

Ed Mirvish Theatre & CAA Theatre June 1, 2019– May 31, 2024

COLLECTIVE AGREEMENT

-between-

ED MIRVISH ENTERPRISES LTD
(hereinafter referred to as the “Employer”)

-and-

**THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND
ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND
CANADA, Local No. 822, Theatrical Wardrobe, Makeup Artists & Hair
Stylists**
(hereinafter referred to as the “Union”)

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.
- (c) Satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

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DEFINITIONS

ESA: Employment Standards Act, 2000 and any amendments to the *ACT*

Grace Period: The grace period shall be allowed for unseen delay to the performance but shall not include any delay by performers in returning costumes and wigs to Attendants

Inadvertent Lapse: A onetime unplanned or chance occurrence

Overtime Pay: For the purposes of this agreement “overtime” shall refer to all time paid in excess of straight time hourly/ performance rates as defined in **Article 8** herein.

Premium Pay: For the purposes of this agreement “Premium Pay” shall refer only to the hours paid for Statutory Holidays as defined in **Article 8** herein

Seniority: The word seniority as used in this agreement shall pertain to employees' length of employment on a particular production they were so employed beginning with their first day

Working Days: As it pertains to the Grievance and Arbitration clauses, working days shall be Monday through Friday and exclude Saturday, Sunday and any Statutory holiday

**Article 1
RECOGNITION**

- 1.1 Recognition.** The Employer hereby recognizes the Union as the sole collective bargaining agent for all wardrobe, makeup and hair employees employed by Ed Mirvish Enterprises Limited in the City of Toronto, subject to any prior existing agreement with this Employer, save and except Production Managers and persons above that rank and those employees already covered by a collective agreement, in respect of wages, hours of work and all other working conditions.
- 1.2 Jurisdiction.** The jurisdiction of the Union under this agreement extends only to the jurisdiction expressly stated in this Article and no jurisdiction that is not expressly stated in this Article shall be inferred. The Union recognizes that the employees of Seamless Costumes are not included within the jurisdiction of this collective agreement.
- 1.3 Jurisdictional Extension.** The Employer has the right to request employees to work in areas where the Union has no jurisdiction, but the exercise of this right by the Employer will not extend the Union's jurisdiction to those areas.

**Article 2
UNION SECURITY**

- 2.1 Employment / Good Standing.** The Employer agrees to employ only wardrobe, makeup and hair employees who are in good standing, supplied by the Union.
- 2.2 Competency / Substitutions.** The Union agrees to supply competent personnel to perform such work as required by the Employer and further agrees to supply the same personnel for performances as for rehearsals and maintenance of a production and substitution shall only be made in cases of illness, injury or vacation. The Union is responsible for the training of any substitutions initiated by the Union.
- 2.3 Traveling Shows.** When the Employer produces a traveling road show it will give first consideration to wardrobe and hair employees supplied by the Union.
- 2.4 Contracting Out.** No work function normally carried out within the terms of this Agreement under the Union's jurisdiction shall be contracted out of its jurisdiction. The Employer shall not employ, contract and or sub-contract with any entity or use agents or employees of third party labour companies, promoters or independently contracted workers to perform bargaining unit work covered by this agreement unless the Union is unable to provide employees as described in **Article 5.5 Unable to Supply**.
- 2.5 Just Cause.** No Employee will be disciplined or dismissed without just cause and any employee shall have the right to have the Steward or Union representative present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action.
- 2.6 Union Obligations.** The Union is a member of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada. It is understood that the Employer will not require the Union or its members to do any act or omit to do any act or accept any obligations which are inconsistent with the duties and obligations which are imposed on the Union or its members in breach of any provision of the Constitution and By-Laws of the International provided that the foregoing shall in no event be construed or applied so as to contravene any applicable Provincial or Federal Law. The Union acknowledges that no clause within this agreement is in violation of the Constitution and By-Laws.

2.7 Bulletin Board. The Employer agrees to provide a bulletin board to the Union in places of employment where the membership of the Union shall have open, easy and equal access for the posting of notices and other materials of interest to its members.

2.8 Subleases. Union personnel shall be used by the Employer or third parties who have sublet, leased or borrowed the premises, on all occasions where performers require assistance with costumes (other than what is normally described as street clothes) and / or hair/wigs. It will not be necessary to employ Union personnel for the sole provision of towels to performers.

For purposes of this Article costume(s) shall mean the clothing worn by the performers in the course of a performance to define a character. These costumes shall not include clothing owned by a performer worn during a performance (and not changed); or clothing worn by an orchestra member, soloist, musical ensemble, group or choir member; or the clothing worn on stage by persons where the Employers' premises are being used for purposes other than a theatrical production.

2.9 Union Representative. The Business Agent or Union Representative shall be admitted to the Theatre at all reasonable times when members under the Union's jurisdiction are working, in order to properly inspect working conditions of the employees and to observe that the conditions of this agreement are being complied with, providing that such privilege will not interfere with the Employer's operations. Except with the Employers consent, at no time shall meetings be held with the employees during work hours.

2.10 Dues Check Off. The Employer agrees upon written request of the Union to deduct all Union initiation fees, dues and / or assessments on behalf of all employees under the jurisdiction of the Union. Such monies shall be deducted weekly and remitted monthly by cheque payable to the "operating Account of Local 822, I.A.T.S.E." and sent to the Trustee of these funds as designated by the Union, accompanied by a list in duplicate of the employees for and on behalf of whom such deductions have been made. Any fees, dues and/or assessments deducted shall be remitted not later than the fifteenth (15th) day of the following month in which the person earned the wage in respect to such deductions. The Union agrees to hold the Employer harmless with respect to any Union authorised payroll deduction.

Article 3 MANAGEMENT RIGHTS

3.1 Subject only to those specific limitations expressly contained in this agreement, all rights and prerogatives of Management are retained by the Employer and are exclusive within the powers of the Employer and its Management. Without limiting the generality of the foregoing, the rights of the Employer shall include, but not be limited to:

(a) The right: to maintain order, discipline and efficiency; to make, alter and enforce rules and regulations, policies and practices, to be observed by the employees; to discipline or terminate the employees for just cause in accordance with the terms of this agreement;

(b) The right: to hire and direct the employees; to transfer, assign, lay off, recall and schedule the employees; to plan and direct its operations; to operate and manage the undertaking in all respects in order to satisfy its commitments and objectives;

- (c) The right to discharge or discipline employees, provided that a claim by an employee who has seniority standing, that the employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as herein provided.
- (d) The right; to determine the extent of its operations and their commencement, expansion, curtailment or discontinuance; to determine the direction of the working forces, the work to be done, the standards of performance, the schedules of work, the methods, processes and means of performing work, job content and requirements and the qualifications of the employees; to perform or contract for goods and services; to use new, improved or different methods or equipment; the number of hours to be worked, starting and quitting times, and the methods and procedures to be used to ensure security of the property of the Employer, and generally to manage the undertaking and its business without interference;

Which rights are solely and exclusively the rights of the Employer unless specifically limited by this agreement.

3.2 Dismissal. The Employer may refuse to employ and may demand replacement for any employee reporting for duty in an intoxicated condition or bringing in illegal substances and intoxicants into the theatre or who is otherwise incompetent to perform their duties.

3.3 Rules and Regulations. 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 Employer, provided that they are not inconsistent with the terms of this agreement, and the Union further agrees that its members shall obey all directives given by authorized representatives of the Employer provided that they are not inconsistent with the terms of this agreement.

Article 4 GRIEVANCE AND ARBITRATION

4.1 Synopsis. The Union and the Employer recognize that the grievance procedure is among the most important matters in the successful administration of this Agreement. A grievance shall be any dispute or difference arising out of the alleged violation, application, administration or interpretation of the provisions of this Agreement and any arbitrary, discriminatory, bad faith or unreasonable treatment of any parties to this agreement.

4.2 Joint Consultation. To facilitate discussions on matters of mutual interest, the parties to this Agreement shall establish a Joint Consultation Committee. Representation at such meetings will be limited to three (3) representatives of the Employer, of which one (1) may be at the request of the Union, and three (3) representatives of the Union, of which one (1) may be at the request of the Employer.

Meetings will be held at the request of the Union or of the Employer.

Consultation may take place for the purpose of providing information, discussing the application of policy or airing problems to promote understanding, but it is expressly understood that no commitment may be made by either party on any subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.

- 4.3 Grievance.** An employee wishing to file a complaint must do so, in writing, to their Steward or Union representative and immediate supervisor within five (5) working days from the time the circumstances upon which the complaint is based were known or should have been known. A decision on the complaint will be made within five (5) working days of such complaint.

Should the decision be unsatisfactory to the grievor they shall bring the concern to the attention of the Production Manager or designate.

The Manager shall convene a meeting within five (5) working days to discuss the matter. The decision shall be provided within five (5) working days of such meeting.

Failing settlement either party shall bring the concern to the attention of the Business Agent, President of the Union or designate and to the attention of the Employer's senior representative, whichever the case may be, within five (5) working days of the decision of the Manager, or from the time of a suspension or dismissal. The parties shall communicate within a reasonable period of time, which will not exceed fifteen (15) calendar days, to resolve the grievance. Should there be no settlement satisfactory to the parties the matter shall be referred to arbitration.

- 4.4 Arbitration.** For the purpose of this section, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive days exclusive of Saturdays, Sundays and Statutory Holidays.

The party desiring to submit to arbitration shall deliver notice in writing of its intention within five (5) days after the completion of the grievance procedure. This notice shall include the Article(s) and Clause(s) of the agreement that have been allegedly violated or misinterpreted and will stipulate the nature of the relief or remedy sought.

Should the parties be unable to agree on a single Arbitrator within five (5) days, either party may request the Minister of Labour to appoint. The Arbitrator shall schedule a hearing as soon as possible, wherever possible within sixty (60) days of appointment.

The Arbitrator shall not have jurisdiction to alter, amend, add to or subtract from this Agreement. They shall, however, have the authority to alter or amend a disciplinary penalty. The decision of the Arbitrator shall be final and binding on both parties. The cost and expenses of the Arbitrator shall be borne equally on the parties.

- 4.5 Extension of Time Limits.** The time limits fixed in this grievance and arbitration article may be extended by written consent of both parties to this agreement.

Article 5 STAFFING

- 5.1 Minimum Staff.** When required a minimum crew for performances shall be one Head of Department.

- 5.2 Selection.** Subject to **Article 2.1 Good Standing**, for new or open jobs the Employer has the right to select Department Head(s) and Assistant(s).

The following conditions shall apply for selection on "Long Running" (longer than eight (8) weeks), "Short Running" (eight (8) weeks or less) and Touring ("Yellow Card") shows:

Long Running – the Employer shall select the 1st person in, in each category (wardrobe, hair/makeup), as Head of Department, 2nd person in as Assistant.

If a show requires more than one (1) Assistant in a category, the Union shall refer those additional Assistants with the Employers right to refusal. When additional Assistants are hired at no time shall selected positions outnumber Union referrals in wardrobe and hair/makeup departments combined.

Short Running – the Employer shall select the 1st person in, in each category (wardrobe, hair/makeup) as Head of Department. The 2nd person in will be the Assistant, selected by the Union, with the Employers' right to refusal.

If a show's needs are for only one (1) person (in each category, or alternatively only wardrobe) than those positions shall be selected and paid at the Head rate.

Tours – the Employer shall select the 1st person in, as Head Wardrobe, and if the Yellow Card provides, 1st person in, as Head Hair/Makeup.

In addition to the above, all crew shall be referred positions as per Local 822 hiring hall practices.

Moreover, should any of the above instances necessitate the Head or Assistant to have time off, the Employer shall have the right to select the replacement for the Head of Department, the Assistant however, shall be selected by the Union with the Employer's right to refusal.

5.3 Limitations.

- (a) At no time shall Employer selections outnumber Union referrals with the exception of minimum staffing above.
- (b) Nor shall the Employer designate employees as Assistant(s) for the sole purpose of avoiding the Union's formal referral procedure.

5.4 Department Needs. The Employer and the Union agree to consult in good faith regarding the needs of the department(s) as to the number of employees required to perform the duties in a safe and reasonable manner.

5.5 Unable to Supply. In the event that the Union is not able to supply employees, the Employer may hire from outside the Union. Those employees will become members of the Union or will be provided with a valid work permit, to be determined by the Union. Those employees will be subject to and employed under all the rates, terms and conditions set out in this agreement.

Article 6 HOURS OF WORK

6.1 Performance Call. Performances shall be deemed to be a working period of three and one-half (3 ½) hours, commencing one-half (1/2) hour prior to the start of the performance and ending at the time of the final curtain. All time worked over and above the said working period shall be paid for at the applicable rate as hereinafter set forth. A grace period of five (5) minutes shall be allowed before extra time is charged. When a performance is completed prior to or by the three and one-quarter (3 ¼) hour mark, a maximum period of fifteen (15) minutes will be allowed without charge, for the purpose of hanging costumes and collecting laundry, wig/makeup collecting, sorting and cleaning. For the purposes of this **Article 6.1**, other than a yellow card show, the first sixteen (16) previews shall not be considered a performance and will be paid at the applicable hourly rate.

B-Call. A B-Call Performance shall be a working period of up to four (4) hours for makeup and hair stylists. It shall commence one (1) hour prior to the start of the performance and continue until the final curtain. All time worked over and above this period shall be paid at the applicable hourly rate as herein set forth. A grace period of five (5) minutes shall be allowed before extra time is charged. When a performance is completed prior to or by the three and three-quarter (3 $\frac{3}{4}$) hour mark, a maximum period of fifteen (15) minutes will be allowed without charge, for the purpose of collecting, sorting and cleaning of makeup and wigs.

6.2 Minimum Call. Minimum time for calls other than performances shall be four (4) hours.

Exceptions:

- (a) A one (1) hour call is permitted either immediately before or immediately after the performance, as defined in **Article 6.1**, for those employees already working the performance, and in some instances both with the permission of the employee, subject to the provisions of **Article 10 Meal Breaks**.
- (b) In the case of an employee called to do a take-in, without the privilege of working the show, the minimum call is eight (8) hours.

6.3 Designated Day Off.

- (a) Subject to 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 twenty-one (21) days' notice in writing of the new day off.
- (c) There shall not be more than one (1) change per four (4) consecutive week period, during any production.

6.4 Pack Out. All members working a performance must do the pack-out if it takes place on closing night. The pack-out rate allows for packing to be done from the time of call to one-half (1/2) hour after the final curtain. The pack-out rate is an additional, one-time payment not subject to overtime or premiums. Any hours in addition to this will be subject to the applicable rate.

**Article 7
TERMS**

7.1 Payment. The parties hereto agree that employees shall be paid for services performed at salaries and/or rates not less than the amounts set out in the Schedule A (attached), and that these monies shall be paid to the employees Thursday, by cheque, or Friday, in cash, or direct deposit of the following week.

7.2 Pay Computation. 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 Playing Week. The parties agree that the regular playing week shall consist of eight (8) performances scheduled between Monday through to Sunday.

7.4 Statutory Deductions. All wages are in Canadian currency and shall be subject to the applicable statutory deductions including income tax, E.I., and C.P.P.

7.5 Payroll Services. In the event that the Employer uses a payroll company or other outside

person(s), or entity (herein collectively referred to as the "payroll service") to handle or facilitate the payment of wages or other benefits to or on behalf of an employee or employees covered by this agreement, the Employer agrees and acknowledges that it is and remains the Employer of such employee(s) for the purpose of all the provisions of this agreement, and that the Employer remains liable and responsible for compliance with such provisions.

- 7.6 **T2200.** The Employer agrees, when requested, to review and sign a Declaration of Conditions of Employment (T2200) for income tax purposes.

Article 8 RATES OF PAY

- 8.1 **Straight Time.** Time worked between 8:00 a.m. and Midnight on any day, shall be paid at straight time, except as otherwise specified in this agreement.
- 8.2 **After Midnight.** All work including performances between midnight and 8:00 a.m. shall be at two times (2x) the straight time rate.
- 8.3 **Day Off.** Time worked on the day off (defined in **Article 6.3** herein) shall be paid at two times (2x) the straight time rate whatever the nature of the work.
- 8.4 **Excess Performances.** Any performances in excess of two (2) in any one day shall be paid at one and one half (1 1/2x) times 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 (3x) the straight time rate.
- 8.5 **Overtime.** When an employee is paid hourly for all work performed in a week, all straight time hours in excess of forty four (44) in one (1) week or anytime in excess of eight (8) hours in one (1) day shall be paid at time and one-half (1 ½).

Anytime worked by an employee in excess of two (2) performances, or one (1) performances and one (1) other four (4) hour call, in one (1) day, shall be paid at time and one-half (1 ½) the applicable straight time rate.

When an employee is paid salary for all work performed in a week, all straight time hours in excess of forty four (44) in one (1) week shall be paid at time and one-half (1 ½).

Performances shall be used first when calculating overtime.

- 8.6 **Overtime over twelve (12) hours.** Any time worked over twelve (12) hours in a day shall be paid at two times (2x) the straight time rate.
- 8.7 **Seventh (7th) day.** Any employee required to work more than six (6) consecutive days shall be paid two times (2x) the straight time rate for all work performed on the seventh (7th) day.
- 8.8 **Performance Call Extensions.** All extensions to the performance call shall be paid at the applicable hourly rate as set forth herein.
- 8.9 **Statutory Holidays.** The Employer agrees to pay two and one half times (2 ½ x) the straight time hourly rate for all work on the following Statutory Holidays:

| | | | |
|---------------|---------------|-------------|------------------|
| New Years Day | Family Day | Good Friday | Victoria Day |
| Canada Day | Civic Holiday | Labour Day | Thanksgiving Day |
| Christmas Day | Boxing 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 the 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 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 two times (2x) the straight time 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.

8.10 Christmas Day. Notwithstanding anything herein contained, all work done on Christmas Day shall be paid at three times (3x) the straight time hourly or performance rate, as the case may be.

8.11 There shall be no duplicating or pyramiding of overtime or premium compensation unless otherwise provided for in this agreement.

8.12 When recording time worked, hours, excluding Performances, shall be rounded up to the next whole hour for pay purposes.

8.13 Employees agree to work overtime when required by the Employer.

8.14 Costume Fee. If the Employer requires an employee, who is supplied by the Union, to perform all or any portion of their work "during the performance, preview, and rehearsal", in costume, then that employee will receive a one (1) hour flat fee payment of thirty (\$30.00) dollars for each show. This fee is part of the employee's gross wages and is not subject to benefits or any premium calculations. For the purposes of this article, a costume(s) shall mean specific articles of clothing supplied and required to be worn by an employee in the course of the performance, preview and rehearsal, to blend into a scene. These costumes shall not include traditional blacks or "ninja" clothing.

8.15 Kit Fee. A fee of \$100 will be paid to any member who is asked to supply an extended kit for use during an event. An event that happens over multiple days may cause a single kit fee payment, provided that the materials used on the first day are still available and useful. In the event it is not, discussions will be held with the Business Agent, as per any additional fee required

Article 9 SALARIED EMPLOYEES

9.1 Salaried. For productions running longer than eight (8) weeks the weekly salary for Department Head(s) and Assistant(s) shall be as per Schedule A for all scheduled work performed between thirty six (36) and forty-four (44) hours per week.

9.2 Reductions. For the purposes for computing pay for the reduction of, or addition to, the weekly salary, the employee's regular weekly salary shall be divided by forty four (44) to find an hourly basis for any such reduction or any additional compensation as referred to in **Article 8**.

9.3 Four (4) Days or More. Four (4) Days or more shall constitute the minimum week for which a salary shall apply.

9.4 Substitutions. All substitutions shall be paid at the salaried rates as set out in Schedule A.

9.5 Bereavement. To be provided with three (3) days paid bereavement leave in the event of the death of an immediate family member - spouse, (step) children, (step) parents, siblings and parental in-laws.

9.6 Sick Days. During each contract year employees shall earn one (1) sick day for every sixty (60) days worked up to a maximum of five (5) days earned per year. Employees may bank up to five (5) sick days per year for use in the following year but can use no more than five (5) sick days per year. There shall be no payout of unused sick leave. A doctor's note may be required by the Employer for absences over 3 days.

9.7 Wardrobe Salaried Employees. Notwithstanding language contained here and before in this agreement, the Performance Call for a salaried employee shall be a period of four (4) hours, beginning one (1) hour prior to the start of the performance.

Article 10 BREAKS

10.1 Meal Breaks. A meal break of one (1) hour shall be given after five (5) hours of work.

10.2 Less Than an Hour. In the event that a meal break of less than one (1) hour is given then:

- a) Those employees affected shall be paid one (1) hour at the applicable rate.
- b) Those employees affected shall be supplied with food and beverage at the Employers expense during meal breaks of less than one (1) hour.

10.3 More Than Two (2) Hours. Where a break of more than two (2) hours occurs during rehearsals or other work in the same day the next call constitutes a four (4) hour call.

10.4 Coffee Breaks. Employees shall be given a paid fifteen (15) minute break during each four (4) or five (5) hour call. The time of such call shall be at the discretion of the Employer though best efforts will be made to commence the break at the mid-point of the call.

10.5 Turn Around. Except in the case of extreme emergency, a break of a minimum of nine (9) hours shall be given to the 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 performances or dress rehearsal calls and the work call on the next day, the minimum time off shall not be less than eight (8) hours.

Time worked within the scheduled break period as defined herein, shall be paid at two times (2x) the straight time hourly rate or the applicable hourly rate, whichever is greater.

In the event that the turnaround provisions cannot be met the Employer agrees to provide the affected employee with one of the following:

- a) Cab fare
- b) Suitable hotel accommodation.

Article 11 HEALTH AND SAFETY

- 11.1 WSIB.** The Employer agrees to place all employees supplied by the Union under the protection of the Workplace Safety and Insurance Act and Regulations 1997 or some similar Insurance coverage with benefits at least equal to those provided by the said Act.
- 11.2 Travelling.** In the event that an Employee is required to travel on behalf of the Employer similar insurance coverage will be provided by the Employer.
- 11.3 Health & Safety.** The Employer and Union agree that the health and safety of all employees is a concern of the highest priority and realizing the benefits to be derived from a safe and healthy workplace, agree that they together with all employees, stewards and supervisors at all levels and departments will co-operate to promote safe work practices, healthy conditions and the enforcement of safety rules.
- 11.4 Representative.** The Union recognizes the Employer's Health and Safety Committee and agrees to appoint one (1) Health and Safety Committee representative. The Representative shall be an individual who regularly works on crews at the Theatre(s) and shall be elected for a one (1) year term. They shall be responsible for reporting to the committee on health and safety matters and concerns within the Department.
- 11.5 Compensation.** The Union Health and Safety committee representative shall be paid at their straight time hourly rate as per **Schedule A** for their attendance at all meetings of the employer's Health and Safety Committee. When scheduled outside of a usual call to work, four (4) hours shall constitute the minimum call. These hours shall not be used to calculate daily overtime, and will be added to weekly hours.
- 11.6 Attendance at Training Courses or Other Functions.** When the Employer requires an Employee to attend training courses or any other functions outside of normal working hours, the Employee shall be paid the minimum required for their classification. When the course or function lasts beyond four (4) hours, the Employee shall be paid their normal rate for the duration of their attendance. Notwithstanding the above, 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 12 BENEFITS

- 12.1 RSP / Health and Welfare.** The Employer agrees to participate in the Welfare Plan of the Union, known as the "Retirement-Welfare Benefit Funds of Local 822, I.A.T.S.E.," for the term of this agreement.
- a) The Employer shall deduct from those individuals participating in the Retirement Plan, an amount equal to five percent (5%) of each individuals gross earning for retirement purposes.

- b) The Employer shall contribute on behalf of those individuals participating in the retirement plan, an amount equal to seven percent (7%) of each individual's gross earnings for retirement purposes.
 - c) The Employer shall contribute on behalf of each individual an amount equal to four and a half percent (4.5%) of each individual's gross earnings for Health and Welfare purposes for Local 822, I.A.T.S.E. members.
- 12.2 Remittance.** These deductions, together with the contributions, shall be remitted monthly by cheque payable to the "Benefit Trust Fund of Local 822 IATSE" or the "Benefit Account of IATSE Local 822" whichever the case maybe, and sent to the Trustee of these funds as designated by the Union. The remittance shall be accompanied by a statement in duplicate showing the names of all those individuals for whom deductions and contributions have been made and the respective amounts in each case, remitted no later than the fifteenth^{15th} of the following month in which the person earned the amounts.
- 12.3 C.P.P.** In addition to the foregoing, the Employer shall pay the Employer's portion of the Canada Pension Plan.
- 12.4 Education and Industry Promotion.** The Employer shall contribute one percent (1%) of each employee's wages to the "IATSE Local 822 Education and Industry Promotion Fund."
- 12.5 Vacation.** The Employer shall pay vacation pay weekly in the amount of ten percent (10%) of wages earned by the employee.

Article 13 RECORDING AND BROADCAST

- 13.1** In the event the Employer reproduces an attraction covered hereunder using audiotape, videotape, film, broadcast, webcast or any other form of reproduction currently in existence or to be developed in the future (hereinafter "Reproduction"), the following provisions shall apply.
- 13.2 Commercial Reproduction – Show Crew:** In the event of a commercial reproduction of an attraction in any medium, in any manner, the Employer shall pay the Show Crew (those engaged to complete work during the live performance) an additional one hundred and fifty (\$150.00) dollars. This payment would be limited to those who perform work on and / or related to the live attraction. The Employer shall notify the Union in the event of commercial reproduction as described herein and agrees to provide the Union a crew list of IATSE represented employees who perform work on and/ or related to the attraction.
- 13.3 Commercial Reproduction – Reproduction / Recording Crew:** In the event of a commercial reproduction of an attraction in any medium, in any manner, the Employer shall pay the reproduction/recording crew (those engaged to complete work specifically related to the reproduction) time and one half (1 1/2x) the regular straight time rate set forth in this Agreement. The Employer shall notify the Union in the event of a commercial reproduction as described herein and agrees to provide the Union a crew list of IATSE represented employees who perform work on and/ or related to the attraction.
- 13.4 Non-Commercial Reproduction:** Notwithstanding the foregoing, no payment shall be required for the reproduction of an attraction for non-commercial purposes.

The reproduction of any attraction shall be considered a non-commercial reproduction until such time as Ed Mirvish Enterprises Ltd. or its affiliates receives revenues in excess

of reproduction expenses for the commercial exploitation of the reproduction. The verification of such revenues and expenses shall be administered by the Employer, which accounting records will be periodically provided to the Union upon written request. It is understood that reproduction expenses shall include the payments required herein to employees.

- 13.5** It is agreed that the union has no jurisdiction under this Agreement over the recording or broadcast of a theatrical production and, therefore, where a theatrical production is being recorded or broadcast, in whole or in part, by any means whatsoever, the Union and the Employee(s) shall cooperate with all individuals involved in the recording or broadcast session.
- 13.6 Archival.** The employer may film or videotape the production for archival purposes and there shall be no additional payments to the employees.

Article 14 LEAVES OF ABSENCES

- 14.1 Prerequisites.** Employees shall be eligible to receive benefits set forth in this Article 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.
- 14.2 Bereavement Leave.** Three (3) days paid at eight (8) straight time hours per day in the event of the death of a member of the immediate family 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.
- 14.3 Jury Duty and Sick Leave.** Eight (8) straight time hours 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 may require a doctor's certificate before paying the sick leave.

Qualified employees shall have up to thirty (30) working days to claim any of the benefits.

Article 15 General

- 15.1 Costume Construction/Stitcher.** Construction is hereby defined as the building of or the completion of a costume from either a pattern or design for a production originating at any of the Employer's theatres. A Stitcher is defined as someone with the advanced skills to do major alterations on existing costumes for any production currently under contract at

any of the Employer's theatres. The Costume Construction/Stitcher rate referred to in Schedule A is applicable to any show or production at any of the Employers theatres contingent upon the nature of the work as either Construction or Stitcher and adherent to the specificities of the definitions as stated above. Members of Local 822 who are qualified for these positions and who are requested to do so will be paid at the Costume Construction/Stitcher rate.

- 15.2 Program Credits.** The Employer shall give credit in the program to each Head of Department and Assistant. No casual or inadvertent failure to accord billing shall be deemed a breach of this agreement.
- 15.3 Job Vacancies.** When any vacancy in a wardrobe, makeup, or hair Head or Assistant position occurs or a new wardrobe, makeup, or hair Head or Assistant position is created within the bargaining unit, the Employer shall use best effort to post a notice of the position by notifying the Union so it may make notice to those members not already within their employ. Jobs shall not be considered vacant because of sickness, accident, or authorized leave, but may be posted as a temporary job. No casual or inadvertent failure to post notice shall be deemed a breach of this agreement.
- 15.4 Cellular Phones / PDA Devices.** The use of cellular phones and personal digital assistant devices during Load-in, Load-out and Performances are prohibited with the exception of work or business related communication.

Article 16 CONTRACT TERMS

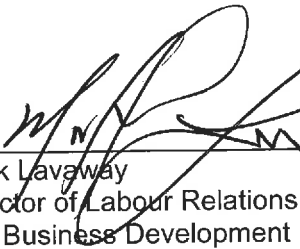
- 16.1 Duration.** All provisions of this agreement shall come into force on **June 1, 2019** and shall remain in force until **May 31, 2024**.
- 16.2 Retroactivity.** The Employer agrees to pay the employees supplied by the Union retroactively for any and all hours worked for the Employer as calculated by the Employer, from time records in its possession from June 1, 2019.
- 16.3 Notice.** In the event that prior to the expiration date of this agreement either party desires to negotiate a new agreement, notice in writing shall be given to the other party 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.
- 16.4 Re-negotiation procedure.** Upon receipt of notice from either party of a desire to negotiate a new agreement, as provided in **Article 16.3** above, a meeting shall be held within twenty (20) days, or later if mutually agreed upon by both parties, for the purpose of negotiations and further meetings shall be held as frequently as possible until settlement is reached or until either party makes application for conciliation.
- 16.5 Automatic Renewal.** 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 (1) year, and from year to year thereafter.

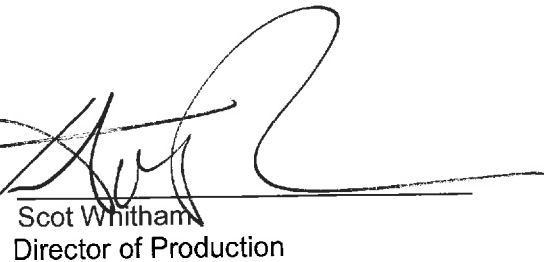
Ed Mirvish Theatre & CAA Theatre June 1, 2019 – May 31, 2024

DATED at TORONTO this ^{23rd} day of September, 2019

ED MIRVISH ENTERPRISES LIMITED

On behalf of the Employer


Mark Lavaway
Director of Labour Relations
and Business Development


Scot Whitham
Director of Production

**LOCAL No. 822 OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE
UNITED STATES, ITS TERRITORIES AND CANADA
(Theatrical Wardrobe, Makeup Artists & Hair Stylists)**

On behalf of the Union


Diane Lockett Rielly
President


Michelle DiCesare
Business Agent

Cost of Living increases will be tied to the Consumer Price Index (CPI), all items for Toronto, averaged from April – April, as provided by Statistics Canada.

Year 1 (2019 - 2020) – 2.2%

In the remaining years of this collective agreement wage increases will be based on COLA (All items Toronto).

Ed Mirvish Theatre & CAA Theatre June 1, 2019 – May 31, 2024

Schedule A

| | 2019-2020 | 2020- 2021 | 2021-2022 | 2022-2023 | 2023-2024 |
|-------------------------------|------------|------------|-----------|-----------|-----------|
| % Increase | 2.2% | TBD | TBD | TBD | TBD |
| Ed Mirvish Theatre | | | | | |
| Hourly | | | | | |
| Head | \$35.91 | TBD | TBD | TBD | TBD |
| Assistant | \$33.65 | TBD | TBD | TBD | TBD |
| Attendant | \$31.31 | TBD | TBD | TBD | TBD |
| Construction/Stitcher | \$35.91 | TBD | TBD | TBD | TBD |
| | | | | | |
| Salary | | | | | |
| Head | \$2,153.33 | TBD | TBD | TBD | TBD |
| Assistant | \$1,836.10 | TBD | TBD | TBD | TBD |
| | | | | | |
| Performance Call Fee | | | | | |
| <i>hourly multiplied by:</i> | 3.8 | 3.8 | 3.8 | 3.8 | 3.8 |
| Head | \$136.46 | TBD | TBD | TBD | TBD |
| Assistant | \$127.87 | TBD | TBD | TBD | TBD |
| Attendant | \$118.98 | TBD | TBD | TBD | TBD |
| | | | | | |
| B-Call Performance Fee | | | | | |
| <i>hourly multiplied by:</i> | 4.3 | 4.3 | 4.3 | 4.3 | 4.3 |
| Head | \$154.41 | TBD | TBD | TBD | TBD |
| Assistant | \$144.70 | TBD | TBD | TBD | TBD |
| Attendant | \$134.63 | TBD | TBD | TBD | TBD |
| | | | | | |
| Pack Out | | | | | |
| <i>hourly multiplied by:</i> | 2.38 | 2.38 | 2.38 | 2.38 | 2.38 |
| Head | \$85.47 | TBD | TBD | TBD | TBD |
| Assistant | \$80.09 | TBD | TBD | TBD | TBD |
| Attendant | \$74.52 | TBD | TBD | TBD | TBD |
| | | | | | |
| TV, Film, Industrial | | | | | |
| <i>hourly multiplied by:</i> | 1.35 | 1.35 | 1.35 | 1.35 | 1.35 |
| Head | \$48.48 | TBD | TBD | TBD | TBD |
| Assistant | \$45.43 | TBD | TBD | TBD | TBD |
| Attendant | \$42.27 | TBD | TBD | TBD | TBD |
| | | | | | |
| | | | | | |
| | | | | | |

Ed Mirvish Theatre & CAA Theatre June 1, 2019 – May 31, 2024

| | | | | | |
|-------------------------------|-------------|-------------|-------------|-------------|-------------|
| CAA Theatre | | | | | |
| Hourly | | | | | |
| Head | \$32.53 | TBD | TBD | TBD | TBD |
| Attendant | \$24.22 | TBD | TBD | TBD | TBD |
| | | | | | |
| Performance Call Fee | | | | | |
| <i>hourly multiplied by:</i> | 3.8 | 3.8 | 3.8 | 3.8 | 3.8 |
| Head | \$123.61 | TBD | TBD | TBD | TBD |
| Attendant | \$92.04 | TBD | TBD | TBD | TBD |
| | | | | | |
| B-Call Performance Fee | | | | | |
| <i>hourly multiplied by:</i> | 4.3 | 4.3 | 4.3 | 4.3 | 4.3 |
| Head | \$139.88 | TBD | TBD | TBD | TBD |
| Attendant | \$104.15 | TBD | TBD | TBD | TBD |
| | | | | | |
| Pack Out | | | | | |
| <i>hourly multiplied by:</i> | 2.38 | 2.38 | 2.38 | 2.38 | 2.38 |
| Head | \$77.42 | TBD | TBD | TBD | TBD |
| Attendant | \$57.64 | TBD | TBD | TBD | TBD |
| | | | | | |
| TV, Film, Industrial | | | | | |
| <i>hourly multiplied by:</i> | 1.35 | 1.35 | 1.35 | 1.35 | 1.35 |
| Head | \$43.92 | TBD | TBD | TBD | TBD |
| Attendant | \$32.70 | TBD | TBD | TBD | TBD |

Note:

- The Performance Call Fee is arrived at by multiplying the applicable hourly rate times 3.8
- The B-Call Performance Fee is arrived at by multiplying the applicable hourly rate times 4.3
- The Pack Out Fee is arrived at by multiplying the applicable hourly rate times 2.38
- The TV, Film and Industrial Rate is arrived by multiplying the hourly rate by 1.35