

**THE CAA ED MIRVISH THEATRE**

**BETWEEN:  
Mirvish Productions  
(hereinafter the "Employer")**

and

**THE INTERNATIONAL ALLIANCE OF  
THEATRICAL STAGE EMPLOYEES AND  
MOVING PICTURE MACHINE OPERATORS  
OF THE UNITED STATES AND CANADA,  
LOCAL #58, TORONTO,  
(hereinafter the "Union")**

**THIS AGREEMENT** for the CAA Ed Mirvish Theatre made in duplicate as of this 11<sup>th</sup>  
day of March 2022.

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## **THE ED MIRVISH THEATRE AGREEMENT**

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 and wages for all stage employees who are subject to the provisions of this Agreement.

Therefore, the Employer and the Union mutually agree as follows:

### **ARTICLE ONE**

#### **RECOGNITION AND JURISDICTION**

- 1.1 The Employer recognizes the Union as the sole bargaining agent for all stage employees engaged by the Employer, in the Carpentry, Property, and Electrical (including video) Departments, for work performed on theatrical productions and their operating systems, at the CAA Ed Mirvish Theatre (hereinafter, "Theatre") located at 244 Victoria Street, in the City of Toronto. The Carpentry Department includes Flies and the Electrical Department includes Sound.
- 1.2 All construction, alteration, installation and maintenance of stage equipment including scenery, drapes, picture sheets and electrical apparatus and including as well the loading and unloading of trucks carrying any such stage equipment shall be performed by members of the Union and shall be governed by the rates of remuneration as set out herein. The maintenance of all Auditorium, Dressing Rooms lighting and maintenance of the Auditorium seating shall also be performed by stage employees covered by this agreement. In addition, all work pertaining to setting of orchestra stands and orchestra chairs for rehearsals and performances in the theatre shall be performed exclusively by stage employees covered by this agreement.
- 1.3 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.
- 1.4 The Employer has the right to require stage 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 TWO**

#### **UNION SECURITY**

- 2.1 The Employer agrees, subject to the terms of this Agreement, to employ stage employees supplied by the Union, except when the Union is unable to supply stage employees as required.
- 2.2 The Union agrees to supply competent stage employees to perform such work as is required by the Employer and, subject to the right of the Employer to break the

crew in accordance with the terms of this Agreement, the Union further agrees to supply the same crew for performances as for rehearsals and that substitutions will only be made in cases of illness, injury or vacation leave.

- 2.3 Subject to the terms of this Agreement, Employer has the right to select Heads from the membership of the Union and if Employer decides to engage Assistants, they shall be selected by the Union, subject to Employer's approval.
- 2.4 For touring productions (including pre-Broadway productions) originating at the Theatre, notwithstanding any other provision of this Agreement, the Employer has the right to engage stage employees under the terms of the Travelling Stage Employees' Contract, as issued by the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada (I.A.T.S.E.) in accordance with the Constitution, By-Laws, rules and regulations of I.A.T.S.E. and in accordance with any terms imposed by I.A.T.S.E. as a condition of its issuing any such contract, and the Union agrees to comply with all the foregoing. Under no circumstances will travelling stage employees outnumber local stage employees.

### **ARTICLE THREE 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 exclusively within the powers of the Employer and its Management. Without limiting the generality of the foregoing, the rights of the Employer shall include, but shall 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 stage employees; to discipline or terminate the stage employees for just cause in accordance with the terms of this Agreement;
  - (b) the right: to hire and control the stage employees; to transfer, assign, lay off, recall and schedule the stage employees; to plan, direct and control its operations; to operate and manage the undertaking in all respects in order to satisfy its commitments and objectives;
  - (c) 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 stage employees; to perform or contract for goods and services; to use new, improved, or different methods or equipment; to determine the number of stage employees needed by the Employer at any time, and how many stage employees shall work in any job, 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.

#### **ARTICLE FOUR ARBITRATION**

- 4.1 The Union and the Employer recognize that the grievance procedure is among the most important matters in the successful administration of this Collective Agreement.
- 4.2 Any dispute of difference arising between the Employer and stage employee or official of the Union, shall first be referred in writing to the Representative of the Employer and the Representative of the Union for discussions and settlement within ten (10) days of circumstances giving rise to the difference were known or should have been known. If the Employer representative and the Union representative are unable to settle the dispute to their mutual satisfaction, then either party may institute arbitration proceeding.
- 4.3 No grievance shall be referred to arbitration unless it was submitted to the appropriate representative within ten (10) days of the circumstances giving rise to the difference were known or should have been known.
- 4.4 The parties shall agree on a sole arbitrator within thirty (30) days of the circumstances giving rise to the grievance were known or should have been known and if no agreement on the appointment of an arbitrator is reached, then either party, shall request the Minister of Labour of Ontario to appoint an arbitrator. The arbitrator shall (unless the parties otherwise agree) schedule a hearing within forty-five (45) days of being contacted.
- 4.5 The cost of the arbitrator shall be borne equally by the parties.
- 4.6 The arbitrator shall have no power to subtract from, modify or omit any provisions of the Collective Agreement.

#### **ARTICLE FIVE HOURS OF WORK AND MINIMUM CALLS**

- 5.1 Four (4) hours shall constitute the minimum work call for all work other than a Performance Call, except where no other work calls or Performance Calls are scheduled to commence for the stage employees on that day, in which case five (5) hours shall constitute the minimum work call.
- 5.2 Stage employees shall be paid for all performances at the Performance Rate. A Performance Call shall be deemed to be a work period of three and one-half hours

(3.5 hours) commencing one-half hour (.5 hour) prior to the time printed on the ticket for all persons other than the House Crew. For the House Crew, a performance call shall be deemed to be a work period of four hours (4 hours) commencing one hour (1 hour) prior to the Performance Call time printed on the ticket. For clarity, the computation of time shall be computed from the time of the call to the final curtain.

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

- 5.3 "Final Curtain" is defined as that time when the curtain is lowered for the last time or, when the curtain is not used, when the play out music is complete and the final lighting cue is executed.
- 5.4 The Performance Call may be extended for a maximum of one (1) hour before and one (1) hour after the performance for any purpose. All extensions to the Performance Call shall be paid at the applicable hourly rate.
- 5.5 An event for which the Performance Call is applicable is limited to the public presentation of a theatrical stage production or a dress rehearsal for a theatrical stage production and the public presentation of a concert or comedy, but does not include lectures, meetings, seminars, trade presentations, motion picture, public video, or slide presentations or any other event that is not expressly designated as a performance by the Employer. At the request of the Union, the Employer agrees to consult with the Union over whether a particular trade presentation should be designated as a performance by the Employer. A dress rehearsal shall only be considered a performance if all elements necessary to the public presentation of a theatrical production are present and used, including but not limited to costumes, makeup, sets, lights, properties, sound, artists and orchestra, and if the rehearsal is conducted as if it were a public theatrical stage production. For events where the Performance Call is not applicable, all hours worked will be paid at the appropriate hourly rate.
- 5.6 The Head Electrician, or their designate, shall be employed at all times when the stage is in use for rehearsals and/or auditions. All other departments will be called as needed. The occasion of each employment will be paid at the applicable hourly rate for the purposes of this Agreement. On multiple set shows, if the set remains unchanged and equipment is not used, the physical presence of the set does not constitute usage.
- 5.7 In the event stage employees are given a two (2) hour break, or more, a new minimum call will begin when work is resumed.

**ARTICLE 5A**  
**HOUSE CREW EMPLOYEES**

- 5A.1 The Employer shall employ at the Theatre, five (5) stage employees as the regular crew of the Theatre and they shall be a Head Carpenter, a Head Electrician, a Head of Props, a Head of Flies and a Head of Sound.
- 5A.2 If a call requires less than all five (5) Heads, the Heads of any department not called shall be the first to be employed to fill said call but shall nevertheless be paid the Head rate.
- 5A.3 **ANNUAL HOUSE CREW GUARANTEE:**
- (a) House Crew Employees, as noted in clause 5A.1, shall be guaranteed a minimum of eight hundred & eighty (880) cumulative paid hours of employment during each contract year. For sake of clarity, hours worked at time and one-half will be counted as one and one-half hours and double time will be considered two hours worked.
  - (b) In the event the employer does not operate the theatre (i.e. the theatre is "dark") for twenty (20) consecutive weeks during a contract year, the guarantee (5A.3 (a)) shall be waived. Best efforts will be made to provide at least forty-five (45) days notice, but in no case fewer than thirty (30) days, to employees that the theatre will not be in use.
  - (c) The failure to comply with the terms and conditions of Article 5A.3 (a),(b) because of an act of God, strike, labour interruptions, war, interruptions of utility services, fire, earthquake, act of federal, provincial or municipal governmental authorities or for any reason beyond the reasonable control of either party, shall not be deemed a breach of this agreement.
- 5A.4 **WEEKLY HOUSE CREW GUARANTEE:** When a House Crew Employee, as noted in clause 5A.1, receives a call for work, when less than forty-four (44) hours of employment in a week are expected;
- (a) When work is scheduled to take place over a period of two (2) consecutive days or less, the minimum pay for the House Crew employees called shall be no less than the equivalent of sixteen (16) regular time hours.
  - (b) When work is scheduled to take place on non-consecutive days during the same week, the minimum pay for House Crew employees called shall be no less than the equivalent of twenty (20) regular time hours.

All hours associated with this article (5A.4) will be used towards the annual guarantee calculation in article 5A.3 (a).

- 5A.5 The Employer shall provide a transportation allowance of fifty (\$50) dollars per week for the House Crew or their replacements for those times they are employed at the CAA Ed Mirvish Theatre. This fee is part of the stage employee's gross wages and is not subject to benefits or any premium calculations.

**ARTICLE SIX  
STRIKE AND LOCK-OUT**

- 6.1 The Union shall not cause, nor permit any stage employee to cause any strike or picketing at the Theatre during the term of this Agreement nor shall the Employer cause, engage or permit a lock-out at the Theatre during the term of this Agreement.
- 6.2 The word "strike" and the word "lock-out" as used in this Article shall have the same meaning given to those words in the *Ontario Labour Relations Act*, S.O. 1995, c. 1.

**ARTICLE SEVEN  
RATES OF PAY**

- 7.1 For the purposes of pay computation, the regular work week shall extend from 12:01 am Monday and end at 12:00 midnight the following Sunday.
- 7.2 Time worked between 8:00 am and 12:00 midnight, Monday through Sunday, other than on performances, shall be paid at the straight time hourly rate, except as otherwise specified in this Agreement.
- 7.3 Time worked between 12:01 am and 8:00 am Monday through Sunday, other than on performances, shall be paid at two (2) times the straight time hourly rate.
- 7.4 Time worked in excess of eight (8) hours in a day shall be paid at one and one-half (1½) times the straight time hourly rate. Notwithstanding the above, performance hours shall be used to calculate daily overtime only if a call follows a performance. For purposes of clarification, the Performance Rate shall not be subject to any premium except as expressly provided herein.
- 7.5 Except as expressly provided for in the IATSE Yellow Card, the Employer has the right to break the crew, in whole or in part, at any time; and without limiting the generality of the foregoing, the Employer has the right to break the crew, in whole or in part, and replace any stage employee who has worked twelve (12) hours in a day or who is scheduled to work six days in a regular work week, and the Union shall supply the Employer with a competent stage employee as a replacement. However, any stage employee who is required to work in excess of twelve (12) hours in a day shall be paid two (2) times the applicable straight-time hourly rate for all such hours worked in excess of twelve (12) in a day.
- 7.6 Except in the case of extreme emergency, a break of a minimum of ten (10) hours shall be given to the stage employees after the conclusion of a day's work, with



the exception of performance or dress rehearsal calls, and before work is resumed the next day. Between performance or dress rehearsal calls and the work call on the next day, the minimum time of rest shall be not less than nine (9) hours. If an Employee receives a rest period that lasts for less than the minimum break requirement set forth above, the Employee shall begin the new call at double the applicable straight-time rate until the Employee receives a nine (9) or ten (10) hours rest period, as the case may be. Notwithstanding the foregoing, during the last ten (10) days of rehearsal prior to the first public performance, there may be a total of four (4) days where the ten (10) hour rest period may be reduced to nine (9) hours.

- 7.7 The regular work week shall be Monday to Saturday with Sunday as the designated day off. The Employer has the right to alter the designated day off, from time to time, to either Monday or Sunday by giving twenty-one (21) days written notice to the Union. However, at least thirty (30) days must elapse following a change in the designated day off before the Employer may subsequently alter the designated day off.
- 7.8 Time worked on the designated day off, other than on performances, by a stage employee working under this Agreement, shall be paid at two (2) times the straight time hourly rate. Performances worked on the designated day off, by a stage employee working under this Agreement, shall be paid at two (2) times the Performance Rate.
- 7.9 Time shall be computed to the next whole hour for pay purposes.
- 7.10 The stage employees agree to work overtime when required by the Employer.
- 7.11 There shall be no duplicating or pyramiding of premium compensation.
- 7.12 Any straight-time hours worked in a regular work week in excess of forty-four (44) hours shall be paid at one and one-half (1.5) times the applicable straight-time hourly rate. Performance calls of three and one-half (3.5) hours shall be used to calculate weekly overtime unless a performance call exceeds three and one-half (3.5) hours, in which case the hours actually worked shall be used to calculate weekly overtime.
- 7.13 If the employer requires employees, who are supplied by the union, to perform work in costume "during the production", then those employees shall be paid an additional fee equal to forty-five (\$45) dollars for each performance so worked in costume. This fee is part of the stage 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 clothing worn by an employee(s) in the course of the performance to blend into a scene. These costumes shall not include traditional blacks.

- 7.14 **Online Training Courses.** If the Employee is required to take on-line training courses outside of normal work hours, the Employee shall be paid a minimum of three (3) hours based on their job classification. The Employer shall give sufficient notice to Employees to allow for attendance at training courses.

**ARTICLE EIGHT  
PUBLIC HOLIDAYS**

- 8.1 For all work done, other than regular performances on each and every Statutory Holiday as herein defined, two and one-half (2.5) times the straight time hourly rate shall be paid. Additional performances or rehearsals on these days shall also be paid for at two and one-half (2.5) times the straight time performance rate.
- 8.2 Regular performances on Statutory Holidays as herein defined shall be paid at two and one-half (2.5) times the straight time performance rate.
- 8.3 **STATUTORY HOLIDAYS:** The following holidays shall be deemed to be Statutory Holidays for the purposes of the Agreement:

New Years Day	Family Day	Canada Day
Thanksgiving Day	Good Friday	Civic Holiday
Christmas Day	Victoria Day	Labour 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 named holiday falls as, for example, (but without limitation) where Christmas Day falls on a Sunday and a public holiday is declared or celebrated on the following Monday, then such public holiday shall be deemed to be a Statutory Holiday for the purpose of this agreement.
- (b) When the designated day off is Monday, and where a public holiday falls on a Sunday, then such public holiday shall be deemed to be a Statutory Holiday for the purpose of this agreement.
- (c) Where a Public Holiday falls on the designated day off, employees shall be paid twice (2 X's) the hourly rate, or the performance rate, whichever is applicable for all work they are required to perform on the day immediately following the designated day off.
- 8.4 The Statutory Holiday shall be deemed to commence at 12:01 a.m on the day of the Statutory Holiday and terminate at 11:59 PM of the same day. All work commencing on the Statutory Holiday shall be paid at the applicable Statutory Holiday rate until a nine (9) or ten (10) hour break has been given in accordance with Article 7.6.

**ARTICLE NINE  
MEAL BREAKS**

- 9.1 No stage employee shall be required to work more than a single five (5) consecutive hour period in a day without a meal break of one (1) hour's duration. Additional meal breaks shall be provided after not more than four (4) hours of work.
- 9.2 Should a meal break of less than one (1) hour occur, stage Employees shall be supplied with food and beverage at the Employer's expense and the Employer will allow one-half (½) hour to eat. Meal breaks of less than one (1) hour duration will only occur in consultation with the Union shop steward. The food supplied should be adequate as agreed upon by the Union shop steward or the Business Agent and Employer representative at the Theatre and the same type of food shall not be supplied at two (2) consecutive meal breaks.
- 9.3 Stage employees shall be given a fifteen (15) minute break with pay during each four (4) or five (5) hour call. The time of such break 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.
- 9.4 All stage employees shall be supplied with food and beverage at the Employer's expense during meal breaks between the hours of midnight and 8:00 a.m.

**ARTICLE TEN  
WORKERS' COMPENSATION**

- 10.1 The Employer agrees to place all stage employees supplied by the Union under the protection of the Workplace Safety and Insurance Act, or some similar insurance coverage with benefits at least equal to those provided by the Workplace Safety and Insurance Act.

**ARTICLE ELEVEN  
LOADERS**

- 11.1 The Employer agrees to use Loaders supplied by the Union for the purpose of loading or unloading any stage materials, properties, chairs, seats, stands, racks or musical instruments onto or out of any truck or other vehicle or moving same to or from the Theatre premises or any other premises used in connection with any production.
- 11.2 Stage Employees called for the purpose of working as Loaders shall be used only for that purpose and shall be called for in addition to any other work crew called.
- 11.3 Pushers shall be allowed to be called during load-ins and load-outs of yellow card shows and they shall not be subject to departmentalization. These pushers shall be paid at the crew rate as defined in Article 16 of this collective agreement.

**ARTICLE TWELVE**  
**GENERAL**

- 12.1 Stage employees within the Carpentry, Property and Electrical Departments shall assist each other in performing the tasks assigned to them. During performances, stage employees in one department will not unreasonably refuse to assist stage employees in other departments.
- 12.2 The Employer may determine the need to utilise stage employees as Special Operators. Those Special Operators, designated by the Employer, when they are working as Special Operators, shall be entitled to the Special Operators Performance Rate for performances, and the Special Operators applicable hourly rate during rehearsals. Special Operators shall be stage employees that are required to operate follow spots, automated scenery, or such other special devices that are determined by the Employer as requiring special skills.
- 12.3 The Business Agent of the Union, or Union representative, is to be admitted at all reasonable times to supervise the working condition of the stage employees coming under the terms of this Agreement. At no time shall meetings be held with the stage employees during working hours.
- 12.4 The Employer has the right to subcontract the supply and construction of materials without restriction. Where the subcontract is awarded to a contractor who is signatory to an I.A.T.S.E. Agreement, the materials may bear the I.A.T.S.E. crest or label, provided that the crest or label is placed in a location acceptable to the Employer. However no stage employee is entitled to refuse to handle materials because they were not supplied or constructed by a contractor who is signatory to an I.A.T.S.E. Agreement or because they do not bear the I.A.T.S.E. crest or label.
- 12.5 Notwithstanding anything to the contrary in Article 12.4, above, for productions originating at the Theatre, stage Employees covered hereunder shall be employed for the construction, maintenance and/or refurbishment of sets, if such work is conducted at the Theatre. Further, for production origination at the Theatre, it is agreed that all sets shall be constructed by stage employees supplied by a local of the International.
- 12.6 Nothing in this Agreement prevents the revision by mutual consent of the Employer and the Union at any time, during the term of this Agreement, of any provision of this Agreement other than a provision relating to its term of operation.
- 12.7 The Employer shall use best efforts to provide a Program Credit for the Union and for each Head of Department as long as space permits and provided such matter is within the control of the Employer.
- 12.8 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 THIRTEEN  
TERMINATION**

- 13.1 It is agreed that the Employer may lay off any stage employee covered under Section 5A, House Crew Employees, by giving such stage employee two (2) weeks notice or pay one (1) week's salary in lieu thereof. This clause shall not apply to an employee discharged for reasonable cause, including but not limited to, dishonesty and/or intoxication (drugs or alcohol), in which case no notice shall be necessary.
- 13.2 No stage employee covered under Section 5A, House Crew Employees, who has completed the probationary period shall be disciplined or discharged without just cause. Each such stage employee shall be on probation for the first three (3) months from the stage employee's first date of hire and during the probationary period the Employer may, without establishing just cause, discipline or discharge the stage employee, provided the Employer has not acted in a manner that is arbitrary, discriminatory or in bad faith.
- 13.3 The Union agrees that a stage employee shall give the Employer two weeks notice of resignation except where the resignation is due to the non-payment of accrued wages, in which case the stage employee can resign without notice.

**ARTICLE FOURTEEN  
UNION'S OBLIGATION**

- 14.1 The Union is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada and the Employer shall therefore not require the Union to do any act or omit to do any act or accept any obligation which is inconsistent with the duties and obligations which are imposed upon the Union or its members by the Constitution and by-laws of the International providing that the foregoing shall in no event be construed or applied so as to contravene any applicable Provincial or Federal Law or the terms of this Agreement. The Union acknowledges that no clause within this Agreement is in violation of the Constitution and By-Laws.

**ARTICLE FIFTEEN  
SAFETY STANDARDS**

- 15.1 The Employer, the Union and the stage employees agree to comply with their obligations under the *Occupational Health & Safety Act*, R.S.O. 1990, c. O.1.
- 15.2 The Employer shall not require that any spotting of lines be done during the take-in of a production while work is underway beneath the grid.

**ARTICLE SIXTEEN  
WAGES**

- 16.1 The Employer and the Union agree that stage employees shall be paid for the services performed at rates not less than the amounts set out in this Agreement; and that payments shall be on Thursday, if by cheque, or Friday, if in cash or by direct deposit, for the period ended on the preceding Sunday.
- 16.2 The stage employees shall be paid for all hours worked at the applicable hourly rate based upon the straight time hourly rate, except for performances for which they will be paid the applicable Performance Rate, which rates are as follows:

	July 1, 2021 - June 30, 2022	July 1, 2022 - June 30, 2023	July 1, 2023- June 30, 2024	July 1, 2024- June 30, 2025	July 1, 2025- June 30, 2026
<b>Performance Rates</b>					
Head of Department	\$202.83	\$207.90			
Assistants	\$194.74	\$199.61			
Special Operators	\$193.08	\$197.91			
Crew	\$183.48	\$188.07			
<b>Hourly Rates</b>					
Head of Department	\$50.33	\$51.59			
Assistants	\$49.18	\$50.41			
Special Operators	\$48.32	\$49.53			
Crew	\$47.63	\$48.82			
<b>Construction Rates</b>					
Head of Department	\$52.51	\$53.82			
Assistants	\$48.23	\$49.44			
Special Operators	\$48.23	\$49.44			
Crew	\$48.23	\$49.44			
<b>Film Rates</b>					
Head of Department	\$53.69	\$55.03			
Special Operators	\$51.81	\$53.11			
Crew	\$50.91	\$52.18			

- Increases will be determined by formulas listed in the attached "Schedule A".
- 16.3 All wages are in Canadian currency and shall be subject to the applicable statutory deductions including income tax, E.I., and C.P.P.

**ARTICLE SEVENTEEN  
RECORDING AND BROADCAST**

- 17.1 Commercial Recording & Broadcast.
- (a) When the Theatre is used for recording or broadcast (audio and/or visual) by any means now known or hereafter devised, all regular and additional equipment required which is normally within the competence of the Union

shall be handled and operated by employees supplied by the Union at the rates and under the terms and conditions established under this Agreement.

- (b) If a stage performance is recorded in whole or in part in any manner described in 17.1.(a), above, a fee shall be paid to each stage employee called on crew for the particular performance of fifty percent (50%) of all monies earned by each stage employee during that performance call including hours attached to that performance call, except that for lectures, symposia, education events and audience talk-back events, said fee shall be thirty percent (30%) of all monies earned by each stage employee during that performance call. Any work performed by additional stage employees to set up and/or strike recording equipment shall be paid at the hourly film rate.

(c) **Photographs**

- i. Still photographers using the Theatre shall be required to use stage employees as supplied by the Union for purposes of moving and setting up scenery, properties, furniture, drapes and/or lighting equipment which may be required in addition to existing equipment. Stage employees called for such work shall be remunerated at the prevailing hourly work rates with a minimum call of five (5) hours.
- ii. Still photographers as well as film or television companies requiring the use of the stage before or after a stage performance for purposes of posed shots or specifically staged excerpts shall retain three (3) Heads of Departments as well as any additional stage employees that may be required in each department for the working of scenery, properties, drapes, lights, etc. If the use of the stage shall not be required, then only the Head of the Department necessary for the servicing of that photo call shall be retained. All such work shall be performed at the prevailing hourly work rates with a minimum call as per clause 5.1 of the Agreement.

17.2 Publicity and Promotion and Archival Recordings. Notwithstanding the provisions of Article 17.1 above;

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

- i. Promotional Footage may be captured when the crew is on call for another purpose (e.g. rehearsal, pre-set, continuity call, work call,

performance) without any additional compensation.

- ii. Should a separate call be scheduled to capture Promotional Footage:
  - a) the minimum crew required for footage captured in the theatre auditorium shall be the Head Electrician.
  - b) The connection of electrical or audio feeds shall be performed by members of the Union.
  - c) The minimum call required under this Article 17.2 (a) shall be five (5) hours.
- iii. The Union shall be given a minimum of twenty four (24) hours' notice of any Promotional Footage capture whenever reasonably possible.
- iv. No more than ten (10) minutes of combined rehearsal and/or performance footage may be used in any one promotional outlet; the edited footage contained in the allowable ten (10) minutes may be changed at the discretion of the Employer and need not be the same footage across promotional outlets (i.e., a different ten (10) minutes may be used on a production's website than used in a social media post)
- v. Stage employees shall not be required to appear in Promotional Footage, nor will they be photographed, recorded or videotaped without their prior consent. Should a stage employee be inadvertently photographed, recorded or videotaped as a recognizable image, the written consent of the stage employee shall be required before the image may be used. Notwithstanding the foregoing, in the event a stage employee would be in view of an audience member while performing their duties, then their likeness may be captured without written permission, subject to the provisions of this Article 17.
- vi. B-Roll: Theatre may arrange for "b-roll" Promotional Footage to be captured using multiple operated cameras, provided that such cameras are operated by IATSE personnel. If Mirvish Productions chooses to select a camera operator from an IATSE Local other than Local 58, such operators' names must be submitted to the Local or the Steward in advance, and shall be paid as per the terms and conditions of this collective agreement.
- vii. In the event any footage captured hereunder is used, in whole or in part, for commercial purposes, then the applicable stage employees shall be paid an additional amount in accordance with Article 17.1 above.

**(b) Archival/Safety Recordings:**

- i. Archival Recordings: Mirvish Productions and its Lessees may make an Archival recording without additional compensation to



stage employees. An Archival recording is a recording whose sole purpose is to document a production or event for archival or reference purposes. An Archival recording may be video and/or audio in nature. Archival recordings may be captured by multiple fixed unoperated cameras and/or multiple operated cameras, provided all fixed cameras are installed by and all operated cameras are operated by members of the Union.

- ii. Safety: If it is deemed necessary for the safety of stage employees and performers, the Employer may make more than one Safety recording provided that the recordings are stored on a password protected drive and not distributed for general viewing. Safety recordings may be captured by multiple fixed, unoperated cameras, provided all such cameras are installed by members of the Union.
- iii. In the event any footage captured hereunder is used, in whole or in part, for commercial purposes, then the applicable stage employees shall be paid an additional amount in accordance with Article 17.1, above.
- iv. The Union shall receive twenty-four (24) hours' notice of any Archival or Safety recordings. Failure to provide such notice shall not be considered a breach of this Agreement, but shall trigger additional payments in accordance with Article 17.1 above. For safety recordings, a blanket notice may be provided for the entire production, twenty-four (24) hours' in advance of the first Safety recording.

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

#### **ARTICLE EIGHTEEN VACATION**

18.1 Stage Employees are entitled, after one year of employment with the Employer, to three (3) weeks of vacation leave without pay to be scheduled by the Employer in accordance with the Employer's operating needs.

18.2 As vacation pay, the Employer will remit monthly to I.A.T.S.E. Local 58, to be held in trust for the credit of each stage employee engaged by the Employer under this Agreement, an amount equal to ten (10%) percent of the wages earned by the stage employee during the previous month.

**ARTICLE NINETEEN  
LEAVES OF  
ABSENCES**

19.1        **SICK LEAVE**

- (a)        **MINOR, NON-HOSPITALIZED ILLNESS:** For employees employed under Section 5A, House Crew Employees, sick leave credits will be allowed to be accumulated at a rate of eight (8) hours for each one hundred sixty (160) hours of work (including annual vacation) over a two (2) year period. For the purpose of this clause the maximum paid sick leave after two (2) years of service is six (6) weeks.
- (b)        **HOSPITALIZED OR MAJOR ILLNESS:** For employees employed under Section 5A, House Crew Employees, sick leave credits will be allowed to be accumulated at a rate of eight (8) hours for each one hundred sixty (160) hours of work (including annual vacation) over a five (5) year period. For the purpose of this clause the maximum paid sick leave after five (5) years of service is fifteen (15) weeks. In case of dispute, the definition of major illness is to be decided upon by a physician mutually agreed upon by both parties.
- (c)        Sick Leave may be taken only in the case of illness and may be applied only to the forty (40) hours worked during the Basic Hourly rate period Monday through Saturday.
- (d)        If illness extends for more than a single three (3) day period, then a Doctor's certificate must be presented.

19.2        **JURY DUTY**

- (a)        An individual who is employed under Section 5A, House Crew Employees, and is required to serve as a juror shall receive an amount from the Employer equal to the difference between forty (40) straight time hours and any remuneration received from the Crown for jury duty.
- (b)        An individual who is employed under Section 5A, House Crew Employees, and is subpoenaed as a witness, in a Court Proceeding, shall receive an amount from the Employer equal to the difference between forty (40) straight time hours and any remuneration received as a witness fee.

19.3        **BEREAVEMENT**

- (a)        An individual who is employed under Section 5A, House Crew Employees, shall be allowed to be absent from work with normal pay from the date of bereavement through until the day after burial of a member of their immediate family.
- (b)        Members of the immediate family shall be defined as spouse or

partner, father, mother, son, daughter, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild.

- (c) Should the individual be unable to attend the funeral of their immediate family member because of the distance to be traveled, such employee shall be granted three (3) days of absence with normal pay for the purpose of mourning the death.

19.4 UNION OFFICE: An individual who is employed under Section 5A, House Crew Employees, who has been elected or appointed to an office of the Union, shall be entitled to leave of absence without pay for the period which they are elected or appointed to hold office. Where a stage employee ceases to hold such office they shall be entitled to return to their former position. Such stage employee will not be subject to discipline by the Employer under this agreement for activities related to their duties on behalf of the Union, during the period of such leave.

19.5 NON-REGULAR WEEKLY EMPLOYEES BENEFITS

- (a) Employees who are not regular weekly employees as defined in Section 5A, House Crew Employees, shall be eligible to receive the benefits set forth in this Article 19.5, below, after working for the Employer for twenty-four (24) consecutive weeks. Such employees shall continue to be eligible to receive these benefits provided their employment is not interrupted for more than four (4) weeks. Employees whose employment is interrupted for more than four (4) weeks but less than twenty-four (24) weeks shall again be eligible to receive these benefits after working for the Employer for another twelve (12) consecutive weeks. Employees, whose employment is interrupted for more than twenty-four (24) weeks, must work twenty-four (24) consecutive weeks in order to again be eligible to receive these benefits.
- (b) For those employees who are eligible as provided in Article 19.5(a), above, the Employer shall provide:
  - (i) Bereavement Leave: Three (3) days paid at eight (8) regular hours per day in the event of the death of a member of the immediate family (as defined in Article 19.3(b)).
  - (ii) Jury Duty: Eight (8) hours of regular pay per day to a maximum of forty (40) hours in the event the employee is absent from work because the employee is called for jury duty. Once eligible, employees shall accumulate hours towards this jury duty entitlement at the rate of eight (8) hours per month to the maximum entitlement of forty (40) hours.
- (c) Qualified employees shall have up to sixty (60) working days to claim any of the benefits set forth in this Article 19.5.

**ARTICLE TWENTY**  
**BENEFITS**

- 20.1 The Employer agrees, for the duration of this Agreement, to participate in the retirement savings plan of the Union known as "Retirement Savings Plan of Local 58, I.A.T.S.E."
- 20.2 Each stage employee who participates in the retirement savings plan shall contribute five percent (5%) of their wages, by payroll deduction, to which the Employer will make a seven percent (7%) contribution. These combined contributions shall be remitted monthly by cheque payable to "Retirement Savings Plan of Local 58, I.A.T.S.E.", and sent to the trustee of the plan as designated by the Union.
- For those employees not participating in the Retirement Savings Plan the Employer shall make a seven percent (7%) payment to the "Administration of the Retirement Savings Plan of Local 58, I.A.T.S.E. Account" and send to the trustee of the plan as designated by the Union.
- 20.3 The Employer shall contribute six and one half percent (6½%) of each stage employee's wages to the "Health and Welfare Account of Local 58, I.A.T.S.E." for health and welfare purposes. These contributions shall be remitted monthly to the "Health and Welfare Account of Local 58, I.A.T.S.E.", and be sent to the trustee of the fund as designated by the Union.
- 20.4 The Employer shall contribute one and one-half percent (1.5%) of each stage employee's wages to the "Dental Plan Fund of Local 58, I.A.T.S.E." for dental benefit purposes. These contributions shall be remitted monthly by cheque payable to the "Dental Plan Fund of Local 58, I.A.T.S.E." and sent to the trustee of the fund as designated by the Union.
- 20.5 The remittance of the contributions for the retirement savings plan shall be accompanied by a statement in duplicate showing the name of those stage employees for whom contributions have been made and the respective amounts in each case. The Employer shall provide this statement on a monthly basis.
- 20.6 The Employer shall contribute one-half of one percent (0.5%) of each stage employee's wages to the "Charitable Benefits Fund" maintained by the Union. These contributions shall be remitted monthly by cheque payable to the "Charitable Benefit Fund of Local 58, I.A.T.S.E." and sent to the trustee of the fund as designated by the Union.
- 20.7 The Employer shall contribute one-half of one percent (0.5%) of each stage employee's wages to the "Education Fund" maintained by the Union. These contributions shall be remitted monthly by cheque payable to the "Education Fund of Local 58, I.A.T.S.E." and sent to the trustee of the fund as designated by the Union.

- 20.8 The Employer agrees to pay to the applicable Fund interest on any amounts overdue for more than thirty (30) days payable pursuant to this Article Twenty at the rate charged by the Toronto-Dominion Bank in Toronto to its most credit-worthy commercial customers (the "Prime Rate") plus two and one-half percent (2½%) per annum for each day of default, until payment is made.
- 20.9 The Employer shall contribute one percent (1%) of each stage employee's wages to the Local 58 Industry Promotion Fund" maintained by the Union. These contributions shall be remitted monthly by cheque payable to the "Local 58 Industry Promotion Fund" and sent to the trustee of the fund as designated by the Union.
- 20.10 Mirvish Productions shall deduct from each member of the Union, Union dues in the amount as notified by the Union from time to time. Furthermore, Mirvish Productions agrees to deduct Permit Fees for non-members working under this collective agreement in the amount as notified by the Union from time to time. Mirvish Productions shall remit such deductions to the Union monthly.

**ARTICLE TWENTY-ONE  
SEXUAL HARASSMENT**

- 21.1 Every stage employee has the right to freedom from sexual harassment in the workplace. Harassment means engaging in a course of a vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. A stage employee has an obligation to report any incidents of sexual harassment to the Employer and the Union in writing. The Employer and the Union will consult with respect to any reported incidents of sexual harassment and the Union agrees to co-operate with the Employer in resolving the situation.

**ARTICLE TWENTY-TWO  
EFFECTIVE DATE AND DURATION**

- 22.1 This Agreement shall commence on July 1, 2021 and shall continue to operate until the 30th day of June 2026, and from year to year thereafter, unless either party, within the period of ninety (90) days before this Agreement ceases to operate, gives notice in writing to the other party of its desire to bargain with a view to the renewal, with or without modifications, of this Agreement, in which case this Agreement shall continue to operate until the parties enter into a new collective agreement.

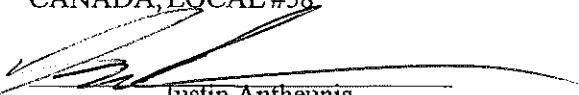
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 15<sup>th</sup> day of March 2009 at the City of Toronto, in the Province of Ontario.

MIRVISH PRODUCTIONS

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



Mark Lavaway  
Director of Labour Relations &  
Business Development



Justin Antheunis  
Union President



Stephen Rebbeck  
Director of Production



Nelson Robinson  
Business Agent

Mirvish Productions/ The CAA Ed Mirvish Theatre and I.A.T.S.E. Local  
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This 11<sup>th</sup> day of May, 2022

**Schedule A**

1. The percentage increase for Year Three (July 1, 2023 to June 30, 2024) shall be allocated as follows:
  - a) The 2023 increase shall be calculated on the basis of a Cost of Living Allowance (COLA) increase to all Rates of Pay referred to in Article 16 of the Collective Agreement (after the rate increases for 2022 have been applied), calculated using the CPI all items rate for Toronto averaged May 2022 to May 2023. This increase shall be no less than 1.5% and shall be no greater than 3%
  
2. The percentage increase for Year Four (July 1, 2024 to June 30, 2025) shall be allocated as follows:
  - a) The 2024 increase shall be calculated on the basis of a Cost of Living Allowance (COLA) increase to all Rates of Pay referred to in Article 16 of the Collective Agreement (after the rate increases for 2023 have been applied pursuant to paragraph 1(a) above), calculated using the CPI all items rate for Toronto averaged May 2023 to May 2024. This increase shall be no less than 1.5% and shall be no greater than 3%.
  
3. The percentage increase for Year Five (July 1, 2025 to June 30, 2026) shall be allocated as follows:
  - a) The 2025 increase shall be calculated on the basis of a Cost of Living Allowance (COLA) increase to all Rates of Pay referred to in Article 16 of the Collective Agreement (after the rate increases for 2024 have been applied) calculated using the CPI all items rate for Toronto averaged May 2024 to May 2025. This increase shall be no less than 1.75% and shall be no greater than 3.25%.

