

LETTER OF UNDERSTANDING

TERMS & CONDITIONS OF EMPLOYMENT APPLICABLE TO CANADA

WHEREAS Freeman Audio Visual (the "Employer") and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada (the "Union"), on behalf of the Union's affiliated Locals, are parties to a collective bargaining agreement effective January 1, 2018 to December 31, 2020 and from year to year thereafter as contemplated in Article 14.01 thereof (hereinafter referred to as the "Master Agreement");

AND WHEREAS the Employer and the Union are desirous of clarifying the terms and conditions of employment applicable to the Employer's employees working in Canada;

NOW, THEREFORE the Employer and the Union agree that the terms and conditions set out in the Master Agreement shall govern the employment of the Employer's employees working in Canada except as specifically modified in this Letter of Understanding.

Recognition

1. The Employer hereby recognizes the Union as the exclusive bargaining agent for all of the Employer's employees engaged in bargaining unit work covered by the Master Agreement in Canada. It is understood that the Union may assign the administration of its obligations set out in the Master Agreement and/or this Letter of Understanding to any of its affiliated Canadian locals whose jurisdiction includes the geographical location where the Employer is engaged in bargaining unit in Canada.

Governing Laws

2. All references to any United States federal or state laws and/or regulations as well as any references to courts, tribunals, agencies and/or bodies of the United States set out in the Master Agreement shall be deemed to be a reference to the analogous applicable Canadian and/or provincial equivalent. Further, all applicable Canadian federal and/or provincial employment related laws are deemed incorporated into the Master Agreement and this Letter of Understanding unless the Master Agreement and/or this Letter of Understanding provide for a greater right or benefit.

Union Security

3. Notwithstanding anything to the contrary in Article 3.01 of the Master Agreement, the Union and/or the affiliated local to whom the Union assigns administration of its obligations set out in the Master Agreement and/or this Letter of Understanding reserves the exclusive right to offer or not offer membership to any employees properly referred to employment in accordance with the terms and conditions of the Master Agreement and/or this Letter of Understanding.

Holidays

4. Notwithstanding anything to the contrary set out in Article 9.04 of the Master Agreement, the following holidays shall be recognized in the Canadian geographical areas identified:

Atlantic Canada	New Years' Day, Good Friday, Victoria Day, Canada Day (Memorial Day in NFLD), New Brunswick Day (in NB only), Labour Day, Thanksgiving Day, Remembrance Day (in NS only), Christmas Day, Boxing Day
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Quebec	New Years' Day, Good Friday OR Easter Monday, Journee Nationale des Patriotes, Quebec Fete Nationale, Canada Day Labour Day, Thanksgiving Day, Christmas Day
Ontario	New Years' Day, Family Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day
Manitoba	New Years' Day, Louis Riel Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day Christmas Day, Boxing Day
Saskatchewan	New Years' Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day
Alberta	New Years' Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Day (aka Heritage Day), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day
British Columbia	New Years' Day, Good Friday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day

Meal Breaks

5. Article 9.091 relating to meal penalties shall not apply in Canada.

Drug Policy

6. In accordance with Article 12.11 of the Master Agreement, Articles 12.02, 12.021, 12.022, 12.023, 12.03, 12.031, 12.032, 12.04, 12.05, 12.051, 12.06, 12.071, 12.072, 12.073, 12.08 and 12.10 of the Master Agreement are not applicable in Canada and shall be of no force and effect.

Wages & Benefits

7. The applicable wage rates and benefit contributions rates applicable to specific Canadian geographic areas shall be set out in separate schedules attached to this Letter of Understanding, and currently include:

Vancouver – Schedule 1

Calgary – Schedule 2

Toronto – Schedule 3

Montreal – Schedule 4

8. In the event that the Employer engages in the performance of bargaining unit work covered by the Master Agreement and/or this Letter of Understanding outside of the geographical areas currently identified in the schedules attached hereto from time to time, the Employer shall advise the Union prior to the commencement of any such work and negotiate wage rates and benefit contribution rates, and once established, shall apply in that geographical area for the duration of this Letter of Understanding.

Duration

9. This Letter of Understanding shall remain in full force and effect for the duration of the Master Agreement.

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FOR FREEMAN AUDIO VISUAL

Per:

Per:

Date

Date

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