

Between:

Live Nation Canada, Inc.

(hereinafter referred to as the “EMPLOYER”)

-and-

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

-and-

Theatrical Wardrobe, Makeup Artists and Hair Stylists Union
Local # 822

(hereinafter referred to as the “UNION”)

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

- Orderly collective bargaining relations;
- A procedure for the prompt and equitable handling of grievances;
- Satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

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Article One - Jurisdiction

- 1.01 The Employer recognizes the Union as the sole bargaining agent for all Wardrobe, Wig, Makeup Attendants and Hairstylists employees (hereinafter, collectively “Employees”) in the City of Toronto, save and except Wig, Makeup and Hair Designers, Managers and persons above that rank and those employees already covered by a collective agreement, in respect of wages, hours of work and all other working conditions.
- 1.02 This Agreement shall apply only to Legitimate Theatrical attractions promoted or produced by the Employer. For all other events promoted or produced by the Employer, the Collective Agreement signed in 2012, between the Union and the Employer for such events shall apply.
- 1.03 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.
- 1.04 The Employer has the right to require 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.
- 1.05 The Parties agree that this Agreement shall not apply in Venues where the Union is already signatory to a collective agreement with such Venue Operator, unless Live Nation Canada, Inc. is required to be the Employer per their agreement with such Venue.

Article Two – Union Security

- 2.01 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.
- 2.02 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.
- 2.03 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.
- 2.04 The Employer 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 **Articles 3.04-3.07** below.

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- 2.05 For all touring productions, notwithstanding any other provision of this Agreement, the Employer has the right to engage Wardrobe, Wig, Makeup and Hairstylist employees under the terms of the *Traveling Wardrobe, Makeup Artists' and Hair Dressers' Contract*, as issued by the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States It's Territories 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.
- 2.06 The Union will supply all necessary Employees for touring productions not covered by the provisions of the *Traveling Wardrobe, Makeup Artists' and Hair Dressers' Employees' Contract*.
- 2.07 Union personnel shall be used by the Employer or third parties (other than touring productions) who have sublet, leased or borrowed the premises, except in the cases where a relevant contract exists between the Union and the third parties, on all occasions where performers wear costumes (other than what is normally described as street clothes) and/ or wigs. It will not be necessary to employ Union personnel for the sole provision of towels to performers.
- 2.08 The Union is a member of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, It's Territories 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.
- 2.09 The Employer agrees to provide a bulletin board to the Union in places of employment where the membership shall have open, easy and equal access for the posting of notices and other materials of interest to its members.

Article Three – Management Rights

- 3.01 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:
- the right: to maintain order, discipline and efficiency; to make, alter and enforce rules and regulations, policies and practices, to be observed by the Employees; to discipline or terminate for just cause in accordance with the terms of this Agreement;

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- the right: to hire and control the Employees; to transfer, assign, promote, demote, layoff, recall and schedule 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;
- 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 Employees; to perform or contract for goods and services; to use new, improved, or different methods or equipment; to determine the number of Employees needed by the Employer at any time, and how many 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.

- 3.02 The Union agrees to supply competent personnel to perform such work as required by the Employer and further agrees to supply the same personnel for performances as for rehearsals of a production. Substitutions will only be made due to illness, accident or vacation.
- 3.03 Heads and Assistant Heads, when required, shall be selected by the Employer from the membership of the Union, provided there are members available who, in the opinion of Employer, are qualified to perform the job. In no event shall the Employer designate Employees as Heads or Assistant for the sole purpose of avoiding the Union's formal referral procedure. In the event the Employer is unable to find sufficient qualified workers then Article 3.06, below, shall apply.
- 3.04 Except as hereinafter provided, the Employer shall employ no one but members in good standing in the Union within those areas and jurisdictions covered by this Agreement. All persons so employed shall remain members in good standing as a condition of employment, or shall be in possession of a permit issued by the Union.
- 3.05 It is the intention of the parties hereto that the Union will endeavour to furnish a sufficient number of competent workers as required by the Employer.
- 3.06 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 the Employer has made every reasonable effort to comply with Article 3.03 and Article 3.04.
- 3.07 The Employer may refuse to employ and demand a replacement for any Employee reporting for duty in an intoxicated condition or bringing drugs and intoxicants into the Theatre or who is otherwise incompetent to perform the duties assigned because of the use of such drugs or intoxicants.

Article Four – Grievance and Arbitration

4.01 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.

4.02 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.

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

4.04 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.

4.05 Grievance

- When an employee wishes to file a complaint 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. The Steward/ or Union rep will then submit it to the immediate supervisor. The employee, Steward / union rep 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.
- 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.
- 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 either party the matter shall be referred to arbitration.

4.06 Arbitration

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- 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. They shall, however, have the authority to alter or amend a disciplinary penalty.
- 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 Five – Strike and Lockout

- 5.01 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.
- 5.02 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, c. 1.

Article Six – Hours of Work

- 6.01 Performances shall be deemed to be a working period of three and one half (3½) hours, commencing one half (½) prior to the start of the performance and ending at the time of 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. Notwithstanding the foregoing, a grace period of five (5) minutes shall be allowed before extra time is charged. Further, when a performance is completed prior to or by the three and one-quarter (3¼) hour mark, a maximum period of fifteen minutes will be allowed

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without charge, for the purpose of hanging costumes and collecting laundry. For the purposes of Employment Insurance (E.I.) the Performance call shall be considered four (4) hours of work. "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. For purposes of this Article 6.01, a preview shall not be considered a performance.

- 6.02 Employees, excluding Heads and Assistant Heads, shall be paid at the applicable hourly or performance rates. Heads and Assistant Heads are not paid performance rates but shall be paid the applicable weekly salary set forth herein for all work including performances, except for overtime as provided herein.
- 6.03 Minimum time for calls other than performances shall be four (4) hours.
Exceptions:
- A one (1) hour extension is permitted immediately before the performance (as defined in Article 6.01) or one (1) hour immediately following the performance for those Employees already working the performance. However, the Meal Break requirements set forth in Article 10.01 may be waived only with the agreement of the affected Employees.
 - The provisions of Article 6.03 (a) shall not apply to Heads and Assistant Heads unless the hours of work referred to therein are in excess of 44 hours per week.
- 6.04 A performance for which the Performance Call is applicable is limited to the public presentation of a theatrical stage production and the public presentation of a concert, but does not include lectures, meetings, seminars, trade presentations, motion picture, public video, or slide presentations or any other event that is not expressly designated as a performance by the Employer. At the request of the Union, the Employer agrees to consult with the Union over whether a particular trade presentation should be designated as a performance by the Employer.
- 6.05 Employees working a performance must do the pack-out if it takes place on closing night. The pack-out rate allows for packing to be done from the time of call to one half hour after the final curtain. The pack-out rate is an additional, one-time payment not subject to overtime or premiums. Any hours in addition to this will be subject to the applicable hourly rate.
- 6.06 In the event of the employee has to provide their own kit and or equipment, the Employer and the Union will negotiate a per day or per week rate, depending on the amount of consumables used to cover the cost of replacement and wear on the equipment to cover the cost of use and maintenance.

Article Seven – Rates of Pay

- 7.01 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 Schedule "A" and Schedule "B" (see attached), and that these monies shall be paid to the Employees Thursday, if by cheque, or Friday, if in cash, of the following week.

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- 7.02 For the purposes of pay computation, the regular work week shall extend from 12:01 am Monday and end at 12:00 midnight the following Sunday.
- 7.03 Time worked between 8:00 am and 12:00 Midnight shall be paid at the straight time hourly rate, except as other wise specified in this Agreement.
- 7.04 Time worked between 12:01 am and 8:00 am, shall be paid at twice (2) the straight time hourly rate.
- 7.05 On a day where there are no performances, time worked in excess of eight (8) straight time hours shall be paid at time and one half (1 ½) the straight-time hourly rate.
- 7.06 On a day where there is one performance, time worked in excess of four (4) straight time hours, excluding time worked on the performance, shall be paid at time and one half (1 ½) the straight-time hourly rate.
- 7.07 On a day where there are two performances, time worked in excess of the performance shall be paid at time and one half (1 ½) the straight-time hourly rate.
- 7.08 On a day where there are three performances time worked on the third performance shall be paid at time and one half (1 ½) the performance rate.
- 7.09 An Employee who is required to work in excess of twelve (12) hours in a day shall be paid twice (2) the straight time hourly rate for all such work in excess of twelve (12) hours.
- 7.10 Time shall be computed to the next whole hour for pay purposes.
- 7.11 There shall be no duplicating or pyramiding of premium compensation.
- 7.12 Employees agree to work overtime when required by the Employer.

Article Eight — Terms

- 8.01 Except in the case of extreme emergency, a break of a minimum of nine (9) hours shall be given to 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 a nine (9) hours rest period.
- 8.02 In lieu of penalty payments for a rest period invasion, the Employer in consultation with the Employee may opt to provide Employees cab fare or suitable hotel accommodations.
- 8.03 The regular work week shall be Monday to Saturday with Sunday as the designated day off. The Employer has the right to alter the designated day off, from time to time,

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to either Monday or Sunday by giving thirty (30) 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.

- 8.04 Time worked on the designated day off, what ever the nature of that work, shall be paid at twice (2) the applicable straight-time rate, provided that the Employee has been scheduled and worked five days during that regular week.
- 8.05 It is agreed that the regular playing week shall consist of 8 performances scheduled between Monday thru to the following Sunday.
- 8.06 A weekly salary of not less than the rates set forth in Attachment A shall be paid to Department Heads and Assistants based on forty four (44) hours of work before overtime.
- Notwithstanding anything to the contrary set forth in this Agreement, the weekly salaries set forth above shall be considered full compensation for all work completed and no additional payments, including but not limited to overtime, premium, continuity and extension-of-call payments, shall be due Department Heads and Assistants except as expressly provided below:
 - Hours worked in excess of forty four (44) hours in a regular work week, any additional hours shall be paid at one and one half (1.5) times the straight time hourly rate.
 - Work completed on performances scheduled after midnight shall be paid at the rate of an additional one-sixth (1/6th) of the applicable weekly salary.
 - Time worked on a designated day off shall be paid at double the daily rate.
 - The terms and conditions set forth in Article 9.01, Public Holidays, shall apply to Department Heads and Assistants.
 - Also to be provided with three (3) days paid bereavement leave in the event of the death of an immediate family member - spouse, (step) children, (step) parents, siblings and parental in-laws.
 - During each contract year, Employees shall earn one (1) sick day for every sixty (60) days worked up to a maximum of five (5) days earned per year. Employees may bank up to five (five) sick days per year for use in the following year but can use no more than five (5) sick days per year. There shall be no payout of unused sick leave. The Employer may require proof of illness.
 - In lieu of overtime payments set forth in Article 8.06(a) above, the Employer and Employee may agree, in writing, to time off, subject to the Business Agents approval, with a copy provided to the Union.

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- Heads or Assistant Heads whose work schedule is fewer than six (6) days per week shall have their weekly salary reduced by one-sixth (1/6th) for each day fewer than six (6) not worked; provided however, there shall be no such reduction if they worked for fewer than six (6) days because the Employer scheduled the work week to be comprised of eight (8) performances in five (5) days.
 - Heads or Assistant Heads who do not perform services when scheduled shall have their weekly salary reduced by one-sixth (1/6th) unless they only fail to perform a half (½) day's work (e.g. one of two performances in a day or a work call on a performance day) in which case their weekly salary will be reduced by one-twelfth (1/12th). In both cases, the attendants who substitute for such positions shall be paid, in lieu of what the attendants would have otherwise been paid for such period, the applicable Head or Assistant rate, as the case may be, for all hours worked as a substitute.
- 8.07 Should the Employer require wig construction, when performed by members of the Union the rates of pay shall be negotiated between the Employer and Employee, in consultation with the Business Agent.
- 8.08 Costume construction is hereby defined as the building of or the original completion of a costume from either a pattern or design. Employees who, in the opinion of the Employer, are qualified to construct a costume and who are requested to do so will negotiate the rate with the Employer in conjunction with the Business Agent.

Article Nine — Public Holidays

- 9.01 Each of the following holidays shall be a Public Holiday for the purposes of this Agreement:
- New Years Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day.
- 9.02 Time worked on a Public Holiday, what ever the nature of the work, shall be paid at two and one half (2½) times the applicable straight-time rate.
- 9.03 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.
- 9.04 When the designated day off is Monday and where a public holiday falls on a Sunday, then such holiday shall be deemed to be a Statutory Holiday for the purpose of this agreement.
- 9.05 Where a Public Holiday falls on the designated day off, Employees shall be paid either twice (2x) the hourly rate or twice (2x) the performance rate, whichever is

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applicable, for all work they are required to perform on the day immediately following the designated day off.

Article Ten – Breaks

- 10.01 A meal break of one (1) hour shall be given after not more than five (5) hours of work. In the event that a meal break of less than one (1) hour is given, then Employees shall be paid one (1) hour at the applicable rate in addition to the Employees' regular wages.
- 10.02 Notwithstanding Article 12.02, above, Employees may be given a one-half (½) hour break provided Employees are supplied with food and beverage at the Employers expense and, further, provided the Employees are paid through the break.
- 10.03 With the exception of performances and dress rehearsals, any call to work after an unpaid break of:
- more than one (1) hour constitutes another two (2) hours minimum pay at the applicable rate;
 - two (2) hours or more constitutes another four (4) hour minimum at the applicable hourly rate.

Article Eleven – Workers Compensation/ Health and Safety

- 11.01 The Employer agrees to place all Employees working under the jurisdiction of the Union under the protection of the Workplace Safety and Insurance Act and Regulations, 1997; or some similar insurance coverage with the benefits at least equal to those provided by said Act.
- 11.02 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.
- 11.03 Personnel shall be required to provide themselves with hand tools, protective clothing and footwear.

Article Twelve – Notice of Termination

- 12.01 It is agreed the Employer may lay off any Employee covered under Article 3.03 by giving the Employee two (2) weeks' notice or pay one (1) weeks' salary in lieu thereof. This provision shall not apply to an Employee discharged for reasonable cause, including, but not limited to, dishonesty and/or intoxication (drugs or alcohol), in which case no notice shall be necessary.
- 12.02 No Employee covered under Article 3.03 who has completed the probationary period shall be discharged without just cause. Each Employee shall be on probation for the

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first ninety (90) non-consecutive days from the Employee's first date of hire following the ratification of this Agreement or retroactively for those employees (see Schedule "C" attached) already having served this capacity, and during the probationary period the Employer may, without establishing just cause, discipline or discharge the Employee, provided the Employer has not acted in a manner that is arbitrary, discriminatory or in bad faith.

12.03 The Union agrees that Employees shall give the Employer two (2) weeks' notice of resignation except where the resignation is due to non-payment of accrued wages, in which case the Employee can resign without notice.

12.04 The Employer shall give the Union at least two (2) weeks' notice of the closing of any production that is an open-ended run.

Article Thirteen – Recording and Broadcast

13.01 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 (hereinafter "Reproduction"), the following provisions shall apply.

13.02 Commercial Reproduction – Show Crew:

In the event of a commercial Reproduction of an attraction in any medium, in any manner, the Employer shall pay the Show Crew (those engaged to complete work during the live performance) an additional \$150. This payment would be limited to those who perform work on and/or related to the live attraction. The Employer shall notify the Union in the event of commercial Reproduction as described herein and agrees to provide the Union a crew list of IATSE-represented employees who perform work on and/or related to the attraction.

13.03 Commercial Reproduction – Reproduction/Recording Crew:

In the event of a commercial Reproduction of an attraction in any medium, in any manner, the Employer shall pay the Reproduction/Recording Crew (those engaged to complete work specifically related to the Reproduction) time-and-one-half the regular straight-time rate set forth in this Agreement. The Employer shall notify the Union in the event of a commercial Reproduction as described herein and agrees to provide the Union a crew list of IATSE-represented employees who perform work on and/or related to the attraction.

13.04 Non-Commercial Reproduction:

Notwithstanding the foregoing, no payment shall be required for the Reproduction of an attraction for non-commercial purposes.

The Reproduction of any attraction shall be considered a non-commercial Reproduction until such time as Live Nation or its affiliates receives revenues in excess of Reproduction expenses for the commercial exploitation of the Reproduction. The verification of such revenues and expenses shall be administered

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by the Employer, which accounting records will be periodically provided to the Union upon written request. It is understood that Reproduction expenses shall include the payments required herein to employees.

- 13.05 It is agreed that the Union has no jurisdiction under this Agreement over the recording or broadcast of a theatrical production and, therefore, where a theatrical production is being recorded or broadcast, in whole or in part, by any means whatsoever, the Union and the Employee(s) shall co-operate with all individuals involved in the recording or broadcast session.

Article Fourteen – Vacation

- 14.01 The Employer shall pay vacation pay weekly in the amount of twelvepercent (12%) of all monies earned by the Employee, exclusive of benefits.

Article Fifteen – Benefits

- 15.01 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 Retirement Savings Plan shall contribute five percent (5%) of his wages, by payroll deduction, to which the Employer will make a seven percent (7%) contribution. These combined contributions shall be remitted monthly by cheque payable to “Retirement Savings Plan of I.A.T.S.E. Local 822” and sent to the trustee of the plan as designated by the Union.
- 15.02 The Employer shall contribute on the wages of each employee working under the jurisdiction of the Union four percent (4%) for the purpose of Health and Welfare for Local 822 I.A.T.S.E. members. These contributions shall be made payable to the “I.A.T.S.E. Local 822-Benefit Trust Fund” and remitted monthly to the trustee of the fund as designated by the Union.
- 15.03 The Employer shall contribute one and one-half percent (1.0%) of each employee’s wages to the “IATSE Local 822 Education and Industry Promotion Fund”.
- 15.04 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.
- 15.05 The remittance of the contributions for all benefits 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.

Article Sixteen – General

- 16.01 Employees covered under this Agreement will not unreasonably refuse to assist Employees in other departments.
- 16.02 The Business Agent or Union Representative is to be admitted at all reasonable times (upon proper identification to the stage door attendant) to inspect the working conditions of the Employees coming under terms of this Agreement. At no time shall meeting be held with the Employees during working hours on the Employers premises unless requested by the Employer.
- 16.03 The Employer has the right to subcontract (with the exception of Article 2.04) the supply and construction of materials, costume and wigs 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 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 and in addition, all Employees shall work cooperatively with all personnel or suppliers (whether or not signatories to an I.A.T.S.E. Agreement) at all times, including without limitation during periods of building, fitting, alterations and maintenance.
- 16.04 An Employee shall have the right to have the Steward (or Union Representative) at any formal meeting where discipline will be given. The Employer will notify the Employee and the Steward when such meeting is to occur.
- 16.05 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 the provision relating to its term of operation.

Article Seventeen – Leaves of Absences

- 17.01 Employees who are not subject to Article 3.03 shall be eligible to receive the benefits set forth in this Article 17.02, below, after working for the Employer for twenty-four (24) consecutive weeks. Such employees shall continue to be eligible to receive these benefits provided their employment is not interrupted for more than four (4) weeks. Employees whose employment is interrupted for more than four (4) weeks but less than twenty-four (24) weeks shall again be eligible to receive these benefits after working for the Employer for another twelve (12) consecutive weeks. Employees, whose employment is interrupted for more than twenty-four (24) weeks, must work twenty-four (24) consecutive weeks in order to again be eligible to receive these benefits.
- 17.02 For those employees who are eligible as provided in Article 17.01, above, the Employer shall provide:
- Bereavement Leave: Three (3) days paid at eight (8) regular hours per day in the event of the death of a member of the immediate family (spouse or partner,

Theatrical Agreement 2016-2020

father, mother, son, daughter, sister, brother; in-laws: mother, father, sister, brother, son, daughter; grandparent or grandchild.

- Jury duty: Eight (8) hours of regular pay per day to a maximum of forty (40) hours in the event the employee is absent from work because the employee is called for jury duty. Once eligible, employees shall accumulate hours toward this jury duty entitlement at the rate of eight (8) hours per month to a maximum entitlement for forty (40) hours.

17.03 Qualified employees shall have up to thirty (30) working days to claim any of the benefits set forth in this Article 17.

Article Eighteen – Effective Date and Duration

18.01 All provisions of this Agreement shall come into force upon ratification and shall remain in force until December 31, 2020.

18.02 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.

18.03 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.

DATED at TORONTO this _____ day of _____, 2017

Live Nation Canada, Inc.

On behalf of the Employer

Paul Corcoran Date _____
EVP- Venues and Facilities

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 Date _____
Vice President

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 Agreement 2016-2020
(Theatrical Wardrobe, Makeup Artists and Hair Stylists Union)

On behalf of the Union

Diane Reilly
President

Date

Michelle DiCesare
Business Agent

Date

Theatrical Agreement 2016-2020

Schedule "A"

| | January 1, 2016- December 31, 2016 | January 1, 2017 – December 31, 2017 | January 1, 2018- December 31, 2018 | January 1, 2019- December 31, 2019 | January 1, 2020- December 31, 2020 |
|-----------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|
| Head Of Department | | | | | |
| Weekly | \$2,033.82 | \$2,084.66 | \$2,136.78 | \$2,190.20 | \$2,255.90 |
| Hourly | \$33.93 | \$34.78 | \$35.65 | \$36.54 | \$37.63 |
| TV, Film & Industrial | \$46.63 | \$47.79 | \$48.99 | \$50.21 | \$51.72 |
| Assistant | | | | | |
| Weekly | \$1,732.09 | \$1,775.39 | \$1,819.77 | \$1,865.27 | \$1,921.23 |
| Hourly | \$31.75 | \$32.55 | \$33.36 | \$34.20 | \$35.22 |
| TV, Film & Industrial | \$44.85 | \$45.98 | \$47.12 | \$48.30 | \$49.75 |
| All Others | | | | | |
| Performance Rate | \$112.28 | \$115.09 | \$117.96 | \$120.91 | \$124.54 |
| Hourly Rate | \$29.50 | \$30.24 | \$30.99 | \$31.77 | \$32.72 |
| Costume, Wig Construction, Repair/ Alteration | \$33.93 | \$34.78 | \$35.65 | \$36.54 | \$37.63 |
| TV, Film, Industrial | \$40.46 | \$41.47 | \$42.50 | \$43.57 | \$44.87 |
| Pack-out Rate | \$70.61 | \$72.38 | \$74.19 | \$76.04 | \$78.32 |

SIDELETTER 1

IATSE Local 822
Michelle DiCesare
Business Agent
511 Adelaide Street West
Toronto, ON, M5V 1T4

Re: Calculation of Hours Worked

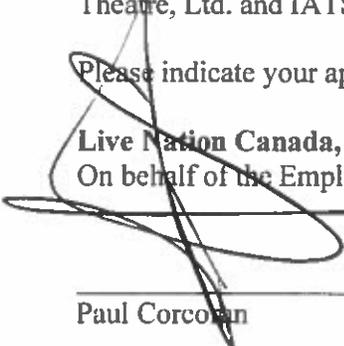
Dear Michelle:

During our 2003-2004 negotiations, the parties discussed the manner in which time worked in excess of minimum calls would be calculated.

Specifically, the Employer proposed that time worked in excess of any minimum call (e.g., work call, performance call, continuity call) be calculated in 30-minute increments. The Employer agreed to withdraw its proposal on the condition that, should the Employer negotiate a change in the manner of calculating time worked with IATSE Local 58, then such change would be immediately incorporated into the Agreement between Toronto Theatre, Ltd. and IATSE Local 822.

Please indicate your approval of the above conditions by signing where indicated below.

Live Nation Canada, Inc
On behalf of the Employer

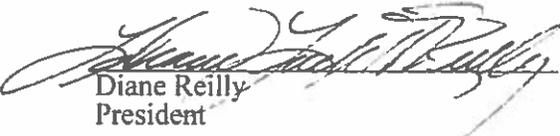


Paul Corcoran

Date June 5/17

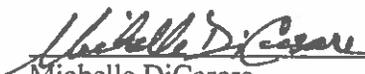
**LOCAL # 822 OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED
CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA
(Theatrical Wardrobe, Makeup Artists and Hairstylists Union)**

On behalf of the Union



Diane Reilly
President

Date June 3/2017



Michelle DiCesare
Business Agent

Date June 3/2017

LETTER OF UNDERSTANDING

BETWEEN:

**International Alliance of Theatrical Stage Employees, Moving Picture Technicians,
Artists and Allied Crafts of the United States, its Territories and Canada, Local 822
("the Union")**

**-and-
Liven Nation Canada, Inc**

("the Employer")

WHEREAS during the course of the negotiations of this Collective Agreement a discourse began on future venue(s) in the City of Toronto that Live Nation may acquire or manage;

THEREFORE the Union and the Employer each agree with the other as follows:

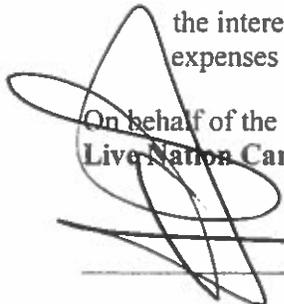
If the Employer becomes involved in the purchase or management of any new venue, the Employer and the Union agree to negotiate wage rates applicable to such venue thirty (30) days prior to the Employer becoming involved in the operation of such venue or as soon as the employer is authorized to discuss operational aspects of the venue, whichever is earlier. Should the parties be unable to agree on wage rates with respect to such venue, the other party may submit any issues with respect to the wage rates to interest arbitration for final and binding resolution upon the following conditions:

either Rick MacDowell or Stephen Raymond shall be the interest arbitrator (whoever has the first mutually available hearing date);

the interest arbitrator shall select a hearing as soon as possible; and

the interest arbitrator shall be final and binding on the parties, with costs and expenses of the interest shall borne equally by the parties.

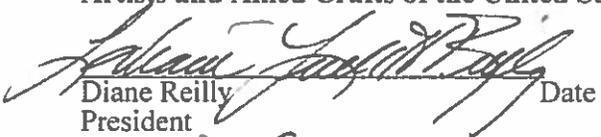
On behalf of the Employer
Live Nation Canada, Inc



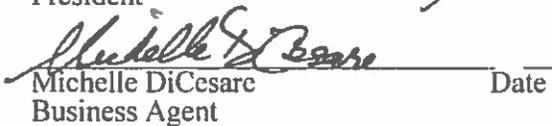
Date June 5/17

On behalf of the Union

**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**


Diane Reilly
President

Date June 5/2017


Michelle DiCesare
Business Agent

Date June 3/2017