

July 1, 2015 – June 30, 2018

**THE CANADIAN OPERA COMPANY**

hereinafter referred to as the “COC”

and

**The International Alliance of Theatrical Stage Employees,  
Moving Picture Technicians, Artists and Allied Crafts of  
the United States, Its Territories and Canada, Local 822  
(Theatrical Wardrobe, Makeup Artists & Hair Stylists)**

hereinafter referred to as the “Union”

The general purpose of this Collective Agreement is to recognise the common interest between the COC and the Union in promoting the utmost cooperation and friendly spirit between the COC and its employees, to ensure efficiency and economy of operation of the COC, to set forth conditions of employment to be observed between the parties and to provide for the just resolution of disagreements.

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## Definitions

Season – The period from July 1 to June 30

Dress Rehearsal – A Dress Rehearsal, as designated by the COC, shall be considered a Performance Call.

Wardrobe – The costume(s) worn by performers in the course of a performance to define a character. For clarity, costumes shall not include regular orchestra pit blacks, choir robes, or clothing worn on stage by persons where the COC's premises are being used for purposes other than a theatrical production.

Rehearsal costume – An item of clothing provided as a facsimile of the costume to be worn in performance, but not the actual costume.

Article 1  
Recognition

- 1.01 The COC hereby recognizes the Union as the exclusive bargaining agent of labour for all wig, hair and make-up employees for the COC in the City of Toronto, save and except the wig and make-up supervisor, persons above the rank of wig and make-up supervisor.
- 1.02 The COC hereby recognizes the Union as the exclusive bargaining agent for all wardrobe employees of the Canadian Opera Company in the City of Toronto, save and except costume supervisor and persons above that rank.

Clarity Note: Bargaining unit does not include Costume Construction shop of the COC.

## Article 2 Management Rights

- 2.01 The Union recognizes that it is the exclusive right of the COC to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, promote, demote, lay off and recall employees through the Union;
  - (c) discipline and discharge employees for just cause, where grievance and/or arbitration procedures have been followed;
  - (d) generally manage the COC and without restricting the generality of the foregoing, to determine the objectives of the COC, to be supplied with qualified personnel, to plan, direct and control operations, properties, facilities, programmes, systems, and methods, to make such rules and regulations as may be deemed necessary for the conduct and management of performance and working conditions, to determine policies and procedures, maintenance of its premises, direct its personnel, determine complement, organization, methods and number, location and classification of personnel required from time to time, the number and location of facilities, services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement.
- 2.02 The exercise of the COC's rights and those of the Union shall be subject to the terms and provisions of this agreement and will abide by the legislation both Federal and Provincial.
- 2.03 If any part of the conditions of employment as outlined in the Agreement are determined to be illegal by any judicial or legislative action, the remaining articles shall continue to be operative.
- If it is deemed necessary to renegotiate any Article for the purpose of legislative or judicial conformity, such negotiation shall be subject to the following:
- i) All changes must be made by mutual consent; and
  - ii) All changes will become a part of this Agreement.
- 2.04 The COC may request that persons employed under this Agreement work in areas where the Union has no jurisdiction, but the exercise of this request by the COC will not extend the Union's jurisdiction to those areas.
- 2.05 No employee will be required to provide rack assembly or to push crates to and from trucks.

### Article 3 Union Security

- 3.01 All employees who work in the jurisdiction of the Union must be members in good standing of the Union, supplied by the Union as a continuous condition of employment.
- 3.02 The COC shall allow the Business Agent or designate of the Union reasonable access to the place of work. The Union agrees that such access shall not interfere with the COC or with the employee's ability to perform his/her duties. Except with the consent of management, Union business and meetings will not be conducted during working hours on COC premises.
- 3.03 The COC shall give credit to the Wardrobe Department Head, Wardrobe Assistant Department Head and the Head of Wigs and Makeup Crew in the performance programme.
- 3.04 The Union is a member of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada. In the event of a conflict between the Union's or the employees' obligations pursuant to the Constitution and By-Laws of the International and the provisions of this Collective Agreement, the clauses causing the conflict will immediately be opened for negotiation to resolve the conflict.
- 3.05 The COC shall not employ, contract and or sub-contract with any entity or use agents or employees of third party labour companies, promoters or independently contracted workers to perform bargaining unit work covered by this agreement unless the union is unable to provide employees as described in **Article 4.09** below. The purchasing of pre-constructed materials or products shall not be considered contracting out.
- 3.06 The Union agrees to supply competent and qualified personnel to perform such work as required and further agrees to supply the same personnel for performances as for rehearsals and maintenance of a production and orientation. Substitution shall only be made in cases of illness or injury or under the Leaves of Absence provisions of the Employment Standards Act, 2000. Substitution for any other reason shall be made only at the discretion of the COC and must be agreed to by the COC in advance of the first scheduled call for the production.
- 3.07 No employee or steward will be disciplined or dismissed without just cause, and they shall have the right to have a Union representative present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action.
- 3.08 The COC agrees to provide a bulletin board to the Union in places of employment where the membership of the Union shall have open, easy and equal access for the posting of notices and other materials of interest to its members.
- 3.09 Overtime shall be worked when required and approved by COC subject to the terms and conditions of this contract.
- 3.10 The COC agrees to deduct a percentage of gross earnings, including vacation pay, for union dues on behalf of all employees under the jurisdiction of the Union. The dues deductions shall be weekly and remitted monthly by cheque payable to the "Operating Account of Local 822, I.A.T.S.E." together with a list of employees for and on behalf of whom such deductions/contributions have been made. The list shall include the employee's name, social

insurance number, gross earnings and the amount of dues deducted. Dues deducted shall be remitted no later than the fifteenth (15<sup>th</sup>) of the following month in which the person earned the wages in respect to such deductions. It is agreed that there will be no fees and charges attached to the administering of the dues deduction.

- 3.11 The Union will notify the COC in writing of the amount of such percentage dues currently in effect and will further advise the COC of any changes in such percentage.
- 3.12 It is understood and agreed that the Union will hold the COC harmless from all claims, damages, costs, fees or charges of any kind that arise out of the COC deducting dues in accordance with the provisions of this Article, except for any claim or liability arising out of an error committed by the COC.
- 3.13 When the COC sublets, leases or loans its premises (specifically but not limited to the Imperial Opera Theatre and the Four Seasons Centre for the Performing Arts) or part thereof to third parties, it shall pay for all work performed by members of the Union.
- 3.14 Union personnel shall be used by the COC or third parties who have sublet, leased or borrowed the premises, on all occasions where performers require assistance with wardrobe (other than what is normally described as street clothes), theatrical makeup and/ or theatrical wigs. It will not be necessary to employ Union personnel for the sole provision of towels to performers. Rehearsal costumes, performance footwear or items of wardrobe that affect the safety of the performers may be used in rehearsal without employing Union personnel.
- 3.15 No performer may assist another performer in dressing or hair/ wig dressing. Stage Managers, their assistants or any other back stage personnel, may not perform the duties under the jurisdiction of the Union except in an emergency.

## Article 4 Staffing

- 4.01 The COC agrees to employ a Head of Wig and Makeup Crew with a guarantee of a minimum of twenty four (24) weeks of employment of forty (40) worked hours per week. The twenty four (24) weeks must fall between August fifteenth (15<sup>th</sup>) and June thirtieth (30<sup>th</sup>) of the following year. Hours worked on the designated day off shall count at straight time towards the guarantee.
- 4.02 The COC agrees to employ a Head of Wardrobe Department with a guarantee of a minimum of twenty four (24) weeks of employment of forty (40) worked hours per week. The twenty four (24) weeks must fall between August fifteenth (15<sup>th</sup>) and June thirtieth (30<sup>th</sup>) of the following year. Hours worked on the designated day off shall count at straight time towards the guarantee.
- 4.03 The COC may employ an Assistant Head of Wardrobe Department, at its discretion with a guarantee of a minimum of twelve (12) weeks of employment for forty (40) worked hours per week. The twelve (12) weeks must fall between August fifteenth (15<sup>th</sup>) and June thirtieth (30<sup>th</sup>) of the following year. Hours worked on the designated day off shall count at straight time towards the guarantee. The COC may, at its discretion, choose to employ a second Assistant Head of Wardrobe Department with no guaranteed minimum employment.
- 4.04 The COC recognises the importance of having the Heads and Assistant available to the crew members over the course of a performance. The COC will assign a limited number of performance cues to the Heads and Assistant in an effort to maintain their availability and to allow them to carry out supervisory responsibilities throughout the performance.
- 4.05 Subject to **Article 3.01** the COC shall have the right to select the employees in **Articles 4.01, 4.02, and 4.03** or their temporary replacements, paid at rates not less than set out in Schedule "B" attached.
- 4.06 For all wig and makeup calls, the COC agrees to use a list of bargaining unit members agreed upon between the COC and the Union. The list will be attached to this agreement as Schedule "A". Members whose employment has been terminated for just cause will be removed from Schedule "A". This clause shall only apply to COC productions and any third party rentals shall be subject to the hiring provisions of the local.
- 4.07 All calls will be placed with the Business Agent. For all wig and makeup calls, subject to **Article 4.01 and 4.06**, the COC shall be free to choose its employees from Schedule "A". Failing those members availability the COC shall have the right to pick from the Union's list of all available members.
- 4.08 For third party rentals, not including the National Ballet of Canada, selected positions shall at no time outnumber Union referrals.
- 4.09 In the event that the Union shall be unable to supply sufficient qualified personnel to the satisfaction of the COC, a meeting of the Union and the COC shall be held within 48 hours of written notification being sent to the Union and with confirmation of said written notification.



Should no agreement be reached in this meeting then the COC shall be at liberty to make other arrangements as may be deemed necessary to fill the position until agreement is reached.

- 4.10 All hair dressing services necessary during the running of a production shall be performed by members of the Union possessing a valid and current Certificate of Qualification as a Hairstylist issued by the Ministry of Training, Colleges and Universities. The rate of pay for the performance of such services shall be negotiated between the COC and the employee and approved by the Business Agent of the Union. The COC shall also pay benefits at the applicable rates based upon the negotiated rate of pay. This shall not include the initial haircutting and styling to set the design of the performer's hair for the show.
- 4.11 All wig construction, alteration and repair shall be performed by members of the Union, subject to Schedule A. The rates of pay for such services shall be negotiated between the COC and the employee and approved by the Business Agent of the Union. The COC shall also pay benefits at the applicable rates based upon the negotiated rates of pay.
- 4.12 Although it is under no obligation, when the COC produces a traveling road show it will give first consideration to employees supplied by the Union. Rates will be subject to negotiations and not to the rates laid out in the Agreement.
- 4.13 It is agreed that training is in the interest of both the Union and the COC. As such, both organizations agree to consider, financially or otherwise, supporting specialized training courses that would be of mutual benefit.

Article 5  
Rates of Pay/Hours of Work

- 5.01 Minimum time for a Work Call shall be four (4) hours.
- 5.02 For Wig and Makeup employees, a Performance Call shall be a working period of up to four (4) hours and shall commence no later than one-half (1/2) hour prior to curtain, and shall end no later than thirty (30) minutes hour after the final curtain. All time worked over and above this period shall be paid at the applicable hourly rate as herein set forth.
- 5.03 For Wardrobe Attendants, a Performance Call shall be a working period of three and one half (3 ½) hours, time to be considered from one half (1/2) hour prior to the show to the final curtain. All time worked over and above the said working period shall be paid for at the applicable rate as hereinafter set forth. A grace period of five (5) minutes shall be allowed before extra time is charged. When a performance is completed prior to or by the three and one quarter (3 ¼) hour mark, a maximum of fifteen (15) minutes grace period will be allowed to complete the normal end of show duties associated with the performance before additional charges will apply.
- 5.04 For the Head of Wardrobe Department and Assistant Head of Wardrobe Department, a Performance Call shall be deemed to be a working period of four (4) hours, time to be considered from one (1) hour prior to the show to the final curtain. All time worked over and above the said working period shall be paid for at the applicable rate as hereinafter set forth. A grace period of five (5) minutes shall be allowed before extra time is charged. When a performance is completed prior to or by the three and one quarter (3 ¼) hour mark, a maximum of fifteen (15) minutes grace period will be allowed to complete the normal end of show duties associated with the performance before additional charges will apply. If a Wardrobe Attendant is called up to thirty (30) minutes earlier than the half (1/2) hour, the Head of Wardrobe Department and Assistant Head of Wardrobe Department will be paid an additional one (1) hour increment at the prevailing rate. If one or more Wardrobe Attendants are called thirty (30) to sixty (60) minutes or more earlier than the half (1/2) hour, the Head of Wardrobe Department and Assistant Head of Wardrobe Department will be paid an additional one (1) hour increment at the prevailing rate.
- 5.05 A maximum one (1) hour call may be attached to the beginning and/or end of a Performance Call and, shall be paid at applicable hourly rate.
- 5.06 Time worked between 8:00 am and midnight on any day excluding the designated day off shall be paid at straight time.
- 5.07 Time worked between midnight and 8:00 am shall be paid at double time.
- 5.08 Time worked in excess of eight (8) hours in one day shall be paid at time and one-half.
- 5.09 All time worked on the designated day off shall be paid at twice the straight time rate.
- 5.10 All time worked on the seventh (7<sup>th</sup>) day shall be paid twice the straight time rate for all work performed.

5.11 Monday shall be the day off for the purposes of this agreement.

A single performance on a Sunday shall be paid at the regular Performance Rate. All hours worked and any other performances on that day shall be paid at double the rate as set out in Schedule "B".

5.12 When an employee is paid hourly for all work performed in one week, all regular time hours in excess of forty (40) shall be paid at time and one-half.

5.13 For the purposes of computing pay, time worked will be rounded to the next whole hour.

5.14 The minimum notice for the cancellation of a call shall be twenty four (24) hours from the beginning of the originally scheduled call. Should the call be cancelled with less than the minimum notice then the employee shall be paid 4 hours at regular rate in lieu of the call.

5.15 Except for performances involving the COC or the National Ballet of Canada, in the case of load-in for a performance on the same day, the minimum call for an employee called for the load-in, and who is not called to work the performance, shall be eight (8) hours.

5.16 When a pack out is scheduled to occur during the final performance, all employees working that performance are required to do the pack out and shall receive the "Pack Out Rate" as defined in Schedule "B" in addition to the wages they would otherwise receive for the performance. The Pack Out Rate allows for the packing to be done from the start of the performance call to one half (1/2) hour after the final curtain. Any hours in addition to this will be subject to the applicable hourly rate.

5.17 For the purposes of pay computation, the regular work week shall extend from 12:01 a.m. Monday and end at 12:00 midnight the following Sunday.

5.18 Employees shall be paid for services performed at rates not less than the amounts set out in Schedule "B". These monies shall be paid to the employees by cheque, Thursday of the following week.

5.19 For COC Ensemble and Education Department events that are not on the FSC Mainstage, Head of Department/Crew Head employees shall be paid at the Head of Department rate as set out in Schedule "B". For any additional employees the rate set in Schedule "B" for Educational/Ensemble shall apply.

5.20 The COC school tour shall be exempt from this agreement.

Article 6  
Breaks and Meal Periods

- 6.01 A meal break of one (1) hour, without pay, shall be given after not fewer than three (3) hours of continuous work and not more than five (5) hours of continuous work. In the event that no such break is given then the COC shall provide to all employees affected, a paid meal break of one half (½) hour's duration and shall at its expense supply adequate hot and nutritious food. The COC shall also pay a penalty of one hour at the straight time hourly rate.
- 6.02 For Performance calls, including additional hours related to the performance in excess of five (5) continuous hours, the COC shall provide a paid meal break of one half (½) hours duration to the affected employees and shall at its expense supply adequate hot and nutritious food. The performance will continue and employees, in consultation with the COC, will absent themselves from the stage for a thirty (30) minute meal break.
- 6.03 The day off is deemed to commence at 12:00 o'clock midnight of the designated day off and to terminate at 8:00 am on the day following.
- 6.04 Where a break of more than two (2) hours occurs, the next call constitutes a new four (4) hour minimum call.
- 6.05 For a call of four (4) hours, a paid break of fifteen (15) minutes will be provided at roughly the mid-point of the call. For a call of five (5) hours, a paid break of twenty (20) minutes will be provided at roughly the mid-point of the call. It is recognized that a performance call may not include such breaks

## Article 7 Benefits

- 7.01 The COC agrees to pay Vacation Pay in the amount outlined in Schedule "B", which, for the Makeup and Hair employees, shall be deducted weekly and remitted twice yearly by cheque payable to the employee dated no later than the 1<sup>st</sup> day of June and the 1<sup>st</sup> day of December. These deductions shall be included in the monthly statement of deductions sent to the Union.
- The COC agrees to compensate vacation pay in the amount of ten percent (10%) paid weekly, exclusive of benefits, for all wardrobe employees.
- 7.02 The COC agrees to participate in the Welfare Benefits Plan of the Union to be known as the "Retirement –Welfare Benefit Funds of Local 822, I.A.T.S.E." for the term of this agreement.
- 7.03 The COC shall deduct a percentage amount as set out in Schedule "B" of each individual employee's gross wages for the purposes of retirement. To which the COC shall also contribute, as set out in same.
- 7.04 During the term of this contract, the COC shall contribute on behalf of each individual a percentage amount as outlined in Schedule "B" for Sick Benefit purposes to be remitted weekly on the individual members' cheques.
- 7.05 During the term of this contract, the COC shall contribute on behalf of each individual a percentage amount as outlined in Schedule "B" for Health & Welfare purposes for I.A.T.S.E. Local 822 members.
- 7.06 These deductions, together with the contributions shall be remitted monthly by cheque payable to Health & Welfare or Retirement Benefit Funds of Local 822, I.A.T.S.E." and sent to the trustee of these funds as designated by the Union.
- 7.07 The COC shall contribute a percentage amount as set out in Schedule "B" of each individual's gross earnings to the IATSE Local 822 Education fund, remitted monthly sent to the trustee as designated by the Union.
- 7.08 A statement showing the names of all individuals for whom contributions have been made and the respective amounts in each case shall accompany the remittance.

Article 8  
Statutory Holidays

8.01 Recognized statutory holidays are:

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

8.02 Whenever any of the above Holidays are recognized on an alternate day, they will be so recognized by the COC.

8.03 If the Employee is required to work on a Statutory Holiday, and that day is not the designated day off either the Employee will receive Public Holiday Pay as defined by the *Employment Standards Act, 2000* and the Employee will be paid at one and one half times (1½ x) the straight time rate for all hours worked on that day or the Employee will be paid double time (2x) the straight time rate for all hours worked on that day, whichever is greater.

8.04 If the Employee is required to work on a Statutory Holiday, and that day is also the designated day off, either the Employee will receive Public Holiday Pay as defined by the *Employment Standards Act, 2000*, and the Employee will be paid at one and one half times (1½ x) the straight time rate for all hours worked on that day or the Employee will be paid at double time (2x) the straight time rate for all hours worked on that day, whichever is the greater. The Employee shall also receive a day off in lieu of the Statutory Holiday, such day to take place within the work week in which the Statutory Holiday takes place.

8.05 The COC may, at its discretion, substitute for the day off in lieu referred to above in **Article 8.04**, a premium payment of one and one half times (1½ x) the straight time rate for all hours worked on the day following the Statutory Holiday.

8.06 If the Statutory Holiday falls on the designated day off, and the Employee is not required to work on that day, the Employee will receive Public Holiday Pay as defined by the *Employment Standards Act, 2000*, to be paid during the week in which the Statutory Holiday takes place.

8.07 The Employee shall also receive, under the circumstances set forth in **Article 8.06** above, at the sole discretion of the COC, one of the following premiums: a day off in lieu of the Statutory Holiday, such day to take place within the work week in which the Statutory Holiday takes place, or a premium payment of one and one half times (1½ x) the straight time rate for all hours worked on the day following the Statutory Holiday.

8.08 If the Statutory Holiday does not fall on the designated day off, and the Employee is not required to work on that day, the Employee will receive Public Holiday Pay as defined by the *Employment Standards Act, 2000*, to be paid during the week in which the Statutory Holiday takes place.

## Article 9 Health & Safety

- 9.01 The COC will cover all employees supplied by the Union for employment by the COC under the coverage of the Workplace Safety and Insurance Act.
- 9.02 Employees so supplied and covered shall comply with rules and regulations in reporting of accidents. Rules shall be posted prominently in all crew rooms.
- 9.03 All work shall be performed in a safe manner as set out in the *Ontario Occupational Health and Safety Act*, Provincial Safety Guidelines for the Live Performance Industry in Ontario, the COC's Health and Safety Manual, and such safe working practices as may be determined from time to time by the COC. Employees shall comply with COC health and safety policies and the COC shall post policies prominently.
- 9.04 Wardrobe attendants shall be required to provide themselves with a basic sewing kit (white and black thread, needles, seam ripper, scissors, thimble, flashlight, apron). Wig and Make-up artists shall be required to provide themselves with a basic make-up/hair kit (hair comb, hair brush, flashlight, apron, make-up brushes).

For productions requiring large (extensive) sewing kits or hair and make-up supplies, the COC will furnish the same. If an employee provides these kits/supplies at the request of the COC, the applicable daily rental fee in Schedule B will be payable. The daily rental fee for any additional equipment that may be provided by an employee at the request of the COC shall be negotiated with the Business Agent of the Union. If equipment provided by an employee is lost or damaged while being rented by the COC, the equipment will be replaced at the COC's expense.

Employees may be required to provide themselves with protective clothing and footwear unless the work process requires personal protective equipment of a specialized nature.

The COC agrees, upon request, to review and sign a Declaration of Conditions of Employment (T2200) for income tax purposes.

- 9.05 The COC and the Union recognize that every employee has the right to freedom from violence in the workplace and will ensure that a preventative program is in place consistent with the Occupational Health and Safety Act.

Where a perceived risk affecting a member of the Union exists, the COC and the Union shall meet to determine appropriate responses.

When an employee/member has suffered violence in the workplace, the COC will immediately investigate the situation in accordance with the steps outlined in the Occupational Health and Safety Act, the COC policies and any other relevant jurisdictional policies and procedures.

All employees shall comply with the COC's Workplace Violence Policy and Procedures and the COC shall post this policy and procedures prominently.

- 9.06 The COC and the Union recognize the need to provide an environment free from discrimination and harassment including bullying.

The COC and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any person in regard to salaries, rank, appointment, promotion, tenure, reappointment, dismissal, leaves, fringe benefits, or any other matter arising from this Agreement, by reason of age (except for retirement by legislation), race, language, creed, colour, ancestry, ethnic or cultural background, national origin, political or religious affiliation or belief, sex, sexual orientation, gender identity, gender expression, marital status, family relationship, personal or social life style or behaviour, record of offences, by reason of the person's membership in the Union, nor by reason of his/her activity in the Union, clerical or lay status, handicap or disability including physical handicap (except for such distinction, exclusion, limitation or protection as may meet the criteria of a bona fide occupational requirement).

All employees shall comply with the COC's *Workplace Harassment Policy and Procedures* and the COC shall post this policy and procedures prominently.



Article 10  
Leaves

- 10.01 The COC agrees to grant leave when requested when the reason for such leave is reasonable. For all leave requests other than those set forth in **Article 10.02**, a written request for leave shall be submitted by the Employee to the COC. Permission for such leave, if granted by the COC at its sole discretion, shall be given to the Employee in writing. It is the responsibility of the Employee to assume all costs incurred by COC arising directly from any leave other than for the reasons set forth in **Article 10.02**.
- 10.02 The COC agrees to provide employees with three (3) consecutively scheduled days paid bereavement leave in the event of the death of an immediate family member – spouse or partner, (step) children, (step) parents, siblings, grandparents and parental in-laws. The employee shall be paid for all their scheduled calls missed during the bereavement leave.
- 10.03 Sick Leave  
Employees employed under Articles 4.01, 4.02, and 4.03 shall accumulate Sick Leave credits at the rate of eight (8) hours for each month of continuous service to a maximum entitlement of forty (40) hours. Sick Leave may be taken only in the case of illness and eligible employees shall be paid for all their scheduled calls missed under their absence due to illness. This time shall count towards the guarantee. If the illness extends for more than three (3) consecutive working days, the COC may require the presentation of a doctor's certificate.
- 10.04 Jury Duty  
Employees employed under Articles 4.01, 4.02, and 4.03 who are required to serve as a juror shall receive payment for all their scheduled calls missed during the period for which they are serving as a juror. This time shall count towards the guarantee.

Article 11  
Complaint, Grievance and Arbitration

11.01 The Union and the COC agree that communication is a critical component of the day to day operations of the organization and relationship.

The Union and the COC agree to meet on a quarterly or more frequent basis, if required, to discuss topics at hand and concerns to avoid conflict and to enhance communication and understanding.

The meetings can be requested by either party and shall be documented by the requesting party, with the notes being provided to each group.

11.02 The immediate attention to complaints and grievances is of the utmost importance. A grievance shall be any dispute or difference arising out of the alleged violation, application, administration or interpretation of the provisions of this Agreement.

11.03 Without limiting the generality of the foregoing, a grievance may also include any dispute or difference arising out of the alleged arbitrary, discriminatory, bad faith or unreasonable treatment of members in respect to matters that are not regulated expressly by provisions of this agreement.

11.04 The time limits fixed in this grievance and arbitration article may be extended by written consent of both parties to this agreement

11.05 The grievance procedure shall be as follows except that Group, Union or Policy grievances must be referred to Step Two of the grievance procedure and any grievance involving suspension or dismissal must be referred to Step Three of the grievance procedure.

11.06 Grievance

Step One: When an employee wishes to file a complaint they must do so, in writing, to their Steward within five (5) working days from the time the circumstances upon which the complaint is based were known. The Steward will then submit it to the immediate supervisor. The employee, Steward and supervisor shall discuss the complaint within five (5) working days and the supervisor shall provide their decision, in writing, within five (5) working days following the discussion.

Step Two: Should the decision be unsatisfactory to the grievor they shall bring the concern, in writing, to the attention of the Production Manager, Technical Director or designate. The Manager or designate shall convene a meeting within five (5) working days, which shall include the employee and Steward to discuss the matter. The Production Manager, Technical Director or designate shall provide their decision, in writing, within five (5) working days of such meeting.

Step Three: Failing any amicable settlement either party to this agreement shall bring the concern, in writing, to the attention of the Business Agent, President or designate of the Union or to the attention of the General Director or designate of the COC, whichever the case may be, within five (5) working days of the decision of the Manager, or from the time of a suspension or

dismissal. The parties shall communicate within a reasonable period of time, which will not exceed fifteen (15) calendar days, to resolve the grievance. Should there be no settlement satisfactory to either party the matter shall be referred to arbitration.

#### 11.07 Arbitration

For the purpose of this section, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive days exclusive of Saturdays, Sundays and Statutory Holidays. The parties to this Agreement shall make every effort to meet to further discuss the grievance in order to determine if an amicable settlement can be reached prior to the hearing of the arbitrator. Prior to the commencement of the arbitration, either party may request the services of a settlement officer or mediator or another individual who is acceptable to both parties. If both parties agree to participate, the grievance service officer or mediator will meet the parties on a without prejudice basis, at a mutually agreeable time and place, in order to review the matter in dispute in an attempt to settle it without the need of proceeding to arbitration.

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

Step Two: In the event that the parties are unable to agree on a single arbitrator within five (5) days, either party may request the Minister of Labour to appoint an Arbitrator.

Step Three: The Arbitrator shall schedule a hearing as soon as possible, wherever possible within sixty (60) days of appointment.

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

Article 12  
Publicity & Promotion / TV & Film

- 12.01 **Archival:** The COC may film or video tape the production for archival purposes and there shall be no additional payments to the Employees.
- 12.02 **Commercial:** If a segment, portion or an entire stage performance is recorded in any manner by anyone representing film or television companies for commercial purposes then a fee shall be paid to each employee called on crew for the particular performance of fifty (50%) percent of all monies earned by each employee during that performance call, and any hours attached to the performance call.
- 12.03 **Film/TV work:** Whenever the COC or any part is used for Television, Video Tape or Motion Picture Making either within or without the premises, all work which is normally within the competence of the Union shall be handled by the employees supplied by the Union, and all employees so employed shall be paid by the TV and Film rates herein agreed upon in Schedule "B" attached.
- 12.04 **Film work by COC:** Whenever the COC engages in Television, Video tape or motion picture making within the City of Toronto, that would appear in a production, all work which is normally within the competence of the Union shall be handled by employees supplied by the Union, and all employees so employed shall be paid the applicable Hourly Work rate (not the TV and Film rates), herein agreed upon in Schedule "B" attached.
- 12.05 **Media/PR:** The Union agrees that members of the media and the Public Relations Department of the COC shall be allowed to take photographs, videotape, motion pictures, or audiotape by mechanical or electrical means for publicity, promotion (including the COC website) or news purposes without restriction or additional costs.
- 12.06 **Publicity and Promotion:** The provisions of Article 12.02 hereof shall not apply when visual images or audio are recorded solely for news purposes, publicity, or for the direct promotion of the COC. The final product as presented for viewing by the public shall contain no more than five (5) minutes of performance and five (5) minutes of rehearsal footage in length.
- 12.07 Employees shall not be required to appear in photographs, recordings, videotapes or motion pictures nor will they be photographed, recorded, or videotaped without their prior consent.

Article 13  
Strike and Lock Out

- 13.01 The Union agrees that it shall not call, authorize or engage in any unlawful strikes, work stoppages, slowdowns, or any other concerted action or picketing for the duration of the Agreement. The COC agrees that it will not engage in any lockout for the duration of this Agreement.
- 13.02 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, and c.1.

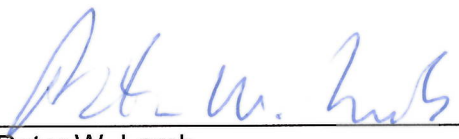
Article 14  
Duration, Renewal & Revision

- 14.01 This agreement shall become effective upon signing and shall remain in effect up to midnight on the 30th day of June 2018.
- 14.02 All “rates of pay” provisions shall become effective on the 1<sup>st</sup> day of July 2015. All benefit and other conditions will be effective upon signing of the agreement.
- 14.03 Either party, by giving notice in writing, may require the other party to enter into negotiations for the renewal of the agreement within the period of three (3) months prior to the expiry date, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to secure such renewal.
- 14.04 If neither party gives notice of termination, nor of a desire to negotiate a new Agreement, this agreement shall be automatically renewed for a period of one year, and from year to year thereafter.
- 14.05 Upon notice being given in accordance with **Article 14.02**, both parties shall within fifteen (15) days of receipt of such notice, meet to establish a timetable for negotiations and exchange in writing any proposed modifications or revisions of this Agreement.

This contract is agreed to by the undersigned on behalf of their respective organizations and signed on this day of \_\_\_\_\_ 2016 in the City of Toronto, in the Province of Ontario:


On behalf of the Canadian Opera Company

  
\_\_\_\_\_  
Chuck Giles  
Technical Director

  
\_\_\_\_\_  
Peter W. Lamb  
Director of Production

On behalf of the International Alliance of Theatrical Stage Employee, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, Local 822, Theatrical Wardrobe, Makeup Artists & Hair Stylists

  
\_\_\_\_\_  
Diane Lockett-Reilly  
President

  
\_\_\_\_\_  
Michelle DiCesare  
Business Agent

## Schedule "A"

### Running Crew

Suzie Desjardins

Vicky Fattore

Cori Ferguson

Christine Heron

Jennifer Kranjec

Anne Marie Macloughlin

Samantha Miller-Vidal

Kelly Probyn-Smith

Jacqueline Robertson-Cull

Carol Smith-Deighton

### Builders

Bonnie Ng



## Schedule "B" Rates

July 1, 2015 –      July 1, 2016 –      July 1, 2017 –  
 June 30, 2016      June 30, 2017      June 30, 2018

### Wardrobe Head of Dept

Hourly Work	33.11	\$ 33.61	\$ 34.11
Performance	135.74	\$ 137.78	\$ 139.85
TV/Film	39.07	\$ 39.66	\$ 40.25
Pack Out	77.14	\$ 78.30	\$ 79.47

### Wardrobe Assistant

Hourly Work	31.10	\$ 31.56	\$ 32.03
Performance	\$ 124.37	\$ 126.23	\$ 128.12
TV/Film	\$ 36.68	\$ 37.23	\$ 37.79
Pack Out	\$ 72.45	\$ 73.53	\$ 74.63

### Head of Wig and Makeup Crew

Hourly Work	\$ 33.11	\$ 33.61	\$ 34.11
TV/Film	\$ 39.07	\$ 39.66	\$ 40.25
Pack Out	\$ 77.14	\$ 78.30	\$ 79.47

### Wardrobe Attendant

Hourly Work	\$ 28.55	\$ 28.98	\$ 29.41
Performance	\$ 117.04	\$ 118.79	\$ 120.57
TV/Film	\$ 33.68	\$ 34.18	\$ 34.69
Pack Out	\$ 66.51	\$ 67.51	\$ 68.52
Ensemble	\$ 24.83	\$ 25.20	\$ 25.58
Ensemble Performance	\$ 99.31	\$ 100.80	\$ 102.32

### Wigs and Makeup Artist

Hourly Work	\$ 28.55	\$ 28.98	\$ 29.41
TV/Film	\$ 33.68	\$ 34.18	\$ 34.69
Pack Out	\$ 66.51	\$ 67.51	\$ 68.52
Ensemble	\$ 24.83	\$ 25.20	\$ 25.58

RSP Deduction	5%
RSP Contribution	7%
Sick Benefit	1.5%
Health & Welfare	4.5%
Vacation	10%
Education	1%

Extensive Sewing Kit	\$65.00/day
Extensive Hair/Makeup Kit	\$115.00/day