

**LETTER OF AGREEMENT BETWEEN:**

**Atelier Theatre Society (hereinafter referred to as the "Employer")**

**and**

**I.A.T.S.E. Local 822**

**Theatrical Wardrobe, Makeup Artists and Hair Stylists Union**

**(hereinafter referred to as the "Union").**

**January 1<sup>st</sup>. 2017 - December 31<sup>st</sup>. 2020**

## **1.0 SCOPE**

- 1.1 This agreement is applicable only to professional productions undertaken by the Employer when resident in one of the following: The Ed Mirvish Theatre, The Elgin and Winter Garden Theatre Centre, The Sony Centre for the Performing Arts, Princess of Wales Theatre, Royal Alexandra Theatre, The St. Lawrence Centre or the Four Seasons Centre for the Performing Arts or the Toronto Centre for the Performing Arts.**
- 1.2 The working relationship is by nature short term, during professional production runs at the theatres stated in 1.1. Opera Atelier hires members of Local 822 for short term show runs which are clearly published in advance, and Opera Atelier is not liable for termination and layoff payouts when a show run ends.**

## **2.0 RECOGNITION**

- 2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all wardrobe, makeup artists, hair stylists and child guardian members retained by the Employer pursuant to this Agreement in respect of wages, hours of work and all other working conditions. The Employer reserves the right to hire non-union makeup and hair stylists only as per past practice.**

## **3.0 GRIEVANCE AND ARBITRATION**

- 3.1 All differences of opinion between the parties relating to the interpretation, application or administration of this agreement shall be addressed in accordance with the terms of the Arbitration Act. The arbitration shall be conducted by the arbitrator assigned by the Ministry of Labour, who has the first mutually agreed upon available dates.**
- 3.2 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 alleged arbitrary, discriminatory, bad faith or unreasonable treatment of members in respect to matters that are not regulated expressly by the provisions of this agreement.**

**The time limits are fixed in this process of grievance, mediation and arbitration and may only be altered by written consent of both parties.**

The process is as follows, except that Group, Union or Policy grievances must be referred to Step 2 of the grievance procedure and any grievance involving discipline or dismissal must be referred to Step 3 of the grievance procedure.

**STEP 1:** When an employee wishes to file a complaint they must do so, in writing, to the Steward, within five (5) calendar days from the time the circumstances upon which the complaint is based were known. The grievance will then be submitted to the immediate Supervisor. The complaint will be discussed by the employee, Steward and Supervisor within five (5) calendar days and the Supervisor shall provide a written decision, within five (5) calendar days.

**STEP 2:** Should the decision be unsatisfactory to the filer of the grievance, they shall bring the concern, in writing, to the attention of the next level of Supervision. A meeting will be held within five (5) calendar days, which includes the Steward and the employee to discuss the matter. The Employer shall provide their decision in writing within five (5) calendar days of such meeting.

**STEP 3:** Failing an amicable settlement either party to this agreement shall bring the concern, in writing, to the President, Business Agent or designate of the Union or to the attention of the designate of the Opera Atelier, within (5) calendar days of the decision of the Employer.

The parties shall communicate with a time not to exceed fifteen (15) calendar days, to resolve the grievance. Should there be no settlement satisfactory to either party the matter shall be referred to mediation or arbitration.

#### **4.0 UNION SECURITY**

- 4.1** The Employer agrees to engage only members in good standing of the Union to perform work covered by this Agreement (save exceptions referred to in "Recognition"). The Employer may select its own Department Heads and communicate that selection to the Union for engagement.
- 4.2** The Employer agrees to engage sufficient personnel in each department, so that the department is able to safely and efficiently complete the necessary work. Such determination shall be made by the Employer and the Department Head.
- 4.3** The Union agrees to supply competent personnel to perform such work as is required in the Theatre and further agrees to make every reasonable effort to supply the same personnel for performances as for rehearsals of a production.
- 4.5** The Employer undertakes to offer first right of refusal to the just completed previous season's department heads, no later than three months prior to the start of the season. These members will respond within 15 business days to confirm or decline the offer, via the Business Agent or Call Steward. In the event that the just

completed previous seasons' department head is unable to accept the offer, the Employer will consult with the business agent and call Steward regarding the availability of other qualified members.

#### **4.6 DUES CHECK OFF**

The Employer agrees to deduct all dues on behalf of all employees under the jurisdiction of the Union. Such monies shall be deducted weekly and remitted monthly by cheque payable to the operating account of Local 822, IATSE and sent to the Treasurer designated by the Union, accompanied by a list of the employees on behalf of whom such deductions have been made. These deductions shall be remitted not later than the 15<sup>th</sup> day of the following month in which the person earned the wage in respect to such deductions.

The Union shall inform the Employer of any changes to the dues percentage 30 days before show run.

The Union agrees to hold the Employer harmless with respect to any Union authorized payroll deduction.

#### **4.7 VIOLENCE IN THE WORKPLACE**

The Employer and the Union recognize that every employee has a 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 exists, the Employer and the Union shall meet to determine appropriate responses.

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

#### **5.0 TERMS OF ENGAGEMENT**

5.1 Performances, previews and dress rehearsals shall be deemed as a working period of three and one-half (3.5) hours and attendants to be paid performance rate; time to be considered as from half hour call to final curtain.

5.2 All time worked over and above the said working period shall be paid for at the applicable rate.

5.3 On the occasion that a performance or rehearsal overruns this time, or when a member is expected to assist a performer out of costume beyond the show call, overtime will be paid in increments of 15 minutes up to the first hour after curtain call. Thereafter, overtime will be paid in one hour increments.

#### 6.0 OTHER WORK AND MINIMUM CALLS

6.1 All other work shall be paid by the hourly rate.

6.2 Minimum time for all calls other than performances shall be four (4) hours.

6.3 A minimum call of one (1) hour shall be permitted pre-performance or post-performance.

6.4 All members working the performance must do the pack-out if it takes place on closing night. The pack-out rate allows for packing to be done from time of call to one half hour after the final curtain. The pack out rate is an additional, one-time payment.

6.5 Any hours in addition to this will be subject to the applicable rate.

#### 7.0 DESIGNATED DAY OFF

7.1 In each seven-day period between Monday and Sunday, the Employer will designate a day off. The Employer can change the designated day off one time during a production run provided that the Employer provides seven calendar days notice of change.

#### 8.0 STRAIGHT TIME AND OVERTIME

8.1 Time worked between 8:00 and Midnight on any day excluding the designated day off shall be paid at straight time.

8.2 Hours worked beyond eight (8) in an individual day shall be paid at time and one half (1.5) the straight time rate.

8.3 All work between Midnight and 8:00 am shall be paid at double time (2x) the straight time rate.

8.4 Time worked on the designated day off shall be paid at double time (2x) the straight time rate.

8.5 A work week is deemed to be forty-four (44) hours.

**8.6 There shall be no premiums paid on a premium hour or any pyramiding of overtime.**

## **9.0 HOLIDAYS**

**9.1 For the purpose of this Agreement the following will be deemed as Statutory Holidays:**

**New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Simcoe Day (Civic holiday), Labour Day, Thanksgiving, Christmas Day and Boxing Day.**

**9.2 The Employer agrees to pay double time and one-half (2.5) the straight time rate for all work performed on the Statutory Holidays.**

## **10.0 BENEFITS**

**10.1 Vacation Pay of 10% of all monies earned shall be paid weekly.**

**10.2 The Employer agrees to contribute for retirement purposes on behalf of those members employed by the Employer, an amount equal to six (6%) percent of each individuals' gross earnings.**

**10.3 The Employer agrees to contribute a further amount equal to four (4%) percent of each individuals' gross earnings for the purpose of Health & Welfare of Local 822, I.A.T.S.E. members.**

**10.4 All of the foregoing contributions shall be remitted monthly to the Union by cheque payable to I.A.T.S.E. Local 822, accompanied with a statement showing all names and amounts for whom contributions have been made.**

**10.5 In addition to the foregoing, the Employer will deduct CPP and EI from the Employee paycheques each weekly pay period. The Employer will remit these deductions to the CRA, along with the Employer's contribution in accordance with CRA guidelines. The Employer will also deduct income tax each weekly pay period and remit to the CRA in accordance with CRA guidelines.**

**This clause to take effect January 1<sup>st</sup>. 2018.**

**11.0 SCHEDULE OF PAY RATES**

	2017	2018	2019	2020
<b>Department Head</b>				
Weekly	\$1,386.88	\$1,421.55	\$1,457.09	\$1,493.52
Hourly (first 8)	31.52	32.31	33.12	33.95
Pack Out	52.66	53.97	55.32	56.70
<b>Attendant/Child Guardian</b>				
Performance	101.28	103.30	105.37	107.47
Hourly (first 8)	28.15	28.72	29.29	29.88
Pack Out	50.64	51.65	52.68	53.74

**12.0 DURATION AND RENEWAL**

**12.1 This agreement shall become effective on the 1st day of January 2017 and shall remain in full force and effect up to and including the 31st. Day of December 2020.**

**12.2 Both parties shall enter into negotiations in good faith to secure a renewal.**

**12.3 LEGISLATIVE CHANGES**

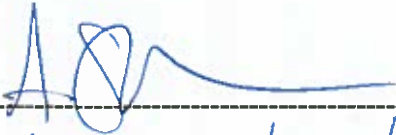
**If any part of the conditions of employment as outlined in the Agreement are determined to be illegal by any judicial or legislative action, the remaining articles shall continue to be operative.**

**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 by mutual consent.**
- ii) All changes will become part of this agreement.**

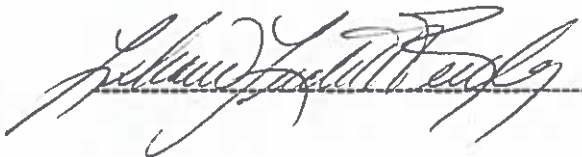
Dated at Toronto this 9<sup>th</sup> day of December 2017.

ATELIER THEATRE SOCIETY



Alexandra Stoczylo  
Executive Director.

Local 822 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, It's Territories and Canada. (Theatrical Wardrobe, Make-up Artists and Hairstylists)



PRESIDENT



BUSINESS AGENT