

COLLECTIVE AGREEMENT

2024 – 2026

Between

MOTION PICTURE and STAGE TECHNICIANS

Local 212

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

Hereinafter referred to as the

"UNION"

and

F & D SCENE CHANGES LTD.

Hereinafter referred to as the

"COMPANY"

This Agreement shall become effective from the **1st of January 2024**, and shall remain in full force and effect until and including **the 31st day of December 2026**.

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ARTICLE 1: SCOPE OF AGREEMENT

- (a) It is the purpose of this Agreement to recognise the common interest between the COMPANY and the UNION in promoting the utmost co-operation and friendly spirit between the COMPANY and its EMPLOYEES, to set forth conditions of employment to be observed by both parties and to provide for prompt and equitable adjustment of the grievances in order that there be no impeding of work resulting in stoppages or strikes or any other interference with the COMPANY facilities during the term of this Agreement and to this end, the COMPANY and the UNION herein sign this Agreement in good faith.
- (b) The term EMPLOYEE, used in the Agreement shall mean any person employed in a Job Classification listed in Schedule "A". This Agreement does not cover any other EMPLOYEES including buyers, clerical and office janitorial. Drivers will be included except when exempted by a motion picture production agreement.
- (c) In the event the COMPANY engages a person in Alberta to perform work outside the jurisdiction of the UNION for any Job Classification under this Agreement, the COMPANY recognises the provisions of this Agreement shall apply in each instance.
- (d) EMPLOYEES shall not be discriminated against on the basis of race, creed, colour, age, sex, sexual orientation, **gender identity**, marital status, parental status, nationality, ancestry, place of origin, UNION membership, activity or political affiliation. There shall be equal pay for equal work.
- (e) In order for the COMPANY to remain competitive, the COMPANY reserves the right to negotiate with the Union a reasonable resolution to an unusual one-of-a-kind situation.

ARTICLE TWO: COMPANY RIGHTS

- (a) Except as specifically restricted by the express terms of this Agreement and provided that such rules and regulations do not conflict with the constitution of the International Alliance and Local 212, any laws of Canada, a Province and/or Territory thereof, municipal or similar authority, country or other political subdivision thereof, in which the work is to be performed under, the COMPANY shall retain the sole and exclusive right to manage its business. Such rights shall include, but not be limited to, the right to hire and terminate EMPLOYEES with just cause, the right to assign job duties, the right to direct the workforce, the right to determine the number and need for EMPLOYEES and to subcontract work. Subcontracting of work may occur only after consultation with the Business Agent regarding the Union's ability to supply persons to perform specific functions. The Business Agent will not unreasonably withhold agreement. The means methods, technology, equipment schedules and the procedures for the operation of the business shall remain the sole and exclusive prerogative of the COMPANY.
- (b) After a twelve (12) week probationary period an EMPLOYEE shall be deemed to be competent. Subsequent to the probationary period the COMPANY may only dismiss EMPLOYEES for just cause. Twelve (12) weeks shall be consecutive or within a calendar year.
- (c) The Company shall have the right to dismiss from any position, any Employee for which the Company can show just cause. In every case of dismissal for just cause, the company will

immediately give to the Union and the Employee, in writing, the details, reasons and circumstances of the dismissal.

- (d) The COMPANY shall recompense EMPLOYEE(S) for lost wages as a result of dismissal without just cause which shall include all wages, overtime, premiums and benefits which the EMPLOYEE(S) would have been entitled to receive during the period commencing at the time of dismissal and concluding at the time of reinstatement.

Just Cause in this Agreement shall include:

- (i) Breach of any reasonable regulation made by the COMPANY governing duties and functions that are necessary for the conduct and management of the business of the COMPANY, insofar as the regulation does not conflict with the terms of this Agreement. The COMPANY shall furnish EMPLOYEES with a written copy of such regulations prior to implementation. **This includes the company harassment, and impairment policies.**
- (ii) unsatisfactory performance of an EMPLOYEE'S duties assigned by a Supervisor.
- (iii) dishonesty, insubordination or failure to comply to reasonable instructions issued by a Superior.
- (e) EMPLOYEES agree that being under the influence of an impairing or intoxicating substance that inhibits the ability to work safely and/or effectively is prohibited while working under this agreement. In instances where an EMPLOYEE is suspected of being under the influence, the COMPANY may remove the EMPLOYEE from the worksite to ensure the safety of the EMPLOYEE and fellow co-workers, as well as to determine whether there is a violation of this prohibition.

Should the COMPANY, in consultation with a Union representative, decide as a result of their determination that they consider the EMPLOYEE is in an impaired condition, the COMPANY will require the EMPLOYEE to vacate the premises while ensuring that the EMPLOYEE has a safe means of transportation to the EMPLOYEE's domicile. Additionally:

- (i) for the first incident of an impairment determination, the EMPLOYEE will be asked to take the remainder of the shift off without pay.
- (ii) on the second incident the EMPLOYEE will be asked to take the remainder of the shift off as well as the next three working days without compensation.
- (iii) the third incident will result in immediate permanent dismissal.

At all three stages of this process, or any process in which an EMPLOYEE is being investigated for something that may lead to discipline, the EMPLOYEE will be required to sign an acknowledgement letter, a copy of this letter will be put in the EMPLOYEE'S personal file at F&D and a copy sent to the Union.

- (f) For minor infractions, e.g., lateness, where it is reasonable for the Company to allow for an employee's behaviour to improve, the company shall provide members with a

written warning prior to taking disciplinary actions.

ARTICLE THREE: UNION AUTHORITY/SECURITY

- (a) It is mutually agreed that I.A.T.S.E. Local 212 is the exclusive and sole Bargaining Agent for all EMPLOYEE Job Classification listed in Schedule "A". The COMPANY agrees to employ and continue to employ only UNION Members in good standing or duly processed permits. All EMPLOYEES shall remain in good standing as condition of employment with the COMPANY.
- (b) The COMPANY shall pay Employees not less than the rates listed in Schedule "B" of this Agreement and if there is a work reclassification made during a shift the Employee shall receive the higher of the two rates for the entire shift.
- (c) The COMPANY shall permit a duly authorised UNION Executive Member or designated representatives, access to the workplace of any person employed by the COMPANY in ALL of Job Classifications described in Schedule "A". Access shall be granted to conduct UNION business and shall not interfere with the ability of EMPLOYEES to perform normal duties. UNION representatives shall be provided with proper identification when necessary.
- (d) The company will allow the union to install a lockable bulletin board on the COMPANY'S premises in an area common to all Employees in the bargaining unit. The use and contents of this board is to be at the sole discretion of the union.
- (e) The COMPANY will recognise Shop Stewards as elected by the members of each shop, studio and / or location. As result of a vacancy, the Union may appoint an employee(s) to the position of Shop Steward until an election can take place. The Steward will have the complete co-operation of the COMPANY in the reasonable performance of their duties to inspect all working conditions affecting the terms of the agreement. The duties of the Shop Steward shall not unreasonably interfere with the ability of the Steward to perform their normal job functions.

ARTICLE FOUR: UNION OBLIGATION

As Local 212 is a Chartered Local of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, nothing in this Agreement shall interfere with what Local 212 owes to said International Alliance by reason of prior obligations, provided that the foregoing shall in no event be construed or applied so as to contravene any applicable Federal, Provincial or Civic Law.

ARTICLE FIVE: JURISDICTION AND DIVISION OF WORK

The jurisdiction of the UNION shall include all shop crafts and all EMPLOYEES engaged in those crafts by the COMPANY. This Agreement shall apply to all shop and site work performed for the COMPANY by the EMPLOYEES.

A person shall be designated to oversee all Medical/First Aid requirements as provided under the Alberta Occupational Health and Safety Act at each job site. A list of all designated people shall be posted by the first aid stations.

ARTICLE SIX: HIRING PROCEDURES

- (a) In cases where vacancies cannot be filled from the Company's crew roster, positions needed shall be filled from the Union's regular calling roster. The COMPANY shall endeavour to give the UNION 24-hours advance verbal and written notice of all vacancies for positions covered under this Agreement. The COMPANY may interview all unknown Union applicants and may hire qualified Union personnel. Qualifications shall be decided in consultation between the Company and the Stage Business Agent in accordance Schedule "E" Job Descriptions. After consulting with the Business Agent the COMPANY will not unreasonably withhold agreement but will be under no obligation to employ Union recommended applicants.
- (b) If a qualified Union candidate is not found, then the COMPANY may employ a candidate from outside the Union. If this situation arises, the Union shall not be deemed in violation of this agreement. The Company shall request from the Union a work permit immediately upon this Employee being employed. Upon completion of the minimum probation period set out in Article 2 (b), this Employee, upon notification from the Union, will be required to immediately make application for membership to the Union and fulfill the Union's Standard First Aid and WHMIS requirements for membership. The Union undertakes to accept each such person as a member of the Union unless it shall have just cause to refuse such person membership under the Local or International Constitutions.
- (c) When the COMPANY calls the UNION to fill "daily" Truck Loader positions, the COMPANY will give the UNION not less than 24-hours advance notice stipulating crew requirements and any expected conditions which may impact the UNION's notification to the regular calling roster members. When the UNION fills calls made by the COMPANY under this clause 6 (c) the COMPANY and the UNION agree that all payments made for those calls will be processed and administered by Stagepay 212 Inc. The COMPANY agrees to make payments to Stagepay212 Inc in the amount of the invoices issued in accord with the provisions of this agreement and the attached Schedule "F" Stagepay 212 Inc Payroll Reference Sheet.

ARTICLE SEVEN: REMUNERATION

- (a) The COMPANY shall pay all EMPLOYEES rates of pay not less than those rates as set out in SCHEDULES "B" and "C" of this Agreement.
- (b) When the COMPANY engages EMPLOYEES to work in an established UNION House that is under contract with Local 212, the higher rate in each job category shall prevail.

ARTICLE EIGHT: ADDITIONAL PAYMENTS AND CHECK OFF

- (a) In addition to the remuneration referred to in ARTICLE SEVEN the COMPANY shall pay:
 - (i) to the Union's designate on the Member's behalf, for R.R.S.P. benefit, an amount equal to not less than **four-and-a-half (4.5%) percent** of the Member's gross wages (i.e.- wages plus vacation pay) plus any additional contribution under Schedule C. This benefit shall be payable within seven (7) days of month end;
 - (ii) to each EMPLOYEE who is a Member of the UNION, on each pay cheque, a premium of

six (6%) percent of the gross wages will be paid as vacation pay;

- (iii) to each EMPLOYEE who is not a Member of the UNION (permit), on each pay cheque, a premium of **ten-and-a-half (10.5%) percent** of the wages will be paid, being six (6%) percent as vacation pay and **four-and-a-half (4.5%) percent** in lieu of R.R.S.P. contribution;
 - (iv) to applicable Government Departments, all amounts withheld at source, together with the COMPANY contributions, as prevailing legislated regulation(s) require.
- (b) On a weekly basis, coincident with payroll periods, the COMPANY shall provide the UNION with all necessary information relating to the following matters for all EMPLOYEES working under this Agreement:
- (i) a list of all EMPLOYEES, showing names and job classifications,
 - (ii) hiring, discharges, suspension, resignations etc.
 - (iii) deal memos indicating the starting date for each new employee.
- (c) The COMPANY shall remit to the UNION within seven (7) days of month end;
- (i) working dues of an amount, which may be set by the Union, to be deducted from the gross wages of each Employee covered by this agreement, for Union working dues. Said dues are not to exceed assessment collected on other 212 contracts. The Union agrees to give the COMPANY and Employees notice (2) two weeks notice of a working dues adjustment.
 - (ii) the equivalent of **four-and-a-half (4.5%) percent** of all EMPLOYEES gross wages covered by this agreement shall be remitted to the Union for the Health & Welfare Fund.
 - (iii) **Beginning January 5, 2026, the equivalent of four point seven (4.7%) percent of all EMPLOYEES gross wages covered by this agreement shall be remitted to the Union for the Health & Welfare Fund.**
- (d) Payment for work performed and any other payments for considerations shall be paid weekly on Friday for work performed within the previous payroll period. The COMPANY shall supply to the EMPLOYEE, and affix to each pay cheque, a statement of earnings and deductions, the breakdown of all hours worked (regular and overtime), penalties and premium payments in detail.
- (e) In event of late payment by the COMPANY, a penalty of three (3) percent of gross wages for that pay period shall be paid to each EMPLOYEE and such payment shall be added to the next pay cheque for wages or paid earlier by separate cheque. In the event of late payment, the COMPANY shall immediately notify the UNION and begin immediate discussions with the UNION.
- (f) The non-payment of wages and other monies, when due to each EMPLOYEE and/or to the UNION, shall constitute a breach of this Agreement by the COMPANY. All costs incurred in the collection of overdue payments shall be borne by the COMPANY. In the event of non-payment(s)

- the UNION and its MEMBERS are not obligated to provide services or to avert a work stoppage.
- (g) In the case of an EMPLOYEE failing to remain in good standing with the Union in regards to financial obligations, the Union may agree to allow the EMPLOYEE to continue working if the COMPANY, at the EMPLOYEE'S request, deduct such amounts owing to the Union from the gross wages of the EMPLOYEE and submits such amounts to the UNION on the EMPLOYEE'S behalf.
 - (h) The COMPANY and the UNION agree to sign a CRA Certificate of Agreement to identify the COMPANY as issuing the T-4 slips, which would include working assessment deductions, for the EMPLOYEES working under this agreement.

ARTICLE NINE: HOURS OF WORK AND THE WORKWEEK

- (a) The regular workweek of the shop shall be designated and consist of any five (5) consecutive workdays out of any seven (7) consecutive days. The workweek shall start as Monday equals day one (1) consecutively to Sunday equals day seven (7).
- (b) The regular workday shall consist of eight (8) hours. There shall be no split shifts.
- (c) Minimum call for EMPLOYEES shall be four (4) consecutive hours.

ARTICLE TEN: OVERTIME

- (a) All work performed in excess of the regular workday or workweek, shall be considered to be overtime and overtime rates paid based on SCHEDULES "B" and "C".
- (b) Overtime pay for work performed after eight (8) hours in one day during the regular work week shall be paid at the rate of one and one-half (1.5) times the hourly rate up to and including the twelfth (12th) hour.
- (c) Overtime pay for work performed after twelve (12) hours in one day during the regular work week shall be paid at the rate of two (2) times the hourly rate up to and including the fourteenth (14th) hour.
- (d) Overtime pay for work performed after fourteen (14) hours in one day during the regular work week shall be paid at the rate of three (3) times the Employee's hourly rate. For work performed after the sixteenth (16) hour, the Employee's turnaround will be extended to twelve (12) hours.
- (e) Overtime pay for work performed on Saturdays, the sixth (6th) day of the work week, shall be one and one half (1.5) times the regular hourly rate for the first eight (8) hours, two (2) times the regular hourly rate for the next four (4) hours, and three (3) times the regular hourly rate for all subsequent hours.
- (f) Overtime pay for work performed on Sundays, the seventh (7th) day of the work week, shall be two (2) times the regular hourly rate for the first eight (8) hours, and three (3) times the regular hourly rate for all subsequent hours.
- (g) If work is scheduled on Sunday, the seventh (7th) day of the work week, but not on Saturday, the

sixth (6th) day of the work week it shall be treated as the seventh (7th) day of the work week for overtime purposes. If an EMPLOYEE misses day(s) of work for personal reasons, not including medical reasons, family leave or jury duty all of which shall be substantiated by evidence (i.e. Doctor's note, etc.), the day or days are not counted as part of their regularly scheduled five (5) day workweek.

- (h) Overtime rates shall not exceed three (3) times regular rate; however, when three (3) times rate is achieved turnaround shall be extended to twelve (12) hours.
- (i) For EMPLOYEES called as Truck Loaders only, the pay rates:
 - (ii) on Saturdays shall be in accord with clauses (b), (c) and (d) of this Article, unless the EMPLOYEE has also worked the previous five (5) days, in which case clause (e) shall also apply.
 - (iii) on Sundays shall be one and one half (1.5) times the prevailing hourly rate for the first eight (8) hours; two (2) times the prevailing hourly rate for the next four (4) hours, and three (3) times the regular hourly rate for all subsequent hours.

ARTICLE ELEVEN: GENERAL HOLIDAYS

- (a) The following are recognised as Paid General or Proclaimed Holidays:

New Years Day	Heritage Day	Christmas Day
Family Day	Labour Day	Boxing Day
Good Friday	Thanksgiving Day	
Victoria Day	Remembrance Day	
Canada Day		

And any other federally or provincially declared General Holiday.

National Day of Truth and Reconciliation

On September 30, F&D will join Canadians in working towards reconciliation by honoring residential school victims, survivors, and their loved ones by supporting staff led initiatives in acknowledgement of the day.

Any EMPLOYEE(S) who wishes to not attend work on Truth and Reconciliation Day may do so unpaid and with no penalty. Any EMPLOYEE(S) observing Truth and Reconciliation Day shall retain all overtime entitlements per ARTICLE TEN: OVERTIME.

- (b) EMPLOYEES who did work the workday prior to a General Holiday and the workday following shall be paid for the Holiday the equivalent of eight (8) hours at their base rate providing they were employed a minimum of three (3) days prior to the Holiday. Such EMPLOYEES shall be considered eligible to receive the following:
 - (i) When a General holiday falls on a scheduled/normal workday for an EMPLOYEE, the EMPLOYEE shall receive eight (8) hours pay at the EMPLOYEE'S regular rate.
 - (ii) If a General holiday falls on an EMPLOYEE'S scheduled/normal day off the EMPLOYEE shall receive eight (8) hours of pay at the EMPLOYEE'S regular rate.

- (iii) If a General holiday occurs during an EMPLOYEE'S annual vacation, and if the General holiday is one to which the EMPLOYEE would have been entitled had the EMPLOYEE not been on annual vacation, the EMPLOYEE shall receive eight (8) hours of pay at the EMPLOYEE'S regular rate. Annual vacation means a period of time being not more than three weeks, that an EMPLOYEE is absent from work in accordance with the "Holiday Policy" of the F&D Scene Changes "Employee Handbook".

Additionally for all EMPLOYEES:

- (iv) If an EMPLOYEE works on a General holiday he/she shall be remunerated at a rate of one and one half (1 ½) times the base rate for the first eight (8) hours, double time (2) for the next four (4) hours, up to and including the twelfth (12th) hour worked and three (3) times the prevailing rate for all subsequent hours worked.
- (v) Christmas Eve and New Years Eve shall not be considered General Holidays; however, any EMPLOYEE who works on either or both days after 18:00 hours shall be paid at the rate of two and half (2 ½) times the EMPLOYEE'S regular rate for all hours worked.

ARTICLE TWELVE: PREMIUMS

- (a) The rate of pay for all work performed between the hours of 12:00 midnight and 6:00 a.m. shall be at the appropriate rate as listed in SCHEDULE "B" and "C" with an additional payment of seven (\$7.00) dollars per hour for each hour worked during this period. Any shift that begins at or prior to 3:00 a.m. and continues past 6:00 a.m. will include the additional hourly premium until end of shift.
- (b) EMPLOYEES who agree to use their private vehicles for the COMPANY shall be **paid sixty-eight (\$0.68) cents per kilometre** documented on a COMPANY supplied mileage form and submitted for payment with their weekly timesheets. **The COMPANY has the option of transporting EMPLOYEE(S) in a COMPANY vehicle, in which case no mileage shall be paid.**
- (c) **The COMPANY is responsible for ensuring that private vehicles used for COMPANY business are adequately insured. All EMPLOYEE(S) utilizing their personal vehicles must verify and maintain proper insurance coverage. In the absence of valid insurance, the COMPANY shall not be liable for any claims, and the EMPLOYEE(S) shall bear full responsibility for associated liabilities**

ARTICLE THIRTEEN: TURNAROUND

- (a) There shall be a ten (10) hour rest period between the wrap out time of one call and the beginning of another call. Employees called back to work prior to the completion of ten (10) hour rest period, shall be paid at the rate of two (2) times the rate in effect during the last hour of the previous shift. This rate shall be in effect until the hour the rest period would be complete. Under no circumstances shall the penalty exceed three (3) times the employee's hourly rate.
- (b) Each day off shall be twenty-four (24) consecutive hours preceded by a ten (10) hour rest period. In the case of a seven (7) day workweek, the rest period shall be twelve (12) hours.

ARTICLE FOURTEEN: LAYOFF AND RECALL

- (a) **Per the Province of Alberta Labour Standards, Employers who want to keep an employment relationship during periods of lack of work may lay off an employee.**

The COMPANY agrees that in the event of a layoff of an EMPLOYEE(S) the COMPANY shall give such EMPLOYEE(S):

One week (1) written notice or one (1) week pay in lieu or a combination thereof if the EMPLOYEE has been employed for more than a total of twelve (12) consecutive months, including periods of temporary layoff, hereinafter known as “Regular Employees”. The UNION agrees to require one-week written notice when an EMPLOYEE(S) wishes to leave the employ of the COMPANY.

For layoffs of three (3) days and less:

- **Instructions may be given verbally by Department Heads, Forepersons, or Management.**

For layoffs of more than three (3) days:

- **An Employee(s) that has been employed for more than a total of twelve (12) consecutive months (including periods of temporary layoff) requires one (1) week written notice or one (1) week pay in lieu or a combination thereof.**
- **Instructions must be provided in writing by Project Management and include the effective date (these instructions may be delivered via paper notice or by e-mail)**
- **As outlined in Article 14 (b), employee(s) that have been employed for a duration of under twelve (12) consecutive months do not require a one (1) week notice period prior to layoff.**
- **The notice period may be verbally extended by a maximum of one (1) week should enough work come available.**

The COMPANY agrees to provide employees with bi-weekly updates, posted in the lunchroom, of any new signed agreements or pending contracts.

- (b) Employee(s) with less than twelve (12) consecutive months total employment, hereinafter known as “Daily Employees”, may be laid off due to the lack of work or may leave the employ of the COMPANY upon giving notice at the end of the workday. Employee(s) not personally notified of the lay off at the end of the shift, but who reports to work at the next regular shift, shall be considered to be called for a minimum call of four (4) hours.
- (c) The COMPANY agrees that should a lay off occur, the EMPLOYEE(S) affected shall be decided upon by the COMPANY, Shop Steward and Department Head taking time of service with the COMPANY as well as qualification into account. The COMPANY agrees to provide the Shop Steward with a copy of each layoff notice and until such notice copy has been given to the Shop Steward, a layoff notice will not be considered to have been given to the Employee.
- (d) A layoff of three (3) days and less cannot be included within or comprise part of a one-week layoff notice.
- (e) Recall For All EMPLOYEES except as per Article 14 (f):
When there is return to work after a lay off, Employees on the Company’s crew roster will be

given preference of employment, starting first with Union members in good standing, then followed by duly processed permits, in order of time of service with the Company and the skill requirement of the vacant position(s). If the Company is unable to fill vacancies from its crew roster, positions needed shall be filled from the Union's regular calling roster in accordance with Article Six (a). If the Union is unable to supply requested personnel the Company shall then follow the procedures as per Article Six (b) of the Collective Agreement regarding permits.

- (f) Recall for Foreman, Heads, Assistant Heads and Scenic positions will be at the COMPANY'S discretion.

ARTICLE FIFTEEN: MEALS

- (a) All EMPLOYEES shall receive not less than a one half (1/2) hour, nor greater than a one (1) hour, unpaid meal period, not earlier than the beginning of the fourth (4th) hour and not later than the end of the sixth (6th) hour from the beginning of the initial work period, at the discretion of the Shop Steward, adequate time shall be allowed for EMPLOYEES to get to the place of eating. The meal period shall commence when the last EMPLOYEE has been served.
- (b) Employees who are not able to commence a meal period by the end of the sixth (6th) hour shall be paid double the rate in effect at that time until such time as a meal period is forthcoming. It is agreed the maximum payable under this penalty is three (3) times the employee's regular rate.
- (c) If a second meal period is required, the COMPANY shall have the right to schedule a one (1) hour unpaid meal period or provide a paid thirty (30) minute meal period at the applicable hourly rate of pay and a meal.
- (d) EMPLOYEES shall be provided with coffee and cold water or other non-intoxicating beverages by the COMPANY.
- (e) EMPLOYEES shall receive one (1) fifteen (15) minute coffee break for each four (4) to six (6) hour work block. In the event of a scheduled eleven (11) or twelve (12) hour work day with only one (1) meal break, a third fifteen (15) minute coffee break shall occur.

ARTICLE SIXTEEN: TRAVEL AND ACCOMMODATION

- (a) When EMPLOYEES are required to work at a location outside the boundaries of the City of Calgary they shall be paid travel time if the location is in excess of twenty-five (25) km from the posted city limits sign. Time shall be calculated from that point to site at the posted speed limit. Time travelling to a location shall count as part of the workday. Time spent travelling from location to the twenty-five km point shall be paid the same rate as the last half-hour of work provided no meal penalty is incurred during the travel time. When a meal penalty is incurred during travel time, it shall be paid at the rate in accordance with ARTICLE FIFTEEN.
- (b) A Distant Location is defined as a location where an EMPLOYEE must remain overnight.
- (c) When providing commercial transportation, the COMPANY shall provide first class transportation. Economy class air travel shall be considered adequate for the purpose of this agreement.

For Travel Outside the Calgary Zone:

When Employees are transported in a ground surface vehicle;

- (i) for a driving time of two (2) hours or less - the maximum number of Employees per standard sedan shall be four (4) and per nine (9) passenger vehicle shall be seven (7), including the driver.
For a distance in EXCESS of thirty (30) kilometres, for each bench seat there shall NOT be more than two (2) persons per seat.
- (ii) When the driving distance EXCEEDS two (2) hours, the maximum number of Employees per vehicle, noted above shall be four (4) per standard sedan and six (6) per nine (9) passenger vehicle, including the driver. The driver shall strictly adhere to all traffic regulations, posted speed limits, etc.

Employees required to move from one place of work to another, the COMPANY shall provide legal passenger transport and the time spent shall be considered as time worked. Employees are NOT permitted to ride in the back of open or closed trucks nor ride in the freight areas of other vehicles.

- (d) The COMPANY shall provide single rooms for each EMPLOYEE not of a lesser quality than the accepted standards of the Canadian or American Automobile Association.
- (e) Per Diems will be required for any EMPLOYEE who is needed at a Distant Location. Per Diems shall be paid for all twenty-four (24) hour periods and prorated by thirds for partial periods. Per Diem money will be paid in the equivalent of US dollars outside of Canada and Canadian dollars inside Canada. Per Diem money is payable in advance as follows:

\$120 /day for International travel,
\$90 /day for North American cities over 3 million
\$75 /day for North American cities under 3 million

In the event that the COMPANY requires EMPLOYEE(S) to work in new locations for extended periods, the COMPANY may consult with the UNION to issue a “New Location Memo” regarding Per Diem rates that are calculated using a geographical cost-of-living comparison. Negotiations will occur if the cost of living is higher than the Per Diem above. In instances of EMPLOYEE same day return travel from a Distant Location, the COMPANY may opt to pay reasonable meal expenses,

- (f) Travel time to a distant location shall be paid as follows. If by ground vehicle from the boundary line to location the prevailing rates will be paid if it is part of a workday. If the day is strictly a travel day travel time will be paid at the time from the boundary line to location or four (4) hours at the Employee’s regular rate, whichever is greater. If by airplane the travel time will be calculated as the time of flight plus two (2) hours. Air travel time will be paid at the Employee’s prevailing rate if it is part of a workday. If the day is strictly travel it will be paid at flight time plus two (2) hours or four (4) hours the Employee’s regular rate whichever is greater.

EMPLOYEE(S) shall receive eight (8) hours of pay at their straight-time rate for travel between YYC International Airport and the following destinations:

- **Toronto Metropolitan Area**
- **Montreal**
- **New York Metropolitan Area**
- **Chicago Metropolitan Area**
- **Washington DC**
- **Las Vegas**
- **Houston Metropolitan Area**
- **Dallas Metropolitan Area**
- **Atlanta**
- **Los Angeles Metropolitan Area**
- **San Francisco Metropolitan Area**
- **Orlando Metropolitan Area**

- (g) EMPLOYEES required to take the 6th and/or 7th day of the workweek off while at a Distant Location shall be paid double Per Diem for these days.

ARTICLE SEVENTEEN: CREW CALLS

- (a) Minimum calls shall be four (4) consecutive hours except at a distant location where it will be eight (8) consecutive hours.
- (b) If an EMPLOYEE is not notified of a layoff prior to leaving at the end of a workday, they shall be paid a minimum call of four (4) hours of the EMPLOYEES regular rate.
- (c) There shall be no stand-by calls.

ARTICLE EIGHTEEN: INDIVIDUAL AGREEMENTS

- (a) Nothing in this Agreement shall prevent an EMPLOYEE hired by the COMPANY from negotiating better terms of employment than those found herein.
- (b) The COMPANY shall file with the UNION all Contracts and Deal Memos without undue delay.
- (c) Granting to individuals' better terms and/or conditions than provided in this Agreement shall not in any manner affect the terms and conditions of this Agreement nor shall the granting be considered in any manner as a precedent for granting to other individuals or job, better terms and/or conditions other than those provided herein.

ARTICLE NINETEEN: NO STRIKE, NO LOCKOUT

- (a) During this Agreement, neither the UNION nor individual EMPLOYEES, will engage in any work stoppage, picketing, strike, or any other form of action or interference with the COMPANY'S business except herein agreed to in Article 8 section (f).
- (b) During this Agreement, the COMPANY will not lock out any of the EMPLOYEES covered by this Agreement.

ARTICLE TWENTY: FAVOURED NATIONS

The UNION shall not enter into an agreement with any other commercial scene shop, with terms, conditions, and/or rates more favourable than those contained herein.

ARTICLE TWENTY-ONE: FAMILY LEAVE / PAID TIME OFF

(a) Any EMPLOYEE shall be granted non-compensated time off to:

- (i) provide for an ill spouse, child or parent
- (ii) attend the birth of an Employee's child
- (iii) accommodate for the death of an immediate family member.

For EMPLOYEES with a total of twelve (12) consecutive months employment, including temporary layoffs, as per Article 14 (a), the COMPANY agrees that in the case of the birth or adoption of an EMPLOYEE'S child or the death of a spouse, parent, father-in-law, mother-in-law, child, brother, sister, grandparent, grandchild, former guardian, ward or fiancée, or any other relative who has been residing in the same household (a relative includes a person related by marriage, common-law marriage or adoption), an EMPLOYEE shall be granted up to three (3) consecutive days leave with pay. Where the burial occurs outside the province, such leave shall be five (5) consecutive days: three (3) days with pay and two (2) days leave.

(b) PAID TIME OFF:

All employees are entitled to one day (8 hours, straight time) of paid time off to accommodate short-term illnesses. Eligible time off will be accrued at a rate of eight (8) PTO hours per five hundred (500) hours worked up to a maximum of twenty-four (24) hours of PTO. PTO shall be paid in 8-hour increments at straight-time.

Example #1 – Employee has 24 PTO hours accrued Jan 1 and Dec. 31. They use no PTO hours as of Dec. 31 – all 24 PTO hours are carried into the next year; the employee does not accrue any more PTO hours until they use PTO hours.

Example #2 – Employee has 16 PTO hours accrued, uses 8 PTO hours in November, has 8 remaining. Employee begins accruing PTO hours on their return to work and carries over 8 PTO hours to the next year.

When using a PTO, an employee must not attend work on the day the PTO is requested. If an employee collects PTO on a given day, the employee shall not be considered to have worked that day for the purposes of Article Eleven: General Holidays, of the Collective Agreement.

A PTO is not considered to be income earned by the employee and shall not be paid-out should the employee be laid off or dismissed.

ARTICLE TWENTY-TWO: GRIEVANCE PROCEDURE

- (a) When a dispute arises in the work place between the COMPANY and the UNION or the COMPANY and its EMPLOYEES regarding the interpretation, application operation or contravention or alleged contravention of this Agreement, then two COMPANY Management representatives and two UNION representatives and a shop steward shall immediately attempt to resolve the dispute by arranging to meet within two (2) work days of written receipt by either party. This written receipt shall be sent within thirty (30) days of the incident giving rise to the complaint and shall contain details of the complaint and remedy thereto. Both parties shall attempt to reach an amicable settlement. When it is evident that a settlement is not forthcoming, then mediation may be agreed to by both parties or further procedure by arbitration in accordance with the Alberta Labour Relations Code, Division 22.
- (b) The decision of an Arbitrator shall be final and binding on both parties subject to the provisions of the Alberta Labour Relations Code.
- (c) The Arbitrator shall not be vested with any power to change, add or delete from and/or amend any conditions of this Agreement.
- (d) All costs of Mediation or Arbitration shall be borne by both parties equally.
- (e) The COMPANY agrees that, after the UNION has filed a complaint, COMPANY representatives shall not enter into discussions with the aggrieved UNION Member without consent of the UNION.

ARTICLE TWENTY-THREE: SPECIALISED/HAZARDOUS WORK/HEALTH AND SAFETY

- (a) The COMPANY will undertake all reasonable Health and Safety precautionary measures and adequate notice will be given to the EMPLOYEE affected that such measures have been properly implemented.
- (b) An EMPLOYEE, **in accordance with Occupational Health and Safety** standards, has the right to refuse to carry out any work if, **based** on reasonable and probable grounds, they believe that there exists an imminent danger to their health or safety or the health and safety of another worker present at the worksite. By so doing, the EMPLOYEES will NOT be discriminated against with respect to present and future opportunities and/or assignments with the company.
- (c) The COMPANY will strictly adhere to and conform to all rules, guidelines and/or regulations contained in the City, Provincial and Federal statutes, acts, and regulations.
- (d) The COMPANY will provide appropriate medical/first aid supplies required by law. The company will provide first aid training (standard level) so as to have sufficiently trained personnel as per the first aid regulations of Alberta.
- (e) When an EMPLOYEE is unable to complete a shift because of an incapacitating injury sustained during the normal course of work, the injured EMPLOYEE will be paid for the entire shift of work, in which the injury occurred, at the applicable rate. All time spent in travel to and from the hospital and time spent in the hospital will be time worked. Not less than a minimum of eight (8)

hours at the applicable rate will be paid for each occurrence.

(f) Health and Safety

It is agreed that the workplace shall be a healthful and safe environment. In that context it is the responsibility of the COMPANY to furnish a place of employment, which is healthful and safe for the EMPLOYEES herein: to furnish and use safety devices and safeguards, use practices, means, methods, operations and processes, which are reasonably adequate to protect the workers in the workplace so as to be healthful and safe. Also to do everything reasonably necessary, to protect the life, safety and health of all EMPLOYEES. The COMPANY will make every reasonable effort to not allow any EMPLOYEE in any place of employment, which is not healthful and safe. Neither the COMPANY nor the EMPLOYEES will remove, displace, damage, destroy or carry off any safety device, safeguard, notice of warning, furnished for use in any employment or place of employment. No person shall interfere with the use of any method or process for the protection of any EMPLOYEE, including oneself, in the employment or place of employment of the COMPANY.

(g) As not all regulations can comprehensively cover all situations that occur, the COMPANY and Union will work together to promote prevention of accidents. There shall be a joint health and safety committee, which will include at least one (1) representative from management and not less than two (2) representatives from the Unionised EMPLOYEES. The Health and Safety Co-ordinator shall work with this Committee to ensure that all rules, guidelines, and regulations are being adhered to and do safety inspections of the work site.

(h) **Health and Safety measures, including but not limited to, harassment and impairment/fit for duty will be dealt with in accordance with the company's Harassment Prevention Policy and Impairment in the Workplace Policy. Each EMPLOYEE will be supplied with a copy of the current Policy. The EMPLOYER will consult with the UNION regarding any change to the current policy.**

Fit For Duty

(i) **Employees are expected to report to work Fit for Duty and to remain Fit for Duty throughout their shift.**

Fit for Duty means that a worker is physically, physiologically, and psychologically capable and competent of safely performing their tasks without limitations resulting from, but not limited to, the use or after-effects of drugs, alcohol, and/or medications, the misuse of or failure to take prescribed medications; and/or extreme fatigue, malnutrition, or stress.

An I.A.T.S.E. Local 212 member who fails to report fit for duty may be immediately removed from the shift. The COMPANY will ensure that the member has a safe way to travel home.

(j) **Adequately stocked first aid kits shall be readily available to all crews at all work locations. Additionally, the COMPANY shall stock a supply of menstrual products in the first aid room at the primary shop location.**

(k) The COMPANY shall arrange for, and/or provide, sanitary facilities on all work locations as required by the Alberta Occupational Health and Safety Act.

- (l) It is the responsibility of the COMPANY to ensure proper respiratory protection of the EMPLOYEES. The COMPANY will endeavour to accommodate facial hair concerns of an EMPLOYEE. EMPLOYEES must meet respirator fit and use standards as required in the Occupational Health and Safety Act, Regulations and Code or be replaced.

ARTICLE TWENTY-FOUR: TRAINEE POSITIONS

- (a) The COMPANY may at its discretion hire two (2) Trainees per department. A Trainee shall never displace another Employee.
- (b) All conditions of this Agreement shall apply with the following exceptions:
 - (i) Trainees will be reviewed every thirty (30) days by UNION/COMPANY committee
 - (ii) If successful, the Trainee will be given a one dollar (\$1.00) per hour upgrade.
 - (iii) A Trainee can only be held at the same salary level once without upgrade or termination. Exceptions may be made subject to unanimous agreement amongst the COMPANY, the department head and a UNION representative.
 - (iv) The maximum program duration is two-hundred and forty (240) days.
 - (v) At the point a Trainee reaches the Journeyman's helper category, the training program is deemed to be completed.

ARTICLE TWENTY-FIVE: BECOMING A MEMBER

After the minimum probationary period, as per ARTICLE 2 (b), the COMPANY shall put forward an EMPLOYEE'S name for consideration for union membership. All EMPLOYEES whose names are put forward for membership shall be considered within the standard guidelines for membership as established by the UNION.

ARTICLE TWENTY-SIX: INSIGNIA

- (a) The insignia of the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES & MOVING PICTURE TECHNICIANS, ARTISTS and ALLIED CRAFTS OF THE UNITED STATES ITS TERRITORIES AND CANADA is copyrighted and is the sole property of the ALLIANCE.
- (b) The COMPANY shall display the Insignia, as herewith authorised, unless or until otherwise directed, in a proper and conspicuous place on all COMPANY manufactured items.

ARTICLE TWENTY-SEVEN: TECHNOLOGICAL CHANGES

All disputes arising out of the adjustment to technological change shall be finally and conclusively settled without stoppage of work, in accordance with ARTICLE TWENTY-TWO, herein.

ARTICLE TWENTY-EIGHT: OTHER CONTRACTS

- (a) When the UNION has an agreement with a producer that the COMPANY is also doing work for, the contract between the UNION and that producer shall take precedence except for the provision of Article 28 (c).
- (b) In the event that there is no pre-production or production agreement in place when work is to commence by the COMPANY, the terms and conditions of this Agreement shall remain in force until a production agreement has been made.
- (c) For productions where the payroll and purchasing are being provided for by the COMPANY, ARTICLE SIX of this Agreement shall apply. If the COMPANY is not doing payroll, whatever the current calling procedures for film production is shall apply.

ARTICLE TWENTY-NINE: PROMOTION OF COMPANY

During the negotiation with any Producer, the UNION agrees to put forward the COMPANY'S name as a certified shop able to service their construction requirements.

ARTICLE THIRTY: TRAINING AND PROFESSIONAL DEVELOPMENT

- (a) It is agreed that professional training and development is important to the COMPANY and its EMPLOYEES.
- (b) Realising that those in the best position to recommend topics for training and development courses, seminars and workshops are its EMPLOYEES accordingly the COMPANY agrees to give full consideration to topics suggested by the EMPLOYEES and the UNION.
- (c) The COMPANY shall, from time to time, at its discretion and as schedules permit, arrange training and development courses, seminars and workshops, the costs of which shall be borne by the COMPANY.
- (d) Where possible, and requested by the COMPANY, the UNION shall provide qualified trainers in specific areas who, when mutually agreed upon by the UNION and the COMPANY, shall lead such courses, seminars and workshops or portions thereof, the cost of which shall be shared equally by the COMPANY and the UNION.
- (e) The COMPANY shall reimburse the EMPLOYEE any tuition fees, upon completion of any COMPANY approved training, including apprenticeship programs, that has been responsibly completed.

Remuneration

- (f) The COMPANY agrees that time spent by the EMPLOYEES in training and development courses, seminars and workshops required by the COMPANY, as per Article 30(c) of this Agreement, shall be time paid by the COMPANY at the EMPLOYEE(S) applicable hourly rate plus all benefits.

- (g) EMPLOYEES wishing to access the COMPANY'S equipment for the purpose of unofficial training must apply to the COMPANY'S representative. Access to approved COMPANY equipment shall be at the sole discretion of the COMPANY which shall not be unreasonably withheld.

TRAINING TRUST

The Employer shall contribute to the IATSE Entertainment and Exhibition Industries Training Trust Fund one percent (1%) of the gross bargaining unit payroll, with a maximum contribution of one thousand dollars (\$1,000) The Employer may, should it so choose, make the maximum contribution in an annual lump payment no later than January 31st of the year for which the contribution is attributed; otherwise, contributions are due no later than the fifteenth (15th) of each month for the payroll days of the preceding month. All contributions shall be made payable to the IATSE Training Trust Fund, and sent to 2210 West Olive Avenue, Suite 300, Burbank, CA 91506. 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 the contributions clause as per the above referenced collective bargaining agreement.

ARTICLE THIRTY-ONE: DURATION AND TERMINATION OF AGREEMENT

- (a) This Agreement shall become effective from the **1st day of January 2024** and shall remain in full force and effect until **December 31, 2026**.
- (b) This Agreement shall continue to apply to the parties notwithstanding any termination date in the agreement until a new Agreement is concluded or a strike or lockout commences.
- (c) This Agreement shall remain in full force and effect to **December 31, 2026**, and from year to year, unless either party to this Agreement, has given notice in writing, not less than sixty (60) days and not more than one hundred and twenty (120) days preceding the expiry of the term of the Collective Agreement (**December 31, 2026**). Negotiations must be commenced within ten (10) days after the issuance of said notice.


ARTICLE THIRTY-TWO: INTENT OF AGREEMENT / SIGNATURES

It is the further intent of this Agreement to encourage and promote a friendly spirit of co-operation between the COMPANY and its EMPLOYEES; to this end; this Agreement is signed in good faith by both parties.

Signed for the UNION
I.A.T.S.E. Local 212
#201, 208 57th Avenue S.W.
Calgary, Alberta
T2H 2K8



President – Damian Petti

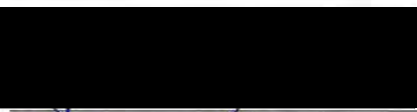


Stage Business Agent – Matthew Gault

F & D SCENE CHANGES LTD
Box 2B, 803 - 24 Ave. SE
Calgary, Alberta
T2G 1P5



Director – Nicole Messner



Director – Finn McConnell

Signed this 22th day of December 2023 in Calgary, Alberta

SCHEDULE A Positions covered under this agreement:

Foreman

Head Carpenter
Assistant Head Carpenter
Scenic Carpenter
Carpenter (Craftsperson)
Carpenter's Helper
Carpenter Trainee

Head Fibreglasser
Assistant Head Fibreglasser
Fibreglasser (Craftsperson)
Fibreglasser Helper
Fibreglasser Labourer

Head Welder
Assistant Head Welder
Scenic Welder
Welder (Certified Journeyman)
Welder's Helper (Including Registered Apprentices)
Welder Trainee

Automation Head
Automation (Craftsperson)
Automation Programmer

Drivers
Level I
Level II

Head Painter
Assistant Head
Standby Painter
Industrial Finishes Technician
Painter (Craftsperson)
Painter's Helper
Painter Trainee

Standby Carpenter
Scenic / Sign Painter

Truck Loaders
Shipper/Receiver
Labourer

Head Electrician
Assistant Head Electrician
Scenic Electrician
Electrician (Certified Journeyman)
Electrician's Helper (Including Registered Apprentices)
Electrician Trainee

Head Sculptor
Sculptors

Head Draft Person
Assistant Head Draft Person
Draft Person (Craftsperson)
Draft Person's Helper
Draft Person Trainee

Head Property Person
Assistant Head Property Person
Scenic Property Person
Property Person (Craftsperson)
Property Person's Helper
Property Person Trainee

Head Rigger
Rigger
Ground Rigger
Rigger Trainee

SCHEDULE B: WAGES

When an emergency arises and an EMPLOYEE is required to work for two (2) hours or more in a classification higher than the classification under which the EMPLOYEE was called to work in, the higher rate will prevail for the entire day. The EMPLOYEE reverts to their regular classification on the following day unless instructed otherwise.

2024 – 4.5%

2025 – 2.8%

2026 – 2.5%

F&D SCENE CHANGES RATE SHEET	Rate	Rate	Rate
December 31, 2023	Increase	Increase	Increase
	4.5%	2.8%	2.5%
Category	2024	2025	2026
Department Foreman (crews of 40 or more)	\$46.16	\$47.45	\$48.64
Foreman	\$42.35	\$43.54	\$44.63
Head Carpenter	\$40.36	\$41.49	\$42.53
Assistant Head Carpenter	\$35.71	\$36.71	\$37.63
Scenic Carpenter	\$35.17	\$36.16	\$37.06
Carpenter (Craftsperson)	\$33.08	\$34.01	\$34.86
Carpenter's Helper	\$30.46	\$31.31	\$32.10
Carpenter Trainee	\$17.64	\$18.13	\$18.59
Head Welder/Metal Fabricator	\$40.36	\$41.49	\$42.53
Assistant Head Welder	\$35.71	\$36.71	\$37.63
Scenic Welder	\$35.17	\$36.16	\$37.06
Welder (Certified Journeyman)	\$33.08	\$34.01	\$34.86
Welder's Helper (Including Registered Apprentices)	\$30.46	\$31.31	\$32.10
Welder Trainee	\$17.64	\$18.13	\$18.59
Head Painter	\$40.36	\$41.49	\$42.53
Assistant Head	\$35.71	\$36.71	\$37.63

IATSE Local 212/F&D Scene Changes - Collective Agreement 2024-2026

Scenic / Sign Painter	\$35.17	\$36.16	\$37.06
Painter (Craftsperson)	\$33.08	\$34.01	\$34.86
Painter's Helper	\$30.46	\$31.31	\$32.10
Industrial Finishes Technician	\$35.17	\$36.16	\$37.06
Painter Trainee	\$17.64	\$18.13	\$18.59
Head Electrician	\$40.36	\$41.49	\$42.53
Assistant Head Electrician	\$35.71	\$36.71	\$37.63
Scenic Electrician	\$35.17	\$36.16	\$37.06
Electrician (Certified Journeyman)	\$33.08	\$34.01	\$34.86
Electrician's Helper (Including Registered Apprentices)	\$30.46	\$31.31	\$32.10
Electrician Trainee	\$17.64	\$18.13	\$18.59
Head Draft Person	\$40.36	\$41.49	\$42.53
Assistant Head Draft Person	\$35.71	\$36.71	\$37.63
Draft Person (Craftsperson)	\$33.08	\$34.01	\$34.86
Draft Person's Helper	\$30.46	\$31.31	\$32.10
Draft Person Trainee	\$17.64	\$18.13	\$18.59
Head Property Person	\$40.36	\$41.49	\$42.53
Assistant Head Property Person	\$35.71	\$36.71	\$37.63
Scenic Property Person	\$35.17	\$36.16	\$37.06
Property Person (Craftsperson)	\$33.08	\$34.01	\$34.86
Property Person's Helper	\$30.46	\$31.31	\$32.10
Property Person Trainee	\$17.64	\$18.13	\$18.59
Head Rigger	\$40.36	\$41.49	\$42.53
Rigger	\$35.71	\$36.71	\$37.63
Ground Rigger	\$33.08	\$34.01	\$34.86
Rigger Trainee	\$17.64	\$18.13	\$18.59
Standby Carpenter	\$33.97	\$34.92	\$35.80
Standby Painter	\$33.97	\$34.92	\$35.80
Truck Loaders	\$28.34	\$29.13	\$29.86
Shipper/Receiver	\$28.34	\$29.13	\$29.86
Labourer	\$27.24	\$28.01	\$28.71

IATSE Local 212/F&D Scene Changes - Collective Agreement 2024-2026

Health and Safety Co-ordinator	\$35.71	\$36.71	\$37.63
Head Fibreglasser	\$40.36	\$41.49	\$42.53
Assistant Head Fibreglasser	\$35.71	\$36.71	\$37.63
Fibreglasser (Craftsperson)	\$33.08	\$34.01	\$34.86
Fibreglasser Helper	\$30.46	\$31.31	\$32.10
Fibreglass Labourer	\$27.24	\$28.01	\$28.71
Head Automation	\$40.36	\$41.49	\$42.53
Automation	\$33.08	\$34.01	\$34.86
Programmer	\$35.17	\$36.16	\$37.06
Driver (Level I)	\$27.91	\$28.69	\$29.41
Driver (Level II)	\$30.47	\$31.33	\$32.11
Head Sculptor	\$40.36	\$41.49	\$42.53
Sculptor	\$33.08	\$34.01	\$34.86
Head-Soft Goods	\$40.36	\$41.49	\$42.53
Assistant Head-Soft Goods	\$35.71	\$36.71	\$37.63
Stitchers	\$33.08	\$34.01	\$34.86
Helpers	\$30.46	\$31.31	\$32.10

SCHEDULE C – ADDITIONAL CONTRIBUTIONS

For Categories of Journeyman / Crafts person and lower
50 weeks of service - .25 per hr. added to rate
100 weeks of service - .45 per hr. added to rate
150 weeks or service - .60 per hr. added to rate
200 weeks of service - .70 per hr. added to rate
250 weeks of service - .75 per hr. added to rate

All Categories:

200 weeks of service - 1% additional pension contribution
300 weeks of service - 2% additional pension contribution
450 weeks of service - 3% additional pension contribution
600 weeks of service - 4% additional pension contribution
750 weeks or service -5% additional pension contribution

For anyone laid off all time still counts toward total accumulated service.

Anyone who quits the time resets to zero if they are taken back.

If employment is severed for any reason for a period exceeding twelve (12) consecutive months

This time resets to zero for employees being re-hired.

Inclusion of all time worked in the shop and site, i.e. when project is “managed” by F&D Scene Changes Ltd.

all time worked on the project is put towards “weeks of service”.

SCHEDULE D - CREW TOOL AND EQUIPMENT REQUIREMENTS

- The COMPANY will supply lock-up facilities for all tools.
- The COMPANY agrees that it shall be their policy to replace or repair EMPLOYEE required tools and equipment broken or damaged in the course of working for the COMPANY and only those tools required by the COMPANY shall be eligible. If so authorized to replace items, EMPLOYEES shall provide receipts to the COMPANY for reimbursement.
- All EMPLOYEES to supply their own hard hat and safety vest.

Carpentry

All Positions:

Tool Pouch/Tool Box/Bag	Cordless Drill, minimum 12 Volt.
Claw Hammer	25 foot Tape Measure
Razor Knife (Olfa or equivalent)	Wood Chisel
Putty Knife	Diagonal (side) Cutters
Crescent Wrench (8 or 10”)	Combination (Box) wrench set
Slip Joint Pliers	Framing Square
Combination Square	Multi-bit Screwdriver
Gloves	Cold Weather Gear
Nail Sets	Pry Bar
Speed Square	

Head, Assistant Head, and Scenic Carpenters:

Block Plane	Ratchet Set (min 7/16, 1/2, 9/16)
Trammel Points	
Bevel Gauge	Allen Keys
Chalk Line	Plumb Bob

Welding:

All Positions:

Helmet	25’ foot Tape Measure
Hammer	Centre Punch
Cold Chisel	1 each, Steel and Aluminum Files
Deburring Tool	Speed and Combination Squares
Angle Finder	Crescent Wrench (10 or 12 inch)
Combination Box Wrench set	Slip Joint Pliers
Allen Wrenches	Multi-bit Screwdriver
Diagonal (Side) Cutters	Magnetic Torpedo Level
Work Gloves	

Painters:

All Positions:

Hammer	Crescent Wrench (8 or 10 inch)
Putty Knives (1, 2, 3, and 4 inch)	Multi-bit Screwdriver
Needle Nose Pliers	Razor Knife (Olfa or equivalent)
16 foot Tape Measure	Diagonal (Side) Cutters
Chalk Line	5 in 1 Tool

Electricians:

All Positions:

#0-#3 Robertson, blade, and Philips Screwdriver	Small (8") and Large (12") Crescent Wrenches
16 foot Tape Measure	Tool Pouch or Tool Box
Needle Nose Pliers	Multimeter (DMM)
Crimping Tool, Insulated and Uninsul.	Terminals Wire Strippers
Water Pump (Channel Lock) Pliers	Linesman Pliers
Hammer	Razor (Olfa) Knife
Hacksaw	Diagonal (Side) Cutters
Cordless Drill	

Automation:

All Positions:

Helmet	25 foot Tape Measure
Centre Punch	Cold Chisel
1 each, Steel and Aluminium Files	Deburring Tool
Frame and Combination Squares	Angle Finder
Crescent Wrench (10 or 12 inch)	Combination (Box) Wrench set
Allen Wrenches	Slip Joint Pliers
Diagonal (Side) Cutter	Cordless Drill/Driver (minimum 12 volt)
Multi-bit Screwdriver #0-#3 Robertson, blade, and Philips Screwdrivers	
Small (8") and Large (12") Crescent Wrenches	Tool Pouch or Tool Box
Needle Nose Pliers	Multimeter (DMM)
Crimping Tool Insulated and Unins. Terminals	Wire Strippers
Water Pump (Channel Lock) Pliers	Hammer
Razor (Olfa) Knife	Diagonal (Side) Cutters

Rigging:

All Positions:

Hammer	25' Tape Measure
Razor (Olfa) Knife	8 or 10 inch Crescent Wrench
7/16, 1/2, 9/16" Combo (Box) or Ratcheting Wrench	Multibit Screwdriver
Multitool	Cordless Drill/Driver (minimum 12 Volt)
Allen Keys	Gloves

Sculpting:

All Positions:

Razor (Olfa) Knife	Low Melt Glue Gun
16' Tape Measure	Wire Brush

12" Ruler
Calculator
Multibit Screwdriver
Wire Cutters
10" Torpedo Level

Gloves
Cordless Drill/Driver (min. 12 Volt)
Slip Joint Pliers
Hammer
Putty Knife

Head, Assistant Head:

Square
Crescent Wrench
Files (half round, round)
Japanese saw

Pneumatic Angle Grinder
Calipers
Small, Medium, and Large Razor (Olfa) Knives

SCHEDULE E JOB DESCRIPTIONS

Under Alberta law, every worker is held personally responsible for working with regard for the health and safety of themselves and others.

GENERAL DESCRIPTIONS

1. Department Foreman

Department Foremen supervise crews of 40 or more Employees and must have knowledge and qualifications at least equivalent to the Head of the Department for the department being supervised. Works under the direction of a Project Manager and is responsible to them. Along with the Project Manager is responsible for ensuring that the crew is working safely in accordance with the Company policies and health and safety guidelines.

2. Heads of Department

All Heads are expected to have an excellent working knowledge of their trade and very good organisational and supervisory skills. The heads are expected to be able to schedule on a timely basis, the crew working in their department. Organisational skills will provide the Head with the ability to keep track of material requirements well in advance of needing them. Communication between departments is also an expectation of this position. The reading of working drawings as they relate to ground plan and section is a responsibility given to the Heads and Assistant Heads. Heads are to take their direction from and are responsible to the Project Manager. Along with the Project Manager is responsible for ensuring that the crew is working safely in accordance with the Company policies and health and safety guidelines.

3. Assistant Heads

Assistant Heads are expected to assist the Head in all of the above areas and also take on certain tasks assigned to them by the Head. For instance material requirements may be something delegated to the Assistant Head. In the case of location work, a Head may give the running of a location to an Assistant Head. All Assistant Heads are expected to be trades people; they are not hired just to supervise. The reading of working drawings as they relate to ground plan and section is a responsibility given to Heads and Assistant Heads.

4. Scenic Positions

When Management deems a Scenic position is required, a Scenic designation may be granted to those people who have demonstrated above average working skills in their field as determined by department Heads and Management. This designation may be rescinded at the discretion of management

5. Journeymen/Craftsperson

Journeymen/Craftspersons are expected to be familiar with all phases of their trade. Journeymen/Craftsperson

must be able to read working drawings. They must also be familiar with the tools of the trade and safety practices in using them. Journeymen/Craftsperson are expected to have fair material and structural knowledge of their chosen trade. Good cutting, layout and assembly skills are essential. It is the shared responsibility of the Journeymen/Craftsperson along with Scenic, Assistant Heads and Heads to ensure that all assistants and labourers are working in a safe and productive manner.

6. Helpers

Helpers are expected to have general shop awareness skills. They should also have basic skills in the department they are working in. Helpers should be proficient in being able to cut material to proper lengths and have some basic assembly skills by means of mechanical fasteners. Helpers will be trained on the overhead cranes and are expected to be able to work safely with this equipment

7. Labourers

Labourers are expected to keep the shop or job site clean and safe. They are expected to be able to lift materials properly without hurting himself or herself or the scenery. Labourers will be trained to safely operate the overhead cranes. The labourers will also be expected to keep washrooms and lunchroom areas clean.

8. Shippers/Receivers

Shippers/Receivers receive and check all incoming shipments. They are responsible for ensuring that the supplies are given to the appropriate Department Heads and that the paperwork is in good order before it reaches the office. Shipper/Receivers also have the knowledge to safely operate the overhead cranes.

9. Truck Loaders

Truck loaders are responsible for the proper loading and unloading of trucks as required.

10. Drivers

Drivers deliver and pick up required stock and equipment. The drivers work under the direction of a Purchaser and/or a Project Manager; and are responsible for working safely in accordance with the Company Policies and health and safety guidelines

11. Health and Safety Coordinator

The Health and Safety Coordinator must be familiar with all safety rules and policies of the Company as well as all pertinent legislation. Must ensure all applicable safety bulletins and rules are posted. Investigates accidents and incidents and prepares appropriate reports. Identifies unsafe conditions and corrects them. Ensures the shops have been inspected and are in compliance with all applicable legislation and policies. Maintains knowledge of all policies and legislation and practices through training as required and instructs staff of such policies. Maintains supply of applicable stock, cleans and performs maintenance on them. Deals with applicable suppliers and removes bad order tools from service for repair.

12. Head Rigger

13. Rigger

Shall be familiar with the load structure of the equipment being used. Shall direct the ground rigger. Shall be responsible for making up of baskets used for chain hoists and motors. Must adhere to the Company Policies and health and safety guidelines. Along with the Department Head is responsible for ensuring that the crew is working safely in accordance with Company Policies and health and safety guidelines.

14. Ground Rigger

Shall be under the direction of the rigger and perform functions as required by the ground rigger.

15. Trainee

Shall not take the place of a regular Employee. There shall be no more than two (2) trainees in a department at one time. Shall be governed by Article 24 of the Collective Agreement.

SPECIFIC DEPARTMENT REQUIREMENTS

CARPENTRY DEPARTMENT

Head Carpenter

The duties of the Head Carpenter shall be to, in a general way, oversee and maintain construction techniques and standards as deemed appropriate by the Coordinator/Foreman, and expedite work to accommodate scheduling. Works under the direction of a Project Manager and is responsible to them. Along with the Project Manager is responsible for ensuring that the crew is working safely in accordance with the Company policies and health and safety guidelines.

Assistant Head Carpenter

Must oversee and maintain construction techniques and standards as deemed appropriate by the Head Carpenter. Must read and interpret blueprint/construction directions. Must perform tasks as assigned by the Head Carpenter. Along with the Head Carpenter is responsible for ensuring that the crew is working safely in accordance with the Company policies and health and safety guidelines.

Scenic Carpenter

The duties of the Scenic Carpenter shall be to construct and manufacture settings or parts of settings including interiors and exteriors in the shop or on location, as assigned by the Construction Co-ordinator or Head Carpenter. The Scenic Carpenter shall be able to perform these tasks without direct supervision. Must read and interpret blueprint/construction directions. Must have skills beyond those of a carpenter (i.e. cabinet making, layout). Must perform tasks as assigned by the Head Carpenter and Assistant Head Carpenter.

Carpenter (Craftsperson)

The carpenter shall construct and manufacture as directed by the Head Carpenter and Assistant Head Carpenter. Must have experience and knowledge in the safe handling of all applicable tools used in the shop or on site.

Carpenters Helper

To shift and/or store all construction material, give assistance in shifting of scenic elements, to keep clear, clean and safe critical paths and general shop space. Also, any tasks as deemed appropriate by the Head Carpenter or Assistant Head Carpenter.

Standby Carpenter

Reports to the lead carpenter but on set is primarily under the direction of the director of photography. Must be familiar with all finishes and processes used to create the set and must be able to work with extreme speed under pressure. Is responsible for all construction requirements of the camera needed in the daily course of filming.

WELDING DEPARTMENT

Head Welder

The duties of the Head Welder shall be to, in a general way, oversee and maintain construction techniques and

standards as deemed appropriate by the Coordinator/Foreman, and expedite work to accommodate scheduling. Works under the direction of a Project Manager and is responsible to them. Along with the Project Manager is responsible for ensuring that the crew is working safely in accordance with the Company policies and health and safety guidelines.

Assistant Head Welder

Must oversee and maintain construction techniques and standards as deemed appropriate by the Head Welder. Must be able to read and interpret blueprints and construction directions. Along with the Department Head is responsible for ensuring that the crew is working safely in accordance with the Company policies and health and safety guidelines.

Scenic Welder

In addition to performing all the duties of a Welder, the Scenic Welder shall be able to perform these tasks without direct supervision. They must have special skills beyond those of a welder (i.e. Auto body, mechanical, sheet metal etc.). They must perform these tasks as assigned by the head welder and Assistant Head Welder.

Welder (Certified Journeyman or Registered Apprentice)

Under general supervision of the Head Welder, they must have experience and knowledge in the safe handling of all applicable tools used in the shop or on site. They must have the ability to read and interpret blueprints, plans and sketches, and to be able to work from rough sketches and samples.

Welder's Helper (Registered Apprentice)

Must be able to fit, clamp and tack weld components, grind polish and clean up welds. Must be able to drill and bolt steel, aluminium, galvanized and stainless metal work. Shall be able to read instructions and cut lists, accept and follow verbal instructions and have some knowledge of blue prints. Must be able to work with material weights up to fifty pounds

PAINT DEPARTMENT

Head Scenic Artist/ Head Painter

The duties of the Head Painter/Head Scenic Artist will include the supervision and organisation of the painting of sets, parts of sets, props, backdrops, cutouts, permanent buildings and stages, including scenic painting mattes, illustrations, signs and graphic cards. The Head Painter/Head Scenic Artist is responsible for the purchasing and procuring of necessary materials and equipment. He or she is responsible for the disbursement of assigned budget and scheduling of the paint department. The Head Painter/Head Scenic Artist delegates work as required for the efficient running of the department. The Head Painter/Head Scenic Artist is responsible to the Production Designer and/or Art Director in the case of film and the Set Designer and Projects Manager in the case of Stage. The Head Painter/Head Scenic Artist must be in direct communication with the Designer. He or she must choose materials and techniques in order to arrive at an appropriate interpretation of the design. The Head Painter/Head Scenic Artist will be able to perform all the functions of the categories listed here with exception of Sign Painter, Stand-by Painter and Industrial Finishes Technician. Works under the direction of a Project Manager and is responsible to them. Along with the Project Manager is responsible for ensuring that the crew is working safely in accordance with the Company policies and health and safety guidelines.

Assistant Scenic Artist/Assistant Head

An Assistant Scenic Artist must be able to perform all of the duties of a Painter and to be able to execute speciality finishes such as wood grain, marble, age, breakdown and other faux finishes, under the direction of the Head Scenic Artist. He or she must have an understanding of the artistic intent of the design as interpreted by the Head Scenic Artist. He or she must be familiar with all scenic techniques including the laying down, preparation and execution of painted backdrops. He or she must be familiar with the established routine procedures as practiced at F&D. Along with the Department Head is responsible for ensuring that the crew is

working safely in accordance with the Company policies and health and safety guidelines.

Scenic Artist

The Scenic Artist must be able to perform all the duties of a Painter and an Assistant Scenic Artist. They must be able to direct and execute any specialty finish in consultation with the Head Scenic Artist. They must be able to complete any project of a pictorial nature on any scale, including backdrops, and cut outs in consultation with the Head Scenic Artist. He or she must be able to prepare paint samples. The Scenic Artist must have facility with sculptural materials and reproduction. The Scenic Artist must be able to apply all of the fire retardant materials approved by the State of California.

Painter (Craftsperson)

The duties of the Painter will be to carry out, without direct supervision and to the satisfaction of the Head Painter/Head Scenic Artist, the preparing of all paint surfaces, spray painting, plastering, faux cement, painting and varnishing of sets, props, permanent buildings, interior and exterior, both in the studio and on location. They must have confident colour matching abilities. They must have general knowledge of ageing and distressing of surfaces and all faux finishes.

Industrial Finishes Technician

The Industrial Finishes Technician must be familiar with all industrial finishing material and spray equipment. He or she must be able to clean and prepare all surfaces. He or she must have a current knowledge of materials and their properties. The Industrial Finishes Technician is responsible for maintaining the spray equipment and ordering materials. He or she is responsible to the Head Painter/Head Scenic Artist and the Project Coordinator. The Industrial Finishes Technician must be able to supervise up to three people. Due to the hazardous nature of many of the materials used, it is the responsibility of the Industrial Finished Technician to ensure that workers from all departments in the immediate vicinity are aware and are properly protected. Along with the Department Head is responsible for ensuring that the crew is working safely in accordance with the Company policies and health and safety guidelines.

Sign Painter

The Sign Painter's duties include the preparation, layout and painting of all signs under the direction of the Head Painter/Head Scenic Artist or Assistant Head Painter/Scenic Artist.

Stand-By Painter

The Stand-by Painter is responsible for all paint touch-ups, changes and repairs required on location during the shooting of a film. He or she must ensure that all materials and equipment necessary for the speedy execution of said tasks are readily at hand. He or she must be familiar with the techniques and materials used by the paint department in the execution of the film sets. The Stand-by Painter takes direction from the Head Painter/Head Scenic Artist and the Production Designer and/or Art Director. While on set, the Stand-by Painter takes direction from the Director of Photography and the First AD. The Stand-by Painter must adhere to the film schedule and be prepared to work overtime if it is deemed necessary. The Stand-by Painter must be familiar with on set protocols.

Painter's Helper

The duties of a helper will be to carry out to the satisfaction of the Painter sanding, filling, sealing, base coating and otherwise preparing the paint surfaces. They must have basic colour matching skills. They should be able to perform simple faux finishes under supervision.

ELECTRICAL DEPARTMENT

Head Electrician

May have journeyman status. Shall be able to demonstrate superior skills and troubleshooting techniques. Responsible for ordering and maintaining supply of required materials. Works under the direction of a Project

Manager and is responsible to them. Along with the Project Manager is responsible for ensuring that the crew is working safely in accordance with the Company policies and health and safety guidelines.

Assistant Head Electrician

May have journeyman status. Be able to do material takeoffs and parts sourcing. Have troubleshooting ability. Along with the Department Head is responsible for ensuring that the crew is working safely in accordance with the Company policies and health and safety guidelines.

Scenic Electrician

May have journeyman status.

Electrician (Certified Journeyman or Registered Apprentice)

May have journeyman status or apprentice status. Shall be able to troubleshoot and do building maintenance.

Electrician Helper (Registered Apprentice)

May be a registered apprentice. May use tools under the direct supervision of a journeyman. Duties will increase as skill level increases. Assist in electrical assembly work.

DRAFTING DEPARTMENT

Head Draft Person

The Head Draft person must be able to perform all of the duties of an Assistant Head Draft Person. In addition, this person shall also be responsible for supervising other Draft Persons and maintaining the computers, plotters and blueprinter. Must be responsible for ordering and maintaining supply of necessary materials. The Head Draft Person is accountable to the Project Managers.

Assistant Head Draft Person

The Assistant Head Draft Person is directly answerable to the Head Draft person. Must be able to perform all of the duties of a Draft Person. Knowledgeable of basic building practices and materials is essential.

Draft Person (Craftsperson)

The Draft Person shall have excellent working knowledge of computers and AutoCAD software. Shall operate other software, including Microsoft word, the Internet and email. Shall operate scanners, printers, zip drives etc. Produces working drawings and operates the blueprint machine.

Draft Person's Helper

Shall prepare working drawings or other technical drawings.

PROPERTY DEPARTMENT

Head Property Person

Is responsible for the method of build and preparation of projects. Conveys designer intentions and prop functions to the builders. Shall do research and development as well as development of special teams. Makes arrangements for materials and schedules build priorities. Coordinates with other departments Works under the direction of the Project Manager and is responsible to them. Along with the Project Manager is responsible for ensuring that the crew is working safely in accordance with the Company policies and health and safety guidelines.

Assistant Head Property Person

In the absence of the Head the Assistant is responsible for supervising building of props. Acts as a resource for crew and gives build instructions. Maintains supplies and acts as a key builder when required. Along with the Department Head is responsible for ensuring that the crew is working safely in accordance with the Company policies and health and safety guidelines.

Scenic Property Person

This position requires special skills as well as being able to supervise and the ability to be a key builder

Property Person (Craftsperson)

This is a prop builder position, being able to work without supervision is imperative.

Property Person Helper

Entry-level builder position requires supervision, assistance and training to complete projects

SCULPTING

Head Sculptor

Sculptor

FIBREGLASS

Head Fibreglasser

Is responsible for the operation, maintenance, trouble-shooting and safety of the fibreglass and spray foam equipment and materials. Understands all chemicals and materials used in fibreglass and spray foam. Responsible for emergency procedure should there be any accident with these chemicals or materials, must have knowledge of proper disposal of chemicals and containers, safety equipment needed for such chemicals, material coverage, and knowledge of how these chemicals interact with each other. Responsible for material requirements as needed by the department heads and head carpenters and interprets working drawings. Works under the direction of a Project Manager and is responsible to them. Along with the Project Manager is responsible for ensuring that the crew is working safely in accordance with the Company policies and health and safety guidelines.

Assistant Head Fibreglasser

Assists the Head Fibreglasser in all aspects as described above. Responsible for related tasks assigned by the Head Fibreglasser. Oversees and maintains fibreglassing techniques and standards. Has responsibility to ensure that any person near the work area is aware of what chemicals are being used, and to keep the fellow workers safe. Along with the Department Head is responsible for ensuring that the crew is working safely in accordance with the Company policies and health and safety guidelines.

Fibreglasser Person (Craftsperson)

Constructs and manufactures as instructed by the Head Fibreglasser. Must safely handle all applicable tools and materials. Ensures that any person near the work area is aware of what chemicals are being used, and to keep the fellow workers safe.

Fibreglasser Helper

Performs related tasks as assigned by the Head Fibreglasser

Fibreglasser Labourer

Takes direction from Head or Assistant Head Fibreglasser, is responsible for the clean up of shop area.

AUTOMATION DEPARTMENT

Automation Head

Responsible for the design and implementation of the construction of pieces requested. Orders and maintains needed parts and supplies. Must understand electrical circuits, pneumatics, hydraulics, welding machining and carpentry and all of the tools related to these areas. Works under the direction of a Project Manager and is responsible to them. Along with the Project Manager is responsible for ensuring that the crew is working safely in accordance with the Company policies and health and safety guidelines.

Automation (Craftsperson)

Must have similar skills to that of the Head. Background in two or more related trades. Must be able to build complex devices from drawings or verbal instruction.

Automation Programmer

Takes direction and instruction on the building of projects, with respect to PLC Programming and adopting software for various applications. Should understand various control formatting i.e.: SMPTE, DMX etc. Works under the direction of an Automation Head and/or a Project Manger and is responsible for ensuring the crew is working safely in accordance with Company policies and health and safety guidelines.

SCHEDULE F - STAGEPAY 212 Inc - Payroll Reference Sheet

Sub Total / Gross Wages

Vacation pay (6%) is combined with wages to determine the subtotal. (Subtotal = Wages + 6%) This number constitutes “gross wages”.

RRSP Benefit Calculation

Employer RRSP Contribution (4.5%) is then applied to gross wages and remitted by Stagepay 212 to the Canadian Entertainment Industry Retirement Plan.

Employment Insurance Calculation**

Employment Insurance is calculated [pursuant to *Employment Insurance Act and Regulations*](#). This calculation is applied to gross wages.

Canada Pension Plan Calculation**

CPP contribution rates are [pursuant to the *Canada Pension Plan Act and Regulations*](#). This calculation is applied to gross wages plus RRSP amount.

Administration Fee

The Stagepay 212 Inc administration fee of 13% is calculated on combined gross wages, RRSP, Employment Insurance and Canada Pension Plan totals. The administration fee includes amounts for contributions to WCB premiums, member Health and Welfare insurance premiums, member education and member payroll and dispatch administration as required.

GST AMOUNT**

5% GST is applied only to the administration fee. **Stagepay 212 Inc (GST # 803783943) will comply with all current and amended CRA legislation and rulings including treatment of payroll, statutory calculations, deductions and remittances as they become known.