

Live Nation Canada, Inc.

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The International Alliance of Theatrical Stage Employees and
Moving Picture Technicians, Artists and Allied crafts of
The United States, Its Territories and Canada

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Theatrical Wardrobe, Makeup Artists and Hair Stylists Union
I.A.T.S.E. Local # 822

January 1, 2016 – December 31, 2020

This Agreement is entered into by and between Live Nation Canada, Inc. (hereinafter the "Employer") and the International Alliance of Theatrical Stage Employees, Motion Picture Operators, Artists and Allied Crafts of the United States and Canada, Theatrical Wardrobe, Makeup Artists and Hair Stylists Union Local 822, I.A.T.S.E. (collectively hereinafter the "Union").

ARTICLE I - RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all employees who are employed by the Employer at The Molson Amphitheatre, located at 909 Lakeshore Blvd. West in Toronto, Ontario (hereinafter the "Amphitheatre") and who perform all work under the jurisdiction of the Union as hereinafter described.

ARTICLE II - JURISDICTION

- A. The jurisdiction of the Union shall include Wardrobe, Wig, Makeup Attendants and Hairstylists employees, which shall involve by way of illustration but not limitation, the construction and repair of all costumes; the fitting of all costumes; ironing; sewing; costume changes; the packing and unpacking of all wardrobe, wigs and make-up related accouterments; the preparing, setting, styling of hair and wigs and costume related changes of hair and wigs; and related make-up preparation and alterations.
- B. Although the setting up and tearing down of dressing rooms and costume change areas does not fall explicitly under the jurisdiction of the Union, the Union will perform such work if requested by the Employer.
- C. The parties recognize that members of a road crew regularly traveling with an attraction may perform their normal functions for that attraction.

ARTICLE III - NON-DISCRIMINATION

Neither the Employer nor the Union shall in any manner discriminate against any employee or applicant for employment by reason of race, colour, national origin, religion, and disability subject to reasonable accommodation, sex, sexual orientation, or union membership.

ARTICLE IV - MANAGEMENT RIGHTS

- A. The Employer shall retain all rights, privileges, powers, authority, and discretion possessed by it prior to the execution of this Agreement except to the extent specifically limited by express provision of this Agreement. No right, function, or prerogative of management shall ever be deemed to have been modified, waived, diminished, or impaired by any past practice, course of conduct, or otherwise other than by explicit provision of this

Agreement. The rights retained by this Article include but are not limited to:

- (1) Managing, directing, determining, and controlling the operations of the Amphitheatre as it deems proper;
- (2) Discharging and disciplining employees for cause and establishing, enforcing, and maintaining reasonable work rules, provided such rules are in writing and posted in working areas;
- (3) Deciding the type and scope of its operations and activities;
- (4) Introducing new equipment or processes, changing or eliminating existing equipment or processes, or instituting technological changes or advances in equipment or processes, provided the Employer shall offer the affected employees training on all new equipment or processes;
- (5) Controlling and deciding the nature of materials, supplies, equipment, tools, machinery, or other property to be bought, made, or used and the price paid by the Employer;
- (6) Determining the number, location, and type of facilities or selling, transferring, or discontinuing temporarily or permanently, in whole or in part, any of the Employer's operations or facilities;
- (7) Determining the size of the workforce and the number of employees to be called under the provisions of this Agreement;
- (8) Determining the starting and stopping times of work and any breaks, the length of shifts, and the amount of overtime to be worked;
- (9) Upon reasonable suspicion, management may require an employee to be tested for substance abuse when it appears that the employee's work performance or on the job behavior is being affected in any way by drugs or alcohol, or when, in the organization's judgment, an employee may have contributed to an accident involving bodily injury or damage to property.

B. The Employer's failure to exercise any right hereby reserved, or the exercise of any right in a particular manner, shall not be deemed a waiver of such right and shall not limit the Employer's right to exercise such right in the future in the manner it desires.

ARTICLE V - HIRING

A. The Union agrees to supply competent personnel to perform work as required by the Employer and further agrees to supply the same personnel for performances as for

rehearsals and maintenance. Substitutions will only be made due to illness or accident.

- B. The Employer will notify the Business Agent of the number of employees needed to work as early as possible. If the Union is unable to supply sufficient qualified workers as required by the Employer then the Employer may secure from any source such number of persons as may be required, provided however, the Employer has given the Union a minimum of twelve (12) hours notice in which to fill the call. In addition, the Employer may reject, in writing, particular individuals whom the Employer has determined are not competent based on previous employment by the Employer.
- C. The Employer shall have the right to select the first person called provided that the conditions of Articles V, HIRING, Section B, and Article 6, UNION SECURITY/CHECK-OFF, Section B, are observed.

ARTICLE VI- UNION SECURITY/CHECK OFF

- A. The Employer agrees not to enter into any agreement or contract with Employees covered under this Agreement that in any way conflicts with the terms and conditions of this Agreement.
- B. Employees covered by this Agreement shall be members of the Union in good standing as a continuous condition of employment. For purposes of this Agreement, membership in good standing means that Employees must pay regularly prescribed initiation fees, regular monthly union dues and periodic assessments uniformly required of all members in the bargaining unit.
- C. All Union Dues shall be deducted from the date of hire. The Union shall notify the Employer when changes occur to the amount to be deducted, and of initiation fees, if applicable. The Union agrees to hold the Employer harmless against all claims, demands, and expenses should any person contend or claim that the Employer has acted wrongly or illegally in making such dues deductions, only to the extent as the deductions have been forwarded to the Union.
- D. All wardrobe employees required to be hired locally shall be engaged under the terms of this collective bargaining agreement. As such, the Employer shall not employ, contract or sub-contract with any entity or use agents or employees of third party labour companies 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 V, Hiring, Section B. This provision shall not be interpreted as to displace wardrobe employees traveling with an attraction.
- E. Union personnel shall be used by the Employer or third parties who have sublet, leased or borrowed the premises, on all occasions where performers wear costumes (other than what is normally prescribed as street clothes) and or wigs. It will not be necessary to employ

Union personnel for the sole provision of supplying towels to performers. This provision shall not apply when Ontario Place Corporation utilizes the building.

ARTICLE VII- NO STRIKE/NO LOCKOUT

- A. The Union agrees that for the duration of this Agreement, neither the Union nor any Employee shall take part in or call or encourage or threaten any strike or picketing which shall in any way affect the operations of the Employer nor shall there be any sympathy strikes or secondary boycotts. The Employer agrees that it will not engage in any lock-out for the duration of this Agreement.
- B. 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 VIII-WAGES

- A. Basic hourly wages to be paid each employee shall be as follows:

01/01/16- 12/31/16	01/01/17- 12/31/17	01/01/18- 12/31/18	01/01/19- 12/31/19	01/01/20- 12/31/20
\$24.34	\$24.95	\$25.57	\$26.21	\$27.00

- B. The parties hereto agree that employees shall be paid for services performed at salaries and or rates not less than the amounts set out in Section A, above, and that these monies shall be paid to the Employees bi-weekly. For the purposes of payroll the work week shall commence at 12:01 AM on Monday and conclude at Midnight, Sunday.
- C. Any fraction of an hour worked shall be rounded to the next half-hour for the purpose of calculating pay.
- D. All calls shall be for a minimum of four (4) hours. Subject to a five (5) minute grace period, all time worked in excess of four (4) hours shall be compensated in half-hour increments at the employee's applicable prevailing hourly rate.

ARTICLE IX - OVERTIME AND PREMIUM PAY

- A. Overtime Employees shall receive one and one-half (1 1/2) times their applicable basic hourly rate for all hours worked over eight (8) hours in any one day, in excess of forty-four (44) hours in any week and between the hours of Midnight and 8:00 AM.
- B. There shall be no pyramiding of overtime under the terms of this Agreement.

- C. No employee shall be discharged or denied a call solely for the purposes of avoiding overtime. This provision shall not be used to prohibit the utilization of multiple crews under special circumstances in which case representatives of the Employer and the Union Business Agent, or designee, shall meet and confer for the purposes of arriving at a mutually acceptable agreement.

ARTICLE X- MEAL PERIODS AND BREAKS

- A. Meal Periods: If a call exceeds five (5) hours, the Employer has discretion to provide either a one (1) hour unpaid meal period or, if the Employer provides a meal, a one-half (1/2) hour paid meal period. The meal period whether paid or unpaid must be given no earlier than the third (3rd) hour and no later than the fifth (5th) hour from the report time. If a timely meal period is not given, then the employees will receive one and one half (1 1/2) times their applicable basic hourly rate until the meal period is given. For purposes of triggering the penalty provision of this section, the hours worked on a load-out shall not be combined with the hours worked on a performance.
- B. Breaks for every four (4) or five (5) hour work period, the Employer will give a fifteen (15) minute paid break.

ARTICLE XI - HOLIDAYS

- A. The Employer will observe the following nine (9) holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day.
- B. All work on holidays will be paid at one and one half (1 1/2) times the employee's basic applicable rate.

ARTICLE XII - FRINGE BENEFITS

- A. The Employer agrees, for the duration of this Agreement, to participate in the "Retirement Savings Plan of I.A.T.S.E. Local 822". Each employee who participates in the plan shall contribute five percent (5%) of their wages, by payroll deduction, to which the Employer will make a five percent (5%) contribution.
- B. The Employer shall contribute on the wages of each employee working under the jurisdiction of the Union three and one half percent (3.5%) for the purposes of Health and Welfare.
- C. The Employer shall contribute one percent (1%) of each employee's wages to the "I.A.T.S.E. Local 822 Education and Industry Promotion Fund."
- D. The Employer shall pay vacation pay weekly in the amount of ten percent (10%) on all

monies earned by the Employee, exclusive of benefits.

- E. The Employer shall contribute on the wages of each employee working under the jurisdiction of this agreement, one half percent (0.5%), to the IATSE Entertainment and Exhibition Industries Training Trust Fund. All contributions shall be made payable to the IATSE Entertainment and Exhibition Industries Training Trust Fund, and sent to 10045 Riverside Drive, Toluca Lake, CA 91602, with a copy of the statement sent to the Local. The Employer agrees to be signatory to the IATSE Entertainment and Exhibition Industries Training Trust Fund, established June 22, 2011, ("Trust Agreement") and to abide by and be bound by its terms and conditions, and any amendments thereto, and all policies and procedures of the Fund, including Collection of Contributions Payable by Employers, as related to such contributions due.
- F. The remittance of contributions for benefits and dues deductions shall be accompanied by a statement in duplicate showing the names of those employees for whom contributions have been made and the respective amounts in each case. The remittance shall be no later than the 15th of the following month in which the person earned the wage. The format of the statement shall be approved by the Union.

ARTICLE XIII - GRIEVANCE AND ARBITRATION

- A. 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.

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.

- B. The time limits fixed in this grievance and arbitration article are mandatory. Any grievance not submitted in writing to the other party within the required time period as set forth in Section C of this Article, shall be deemed waived for all purposes. Failure to request arbitration within the said time limit shall constitute a waiver of the grievance unless both parties otherwise agree.

- C. Grievances:

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.

Step One: When an employee wishes to file a complaint, other than an incorrect payment of wages or benefit contribution, they must do so, in writing, to their Steward or Union representative within five (5) working days from the time the circumstances upon which

the complaint is based were known. If an employee wishes to file a complaint regarding an incorrect payment of wages or benefit contribution, they must do so, in writing, within thirty days (30) working days from the time of the receipt of their paycheck or benefit remittance stub. The Steward and/or Union representative will then submit it to the immediate supervisor. The employee, Steward and/or Union Representative and supervisor shall discuss the complaint within two (2) working days and the supervisor shall provide their decision, in writing, within two (2) 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 two (2) working days, which shall include the employee and Steward to discuss the matter. The Manager 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 and to the attention of the Artistic Director or designate of the Employer, whichever the case may be, within two (2) working days of the decision of the Manager, or from the time of a suspension or dismissal. The parties shall communicate within a reasonable period of time, which will not exceed fifteen (15) calendar days, to resolve the grievance. Should there be no settlement satisfactory to the grievor the matter shall be referred to arbitration.

D. 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.

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.

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. The Arbitrator shall schedule a hearing as soon as possible, wherever possible within sixty (60) days of appointment. The Arbitrator shall not have jurisdiction to alter, amend, add to or subtract from this Agreement. The decision of the Arbitrator shall be final and binding on both parties. The cost and expenses of the Arbitrator shall be borne equally on the



parties.

ARTICLE XIV - SAFETY

- A. The Employer agrees to abide by the Workplace Safety and Insurance Act and Regulations, 1997.
- B. The Employer, the Union and the Employees agree to comply with their obligations under the Occupational Health & Safety Act, R.S.O. 1990, c. 0.1. In this regard, the Union will provide WHMIS trained Employees and the Employer will provide ongoing WHMIS training. In addition, one Employee from the Wardrobe Department and one Employee from the Hair and Makeup Department will be a member of the Health and Safety Committee at any Theatre.

ARTICLE XV - UNION ACCESS

- A. The Employer will, upon reasonable notification, permit free access to its premises by the Business Agent or another Union Representative, to enable him to observe whether the provisions of this Agreement are being complied with as long as there is no disruption of the work being performed. If the visit involves entry into restricted areas, arrangements are to be made at the time when notification is given.
- B. At no time shall meetings be held with the employees during working hours on the Employers premises unless permitted or requested by the Employer.

ARTICLE XVI - CANCELLATION OF CALLS

Twelve (12) hours or more notice of the cancellation of a call is required or the Employee will be paid the minimum call at applicable rates. This twelve (12) hour notice shall not apply when such cancellation results from an Act of God, fire or national or local calamity, acts or regulations of any public authority, war, epidemic, storm or inclement weather.

ARTICLE XVII - DURATION

- A. The term of this Agreement shall begin upon ratification by the Union and continue through December 31, 2020.
- B. In the event that prior to the expiration date of this Agreement either party desires to negotiate a New Agreement, notice in writing shall be given to the other party not more than (90) days prior to the expiry date of this Agreement. If such notice is given by either party and no new Agreement is reached, all the provisions of this Agreement shall continue to be observed by both parties.

C. If neither party gives notice of a desire to negotiate a new Agreement, this Agreement shall be automatically renewed for a further period of one year, and from year to year thereafter.

IN WHEREOF, the parties have caused their names to be signed on this 14th Day of October, 2016.

Live Nation Canada, Inc.

~~On behalf of the Employer~~

Paul Corcoran
EVP Venues and Facilities

Oct 14/16
Date

The International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada

On behalf of the Union

John Lewis
Vice President

Oct 14/16
Date

The International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada Local No. 822 (Theatrical Wardrobe, Makeup Artists and Hair Stylists Union)

On behalf of the Union

Diane Lockett-Reilly
President

Oct 20/16
Date

Michelle DiCesare
Business Agent

Oct 26/16
Date