

# AGREEMENT

By and Between



Project X Productions Inc.

and



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

AFL-CIO, CLC

Local 118

September 15, 2020 – September 14, 2023

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# COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into between the International Alliance of Theatrical Stage Employees, Moving Pictures Technicians, Artists, and Allied Crafts of the United States, its Territories, and Canada, AFL-CIO, CLC Local 118, hereinafter referred to as "Union" and Project X Productions Inc., hereinafter referred to as "Employer."

The purpose of this Collective Agreement is to foster the employment of workers in an economically viable business that promotes productivity to the mutual benefit of parties to the Collective Agreement and the workers.

## Article One: Recognition

### 1.1 Union to Represent Employees

The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all Employees outlined in this Article.

The wages, benefits, hours, and working conditions set forth in this Agreement are minimum conditions only. The Employer may, in its sole discretion offer or withdraw, and the Employees may negotiate, better conditions on an individual basis provided that any resulting conditions or agreement does not abrogate any of the conditions of this Agreement.

### 1.2 Definition of Employees

An "Employee" is defined as any worker (including persons employed through a loan-out company) employed by the Employer as follows:

- production, technical staff, set-up and tear-down staff

All other Employees of the Employer are excluded from the operation of the Agreement, and the following are specifically excluded from this Agreement:

- managers
- production managers
- designers
- administrative staff
- principals (owners or part-owners) of the Employer, unless voluntarily recognized

The Employer shall negotiate with the Union for rates of pay with respect to any new Technician whose classification(s) and rate(s) of pay are not already defined under the terms of this Agreement.

### 1.3 Included Productions

This agreement covers all work performed by or on behalf of the Employer in the production of any event where Employees, as defined in 1.02, are required.

## **1.4 Area of Jurisdiction**

The Area of Jurisdiction is British Columbia.

## **Article Two: Work Assignment**

### **2.1 Union to Refer Employees**

The Employer shall have the right to select (“name request”) the first ten (10) persons on any call, provided said persons are Members in good standing with the Union or have been permitted to work on the call by the Union.

The Employer shall have the right to select (“name request”) one out of four (1 of 4) additional persons required for the call, provided said persons are Members in good standing with the Union or have been permitted to work on the call by the Union.

All other qualified persons shall be referred by the Union, according to the Union’s referral rules. The Employer grants to the Union the sole and exclusive right to refer Employees to perform work covered by this Agreement.

### **2.2 Union Unable to Supply**

Should the Union be unable to supply the Employer with Employees in any specific instance as required in Article One, the Employer shall be at liberty to make such arrangements, for that specific instance, as it deems necessary. However, all persons hired by the Employer shall be covered by all provisions of this Agreement.

### **2.3 Employer’s Right to Reject Unsatisfactory or Unsuitable Calls**

The Employer shall not unreasonably refuse to accept persons referred by the Union.

If the Employer refuses a person referred by the Union, the Employer shall provide the reasons in writing to the Union upon request.

If the Union considers the Employer’s rejection as being unreasonable, such action may be subject to the grievance and arbitration procedures contained in this Agreement.

The Union agrees that any such rejection shall not cause delay in the performance of work to be done.

### **2.4 Union to Permit “Touring” Employees**

The Employer shall be permitted to bring out-of-province keys, heads of departments, show operators, and touring staff which are attached to a production. The Union agrees to permit these crew members to work under this Agreement, unless another out-of-province agreement covering the crew members is already in place. These crew members shall count as part of the “first ten” crew members under Article 2.01.

## **Article Three: Dress Code, Tools, and Supplies**

### **3.1 Dress Code**

The Employee shall abide by the Employer's dress code, as published in the Employee's Handbook. The Employer shall notify the Employee of any special needs or changes of this policy at least twenty-four (24) hours preceding the call.

### **3.2 Tools and Supplies**

Each Employee referred to the Employer by the Union shall have in his or her possession suitable personal tools, as per the Employee's Handbook, to accomplish the assigned duties.

Whenever possible, the Employer shall provide a secure area for Employees to store their tools. The Employer shall be held harmless for loss, damage, or theft of tools stored in this area.

Employees shall be responsible for providing the personal protective equipment deemed the responsibility of the worker under the Workers Compensation Board (WorkSafe BC) Occupational Health and Safety regulation, and its successor regulations. Personal protective equipment currently deemed the responsibility of the worker under this regulation consists of:

- clothing needed for protection against the natural elements
- general purpose work gloves
- appropriate footwear including safety footwear
- safety headgear

The Employer shall provide, at no cost to the Employee, all other items of personal protective equipment required by the Workers Compensation Board (WorkSafe BC) Occupational Health and Safety regulation, and its successor regulations.

## **Article Four: Subcontracting**

The Employer may subcontract out bargaining unit work when it is a condition of a rental or supply contract and/or sale, and in conditions where the Union is unable to supply qualified personnel. Subcontracting shall be limited to one vendor equipment technician / operator in each of the following areas: audio, video, lighting, visuals, and staging.

Any other subcontracting of work in areas covered by this Agreement shall be in consultation with the Union and shall require the Union's approval.

## **Article Five: Locations, Travel Expenses & Transportation**

### **5.1 Definition of a Distant Location**

A distant location is defined as the area which lies outside of the area bounded by Horseshoe Bay to the north and west, the U.S. Border to the south, Maple Ridge to the east when north of the Fraser River, and Langley to the east when south of the Fraser River.

### **5.2 Employer to cover expenses on a Distant Location**

The Employer shall reimburse each Employee for all necessary travelling and other expenses when the Employer authorizes such travel, as outlined below.

An advance to cover the estimated per diem costs and allowable expenses shall be given to Employees before departure to a distant location.

### **5.3 Travel Time Payment to Distant Locations**

All travel time to distant location assignments, including transfers, shall be paid as time worked.

Travel time starts under the appropriate following condition:

- (a) at the scheduled time of departure of the flight, train, bus, or other arranged transportation
- (b) at the assigned time of departure from home when the Employee self-drives

Travel time ends upon arrival at the distant location, after all equipment is stored, and the Employee is relieved of all duties to the Employer. If the Employee works a shift on the same day as travel, time between the end of travel and the start of the shift is paid-through as time worked.

Travel time for the return journey shall be computed in the same manner.

### **5.4 Arranged Transportation**

Should the Employer require the Employee to use arranged transportation (flight, train, bus, etc.), the Employer shall provide for the full cost of the transportation, the cost of taxi service between the Employee's residence and the point of departure and return, and the cost of taxi service between the station and the Employee's hotel at the distant location.

The Employer shall provide its Employees with a minimum of \$100,000 travel accident insurance policy when the Employee is required to use arranged transportation.

### **5.5 Self-Drive**

Should the Employer authorize an Employee to use their private vehicles for production use or to self-drive to a distant location, the Employee shall be reimbursed at a rate of \$.52/km. The Employee must ensure that the vehicle carries valid business class insurance.

### **5.6 Accommodations on a Distant Location**

When housed overnight or longer, the Employee shall receive all necessary lodging expenses. Lodging is to be single occupancy and equal to Canadian Automobile Association (CAA) Standards, where reasonably available.

### **5.7 Per Diem Allowance on a Distant Location**

On distant locations within Canada where an overnight stay is required by the Employer, a per diem allowance of not less than \$65.00 shall be provided. If meals are provided at the expense of the Employer, the per diem allowance may be reduced by the following amounts:

Breakfast	\$14.50
Lunch	\$20.50
Dinner	\$30.00

The foregoing amounts will be payable in U.S. dollars when working in the United States. Partial per diems for travelling days may be paid by the Employer, at the Employer's discretion.

### **5.8 Hiring Policy for Productions on a Distant Location**

Local hires may be used for productions at a distant location.

## **Article Six: Wages, Hours, Benefits and Dues**

An "Event" is defined as a single occurrence of any included production as per Article 1.03, and may be one day or multiple days in duration.

### **6.1 General Overtime Provisions for an Event**

- (a) A minimum of one and a half times (1.5x) the straight hourly rate will be paid for all hours worked after eight (8) hours, and two times (2x) the straight hourly rate will be paid for all hours worked after twelve (12) hours.
- (b) All work performed between midnight and 7am will be paid at a minimum of one-and-a-half times (1.5x) the straight hourly rate.

### **6.2 Work Week and Overtime**

- (a) The work week shall be from 12:01am Monday to 12 midnight Sunday.
- (b) After forty (40) hours worked in the work week, a minimum of one and a half times (1.5x) the straight hourly rate will be paid for all hours worked up to forty-eight (48) hours, and two times (2x) the straight hourly rate will be paid for all hours worked after forty-eight (48) hours.
- (c) For the purpose of calculating weekly overtime under subsection (b), only the first eight (8) hours worked by an employee in each day are counted, no matter how long the employee works on any day of the week.

### **6.3 Work on a Statutory Holiday and New Year's Eve**

For calls which begin or end on a recognized Statutory Holiday, a minimum of one and a half times (1.5x) the straight hourly rate shall be paid for all hours worked up to eight (8) hours, and two times (2x) the straight hourly rate shall be paid for all hours worked after eight (8) hours.



Recognized Statutory Holidays shall include the following and any other Statutory Holiday prescribed by regulation:

New Years Day	Family Day	Good Friday
Victoria Day	Canada Day	Civic Holiday (BC Day)
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day		

All hours worked after 6pm on December 31st until the end of the work day shall be paid at a minimum of one-and-a-half times (1.5x) the straight hourly rate.

#### 6.4 Calculation of Time

A work day starting on one calendar day and running into the next calendar day shall be credited to the first calendar day.

For the purposes of computing overtime pay, the load-out of an event shall be considered a continuation of hours worked in cases where the Employee had fewer than eight (8) hours free from work between the end of the load-in and the start of the load-out.

In cases where an Employee has two (2) or more hours free from work between the end of the load-in and the start of the load-out, the Employee shall be guaranteed a minimum of four (4) hours of work on the load-out.

For the purposes of computing pay for all hours worked, time shall be calculated in fifteen minute increments so that an Employee shall be paid for a fifteen minute period if the Employee works any portion of a fifteen minute period.

#### 6.5 Benefits

- (a) Vacation Pay. The Employer agrees to pay the Employees four per cent (4%) of gross wages for Vacation Pay.
- (b) Health Benefit Plan. The Employer agrees to remit to the Union, on behalf of the Employees, an amount equal to six per cent (6%) of Employees' gross wages for the purposes of Health Benefit Plan contributions.
- (c) Pension Plan. The Employer agrees to remit to the Union, on behalf of the Employees, an amount equal to two and one-half per cent (2.5%) of Employees' gross wages for the purposes of Pension Plan contributions.
- (d) Statutory Holiday Pay. The Employer agrees to pay the Employees two-and-a-half per cent (2.5%) of gross wages for Statutory Holiday Pay.

"gross wages" is defined as the total of all straight time and overtime earnings, including time paid for turnaround, meal breaks, and meal penalties.

#### 6.6 Dues

Union dues shall be deducted by the Employer at source and remitted to the Union.

## **6.7 Performing Duties in a Higher Classification**

If, at the direction of the Employer, an Employee works in a classification higher than the classification under which the Employee is called for work for more than two (2) hours, the higher rate shall prevail for all time worked.

## **6.8 Cancellation Penalty**

If an Employee is notified of a cancellation of a call within twelve (12) hours of the start of the call, the Employee shall be paid four (4) hours wages at the rate negotiated for the call.

## **Article Seven: Meal Periods and Breaks**

### **7.1 Meal Period Schedule and Duration**

There shall be meal periods provided for all Employees working in excess of five (5) hours on a work day for an event.

Each meal period shall be one-half hour or one hour in length, at the Employer's discretion.

A meal period shall be taken approximately every four (4) hours and at least once every five (5) hours, in accordance with Employment Standards Legislation.

Meal periods shall be scheduled by the Employer or Employer's designate.

A one hour meal break shall not be taken within the first two (2) hours of a call.

Only one unpaid meal break shall be taken for shifts in excess of five (5) hours.

### **7.2 Meal Period Pay**

A one-half hour meal period shall be paid at the prevailing hourly rate. A meal shall be provided by the Employer for every one-half hour meal period taken between 12am and 7am.

A one-hour meal period is unpaid. The Employer is not obligated to provide a meal for a one-hour meal period.

### **7.3 Guarantee After Meal Period**

An Employee shall have a minimum of two hours of work after a one hour meal period.

### **7.4 Breaks**

Fifteen (15) minute paid breaks may be scheduled at reasonable intervals, at the discretion of the client.

Breaks shall be scheduled by the Employer or Employer's designate.

### **7.5 Penalty for Work on Meal Period**

If, on request by the Employer or Employer's designate, a meal period is not taken by an Employee, the Employee shall receive a penalty payment in addition to their normal earnings for working through the meal period.

The penalty payment shall be an additional fifteen (15) minutes\_of wages, at the prevailing rate, for every fifteen (15) minutes\_or portion thereof worked past the five (5) hours since the previous meal period or start of shift, until a meal break is taken.

### **Article Eight: Turnaround for an Event**

It is the intent of the parties here to allow an Employee a minimum of eight (8) hours free from work between the time an Employee ends his or her work with the Employer and the time he or she begins working for the Employer again on an Event.

In the event the Employer requests an Employee to return to work before the Employee has had eight (8) hours free from work, the Employer shall pay the Employee a minimum of one-and-a-half times (1.5x) the hourly rate for all hours encroached.

Turnaround is not applicable between load-in and load-out of an Event.

### **Article Nine: Consultative Committee**

On the written request of either party, the parties must meet at least once every year until this agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any Employee bound by this agreement.

### **Article Ten: Payment of Wages, Benefits, and Dues**

#### **10.1 Payroll Period**

The payroll period shall be two weeks in length.

For the purposes of uniformity, the payroll period shall be from 12:01 a.m. on Monday of the first work week to 12 midnight on Sunday of the second work week, except if work beginning on the second Sunday runs past 12 midnight, work time after 12 midnight shall be credited to the second Sunday.

All times shall be computed in one-half (1/2) hour increments. The Employer shall not make deductions from any such wages unless authorized by statute, court order, arbitration award, or this Agreement.

#### **10.2 Payment of Wages and Benefits to Employees**

All wage payments shall be made by cheque or direct deposit to the Employee's bank account.

Employee payment shall be ready no later than noon on the second Monday following the end of the payroll period. If a Statutory Holiday falls on a regular payday, payment shall be ready on the following business day.

If wages are paid by cheque, the Employer or Employer's designate shall ensure the pay cheques will be available for pick-up at a designated location by the date and time specified, or they may be mailed by the date and time specified.

### **10.3 Time Reports**

Employees shall receive a time report with each wage payment.

The Employer shall include in the time report the following: Employee's name and address; job classification; pay period ending date; dates worked; hours worked; wage and overtime rates; itemization and identification of all allowances, penalties, premiums, and benefits paid; itemization and identification of all dues and deductions made; gross and net amounts of the Employee's payment for the pay period; and year to date totals for gross wages, net wages, dues, deductions, allowances, penalties, premiums, and benefits.

A copy of the Employees' time report and time sheet shall be forwarded to the Union, accompanied by all applicable Employer Contributions and Dues, on a bi-weekly basis.

### **10.4 Use of Payroll Company**

In the event the Employer uses a payroll company or other outside person(s) or entity (herein referred to collectively as the "Payroll Service") to handle or facilitate the payment of wages or benefits to or on behalf of an Employee or Employees, the Employer agrees and acknowledges that it is and remains the Employer of such Employee(s) for the purposes of all of the provisions of this Agreement, and that the Employer remains liable and responsible for compliance with such provisions.

### **10.5 Corrections**

Any corrections or errors to an individual's pay shall be made by the Employer the week following verification of the error.

### **10.6 Union Access to Employer Records**

Upon written request, the Employer shall provide specific payroll records.

## **Article Eleven: Minimum Call, Cancellations, and Altered Call Times**

### **11.1 Minimum Work Call**

The Employee's minimum work call per event shall be four (4) hours, paid at the prevailing rate.

Employees who are not accepted by the Employer upon arrival at the call, for just and reasonable cause, shall not be guaranteed the minimum work call.

### **11.2 Cancellation of Call / Notification of altered call time**

The Employer may cancel an Employee's call up to twenty-four (24) hours before the starting time of the call without having to pay the Employee's minimum work call.

The Employer may notify the Employee of an altered call time up to twenty-four (24) hours before the original starting time without having to pay the Employee for time worked starting at the original call time.

A call to the Employee's primary contact phone number notifying the Employee of the cancellation or alteration shall be deemed sufficient notification of the cancellation or alteration. In the case of an Employee who does not have voice mail, an e-mail to said Employee shall suffice.

### **Article Twelve: Job Steward**

A Job Steward, selected from the work force scheduled to fill a call, may be appointed by the Union on any call.

The Job Steward shall ensure that the provisions to this agreement are adhered to. The Job Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement. The Employer shall recognize the Job Steward as the representative of the Employees, and hereby recognizes that the power to appoint or eliminate the Job Steward position is solely vested with the Union.

The Employer shall not discriminate against a Job Steward for fulfilling his or her duty of Union representation.

With the exception of a legitimate safety concern, it is understood and agreed that in the performance of the Job Steward's responsibilities, the business and operations of the Employer shall not be impaired, disrupted or restricted. Whenever possible, the work and the business shall continue.

### **Article Thirteen: Safety**

The Employer and the Union shall work together to insure that all applicable safety rules as set forth by the *BC Safety Authority, Workers Compensation Act, Canadian Electric Code and related regulations* are followed. Employees shall be expected to follow the safety rules issued by the Employer. The Employer shall provide a copy of its rules to each Employee and the Union.

Employees will not be required to work under conditions that are in violation of the Work Safe standards set by WorkSafe BC (the Worker's Compensation Board of BC).

### **Article Fourteen: Discipline**

The Employer must not dismiss or discipline an Employee bound by this agreement except for just and reasonable cause.

An Employee shall have the right to request the presence of a Job Steward at any disciplinary interview with the Employer.

In the event that disciplinary action arises, the Employee shall be notified of his right to request the presence of a Job Steward.

The Union will be notified, in writing, of all disciplinary action taken.

## **Article Fifteen: Grievances and Arbitration Procedure**

### **15.1 Grievance Procedure**

STEP 1: The complaining party shall, not later than ten (10) business days from the date the grievance or dispute occurred or comes to his/her attention, bring the grievance or dispute to the attention of the other party, in writing. Within ten (10) business days of such grievance, the two parties shall meet to attempt to resolve the matter. Failing resolution, the grievance shall be reduced to writing, with copies to the Union and Employer, and advanced to Step 2.

STEP 2: Within fifteen (15) business days of filing of a written grievance, the Senior Steward or other representative of the Union and a designated representative of the Employer shall meet to attempt to resolve the grievance. Within three (3) business days of the meeting, a written answer to the grievance shall be provided, setting forth in full, the answering party's position. If the matter has not been satisfactorily resolved, the grievance shall advance to Step 3.

STEP 3: Within fifteen (15) business days of receipt of the Step 2 answer, the Senior Steward or other representative of the Union and the operations manager of the Employer, or his designate, shall meet to attempt to resolve the grievance. Within ten (10) business days of such a meeting, should the matter not be satisfactorily resolved the Union and the Employer may refer the difference for arbitration. When such a referral is made, the parties will agree on a single arbitrator.

The aggrieved party shall then promptly notify the selected arbitrator and obtain a date and place for the arbitration. The arbitrator's decision shall be final and binding.

### **15.2 Arbitration Procedure**

If a difference arises between the parties relating to the dismissal or discipline of an Employee, or to the interpretation, application, operation or alleged violation of this agreement, including a question as to whether a matter is arbitrable, either of the parties, without stoppage of work, may, after exhausting the grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference to arbitration, and the parties must agree on a single arbitrator, the arbitrator must hear and determine the difference and issue a decision, which is final and binding on the parties and any person affected by it.

The procedure to be followed in arbitration shall be determined by the arbitrator, unless otherwise agreed upon by the parties with one (1) work day preceding the arbitration hearing. The arbitrator shall submit his decision in writing, and his decision shall be final and binding. The compensation and necessary expenses of the arbitrator shall be borne equally by the parties.

The arbitrator shall not make any award or decision contrary to the conditions or articles of this Agreement.

The arbitrator is authorized to make his decision retroactive to the date of the specific grievance being addressed if, in his judgement, the circumstances justify such an award. Any dispute as to

the interpretation or construction to be placed upon the arbitrator's award shall be promptly submitted to the arbitrator who made the award, who may construe or interpret the award so far as necessary to clarify the same, but without changing the substance thereof, and such interpretation shall be binding on all the parties.

### **15.3 Time Limit Extension**

The time limits prescribed in any section in this Article may be extended by mutual consent, in writing, by the parties.

### **Article Sixteen: Strikes and Lockouts**

The Employer agrees that there will be no lock-out during the life of the contract.

The Union agrees that during the life of this Agreement, there will be no strike, work stoppage or disruptive activity by the Union. It shall not be a violation of this Agreement and it shall not be cause of dismissal or disciplinary action in the event an Employee refuses to cross or work behind any legal picket line related to a labour dispute, including such a picket line at the Employer's place of business.

### **Article Seventeen: Non-Discrimination**

The Employer and the Union subscribe to the principles of the Human Rights Act of British Columbia.

The Union and the Employer agree there shall be no discrimination against any individual on the basis of race, colour, religion, sex, sexual orientation, physical or mental disability, age, marital status, ancestry, place of origin or criminal conviction unrelated to employment.

The Employer shall not discriminate against any Employees for membership or activity in the Union, for serving on any union committee, or holding union office. The Employer shall not discriminate against any Employee for refusing to cross or work behind any legal picket.

Whenever the masculine gender is used in this Agreement, it is for convenience only and includes females as well as males.

### **Article Eighteen: Management Rights and Responsibilities**

Except to the extent expressly abridged by a specific provision of this Agreement the Employer reserves and retains, solely and exclusively, the right to manage the business. Such right includes the right to plan, direct, expand, control, reduce, or terminate operations, to establish and maintain job requirements and standards of production and inspection, to hire, assign, transfer, promote, suspend, or discharge Employees for just cause, to relieve Employees from duty for lack of work or for other legitimate reasons, to discontinue processes or operations, or to discontinue their performances by Employees of the Employer.

To introduce any new or improved methods or facilities, and make such reasonable rules and regulations not in conflict with this Agreement as may be necessary or desirable for the

operation of the Employer and to apply them in a reasonable fashion; provided, that the exercise of any such rights shall not have the purpose or effect of discriminating against the Union or the Employees employed under this Agreement.

### **Article Nineteen: Assignment of Wages**

The Employer will honour an Employee's written assignment of wages to the Union.

### **Article Twenty: Visitation of Worksites**

A representative of the Union shall be permitted to visit the worksites of the Employer at all reasonable times during working hours, given consideration to access restrictions at the worksite, to consult with the Job Stewards or other bargaining unit Employees for the purpose of carrying out the terms and conditions of this Agreement, or to ascertain if the terms hereof are being complied with.

### **Article Twenty-One: Employee Indemnification**

#### **21.1 Employee Indemnification**

The Employer will defend, indemnify, and save harmless any Employee for liability incurred during the effective dates of the Agreement and in the course of performance of the Employee's assigned duties and performed within the scope of his or her employment for the Employer that resulted in bodily injury, property damage suffered by any person(s) subject to the following conditions:

- (a) This shall not apply in any instance in which such injury, loss or damage is the result of or caused, in whole or in part, by the gross negligence or willful misconduct of the Employee.
- (b) The Employee shall cooperate fully in the defense of the claim or action, including, but not limited to, providing notice to the Employer immediately upon becoming aware of any claim or litigation, attending of hearings and trials, securing and giving evidence and obtaining the attendance of witnesses.

#### **21.2 Employer's Duty to Provide Legal Representation for Field Safety Representatives**

The Employer agrees to provide legal representation of its choice to Employees in proceedings before the *British Columbia Safety Authority* for reported incidents or alleged non-compliance with the *Safety Standards Act*, the Safety Standards General Regulation and the Electrical Safety Regulation arising out of Employee's duties as Field Safety Representatives.

The Employee shall cooperate fully with the Employer in the defense of those proceedings including, but not limited to, providing notice to the Employer immediately upon becoming aware of any reported incident or any alleged non-compliance.



The Employer is not required to continue legal representation if a determination is made by the Employer in good faith that the Employee has engaged in willful-misconduct or gross negligence.

### **21.3 Definition of Gross Negligence**

For the purposes of this article, gross negligence is defined as circumstances when it must be plain the magnitude of the risks involved are such that if more than ordinary care is not taken, a mishap is likely to occur in which loss of life, serious injury or grave damage is almost inevitable.

### **21.4 Duration of Protection**

The protection provided to the Employee under this article is also personal to the Employee and may be enforced by any Employee in any appropriate court or statutory forum. The protection provided to the Employee in this article does not expire with the expiration of this Agreement but will continue with regard to any claim made against an Employee after the expiration of this Agreement for liability that was incurred in the course of performance of the Employee's assigned duties performed within the scope of his or her employment for the Employer.

### **21.5 Indemnification**

It is expressly understood and agreed that the Employer shall have no recourse of any kind against the Union in respect to training or the issuance of a certificate of training to any Employee under the provisions of any Federal, Provincial, Territorial or Municipal regulating agency.

## **Article Twenty-Two: Unlawful Provisions**

In the event of a determination by the properly constituted authority that any portion or portions of this Agreement is unlawful, the remaining portions shall remain in full force and effect, and the portion or portions determined unlawful shall become null and void. The parties hereto agree to renegotiate such portion or portions for the purpose of making them conform, so long as they remain legally effective.

## **Article Twenty-Three: Terms of Agreement**

This Agreement shall be in effect from **September 15, 2020**, and will continue in full force and effect until **September 14, 2023**.

Unless written notice is given by either party to the other at least sixty (60) days and not more than ninety (90) days prior to the date of termination of a desire for change therein or to terminate and negotiate a new Agreement, this Agreement shall continue in effect for one additional year and from year to year thereafter. In the same manner, this Agreement, with any amendments thereof, shall remain in effect from year to year thereafter subject to termination or modification at the expiration of such contract year upon notice in writing given by either party to the other at least sixty (60) days and not more than ninety (90) days prior to the expiration of such contract year.

The operation of subsection 2 of Section 50 of the *Labour Relations Code of British Columbia* (Or any succeeding Acts) is specifically excluded from this Agreement.

THE PARTIES, by their representatives' signatures below, hereby execute this entire agreement, 31st day of August 2020.

For Project X Productions Inc

Name and Title

Scott Willard, General Manager

Signature

[Signature]

Date

31-August-2020

Name and Title

Alex Livlund - treasurer

Signature

[Signature]

Date

Nov 1st 2020

Name and Title

Signature

Date

For IATSE 118

Name and Title

Derall Dunlop President

Signature

[Signature]

Date

Sept. 9 2020

Name and Title

Signature

Date

Name and Title

Signature

Date

# AGREEMENT

By and Between



Project X Productions Inc.

and



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

AFL-CIO, CLC

Local 118

September 15, 2020– September 14, 2023

**Appendix A: Classifications and Wage Rates**

Wages shall be paid in accordance with this Article.

The minimum straight-time hourly rate for Employees referred for employment shall be as follows:

		<b>Project X Wage Rates</b>		
<b>Project X</b>			2.00%	2.00%
	Notes	2020	2021	2022
Head Rigger	Acts as a GR but supervises	\$ 44.48	\$ 45.37	\$ 46.28
High Rigger		\$ 44.48	\$ 45.37	\$ 46.28
Ground Rigger		\$ 34.12	\$ 34.80	\$ 35.50
Dept. Head	All Departments	\$ 33.62	\$ 34.29	\$ 34.98
Operator/Chief Electric	Assistant All Departments	\$ 31.63	\$ 32.26	\$ 32.91
Camera Op		\$ 31.63	\$ 32.26	\$ 32.91
Follow-spot Op		\$ 25.90	\$ 26.42	\$ 26.95
Grip	Technician/Hand	\$ 24.67	\$ 25.16	\$ 25.67
TELEPROMPTER		\$ 33.57	\$ 34.24	\$ 34.93
FORK OP		\$ 29.87	\$ 30.47	\$ 31.08

~~A crew chief shall be paid an additional \$2/hour above the grip rate~~

**Note: the wage rates applicable under this agreement are considered confidential.**

**Dispatch will inform individuals of their minimum wage rate, as negotiated under this agreement, when individuals are called.**

THE PARTIES, by their representatives' signatures below, hereby execute this entire agreement, 31st day of August 2020.

For Project X Productions Inc

Name and Title

Scott Willard, General Manager

-

Signature



-

Date

31-August-2020

-

Name and Title

Alex Livant - treasurer

-

Signature



-

Date

Nov 1st-2020

-

Name and Title

\_\_\_\_\_

-

Signature

\_\_\_\_\_

-

Date

\_\_\_\_\_

-

For IATSE 118

Name and Title

Derrell Dunlop President

-

Signature



-

Date

Sept. 9 2020

-

Name and Title

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Signature

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Date

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Name and Title

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Signature

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Date

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