

MEMORANDUM OF AGREEMENT

BETWEEN:

**MIRVISH PRODUCTIONS and
ED MIRVISH ENTERPRISES LIMITED,
("The Producer")**

**OWNER
of the ED MIRVISH THEATRE
CAA (FORMERLY PANASONIC) THEATRE
PRINCESS OF WALES THEATRE
and the ROYAL ALEXANDRA THEATRE**

("The Theatres")

AND

**the TORONTO MUSICIANS' ASSOCIATION
LOCAL 149
of the AMERICAN FEDERATION OF MUSICIANS
OF THE UNITED STATES AND CANADA
("The Association")**

Effective September 4, 2017 to September 4, 2022

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1 TERM

This Agreement shall be effective from September, 4, 2017 and expires after 11:59p.m. September 4, 2022. It is understood and agreed between the parties that they shall meet prior to May 15, 2022 in order to discuss the contractual provisions for the succeeding Agreement.

2 ASSOCIATION RECOGNITION

The Producer recognizes the Association as the exclusive bargaining agent for all instrumental musicians, musical director/conductors, assistant conductors, associate conductors, arrangers, orchestrators, contractors, copyists and librarians, (hereinafter called the "musicians"), engaged at Royal Alexandra Theatre, the Princess of Wales Theatre, the Ed Mirvish Theatre and the CAA (formerly Panasonic) Theatre, (herein after called the "theatre(s)").

2.1 REPRESENTATIVES OF ASSOCIATION

Representatives of the Association shall have access to the place of performance and rehearsal for the purpose of conferring with the musicians provided twenty-four hours written notice is given.

3 CA1-P CONTRACT FORM

The Producer hereby undertakes to sign and execute a Form CA1-P contract with a member of the Association, which member shall be the Contractor for the orchestra. Such CA1-P contract shall be part of this Agreement.

4 BY-LAWS

Nothing in this Agreement shall ever be construed so as to interfere with any duty owing by any musician performing hereunder to the Association and/or the American Federation of Musicians (hereinafter called AFM) pursuant to their By-Laws, Regulations and Orders.

5 PLAYBILL LISTING

The names of the regular orchestra members, and their respective instruments, the Music Director / Conductor, the Local Contractor and the Production Rehearsal Pianists /Musicians, shall be included in the Playbill listing(s) in a type no smaller than that afforded the understudies, and placed either immediately after the understudies or preceding the "Who's Who in the Cast".

The Association shall receive appropriate recognition in the section of the program(s) immediately adjacent to the listing of the orchestra members or where similar credits are listed for other performers' and technicians' associations, guilds or unions. The recognition should read, "The musicians, musical director, conductor and orchestra contractor engaged for this production are members of the Toronto Musicians' Association, Local 149 of the American Federation of Musicians of the United States and Canada."

Where possible the logos of the Association and the AFM will be printed adjacent to this recognition. The Producer will remit a copy of the playbill and souvenir program, (if printed), to the Association as soon as possible upon the request of the Association.

Should the production have a specific website, the names of the musicians with their respective instruments shall be posted on the production website. If possible, the Producer will place a link to the TMA website in order to permit the public to view the musicians' credits and any additional information available on the TMA website.

If any casting announcement is made prior to the curtain, an announcement shall also be made identifying the Conductor of the orchestra. "The (name of show) orchestra is being conducted by (name of Conductor)."

6 HIRING PRACTICES

It is agreed that preference in engaging musicians, copyists, (except in the case when the original orchestrator of a production wishes to copy the orchestrator's own work or changes), and in designating the assistant and/or associate conductor shall first be extended to Association members and secondly to members of a Canadian local of the AFM who are Canadian citizens or landed immigrants in Canada. In the case where a qualified musician, as aforesaid, is not available, AFM members who are either not Canadian citizens or permanent residents in Canada and who reside outside of the jurisdiction of the Association may be engaged subject to consultation with the Association and prior to any application to Human Resources and Skills Development Canada (HRSDC)/Service Canada for visas/work permits. If the musician becomes a member of the Association, the Association will not object to the issuance of the appropriate documents. The producer undertakes to execute and sign a form CA1-P contract with any copyist engaged for the production except in the instance when the original orchestrator makes changes to the orchestrator's own work. All musicians engaged under this Agreement for more than thirty (30) days shall be members of the Association.

6.1 DISCRIMINATION

It is agreed that the policy of engaging musicians hereunder shall be without discrimination on the basis of age, religion, gender, sexual orientation, race, colour, ethnic background, political affiliation or persuasion, or disability not related to the artistic requirement of the engagement.

7 MUSIC SUPERVISOR

The Producer reserves the right to engage a Music Supervisor who shall be a management appointee. The Music Supervisor shall be responsible for selecting and engaging the Music Director/Conductor and any Assistant and/or Associate Conductors as may be required.

7.1 CONTRACTOR

The Producer, or the Music Supervisor acting on the Producer's behalf, shall select and engage a Local Contracting Leader, (hereinafter called the Contractor), who shall be responsible for engaging the musicians, in consultation with the Music Director/Conductor, as may be required by the terms of this Agreement and by the specific musical requirements of the orchestra score(s) of the production(s) to be presented at the theatre(s). The Contractor shall also be responsible for establishing, maintaining and distributing the musicians' payroll.

For all rehearsals and performances the Local Contractor shall be paid a fee of not less than one hundred and fifty percent (150%) of the musician's minimum basic scale fee for the first seven (7)

full weeks of public performances, not less than one hundred and twenty-five percent (125%) for the eighth (8th) through the fourteenth (14th) week of public performances and one hundred and ten percent (110%) for each subsequent week. This Contractor Fee shall be in addition to any performing compensation. For performances at the CAA (formerly Panasonic) Theatre and the Royal Alexandra Theatre a Contractor shall be engaged for productions where six (6) or more musicians are engaged.

7.2 ASSISTANT CONTRACTOR

The Contractor shall appoint an Assistant Contractor for any performance which the Contractor is unable to personally be on site. Where the Assistant Contractor's responsibility is limited solely to making contact with the Contractor prior to the scheduled performance, the Assistant Contractor's compensation for such services shall not be less than ten percent (10%) of the minimum basic scale fees. Where the Assistant Contractor actually performs or carries out any normal duties/responsibilities of the Contractor in the Contractor's absence from the site and the Contractor is unavailable for contact, the Assistant Contractor shall be compensated at the rate of fifty percent (50%) of the minimum basic scale fee in addition to the Assistant Contractor's performing compensation. The Contractor shall be solely responsible for payment of the Assistant Contractor's compensation.

7.3 ASSISTANT / ASSOCIATE CONDUCTOR

An Assistant and/or Associate Conductor, whilst performing on the instrument(s) for which he/she has been engaged shall be paid in accordance with the fees provided for a musician in this Agreement.

An Assistant or Associate Conductor when required to conduct a performance shall receive an additional fee of not less than one-eighth (1/8) of the Musical Director/Conductor Weekly Performance Fee. When the Music Director is absent in non-contractual circumstances and not performing any service for the Producer this additional Performance Fee may be deducted from the fee payable to the Music Director/Conductor. The Assistant or Associate Conductor shall be responsible for payment of the appropriate fees to the substitute musician engaged to perform on the vacated instrument.

At the request of the Musical Director or Producer, the Associate or Assistant Conductor /Musical Director (one individual only) may be designated to assume certain musical direction responsibilities. Upon such designation the musician shall receive a premium of 20% of a musician's minimum basic fee in addition to the musician's fee as stipulated in this Agreement.

7.4 PRINCIPAL MUSICIAN(S)

a) The designation of Principal Musician shall be made in consultation with the musician_ by the Contractor and the Musical Director/Conductor with the agreement of the Producer, which shall not be unreasonably withheld, in the event that the musical score requires:

- *significant solo or exposed playing*
- *exceptional skills*
- *the musical leadership of the orchestra or a section of the orchestra*

In any event the Concert Master, and Harp shall be designated Principal Musician. Such designated musician(s) shall receive an additional minimum scale payment of twenty-five

percent (25%) over and above the musician's basic scale fee as provide for in this Agreement.

b) If the following first-seated players are not designated under a) above they shall receive an additional minimum scale payment of 12.5% over and above the musician's basic scale fee:

String Player, Cello, Horn, Trumpet and Trombone.

c) A local keyboardist subbing for a travelling AMD shall receive an additional minimum scale payment of 15% over and above the musician's basic scale fee. This premium does not apply to non-keyboardists nor to engagements at the CAA (formerly Panasonic) Theatre.

7.5 STEWARD

A Steward shall be appointed by the Association and shall be paid an additional ten percent (10%) of the musician's minimum basic fee.

7.6 PLAYERS' COMMITTEE

The contracted musicians shall elect a Players' Committee within the first week of public performance of each new production, initially in order to participate in the deliberations referred to in Article 26 SUBSTITUTE MUSICIANS.

The Committee shall consist of three (3) musicians. The Musical Director/Conductor, the Contractor and the Assistant Contractor shall not be eligible for election to the Committee.

A member of an existing Players' Committee may continue to participate on a Players' Committee for a new production where practicable and agreed to by the contracted musicians.

8 COMPOSITION OF THE ORCHESTRA

8.1 DRAMATIC & DRAMATIC STOCK PRESENTATIONS

For Dramatic and Dramatic Stock Presentations which require a musician(s) to perform incidental music, to perform music on stage as part of a minor acting role, or for other situations utilizing music specially composed or selected for a dramatic production, which is intended to be performed live on stage, off stage, in the orchestra pit, or in any other location within the performance space of the theatre, there shall be no minimum number of Local musicians required to be engaged by the Producer.

8.2 PAMPHLET "B" AND SPECIAL LETTER TOURING PRODUCTIONS

Touring Productions shall be subject to the conditions of Rule 24 of the Pamphlet B Touring Agreement paragraphs A-E, which is incorporated by reference and attached as Appendix "C" Notwithstanding the engagement of the Contractor, no production shall require more musicians to be engaged than required by the touring score for a Rule 24 city. With respect to the number of Pamphlet B travelling musicians that may be engaged for a Production, the Local

"minimum" shall be nine (9) Local 149 musicians in addition to the Local-Contractor.

For engagements of one (1) week or less, no Local musicians are required to be engaged unless Local augmentation is required by the score.

For engagements of more than one (1) week and up to six (6) weeks up to five (5) musicians may be engaged under Pamphlet B.

For engagements of more than six (6) weeks up to three (3) musicians may be engaged under Pamphlet B.

For a Production where the minimum of nine (9) Local musicians, in addition to the Local Contractor are engaged, any additional musicians required for the Production may be engaged either under Pamphlet B or this Agreement.

A Production, classified by the AFM in consultation with the touring Producer, as "self-contained" in that the musicians are an integral part of the production and are engaged under Pamphlet "B" or a similar AFM approved touring contract, are not required to engage musicians under this Agreement.

8.3 PRE-BROADWAY, "SIT-DOWN" AND ALL OTHER MUSICAL, OPERA AND DANCE PRODUCTIONS

For all pre-Broadway, "sit-down" or other musical or dance productions not touring under Pamphlet B or another approved AFM Agreement or contract, the Producer shall be required to engage not less than the number of Local 149 musicians required by the score for the Canadian production rights.

8.4 CONCERTS AND MISCELLANEOUS ENGAGEMENTS

For concerts and miscellaneous non-theatrical engagements the minimum number of musicians shall be the number of musicians required by the musical score for the production coming into the Theatre. Where touring musicians have been engaged for the tour of the concert on an AFM touring contract no Local musicians are required to be engaged unless Local augmentation is required by the score. The scale performance fees shall be pro-rated at 1/8th of the weekly performance fee for each performance. No Steward is required for concert and miscellaneous engagements requiring 3 Local musicians or less. No Contractor is required for concert and miscellaneous engagements where fewer than six (6) Local musicians are engaged.

8.5 SPECIAL EVENT ENGAGEMENTS

When a theatre is rented to a third-party producer who presents Special Event Programming, including, but not limited to, touring productions targeted at infant, pre-school and primary school children, the Producer will ensure, as with all other third party rentals, adherence to the agreement. Exceptionally to all other types of engagements, Special Event Engagements may be produced without consideration of Article 3, 6, 8, 29.2 and 29.6, if there are no musicians required by the production, for a limited number of engagements per contract year.

The total number of Special Event Engagements produced without consideration of Article 3, 6, 8, 29.2 and 29.6 shall not exceed one (1) for every twenty-one (21) performances at the Theatres

during a contract year that are recorded on a contract per Article 3, and submitted to the Association, at latest ten (10) business days after the performance.

The Producer will make best efforts to notify the Association no later than fourteen (14) days prior to the first performance of a Special Event Engagement. Nevertheless, within sixty (60) days of the conclusion of a contract year, the Producer will provide the Association with a complete list of all Special Event Engagements and all other uses of the Theatres in a contract year, identifying which were produced without the consideration of Article 3, 6, 8, 29.2, or 29.6.

For clarity a contract year runs from Labour Day Monday in one year of the agreement to the day before Labour Day Monday in the following year.

If any of the above limits are violated, with the exception of the notice period, the Producer shall pay a penalty equal to the minimum performance scale fees for nine (9) side musicians per performance week in violation, into a pool that will be shared by all musicians working under the agreement at the end of the contract year. The rates used in the calculation of this penalty shall be rates corresponding to the theatre in which the production is being presented. Should the production be presented at the CAA (formerly Panasonic) Theater, the penalty shall be equal to the minimum performance scale fees for four (4) side musicians.

9 PERFORMANCE / REHEARSAL WEEK

The performance and/or rehearsal week shall be Monday through Sunday with one (1) Free Day, (official day off) in each week as designated by the Producer.

9.1 FREE DAY

The Free Day shall mean the official day off as designated by the Producer. The Free Day shall be the period of time beginning at 12:00 midnight and ending at 9:00a.m. on the day following a complete day off during which the musician shall not be required to perform any services or obligations for the Producer except as provided for in Article 11.4 PERFORMANCE / REHEARSAL ON THE FREE DAY.

There shall be at least one Free Day during each week. There shall be no more than nine (9) consecutive working days without a Free Day or payment of the Free Day penalty and there must be a Free Day within six (6) days of the first public performance of a production. Should the musicians not receive the Free Day as required, the musicians shall be paid an additional one-eighth (1/8th) of the weekly performance fee for the first performance of the Free Day infringement, there shall be no additional Free Day penalty for the second (2nd) performance. However, the musician shall receive payment of the applicable Free Day penalty as specified above should the infringement continue to a third (3rd) performance without a Free Day. Payment of this second (2nd) Free Day penalty shall be deemed as a Free Day with respect to performances.

Once in each production, the Producer may schedule one (1) Free Day which need not occur within the engagement week to which it applies, provided that it is scheduled in the prior or subsequent week in addition to the regular free day in that week.

Any change in the Free Day or performance schedule will be permitted with a minimum of thirty (30) days written notice to be given to the Contractor, who will be responsible for informing the musicians and the Association.

(See Side Letter between TMA and Mirvish Productions)

9.2 PERFORMANCE DURATION

A performance shall be no more than three (3) hours in duration, which shall include an intermission of not less than fifteen (15) minutes. The musicians will not be required to perform any other services for the Producer during this time. The length of the service shall be computed from scheduled start of the service or the time of the conductor's downbeat, whichever comes first, until the conductor's final cutoff of the last music played, or the end of the performance, whichever comes last, unless the musician is released earlier. It is agreed that should the running time of a performance exceed 3 hours on an occasional or irregular instance as a result of unforeseen circumstances, a grace period of up to five (5) minutes will be permitted by the musicians before any overtime comes into effect.

In the event of a production having a standard, definitive running time in excess of three (3) hours, the parties hereto agree to discuss and develop a mutually satisfactory formula encompassing the musicians' standard weekly fees payable in such an event.

10 OVERTIME

Overtime on performances in excess of three (3) hours shall be computed in segments of fifteen (15) minutes and paid as per Article 19 OVERTIME PERFORMANCE FEES

See Article 10 OVERTIME

Overtime for orchestral rehearsals shall be any time in excess of the time the rehearsal was scheduled to end according to the musicians' rehearsal call. Rehearsal overtime shall be paid for each fifteen minute (or less) segment as per Article 21.3 UNSCHEDULED REHEARSAL OVERTIME.

Overtime for Rehearsal Pianist / Rehearsal Musician / Audition Accompanist shall be any time in excess of the time the musician's call was scheduled to end. Overtime shall be paid for each 15 minute (or less) segment at time-and-a-half (150%) of the applicable pro-rata 15 minute rate.

11 NORMAL PERFORMANCE WEEK

A normal performance week shall consist of not more than eight (8) performances. The week of the first public performance, or the week of the official Opening Night, or when a performance is cancelled or not scheduled due to occasional circumstances, the Producer may schedule a rehearsal of up to three (3) hours in place of a performance.

11.1 ADDITIONAL PERFORMANCES

For each additional performance over eight (8) in any performance week the musician shall receive three sixteenth (3/16th) of the musician's weekly performance fee.

The musician's performance fee will not be reduced if there are less than eight (8) performances in a week except as provided for in Article 11.3 PARTIAL PERFORMANCE WEEK.

11.2 EXCESS PERFORMANCES

For any performance in excess of five (5) in any three (3) consecutive day period the musician shall be paid an additional one-eighth (1/8) of the weekly performance fee. For any performance in excess of two (2) in one day the musician shall be paid an additional one-eighth (1/8th) of the weekly performance fee. The premium payment for any performance in excess of five (5) performances in any three (3) consecutive day period shall only be required for a musician who performs more than five (5) performances in the three (3) consecutive day period.

11.3 PARTIAL PERFORMANCE WEEK

The Producer may pro-rate the musicians' Weekly Performance Fee at the beginning and/or the end of the run of a production provided there are at least two consecutive full weeks of performance and no hiatus in between the beginning and end of the run, on the following terms and conditions:

a) The week of the first public performance the Producer may pro-rate the Weekly Performance Fee at the rate of one-eighth (1/8) of the Weekly Performance Fee for each dress rehearsal and/or performance. All terms and conditions of the Agreement apply including, but not limited to, payment for overtime, Free Day service, and additional and statutory holiday performances.

b) At the end of the run of the production, (provided the musicians have received the minimum notice of two full weeks of the closing of the production as required by Article 12 CLOSING NOTICE), the Producer may pro-rate the Weekly Performance Fee at the rate of one-eighth (1/8) of the Weekly Performance Fee per day for each consecutive day including non performance days. On any two (2) performance day the musicians will receive one-eighths (1/8) of the Weekly Performance Fee for each performance. All terms and conditions of the Agreement apply including but not limited to, payment for overtime, Free Day service and additional and statutory holiday performances.

If the musicians are engaged for more than five (5) days the musicians must be paid the Weekly Performance Fee.

11.4 PERFORMANCE / REHEARSAL ON THE FREE DAY

The Producer may require a musician to perform or rehearse on the Free Day. For any performance on the Free Day the musicians shall be paid two-eighths (2/8) of the Weekly Performance Fee. For any rehearsal on the Free Day the musician(s) shall be paid at two (2) times the applicable hourly fee. Should a musician elect to engage a substitute musician for a Free Day service the Producer shall not be required pay the Free Day rate for the substitute musician except in the instance where the substitute musician has been engaged for the full week of services in which the Free Day service occurs. It is understood that the contracted musician has first right of refusal for any scheduled or added service and may not be required by the Producer to engage a substitute musician.

11.5 STATUTORY HOLIDAYS

Any performance or rehearsal scheduled on New Year's Eve, (after 6:00p.m.), New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day or Christmas Day, shall be subject to the Statutory Holiday Fees.

Each performance two-eighths (2/8) of the Weekly Performance Fee.

Rehearsaltwo (2) times the appropriate hourly Rehearsal Fee.

11.6 HIATUS / LAYOFF WEEKS

The Producer may designate up to two (2) weeks per year as unpaid hiatus weeks under the following conditions:

A. One unpaid hiatus week per year to be scheduled prior to the contracting of the musicians. Following the first year, notice of this hiatus week shall be provided on or before each anniversary date of the official opening. The Producer will make best efforts to provide 12 weeks notice to the Contractor and the Association but in no case less than 6 weeks notice.

B. A second unpaid hiatus week per year may be scheduled at the Producer's option. The Producer will make best efforts to provide 12 weeks notice to the Contractor and the Association but in no case less than 6 weeks notice.

The Producer shall notify the Contractor of any such unpaid hiatus week in writing. The Contractor shall notify the TMA and the musicians of any such unpaid hiatus week.

With respect to Article 12 CLOSING NOTICE. Closing Notice: The Producer may not use an unpaid hiatus week as part of closing notice. The 2 week Closing Notice must be 2 paid weeks.

Where a musician is required to rent an instrument for the production the Contractor shall provide the Producer with a list of any rented instruments and the cost of the rented instruments at the time of contracting. For any unpaid hiatus week the musician will make his/her best efforts with the rental company to have the rental payment waived during the hiatus week. Where the rental company will not waive payment, and provided the musician is not using the instrument for other work during the hiatus period, the Producer is responsible to pay the rental cost for the hiatus week.

In the case of instruments requiring cartage, if a musician has no access to the theatre during the hiatus week and requires his/her instrument for practice the musician may be compensated for the cost of cartage provided the musician has the Producer's prior approval, which will not be unreasonably withheld.

Where a production has given notice to close two weeks after an unpaid hiatus week, it is agreed that the requirements of Article 26 SUBSTITUTE MUSICIANS shall be open to discussion on the understanding that a musician needs to accept new work immediately and would not be available to complete the production. On the understanding of the obligation to maintain the integrity of the production, any additional substitutions and leaves are subject to the joint approval of the Producer and Musical Director, which shall not be unreasonably withheld.

It is agreed that the Producer cannot use the hiatus week as a reason to discharge a musician in accordance with Article 30 DISCIPLINE AND DISCHARGE.

12 CLOSING NOTICE

When the Producer intends to close any production under this Agreement for any reason, the Producer shall provide a minimum of two (2) weeks written and posted notice of the Producer's intentions prior to the closing of the production. Two (2) weeks notice shall constitute two Monday to Sunday periods. Closing notice shall be given at or before the musicians' call for the first performance of the second engagement week prior to the closing. Such notice shall be given to the Contractor, who will be responsible for informing the musicians and the Association. Notice given after the beginning of the musicians' first call of the week shall take effect at the beginning of the next week. Failure to provide notice or insufficient notice will require the Producer to pay the musician one seventh (1/7th) of the musician's weekly performance fee and applicable pension payment for each day in lieu of notice. Payments in lieu of notice shall be calculated from the day of the first call of the week.

13 MUSICIANS' CALL

The "Call Time" for musicians shall be fifteen (15) minutes prior to the scheduled commencement of the performance. Upon arrival at the theatre the musician shall sign the "Musicians Call Sheet" posted by the Producer on the Call Board.

13.1 DRESS

The musicians' attire may range from casual blacks to formal attire at the Producer's discretion as outlined to the Contractor at the time of contracting.

14 STARTING LOCATION

The starting location of the orchestra shall normally be designated as the orchestra pit. If it is necessary for a portion of the orchestra, or an individual instrumentalist, to move during the performance from the starting location to another designated playing area in the theatre, whether or not in costume, there shall be an additional amount payable to the affected musician(s) as provided for in Article 14.1 PERFORMING ONSTAGE / OUTSIDE THE PIT.

14.1 PERFORMING ONSTAGE / OUTSIDE THE PIT

Any musician performing with a starting position onstage or in view of the audience, shall receive an additional performance fee of not less than ten percent (10%) of the musician's minimum basic fee. This fee shall include payment for one movement, the wearing of a costume and the speaking of one or two words/sentences if required.

If more than one movement is required, and/or the musician is required to speak more than one or two words/sentences and/or to give a dramatic or vocal performance, and/or if the musician's starting position is off stage and movement is required, or if the musician is required to wear theatrical/stage makeup, the musician's additional performance fee shall be not less than twenty-five percent (25%) of the musician's minimum basic fee.

The premium due to the musician pertaining to this Article is the highest premium which the musician qualifies for. In no case is the premium cumulative. Any musician may negotiate a fee in addition to this minimum at the time of contracting or when the additional assignments are designated . (See Article 16 ADDITIONAL FEES).

15 AFM-EPW FUND (CANADA)

The Producer shall make pension payments as specified in this article over and above the minimum basic fees (including doubling and other performing premiums but excluding negotiated overscale fees) as set out in this Agreement. This payment shall be made on behalf of all musicians engaged under the terms of this Agreement. Said payment shall be made payable by separate cheque to the Musicians' Pension Fund of Canada on a weekly basis, or as otherwise pre-arranged with The Association.

Effective September 4, 2017 Eleven percent (11%) of the musician's minimum basic fees.

16 ADDITIONAL FEES

The parties agree that any musician engaged by the Producer may negotiate a fee in addition to those set forth herein. A musician may also negotiate a fee based upon the special demands of the individual orchestral part, which demands may have become apparent from examining the orchestral part either by auditing an original cast recording or during actual rehearsals of the production. Notification of such negotiation shall be made in writing by the musician. The musician and the Producer shall enter into negotiations in good faith within two (2) weeks of receipt of said notice. The Association may negotiate on behalf of the musician if requested by the musician to do so. In this event the musician shall promptly notify the Producer in writing.

17 MINIMUM BASIC FEE INCREASE & COST OF LIVING ADJUSTMENT

The fees set out in this Agreement shall be increased effective the first Monday in September of 2018, 2019 , 2020 and 2021 by the amount equivalent to the “Annual Percentage change for Toronto” published by Statistics Canada in the June Consumer Price Index, plus an additional one percent (1%) in 2018, and plus an additional one half percent (0.5%) in 2019.

18 WEEKLY PERFORMANCE FEES

Ed Mirvish Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
Musician’s Minimum Basic Scale Fee	\$1,632.07	\$1,689.19	COLA + 0.5%	COLA	COLA
Music Director/Conductor	\$3,264.15	\$3,378.40	COLA + 0.5%	COLA	COLA

Princess Of Wales Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
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Musician's Minimum Basic Scale Fee	\$1,632.07	\$1,689.19	COLA + 0.5%	COLA	COLA
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Music Director/Conductor	\$3,264.15	\$3,378.40	COLA + 0.5%	COLA	COLA
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Royal Alexandra Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
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Musician's Minimum Basic Scale Fee	\$1,562.99	\$1,617.69	COLA + 0.5%	COLA	COLA
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Music Director/Conductor	\$3,124.96	\$3,234.33	COLA + 0.5%	COLA	COLA
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**CAA (formerly Panasonic)
Theatre**

	2017/18	2018/19	2019/20	2020/21	2021/22
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Musician's Minimum Basic Scale Fee	\$1,099.05	\$1,137.52	COLA + 0.5%	COLA	COLA
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Music Director/Conductor	\$2,198.09	\$2,275.02	COLA + 0.5%	COLA	COLA
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19 OVERTIME PERFORMANCE FEES

See Article 10 OVERTIME
(per 15 minute segment)

Ed Mirvish Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
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Musician's Minimum Basic Scale Fee	\$25.78	\$26.68	COLA + 0.5%	COLA	COLA
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Music Director/Conductor	\$51.55	\$53.35	COLA + 0.5%	COLA	COLA
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Princess of Wales Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
Musician's Minimum Basic Scale Fee	\$25.78	\$26.68	COLA + 0.5%	COLA	COLA

Music Director / Conductor	\$51.55	\$53.35	COLA + 0.5%	COLA	COLA
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Royal Alexandra Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
Musician's Minimum Basic Scale Fee	\$25.26	\$26.14	COLA + 0.5%	COLA	COLA

Music Director / Conductor	\$49.49	\$51.22	COLA + 0.5%	COLA	COLA
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CAA (formerly Panasonic) Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
Musician's Minimum Basic Scale Fee	\$18.56	\$19.21	COLA + 0.5%	COLA	COLA

Music Director / Conductor	\$36.09	\$37.35	COLA + 0.5%	COLA	COLA
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20 ADDITIONAL PERFORMANCE - IN EXCESS OF 8 PERFORMANCES PER WEEK

Ed Mirvish Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
Musician's Minimum Basic Scale Fee	\$306.21	\$316.93	COLA + 0.5%	COLA	COLA

Music Director/Conductor	\$612.41	\$633.84	COLA + 0.5%	COLA	COLA
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Princess of Wales Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
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Musician's Minimum Basic Scale Fee	\$306.21	\$316.93	COLA + 0.5%	COLA	COLA
Music Director / Conductor	\$612.41	\$633.84	COLA + 0.5%	COLA	COLA
Royal Alexandra Theatre					
	2017/18	2018/19	2019/20	2020/21	2021/22
Musician's Minimum Basic Scale Fee	\$293.84	\$304.12	COLA + 0.5%	COLA	COLA
Music Director / Conductor	\$587.67	\$608.24	COLA + 0.5%	COLA	COLA
CAA (formerly Panasonic) Theatre					
	2017/18	2018/19	2019/20	2020/21	2021/22
Musician's Minimum Basic Scale Fee	\$206.72	\$213.96	COLA + 0.5%	COLA	COLA
Music Director / Conductor	\$412.92	\$427.37	COLA + 0.5%	COLA	COLA

21 ORCHESTRA REHEARSAL CALL

Rehearsals shall require a two (2) hour minimum call, except as provided for in Article 21.1 REHEARSAL CALL CONTIGUOUS TO A PERFORMANCE. Rehearsals in excess of two (2) hours may be called in one-half (1/2) hour segments. Payment for such calls may be prorated accordingly. If there is less than 48 hours notice the musicians shall be paid for any cancelled rehearsal call which has not been rescheduled within six calendar days. When a rehearsal is cancelled or postponed with less than 24 hours notice a musician shall be paid for any rescheduled rehearsal which the musician is unable to attend because of a bona fide conflict.

21.1 REHEARSAL CALL CONTIGUOUS TO A PERFORMANCE

The Producer may call a rehearsal immediately preceding a performance. The rehearsal may be scheduled to begin one and one-half hours before the scheduled commencement of a performance. The duration of said rehearsal shall not exceed one hour. This rehearsal shall be a one hour call and shall require written posted notice of same not later than the commencement of the preceding

performance.

Ed Mirvish Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
Musician's Minimum Basic Scale Fee	\$54.64	\$56.55	COLA + 0.5%	COLA	COLA
Music Director/Conductor	\$109.29	\$113.12	COLA + 0.5%	COLA	COLA

Princess of Wales Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
Musician's Minimum Basic Scale Fee	\$54.64	\$56.55	COLA + 0.5%	COLA	COLA
Music Director / Conductor	\$109.29	\$113.12	COLA + 0.5%	COLA	COLA

Royal Alexandra Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
Musician's Minimum Basic Scale Fee	\$56.19	\$58.16	COLA + 0.5%	COLA	COLA
Music Director / Conductor	\$111.86	\$115.78	COLA + 0.5%	COLA	COLA

**CAA (formerly Panasonic)
Theatre**

	2017/18	2018/19	2019/20	2020/21	2021/22
Musician's Minimum Basic Scale Fee	\$50.00	\$51.75	COLA + 0.5%	COLA	COLA
Music Director / Conductor	\$100.01	\$103.51	COLA + 0.5%	COLA	COLA

21.2 ORCHESTRAL REHEARSAL HOURLY FEE

Ed Mirvish Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
Musician's Minimum Basic Scale Fee	\$54.64	\$56.55	COLA + 0.5%	COLA	COLA
Music Director/Conductor	\$109.29	\$113.12	COLA + 0.5%	COLA	COLA

Princess of Wales Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
Musician's Minimum Basic Scale Fee	\$54.64	\$56.55	COLA + 0.5%	COLA	COLA
Music Director / Conductor	\$109.29	\$113.12	COLA + 0.5%	COLA	COLA

Royal Alexandra Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
Musician's Minimum Basic Scale Fee	\$56.19	\$58.16	COLA + 0.5%	COLA	COLA
Music Director / Conductor	\$111.86	\$115.78	COLA + 0.5%	COLA	COLA

**CAA (formerly Panasonic)
Theatre**

	2017/18	2018/19	2019/20	2020/21	2021/22
Musician's Minimum Basic Scale Fee	\$50.00	\$51.75	COLA + 0.5%	COLA	COLA
Music Director / Conductor	\$100.01	\$103.51	COLA + 0.5%	COLA	COLA

21.3 UNSCHEDULED REHEARSAL OVERTIME

Unscheduled rehearsal overtime shall be paid in fifteen (15) minute segments at one and one-half (1 1/2) times the regular rehearsal fees as set out in Article 21.2 ORCHESTRAL REHEARSAL HOURLY FEE.

Ed Mirvish Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
Musician's Minimum Basic Scale Fee	\$20.62	\$21.34	COLA + 0.5%	COLA	COLA
Music Director/Conductor	\$41.24	\$42.68	COLA + 0.5%	COLA	COLA

Princess of Wales Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
Musician's Minimum Basic Scale Fee	\$20.62	\$21.34	COLA + 0.5%	COLA	COLA
Music Director / Conductor	\$41.24	\$42.68	COLA + 0.5%	COLA	COLA

Royal Alexandra Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
Musician's Minimum Basic Scale Fee	\$21.65	\$22.41	COLA + 0.5%	COLA	COLA
Music Director / Conductor	\$43.30	\$44.82	COLA + 0.5%	COLA	COLA

CAA (formerly Panasonic) Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
Musician's Minimum Basic Scale Fee	\$20.10	\$20.80	COLA + 0.5%	COLA	COLA
Music Director / Conductor	\$40.21	\$41.62	COLA + 0.5%	COLA	COLA

21.4 REHEARSAL PIANIST'S / MUSICIAN'S WEEKLY FEE

A minimum of twenty-one (21) hours shall be guaranteed in each week of the engagement. The rehearsal pianist shall be informed prior to the first rehearsal of the week that the weekly rate shall apply. If the musician is not informed that he/she will be engaged at the weekly rate, the hourly rate (as per 21.5) shall apply for the first twenty (20) hours of rehearsal. The weekly rate per hour shall apply for each additional hour.

Ed Mirvish Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
Per hour: Two (2) hour minimum call:	\$61.34	\$63.49	COLA + 0.5%	COLA	COLA
Each additional hour over 42 hours	\$80.93	\$83.76	COLA + 0.5%	COLA	COLA

Princess of Wales Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
Per hour: Two (2) hour minimum call:	\$61.34	\$63.49	COLA + 0.5%	COLA	COLA
Each additional hour over 42 hours	\$80.93	\$83.76	COLA + 0.5%	COLA	COLA

Royal Alexandra Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
Per hour: Two (2) hour minimum call:	\$62.38	\$64.56	COLA + 0.5%	COLA	COLA
Each additional hour over 42 hours	\$81.96	\$84.83	COLA + 0.5%	COLA	COLA

**CAA (formerly
Panasonic) Theatre**

	2017/18	2018/19	2019/20	2020/21	2021/22
Per hour: Two (2) hour minimum call:	\$59.28	\$61.35	COLA + 0.5%	COLA	COLA
Each additional hour over 42 hours	\$74.23	\$76.83	COLA + 0.5%	COLA	COLA

21.5 REHEARSAL PIANIST'S / MUSICIAN'S HOURLY FEE

Ed Mirvish Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
Per hour: Two (2) hour minimum call:	\$91.24	\$94.43	COLA + 0.5%	COLA	COLA

**Princess of Wales
Theatre**

	2017/18	2018/19	2019/20	2020/21	2021/22
Per hour: Two (2) hour minimum call:	\$91.24	\$94.43	COLA + 0.5%	COLA	COLA

**Royal Alexandra
Theatre**

	2017/18	2018/19	2019/20	2020/21	2021/22
Per hour: Two (2) hour minimum call:	\$92.27	\$95.50	COLA + 0.5%	COLA	COLA

**CAA (formerly
Panasonic) Theatre**

	2017/18	2018/19	2019/20	2020/21	2021/22
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Per hour:
Two (2)
hour minimum
call:

	\$87.64	\$90.71	COLA + 0.5%	COLA	COLA
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21.6 AUDITION ACCOMPANIST HOURLY FEE

**Ed Mirvish
Theatre**

	2017/18	2018/19	2019/20	2020/21	2021/22
a) Per hour, for first 12 hours per week. May be pro-rated in one-half hour segments.	\$110.32	\$114.18	COLA + 0.5%	COLA	COLA
b) Each additional hour or part thereof, over 12 hours.	\$66.50	\$68.83	COLA + 0.5%	COLA	COLA

Princess of Wales Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
a) Per hour, for first 12 hours per week. May be pro-rated in one-half hour segments.	\$110.32	\$114.18	COLA + 0.5%	COLA	COLA
b) Each additional hour or part thereof, over 12 hours.	\$66.50	\$68.83	COLA + 0.5%	COLA	COLA

Royal Alexandra Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
a) Per hour, for first 12 hours per week. May be pro-rated in one-half hour segments.	\$104.65	\$108.31	COLA + 0.5%	COLA	COLA
b) Each additional hour or part thereof, over 12 hours.	\$66.50	\$68.83	COLA + 0.5%	COLA	COLA

**CAA (formerly
Panasonic)**

Theatre

	2017/18	2018/19	2019/20	2020/21	2021/22
a) Per hour, for first 12 hours per week. May be pro-rated in one-half hour segments.	\$77.33	\$80.04	COLA + 0.5%	COLA	COLA
b) Each additional hour or part thereof, over 12 hours.	\$51.55	\$53.35	COLA + 0.5%	COLA	COLA

Total hours under 21.6 should not exceed forty (40) hours in each engagement week. Any time in excess of forty (40) hours in a week shall be paid as per 21.6 (a).

21.7 PREMIUM DUPLICATING

There shall be no duplication or pyramiding of premium or overtime rates.

21.8 MISSING PERFORMANCE FOR REHEARSAL

Where a musician is required to miss a performance in order to play for a rehearsal, the musician will receive his/her hourly rehearsal fee or performance fee, whichever is greater.

21.9 MINIMUM NOTICE FOR CANCELLED REHEARSAL

Rehearsal musicians and audition accompanists shall be paid for any cancelled rehearsal or audition calls when a scheduled rehearsal or audition call is cancelled with less than 24 hours notice.

22 REHEARSAL BREAKS

During all rehearsals there shall be a break of not less than ten (10) minutes per hour. A rehearsal break shall not be taken in the first half (1/2) hour or the last half (1/2) hour of the scheduled rehearsal and no rehearsal shall continue for more than one and one-half (1 1/2) hours without a break. During all rehearsals and auditions the musician(s) will receive a meal break of not less than one (1) hour, not later than five (5) hours after the beginning of the call. Subsequent meal breaks shall be called not later than five (5) hours after the expiration of the previous meal break. For any call exceeding five (5) hours the musician(s) will receive overtime as described in Article 10 OVERTIME until the meal break is called or the musician is released.

23 ELECTRONIC MUSICAL DEVICES

A musician performing on EMD's (synthesizers, samplers, keyboards, percussion trigger devices or modules, of any number or in any midi configuration), shall be paid an additional twenty-five percent (25%) of a musician's minimum basic fee.

24 DOUBLING

A musician performing on any additional instrument both during rehearsals and performances shall be paid, in addition to the musician's minimum basic scale fee, the following additional amounts:

- A) for the first double, twenty-five percent (25%) of the musician's minimum basic scale fee.
- B) for the second double, fifteen percent (15%) of the musician's minimum basic scale fee.
- C) for each additional and subsequent double, fifteen percent (15%) of the musician's minimum basic scale fee.
- D) When a musician is required to play an instrument with music properly written for another instrument, and transposition is necessary, then the musician shall receive an additional payment of twenty-five percent (25%) of the musician's minimum basic scale fee.

24.1 PERMITTED DOUBLES

The following doubling by a musician is permitted without any increase in payment over and above the musician's minimum basic scale fee.

- A) Piano (acoustic) and Celeste, (when the instruments are furnished by the Producer).
- B) Organ and Celeste, (when the instruments are furnished by the Producer).
- C) A and Bb Clarinet
- D) Alto Saxophone and Tenor Saxophone

24.2 PERCUSSION

Instruments which a percussionist may be required to play are grouped into six (6) categories (see Appendix A.) Percussionists must each be engaged in only one of the categories (the "basic category"). The election of the "basic categories" shall occur prior to the commencement of rehearsals and shall require the approval of the Music Director/Conductor and the Contractor. Any or all of the instruments within the "basic category" may be played at the musician's minimum basic scale fee as provided for in this Agreement.

Where a percussion instrument is required that is included in the grouping for more than one (1) of the six (6) categories, the Contractor, in consultation with the Musical Director/Conductor and the percussionist will decide which category is to be used.

Instruments of an uncommon and unusual nature that are required in the musical score and are not considered standard to any of the six (6) categories will be provided by the Producer if not owned by the musician.

25 CARTAGE

Musicians engaged by the Producer to play the following instruments shall have said instruments transported to and from the place of engagement by a common carrier or musicians' cartage service at the expense of the Producer. Payment for such cartage will require the Producer's advance approval, which will not be unreasonably withheld.

- Harp
- Timpani

- Any acoustic or electronic keyboard instrument and related amplification and electronic equipment.
- Percussion instruments (including drum set, mallet keyboard instruments and any electronic music devices and related amplification equipment where required).
- Electric guitar and electric bass where amplifiers and related electronic equipment are required.

26 SUBSTITUTE MUSICIANS

Contracted musicians shall have the right to engage permissible substitutes during the run of the show. The intent of the foregoing is to allow musicians to absent themselves for reasons which include but are not limited to:

- obtaining occasional outside employment of limited duration.
- maintaining interest and professionalism during the run of the show.
- avoiding loss of identity in the market place.

Permission for musicians to be absent shall not be unreasonably denied.

Prior to the actual date on which all contracted musicians become eligible to absent themselves each musician shall furnish the Musical Director/Conductor with a list of available substitutes for the musician's chair. The Musical Director/Conductor shall review each musician's list to determine whether a substitute is acceptable. The approval of a substitute shall not be unreasonably denied. If the Musical Director/Conductor finds a substitute unacceptable the musician shall replace the substitute with an acceptable substitute. The Musical Director/Conductor may require more than two substitutes for certain chairs.

A substitute shall make best efforts to adequately prepare the musical part prior to the first performance in the orchestra pit. The Producer shall provide properly marked study parts and a recording of a performance of the production for the use of substitutes.

Not later than the Friday of the first week of paid public performances of the Production the Players' Committee and the Musical Director/Conductor shall meet to determine:

- that the orchestra sections as specified by the Musical Director/Conductor are satisfactory for the purposes of determining the allowable number of substitutes per section. These sections may include but are not limited to; Strings, Trumpets, Horns, Trombones, Clarinets, Flutes, Oboe/Bassoon, Harp, Keyboards, Guitar/Bass, and Drums/Percussion.
- How many substitutes may appear in each orchestra section during a performance. (Notwithstanding, not more than one new substitute shall be allowed in any given section during any performance).

Once the contracted musician's list of substitutes has been accepted, each substitute therein becomes subject to the Musical Director/Conductor's further approval by virtue of the substitutes performance. The approval of a substitute shall not be unreasonably denied. The Musical Director/Conductor shall have complete authority over the return of a substitute, based on the substitutes performance.

A musician shall have the right to be replaced by an approved substitute up to a maximum of thirty (30) performances within a period of one hundred and four (104) consecutive performances.

Permission for musicians to be replaced by an approved substitute shall not be unreasonably denied.

Except for illness or other emergency, a musician desiring leave from a performance shall make a written request to the Musical Director/Conductor and the Contractor or designate at least twenty-four (24) hours in advance of the date of requested leave of absence. The musician must notify the Contractor of the name and AFM Local number of the substitute, confirm that the substitute has been notified by the musician and confirm that the substitute will perform.

Not later than twelve (12) weeks from the date of the opening night performance the Musical Director/Conductor will accept and designate one or more musician(s) from each musician's list of substitutes as "designated" substitutes per orchestra section. "Designated" substitutes will not be counted as a substitute. If a "designated" substitute cannot appear and the number of permissible substitutes in the section would otherwise be exceeded, the musician must appear for the performance.

The right of musicians to absent themselves may be withheld during preview performances and the scheduling of substitutions during the first sixteen (16) performances shall be subject to the approval of the Musical Director.

If a musician is to be absent in excess of two (2) weeks, the musician may make a written request for a formal leave of absence. At the conclusion of an approved leave of absence the musician shall assume his/her original position. Such leave shall not be unreasonably denied.

27 WORKING CONDITIONS

27.1 TEMPERATURE

The Producer shall use its best efforts to maintain a comfortable temperature and comfortable level of humidity in all performance and rehearsal areas. Said temperature to be no less than eighteen (18) degrees Celsius and no more than thirty (30) degrees Celsius. The acceptable temperature/humidity levels of heating/air conditioning shall be obtained at least one hour prior to curtain time and be maintained thereat throughout the performance or rehearsal. When musical instruments must be stored or left in the theatre between performances the above conditions shall be maintained at all times.

27.2 AIR QUALITY

The Producer shall use its best efforts to maintain a safe and comfortable level of air quality in the performance working areas particularly when pyrotechnical devices, smoke and dry ice are used in the production. In the case of smoke, toxic substances or other impurities invading the orchestra pit area, the Producer shall provide additional ventilation if so requested by the Association. The Producer shall post, in a conspicuous place, data sheets containing specific technical information for all such substances used in the production.

27.3 LIGHTING

The Producer shall provide adequate lighting for each musician on each music stand or keyboard rack at rehearsals and performances.

27.4 CHAIR

The Producer shall provide a well maintained chair of medium to low height with a flat back and a level, padded seat, for each performing musician.

27.5 DRESSING ROOM FACILITIES

The Producer shall, to the best of its ability, provide the musicians with a convenient, exclusive dressing space, secure personal lockers and a secure large instrument storage space. The dressing space will be free of stored equipment or other obstructions. The Producer shall provide sanitary washrooms, which are consistent with existing facilities in similar venues. Washrooms will be supplied with soap, toilet tissue and paper towels. Locker rooms, washrooms and performing areas shall be cleaned on a weekly basis.

27.6 OBSTACLE FREE ACCESS

Obstacles, (e.g. bicycles, boxes, garment racks, etc.), shall not be placed in passageways in such a way as to hinder musicians carrying instruments from entering the theatre through the stage door or from accessing the orchestra pit, dressing rooms or green room.

27.7 ACOUSTIC PIANO

If an acoustic piano is specified in the musical score and consequently is part of the orchestra during rehearsals and performance, the instrument provided by the Producer shall be an acceptable grade standard. The piano so furnished shall be properly maintained and tuned at reasonable intervals as specified and determined by the Musical Director/Conductor.

27.8 SOUND LEVELS

Effective hearing protection, (i.e. ear plugs, etc.), shall be provided for any musician exposed to consistent sound levels which exceed 90dB for a total of fifteen (15) minutes in an eight (8) hour period, upon the request of the musician or his/her representative.

Effective hearing protection shall be provided where instantaneous sound levels exceed the Ontario Occupational Health & Safety Act (Sec. 139) maximum permitted level of 115 dB and a musician is closer than five (5) metres to the sound source.

Where the sound levels specified in this Article are exceeded, the Producer shall install suitable and effective protective devices such as acoustical shields and enclosures.

27.9 OBSTRUCTIONS IN THE ORCHESTRA PIT

No machinery, obstructions, construction, amplifiers, (other than amplifiers attached to and used in conjunction with musical instruments), or monitors, which substantially reduce the musicians' available playing area from the area that would otherwise be available without such impediments, shall be placed in the orchestra pit prior to consultation with the Association. Any placements of the aforesaid nature will require Association approval and may be subject to removal. Such approval will not be unreasonably be denied.

27.10 EMERGENCY EXITS

All emergency exits shall be clearly marked and a diagram of same posted in the musicians' locker room and on the door(s) to the orchestra pit.

27.11 DRINKING WATER

Ample, pure, cool drinking water shall be provided within reasonable access to the musician(s) whenever the musician is required to rehearse or perform.

27.12 STEWARD POLICY REVIEW

The Producer shall ensure that the Musical Director, Contractor and all musicians engaged for a production are in attendance for the first five (5) minutes of the first rehearsal, beginning at the time the rehearsal is called, when the Steward shall speak to all in attendance to review the working conditions and discrimination and harassment policy and procedure.

28 TUNING TIME

The Musical Director/Conductor shall liaise with theatre technical staff so as to ensure that adequate instrument tuning time, appropriate to the circumstances, shall be made available prior to the half-hour and/or curtain for musicians.

29 RECORDING

29.1 UTILIZATION OF AFM MEMBERS & AGREEMENTS

If the Producer, alone or in association with any entity, produces for any purpose a film, video, commercial announcement or "The Making of Video or Film", or "documentary", or any other electronic transcription in the jurisdiction of Local 149, and if in its sole discretion the Producer chooses to use the Toronto music in the above uses, the Producer agrees that only AFM members shall be engaged for such production. The Producer also agrees that the terms and conditions of the applicable AFM Electronic Agreements will apply to all aforementioned recordings and that the fees paid to the musicians will be no less than the minimums set out in those Agreements. Where an electronic transcription is not covered by an AFM Agreement the Association will negotiate with the producer the minimum fees and conditions on a case by case basis.

29.2 PROHIBITION ON THE USE OF VIRTUAL ORCHESTRA

The Theatre agrees not to use a virtual orchestra or any other mechanical, synthetic or technical manifestation of a virtual orchestra to reproduce music, except with the specific written approval of the Toronto Musicians' Association.

29.3 CAST RECORDING

If the Producer produces a transcription of the "Toronto Production" which is titled and/or characterized as the "Toronto" or "Canadian Cast Recording", then the Producer shall guarantee

the offer of engagement to all contracted members of the orchestra who are engaged under the terms of this Agreement, to the extent that the musicians are required for any such transcription.

29.4 LIMITED NON-COMMERCIAL PROMOTIONAL, CHARITABLE AND NEWS RELATED BROADCASTS

A non-commercial promotional recording may be recorded during a regularly scheduled rehearsal or performance without payment to the musicians. This recording may be utilized in the following manner:

- a) For news / current affairs programs (such as an "opening night special") and electronic press kits utilized for news / current affairs programming.
- b) For a promotional "video" loop utilized for closed circuit hotel systems, hotel lobby displays, sales kiosks and retail mall kiosks.
- c) When stage performers are appearing on a bona fide charitable "telethon" broadcast, or a non broadcast promotional appearance in a venue where no admission has been charged, this recording may be used to accompany the performers provided the producer has the written approval of the Association. Approval shall not be unreasonably withheld.
- d) For the express purpose of demonstrating the nature of the work to potential sponsors, investors and performance presenters.
- e) For the express purpose of sales promotion to group sales clients, tour bus operators and educational institutions.

This recording may only be utilized in the manners described in 28.3 a), b), c), d) and e) based on the following limitations:

- The musicians and the Association are informed in writing of the recording no later than twenty-four (24) hours prior to the recording. Notice to the musicians may be given to the Contractor or posted on the musicians' call board.
- No such recorded clip shall exceed four (4) minutes or the length of one number, whichever is greater.
- No more than two (2) such recorded clips may be utilized in a broadcast of thirty (30) minutes or less and no more than three (3) such recording clips may be utilized in a broadcast greater than thirty (30) minutes but less than sixty-one (61) minutes.

Such recordings cannot be used for documentary segments.

The Producer agrees and accepts that the Producer will not utilize the provisions of this article to permit broadcasters, media producers or other exhibitors to produce "clip programs" for broadcast or distribution.

A maximum of two (2) minutes of performance or rehearsal recording may be presented on the Mirvish Productions website during the current run of the production provided the Producer notifies the Association in advance in writing. The written notification shall include confirmation that the material cannot be downloaded and that Mirvish Productions is not receiving any revenue for use of the recording. The Producer shall take all reasonable measures to prevent any unauthorized use of the material.

The use of the recording shall be restricted to the current run of the production or a remount of the production produced in North America or Great Britain. The exceptions shall be:

- i) Usage of this promotional recording may continue beyond the run of the current production to permit Mirvish Productions to demonstrate their work to investors or for sales promotion of future or new productions by Mirvish Production in the manner described in this Article 28.3.
- ii) Provided the Producer obtains written permission from the Association in advance, Mirvish Productions may use material from the recording for use in a compilation or montage of other Mirvish shows to promote itself. The Association's permission will not be unreasonably withheld.

No other use shall be made of such recordings.

The Association and the Musicians shall receive appropriate recognition in the same manner as accorded to any other association, union or artistic personal credited on any utilization of this recording.

29.5 UTILIZATION OF EXISTING MUSIC

Nothing in Articles 29.1 UTILIZATION OF AFM MEMBERS & AGREEMENTS, 29.2 PROHIBITION ON THE USE OF VIRTUAL ORCHESTRA, or 29.3 CAST RECORDING shall preclude the Producer from having the right to utilize or continue to use other existing music, subject to the payment of the applicable AFM fees.

29.6 BACKGROUND MUSIC

Recordings, tape, or other mechanical devices or transcriptions may not be used to accompany or to provide background music to live stage performances in the theatre, except as may be authorized by the Association.

29.7 ARCHIVAL RECORDING

An audio-video or audio tape of a production may be made for archival purposes under the following conditions:

The musicians and the Association shall be notified, by written notice, of the recording not later than twenty-four (24) hours prior to the recording.

The recording must not be edited, copied or distributed in any manner.

The recording is to be used exclusively for archival, reference and study purposes.

The recording shall remain under the control of the Producer and will not be sold, leased, licensed or lent out for any purpose.

The recording may not be replayed in public or broadcast in any manner.

The tape shall be labeled "For Archival and Study Purposes Only".

Should the recording ever be utilized by any party for any purpose not explicitly set forth herein the Producer agrees to enter into and fulfill all conditions required by the appropriate agreement of the AFM and/or TMA, including, but not limited to the payment of the prevailing fees and allied benefits as required therein.

30 DISCIPLINE AND DISCHARGE

The Producer or their representatives shall not discipline or discharge any musician except for just cause.

30.1 DISPUTE RESOLUTION

Except as provided hereafter this Article shall be subject to and construed by the laws of the Province of Ontario.

The following procedure will apply in the event that any difference or dispute arises relating to the interpretation, application, administration or alleged violation of this Agreement, including whether a matter is arbitrable. It is the intent of the parties that any dispute under the terms of this Agreement will be resolved as expeditiously as possible.

A grievance may be initiated by a musician, a group of musicians, the Association or the Producer. A grievance may only be filed by the Association or the Producer. The TMA will have full carriage of any grievance initiated by a musician(s) and may settle or pursue the grievance as the Association sees fit.

Step 1.

Prior to invoking the grievance procedure it is anticipated that the parties shall wherever possible try to resolve the issue.

Step 2.

In the event that the dispute is not resolved at Step 1, the concern or dispute that is the source of the grievance must be presented to the Producer and the Association in writing within thirty-one (31) days from the date that the grieving party became aware or should have become aware of the alleged infringement. Representatives of the Association and the Producer shall meet within fourteen (14) days (or on a mutually agreed upon date) of the receipt of the grievance in order to discuss and attempt to resolve the disagreement amicably.

At this meeting each party shall be represented by an equal number, (such number to be mutually agreed upon between the parties). At the conclusion of the meeting the parties may agree upon a resolution, agree to reconvene the meeting, or failing an agreement continue to Step 3.

Step 3.

Should the issue remain unresolved, within twenty-one (21) days, (not including statutory holidays), either party may refer the grievance to a single arbitrator. The parties shall endeavor to agree on an arbitrator. If the parties are unable to agree on an arbitrator the Ministry of Labour will be asked to appoint an arbitrator. The decision of the arbitrator shall be final and binding upon the parties and the musicians covered by this Agreement. The expenses of the arbitrator shall be shared equally between the Producer and the Association except that each party shall be responsible for its own legal fees.

31 INSURANCE

Notwithstanding that the Producer will have certain liability and other types of insurance coverage in effect at the time of commencement of musicians' services to be provided hereunder, the Producer will provide insurance coverage for the benefit of the musicians as follows:

a) The Producer shall obtain and maintain insurance coverage on all applicable orchestral instruments, in the care, custody and/or control of the Association and its musicians during all rehearsals, performances and the between-show period (24 hour coverage for all non-portable instruments owned and supplied by a musician) for a minimum of \$250,000 for each occurrence

regardless of the number of instruments, less \$500.00 deductible. In any event the insurance coverage for each production shall be no less than the total appraised value of all instruments for each occurrence. The musician shall provide an appraisal of their instrument(s) to aid the Producer in obtaining insurance. The musician shall provide above noted appraisal as soon as possible after engagement by the Producer.

b) The producer shall provide public liability and property damage insurance with a minimum limit of \$5,000,000.00 to cover personal injury liability, contractual liability, contractor's protection liability and non-owned automobile liability. The policy will be subject to an all loss deductible of \$5,000.00. The Payee of the deductible will be determined on a case by case basis by mutual agreement of the parties.

31.1 CERTIFICATE OF INSURANCE

The Producer shall, at the request of the Association, provide a Certificate of Insurance for the policies required in Article 31 INSURANCE, adding the Toronto Musicians' Association Local 149 and the Association's respective Directors, Officers, Employees and Agents as additional insured in these policies. The Producer will provide thirty (30) days advance notice to The Association of any material change or cancellation of the policies.

32 FORCE MAJEURE

Force Majeure means an event where the musicians are prevented from rehearsing or performing because of the serious and prolonged illness or death of a prominent member of the cast of the production, or because of fire, accident, strikes, riots, Acts of God, acts of the public enemy, or any other cause which could not have been reasonably anticipated or prevented by the Producer. Should such a Force Majeure event occur the musicians shall be entitled to receive the normal weekly compensation payable hereunder. When a performance is lost as a result of a Force Majeure event, the Producer may reschedule the lost performance in accordance with the provisions of this Article without any additional payment to the musicians for such performance.

Lost performance re-scheduling shall be subject to the following rules:

- a) No performance may be scheduled on the Free Day.
- b) No performance may be scheduled in such a manner that would require the musicians to perform in more than five (5) performances in three (3) days.
- c) No performance may be scheduled in such a manner that would require the musicians to perform in more than two (2) performances in one (1) day.
- d) No more than two (2) performances may be re-scheduled per each occurrence of a Force Majeure event.
- e) If two (2) performances are re-scheduled there must be least thirteen (13) days between re-scheduled performances.
- f) Lost performances may only be re-scheduled if the losses for such performances were not compensated by cancellation insurance.

Should any of the Force Majeure conditions continue for a period of ten (10) calendar days or more, the Producer may terminate the CA1-P engagement contract immediately and pay the musicians for all services rendered to the date of termination. Similarly, each musician shall also have the right to give notice of immediate termination of services to be rendered hereunder.

33 PREGNANCY AND PARENTAL STATUS - MATERNITY & PARENTAL LEAVE

A musician's pregnancy or parental status shall not prevent the musician from enjoying full and equal engagement opportunities. Under no circumstances shall a musician's pregnancy be considered grounds for termination unless the musician is unable to fulfill her musical obligations as determined by the Musical Director in consultation with the Producer, the Contractor and the Association.

34 NEW MUSICAL DEVELOPMENT

(A) Workshop

No paid audience.

Invited guests are permitted.

Fees - 75% of normal basic Performance, Orchestral Rehearsal, Rehearsal Pianist/Musician and Audition Accompanist fees as per the Mirvish / TMA Agreement raised to the next dollar.

Performance Fees may be pro-rated in 1/8ths.

No requirement for Contractor for less than 10 musicians.

Contractor when engaged shall receive no less than 75% of 150% of the musician's basic fee. The Contractor fee shall be in addition to any performing fee.

If for any reason a musician, Conductor/Music Director, or the Contractor is not offered a contract to perform the first Mirvish production of the musical work-shopped under this article, the musician contracted for the workshop shall be paid an additional 25% of the basic fees applicable at the time of the workshop for all services the musician performed during the workshop process. For clarity; such musician (Contractor) will be paid the difference (including pension) for his/her services for the workshop, to equal 100% of the fees as per the Agreement.

(B) New Musical

Discounted fees in order to encourage the production of new musicals.

In order to qualify for this Article the production must be of a musical that has never been commercially produced in Canada or a production transferred from a major festival i.e. Stratford, Shaw, Charlottetown, etc., or received a Broadway, Off Broadway or first class production in the US or an equivalent to first class production in the U.S. or elsewhere, (i.e. large LORT or West End theatre).

Regular rates apply throughout for Rehearsal Musician / Pianist, (currently 21.4 & 21.5) and Audition Accompanist, (21.6).

For a New Musical, (qualifying under this article), scheduled to run and running 8 full performance weeks the Producer may make a 15% reduction, in orchestra rehearsal fees, (Article 21.2 ORCHESTRAL REHEARSAL HOURLY FEE and Article 21.3 UNSCHEDULED REHEARSAL OVERTIME), and performance fees, (Article

18 WEEKLY PERFORMANCE FEES and Article 19 OVERTIME PERFORMANCE FEES), for the 4 weeks beginning the week of the first public performance, (fees following reduction raised to the next dollar).

For a production scheduled for and running 10 full performance weeks the reduction is for the first 5 weeks based on the same requirements.

For a production scheduled for and running 12 full performance weeks the reduction is for the first 6 weeks, based on the same requirements.

The maximum number of discounted (reduced) weeks is 6.

If the production is scheduled for less than 8 full weeks of performance this article does not apply.

If the production closes for any reason prior to the scheduled run pertaining to the number of discounted weeks required, the Producer shall reimburse the musicians to 100% of the musicians' normal fees for the applicable number of weeks.

For clarity, if a production scheduled to run 12 performance weeks closes after 11 performance weeks and the musicians have been being at 85% for the first six weeks, the Producer shall reimburse the musicians 15% one week's fee as the production would therefore qualify for 5 weeks of reduced fee.

IN WITNESS WHEREOF the parties hereto have executed this Agreement consisting of Pages 1 through 33 and Appendix A through C.

FOR MIRVISH PRODUCTIONS

**FOR TORONTO MUSICIANS'
ASSOCIATION**

(date)

(date)

APPENDIX "A" - PERCUSSION CATEGORIES

1. Timpani

2. **Mallet Instruments:** The percussionist may play three of the following mallet instruments only. For each additional mallet instrument played a doubling fee will be paid in accordance with the additional fees set out in Article 24 DOUBLING.

Xylophone

Vibraphone

Marimba

Chimes (Tubular Bells)

Orchestra Bells (Glockenspiel)

Crotales

Other chromatic or diatonic acoustic mallet keyboard instrument

3. **Drum Set:** Drum set will consist of Bass Drum, Snare Drum, Tom Toms, Rote Toms, Hi Hat, Cow Bell, Triangle and Wood Block.

4. **Electronic Music Devices:** Electronic Music Devices include any and all electronic mallet keyboard, pad and triggering devices used in conjunction with sound modules or sampling devices played by the percussionist.

5. **Traditional Percussion and Sound Effects:** Traditional percussion and sound effects will include non-pitched percussion instruments found in standard symphonic repertoire including but not limited to those in the following list.

Concert Bass Drum

Snare Drum (Field Drum, Tenor Drum, Parade Drum)

Cymbals and Piatti

Sound Effects (Slide Whistle, Pop Gun, Car Horns, Slapstick, Ratchet, etc.)

Gongs and Tam Tams

Tambourine, Triangle, Finger Cymbal, Mark Tree, Bell Tree, Wood Block

6. **Latin Percussion:** The Latin Percussion category refers to hand drums, shakers, bells, rattles and related percussion instruments of ethnic origin most of which do not appear in the standard symphonic repertoire, including, but not limited to the following.

Conga Drums

Timbales (including cow bells and cymbals)

Shakers, Maracas, Casaba, Claves

Gongs and Tam Tams

Tambourine, Triangle, Finger Cymbals, Mark Tree, Bell Tree, Wood Block

APPENDIX "B" - HARASSMENT POLICY

DISCRIMINATION AND HARASSMENT POLICY AND PROCEDURE

Policy Statement

The Union and the Producer will strive to work together to provide an environment that is free of harassment and supportive of personal dignity, self-esteem and fair treatment.

This Policy Statement endorses Ed Mirvish Enterprises Limited's (EMEL) ("The Company") position regarding all discrimination and harassment.

The Ontario Human Rights Code prohibits discrimination on the basis of race, ancestry, place of origin, ethnic origin, age, colour, citizenship, creed, sex, sexual orientation, marital status, family status, handicap, record of offenses or pregnancy.

Any type of harassment is a form of discrimination, and is so recognized under Human Rights legislation/Code.

This Company is committed to ensure that all its employees have a working environment that is free from discrimination and harassment.

This Company will consider harassment and discrimination a form of employee misconduct which seriously undermines the integrity and morale of the employment relationship.

This Company will take all reasonable steps to ensure that its employees, customers, vendors, contractors, patrons, unions, visitors and trades people are not subject to harassment and/or discrimination in any form.

RESPONSIBILITY

All management staff is responsible for ensuring that all employees and workers under its supervision are aware of our policies, rules and procedures and shall not allow or condone behaviour contrary to our policies, rules and procedures.

Furthermore, management at all locations will take the necessary steps to ensure that customers, vendors, contractors, patrons, unions, visitors and trades people are also made aware of the intent of our policies, rules and procedure.

In addition, all employees and workers have the responsibility not to discriminate against or harass other employees, customers, vendors, contractors, patrons, union personnel, visitors and trades people.

DEFINITION OF HARASSMENT

Harassment in the workplace can take many forms but can generally be defined as comments and/or conduct which is perceived by an individual or group of individuals as intimidating, malicious, degrading, humiliating or otherwise offensive.

Harassment can include verbal comments, physical gestures or visual conduct which suggests a racial, ethnic or other types of behaviour which, in the employee's or worker's opinion, fails to respect their dignity and impairs their ability to perform their job.

Harassment also extends to comments or conduct of a sexual nature. Any behaviour toward any employee or worker by a manager, supervisor, co-employee, customer, vendor, contractor, patron, union and trade person which constitutes:

physical contact such as unwelcome touching, patting, kissing etc.;

Leering, staring or obscene or offensive gestures;

Sexual suggestive jokes, remarks or innuendoes;

Taunting comments with respect to personal physical appearance, attractiveness or un-attractiveness;

Display or distribution or sexually explicit posters, calendars, cartoons or graffiti;

Demands for sexual favours or persistent advances of a sexual nature;

Crude or suggestive comments regarding an employee's personal life;

Sexual assault;

Or other verbal or physical conduct of a sexual nature.

This behaviour will be considered to be sexual harassment when:

Submission to such conduct is made a condition of an individual's employment.

Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.

Such conduct has the purpose or effect of interfering with an individual's work performance or creating an unfriendly or offensive work environment.

Other types of harassment include any comments or conduct which is motivated by or reflects a prohibited ground of discrimination and, for example, consists or:

written or verbal abuse;

racial or ethnic slurs;

remarks, jokes, innuendoes or taunting about attire, age, race, colour, marital status, ethnic origin or religion;

racial, ethnic origin or religious graffiti;

practical jokes which cause awkwardness or embarrassment.

PROCEDURES FOR REPORTING INCIDENTS

Every reported incident of employee or worker harassment will be promptly and thoroughly investigated by management with the co-operation of all the employees concerned. Management shall respect the confidences and sensitivities of all persons involved in the incident.

The concerned employee will be afforded protection from retaliation, and the results of any investigation of alleged harassment shall be promptly communicated to the employees' and the union's concerned in writing. All investigations shall be properly documented. Where charges of employee harassment are substantiated, appropriate corrective action will be taken. Appropriate action will range from counselling up to and including termination of employment without any form of compensation.

Informal Discussion

Employees and worker's retain the right to deal with harassment incident(s) on their own behalf. For example, an individual may wish to resolve the issue by directly addressing the person(s) involved. In any case a written report must still be given to the Personnel Office and to the Department Head. However, if a resolution is not reached to his/her satisfactory, the employee has the right to submit a formal written complaint to the person in charge and upper management.

Formal Written Complaint

Formal written complaints should be addressed to the person's immediate supervisor, the Department Manager, the Personnel Office, the person(s) accused, and the union representative (if applicable). At this stage, management will advise all parties of optional routes, time frame, consequences and procedures.

Management will attempt to reach an informal resolution. However, if a resolution is not reached, a formal meeting between management, the union representative (if applicable), and the concerned parties will take place.

REPRISALS

Employees will not be demoted, dismissed, disciplined or denied promotion, advancement or employment opportunities, threatened, subject to verbal or physical abuse because he/she rejected sexual advances of another employee or because he/she has lodged a harassment complaint.

DISCIPLINE

Employees found to have engaged in conduct that is contrary to our policies, rules and procedures will be subject to disciplinary action, up to and including termination of employment without any form of compensation.

Any technical questions regarding this policy should be directed to EMEL Director of Labour Relations & Human Resources, or the TMA's Executive Director.

APPENDIX C - PAMPHLET "B" RULE 24: LOCAL MINIMUMS

A. Upon expiration of any local agreement in effect on January 29, 1992 where there is an existing minimum number of musicians contained therein, the Local Union may continue to set minimums in collective bargaining provided that those minimums shall not exceed sixteen (16) Local Union Musicians for Pamphlet B Touring Theatrical Musicals, subject to Paragraphs B. - E. below.

April 1, 2009– March 31, 2011

B. For engagements of one (1) week or less, local minimums will not apply to tours that are traveling under Pamphlet B except that when local augmentation is required, local Musicians shall be employed.

C. For engagements of more than one (1) week and up to six (6) weeks, no local agreement shall require the engagement of more local musicians than called for by the specific Pamphlet B production, minus up to five (5) Musicians traveling under this Agreement.

D. For engagements of more than six (6) weeks, no local agreement shall require the engagement of more local musicians than called for by the specific Pamphlet B production, minus up to three (3) Musicians traveling under this Agreement.

E. The Federation President of his/her designee, in consultation with the producer, shall establish whether the Musicians are an integral part of the show and, if so, the show shall be classified as a self-contained unit, e.g., "Bring in Da Noise, Bring in Da Funk" and "Best Little Whorehouse in Texas". In each case, local minimums shall not apply. In the event that agreement cannot be reached on this matter, the parties shall submit the dispute to final and binding expedited arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. (The Parties to this Agreement shall name two mutually agreeable individuals as arbitrators with the further provision that all hearings shall be held and decisions rendered by the arbitrator no more than thirty (30) days after the parties have failed to reach an agreement).

In applying this provision, the Federation President and/or his/her designated representative shall determine on a case by case basis whether to grant requests from a Producer to count (i) a Musician(s) playing a special, unique instrument(s) (e.g., African percussion or Asian flute), and/or (ii) to deem one or more Musicians, but not the entire complement of Musicians, to be an integral part of the show (i.e., that the Musician(s) constitute a self-contained sub unit), and thus to count such Musician(s) as a credit against any local union minimum that would apply to subparagraph C or D above. The Federation President shall act expeditiously on any such request and shall not unreasonably withhold approval. The decision of the Federation President shall be subject to the final and binding expedited arbitration provision set forth in subparagraph C above.

SIDE LETTER 1

**Mirvish Productions and Toronto Musicians' Association Agreement,
September 4, 2017 to September 4, 2022**

Pertaining to Article 9.1 FREE DAY

It is understood and agreed that the spirit of Article 9.1 FREE DAY, Paragraph 2 of the Memorandum of Agreement between Mirvish Productions and the TMA, is that the number of working days without a Free Day has been negotiated to conform with the Agreement between Mirvish Productions and Canadian Actors' Equity. To this end the Association and the Producer agree that should there be a change in the number of consecutive working days without a Free Day in the Agreement between the Producer and CAEA, the parties agree to renegotiate the number of consecutive working days in the subsequent Memorandum of Agreement in a manner that will maintain consistency between the agreements.

FOR MIRVISH PRODUCTIONS

**FOR TORONTO MUSICIANS'
ASSOCIATION**

(date)

(date)

SIDE LETTER 2

**Mirvish Productions and Toronto Musicians' Association Agreement,
September 4, 2017 to September 4, 2022**

Pertaining to the Musicians' Status as Independent Contractors:

The Producer and the Association agree that the Producer and the musicians' contractual relationship is that of engager and independent contractors. Nothing in this Master Agreement shall be construed as to create an employer/employee relationship between the Producer and musician. The terms currently in use governing the engagement of the musicians by the Producer, whether in the Master Agreement or in practice are not intended to change that relationship to one of employer/employee.

FOR MIRVISH PRODUCTIONS

**FOR TORONTO MUSICIANS'
ASSOCIATION**

(date)

(date)

SIDE LETTER 3

**Mirvish Productions and Toronto Musicians' Association Agreement,
September 4, 2017 to September 4, 2022**

This letter is to acknowledge recent discussions regarding substitutes under the agreement (the "Agreement") between Mirvish Productions ("Mirvish") and Toronto Musicians Association, Local 149 of the Canadian Federation of Musicians and American Federation of Musicians ("TMA"), (collectively the "Parties") and to state an understanding of how the parties shall interpret Article 26 Substitutes, as contained in the Agreement.

For all productions:

1. Musicians who receive an offer from a Contractor may request to absent themselves for performances by notifying the Contractor of the date(s) of the proposed absences, along with proposed substitute musician(s) ("Substitute") for all proposed absences.
2. The Contractor may:
 - a. Deny the request if the request is for previews or the first sixteen performances following previews;
 - b. Deny the request for performances where there is already a Substitute scheduled to perform in the same section who has not performed in the production before;
 - c. Deny the request if, after previews and 16 performances the Musician is requesting to sub out for more than 30% of performances of the production;
 - d. Ask the musician to suggest a different Substitute if it is reasonably believed the suggested Substitute does not have sufficient ability or fit for the part. The Musician shall provide another suggested Substitute. This process shall continue until an acceptable Substitute is agreed upon between the Contractor and the Musician.
 - e. Deny the request if there is not a reasonable amount of time between the request and the first absence to complete the process described herein.

The Contractor shall not deny the request for any other reason.

3. If not denied the request shall be approved and the Substitute and Contractor shall:
 - a. Arrange for the Substitute to audit one (1) to three (3) full rehearsals and / or performances, with the final number to be reasonably decided by the Contractor.
 - b. Have the parts delivered in hard copy along with a recording of the production as soon as is reasonable after the approval of the request.

This letter

- is subject to ratification by TMA members that have worked under the Agreement in 2018, and
- if ratified shall go into effect upon ratification and
- if ratified shall be attached to the Agreement and
- if ratified shall be shared with contractors and musicians who regularly work under the Agreement and
- if ratified shall expire on September 4, 2022.

FOR MIRVISH PRODUCTIONS

**FOR TORONTO MUSICIANS'
ASSOCIATION**

(date)

(date)