

COLLECTIVE AGREEMENT

BETWEEN:

Ed Mirvish Enterprises Limited

(the Employer)

-and-

The International Alliance of Theatrical Stage
Employees and Moving Picture Technicians,
Artists and Allied Crafts of the United States, it's
Territories and Canada Local# 58, Toronto

(the Union)

Effective: June 1, 2021

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ARTICLE 1- PURPOSE

- 1.1 Whereas the general purpose of this Agreement between the Employer and the Union 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 The Employer hereby recognizes the Union as the sole collective bargaining agent for all stage employees of the Employer in the City of Toronto employed to perform any work usually performed by members of the Union under the jurisdiction of the Union, (which jurisdiction shall exclude Wig Makers/Dressers, Wardrobe Attendants and Scenic Artists in respect of wages, hours of work and all other working conditions.

Other Venues

With regard to venues other than those owned by the Employer it is understood that:

- a) Notwithstanding anything else herein contained, when the Employer produces and/or presents a production in a venue covered by a pre-existing Collective Agreement with the Union, such pre-existing Collective Agreement shall take precedence and shall operate as the applicable Collective Agreement for the production in question.
- b) When the Employer produces and/or presents a production in a venue with 950 or more seats the wage rates in this Collective Agreement shall apply.
- c) In the event the Employer produces and/or presents a production in a venue with less than 950 seats, the specified wage rates table will apply with the annual increases applied as per Article 7 and the Schedule A:

Position	Hourly Rate	Performance Rate	Video/Film Rate
Head of Department	\$35.00	\$140.00	\$46.30
Assistant	\$33.75	\$135.00	\$44.70
Special Operator**	\$33.75	\$135.00	\$44.70
All Others	\$32.50	\$130.02	\$44.40

- d) In the event the Employer presents and/or produces a production in a

venue with less than 500 seats, the Employer and the Union will, in good faith and in taking into account the needs and financial realities of the production, negotiate appropriate wage rates. In the event the parties cannot agree, the matter shall be referred to arbitration as per Article 4 and the arbitrators ruling shall bind both parties.

- e) For as long as arrangements acceptable to the Union, continue at the Elgin and Winter Garden theatres those arrangements are deemed to constitute

"pre-existing collective agreements" for the purpose of clause 2(a).

- 2.2 It is agreed that the Employer shall have the right to make such rules and regulations as may be deemed necessary for the conduct and management of the Theatres provided that they are not inconsistent with the terms of this Agreement and the Union further agrees that stage employees subject to this Agreement shall obey all directives given by authorized representatives of the Employer provided that they are not inconsistent with the terms of this Agreement.
- 2.3 In the event that a touring production duly authorized by IATSE has a run in the theatres covered by the collective agreement, the Union and the Employer acknowledge and agree that travelling IATSE stage hand employees so authorized to travel with the touring production in accordance with the IATSE Constitution, Bylaws, rules and regulations shall be permitted to perform stage hand work in the theatres covered by the collective agreement as set out herein:
 - i) If the show is a duly authorized "Yellow Card" show, or the production is in its first or second stop and has made an application for a Yellow Card with the International, then all of the approved travelling IATSE stage hands will be deemed permitted by the Union to perform stage hand work related to the Yellow Card show. Notwithstanding the foregoing, the Union and the Employer acknowledge and agree that travelling IATSE stage hands shall follow departmental jurisdiction under the collective agreement and in no circumstances shall the travelling IATSE stagehands outnumber Union stage hand employees.
 - ii) If a show is not a Yellow Card as contemplated by (i) above and yet the travelling IATSE stage hands are working under an IATSE travelling contract ("Pinks"), then it is agreed that the following rules apply:
 - a) for the first sixteen (16) performances, up to six (6) running crew Pinks will be deemed permitted by the Union to perform stage hand work in connection with the production and for every subsequent running crew Pink the Employer agrees to hire an additional member of the Union to work alongside each running crew Pink;
 - b) If following the first sixteen (16) performances there is a bona fide ongoing need for any of the running crew Pinks (eg. skill, safety, language, knowledge of the show) and it is not reasonable for a stage hand supplied by the Union to assume that role given the bona fide need and duration of the show, then a running crew Pink may continue to work for up to a further sixteen (16)

performances without an additional member of the Union to work alongside that running crew pink. Any dispute over the bona fide need for the continued role of a running crew Pink beyond the first sixteen (16) performances shall be referred to an arbitrator for a final determination.

c) provided the Employer (or a Mirvish named company) is not directly employing the Pinks, it is agreed that for a pre-Broadway production up to seven (7) running crew Pinks will be deemed permitted by the Union to perform stage hand work in connection with the production. For every subsequent running crew Pink the employer agrees to hire an additional member of the Union to work alongside. It is understood that these Pinks are present to prepare the show for launch in Broadway. As a standard it is expected that the performance run will be no longer than eight (8) weeks however if the pre-Broadway performance schedule is extended because of Broadway theatre availability / scheduling or because the show requires reworking or adjustments before loading out to Broadway, it is understood that there may be a bona fide need to permit running crew Pinks without an additional Union member alongside for up to twelve (12) weeks. Any dispute over the bona fide need for an extension beyond eight (8) weeks shall be referred to an arbitrator for final determination.

iii) Provided the Employer (or a Mirvish named company) is not directly employing the Pinks, the Union and the Employer further acknowledge and agree that advance crew Pinks may work so long as such IATSE travelling stagehand Pinks will not outnumber Union stage employees when engaging in any advance stage hand work related to the touring production. In determining "outnumbered" for advance crew (save for Yellow Card shows contemplated in (i)), it is understood that prior to the first preview, The Head Carpenter, Head Electrician and Head of Props will not be counted in the Union member numbers. Advance crew Pinks will conclude by no later than noon following opening night. Notwithstanding this, advance crew Pinks on a pre-Broadway production may continue to perform advance work in connection with the production from time to time after opening night so long as in no circumstances shall the total travelling IATSE stagehands outnumber Union stagehands including Department Heads.

ARTICLE 3 - UNION SECURITY

- 3.1 The Employer agrees to employ only stage employees supplied by the Union.
- 3.2 The Union agrees to supply competent stage employees to perform such work as is required in the Theatres and further agrees to supply the same crew for performances as for rehearsals of a production and that substitutes will only be made in cases of illness or injury.

ARTICLE 4 - ARBITRATION

- 4.1 The Union and the Employer recognize that the grievance procedure is among the most important matters in the successful administration of this Collective Agreement.
- 4.2 Any dispute of difference arising between the Employer and stage employee or official of the Union, shall first be referred in writing to the Director of Production of the Employer and the Representative of the Union for discussions and settlement within ten (10) days of circumstances giving rise to the difference were known or should have been known. If the Employer Representative and the Union Representative are unable to settle the dispute to their mutual satisfaction, then either party may institute arbitration proceeding.
- 4.3 No grievance shall be referred to arbitration unless it was submitted to the appropriate representative within ten (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 thirty (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 Minister of Labour of Ontario to appoint an arbitrator. The arbitrator shall (unless the parties otherwise agree) schedule a hearing within forty five (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-HOURS OF WORK AND MINIMUM CALLS

- 5.1 **REGULAR WORK CALLS:** All regular work calls shall commence not earlier than 8:00 A.M.
- 5.2 **PLAYING WEEK:** For the purposes of this Agreement a week shall be deemed to be a playing bill of not more than (8) performances, not to exceed forty (40) hours.
- 5.3 **PERFORMANCE CALL:** A performance call shall be deemed to be a work period of three and one-half hours (3.5 hours) commencing one-half hour (.5 hour) prior to the time printed on the ticket for all persons other than the House Crew. For the House Crew, a Performance Call shall be deemed to be a work period of four hours (4 hours) commencing one hour (1 hour) prior to the Performance Call time printed on the ticket. For clarity, the computation of time shall be computed from the time of call to the final curtain.

Notwithstanding the foregoing, in the event that a hold to the start time printed on the ticket occurs, no extra time shall be charged provided any such hold does not exceed five (5) minutes

- 5.4 CONTINUITY CALL: A continuity call may extend a Performance Call referred to in Article 5.3 for a maximum of one (1) hour before and/or after the Performance Call. For clarity, the work performed the hour before must relate to the Performance Call and the work performed the hour after must relate either to the Performance Call and/or the clearing of the stage. It is understood that work performed the hour after shall not be for the purpose of pre-setting for any future productions.
- 5.5 REHEARSAL CALL: A rehearsal call shall be considered to be, for all purposes of this Agreement, the same as a performance call as defined in Article 5.3 hereof, when all elements of the performance are in place, in respect of rates of pay and maximum hours of work.
- 5.6 MINIMUM CALL FOR EXTRA CREW TO "TAKE-IN": Minimum call for extra stage employees called only for the "take-in" and "put-on" of a show shall be eight (8) hours.
- 5.7 MINIMUM CALL FOR EXTRA CREW TO "TAKE-OUT": Minimum call for extra stage employees called only for the "take-out" and "put-out" of a show shall be four (4) hours.
- 5.8 Subject to the foregoing, five (5) hours shall constitute the minimum call for a stage employee who is called by the Employer to work during a straight time period and who is not otherwise required to work for the Employer at the Employer's Theatres during the day on which they are called to work.
- 5.9 Four (4) hours shall constitute the minimum call for all work other than that referred to in this Article Five.

ARTICLE 6 - REGULAR WEEKLY EMPLOYEES

- 6.1 The Employer shall employ in each of the Employer's Theatres, four (4) stage employees on a regular weekly basis as the regular crew of the theatre and they shall be a Head Carpenter, a Head Electrician, a Head of Props, and a Head of Flies and whose employment shall be guaranteed a minimum of forty (40) hours pay per week for a minimum twenty-four (24) weeks in each calendar year. The guaranteed minimum twenty-four (24) weeks shall fall between September 1 and June 30 of the following year.
- 6.2 Such regular weekly stage employees shall be paid at the applicable rates referred to in Article Seven hereof.

6.3 The following weekly terms and conditions apply to regular weekly stage employees, that is to say:

- a) Their work week shall not exceed a Playing Week, as defined herein.
- b) No portion of the period from 12:00 o'clock midnight of the day prior to the Day Off to 8:00 o'clock in the morning following the Day Off shall be included in a work week as defined in 6.1 above, unless there is a "Take-Out" following the performance Saturday night, in which event the first four (4) hours of the said "Take-Out" shall be considered as part of the forty (40) hour week. Time in excess of the four (4) hours shall be paid for, in addition to the regular wages at the prevailing overtime rate then in effect.
- c) Any performance in excess of eight (8) shall be paid at the prevailing rate as referred to in Article 7- hereof; midnight and performances on the Day Off shall be paid for at twice the basic performance rate.
- d) Each attraction or production shall be "Put-On" and "Put-Out" as required.
- e) The "Take-Down" and "Put-Out" shall not exceed four (4) hours of the work week and time in excess of such four (4) hours shall be paid for in addition to the regular salary and at the rate(s) in effect at the time(s) the work was done.
- f) The Head Carpenter, Head Electrician and Head of Props shall be employed at all times when the stage is in use for auditions and rehearsals and the occasion of each employment shall be reckoned as one performance for the purpose of this Agreement and in particular, Article 6.1 hereof.
- g) When any two of the Head Carpenter, Head Electrician and Head of Props receive a work call the third shall also receive a work call.
- h) Such duties shall also include the "Putting-On", the working of the performance and the "Taking-Out" of all productions within the respective departments aforementioned. Such Employees shall also be responsible for the maintenance and re-lamping of stage lighting equipment ; the maintenance , repair, removal and replacement of seats; the maintenance of all stage rigging equipment; the set-up and dismantling of all parallels, chairs, tables, lecterns, etc., for the various functions within the Theatres; the set-up and dismantling of the orchestra pit; and such construction and maintenance as may be required throughout the Theatres from time to time, within the scope of their respective departments.
- i) All rates, benefits and conditions of employment set forth in this Agreement shall apply to the regular weekly stage employees, except insofar as they may be inconsistent with the provisions of this Article 6 – hereof.

ARTICLE 7 - WEEKLY SALARIES & HOURLY RATES OF PAY

	June 1, 2021 - May 31, 2022	June 1, 2022 - May 31, 2023	June 1, 2023 - May 31, 2024	June 1, 2024 - May 31, 2025	June 1, 2025 - May 31, 2026
Head of Department Weekly	\$2022.11	\$2072.66			
Assistant Weekly	\$1977.69	\$2027.13			
Performance Rates					
Head of Department	\$203.79	\$208.88			
Assistant	\$195.66	\$200.55			
Special Operators	\$193.98	\$198.83			
All Others	\$184.35	\$188.96			
Hourly Rates					
Head of Department	\$50.55	\$51.81			
Assistant	\$49.43	\$50.66			
Special Operators	\$48.53	\$49.74			
All Others	\$47.84	\$49.03			
Construction Rates					
Head of Department	\$52.75	\$54.07			
All Others	\$48.45	\$49.66			
Film Rates					
Head of Department	\$53.94	\$55.29			
Special Operators	\$52.03	\$53.33			
All Others	\$51.17	\$52.45			
Increases to be determined by formulas listed on Schedule A on Page 28					

- 7.1 The parties hereto agree that the stage employees shall be paid for services performed at salaries and/or rates not less than the amounts set out above and that these monies shall be paid to them Thursday, if by cheque, or Friday, if in cash or direct deposit, of the following week.
- 7.2 For the purpose of pay computation, the regular work week shall extend from 12:01 am Monday and end at 12:00 midnight the following Sunday.
- 7.3 **VACATION PAY:** The Employer agrees to pay and remit monthly to the "IATSE Local 58 Vacation Pay Trust" for the credit to the account of each stage employee supplied by the Union an amount equal to Ten (10%) per cent of all monies earned by the said stage employee under the provisions of this Agreement.
- 7.4 **Online Training Courses.** If the Employee is required to take on-line training courses outside of normal work hours, the Employee shall be paid a minimum of three (3) hours based on their job classification. The Employer shall give sufficient notice to Employees to allow for attendance at training courses.

ARTICLE 8 - WORKING CONDITIONS

- 8.1 The term "Day Off" within this Article 8 refers to the designated Day Off as defined in Article 9.1 of this Agreement.
- 8.2 Time worked between 8:00A.M. and 5:00P.M. for days other than the Day Off, or for performances, shall be paid at straight time.
- 8.3 Time worked between 5:00P.M. and 12:00 midnight other than the Day Off, or for performances, shall be paid at one and one-half times the straight time rate.
- 8.4 Time worked between 12:01 A.M. and 8:00A.M. other than on the Day Off, or for performances, shall be paid at twice the straight time rate except that take-outs performed during this period shall be paid at one and one-half times the straight time rate for the first four hours of the take-out.
- 8.5 Time worked on the Day Off and the Day Off take-outs in excess of the minimum four (4) hours call shall be paid at twice the straight time rate.
- 8.6 Time worked during a take-in which commences on the Day Off shall be paid at twice the straight time rate for all work done in relation to the take-in until 5:00P.M. on the day following the Day Off.
- 8.7 A stage employee whose work call falls within the meaning of Article 5.6 shall be paid at their rate or rates applicable from time to time during such eight (8) hour work period.
- 8.8 A stage employee whose work call falls within the meaning of Article 5.7 shall be paid for four (4) hours work at their applicable straight time rate, except that any portion of the four (4) hours which falls in an overtime period shall be paid forat his or her overtime rate then prevailing.
- 8.9 A stage employee whose work call falls within the meaning of Article 5.8 shall be paid an amount equal to their hourly rate prevailing from time to time during the period they work and in no event shall be paid for less than five (5) hours at their straight time hourly rate.
- 8.10 Twice the straight time rate remains in force, for hours worked, until a stage employee is given a nine (9) hour break, unless after a break of less than nine (9) hours the stage employee is called back to work when the prevailing rate is twice the straight time rate or greater, in which case the stage employee shall be paid at the prevailing rate continuously through the short break period.
- 8.11 Twice the straight time rate for construction shall be paid for construction work performed on the Day Off and two and one-half (2 ½) times the straight time rate shall be paid for such work performed during the Statutory Holidays defined in Article 9.6 hereof.

- 8.12 For all work done, other than regular performances on each and every Statutory Holiday as herein defined, two and one-half (2 ½) times the straight time hourly rate shall be paid. Additional performances or rehearsals on these days shall also be paid for at two and one-half (2 ½) times the straight time performance rate.
- 8.13 Regular performances on Statutory Holidays as herein defined shall be paid two and one-half (2 ½) times the straight time performance rate.
- 8.14 Any performance in excess of two (2) in any one day shall be paid at twice the rate otherwise prevailing on such day but, in no event, shall any performance in excess of two (2) be paid at more than three times the straight time rate.
- 8.15 Notwithstanding anything herein before contained, all work done on Christmas Day shall be paid at three (3) times the straight time hourly or performance rate, as the case may be.
- 8.16 The hourly rate then prevailing shall apply for all work done in excess of the time limited in respect of the minimum calls defined in ARTICLE 5- hereof.
- 8.17 If the Employer requires employees who are supplied by the Union to perform work in costume "related to the production", then that individual shall be paid an additional fee equal to one (1) hour's pay at the Basic Hourly Rate for each performance so worked in said costume. This fee is part of the stage employee's gross wages and is not subject to any premium.

ARTICLE 9-DAY OFF AND STATUTORY HOLIDAYS

9.1 DAY OFF DEFINITION

- a) Subject to the provisions of sub-paragraph (b), Sunday shall be the day off for the purposes of this agreement.
- b) The Employer may designate Monday (but no other day) in lieu of Sunday as the Day Off for all purposes of this agreement upon giving to the Union not fewer than thirty (30) days' notice in writing of the new day off.
- c) The Day Off is deemed to commence at 12:01 a.m. and to terminate at 11:59 PM of the same day. All work commencing on the Day Off shall be paid at the applicable rate until a nine (9) or ten (10) hour break has been given in accordance with article 10.4.

9.2 For Performances where the anticipated run will be longer than twelve (12) weeks:

- a) Once management changes the Day Off, the designated Day Off shall remain the same day for at least four (4) weeks after which a further change to the designated Day Off may occur.

- b) Sub-paragraph (a) shall not apply during the weeks between December 15 and January 15 of each year. Any change during this period shall be determined in consultation with the regular weekly employees of the Theatre. Notice of any change during this time period shall be given in writing to the Union at least thirty (30) days in advance of this time period.
- 9.3 When unusual circumstances arise with regard to the day off, the parties agree that they will meet and will take reasonable measures to accommodate the situation.
- 9.4 Notwithstanding anything hereinbefore, the Employer and the Union may, at any time and from time to time during the term of this agreement, each request a change in the Day Off and, in the event of such request, the parties shall meet within a reasonable time and attempt to reach agreement with respect to such request and any agreement resulting shall be reduced to writing and signed by each of the parties.
- 9.5 **WORK ON SUNDAY:** At times when Sunday is not the designated Day Off all work performed on Sunday will be paid at twice the straight time rate, provided that the following work shall be paid at the straight time rate:
- a) One (1) Matinee performance and any extensions to the show call.
 - b) Emergency morning work or rehearsal call between 8:00A.M. and the matinee performance call. Emergency rehearsal and maintenance calls shall only be allowed when the Employer did not have adequate prior knowledge of the emergency in order to schedule a regular rehearsal or maintenance call and that such emergency call is necessitated by the inability to otherwise have the matinee performance.
- 9.6 **STATUTORY HOLIDAYS :** The following holidays shall be deemed to be Statutory Holidays for the purposes of the Agreement:
- | | | |
|----------------|---------------|------------------|
| New Year's Day | Canada Day | Thanksgiving Day |
| Good Friday | Civic Holiday | Christmas Day |
| Victoria Day | Labour Day | Boxing Day |
| Family Day | | |
- a) When the designated day off is Sunday and where a public holiday is declared or celebrated on a day other than the day on which named holiday falls as, for example (but without limitation) where Christmas Day falls on a Sunday and a public holiday is declared or celebrated on the following Monday, then such public holiday shall be deemed to be a Statutory Holiday for the purpose of this agreement.
 - b) When the designated day off is Monday and where a public holiday falls on a Sunday, then such public holiday shall be deemed to be a Statutory Holiday for the purpose of this agreement.

- c) Where a Public Holiday falls on the designated day off, employees shall be paid twice (2 X's) the hourly rate, or the performance rate, whichever is applicable for all work they are required to perform on the day immediately following the designated day off.
- 9.7 The Statutory Holiday shall be deemed to commence at 12:01 A.M. on the day of the Statutory Holiday and terminate at 11:59 PM of the same day. All work commencing on the Statutory Holiday shall be paid at the applicable Statutory Holiday rate until a nine (9) or ten (10) hour break has been given in accordance with article 10.4.
- 9.8 STATUTORY HOLIDAY PAY MINIMUMS: The House Crew not scheduled to work on a statutory holiday covered by the Collective Agreement shall be entitled to statutory holiday pay calculated in the following manner – the greater of (i) eight hours (8 hours) pay at the straight time rate or (ii) the Employment Standards Act, 2000 statutory holiday pay formula calculation. It is understood that Article 9.8 does not apply during lay-off periods.
- 9.9 STATUTORY HOLIDAY PAY MINIMUMS: The House Crew working on a statutory holiday covered by the Collective agreement shall be entitled to statutory holiday pay calculated in the following manner: the greater of (i) two and one-half times (2.5) the straight time rate for all hours worked on the statutory holiday or (ii) one and one-half (1.5) times the straight time rate for all hours worked on the statutory holiday plus the greater of the Employment Standards Act, 2000 statutory holiday pay formula calculation or eight hours (8 hours) at the straight time rate.

ARTICLE 10- MEALBREAKS

- 10.1 Payment at the applicable rate shall be made for meal periods of less than one hour in duration.
- 10.2 Any stage employee who works a regular work call as herein defined shall receive a meal break of one hour's duration commencing at 12:00 noon, unless such work call in fact terminates not later than 1:00 P.M. of the same day, in which case no meal break need be given. In the case of a Yellow Card Production or a Production originating under this contract, the Employer shall be permitted to stagger the lunch break of the audio crew.
- 10.3 Subject to the foregoing, no stage employee shall be required to work more than five (5) hours without a meal break of one (1) hour's duration.
- 10.4 Except in the case of extreme emergency, a break of a minimum of ten (10) hours shall be given to the stage employees after the conclusion of a day's work, with the exception of performance or dress rehearsal calls, and before work is resumed the next day. Between performance or dress rehearsal calls and the work call on the next day, the minimum time off shall not be less than nine (9) hours. Notwithstanding the forgoing, during the last ten (10) days of rehearsal prior to the

first public performance, there may be a total of four (4) days where the ten (10) hour rest period may be reduced to nine (9) hours.

- 10.5 All stage employees shall be supplied with food and beverage at the Employer's expense when performances are played with less than one hour between the end of one performance and the call to set up the next one.
- 10.6 All stage employees shall be supplied with food and beverage at the Employer's expense during meal breaks between the hours of midnight and 8:00A.M.
- 10.7 Should a meal break of less than one (1) hour occur, stage Employees shall be supplied with food and beverage at the Employers expense and the Employer will allow one-half (1/2) hour to eat. Meal breaks of less than one (1) hour duration will only occur in consultation with the Union shop steward. The food supplied should be adequate as agreed upon by the Union shop steward or the Business Agent and the Employer representative at the Theatre and the same type of food shall not be supplied at two (2) consecutive meal breaks.

ARTICLE 11 -WORKERS COMPENSATION

- 11.1 The Employer agrees to place all stage employees supplied under protection of the *Workplace Safety and Insurance Act*, or some similar insurance coverage with benefits at least equal to those provided by the said Act.
- 11.2 In the event that the Employer's Theatres are rented or leased to any third party by whom any stage employee supplied by the Union is then employed in the premises of the Theatre or any portion thereof, the Employer shall first satisfy the Business Agent of the Union that every such stage employee will have the protection of the *Workplace Safety and Insurance Act*, or some similar insurance coverage with benefits at least equal to those provided by the said Act and no stage employee shall be obliged to work for any such tenant or lessee unless and until the Business Agent is so satisfied.

ARTICLE 12 - COMPUTATION OF TIME

- 12.1 Time shall be computed to the next whole hour for pay purposes.

ARTICLE 13 - SAME STAGE CREW

- 13.1 The Union shall supply the same stage crew for the performances as worked the rehearsal or the first performance and shall continue to supply the same crew until the last performance of the show, provided that substitution may be made for reasons of sickness or injury. This provision shall apply to Heads of Departments, Flyperson, Special Operators and others filling key positions.

- 13.2 The parties acknowledge that the Employer may hire additional employees ("swing crew") to facilitate replacements during long running shows, twelve (12) weeks or longer. Members of the swing crew shall be trained on at least one track in each department so that they can replace crew during short term absences in any department (including replacing crew who are transferred to cover other short term absences).

ARTICLE 14 - PORTABLE ELECTRIC SWITCHBOARD

- 14.1 When a portable switchboard is used, an operator shall be employed and paid at the rates specified in this Agreement.

ARTICLE 15 - LOADERS

- 15.1 The Employer agrees to use Loaders supplied by the Union for the purpose of loading or unloading any stage materials, properties, chairs, seats, stands, racks or musical instruments onto or out of any truck or other vehicle or moving same to or from the Theatre premises or any other premises used in connection with any production.
- 15.2 Stage Employees called for the purpose of working as Loaders shall be used only for that purpose and shall be called for in addition to any other work crew called.
- 15.3 The number of Loaders called shall be the subject of agreement between the Employer and the Union, failing which the minimum number shall be four (4).
- 15.4 The stage employees so called shall be paid a minimum call of four (4) hours at the prevailing hourly rate.
- 15.5 Pushers shall be allowed to be called during load-ins and load-outs of yellow card shows and they shall not be subject to departmentalization. These pushers shall be paid at the crew rate as defined in Article 7 of this collective agreement.

ARTICLE 16- RECORDING AND BROADCAST

16.1 Commercial Recording & Broadcast.

- (a) When the Theatre is used for recording or broadcast (audio and/or visual) by any means now known or hereafter devised, all regular and additional equipment required which is normally within the competence of the Union shall be handled and operated by employees supplied by the Union at the rates and under the terms and conditions established under this Agreement.
- (b) If a stage performance is recorded in whole or in part in any manner described in 16.1a), above, a fee shall be paid to each stage employee called on crew for the particular performance of fifty percent (50%) of all monies earned by each stage

employee during that performance call including hours attached to that performance call, except that for lectures, symposia, education events and audience talk-back events, said fee shall be thirty percent (30%) of all monies earned by each stage employee during that performance call. Any work performed by additional stage employees to set up and/or strike recording equipment shall be paid at the hourly film rate.

(c) **Photographs**

- i. Still photographers using the Theatre shall be required to use stage employees as supplied by the Union for purposes of moving and setting up scenery, properties, furniture, drapes and/or lighting equipment which may be required in addition to existing equipment. Stage employees called for such work shall be remunerated at the prevailing hourly work rates with a minimum call of five (5) hours.
- ii. Still photographers as well as film or television companies requiring the use of the stage before or after a stage performance for purposes of posed shots or specifically staged excerpts shall retain three (3) Heads of Departments as well as any additional stage employees that may be required in each department for the working of scenery, properties, drapes, lights, etc. If the use of the stage shall not be required, then only the Head of the Department necessary for the servicing of that photo call shall be retained. All such work shall be performed at the prevailing hourly work rates with a minimum call as per clause 5.9 of the Agreement.

16.2 Publicity and Promotion and Archival Recordings. Notwithstanding the provisions of Clause 16.1, above;

- a) **Promotional Footage.** Mirvish Productions, its Lessees and members of the media shall have the right to take photographs, videotape/film/record audio and/or video footage, using any technology now known or hereafter devised, for publicity, promotion, advertising or news purposes (“Promotional Footage”), without additional cost, provided that all camera operators shall be members of the Union except for cameras provided and operated by news agencies or the Mirvish Productions Videographer, and further provided that the use of personal mobile devices by non-Union members to capture social media content shall be permitted hereunder. Should the Mirvish Videographer require any additional equipment or cabling, a member supplied by the Union shall assist. The following terms and conditions shall apply to the capture and use of Promotional Footage:

- i. Promotional Footage may be captured when the crew is on call for another purpose (e.g. rehearsal, pre-set, continuity call, work call, performance) without any additional compensation.
- ii. Should a separate call be scheduled to capture Promotional Footage:
 - a) For Promotional Footage captured on stage, the minimum crew required shall be the three (3) Heads of Departments as well as any additional

- stage employees that may be required, which shall be determined by Employer in consultation with the Heads of Departments.
- b) For Promotional Footage captured in the theatre without the use of the stage, the minimum crew shall consist of the Head Electrician.
 - c) The connection of electrical or audio feeds shall be performed by members of the Union.
 - d) The minimum call required under this Paragraph 16.2 shall be five (5) hours.
- iii. The Union shall be given a minimum of twenty four (24) hours' notice of any Promotional Footage capture whenever reasonably possible.
 - iv. No more than ten (10) minutes of combined rehearsal and/or performance footage may be used in any one promotional outlet; the edited footage contained in the allowable ten (10) minutes may be changed at the discretion of the Employer and need not be the same footage across promotional outlets (i.e., a different ten (10) minutes may be used on a production's website than used in a social media post)
 - v. Stage employees shall not be required to appear in Promotional Footage, nor will they be photographed, recorded or videotaped without their prior consent. Should a stage employee be inadvertently photographed, recorded or videotaped as a recognizable image, the written consent of the stage employee shall be required before the image may be used. Notwithstanding the foregoing, in the event a stage employee would be in view of an audience member while performing their duties, then their likeness may be captured without written permission, subject to the provisions of this Article 16.
 - vi. B-Roll: Theatre may arrange for "b-roll" Promotional Footage to be captured using multiple operated cameras, provided that such cameras are operated by IATSE personnel. If Mirvish Productions chooses to select a camera operator from an IATSE Local other than Local 58, such operators' names must be submitted to the Local or the Steward in advance, and shall be paid as per the terms and conditions of this collective agreement.
 - vii. In the event any footage captured hereunder is used, in whole or in part, for commercial purposes, then the applicable stage employees shall be paid an additional amount in accordance with Article 16.1 above.
- (b) **Archival/Safety Recordings:**
- i. Archival Recordings: Mirvish Productions and its Lessees may make an Archival recording without additional compensation to stage employees. An Archival recording is a recording whose sole purpose is to document a production or event for archival or reference purposes. An Archival recording may be video and/or audio in nature. Archival recordings may be captured by multiple fixed unoperated cameras and/or multiple operated cameras, provided all fixed cameras are installed by and all operated cameras are operated by

members of the Union.

- ii. Safety: If it is deemed necessary for the safety of stage employees and performers, the Employer may make more than one Safety recording provided that the recordings are stored on a password protected drive and not distributed for general viewing. Safety recordings may be captured by multiple fixed, unoperated cameras, provided all such cameras are installed by members of the Union.
- iii. In the event any footage captured hereunder is used, in whole or in part, for commercial purposes, then the applicable stage employees shall be paid an additional amount in accordance with Article 16.1 above.
- iv. The Union shall receive twenty-four (24) hours' notice of any Archival or Safety recordings. Failure to provide such notice shall not be considered a breach of this Agreement, but shall trigger additional payments in accordance with Article 16.1 above. For safety recordings, a blanket notice may be provided for the entire production, twenty-four (24) hours' in advance of the first Safety recording.

16.3 The Union agrees that photographers and camera personnel taking photographs for the purposes of promoting the artwork, architecture and/or interior design of the Theatres shall be allowed to photograph without restrictions or additional costs, provided that no additional equipment or the services of any additional stage employees are required for this purpose.

ARTICLE 17-GENERAL

- 17.1 No employee shall be discharged or disciplined other than for just cause. The Employer may refuse to employ or may demand replacement for any stage employee in an intoxicated condition.
- 17.2 Subject to Article 17.1, when the Employer decides to terminate the service of a stage employee who is employed on a weekly salary, it will give such stage employee not less than the minimum notice required by the Employment Standards Act, R.S.O. 1990, Chapt. E. 14, as amended, or the equivalent salary in lieu thereof. Such notice is not required for any employees who are discharged with just cause.
- 17.3 NOTICE OF TERMINATION : The Union agrees that stage employees who are employed on a weekly salary shall give the Employer two weeks' notice should they desire to leave the employment of the Employer, except in cases where the stage employee has not been paid their salary when it is due, in which case no notice shall be necessary.
- 17.4 UNION'S OBLIGATION: The Union is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United

States and Canada and the Employer shall therefore not require the Union to do any act or omit to do any act or accept any obligation which is inconsistent with the duties and obligations which are imposed upon the Union or its members by the Constitution and By-Laws of the International providing that the foregoing shall in no event be construed or applied so as to contravene any applicable Provincial or Federal Law.

- 17.5 BUSINESS AGENT: The Business Agent of the Union, or Union representative, is to be admitted to the Royal Alexandra Theatre and to the Princess of Wales Theatre at all reasonable times, in order to properly supervise and inspect the working conditions of the stage employees.
- 17.6 SPOTTING OF LINES: The Employer shall not require that any spotting of lines be done during the take-in of a production, while work is under way beneath the grid.
- 17.7 SOUND MIXER: The Union agrees that the designate for the position of sound mixer for a performance shall require the mutual agreement of the Union and the Employer.
- 17.8 TRAVELING ROAD SHOWS: When a production, produced by Mirvish Productions originates at the Royal Alexandra Theatre or the Princess of Wales Theatre and is required to tour, the Employer, although it is under no obligation to employ stage employees supplied by the Union, will give to the Union first consideration to supply stage employees for Traveling Road Positions. Rates will be subject to negotiation and not to the rates laid out in this Agreement.
- 17.9 NO DISCRIMINATION: No discrimination, interference, restrictions or coercion shall be exercised or practiced by the Employer or the Union with respect to any employees in regard to any matter to do with terms and conditions of employment by reason of race, creed, colour, sex, marital status, nationality, ancestry, place of origin, political or religious affiliations, sexual orientation, citizenship, age, record of offences, family status, handicap, language (unless a bona fide occupational requirement of a position) nor by reason of membership or non-membership or activity or lack of activity in the Union. The above terms are as defined in the *Ontario Human Rights Code*, where so specified.
- 17.10 The Employer and Union agree to maintain a workplace that is free from harassment which is defined as including any verbal comments, physical gestures or visible conduct which suggests a racial, ethnic or other type of behaviour which, in the employee's opinion, fails to respect their dignity and impairs their ability to perform their job.
- 17.11 The Employer and the Union agree to comply with the procedure set out in a discrimination and harassment policy prepared by the Employer.

17.12 CONTRACTING OUT:

- a) Any work covered by this Collective Agreement shall be contracted or subcontracted (directly or indirectly or in any manner whatsoever) only to other entities who agree to be bound by this Collective Agreement or who are bound to an applicable collective agreement with the Union or are otherwise acceptable to the Union except for sets, scenarios, properties and other effects which may be supplied in accordance with Article 24 of the Collective Agreement.
- b) The Employer shall not rent, lease, license or otherwise allow any of the Theatres or other premises covered by this Agreement to be used so that work covered by the Collective Agreement is performed in those Theatres or other premises unless such work is performed by an entity that agrees to be bound by this Collective Agreement or is bound to an applicable collective agreement with the Union or is otherwise acceptable to the Union.
- c) This article relates only to work within the jurisdiction of the Union and does not relate to work previously agreed to by the Union and the Employer as being outside the scope of this Collective Agreement.

ARTICLE 18 - LEAVES OF ABSENCE

18.1 SICK LEAVE

- a) MINOR, NON-HOSPITALIZED ILLNESS;
- b) For employees employed under Article 6.1 Sick Leave credits will be allowed to be accumulated at a rate of eight (8) hours for each month for continuous service (including annual vacation) over a two (2) year period. For the purpose of this clause the maximum paid sick leave after two (2) years of service is six (6) weeks.
- c) HOSPITALIZED OR MAJOR ILLNESS;
- d) For employees employed under Article 6.1 Sick Leave credits will be allowed to be accumulated at a rate of eight (8) hours for each month of continuous service (including annual vacation) over a five (5) year period. For the purpose of this clause the maximum paid sick leave after five (5) years of service is fifteen (15) weeks. In case of dispute, the definition of major illness is to be decided upon by a physician mutually agreed upon by both parties.
- e) Sick Leave may be taken only in the case of illness and may be applied only to the forty (40) hours worked during the Basic Hourly rate period Monday through Saturday.
- f) If illness extends for more than any one three (3) day period, then a

Doctor's certificate must be presented.

18.2 JURY DUTY

- a) An individual who is employed under Article 6.1 and is required to serve as a juror shall receive an amount from the Employer equal to the difference between the weekly minimum salary and any remuneration received from the Crown for jury duty.
- b) An individual who is employed under Article 6.1 and is subpoenaed as a witness, in a Court Proceeding, shall receive an amount from the Employer equal to the difference between the weekly minimum salary and any remuneration received as a witness fee.

18.3 BEREAVEMENT

- a) An individual who is employed under Article 6.1 shall be allowed to be absent from work with normal pay from the date of bereavement through until the day after burial of a member of their immediate family.
- b) Members of the immediate family shall be defined as spouse or partner, father, mother, son, daughter, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
- c) Should the individual be unable to attend the funeral of their immediate family member because of the distance to be traveled, such employee shall be granted three (3) days of absence with normal pay for the purpose of mourning the death.

18.4 UNION OFFICE

An individual who is employed under Article 6.1 who has been elected or appointed to an office of the Union, shall be entitled to leave of absence without pay for the period which they are elected or appointed to hold office. Where a stage employee ceases to hold such office they shall be entitled to return to their former position. Such stage employee will not be subject to discipline by the Employer under this agreement for activities related to their duties on behalf of the Union, during the period of such leave.

18.5 NON-REGULAR WEEKLY EMPLOYEES BENEFITS

- a) Employees, who are not regular weekly employees as defined in Article 6.1, shall be eligible to receive the benefits set forth in this Article 18.5 after working for the Employer for twenty-four (24) consecutive weeks. Such employees shall continue to be eligible to receive these benefits provided their employment is not interrupted for more than four (4) weeks. Employees whose employment is interrupted for more than four (4) weeks but less than

twenty-four (24) weeks shall again be eligible to receive these benefits after working for the Employer for another twelve (12) consecutive weeks. Employees whose employment is interrupted for more than twenty-four (24) weeks, must work twenty-four (24) consecutive weeks in order to again be eligible to receive these benefits.

- b) For those employees who are eligible as provided in Article 18.5(a), the Employer shall provide:

i Bereavement Leave: Three (3) days paid at eight (8) regular hours per day in the event of the death of a member of the immediate family as defined in Article 18.3(b).

ii Jury Duty and/or Sick Leave: Eight (8) hours of regular pay per day to a maximum of forty (40) hours in the event the employee is absent from work because the employee is too ill to work or is called for jury duty. Once eligible, employees shall accumulate hours towards this jury duty or sick leave entitlement at the rate of eight (8) hours per month to the maximum entitlement of forty (40) hours. If an illness extends beyond three (3) consecutive working days, the Employer shall require a doctor's certificate before paying the sick leave.

- c) Qualified employees shall have up to sixty (60) working days to claim any of the benefits set forth in Article 18.5

ARTICLE 19 - CREDITS

- 19.1 The Employer shall give credits in the program to each Head of Department and Assistant. Such credits shall clearly designate them as full-time employees of the Theatre where they are employed.

ARTICLE 20 -CHURCH SERVICE

- 20.1 When the Employer's Theatres are operated on a Sunday for a Church Service, then the three (3) Heads of Departments shall be employed for the said service.
- 20.2 Three (3) hours shall constitute the minimum call for the Church Service.
- 20.3 The stage employees shall be paid the amount specified in Article 7 for working the Church Service.

ARTICLE 21 - MARQUEE SERVICE

- 21.1 When the Electrician is called upon to change or alter the electric sign containing the name of the Theatres or attraction playing, they shall be paid at the hourly rate prevailing at the time the work is done.

- 21.2 Four (4) hours shall constitute the minimum call for the Electrician to service the Marquee.

ARTICLE 22 - CONCERT ATTRACTION

- 22.1 When a Concert Attraction utilizing only the drapes, lighting equipment and properties already provided by the House for this purpose, plays an engagement at the Employer's Theatres, the minimum four (4) hour call shall prevail for all stage employees required to "Set-Up" the show and the minimum crew for this work shall be the House Crew of four stage employees.
- 22.2 The House Crew of four stage employees shall be retained to work the performance and any such additional stage employees as may be required by the production.
- 22.3 In the event that the Attraction plays entirely in front of the House Curtain, the three Heads of Department shall constitute the minimum House Crew required to work the performance.
- 22.4 The minimum crew required for "Taking-Down" a Concert Attraction shall be the House Crew of four stage employees.
- 22.5 "Taking-Down" following the performance by those stage employees who worked it, shall be done on an hourly basis at the prevailing hourly rate.
- 22.6 Extra stage employees called in for the "Take-Down" shall be paid a minimum call of four (4) Hours at the prevailing hourly rate.

ARTICLE 23 - CONSTRUCTION AND MAINTENANCE

- 23.1 All construction , alteration, installation and maintenance of stage equipment including scenery, drapes, picture sheets and electrical apparatus and including as well the loading and unloading of trucks carrying any such stage equipment shall be performed by stage employees supplied by the Union and shall be governed by the rates of remuneration as set out herein. The maintenance of all Auditorium, Dressing Room and Rehearsal Hall lighting and maintenance of the Auditorium seating shall also be performed by stage employees supplied by the Union.

ARTICLE 24 - I.A.T.S.E. CREST

- 24.1 It is agreed that all sets used by the Employer along with sceneries, properties and other effects as shall be used in the various productions and attractions playing at either Theatre, shall be constructed by stage employees supplied by a stage hands Local of the International Alliance of Theatrical Stage Employees

and Moving Picture Machine Operators of the United States and Canada (I.A.T.S.E.) and shall bear the I.A.T.S.E. crest or label. Provided Union members perform any repair, modification and/or additions to the existing set that may be required for the Toronto run (if any), the Union shall only be entitled to damages of \$2,500 per violation of Article 24.1.

ARTICLE 25 - ORCHESTRA STANDS

- 25.1 All work pertaining to setting of orchestra stands and chairs for rehearsals shall be done exclusively by stage employees supplied by the Union.

ARTICLE 26 - REHEARSAL HALL

- 26.1 When any part of the Employers theatres being used for purposes which normally fall within the jurisdiction of the Union and work is required which is within the competence of the Union, then the work shall be performed by stage employees supplied by the Union.

ARTICLE 27 - BENEFITS

- 27.1 The Employer agrees to participate in the Retirement Savings Plan of the Union known as the "Retirement Savings Plan of Local 58, I.A.T.S.E.", for the term of this Agreement.
- 27.2 The Employer shall deduct from those stage employees participating in the Retirement Savings Plan an amount equal to five percent (5%) of each stage employee's gross earnings for Retirement Savings purposes.
- 27.3 The Employer shall contribute to those stage employees participating in the Retirement Savings Plan an amount equal to seven percent (7%) of each stage employee's gross earnings for Retirement Savings purposes.
- 27.4 These deductions, together with the contributions, shall be remitted monthly by cheque payable to the "Retirement Savings Fund of Local 58, I.A.T.S.E." and sent to the Trustee of those funds as designated by the Union.
- 27.5 The remittance shall be accompanied by a statement in duplicate showing the names of all those stage employees for whom deductions and contributions have been made and the respective amounts in each case.
- 27.6 The statement accompanying the remittance shall be Form 4 as supplied by the Union.
- 27.7 All government pension plans shall be paid by the Employer in addition to the Retirement Savings Plan of the Union.

- 27.8 The Employer shall contribute a further amount equal to seven percent (7%) of the gross earnings of each stage employee supplied by the Union to the Employer for the purposes of Health and Welfare for members of the Union. This contribution shall be remitted monthly by cheque, payable to the "IATSE Local 58 Health and Welfare Benefit Trust" and sent to the Trustee as designated by the Union.
- 27.9 The Employer shall contribute a further amount equal to one half percent (0.5%) of the gross earnings of each stage employee supplied by the Union to the Employer for the purposes of a Charitable Benefits Fund maintained by the Union. This contribution shall be remitted monthly by cheque, payable to the Charitable Benefit Fund of Local 58, I.A.T.S.E. and sent to the Trustee as designated by the Union.
- 27.10 The Employer shall contribute a further amount equal to one percent (1%) of the gross earnings of each stage employee supplied by the Union to the Employer for the purposes of a Dental Plan maintained by the Union. This contribution shall be remitted monthly by cheque, payable to the Dental Plan Fund of Local 58, I.A.T.S.E. and sent to the Trustee as designated by the Union.
- 27.11 The Employer shall contribute a further amount equal to one half percent (0.5%) of the gross earnings of each stage employee supplied by the Union to the Employer for the purposes of an Education Fund maintained by the Union. This contribution shall be remitted monthly by cheque, payable to the Education Fund of Local 58, I.A.T.S.E. and sent to the Trustee as designated by the Union.
- 27.12 The Employer shall contribute a further amount equal to one half percent (0.5%) of the gross earnings of each stage employee supplied by the Union to the Employer for the purposes of an Industry Promotion Fund maintained by the Union. This contribution shall be remitted monthly by cheque, payable to the Industry Promotion Fund of Local 58, I.A.T.S.E. and sent to the Trustee as designated by the Union.
- 27.13 The Employer shall provide a free parking space for each of the House Crew or their replacements for those times when they are employed at the Royal Alexandra Theatre or the Princess of Wales Theatre.
- 27.14 **Union Dues Collection** Mirvish Productions shall deduct from each member of the Union, Union dues in the amount as notified by the Union from time to time. Furthermore, Mirvish Productions agrees to deduct Permit Fees for non-members working under this collective agreement in the amount as notified by the Union from time to time. Mirvish Productions shall remit such deductions to the Union monthly.

ARTICLE 28 - STRIKE AND LOCK-OUT

- 28.1 The Union shall not cause, nor permit any stage employee to cause any strike or picketing at the Employer's Theatres during the term of this Agreement, nor shall the Employer cause, engage or permit a lock-out at either such Theatre during the term of this Agreement.

ARTICLE 29 - INDIVIDUAL AGREEMENT

- 29.1 The Employer agrees that this Agreement shall be deemed to be made with each stage employee so as to permit each stage employee to sue for their wage if necessary.

ARTICLE 30 - WASH-UP FACILITIES, LOCKERS, ETC.

- 30.1 The Employer shall provide and maintain in a clean and sanitary condition in each Theatre, suitable wash-up and toilet facilities for all backstage crew.
- 30.2 The Employer shall provide suitable facilities in the backstage area of each Theatre for use by the stage employees in storing their personal belongings and tools.
- 30.3 The Employer shall provide suitable lunch room facilities within or reasonable close to the backstage area of each Theatre and maintain the same in a clean and sanitary condition.
- 30.4 The Employer shall provide in each Theatre either a drinking fountain or fresh water in jugs and drinking cups during all hours of work.

ARTICLE 31 - EFFECTIVE DATE AND DURATION

- 31.1 The Collective Agreement shall be effective from June 1, 2021 until May 31, 2026.

ARTICLE 32 - NOTICE OF RE-NEGOTIATION

- 32.1 In the event that prior to the expiration date of this Agreement either party desires to negotiate a new Agreement, notice in writing by registered mail shall be given to the other party not fewer than thirty (30) days and not more than ninety (90) days prior to the expiry date of this Agreement. If such notice is given by either party and no new Agreement is reached, all the provisions of this Agreement shall continue to be observed by both parties until ninety (90) days after the expiry date of this Agreement, or until seven (7) days after the report of the Conciliation Board is received by the Minister of Labour.

ARTICLE 33 - RE-NEGOTIATION PROCEDURE

- 33.1 Upon receipt of notice from either party of a desire to negotiate a new Agreement, as provided in Article 32.1 above, a meeting shall be held within twenty (20) days for the purpose of negotiations, and further meeting shall be held as frequently as possible until settlement is reached, or until either party makes application for conciliation.

ARTICLE 34 - AUTOMATIC RENEWAL

- 34.1 If neither party gives notice of a desire to negotiate a new Agreement, this Agreement shall be automatically renewed for a further period of one year, and from year to year thereafter.

Schedule A

1. The percentage increase for Year Three (June 1, 2023 to May 31, 2024) shall be allocated as follows:
 - a) The 2023 increase shall be calculated on the basis of a Cost of Living Allowance (COLA) increase to all Rates of Pay referred to in Article 7 of the Collective Agreement (after the rate increases for 2022), calculated using the CPI all items rate for Toronto averaged May 2022 to May 2023. This increase shall be no less than 1.5% and shall be no greater than 3%
2. The percentage increase for Year Four (June 1, 2024 to May 31, 2025) shall be allocated as follows:
 - a) The 2024 increase shall be calculated on the basis of a Cost of Living Allowance (COLA) increase to all Rates of Pay referred to in Article 7 of the Collective Agreement (after the rate increases for 2023 have been applied pursuant to paragraph 1(a) above), calculated using the CPI all items rate for Toronto averaged May 2023 to May 2024. This increase shall be no less than 1.5% and no greater than 3%.
3. The percentage increase for Year Five (June 1, 2025 to May 31, 2026) shall be allocated as follows:
 - a) The 2025 increase shall be calculated on the basis of a Cost of Living Allowance (COLA) increase to all Rates of Pay referred to in Article 7 of the Collective Agreement (after the rate increases for 2024 have been applied) calculated using the CPI all items rate for Toronto averaged May 2024 to May 2025. This increase shall be no less than 1.75% and no greater than 3.25%.

Schedule B


Letter of Understanding Regarding Closures

In the event that any theatres covered by this Collective Agreement are closed as theatre venues during the life of this Collective Agreement, the Employer shall provide the House Crew with termination and severance pay calculated in accordance with the *Employment Standards Act, 2000*. It is understood that termination and severance pay shall be calculated on the basis of a forty (40) hour work week at straight time rates. It is understood that benefit contributions required by Article 27 of the Collective Agreement shall be included and payable to the House Crew in the calculation of termination and severance pay entitlement.


IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 8th day of MARCH at the City of Toronto, in the Province of Ontario.

MIRVISH PRODUCTIONS

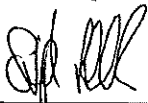
THE INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES, MOVING
PICTURE TECHNICIANS, ARTISTS AND ALLIED
CRAFTS OF THE UNITED STATES, ITS TERR
ITORIES AND CANADA, LOCAL #58



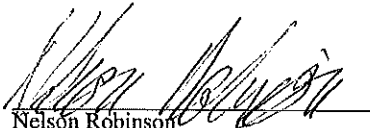
Mark Lavaway
Director of Labour Relations &
Business Development



Justin Antheunis
Union President



Stephen Rebbeck
Director of Production



Nelson Robinson
Business Agent

