

**AGREEMENT**

by and between

**Arts Club Theatre Company**

AND

**International Alliance of Theatrical Stage Employees, Moving Picture Technicians,  
Artists and Allied Crafts of the United States, its Territories, and Canada  
AFL-CIO, CLC**

**CANADIAN PINK CONTRACT  
AGREEMENT OF 2022**

**EFFECTIVE JANUARY 1, 2022 – DECEMBER 31, 2024**

**PINK CONTRACT AGREEMENT OF 2022**

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AGREEMENT effective January 1, 2022, through and including December 31, 2024, by and between Arts Club Theatre Company (“Employer”) and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO, CLC (“IATSE” or “Union”) for itself and on behalf of its affiliated locals and members of the bargaining unit described in Article One.

WHEREAS, the parties hereto desire to enter into an agreement for the purposes of establishing minimum rates of pay and conditions under which the Employer shall engage all travelling stage technicians and crafts traditionally represented under the “Pink Contract” in the production of legitimate theatre entertainment,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### **Article One—Scope and Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all travelling stage technicians and crafts traditionally represented under the “Pink Contract”.

### **Article Two—Union**

To the extent permitted by law, all Employees in the employ of the Employer as of January 1, 2022, and all such Employees thereafter hired shall, as a condition of employment, be or become members of the Union not later than thirty (30) days following the Employee’s first date of service, and all such Employees, upon being or becoming members of the Union as aforesaid, shall be required, as a condition of continued employment, to maintain such membership.

### **Article Three— Leave for Domestic Abuse**

1. The employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and/or performance at work.
2. Workers experiencing domestic violence will be able to access five (5) days of paid leave for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval. If additional leave is required, such leave will be without pay and the employer shall not unreasonably deny any such requests for additional leave.

## **Article Four—Bonding**

Waived.

## **Article Five—Grievance and Arbitration**

Should any dispute arise under this contract, such dispute shall be adjusted by means of a grievance committee comprised of one member appointed by IATSE and one member appointed by the Employer. Should this attempt at resolution not be successful, the parties may appoint a mutually agreed-upon arbitrator. Should the parties be unable to agree on an arbitrator, or should the dispute not be resolved within thirty (30) days of the dispute being presented to the other party, either party may request the Ministry of Labour of the province or territory where the Employer's offices are located to appoint an arbitrator. The arbitrator shall hear and determine the difference or allegations and shall issue a decision, and the decision shall be final and binding on the Employer and Employee. The cost of the arbitrator shall be borne equally between the parties.

## **Article Six—Minimum Conditions**

All wages, benefits, hours and working conditions set forth in this Agreement are minimum conditions only. Employees are entitled to negotiate better conditions with an Employer on an individual basis, provided that any resulting agreement may not abrogate any of the conditions of this Agreement. Any Employee enjoying better conditions will not have his or her wages, benefits, hours and working conditions reduced in any way as a result of this Agreement.

## **Article Seven—Rates of Pay, Per Diem & Accommodations**

1. The minimum rates of pay and per diem under the Terms of this Agreement shall be as follows:

<b>Minimum Wages, per week</b>	<b>1/1/22 to 12/31/22</b>	<b>1/1/23 to 12/31/23</b>	<b>1/1/24 to 12/31/24</b>
<b>Heads of Department</b>	<b>\$1406.89</b>	<b>\$1449.09</b>	<b>\$1492.57</b>
<b>Assistants</b>	<b>\$1294.34</b>	<b>\$1333.17</b>	<b>\$1373.16</b>

<b>Per Diem, Per Day</b>	<b>1/1/22 to 12/31/22</b>	<b>1/1/23 to 12/31/23</b>	<b>1/1/24 to 12/31/24</b>
	<b>\$75</b>	<b>\$77.50</b>	<b>\$80</b>

Payable weekly, when due, in accordance with the provisions of this contract. When travelling outside of Canada, per diem will be based on U.S. currency, its equivalence or separately negotiated.

2. In addition to Per Diem, Employer shall provide each Employee with single occupancy accommodations at a minimum 4-star hotel, where possible.

## **Article Eight—Benefits**

1. **Retirement**—As per existing collective agreement (including, but not limited to 46.1, 46.2 and 46.3) with IATSE local 118 and the Arts Club Theatre Company.

2. **Health and Welfare**—As per existing collective agreement (including, but not limited to 46.1, 46.2 and 46.3) with IATSE local 118 and the Arts Club Theatre Company.

3. **Vacation Plan**— As per existing collective agreement (including, but not limited to 40.10) with IATSE local 118 and the Arts Club Theatre Company.

4. **Training Trust** – The Employer shall contribute to the IATSE Entertainment and Exhibition Industries Training Trust Fund one percent (1%) of the gross bargaining unit payroll, with a maximum contribution of two thousand five hundred dollars (\$2,500.00) per year. The Employer may, should it so choose, make the maximum contribution in an annual lump payment no later than January 31st of the year for which the contribution is attributed; otherwise, contributions are due no later than the fifteenth (15th) of each month for the payroll days of the preceding month. 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. 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 the contributions due as per the above referenced collective bargaining agreement.

5. **Proration of Benefits**—Any person replacing a Pink Contract Employee shall receive the same benefit contributions to which the replaced Employee was entitled.

6. **Late Fees**

- a) All employer contributions and/or remittances contemplated by this Collective Agreement shall be due and payable on or before the 15<sup>th</sup> of each month for the work month prior. This payment can be made by a single cheque provided the employer furnishes a reporting form which clearly identifies the sums being paid.
  
- b) All contributions and/or remittances contemplated by this Collective Agreement not paid within the specified time period contemplated by this Collective Agreement shall bear interest at the rate of one and one-half percent (1.5%) per month for each month or part thereof in which the employer is in arrears, being the equivalent of eighteen percent (18%) per annum and any defaulting employer shall be liable to pay and agrees to pay said interest to the trustees of the various trusts and/or funds, administrator and/or local. In addition, any defaulting employer shall also be liable to pay and also agrees to pay liquidated damages in an amount equal to five percent (5%) of the arrears for each month or part thereof in which the employer is in arrears to the trustees of the various trusts and/or funds, administrator and/or local.
  
- c) In the event the trustees, administrator and/or local find it necessary to initiate proceedings to enforce any right to receive payment of any contributions and/or remittances contemplated by this Collective Agreement from an employer, or recover any amounts due thereunder, the employer shall be liable to pay and agrees to pay to the trustees, administrator and/or local a sum equal to all legal counsel fees incurred and any other related costs arising therefrom.

## **Article Nine—General Conditions**

1. Air travel shall be on a first class carrier, which shall include charter transportation. In the event transportation is by any other means, sleeping accommodations shall be provided if overnight travel is required (sleeper bus or sleeping car roomette on train). The Employer will make reasonable efforts to notify Employees of travel arrangements at least seventy-two (72) hours prior to departure. The Employer will make reasonable efforts to ensure that all non-charter air travel shall be on a pre-confirmed seating assignment basis.

2. Employer agrees to recognize the workweek as consisting of six (6) days from Monday through Sunday with one (1) day off in each week. When calculating the salary for a fraction of a week, it shall be paid at the rate of one-sixth (1/6) of the actual weekly salary for each day. Salaries shall be prorated on a daily basis only for days worked prior to the initial opening, after the official closing, or during any pre-agreed lay off periods
3. An additional one-sixth (1/6) of the actual weekly salary shall be paid under the following circumstances unless otherwise specifically stated:
  - a. Each performance in excess of eight (8) in a week.
  - b. All work on load outs that follow a performance on a one-performance day that exceed eight (8) hours or go beyond 5:00a.m.
  - c. In addition to payments made in accordance with 3(b), an additional one-sixth (1/6) shall be paid for any work on load outs that follow a performance on a one-performance day that exceed nineteen (19) hours or go beyond 4:00 p.m.
  - d. For work on load outs that follow a performance on a two (or more) performance day, an additional time and one-half (1 ½) of one-fortieth (1/40th) of actual weekly salary shall be paid for each hour of such load out.
  - e. All work performed between midnight and 6:00 am, excluded load-outs.
  - f. All work prior to the official opening in any city that exceeds eleven (11) hours in one (1) day.
  - g. All work over eleven (11) hours on load-outs that are on a different day from any performance.
  - h. All authorized nonperformance calls after the official opening, after each full company rehearsal for Makeup Artists, Wardrobe and Hairdressers, in any city, that are in excess of eight (8) hours worked per week. Load-outs, presets, and sound checks are excluded from this provision.
4. a) Any work performed on the 7<sup>th</sup> consecutive day shall be paid at two and one half (2 ½) times one-sixth (1/6) of actual weekly salary.  
b) If the seventh (7<sup>th</sup>) day is a travel day (North America only) then it shall be paid at the regular daily rate.
5. There shall be a minimum rest period of eight (8) hours between all work calls. In the event that said rest period is infringed upon, the employer agrees to pay the employee at the rate of two and one half (2 ½) times one 1/40<sup>th</sup> of actual weekly salary for each hour of infringement until the elapse of said rest period, provided that no additional one-sixth (1/6) of actual weekly salary is paid pursuant to 3(d) above.

6. Employer agrees to recognize this contract as being in force when orders are given by management or its representative for the collection of scenery, properties, electrical effects, wardrobe, and/or wigs for shipment. In the event the Employer is party to a local collective agreement with the Union that would otherwise cover this work, the local collective agreement shall prevail provided that an Employee's total remuneration including all benefits and premiums is not inferior to that which is established as i) set out by the terms of this agreement, and ii) as negotiated between the parties upon engagement.
7. Employer agrees to pay for services rendered prior to date set for opening, under terms provided herein.
8. Employer agrees to give in writing two (2) weeks' notice of the termination of an Employee, or full salary in lieu thereof. The Union shall be notified prior to the exercise of this provision.
9. Drunkenness, drug abuse, dishonesty, or gross incompetence shall be sufficient reason for the immediate termination of employment of an Employee covered by this agreement.
10. Employer agrees to post two (2) week's notice in writing, with a copy to the I.A.T.S.E. General Office, of the closing date of the attraction, or full salary in lieu thereof.
11. In the event of closing, termination or layoff, the Employer agrees to pay transportation to the place where the member was engaged, or resides. Employer further agrees to reimburse Employees for cab fare up to \$60, or more with pre-approval, and one checked bag, within applicable airline weight limitations, each way.
12. Employment is terminated when, after the last performance, the production is loaded onto vehicles for shipment. Any additional services rendered thereafter on and about property, after the loading of vehicles, shall be paid for under terms provided herein. In addition to the preceding, Should the employee deliver the production back to Vancouver the contract will be deemed terminated on the arrival at the Arts Club Production Centre.
13. Employees on touring productions or shows are covered by this agreement as long as the attraction is offered to the public, whether on the road or during the run in any city.
14. a) For all work on New Year's Day, Family Day/Louis Riel Day, Good Friday, Easter Monday, Victoria Day, August Civic Holiday (first Monday in August), National Day for Truth and Reconciliation, Remembrance Day, and Boxing Day, all Employees shall be paid not less than an additional one-sixth (1/6) of actual weekly salary. For all work on Canada Day, Labour Day, Thanksgiving Day and Christmas Day, all Employees shall be paid not less than an additional one and one-half (1½) times one-sixth (1/6) of actual weekly salary.



b) Should Canada Day, Labour Day, Thanksgiving Day or Christmas Day fall on a day that is not the company's regular day off in the week and, as a result, the Employee not work such day, the Employee shall receive the greater of one-sixth (1/6) of actual weekly salary or one and one-half (1½) times one-sixth (1/6) of minimum weekly scale. Should any such holiday fall on a day that is the company's regular day off in the week and, as a result, the Employee not work such day, the Employee shall not receive any holiday pay. It is understood that no holiday pay is due should the Employee elect to absent him/herself for any reason from a work call or performance on such holiday.

15. Employer agrees to fill any vacancy that may occur under this contract at once. Should an Employee agree to temporarily cover a vacancy, they shall receive the rate of pay for that position provided that the rate is not less than their current rate of pay.
16. Local Replacements for Employees shall be paid no less than one-eighth (1/8) of the actual weekly salary per performance of the Employee being replaced, exclusive of per diem.
17. Layoffs may be up to four (4) consecutive weeks and up to a total of ten (10) layoff weeks per year. Health Contributions will be made during all layoff weeks. The first six (6) weeks require no payment except for Health contributions and the remaining four (4) weeks require no payment except for Per Diem and Health contributions. Employees will be provided transportation home and back for all layoff weeks.
18. Employer agrees to pay a penalty of fifty-one (\$51.50) dollars and fifty cents in the first year of the agreement, fifty-three (\$53) dollars in the second year of the agreement and fifty-four (\$54.63) dollars and sixty-three cents in the third year of the agreement for each hour worked without a meal break or a meal provided after five (5) hours from the beginning of the call or the previous meal break.
19. Employer agrees to provide three (3) days' paid bereavement leave in the event of the death of an immediate family member (e.g. spouse, domestic partner, children, parents, siblings, parental in-laws, grandparents and grandchildren). In the event an employee is unable to attend funeral services of a family member contemplated herein while on tour with the Employer for logistical reasons, the Employer shall compensate the employee for all reasonable expenses actually incurred (eg. long distance charges, etc.) up to an amount equal to three (3) days' pay. All benefits and contributions as defined in Article Eight - Benefits of this agreement shall be accrued on any paid leave accessed through this clause.
20. 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 (5) sick days per year for use in the following year but can use no more than five (5) sick days per year. At the end of each contract year, up to five (5) days of unused sick leave may be paid out at the rate of fifty percent (50%) of 1/8 of

actual weekly salary per unused day, at the Employee's option. The Employer may require proof of illness. All benefits and contributions as defined in Article Eight - Benefits of this agreement shall be accrued on any paid leave accessed through this clause. This provision shall not apply to any unused sick leave paid out at the end of each contract year.

21. All Employees required to wear costumes shall receive an additional one-fortieth (1/40th) of actual weekly salary, per performance. This shall not apply to any Employee asked to wear "blacks". The current practice shall prevail on all currently running shows.
22. Upon notice to, and agreement by the I.A.T.S.E., which shall not be unreasonably withheld, when a production changes its performance schedule to nine (9) performances in one (1) week and seven (7) performances in a contiguous week, no additional compensation will be required for the ninth (9<sup>th</sup>) performance so long as the Employee receives one day off (no services or travel) between the two (2) weeks.
23. Employees covered by this agreement agree to accept engagement under terms provided herein and give exclusive service in the capacity stipulated in this contract at such theatres and places of amusement and at such times as may be required by the Employer: subject, however, to the provisions of this contract and the rules of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, but may serve elsewhere if expressly permitted in writing.
24. Employees covered by this agreement agree to give two (2) weeks' notice, in writing, of resignation.
25. Employees covered by this agreement agree to abide by the rules and regulations as made by the Employer, insofar as they do not conflict with this Agreement.
26. For all Wardrobe and Hair positions, the Employer agrees to use best efforts to provide a suitable Wardrobe and Hair room with proper ventilation, as well as sanitary conditions and proper means of safeguarding personal clothing, and also to insure against fire and theft, at Management's expense, of any equipment furnished by the Employee.
27. To the extent there is a weather or other state of emergency declared by the civil authorities, a production may revise its performance schedule to reschedule a missed performance on any day in the same week or in the subsequent week without incurring any penalty or premium, so long as no more than 16 performances are given in any two week period.

## **Article Ten—Media, Commercial Use, Publicity and Promotions**

In the event a captured production is used for a purpose for which the Employer could earn a profit (“commercial use”), a buy-out for all media of one (1) week's actual salary shall be paid upon the first commercial use.

No additional compensation shall be paid for show publicity and promotions when the crew is already on call for another purpose. If a special call is needed for publicity, promotions, or show commercials, only those Employees required after consultation with the department heads shall be employed, and shall be paid the higher of 1/40 of actual weekly salary or the local prevailing rate for such call. The first two (2) picture calls will be allowed without additional compensation. The Employer agrees to contribute to the Canadian Entertainment Industry Retirement Plan, on behalf of each Employee, an amount equal to fifteen percent (15 %) of the Employee's gross wages, along with applicable taxes, if any.

## **Article Eleven—Wardrobe, Hair, and Make-up Departments**

The following terms and conditions shall apply only to Wardrobe, Hair, and Make-up Employees (Heads, Assistants). Except as amended in this section all terms and conditions of this agreement apply to all Wardrobe, Hair, and Make-up Employees.

1. An additional one-sixth (1/6) of the actual weekly salary shall be paid under the following circumstances:
  - a) For all travel on the seventh (7th) day.
  - b) For each full company rehearsal in excess of eight (8) hours of rehearsal in a week, after the official opening of any production.
  - c) For all performances scheduled after midnight.
2. Wardrobe Employees: Whenever any costume is made, produced or executed by a Wardrobe Employee, whether it be a duplicate of a costume already worn in the show or a garment requested by Management, such Employee shall be paid additional compensation, in addition to the regular salary, at a sum to be agreed upon between Management and such Employee.
3. Wardrobe Employees: If Wardrobe Employees are required to finish unfinished costumes coming from Costume Houses, Department Stores, or other similar facilities, or to finish costumes on pre-production or after the show is running, additional compensation shall be negotiated between the Head and the Assistant and Management.
4. Hair and Make-up Employees: Whenever a haircut, wig or wig front or hair piece is produced from scratch or where a special effects makeup piece (e.g. but not limited to prosthetic makeup piece, or prosthetic teeth) is produced from scratch whether it be a duplicate of a piece already used in the show or additional piece requested by Management or whenever a tattoo is designed from scratch, such

Employee shall be paid additional compensation, in addition to the regular salary, at a sum to be agreed upon between Management and such Employee.

5. Hair and Make-up Employees: If Hair and Make-up Employees are required to finish an unfinished wig or wig front, hair piece, or special effects make-up piece (e.g. but not limited to prosthetic make-up piece, or prosthetic teeth) coming from Costume Houses, Department Stores, or other similar facilities, or is required to do such work on pre-production or after the show is running, additional compensation shall be negotiated between the Head and the Assistant and Management.

**Article Twelve—Term**

This Agreement shall be effective as of January 1, 2022 and remain in full force and effect through and including December 31, 2024, and from year to year thereafter, unless either party, within the period of ninety (90) days before this Agreement ceases to operate, gives notice, in writing, to the other party of its desire to bargain with a view to the renewal, with or without modifications, of this Agreement, in which case this Agreement shall continue to operate until the parties enter into a new collective agreement.

**In Witness Whereof**, this contract is made in triplicate and the parties have affixed their signatures this 30 day of NOVEMBER, 2021.

Agreed to:

  
\_\_\_\_\_  
On Behalf of the Employer

  
\_\_\_\_\_  
I.A.T.S.E.