of each employee under the terms of this agreement for the purposes of the Education Fund.
- 14.11 The Employer agrees to contribute an amount equal to one percent (1.0%) of the gross earnings of each employee under the terms of this agreement for the purposes of the Industry Promotion Fund.

#### ARTICLE 15 - EQUIPMENT MAINTENANCE

- 15.1 The Employer agrees when necessary in the Employers' opinion to retain the services of the Chief Spotlight Operator for the purpose of maintaining their equipment during the annual Exhibition.

#### ARTICLE 16 - SUBSTITUTES

- 16.1 The Union agrees that when it finds it necessary to substitute stage employees during the run of any show, the Business Agent shall, if practicable, obtain the approval and consent of Exhibition Place management and, use great care, and with due regard to the effect on the show, when making these substitutions.

#### ARTICLE 17 - HOUSEPERSONS

- 17.1 Exhibition Place agrees to employ two (2) stage employees as Housepersons to work a continental work week and guarantees that each position will be assigned at least one thousand six hundred and eighty (1,680) hours of work per calendar year. Hours of work for the purpose of calculating the guarantee shall include hours paid under a minimum call and deemed hours under a performance call, but hours worked at one and one-half (1½) times the straight time hourly rate or two (2) times the straight time hourly rate shall be computed as one hour for each hour worked.

17.2 Exhibition Place may assign a Houseperson to work throughout the Exhibition Place, including work on any call for an event, but excluding work in tenanted buildings with existing Housepersons. Work schedules will be posted at least two (2) weeks in advance, provided that changes to the posted schedule can be made on one week's notice. If the Houseperson is not available to work their assigned schedule, then hours worked by a call-in replacement shall be counted as worked hours against the annual guarantee. Where a Houseperson position becomes vacant, the position will be posted and applicants interviewed. Exhibition Place has the right to name hire Housepersons.

17.3 Notwithstanding any other provision of this Agreement where Exhibition Place agrees to employ a stage employee as a Houseperson to work a continental work week the following terms and conditions apply:

- a) The regular work week for a Houseperson will commence at 12:01 a.m. on Sunday and conclude at 12:00 midnight on Saturday.
- b) Where a Houseperson is scheduled to work in a work week they will be scheduled for a minimum of 16 hours of work during that work week.
- c) Subject to the posted work schedule, the regular work day for a Houseperson will commence at 7:00 a.m. with an unpaid lunch break of one half hour to be taken at approximately half way through their shift.
- d) The first eight (8) hours worked by a house person on each day Sunday through Saturday between the hours of 7:00 a.m. and midnight shall be paid at the straight time hourly rate.
- e) The first forty (40) hours worked by a house person during each week Sunday through Saturday between the hours of 7:00 a.m. and midnight shall be paid at the straight time hourly rate.
- f) Hours worked by a Houseperson in excess of eight (8) straight time hours in a day or forty (40) straight time hours in a week shall be paid at one and one-half (1½) times the straight time hourly rate.
- g) Hours worked between 12:01 a.m. and 7:00 a.m., Sunday through Saturday, shall be paid at double the straight time hourly rate.

For example: Where a Houseperson commences their shift at 6:00 a.m. on Sunday and works ten (10) hours then the first hour worked will be paid at double the straight time hourly rate, the next seven (7) hours worked will be paid at the straight time hourly rate and the final two hours worked will be paid at one and one-half (1½) times the straight time hourly rate.

- h) Where a Houseperson has worked on seven consecutive days in a row, then hours worked the seventh day shall be paid at double the straight time hourly rate, provided that the first day worked by the Houseperson following the seventh consecutive day shall be counted as a new first day of work and all hours worked shall be paid at the straight time hourly rate.

17.4 This provision does not apply to those Housepersons currently assigned to Medieval Times, Liberty Grand, Muzik Nightclub and Ricoh Coliseum / BMO Field.

- 17.5 This provision shall take effect upon ratification and, therefore, the guarantee for 2012 will be pro-rated from the date of ratification until December 31, 2012.

#### ARTICLE 18 - THIRD PARTY USE OF THE GROUNDS OF EXHIBITION PLACE

- 18.1 The Employer will not rent, lease, license or otherwise permit a third party to perform work on the Grounds of Exhibition Place that would fall under the jurisdiction of the Union under this Agreement unless the work is performed by employees under this Agreement or is performed by an entity bound to a collective agreement with the Union.

- 18.2 The Employer agrees that only entities,

- a) who are signatory to this Agreement; or
- b) who are signatory to a collective agreement with the Union; or
- c) who are signatory to a separate collective agreement with a studio mechanics or studio technicians local of the IATSE,

will be granted permission to film or produce motion pictures, motion pictures for television or cable release, television or cable series or commercials on the Grounds of Exhibition Place; provided that it is understood that the Employer will not be liable under this agreement or otherwise for any breaches of a collective agreement between the producer and the Union or another local of the IATSE. However, it is understood that a failure by the Employer to comply with its obligations under this Article may result in damages to the Union under this Agreement and the Employer may be liable to the Union for those damages.

#### ARTICLE 19 - GUIDELINES FOR RECORDING AND BROADCAST

- 19.1 For the purposes of Article 19, the parties have agreed to the following definitions:

- a) Notice will be expected to be reasonable and will be acceptable in electronic form.
- b) Consent shall not be unreasonably withheld.
- c) Galas as described below are deemed to be defined as parties / benefits / award type events where the client is providing entertainment for the guests.
- d) Commercial purposes are defined as; recordings that are intended to result in monetary gain to the producer or client. This does not include: a) social media web sites; b) internal corporate use; c) web sites where subscription fees are not charged; d) client provided recordings for which no fees are charged for the recorded product (i.e. dance recitals in Q.E. Theatre).

- 19.2 The Union agrees that still photographers, video and audio operators representing the media and the Public Relations Department of a lessee or the Manager shall be allowed to take photographs, conduct interviews and make recordings for publicity or news purposes without restriction or additional costs.

Provided that:

- a) The Union has given prior approval including last minute publicity opportunities.
- b) The final product presented for viewing or hearing by the public is in fact displayed or broadcast to the public within thirty (30) days of the date it was recorded and at no time thereafter. The provisions of Article 19.1 hereof shall not apply when visual images or audio recordings are recorded in any of the ways described in Article 19.1 hereof solely for news purposes or the direct promotion of the Manager or his productions and the final product as presented for viewing or hearing by the public shall be no longer than five minutes in length. For recordings lasting longer than five minutes the equipment operator used to record the visual images or sounds shall be a member of the Union.

19.3 The following rates shall apply to the events as described:

- 1) Business Meetings / Presentations / Conferences / Galas
  - a) Regular hourly rates, as set forth in Article 4 will be paid except as provided otherwise in this article 19.3. Audio visual components for the audience or for sending a feed from the meeting / presentation / event to another area within the facility, shall not affect the rates to be paid.
  - b) The Recording Rate as set forth in Article 4 will be paid to employees engaged in the recording or simultaneous broadcast of commercial or non-commercial events. The recording rate will be paid for the duration of the recording but no less than 4 hours subject to the minimum call. (e.g. on an 8 hour call of which 2 hours are recorded, technicians would be paid for 4 hours at recording rate and 4 hours at regular rate).
- 2) Performances (Theatre / Concerts / Sporting Events) for a Live Audience:
  - a) Regular calls will be paid to set up and take out the show.
  - b) Employees who work the performance when the performance is being recorded or broadcast for commercial purposes shall be paid one and one half [1 ½] times the regular performance rate as set forth in Article 4.
- 3) Television Production:
  - a) For the purposes of this Article 19.3.3, television production is defined as a live-to-air or recorded event produced primarily for a television audience.
  - b) The Hourly Recording Rate will be paid for all work performed by employees on a television production including, but not limited to, set up and takedown.

#### 19.4 Archival Recordings.

An event/ performance may be recorded for archival purposes provided:

- a) Audio: obtained through a feed from the house program sound microphone and / or;
- b) Video: obtained through a feed from a fixed video camera recorded on equipment, or one other fixed camera, where the audio is supplied by the internal camera microphone.
- c) In the case where the event/performance is being shown live to screen, all working members of the recording crew are to be paid at the Hourly Recording Rate for the length of the event/performance including set up and takedown. The Manager/Licensee can retain the recording for archival purposes only at no additional monetary bump-up.

d) **Exclusive to the CNEA:**

i) Provided that the Employer has given written notice to the stage employees, a CNEA produced event/performance may be recorded using multiple cameras, separate audio console and video editing suite, as required to produce a high quality historical documentation. The Hourly Recording Rate will be paid for all work performed by the recording crew on the event/performance including, but not limited to, set up and load out. The CNEA may retain the recording for CNEA internal purposes only at no additional monetary bump-up.

ii) Multiple exhibition/show presentations:

Where a particular exhibit/show with multiple presentations throughout a day is recorded for archival purposes 19.4(a/b) shall apply at no additional monetary bump for the exhibition/show crew. If more than one segment of the exhibition/show is recorded, then the Hourly Recording Rate shall apply to both recording crew and the exhibition/show crew for all subsequent segments recorded.

- 19.5 Notwithstanding any other provision of this Agreement, where a hockey game is recorded or broadcast in the Coliseum it is agreed that, in lieu of the recording and broadcast premium, stage employees shall receive the recording rate set out in Article 4 for the recording or broadcast call.

#### ARTICLE 20 - CAR PASSES

- 20.1 The Employer shall issue three (3) parking passes including parking passes for the CNE period - to the President, the Business Agent and to one other Officer of the Union.

- 20.2 Car passes for IATSE personnel employed at the Bandshell, Queen Elizabeth Theatre or elsewhere shall be handled through a person designated by Exhibition Place.

#### ARTICLE 21 - STRIKE AND LOCK-OUT

- 21.1 The Union shall not cause nor permit its members to cause, any strike or picketing at Exhibition Place during the term of this Agreement; nor shall the Employer cause, engage in or permit a lock-out.
- 21.2 Where a lawful picket line exists connected with another Union related to the premises of Exhibition Place the crossing of such picket line in order to report for work shall be dealt with prior thereto by this Union and the other parties involved in the dispute with a view to avoiding a strike within the meaning of this contract.

#### ARTICLE 22 - INTERNATIONAL ALLIANCE

- 22.1 The Union is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada and the Employer shall therefore not require the Union or its members to do any act or omit to do any act or accept any obligations which are inconsistent with the duties and obligations imposed on the Union or its members by the Constitution and By-Laws of the International or which would render the Union or its members in breach of any provision of the Constitution and By-laws of the International.

#### ARTICLE 23 - DIFFERENCE OF OPINION

- 23.1 All difference of opinion between the parties relating to the interpretation, application or administration of this Agreement which cannot be settled between the aggrieved employee and representative of the Employer shall be settled by arbitration as provided in the *Ontario Labour Relations Act*.

#### ARTICLE 24 - HEALTH AND SAFETY

- 24.1 The Employer and the Union and the Stage Employees agree to comply with their obligations under the *Occupational Health and Safety Act*, R.S.O. 1990, c. O-1.
- 24.2 The Employer shall not require any spotting of lines be done while work is underway beneath the grid.
- 24.3 The Employer shall pay each regular employee listed in Appendix "B" the sum of \$.06 (six cents) per hour worked for the purpose of purchasing safety footwear. Safety footwear is a requirement of the job and any employee reporting to work without safety footwear will not be permitted to take duty.
- 24.4 The Employer agrees that when employing stage employees supplied by the Union, they shall be protected against accident under the *Workplace Safety and Insurance Act*, or like insurance.

#### ARTICLE 25 - FOCUS ADJUSTMENTS

- 25.1 The employer may break the crew at minimum call. In no event, however, shall the number of stage employees who are part of the travelling crew with the production be larger than the Local 58 crew retained.

#### ARTICLE 26 - EFFECTIVE DATE AND DURATION

- 26.1 All provisions of this Agreement shall come into force upon ratification and be in effect until December 31, 2015.

#### ARTICLE 27 - NOTICE OF RE-NEGOTIATION

- 27.1 In the event that prior to the expiration date of this Agreement either party desires to negotiate a new Agreement, notice in writing by registered mail shall 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. If such notice is given by either party and no new Agreement is reached, all the provisions of this Agreement shall continue to be observed by both parties until ninety (90) days after the expiry date of this Agreement, or until seven (7) days after the report of the Conciliation Board is received by the Minister of Labour.

#### ARTICLE 28 - RE-NEGOTIATION PROCEDURE

- 28.1 Upon receipt of notice from either party of a desire to negotiate a new Agreement, as provided in Article 28 above, a meeting shall be held between the parties within twenty (20) days for the purpose of negotiations, and further meetings shall be held as frequently as possible until settlement is reached, or until either party makes application for conciliation.



ARTICLE 29 - AUTOMATIC RENEWAL

29.1 — If neither party gives notice of a desire to negotiate a new Agreement, this Agreement shall be automatically renewed for a further period of one year, and from year to year thereafter.

Dated at Toronto: August 31, 2012.

For I.A.T.S.E. Local 58

For The Board of Governors of Exhibition Place

\_\_\_\_\_  
Steve McLean

\_\_\_\_\_  
Michael Bluestone

\_\_\_\_\_  
Gerry Penic

## **Letter of Understanding**

### **Community Access to Exhibition Grounds**

July 26, 2012

Whereas both the Board of Governors of Exhibition Place and IATSE Local 58 recognize the importance of facilitating community access to Exhibition Place, it is agreed that where the Board of Governors of Exhibition Place is considering a request to waive the rental fee or grant a discount to a Not for Profit Organization under its Not-For-Profit Booking Guidelines ("Guidelines") to carry on an event at Exhibition Place, then Exhibition Place and IATSE 58 will meet, on a case by case basis, to review the request under the Guidelines and discuss how best to maximize the good will to be gained from Exhibition Place and IATSE 58 jointly sponsoring the event.

## **Letter of Understanding**

### **Increasing the Meeting Business at Exhibition Place**

July 26, 2012

In order to increase the meetings business at Exhibition Place, IATSE 58 and Exhibition Place agree as follows:

1. In consultation with IATSE 58, Exhibition Place will develop a meetings accreditation program for IATSE 58 members who want to work in the meetings business at Exhibition Place, which will include training on customer service, expectations and attire; orientation on the facilities, including building rules and safety orientation. IATSE 58 will endeavour to refer those IATSE members who have successfully completed the accreditation program when responding to calls with respect to meetings at Exhibition Place when they are available.
2. In circumstances where Exhibition Place is at risk of losing a meeting to a non-IATSE facility, then Exhibition Place and IATSE will meet to discuss possible modifications that would enable Exhibition Place to secure the business to the mutual benefit of both parties.

## **Letter of Understanding**

### **Pan Am Games**

July 26, 2012

Exhibition Place and IATSE 58 agree that the maximum premium rate for stage employees during Pan Am Games Events and Para Pan Am Games Events at Exhibition Place, including Pan Am Games Training Events and Pan Am Games Test Events, shall be one and one half times the straight time hourly rate or one and one half times the performance rate, whichever is applicable. This letter shall be in effect commencing January 1, 2015 until the conclusion of the Para Pan Am Games on or about August 14, 2015.

## **APPENDIX "A"**

Notwithstanding anything to the contrary employees of the Technical Services Department employed by the Employer as Technicians will be called upon as mutually agreed by the Business Agent and Employer's representative to perform staging work as they have performed in the past and as covered by the subsisting Collective Agreement between the parties hereto, as opposed to their regular duties of shop preparation, maintenance and dismantling of equipment and systems necessary to stage theatrical and other events as Technicians. In such cases, Technicians are to be paid at the rate prescribed by Article Four, of the said Collective Agreement for such hours worked. It is understood that no other provisions of the said Collective Agreement shall apply to such work by Technicians other than expressly provided by Appendix "B", item #2, Benefits.

## **APPENDIX "B"**

### **TECHNICAL SERVICES DEPARTMENT**

The following is the agreement reached by the parties on the provisions, which are to be applicable for the duration of Collective Agreement, covering working conditions of employees of the Technical Services Department represented by the Union. These provisions will be incorporated as part of the terms of the Collective Agreement as a separate appendix.

#### **1) Wage Rate**

Effective	Dec 31, 2011	Jan 1, 2012	Jan 1, 2013	Jan 1, 2014	Jan 1, 2015
Electronic Technician	27.99	28.55	29.12	29.70	30.30
Shop Foreperson	41.01	41.83	42.67	43.52	44.39

Bench premium of .25 per hour when working on electronic equipment repairs

#### **2) Benefits**

The employer agrees to apply fringe benefit health care coverage, vacation and statutory holiday pay provisions for Technical Services non-probationary employees, under the terms and conditions applicable in the Collective Agreement and this is to include the following articles; Article 11 - Statutory Holidays, Article 13 - Vacation Pay, Article 14 - Benefits.

#### **3) Hours of Work and Overtime – SEE ARTICLE 5**

- (a) The regular work week as scheduled by the Employer shall consist of thirty-seven and one half hours (37 ½) worked. regular day shall be seven and one half (7 ½) hours' duration worked. An employee shall be advised of a change in schedule from the regular work week as far in advance as possible, but no less than forty-eight (48) hours' notice.

- (b) Each employee shall be paid at the rate of time and one-half for all time worked in excess of their regularly scheduled work day or work week.
- 4) Each employee who has completed their regular day's work and who has left the Employers premises and is called out and reports for work on other than their regular work day shall be paid as a minimum three (3) hours pay at time and one half.

5) **Seniority and Probation**

New employees will be considered probationary employees until after they have completed a total of 120 days worked for the Employer.

After having completed a total of 120 days worked the employee shall commence to acquire seniority and shall be credited with 120 days' seniority and be classified as a permanent employee.

It is recognized that the probationary period is a trial period and that the Employer has full rights to discharge a probationary employee, who has not yet acquired seniority, if in the opinion of the Employer, they do not meet the work standard required by the Employer. Such discharge cases will not be subject to the Grievance or Arbitration Procedure.

6) **Call-In Pay**

If an employee is called in to work after having left the Employer's premises and after completion of their regularly scheduled shift, they shall receive a minimum of four hours' pay at their straight time hourly rate. This provision shall not be applicable to overtime hours worked in conjunction with an employee's regularly scheduled shift and there shall be no duplication of this premium and any other premium provided for in this agreement.

7) **Bereavement Pay**

In the event of the death of an employee's immediate relative (Father, Mother, Spouse, Son, Daughter, Brother, Sister, Mother-In-Law, Father-In-Law) the Employer will grant three (3) days leave of absence, and for Grandparents or Grandchild, two (2) days leave of absence, and for Brother-In-Law or Sister-In-Law or Grandchildren, a one (1) day leave of absence. The days granted shall be consecutive days and for any day which would have been a regular scheduled work day the employee will be paid seven and one-half (7 ½) hours at the straight time rate of pay for the purpose of attending the funeral.

8) **Jury Duty**

The Employer agrees that any employee having attained seniority and actively at work who is summoned to perform jury duty shall be paid not more than seven and one-half (7-1/2) hours pay at the employee's regular straight time hourly rate. The employee shall be required to

furnish satisfactory evidence that he reported for jury duty on the days for which he claims payment.

9) **Union Office**

A stage employee who has been elected or appointed to an office of the union shall be granted a leave of absence without pay for up to one term (three years) in office. Where a stage employee ceases to hold such office they shall be entitled to return to their former position.

**APPENDIX "C"**

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE BOARD OF GOVERNORS  
of EXHIBITION PLACE**

**(hereinafter referred to as the "Board")**

**-and-**

**THE INTERNATIONAL ALLIANCE  
OF THE THEATRICAL STAGE EMPLOYERS  
AND MOVING PICTURE MACHINE  
TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES  
AND CANADA, LOCAL 58**

**(hereinafter referred to as the "Union")**

**RE: OMERS**

**WHEREAS** certain employees deemed to be Other Than Continuous Full Time ("OTCFT") who have met the criteria for qualification as defined by the *Ontario Municipal Employees Retirement System Act* Regulations and are covered by the Collective Agreement between the parties are entitled to join the Ontario Municipal Employees Retirement System ("OMERS") at their option.

**WHEREAS** certain OTCFT employees who have met the criteria for qualifications as defined by the *Ontario Municipal Employees Retirement System Act* Regulations and are covered by the Collective Agreement between the parties have elected to join OMERS are hereby defined as Qualified Employees.

**AND WHEREAS** it is the Union's position that the Board's contributions under the Union RSP, as set out

in articles 14.1 to 14.5 of the Collective Agreement, was bargained by the Union for the exclusive benefit of the members as deferred wages.

**AND WHEREAS** the parties wish to render inoperative the provisions of Articles 14.1 to 14.5 of the Collective Agreement in respect of such Qualified Employees who choose to join OMERS.

**NOW THEREFORE** the parties agree as follows:

1. For the purpose of this Letter of Understanding the following terms shall have the following meanings:
  - a) Annual Gross Wages shall mean hourly wages paid including vacation pay in lieu to an employee during a calendar year.
  - b) YMPE shall mean Year's Maximum Pensionable Earnings as this term is defined in the *Canada Pension Plan* as used in the *O.M.E.R.S Act and Regulations*
  - c) Pensionable Gross Wages shall mean earnings on which contributions to O.M.E.R.S are calculated as defined in the *O.M.E.R.S Act and Regulations*.
  - d) Deferred Wages Contribution shall mean the difference between 7% of the Qualified Employee's Annual Gross Wages and the Employer's contribution on Pensionable Gross Wages of the Qualified Employee.
2. While and to the extent the Board is a participating employer in OMERS, Articles 14.1 to 14.5 of the Collective Agreement shall not be operative in respect of a Qualified Employee. In the case of such Qualified Employee the terms of this Letter of Understanding shall operate in lieu of Articles 14.1 to 14.5.
3. For purposes of this agreement, a Qualified Employee's full year of credited service shall be based on a maximum of 1,950 hours.
4. In the case of a Qualified Employee age 69 or less who chooses to join OMERS the following shall apply:
  - a) The Board shall make contributions to OMERS relating to the Qualified Employee as and when required by OMERS.
  - b) The Qualified Employee shall make contributions to OMERS as and when required by OMERS.
  - c) The Board shall pay annually no later than March 31<sup>st</sup> in the subsequent year to such Qualified Employees an amount equal to the Deferred Wages Contribution calculated in accordance with the provisions of this Letter of Understanding.
  - d) If the Deferred Wages Contribution is a negative amount, that is, the Employer's contribution on Pensionable Gross Wages is greater than 7% of the Annual Gross Wages, the payment to the Qualified Employee shall be deemed to be zero.

- e) The Board and the Qualified Employee shall have no obligation to make payments to OMERS and RSP referred to in Article 14 of the Collective Agreement other than those required by this Letter of Understanding.
5. The Board agrees to facilitate an off-system OMERS quote for each Qualified Employee to whom an offer in OMERS from the Board was not made at the time they qualified which shall include an estimate of the cost of the omission period purchase to the employee, an estimate of the Past Service Pension Adjustment calculation, and an estimate of the expected annual pension for this omission period purchase.
6. In the event that OMERS provides a contribution holiday, it is the intention that both parties shall benefit from the contribution holiday.
7. For the purpose of determining credited service for these estimated quotes the Board shall use either or both of the following calculations:
- a) Actual hours worked in a calendar year as determined from the payroll records of the Board for all service post January 1<sup>st</sup>, 1986.
- b) For those employees whose payroll records are incomplete in the Board's files, a formula (gross earnings / hourly rate to a maximum of 1950 hours) will be used to determine credit service and insurable earnings.

Signed this 27 day of July, 2004, at Toronto, Ontario

**THE BOARD OF GOVERNORS  
OF EXHIBITION PLACE**

**THE INTERNATIONAL  
PICTURE TECHNICIANS, ARTISTS  
AND ALLIED CRAFTS OF THE  
UNITED STATES, ITS TERRITORIES  
AND CANADA LOCAL #58**

**GM / CEO Exhibition Place**

**Corporate Secretary**

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF GOVERNORS  
of  
EXHIBITION PLACE

(hereinafter referred to as the "Board")

-and-

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES  
and  
MOVING PICTURE MACHINE TECHNICIANS, ARTISTS AND ALLIED CRAFTS  
of  
THE UNITED STATES, ITS TERRITORIES AND CANADA  
LOCAL 58

(hereinafter referred to as the "Union")

RE: COLLECTIVE AGREEMENT JANUARY 1, 2009 – DECEMBER 31, 2011

**Amendment to Appendix C – Dated July 27, 2004**

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During the course of negotiations the parties discussed Article 14.4 (1% for Sick Benefit purposes) and agreed to eliminate this clause effective May 31, 2009. As of June 1, 2009 the 1% was added to Article 14.3 – Retirement Savings Plan. The new Collective Agreement has been amended accordingly; however, a change to Appendix C "OMERS" is also required to reflect the above noted change.

Accordingly, line 4 d) will be amended to read "If the Deferred Wages Contribution is a negative amount, that is, the Employer's contribution on Pensionable Gross Wages is greater than 8% of the Annual Gross Wages, the payment to the Qualified Employee shall be deemed to be zero."

**For I.A.T.S.E. Local 58**

**For The Board of Governors of Exhibition Place**

H&S



## MEMORANDUM OF UNDERSTANDING

December 4, 2001

TO: Bill Nalepka  
International Alliance of  
Theatrical and Stage Employees  
Local 58

FROM: Dianne Young  
General Manager and C.E.O.

SUBJECT: STAND-BY CHARGES

The Board of Governors of Exhibition Place recognizes the unique nature of Exhibition Place and in particular, the fact that the jobs of our Technical Services Show Technicians are unique amongst IATSE Agreements in the sense that they are from time to time required to be on stand-by during weekends even when they are not actively at work, in order to be available in case of equipment problems during weekend trade shows. In recognition of this unique characteristic, this will confirm the following undertaking:

Exhibition Place full-time Technical Services Show Technicians may be required, at the discretion of management, to be on stand-by and carry a pager when off duty for the purposes of maintaining technical services and equipment. Employees on stand-by shall be paid two (2) hours for each day on which they are not scheduled to work and on which they are on stand-by with the pager (e.g., four (4) hours for a normal weekend), provided that an employee who is called into work while on stand-by shall not receive both call-in pay and this stand-by pay for the same day.

This will confirm our mutual agreement that this stand-by pay policy does not form part of the collective agreement between the Board of Governors and your Union. This will further confirm our agreement that this policy will not be used for the purpose of attempting to negotiate similar benefits in other collective bargaining negotiations in which your Union is involved, nor will your Union attempt to apply this policy to other IATSE employees at Exhibition Place in the future.

Renewed August 31 2012.

For Local 58

For Board of Governors

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE BOARD OF GOVERNORS  
of  
EXHIBITION PLACE**

**(hereinafter referred to as the "Board")**

**-and-**

**THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES  
and  
MOVING PICTURE MACHINE TECHNICIANS, ARTISTS AND ALLIED CRAFTS  
of  
THE UNITED STATES, ITS TERRITORIES AND CANADA  
LOCAL 58**

**(hereinafter referred to as the "Union")**

**RE: COLLECTIVE AGREEMENT JANUARY 1, 2009 – DECEMBER 31, 2011**

**RICOH COLISEUM AND BMO FIELD HOUSE PERSON**



The temporary arrangement in place through Letters of Understanding, regarding the Ricoh Coliseum and BMO stadium, through the term of the previous collective agreement will be amended as follows:

- Exhibition Place and IATSE Local 58 agree that there will be one House Person for the Ricoh Coliseum and BMO Stadium.
- The House person will be guaranteed 41 weeks per year at thirty-seven and one-half (37.5) hours per week between January 1 and December 31.
- For purposes of computing weekly hours it is understood that hours worked on American Hockey League games on Sunday's at the Ricoh Coliseum only shall be at straight time and two times the straight time hourly rate will be paid for all other events.
- Outside of the guaranteed weeks all calls shall be filled by calls into the Business Agent of IATSE Local 58, as per the Collective Agreement. In making a call should the Employer specifically request the House Person and should the House Person be able to fulfill such request, the House Person will receive a minimum call of eighteen (18) hours and if the House Person works in excess of eighteen (18) hours the minimum call shall be thirty-seven and one-half (37.5) hours.
- The Employer will have the right to interview and hire for the House person position, from within the membership of IATSE Local 58, at such time as a House person leaves. The Employer will contact the Union to supply a list of candidates for the position based on criteria supplied by the Employer.
- For clarification Article 5.7 of the Collective Agreement applies only to the Ricoh Coliseum.
- In the event the tenancy of the Ricoh Coliseum and / or the management of BMO Field changes, the parties agree to meet and discuss "go forward" option.

For IATSE Local 58

For The Board of Governors of

Renewed August 31 2012.

For Local 58

For Board of Governors

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF GOVERNORS  
of  
EXHIBITION PLACE

(hereinafter referred to as the "Board")

-and-

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES  
and  
MOVING PICTURE MACHINE TECHNICIANS, ARTISTS AND ALLIED CRAFTS  
of

THE UNITED STATES, ITS TERRITORIES AND CANADA  
LOCAL 58

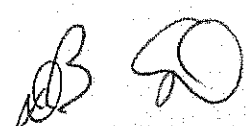
(hereinafter referred to as the "Union")

RE: COLLECTIVE AGREEMENT JANUARY 1, 2009 – DECEMBER 31, 2011

TECHNICAL SERVICES SHOP ASSIGNMENTS

Understanding the full time nature of the Technical Services Department and staff;  
Understanding that current economic conditions are curtailing the amount of work through the Technical Services Department;  
Understanding that both Exhibition Place and IATSE Local 58 are cooperating in an attempt to not lay-off the Technical Services Department staff -

- Technical Services Department staff can go on the IATSE Local 58 call list and take calls.
- Should Technical Services Department staff take calls at any Exhibition Place venue other than the Technical Services shop, Monday through Friday, they will be paid as per the collective agreement outside of the Technical Services Department Articles. If this call is less than a full day Management may request that they return to the Technical Services Department shop at the rates and conditions of the Collective Agreement pertaining to the Technical Services Department.
- If they refuse a call at Exhibition Place, at the Employer's discretion, they may or may not work in the shop for the duration of that call(s).
- See examples below.
- It has been agreed that if requested to go back to the shop the Technical Services person is not obligated to do so.



#### 4 Examples to define Tech Services Work Assignments

Standard work day is: 0800 ----1200L----1600 = 8hours on site/7.5 hours paid

1. Call to ExPlace venue at start of day:
    - a. 0800 starts at ExPlace venue / call done 1000
    - b. 1000 returns to shop 'til 1200 for lunch
    - c. 1230 to 1600 shop work
    - Employee paid 4 @ call rate + 5.5 @ shop rate = 9.5 total hours
  2. Call to ExPlace venue at start of day:
    - a. 0800 starts at ExPlace venue / call done 1000
    - b. Management determines no 'real' work in shop
    - c. 1000 – Employee goes home
    - Employee paid 4 or 5 (depends on nature of call) @ call rate
  3. Call to ExPlace venue at 1300 hours:
    - a. 0800 starts at shop at shop rate
    - b. 1300 reports to ExPlace venue
    - c. A) call ends at 1500 hours – employee may be released from Shop
    - d. B) call ends at 1900 hours
    - Employee paid    A) 4.5 @ shop rate + 4 @ call rate = 8.5 total hours  
                              B) 4.5 @ shop rate + 6 @ call rate = 10.5 total hours
  4. Call to ExPlace venue at 1000 hours:
    - a. 0800 starts at shop at shop rate
    - b. 1000 reports to ExPlace venue
    - c. A) call ends at 1200 hours – returns to Shop
    - d. B) call ends at 1600 hours
    - Employee paid    A) 5.5 @ shop rate + 4 @ call rate = 9.5 total hours  
                              B) 2 @ shop rate + 5.5 @ call rate = 7.5 total hours
- **This Letter of Understanding is null and void as of December 31, 2010.**

For I.A.T.S.E. Local 58

For The Board of Governors of  
Exhibition Place

I&S

Renewed August 31 2012.

For Local 58

For Board of Governors

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE BOARD OF GOVERNORS  
of  
EXHIBITION PLACE**

**(hereinafter referred to as the "Board")**

**-and-**

**THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES.  
and  
MOVING PICTURE MACHINE TECHNICIANS, ARTISTS AND ALLIED CRAFTS  
of  
THE UNITED STATES, ITS TERRITORIES AND CANADA  
LOCAL 58**

**(hereinafter referred to as the "Union")**

**RE: COLLECTIVE AGREEMENT JANUARY 1, 2009 – DECEMBER 31, 2011**

**ALLSTREAM CENTRE**





1. Exhibition Place anticipates having an Official Audio Visual Supplier for the Allstream Centre.
2. Permanently installed equipment in the Allstream Centre would be under the jurisdiction of the Technical Services Department.
3. The Official Audio Visual Supplier may keep gear on site or may have gear sent down from their shop. Under both circumstances this gear will be considered under the jurisdiction of the Technical Services Department.
4. If the Official Supplier needs to access gear from onsite or have it sent down from a shop they may send a supervisor to oversee this extra gear.
5. The Technical Services Department would look after this gear in consultation with the Official Supplier. E.g. repairing on site or determining to send it out to the Official Supplier's shop where it would be the responsibility of the Official Supplier to repair the gear.
6. Clients of the Allstream Center do not need to use the Official Audio Visual Supplier and may use whoever they want. If clients do not use the Official Audio Visual Supplier then that equipment would be dealt with by members of IATSE Local 58 coming in on a call from the hiring hall.

For I.A.T.S.E. Local 58

For The Board of Governors of  
Exhibition Place

Renewed August 31 2012.

For Local 58

For Board of Governors

