## IATSE 118 – Live Nation

# January 17<sup>th</sup>, 2025

# **Memorandum of Agreement**

In accordance with our email exchange up to January 17<sup>th</sup>, 2025, this Memorandum of Agreement between IATSE Local 118 and Live Nation Canada, Inc. constitutes final settlement of all outstanding collective bargaining issues between the parties hereto with respect to a revised collective agreement. The terms and conditions contained in this Memorandum of Agreement are subject to ratification by the employees covered by the Collective Agreement and the directors of Live Nation Canada, Inc. All parties signatory to this Memorandum of Agreement to their respective employees and/or directors, as applicable, acceptance of all of the terms and conditions contained herein.

- 1. The term of the revised collective agreement is for four (4) years, from July 1<sup>st</sup>, 2024 June 30<sup>th</sup>, 2028.
- 2. Amend Article 7.1 as follows:

"7.1 The rates of remuneration will be increased as follows: For 2024-25 an increase of 3.0% For 2025-26 an increase of 3.0% For 2026-27 an increase of 2.5% For 2027-28 an increase of 2.5%
The rates (before any COLA) are listed in Schedule 'A' "

- 3. Add: Article 17.5 The Union agrees that any change to the Trust Account administration fee shall only be implemented after the Employer is provided with thirty (30) days prior written notice.
- 4. Amend Article 19.1(a) as follows:

"19.1 (a) Breach of any reasonable regulations from time to time made by the Employer governing the duties and functions of the Employees necessary for the conduct and management of the Employer's business insofar as such rules and regulations do not conflict with the terms of this Agreement, including but not limited to the Employer's Workplace Harassment Policy attached as Schedule "D" to this Agreement;

5. Amend Article 25 – COLA as follows:

25.1 The Employer agrees that should the average Consumer Price Index for Vancouver, as published by Statistics Canada, indicate a higher than 3.0% rise in the cost of living for the contract period July 1, 2024 to June 30, 2025 the Schedule "A" wage scale will be increased according to section (a) which follows:

- For any percent point to the nearest tenth that the Consumer Price Index exceeds 3.0% of the July 2024 C.P.I., Schedule "A" rates will be increased by that % point on a month to month basis;
- (b) Should an increase be granted on the above basis and the Consumer Price Index subsequently drops before June 30, 2025, the basic wage will be decreased by the same amount but not below the established Schedule "A" rate for the contract period July 1, 2024 to June 30, 2025. Any such increase or decrease will become part of the established schedule "A" rates in Schedule "A".

25.2 The Employer agrees that should the average Consumer Price Index for Vancouver, as published by Statistics Canada, indicate a higher than 3.0% rise in the cost of living for the contract period July 1, 2025 to June 30, 2026 the Schedule "A" wage scale will be increased according to section (a) which follows:

- (a) For any percent point to the nearest tenth that the Consumer Price Index exceeds
   3.0% of the July 2025 C.P.I., Schedule "A" rates will be increased by that % point on a month to month basis;
- (b) Should an increase be granted on the above basis and the Consumer Price Index subsequently drops before June 30, 2026, the basic wage will be decreased by the same amount but not below the established Schedule "A" rate for the contract period July 1, 2025 to June 30, 2026. Any such increase or decrease will become part of the established schedule "A" rates in Schedule "A".

25.3 The Employer agrees that should the average Consumer Price Index for Vancouver, as published by Statistics Canada, indicate a higher than 2.5% rise in the cost of living for the contract period July 1, 2026 to June 30, 2027 the Schedule "A" wage scale will be increased according to section (a) which follows:

- For any percent point to the nearest tenth that the Consumer Price Index exceeds 2.5% of the July 2026 C.P.I., Schedule "A" rates will be increased by that % point on a month to month basis;
- (b) Should an increase be granted on the above basis and the Consumer Price Index subsequently drops before June 30, 2027, the basic wage will be decreased by the same amount but not below the established Schedule "A" rate for the contract period July 1, 2026 to June 30, 2027. Any such increase or decrease will become part of the established schedule "A" rates in Schedule "A".

25.4 The Employer agrees that should the average Consumer Price Index for Vancouver, as published by Statistics Canada, indicate a higher than 2.5% rise in the cost of living for the contract

period July 1, 2027 to June 30, 2028 the Schedule "A" wage scale will be increased according to section (a) which follows:

- For any percent point to the nearest tenth that the Consumer Price Index exceeds 2.5% of the July 2027 C.P.I., Schedule "A" rates will be increased by that % point on a month to month basis;
- (b) Should an increase be granted on the above basis and the Consumer Price Index subsequently drops before June 30, 2028, the basic wage will be decreased by the same amount but not below the established Schedule "A" rate for the contract period July 1, 2027 to June 30, 2028. Any such increase or decrease will become part of the established schedule "A" rates in Schedule "A".
- 25.5 For reference purposes only: the current (2024) URL for the Statistics Canada CPI number is: <u>https://www150.statcan.gc.ca/t1/tbl1/en/cv.action?pid=1810000402</u> with Vancouver specified as the geographic region
- 6. Add to Article 26.5:
  - Article 26.5 (c) If any Employee is requested by the Employer to furnish sewing machines, irons, ironing boards and/or large kits of sewing supplies or hair and makeup supplies, the Employee shall bring such equipment if they can, and provided the Employer receives an invoice, the Employer shall pay the Employee the following in respect of the Employee's provision of such equipment:

Sewing machine - \$60/day Commercial steamer - \$60/day Iron & ironing board - \$30/day Extensive sewing kit\* - \$30/day Hair / make-up kit - \$75/day

\*Such kit is understood to be equipment beyond the standard flashlight/scissors, etc. normally required by a dresser.

- 7. Add Article 26.9:
  - 26.9 Employees hired as Steel Climbers are required to provide their own CSA certified harness and lanyard, approved ropes of a proper length and any other climbing personal protective equipment required to safely perform their job. Employees hired as steel climbers shall be paid at the rate of Stage Carpenter as outlined in Schedule "A" to this Agreement.
- 8. Add Article 26.10:
  - 26.10 Employees hired as High Riggers are required to provide their own CSA certified harness and lanyard, approved ropes of a proper length and any other climbing personal protective equipment required to safely perform their job.

- 9. Amend Article 27.1 as below, and remove Articles 27.2 through 27.7:
  - 27.1 It is the Employer's obligation to provide a harassment free workplace. The Union and the Employer recognize the right of all employees to work in an environment free from harassment and agree that harassment will not be tolerated in the work place. The Employees shall be subject to the Employer's Workplace Harassment Policy attached as Schedule "D" to this Agreement.
- 10. Amend Schedule "B" as follows:
  - Live Nation Canada, Inc. agrees to contribute to the IATSE Entertainment and Exhibition Industries Training Trust Fund:
  - (i) CAD\$3,000.00 by June 30, 2025;
  - (ii) CAD\$3,000.00 by June 30, 2026;
  - (iii) CAD\$3,000.00 by June 30, 2027; and
  - (iv) CAD\$3,000.00 by June 30, 2028.

All contributions shall be made payable to the IATSE Training Trust Fund, and sent to 2210 West Olive Avenue, Suite 300, Burbank, CA 91506, with a copy of the statement sent to the Local. The Employer agrees to be signatory to the IATSE Entertainment and Exhibition Industries Training Trust Fund, established June 22, 2011 ("Trust Agreement"), and to abide by and be bound by its terms and conditions, and any amendments thereto, and all policies and procedures of the Fund, including Collection of Contributions Payable by Employers, as related to such contributions due.

A revised Schedule "A", the new Schedule "D", and a new Letter of Understanding, are included at the end of this document, and are part of this Memorandum of Agreement.

It is agreed that the parties may mutually agree to revise, add, or delete any provision(s) of this Memorandum of Agreement during its term.

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Agreement by affixing their signatures hereto this \_\_\_\_\_ day of January, 2025.

Signed on behalf of: Live Nation Canada, Inc.

I.A.T.S.E. LOCAL 118

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Name: Wayne Zronik Title: President, Business Operations

Name: Title:

# Schedule 'A' – Rate Sheet for July 1, 2024 to June 30<sup>th</sup>, 2028 (before any COLA, if applicable)

Y to Y Increase:	3.0%	3.0%	2.5%	2.5%
Position	2024-25	2025-26	2026-27	2027-28
Stage Carpenter	\$ 50.74	\$ 52.26	\$ 53.57	\$ 54.91
Head Electrician	\$ 48.04	\$ 49.48	\$ 50.72	\$ 51.99
Head Fly Operator	\$ 48.04	\$ 49.48	\$ 50.72	\$ 51.99
Head Properties	\$ 48.04	\$ 49.48	\$ 50.72	\$ 51.99
Head Sound	\$ 48.04	\$ 49.48	\$ 50.72	\$ 51.99
Head Wardrobe	\$ 48.04	\$ 49.48	\$ 50.72	\$ 51.99
Head Video	\$ 48.04	\$ 49.48	\$ 50.72	\$ 51.99
Head Hair & Wigs	\$ 48.04	\$ 49.48	\$ 50.72	\$ 51.99
Head Make-up	\$ 48.04	\$ 49.48	\$ 50.72	\$ 51.99
Projectionist (Video/Film)	\$ 48.04	\$ 49.48	\$ 50.72	\$ 51.99
Camera Operator	\$ 48.04	\$ 49.48	\$ 50.72	\$ 51.99
Spot Operator	\$ 45.44	\$ 46.80	\$ 47.97	\$ 49.17
Assistant Carpenter	\$ 44.71	\$ 46.05	\$ 47.20	\$ 48.38
Assistant Electrician	\$ 44.71	\$ 46.05	\$ 47.20	\$ 48.38
Assistant Fly operator	\$ 44.71	\$ 46.05	\$ 47.20	\$ 48.38
Assistant Properties	\$ 44.71	\$ 46.05	\$ 47.20	\$ 48.38
Assistant Sound	\$ 44.71	\$ 46.05	\$ 47.20	\$ 48.38
Assistant Video	\$ 44.71	\$ 46.05	\$ 47.20	\$ 48.38
Assistant Hair and Wigs	\$ 44.71	\$ 46.05	\$ 47.20	\$ 48.38
Assistant Make-up	\$ 44.71	\$ 46.05	\$ 47.20	\$ 48.38
Ground Rigger	\$ 44.71	\$ 46.05	\$ 47.20	\$ 48.38
Preset Operator	\$ 44.71	\$ 46.05	\$ 47.20	\$ 48.38
Grips	\$ 42.34	\$ 43.61	\$ 44.70	\$ 45.82
Dresser	\$ 42.34	\$ 43.61	\$ 44.70	\$ 45.82
Hair & Wigs Attendants	\$ 42.34	\$ 43.61	\$ 44.70	\$ 45.82
Loader (Car/Truck)	\$ 50.74	\$ 52.26	\$ 53.57	\$ 54.91
Steel Climber	\$ 50.74	\$ 52.26	\$ 53.57	\$ 54.91
High Rigger	\$ 66.05	\$ 68.03	\$ 69.73	\$ 71.47

Grip rate shall apply to Employees in the following classifications: Carpenter Grip, Fly Operator Grip, Electrical Grip, Sound Grip, Property Grip and Video Grip.

# Letter of Understanding (January 17<sup>th</sup>, 2025)

Notwithstanding anything to the contrary in the Collective Agreement to which this letter is attached, the Trust Account Administration fee, as referred to in Section 17.1(c), shall remain constant until at least June 30<sup>th</sup>, 2034. For clarity, the amount of fee to be charged is defined as follows: 9.5% on the total of gross wages, including vacation pay, plus any and all taxes, fees, levies, benefit payments, premiums, and/or any other such charges either specified in the Agreement, or any addendum thereto that takes effect through the term of this LOU, or, as mandated by governmental authority or statute.

Signed on behalf of: Live Nation Canada, Inc.

I.A.T.S.E. LOCAL 118

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Name:Wayne Zronik Title: President, Business Operations

Name: Title:

## SCHEDULE 'D' WORKPLACE HARASSMENT POLICY

The Employer is committed to providing its workers with a workplace free of discrimination and harassment. All individuals are required to conduct themselves in a professional manner on company premises, or while performing work off premises, and refrain from engaging in harassing behavior.

In order to provide a pleasant, professional and productive work environment, it is important that we maintain an atmosphere characterized by mutual respect and professionalism at all times. To that end, the Employer prohibits harassment and conduct that is disrespectful and unprofessional. Even if such behavior is not intended to be offensive or is not directed at a particular person, it violates the Employer's policy. Unlawful harassment of workers in any form is unacceptable conduct and will not be tolerated.

This policy applies to all persons involved in the operations of the Employer, and prohibits harassment by any worker of the Employer, including supervisors, managers, and coworkers, as well as third-parties such as clients, vendors, non-workers, and independent contractors performing work for The Employer, at any location where a worker is engaged in work or work-related activities for the Employer. This policy also applies where harassment is connected to the workplace but arises outside of the workplace or outside of working hours if the harassment either detrimentally affects the workplace or leads to adverse job-related consequences to the victim.

Workplace harassment means engaging in a course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome. Workplace harassment includes but is not limited to:

- Discriminatory harassment, targets an individual or group of individuals based upon characteristics such age, ancestry, color, religious creed (including religious dress and grooming practices), family and medical care leave or the denial of family and medical care leave, mental or physical disability (including HIV and AIDS), marital status, domestic partner status, medical condition (including cancer and genetic characteristics), genetic information, military and veteran status, political affiliation, national origin (including language use restrictions), citizenship, race, sex (including pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, and gender expression, sexual orientation, or any other basis protected under provincial or federal human rights legislation. Discriminatory harassment can also be based on the perception that anyone has any of the above characteristics or is associated with a person who has or is perceived as having any of the above characteristics.
- Bullying and personal harassment includes vexatious or objectionable unwelcome conduct, comments, gestures or physical acts that are repeated or, if a single incident, the offending conduct is sufficiently serious to cause a lasting harmful effect on the worker or cause a worker to be humiliated or intimidated, adversely affecting a worker's psychological or physical well-being or amounting to a threat to a worker's health and safety.
- Sexual harassment includes unwelcome and vexatious sexual conduct or comments, an unwelcome sexual solicitation or for a reprisal for refusing that sexual solicitation.

Such conduct has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment.

Workplace harassment does not include the reasonable exercise of management functions in the workplace that relate to the management or direction of workers or the workplace. Performance reviews, work evaluation and reasonable disciplinary measures do not constitute harassment in and of themselves, unless comments meeting the standards herein are contained within the review/evaluation.

The Employer prohibits and will not tolerate any form of workplace harassment by any worker, member of management or third party, regardless of whether it is:

- Verbal (for example, epithets, derogatory statements, racial slurs, derogatory comments or jokes, unwelcome sexual advances or requests for sexual favors).
- Physical (for example, assault or inappropriate physical contact).
- Visual (for example, displaying derogatory or sexually suggestive posters, cartoons or drawings, leering or making sexual or derogatory gestures).
- Online and Electronic (for example, offensive computer screensavers and wallpapers, derogatory statements or sexually suggestive postings in any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.).

Sexual harassment may include but is not be limited to actions such as:

- sex-oriented kidding, teasing or jokes;
- repeated offensive sexual flirtations, advances or propositions;
- verbal abuse of a sexual nature;
- sexually-graphic or degrading comments about an individual or his or her body or appearance;
- the display of obscene or sexually-oriented pictures, photographs, objects or other visual materials; and
- physical contact, such as patting, hugging, pinching or brushing against another's body.

The preceding lists are illustrative only, and not exhaustive. No form of harassment will be tolerated.

All workplace parties have a role in preventing workplace harassment. All workers are responsible for working in compliance with this policy and required to report any incidents of workplace harassment to the Company.

The Employer will make every reasonable, practicable effort to ensure that no worker is subjected to workplace harassment. If The Employer becomes aware of a potential incident of harassment, it will investigate the incident in a fair, timely and confidential manner. The Employer is committed to taking appropriate corrective measures to stop any harassment and avoid future incidents.

Any violation of this policy or related procedures may be grounds for disciplinary action, up to and including termination of employment.

This policy is not intended to discourage or prevent a worker from exercising any other rights, actions or remedies that may be available under the provincial and federal legislation. The worker has the right to file a harassment complaint with the appropriate government authorities.

If a worker needs further assistance dealing with harassment, they should contact their Human Resources representative, Union, a health and safety representative, or the Business Integrity Hotline at 1-888- 497-2555.

Any questions about this policy or its related procedures should be directed to the Employer's Head of Human Resources for Canada. This policy will be reviewed and updated whenever there is a change that affects its effectiveness in preventing workplace harassment and, at minimum, annually.

Any person who believes he or she has been harassed or that he or she has witnessed harassment should file a complaint as set forth below. Retaliation for having reported or intending to report harassment or cooperating with an internal investigation of a harassment claim is strictly prohibited.

#### PROCEDURES FOR REPORTING HARASSMENT

The Employer has developed specific procedures for reporting and investigating any incident of harassment.

#### Complaint Procedure

Any worker who is the subject of workplace harassment or otherwise becomes aware of an incident of workplace harassment should report the matter, as soon as possible, to a Human Resources representative, who will conduct a formal investigation into the incident.

Complainants are encouraged to complete a formal Complaint using the attached form, and provide this form to a Human Resources Representative.

The Employer will not retaliate against a worker for filing a complaint or for participating in an investigation. The Employer expressly prohibits retaliation by management, supervisors and/or coworkers.

#### Harassment Investigations

The Employer is committed to investigating incidents of harassment in a timely, impartial and objective manner where it becomes aware of an incident of workplace harassment or it receives a complaint of workplace harassment.

The harassing incident investigation will be conducted by the Employer's Human Resources Department or, if the circumstances require, a neutral third party. Upon receipt of a complaint of discrimination, harassment or retaliation, a qualified Human Resources representative (or a qualified designee) shall immediately conduct a thorough, timely, fair, objective, impartial and complete investigation of the alleged discrimination, harassment and/or retaliation.

All parties will be afforded appropriate due process. Human Resources has the full responsibility to ensure that complaints involving alleged violations of this policy are investigated and

resolved, and to recommend and implement the appropriate sanctions against those found to be in violation of this policy.

Confidentiality will be maintained, consistent with the needs of the investigation. Confidential information will only be disclosed for the purpose of the investigation, as required to take corrective action or as required by law. While the investigation is on-going, the worker who has allegedly experienced harassment, the alleged harasser(s) and any witnesses should not discuss the incident or complaint or the investigation with each other or other workers or witnesses unless necessary to obtain advice about their rights. The investigator may discuss the investigation and disclose the incident or complaint related information only as necessary to conduct the investigation.

Human Resources will make a determination about whether unlawful discrimination, harassment or retaliation, or any other inappropriate conduct occurred, reaching a reasonable conclusion based on the evidence collected. The investigation will be documented and completed in a timely manner, generally within ninety (90) days, unless extenuating circumstances warrant a longer investigation. Within a reasonable time after the completion of the investigation, the complainant and the alleged harasser will be informed in a written summary about the results of the investigation and any corrective action taken.

Human Resources, along with management, will take immediate and prompt action to remedy the discrimination, harassment and/or retaliation if, following an investigation, it is determined that prohibited conduct did occur. The action shall take into consideration the relevant facts and circumstances including the severity of the offense. Appropriate action will also be taken to deter any future prohibited conduct. A worker found to have acted in violation of this policy will be subject to disciplinary action, up to and including the possibility of immediate termination. Workers should also be aware that provincial agencies have the ability to investigate allegations brought to their attention. Workers believing they have been subjected to unlawful discrimination, harassment or retaliation may file a complaint with the appropriate external agency.

### Record Keeping

The Employer will keep records of the harassment investigation including:

- A copy of the complaint or details about the incident.
- A record of the investigation including notes.
- A copy of any investigation report.
- A summary of the results of the investigation that was provided to the victim and the alleged harasser, if the alleged harasser was a worker.
- A copy of any corrective action taken to address the complaint or incident of workplace harassment.

All records of the investigation will be kept confidential. The investigation documents, including the investigation report will not be disclosed unless necessary to investigate an incident or complaint of workplace harassment, take corrective action or otherwise as required by law.

Non-retaliation Policy: The Employer will not retaliate in any way against a worker, potential worker, or former worker for complaining of, or reporting, any form of discrimination or harassment to the Employer's management or Human Resources personnel, or to any provincial

or federal government agency. Workers who participate in the investigation of such a complaint or report of discrimination or harassment are also protected against retaliation in any form.

Retaliation against any individual for reporting discrimination or harassment or other inappropriate conduct or for cooperating in any investigation will not be tolerated and will, itself, subject the individual to discipline up to and including termination.

Any worker who makes a harassment complaint in bad faith, maliciously or without a reasonable and probable basis, engages in a reprisal against a worker for filing a harassment complaint or interferes with a harassment investigation will be subject to discipline.