

Collective Agreement  
Between

PDK PRODUCTIONS  
(Hereinafter referred to as PDK)

AND

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING  
PICTURE TECHNICIANS, ARTISTS, AND ALLIED CRAFTS OF THE UNITED STATES, ITS  
TERRITORIES AND CANADA FOR ITSELF AND ON BEHALF OF ITS AFFILIATED LOCALS  
(Hereinafter referred to as IATSE)

**ARTICLE 1 – PURPOSE**

- 1.1 The general purpose of this agreement between PDK and the IATSE is to establish and maintain:
- a) Orderly collective bargaining relations;
  - b) A procedure for the prompt and equitable handling of grievances; and
  - c) Satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this agreement.

**ARTICLE 2 – RECOGNITION**

- 2.1 PDK hereby recognizes the IATSE as the sole collective bargaining agent for PDK's employees in Canada in respect of wages, hours of work and all other working conditions. The IATSE will perform any work usually performed by members of the IATSE including, but not limited to, the unloading, loading, set up, put on, tear down, rigging of scenery, sets, properties, lighting, sound, hair, makeup, wardrobe, audio visual and concert equipment.
- 2.2 Notwithstanding anything else herein contained, this agreement shall not supersede any other IATSE collective agreement in Canada.

**ARTICLE 3 – UNION SECURITY**

- 3.1 All employees of PDK will be members in good standing of the IATSE.
- 3.2 PDK agrees to employ only employees supplied by IATSE locals to fill PDK calls where extra labour is required within a local's jurisdiction.
- 3.3 The IATSE agrees to supply competent employees to perform such work as is required in venues where PDK requires employees and further agrees to supply the same crew for performances as for rehearsal of a production and substitutes will only be made in cases of illness or injury.
- 3.4 The IATSE agrees to follow all reasonable policies established by PDK.

- 3.5 PDK will contract the appropriate local union before entering their jurisdiction to discuss all labour requirements. When a PDK call is delivered to the Business Agent of the IATSE, the Business Agent is required to make a definitive decision as to whether or not the call is able to be filled. In the event the Business Agent of the Local cannot commit to filling the call, PDK will continue to try and fill the call.
- 3.6 PDK may refuse, with just cause, to employ and may demand a replacement for any employee supplied by the IATSE. The IATSE and the employee will be informed of the reason for the refusal to employ or the demand for the replacement at the time of the refusal or replacement and the IATSE may grieve the refusal or demand for the replacement.
- 3.7 In the event that PDK is contracted to work at a venue where the IATSE has been conducting an organizing drive or is attempting to negotiate with that employer and the fact that PDK's involvement with that employer may cause the Local problems in securing a relationship with that employer, the local must make the International and PDK aware of the situation so that any potential conflicts can be rectified.
- 3.8 In the event that there is no PDK assigned Crew Chief, and there are supervisory tasks to be performed, one of the employees from the IATSE Local Union will be designated and paid as a Head and is responsible for all that it entails, including filling out time sheets, new employee forms, RRSPs, etc. PDK shall supply each IATSE Local with all the necessary forms required in advance of any call that the IATSE Local is providing a Head or Crew Chief.
- 3.9 Advance notice of all jobs must be provided to both the affected local(s) and the Canadian Office as soon as reasonably possible.
- 3.10 Monthly notices are to be submitted to the affected local(s) and the Canadian Office, which provide a breakdown of the show name, number of workers employed and total hours worked.

#### **ARTICLE 4 – ARBITRATION**

- 4.1 The IATSE and PDK recognize that the grievance procedure is among the most important matters in the successful administration of the Collective Agreement.
- 4.2 Any dispute between the IATSE and PDK concerning the interpretation and/or application of this Agreement which cannot be initially resolved between the IATSE's designated representative, including local union representatives authorized by the IATSE, or thereafter cannot be resolved by the IATSE International President or his designated representative and PDK, may be submitted to arbitration by either party for resolution by a final and binding award.
- 4.3 No grievance shall be referred to arbitration unless it was submitted to the appropriate representative within (10) days of the circumstances giving rise to the difference were known or should have been known.
- 4.4 The parties shall agree on a sole arbitrator within 30 days of the circumstances giving rise to the grievance were known or should have been known and if no agreement on the appointment of an arbitrator is reached, then either party, shall request the relevant provincial or federal authority to appoint an arbitrator. The arbitrator shall (unless the parties otherwise agree) schedule a hearing within 45 days of being contacted.

- 4.5 The cost of the arbitrator shall be borne equally by the parties.
- 4.6 The arbitrator shall have no power to subtract from, modify or omit any provisions of the Collective Agreement.

#### **ARTICLE 5 – STRIKE AND LOCK-OUTS**

- 5.1 The IATSE shall not cause, nor permit any of its members to cause any Strike or picketing of PDK during the term of this agreement. PDK shall not cause, engage or permit a lock-out of its employees during the term of this agreement.

#### **ARTICLE 6 – HOURS OF WORK AND MINIMUM CALLS**

- 6.1 All regular work calls shall commence not earlier than 7am.
- 6.2 Four (4) hours shall constitute the minimum work call for all work, other than a performance call, unless the performance call is the only call of the day for the employee.
- 6.3 An employee broken for duration of two or more hours and then called to work shall be entitled to a new minimum call of four (4) hours.
- 6.4 Employees shall be paid for performances at the performance rate referred to in Article 14. A performance shall be deemed to be a working period of not more than three and one-half (3.5) hours, beginning one-half (0.5) hour before the ticketed start time of the show and ending at the time of the final curtain or when the house lights come on.
- 6.5 The performance call may be extended for a maximum of one (1) hour before and/or one (1) hour after the performance for a purpose related to that day's performance, however at no time shall this extension be used for the purpose of a take out. Extensions to the performance call shall be paid at the employee's prevailing rate.
- 6.6 A take-out for wardrobe shall constitute a separate four (4) hour call. The call is finished when the take-out is complete.
- 6.7 Time shall be computed to the next whole hour for pay purposes.

#### **ARTICLE 7 – TRUCK LOADING**

- 7.1 Where an event requires dedicated truck loaders, employees so designated will be paid at the truck loader's rate specified in article 14. When the trucks have been unloaded, employees designated as truck loaders will work the remainder of their four-hour call on deck at the truck loading rate. Any Employee designated as a truck loader who is asked to work beyond their four-hour call shall be paid in accordance with their new position, provided that the rate is not less than the truck loading rate.

#### **ARTICLE 8 – CANCELLATION**

- 8.1 PDK shall cancel a call for labour by notification no less than twenty-four (24) hours prior to the start of the call. Failure to provide the proper notice shall result in payment to the IATSE an amount equal to a minimum four (4) hour work call at the straight time hourly rate.

## **ARTICLE 9 – RATES OF PAY**

- 9.1 For the purpose of pay computation, the regular work week shall extend from 12:01am Monday through 12:00am midnight the following Sunday.
- 9.2 Time worked between 7:01am and 1:00am, Monday through Sunday, other than on performances shall be paid at the straight time hourly rate.
- 9.3 Time worked between 1:01am and 7:00am, Monday through Sunday, other than on performances shall be paid at one and one-half (1.5) times the straight time hourly rate.
- 9.4 Arena Conversions, Custom and Seasonal Installations, Strikes and Conversions will always be paid at straight time as they are mainly performed in the overnight hours.
- 9.5 Time worked in excess of eight (8) hours in a day or forty (40) hours in a week, exclusive of performance calls, shall be paid at one and one-half (1.5) times the straight time hourly rate.
- 9.6 Time shall be computed to the next whole hour for pay purposes.
- 9.7 Employees agree to work reasonable and/or scheduled overtime when required by PDK.
- 9.8 There shall be no duplicating or pyramiding of premium compensation.
- 9.9 If an employee is requested by the Employer to furnish any equipment, a daily rental of seventy five (75) dollars will be charged. The rental fee, once established, shall be paid to the employee for the run of the show, except if the Employer buys its own equipment, the fee may be reduced or discontinued, as the case may be. All equipment furnished by employees must be insured against fire and theft at the Employer's expense or in lieu thereof, the Employer shall be required to reimburse the employees for any loss or damage to same.

## **ARTICLE 10 – REST PERIOD**

- 10.1 If an employee has worked at least eight (8) hours on one calendar day, then that employee shall have a minimum eight (8) hour rest period between the conclusion of that employee's final work or performance call and the next day's call. Where an employee's eight (8) hour rest period is encroached, that employee shall be paid two (2) times the straight time hourly rate or performance rate, whichever is applicable, for all hours encroached.

## **ARTICLE 11 – MEAL BREAKS**

- 11.1 Employees will receive a break of one (1) hour, without pay, after a four (4) to a maximum five (5) hour work period. All subsequent meal breaks will be at four (4) hour intervals.

In the event that no such break is given the employee will receive a one-half (.5) hour paid meal break during which time a nutritious meal will be provided at PDK's expense. This meal break shall be paid at the prevailing rate.

If a meal break is not provided at the end of the fifth hour, all hours worked beyond five (5) hours shall be paid at double the prevailing rate, until the employee either receives a one (1) hour unpaid meal break, or a one-half (0.5) hour paid break with a nutritious meal provided at PDK's expense, or is finished for the day.

11.2 Any meal breaks occurring between 1:00am and 7:00am, excluding Arena Conversions, shall be paid through and a nutritious meal shall be provided at PDK's expense.

In the event that a nutritious meal is not provided at PDK's expense, all affected employees shall be paid at double the prevailing rate until the employee receives a one-half (0.5) hour paid break with nutritious meal, provided at PDK's expense, or is finished for the day.

Representatives of PDK and the IATSE shall consult as to the food to be provided.

### ARTICLE 12 – WORKERS COMPENSATION

12.1 PDK agrees to place all employees supplied by the IATSE under the protection of provincial workplace safety and insurance legislation.

### ARTICLE 13 – SAFETY STANDARDS

13.1 PDK, the IATSE, and the employees agree to comply with their obligations under provincial safety legislation.

13.2 Employees shall wear hard hats and steel toe boots or shoes during load ins, load outs and for such time as the Steward and PDK deem necessary and anytime work (e.g. rigging) is occurring overhead.

### ARTICLE 14 – WAGES

14.1 PDK and the IATSE agree that employees shall be paid for the services performed at rates not less than the amounts set out in this agreement.

14.2 The employees shall be paid for hours worked at the applicable hourly rate based upon the straight time hourly rates, except for performances, shop prep and conversions which will be paid the applicable performance rate and conversion rate, which rates are as follows.

14.2 a) Standard Rates

Job Description	Hour Rate (2018)	Performance Rate (2018)	Hour Rate (2019)	Performance Rate (2019)	Hour Rate (2020)	Performance Rate (2020)
Crew Chief	\$26.50	\$106.00	\$27.00	\$108.00	\$27.75	\$111.00
Head Rigger	\$32.95	\$131.80	\$33.45	\$133.80	\$34.25	\$137.00
High Rigger	\$30.05	\$120.20	\$30.55	\$122.20	\$31.25	\$125.00
Department Heads & Down Rigger	\$25.45	\$101.80	\$25.95	\$103.80	\$26.75	\$107.00
Special Ops - Forklift, Follow spots, Lift Ops	\$25.10	\$100.40	\$25.60	\$102.40	\$26.50	\$106.00
Truck loaders	\$23.50	\$94.00	\$24.00	\$96.00	\$24.75	\$99.00
All Others	\$22.50	\$90.00	\$23.00	\$92.00	\$23.75	\$95.00
Conversion – Hands	\$20.00		\$21.00		\$22.00	
Shop Prep	\$20.00		\$21.00		\$22.00	

**14.2 b) Out of Town Rates (applicable to Guelph, Fergus and Elora)**

<b>Job Description</b>	<b>Hour Rate (2018)</b>	<b>Performance Rate (2018)</b>	<b>Hour Rate (2019)</b>	<b>Performance Rate (2019)</b>	<b>Hour Rate (2020)</b>	<b>Performance Rate (2020)</b>
Crew Chief	\$27.50	\$110.00	\$28.00	\$112.00	\$28.75	\$115.00
Head Rigger	\$33.95	\$135.80	\$34.45	\$137.80	\$35.25	\$141.00
High Rigger	\$31.05	\$124.20	\$31.55	\$126.20	\$32.25	\$129.00
Department Heads & Down Rigger	\$26.45	\$97.80	\$26.95	\$107.80	\$27.75	\$111.00
Special Ops - Forklift, Follow spots, Lift Ops	\$26.10	\$104.40	\$26.60	\$106.40	\$27.50	\$110.00
Truck loaders	\$24.50	\$98.00	\$25.00	\$100.00	\$25.75	\$103.00
All Others	\$23.50	\$94.00	\$24.00	\$96.00	\$24.75	\$99.00
Conversion – Hands	\$21.00		\$22.00		\$23.00	
Shop Prep	\$21.00		\$22.00		\$23.00	

In addition to the out of town rates identified in article 14.2 b), in the event PDK requires employees to perform work outside of the areas historically serviced by the Local, the two parties agree to convene to discuss appropriate compensation for travel time.

- 14.3** All wages shall be subject to the applicable federal and provincial statutory deductions.
- 14.4** Any employee may request that their cheque be directly deposited into their account by the employer provided that the account resides in one of the following banks: TD Canada Trust, Royal Bank, CIBC or Bank of Montreal.

**ARTICLE 15 – VACATION PAY**

- 15.1** PDK shall pay an amount equal to four percent (4%) of gross wages earned to each employee as vacation pay. Vacation shall be paid directly to the employee on each paycheck.

**ARTICLE 16 – BENEFITS**

- 16.1** In the first two years of this agreement (2018 and 2019) PDK shall pay and remit three and one quarter percent (3.25%) of employees' gross wages to the Canadian Entertainment Industry Retirement Plan (CEIRP). Employees shall contribute three and one quarter percent (3.25%) of their gross wages and PDK shall deduct and remit such contributions on behalf of the employees to CEIRP.

In the final year of this agreement (2020) PDK shall pay and remit three and one-half percent (3.5%) of employees' gross wages to the Canadian Entertainment Industry Retirement Plan (CEIRP). Employees shall contribute three and one-half percent (3.5%) of their gross wages and PDK shall deduct and remit such contributions on behalf of the employees to CEIRP.

- 16.2** PDK shall pay and remit three and one-half percent (3.5%) of employees' gross wages to the employee's Home Local's Health and Welfare Fund. If the employee's Home Local does not maintain a Health and Welfare fund, then it is agreed and understood that PDK's contribution to

the CEIRP shall be increased by three and one-half percent (3.5%). In the event that the IATSE establishes a National Health Plan, then these contributions will flow to such plan.

- 16.3** The Employer shall contribute to the IATSE Entertainment and Exhibition Industries Training Trust Fund one half percent (.5%) of gross wages, with a maximum contribution of two thousand five hundred dollars (\$2,500.00) per calendar year per Employer under this Agreement. The Employer may, should it so choose, make the maximum contribution in a single payment within thirty (30) days of executing this Agreement for the current calendar year, and thereafter in an annual payment during January of each calendar year during the term of this Agreement; otherwise, contributions are due no later than the fifteen (15<sup>th</sup>) of each month for the payroll days of the preceding month. All contributions shall be made payable to the IATSE Entertainment and Exhibition Industries Training Trust Fund, and sent to 10045 Riverside Drive, Toluca Lake, CA 91602. Employer agrees to be signatory to the IATSE Entertainment and Exhibition Industries Training Trust Fund, established June 22, 2011, ("Trust Agreement") and to be 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 the contributions due as per the above referenced collective bargaining agreement.
- 16.4** Payments of such contributions will be made monthly by separate cheques made payable to the respective Funds. All cheques are to be transmitted, with a complete remittance breakdown, to the employee's Home Local. A copy of this remittance breakdown shall also be forwarded to the IATSE Canadian Office at 22 St. Joseph Street, Toronto, ON, M4Y 1J9.

#### **ARTICLE 17 – STATUTORY HOLIDAYS**

- 17.1** Statutory holidays will be New Years Day, Family Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and any other statutory provincial holiday.
- 17.2** The Statutory Holiday shall be deemed to commence at 12:01am on the day of the Statutory Holiday and terminate at 7:00am on the day following the Statutory Holiday.
- 17.3** Time worked on a Canadian Statutory Holiday shall be paid at two and one-half (2.5) times the applicable straight time rate.
- 17.4** Notwithstanding article 17.2 any work performed on Christmas Day shall be paid at Three (3) times the straight time hourly rate.

#### **ARTICLE 18 – TRAVEL/CARPOOLING**

- 18.1** In the event that an employee without a vehicle is called into work, the employee may request assistance from the employer who will then make every reasonable effort to accommodate a means of transport.

#### **ARTICLE 19 – EFFECTIVE DATE AND DURATION**

19.1 This Agreement shall commence on January 1, 2018 and run through December 31, 2020. Either party may signify its desire to open this collective agreement for re-negotiation by alerting the other party in writing within 90 days of the expiration of the agreement. Should this occur this agreement shall continue to operate without modification until such time as the parties enter into a new Collective Agreement.

IATSE

  
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Date

PDK Productions Corporation

  
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Date