

COLLECTIVE AGREEMENT

AGREEMENT dated this 30 day of November, 2018

B E T W E E N :

Mirvish Production – CAA Theatre
(hereinafter the “Employer”)

-and-

**THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES
AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
OF THE UNITED STATES, ITS TERRITORIES AND CANADA
Local #58, TORONTO**
(hereinafter the “Union”).

The general purpose of this Agreement between the Employer and the Union is to establish and maintain:

- A. Orderly collective bargaining relations;
- B. A procedure for the prompt and equitable handling of grievances;
- C. Satisfactory working conditions, hours 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:

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ARTICLE ONE - RECOGNITION AND JURISDICTION

- 1.1 The Employer recognises 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 Theatre (hereinafter, "Theatre") located at 651 Yonge Street, in the City of Toronto. The Carpentry Department includes Flies and the Electrical Department includes Sound.
- 1.2 All construction, alteration, installation, maintenance, and operation 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. In addition all work pertaining to the 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. Should the use of these chairs and stands not be in relation to a concert or theatre production the employer and union shall consult on the need of a call to perform such work.
- 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 The Employer has the right to select its House Employees (see Article Six, below) from the membership of the Union.
- 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 Traveling 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 traveling 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 a 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
 - a) When it is the only call of the day, five (5) hours shall constitute the minimum daily call, during which call any work may be completed. In the case of loaders, when required, the minimum call shall be four (4) hours. This does not apply if the only call of the day is a performance call, which is addressed below.
 - b) Stage employees who work during a performance shall be paid for four (4) hours at the prevailing hourly rate. Employees may be required to complete any work during such four (4) hour call. Should a performance exceed four (4) hours, stage employees shall be paid the prevailing hourly rate.
 - c) "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.
 - d) The Performance Call may be extended for either a maximum of one (1) hour before or one (1) hour after the performance call for any purpose. All extensions to the Performance Call shall be paid at the applicable hourly rate.

ARTICLE SIX - ANNUAL HOUSE CREW GUARANTEE

6.1

- a) The Head Technician and the Assistant Head Technician (House Employees) shall be guaranteed a minimum of 800 cumulative paid hours of employment each 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 hours 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 consecutive weeks during a contract year, the guarantee (6.1a) shall be waived. Best efforts will be made to provide at least thirty (30) days notice, but in no case fewer than two (2) weeks, to employees that the theatre will not be in use.
- c) The failure to comply with the terms and conditions of the Article 6.1 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 the agreement.

6.2

- a) For all Theatrical Events as described in Article 5.2 the House Head Technician shall, in all cases, be the first stage employee called to work except when only the Assistant House Technician is required on a crew of one (1). The Head Technician shall be the second (2nd) stage employee called when a second (2nd) stage employee is required.

ARTICLE SEVEN - STRIKE AND LOCK-OUT

- 7.1 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.

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 EIGHT - RATES OF PAY

- 8.1 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.
- 8.2 Time worked between 8:00 am and 12:00 midnight, Monday through Sunday shall be paid at the straight time hourly rate, except as otherwise specified in this Agreement.

- 8.3 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.
- 8.4 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.
- 8.5 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 (6) 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.
- 8.6 Except in the case of extreme emergency, a break of a minimum of nine (9) 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 eight (8) 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 an eight (8) or nine (9) hours rest period, as the case may be.
- 8.7 During a regular work week, defined as Monday to Sunday, each stage employee shall be given one (1) designated day off. The designated day will be Sunday or Monday. The Employer has the right to alter the designated day off 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.
- 8.8 Time worked on the designated day off by a stage employee working under this Agreement, shall be paid at two (2) times the straight time hourly rate. Stage employees shall not be required to work on their designated day off and the Employer may schedule other employees to complete work on such days.
- 8.9 Time shall be computed to the next hour except when a stage employee has reached 8 hours pay in a day. At such time the employee shall have their time computed to the half-hour for pay purposes.
- 8.10 The stage employees agree to work overtime when required by the Employer.
- 8.11 There shall be no duplicating or pyramiding of premium compensation.

- 8.12 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 ½) times the applicable straight-time hourly rate.
- 8.13 Only time actually worked shall be used to calculate overtime payments required herein.
- 8.14 If the Employer requires an employee, who is supplied by the Union, to perform all or any portion of their work “during the performance”, in costume, then that employee will receive a one (1) hour flat fee payment based on the job classification assigned to them during the performance, not to exceed thirty five dollars (\$35.00). 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 specific articles of clothing supplied and required to be worn by an employee in the course of the performance to blend into a scene. These costumes shall not include traditional black or “ninja” clothing.

ARTICLE NINE - PUBLIC HOLIDAYS

- 9.1 For all work done, other than regular performances on each and every Statutory Holiday as herein defined, two and one-half (2½) 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 (2½) times the straight time performance rate.
- 9.2 Regular performances on Statutory Holidays as herein defined shall be paid at two and one-half (2½) times the straight time performance rate.
- 9.3 **STATUTORY HOLIDAYS:** The following holidays shall be deemed to be Statutory Holidays for the purposes of the Agreement:

New Years Day	Family Day	Good Friday	
Victoria Day	Canada Day	Civic Holiday	
Labour Day	Thanksgiving Day	Christmas Day	Boxing Day

- a) When the designated day off is Sunday and where a public holiday is declared or celebrated on a day other than the day on which 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 two (2) times 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. If that day is also a Public Holiday, then this shall apply to the next regular day after the Public Holiday.

9.4 The Statutory Holiday shall be deemed to commence at 12:01a.m on the day of the Statutory Holiday and terminate at 8:00a.m on the day following the Statutory Holiday.

ARTICLE TEN - MEAL BREAKS

10.1 No stage employee will be required to work more than two (2) five (5) hour calls in a day. A meal break of a one (1) hour duration will be provided after each five (5) hour call.

10.2 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 warm and nutritious 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.

10.3 Stage Employees shall be given a fifteen (15) minute break 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 each call. During performances the fifteen (15) minute break will be given at a suitable time during the call so as not to affect the Performance.

10.4 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 ELEVEN - WORKERS' COMPENSATION

11.1 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 TWELVE - TRUCK LOADING

- 12.1 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.
- 12.2 The Employer and the Union will consult to determine the number of truck loaders necessary, if any, for the load-in and load-out of the show. Notwithstanding the foregoing, all stage employees, including House Heads and show crew, shall assist in the loading and unloading of trucks regardless of the number of Loaders employed for the call.

ARTICLE THIRTEEN - GENERAL

- 13.1 On Theatrical Events, the parties recognize the traditional distinction between departments (carpentry, electrics and props). However, it is agreed that stage employees, including House Head employees, working in one department will assist stage employees in other departments, as deemed necessary by the Employer, following consultation with the House Head.
- 13.2 On concerts, comedy, one-night and other non-Theatrical Events, departments shall not be recognized.
- 13.3 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 Rate. 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.
- 13.4 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.
- 13.5 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.

- 13.6 Notwithstanding anything to the contrary in Article 13.5, 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.
- 13.7 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.
- 13.8 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 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 summarized as follows and further explained in Schedule A hereto:

POSITION	JAN 1, 2018	JAN 1, 2019	JAN 1, 2020	JAN 1, 2021	JAN 1, 2022
Head Technician	Based on 2017 COLA - \$30.97	2018 rate + COLA (min 1.5%)	2019 rate + COLA (min 1.5%)	2020 rate + COLA (min 1.5%)	2021 rate + COLA (min 1.5%)
Assistant Head Technician	Based on the 2017 COLA - \$29.89	2018 rate + COLA (min 1.5%)	2019 rate + COLA (min 1.5%)	2020 rate + COLA (min 1.5%)	2021 rate + COLA (min 1.5%)
Special Operator	Based on the 2017 COLA - \$28.81	2018 rate + COLA (min 1.5%)	2019 rate + COLA (min 1.5%)	2020 rate + COLA (min 1.5%)	2021 rate + COLA (min 1.5%)
All Others	Based on the 2017 COLA - \$24.10	2018 rate + COLA (min 1.5%)	2019 rate + COLA (min 1.5%)	2020 rate + COLA (min 1.5%)	2021 rate + COLA (min 1.5%)

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 - BENEFITS

17.1 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.”.

17.2 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 to the retirement savings plan. These 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.

17.3 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 sent to the trustee of the plan as designated by the Union.

17.4 The Employer shall contribute three and one half percent (3½%) of each stage employee’s wages to the “Health and Welfare Benefit Trust 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.

- 17.5 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 Seventeen 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.
- 17.6 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 percent (10%) of the wages earned by the stage employee during the previous month.

ARTICLE EIGHTEEN – PERSONAL EMERGENCY DAYS

- 18.1 House Employees will be entitled to five (5) paid Personal Emergency Days to deal with urgent matters such as but not limited to, domestic abuse, personal medical appointments, legal proceedings, illness or injury of a family member and any other necessary activities required to deal with other emergencies. This leave may be taken as consecutive or single days, or part days without prior approval. If additional leave is required, the employee will be granted up to an additional five (5) days of leave without pay and the employer shall not unreasonably deny any such requests for additional leave.

ARTICLE NINETEEN - SEXUAL HARASSMENT

- 19.1 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 - RECORDING AND BROADCAST

- 20.1 In the event the Employer reproduces an attraction covered hereunder using audiotape, videotape, film, broadcast, webcast or any other form of reproduction currently in existence or to be developed in the future for commercial use, each stage employee who works the attraction being reproduced shall be paid an

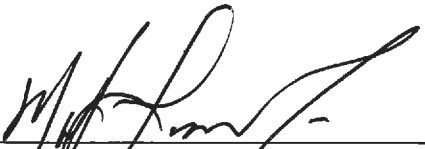
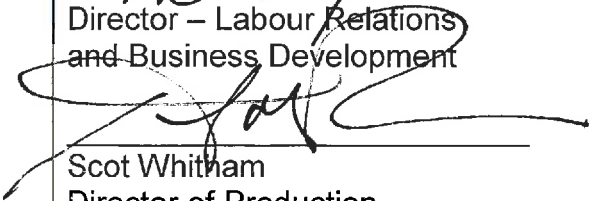
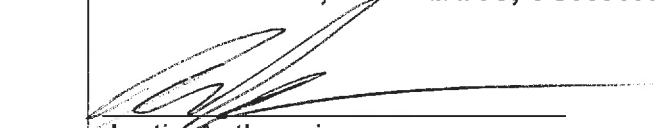
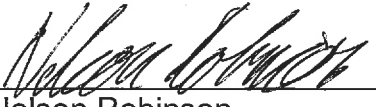
additional amount equal to one-half (1/2) the regular straight-time rate for each hour worked during the actual performance of the attraction.

20.2 Notwithstanding the foregoing, no payment shall be required for the reproduction of all or parts of an attraction for promotional, archival or news broadcast purposes. It is expressly understood that neither the attraction nor the Theatre shall derive revenues from such non-commercial use.

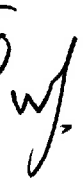
ARTICLE TWENTY ONE - EFFECTIVE DATE AND DURATION

This Agreement shall commence on January 1, 2018 and shall continue to operate until December 31, 2022, 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 THEREOF the Employer and the Union have caused this Agreement to be executed by their duly authorised representatives as of this 30th day of November 2018 at the City of Toronto, in the Province of Ontario.

<p>Mirvish Productions</p>  <hr/> <p>Mark Lavaway Director – Labour Relations and Business Development</p>  <hr/> <p>Scot Whitham Director of Production</p>	<p>THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA, LOCAL #58, TORONTO</p>  <hr/> <p>Justin Antheunis President</p>  <hr/> <p>Nelson Robinson Business Agent</p>
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Schedule A

Date: Nov. 30, 2018 

1. The percentage increase for the Year One (January 1, 2018 to December 31, 2018) shall be calculated as follows:
 - a) The 2018 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, calculated using the CPI all items rate for Toronto averaged January 2017 to January 2018. This increase shall be no less than 1.5% and there shall be no cap or ceiling on the increase. This increase shall be applied to all rates in effect as of December 31, 2017.
 - b) It is understood that a retroactive payment to all benefits covered by the Collective Agreement to reflect this increase in rates shall also be made.

2. The percentage increase for Year Two (January 1, 2019 to December 31, 2019) shall be calculated as follows:
 - a) The 2019 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 2018 have been applied pursuant to paragraph 1(a) above), calculated using the CPI all items rate for Toronto averaged January 2018 to January 2019. This increase shall be no less than 1.5% and there shall be no cap or ceiling on the increase.

3. The percentage increase for Year Three (January 1, 2020 to December 31, 2020) shall be calculated as follows:
 - a) The 2020 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 2019 have been applied pursuant to paragraph 2(a) above), calculated using the CPI all items rate for Toronto averaged January 2019 to January 2020. This increase shall be no less than 1.5% and there shall be no cap or ceiling on the increase.

4. The percentage increase for Year Four (January 1, 2021 to December 31, 2021) shall be allocated as follows:

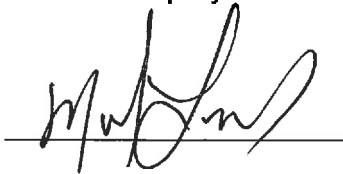
a) The 2021 increase shall be calculated on the basis of a Cost of Living Allowance (COLA) increase to all Rates of Pay referred to in Article 16 of the Collective Agreement, (after the rate increases for 2020 have been applied pursuant to paragraph 3(a) above), calculated using the CPI all items rate for Toronto averaged January 2020 to January 2021. This increase shall be no less than 1.5% and there shall be no cap or ceiling on the increase.

5. The percentage increase for Year ^{Five} ~~Three~~ (January 1, 2022 to December 31, 2022) shall be calculated as follows:

a) The 2022 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 2021 have been applied pursuant to paragraph 4(a) above), calculated using the CPI all items rate for Toronto averaged January 2021 to January 2022. This increase shall be no less than 1.5% and there shall be no cap or ceiling on the increase.

6. It is understood that the Union reserves the right to determine how the rate increase is to be "split" between wages and or benefits, on an annual basis. The Union will inform the employer of how the increase is to be ~~split~~ split, if at all, in a timely manner, once the amount of the increase has been confirmed. ^{split}

For the Employer



Mark Lavaway

For the Union



Justin Antheunis