

THIS COLLECTIVE AGREEMENT

BETWEEN:

THE BOARD OF REGENTS OF VICTORIA UNIVERSITY

-and-

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE
UNITED STATES, ITS TERRITORIES AND CANADA, LOCAL 58**

Term of the Agreement: January 1, 2018 to December 31, 2020

Table of Contents

ARTICLE 1: RECOGNITION AND COVERAGE 4

ARTICLE 2: MANAGEMENT RIGHTS 4

ARTICLE 3: NO DISCRIMINATION..... 4

ARTICLE 4: SEXUAL HARASSMENT 5

ARTICLE 5: EMPLOYMENT..... 5

ARTICLE 6: EQUAL OPPORTUNITIES IN EMPLOYMENT 6

ARTICLE 7: NO STRIKES OR LOCKOUTS 6

ARTICLE 8: WORK DONE BY SUPERVISORS 7

ARTICLE 9: THEATRE USE..... 7

ARTICLE 10: NON-DEPARTMENTAL 7

ARTICLE 11: DISCHARGE AND DISCIPLINE 7

ARTICLE 13: HOURS OF WORK..... 10

ARTICLE 14: BENEFITS 11

**THE FOLLOWING BENEFITS WILL BE PAID TO PARTICIPATING EMPLOYEES SUPPLIED
BY I.A.T.S.E. LOCAL 58:..... 11**

ARTICLE 15: PAID HOLIDAYS 12

ARTICLE 16: RECORDING AND BROADCAST 12

ARTICLE 17: MODIFICATION OR TERMINATION 13

ARTICLE 18: TOOLS..... 13

ARTICLE 19: SCHEDULE OF WAGES - MONETARY 14

LETTER OF INTENT: HEAD TECHNICIAN.....16

LETTER OF INTENT.....17

LETTER OF INTENT: EDUCATIONAL ASSISTANCE.....18

ARTICLE 1: RECOGNITION AND COVERAGE

- 1.01 The Employer recognizes the Union as the exclusive collective bargaining agent for all stage employees of the Board of Regents of Victoria University at the Isabel Bader Theatre (the Theatre), 93 Charles Street West, Toronto regularly employed for not more than twenty-four (24) hours per week, save and except Theatre Co-ordinator and those above the rank of Theatre Co-ordinator.

ARTICLE 2: MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that it is the exclusive right of the University to:
- a) maintain order, discipline and efficiency;
 - b) hire, discharge, direct, classify, transfer, promote, demote, lay-off, and suspend or otherwise discipline employees subject to the provisions of this Agreement;
 - c) establish , enforce, and alter from time to time rules and regulations not inconsistent with the provisions of this Agreement, governing the conduct of the employees; and
 - d) manage and operate the Theatre.

ARTICLE 3: NO DISCRIMINATION

- 3.01 The University shall not discriminate against an employee because of membership or activity in the Union or the exercise of her/his lawful rights under this collective agreement, and any person covered by this agreement who feels that they has suffered any such discrimination shall have the right to seek redress in accordance with the Grievance Procedure. The University agrees that the President or Business Agent or his/her duly accredited representative have the right to enter the Theatre and speak with the members of the Union during their working hours with due regard for theatre operations.

ARTICLE 4: SEXUAL HARASSMENT

4.01 Sexual harassment shall be considered discrimination.

4.02 For the purposes of this Collective Agreement, "Sexual Harassment" means:

An unsolicited sexual advance or solicitation if (a) submission is expressly or by implication, made a term or condition of a person's right to or continuation of employment, or (b) submission or rejection is used as a basis for employment decisions affecting the person.

and/or

Unwelcome verbal or physical conduct, occurring during the employment relationship, that emphasizes another person's sex or sexual orientation that creates for the employee an intimidating, hostile or offensive working environment.

4.03 In the event that a grievance alleging sexual harassment is filed, where the alleged harasser is the person who would normally deal with a step of such grievances, the grievance shall automatically be sent forward to the next step.

ARTICLE 5: EMPLOYMENT

5.01 The University will determine its staffing requirements.

The University bases its staffing requirements on what is in the best interests of its clients, employees, and the University. This includes such issues as safety, efficiency, and competitiveness. The University will determine its staffing requirements in a bona fide manner based on the above criteria and will not base its decisions on minimizing Head Technician hours or involvement.

5.02 The University may schedule, without the need to make a call in to the union, up to 3 students per shift.

5.03 When the University makes a call-in for a stage hand(s) or special operator(s), the Union agrees to supply, in a timely manner, competent persons to perform work as required by the University.

5.04 When the University requires a new Head Technician the University will put a call into the Union. The union will provide candidates and the

University shall have the right to interview, select and hire the Head Technician. When the Head Technician is required the University will contact her/him directly.

- 5.05 The University may determine the need for Special Operators and will pay the Special Operator rate. Special Operators shall be stage employees who are required to operate equipment or devices that are determined by the University as requiring special skills. The Special Operator may be designated by the University from the current stage crew or hired via call-in from IATSE Local 58.
- 5.06 If the University fails to provide 8 hours notice of cancellation of a call-in, the employee will be entitled to straight time pay equal to the minimum call for that day (see article 13.01).
- 5.07 When requested by the University, the Union will supply the same stage crew for all calls on any given day. The Union further agrees that when requested by the University it will use its best efforts to supply the same stage crew for all set-up calls for any single production, and that substitutes by the Union for any calls shall be made in case of illness, injury or bereavement, or by the mutual consent of the parties.
- 5.08 Other than the students listed in 5.02 the University shall employ no one but stage employees in good standing in the Union within the area and jurisdiction covered by this Agreement.

ARTICLE 6: EQUAL OPPORTUNITIES IN EMPLOYMENT

- 6.01 The University and the Union are committed to equal opportunity in employment for women and men, members of visible minorities, aboriginal peoples and persons with disabilities, members of sexual minority groups, and others who may contribute to the further diversification of ideas

ARTICLE 7: NO STRIKES OR LOCKOUTS

- 7.01 The University undertakes that there will not be a lockout as defined in the Labour Relations Act during the term of this Agreement. The Union undertakes that there will be no strike as defined in the Labour Relations Act during the term of this Agreement.

ARTICLE 8: WORK DONE BY SUPERVISORS

- 8.01 Supervisors will not perform work which is normally performed by employees in the bargaining unit if the performance of such work results in the displacement of an employee. Nor will supervisors perform such work if it prevents an employee from being called in. This shall not apply to de minimis situations.

ARTICLE 9: THEATRE USE

- 9.01 The Union recognizes that the Theatre is a multi-use facility and thus many events occur in the Theatre which have no need of a technician.

ARTICLE 10: NON-DEPARTMENTAL

- 10.01 The Union, recognizing the size of the Theatre, accepts that all persons employed under this agreement shall work without regard to department.

ARTICLE 11: DISCHARGE AND DISCIPLINE

- 11.01 No employee who has completed their probationary period shall be discharged or disciplined other than for just cause.
- 11.02 A student shall be considered probationary until they has completed 60 shifts. The Head Technician will have completed her/his probationary period after the earlier of 60 shifts or one (1) year. (A shift is defined as the period of time from the beginning to the end of a call to do stage work within a day long period. One four hour call may be a shift. A call comprising a load in, performance, and load out may be a shift. It is understood a load out may go into the next day but would still be considered part of that one shift).

ARTICLE 12: GRIEVANCE PROCEDURE AND ARBITRATION

- 12.01 It is the mutual desire of the Parties that complaints with respect to the application, interpretation, or alleged violation of this Agreement shall be adjusted as quickly as possible.
- 12.02 It is understood and agreed that an employee or group of employees shall first give the immediate supervisor an opportunity to adjust the complaint.
- 12.03 If, after registering the complaint with the Supervisor and such complaint is not settled within five (5) calendar days or within any longer period which may have been agreed to by the Parties, then the following steps of the grievance procedure may be invoked:

STEP ONE: The grievance may be submitted in writing to the Supervisor either directly or through the Union. The nature of the grievance, the relevant provisions of the Collective Agreement, a general statement of relevant facts, and the remedy sought shall be included in the grievance. The Supervisor shall meet with the employee's Union Steward within five (5) calendar days of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting if requested by either party. The immediate Supervisor shall, within a further five (5) calendar days after the meeting, answer the grievance and return it to the Union.

STEP TWO: If the decision of the immediate Supervisor is not satisfactory, the grievance may be submitted to the Bursar or designate within five (5) calendar days of the response at Step One. The Bursar or designate shall hold a meeting with the Union Grievance Committee (not to exceed two (2) in number) and representatives of the University within five (5) calendar days of the receipt of the grievance in a further attempt to resolve the grievance. The grievor may be present at this meeting if requested by either Party. The Bursar shall, within a further seven (7) calendar days after the meeting, give her/his decision in writing to the Union.

- 12.04 The University shall not be required to consider any grievance which is not submitted within twenty-one (21) calendar days after the grievor became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance.
- 12.05 If final settlement of the grievance is not reached at Step Two, then the grievance may be referred in writing by either Party to arbitration. If no written request for arbitration is received within the time limits provided in

this article, the grievance shall be deemed to have been withdrawn and is not eligible for arbitration.

- 12.06 When two or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step Two of the Grievance Procedure.
- 12.07 The Union or the University shall have the right to initiate a policy grievance or a grievance of a general nature beginning at Step Two of the grievance procedure. Any such grievance must be commenced within fourteen (14) calendar days after the Party became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance. This clause may not be used by the Union to initiate a grievance which directly affects an employee where said employee(s) could have initiated a grievance pursuant to the provisions of this article (after the occurrence of the grievance).
- 12.08 The time limits provided in this article are mandatory but may be extended by mutual agreement between the Parties in writing. It is agreed by the Parties that Saturdays, Sundays, and paid holidays shall not be counted as days for the purposes of time limits in this article. It is further agreed by the Parties that absence of the grievor, or the individual who is to respond to the grievance at each step in the grievance procedure due to bereavement, approved leaves of absence, and vacation shall extend the time limits in this article by the number of days of the absence. The Parties also agree that s.48 (16) of the ONTARIO LABOUR RELATIONS ACT, 1995, as amended from time to time, shall continue to apply.
- 12.09 If a response to the grievance is not provided within the time limits provided in the Collective Agreement, the grievance may be advanced by the party initiating the grievance to the next step in the grievance procedure.
- 12.10 Either Party to this Agreement may request that a grievance be submitted to Arbitration, by a sole arbitrator, by making such request in writing addressed to the other Party to this Agreement, and proposing three (3) possible arbitrators, at any time within thirty (30) calendar days after the decision is given under Step Two of the grievance procedure. If no written request for arbitration is received within this time period, the grievance shall be deemed to have been withdrawn and is not eligible for arbitration.
- 12.11 No matter may be submitted to arbitration which has not been properly carried through all the steps of the Grievance Procedure.

- 12.12 Each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties will jointly bear the expenses of the arbitrator on an equal basis.
- 12.13 The Head Technician shall be recognised as steward. In the event the Head Technician is not present, they will select a substitute Steward.

ARTICLE 13: HOURS OF WORK

- 13.01 The minimum scheduled shift shall be four (4) hours, all additional hours shall be billed to the next hour.
- 13.02 Employees shall not work more than five (5) consecutive hours without an unpaid meal break of one (1) hour. In the event that this break is not possible, the University will pay the employees at the prevailing rate for the hour while providing food and beverage for the employees. The employees will receive a reasonable break time to eat the provided meal.
- 13.03 (a) A break of a minimum of nine (9) hours shall be scheduled between the conclusion of a day's work and the call to work the next day.
- (b) Failing this minimum scheduled break, an employee shall be paid one and a half (1.5) times the prevailing hourly rate for actual time worked within the nine (9) hour period.

Should the employee choose of her/his own accord to forfeit a portion of this break, the straight time hourly rate shall apply.

- 13.04 Any hours worked in excess of eight (8) in a day shall be paid at one and one half (1.5) times the straight time hourly rate. Any hours worked in excess of twelve (12) in a day shall be paid at two (2) times the straight time hourly rate.
- 13.05 After six consecutive days of work, employees shall be entitled to one day off without pay. Should an employee be required to work on a seventh consecutive day, the stage employee will be paid at the rate of one and a half times (1.5X) the straight time hourly rate.
- 13.06 Should a stage employee choose of her/his own accord to forfeit a day off or a portion thereof, the straight time hourly rate shall apply.

- 13.06 Any pyramiding of hourly rates, statutory holiday hourly rates, and recording and broadcasting rates shall be capped at three (3) times the straight time hourly rate.

ARTICLE 14: BENEFITS

The parties note that employees of Victoria University, including employees supplied by Local 58 I.A.T.S.E., shall be protected against accident, under the WORKPLACE SAFETY AND INSURANCE ACT.

The following benefits will be paid to participating employees supplied by I.A.T.S.E. Local 58:

- 14.01 The University is authorized by Local 58 I.A.T.S.E., during the term of this agreement, to deduct from those individuals participating in the "Retirement Savings Plan" of Local 58 I.A.T.S.E., an amount equal to five (5) percent of each individual's gross earnings for pension purposes.
- 14.02 The University shall contribute to those individuals participating in the "Retirement Savings Plan" of Local 58 an amount equal to six (6) percent of each individuals gross earnings for pension purposes
- 14.03 The University shall contribute an amount equal to one (1) percent of each individual's gross earnings towards the "Health and Welfare Trust" of I.A.T.S.E. Local 58.
- 14.04 The University shall contribute an amount equal to one (1) percent of each individual's gross earnings to the "Dental Plan" of I.A.T.S.E. Local 58.
- 14.05 It is agreed that vacation pay shall be paid on the basis of ten (10) percent of the employees gross earnings. Vacation pay shall be paid when earned and shall be submitted to the "Vacation Pay Fund" of I.A.T.S.E Local 58.
- 14.06 These contributions and deductions shall be remitted monthly, by cheque, payable to the Trustee of these funds as designated by I.A.T.S.E. Local 58. The remittance shall be accompanied by a statement in duplicate showing the names of all those individuals for whom contributions and deductions have been made and the respective amounts in each case.

ARTICLE 15: PAID HOLIDAYS

15.01 The following shall be recognized as statutory holidays:

New Year's Day	Canada Day	Labour Day
Good Friday	Civic Holiday	Christmas Day
Victoria Day	Thanksgiving Day	Boxing Day
Family Day		

15.02 All stage employees called to work on any of the holidays listed in 15.01, except for Christmas Day, shall be paid for the first eight (8) hours at one and one-half (1 ½) times the straight time hourly rate plus holiday pay as per THE EMPLOYMENT STANDARDS ACT. Any work done over eight (8) hours shall be paid at two and one-half (2 ½) times the straight time rate. Christmas Day shall be paid as above except the first eight (8) hours shall be paid at two (2) times the straight time rate.

ARTICLE 16: RECORDING AND BROADCAST

16.01 Where a theatrical production or concert or other non-Victoria University event, for which stage employees are engaged at the Theatre, is recorded or broadcast, stage employees shall be paid a fifty (50) percent premium over the applicable hourly rate or performance rate for time actually worked during the recording or broadcast session, unless the recording or broadcast session is called:

- a) to produce promotional material or news clips which when finally edited and presented to the public will not include more than two (2) minutes of actual performance time;
- b) to produce still photographs;
- c) to produce material of student shows, events, or lectures;
- d) to produce archival materials;

For the purpose of this clause, archival recordings are defined as material that is for the sole archival use of the producing company. It is not to be distributed outside the company, be used for broadcast, be sold or used for commercial purposes. Archival recordings must comply with the following technical specifications:

- a) Audio: a feed from the house sound system.

- b) Video: a feed from the fixed video camera recorded and operated by the show crew, or one other camera provided and operated by the licensee.

ARTICLE 17: MODIFICATION OR TERMINATION

- 17.01 This agreement shall continue in force and effect until December 31, 2020 and thereafter shall automatically renew itself for periods of one (1) year unless either party desires to negotiate a new agreement. If either party desires to negotiate a new agreement, notice in writing by email, fax, or registered mail shall be given to the other party not less than thirty (30) days and not more than 90 days prior to the expiry date of this agreement.
- 17.02 In the event of notice being given requesting negotiations to amend the Agreement, the negotiations shall commence within ninety (90) days following receipt of such notification. If pursuant to such negotiations, an agreement on an amendment to this Agreement is not reached prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under the ONTARIO LABOUR RELATIONS ACT have been completed, whichever date should first occur.

ARTICLE 18: TOOLS

- 18.01 All stage employees supplied by the Union shall be responsible for supplying the normal tools required to perform the work for which they are employed. All tools shall be in their possession and in good working order each time they report for work.
- 18.02 The minimum tools required include:

WORK CALL	PERFORMANCE
<ul style="list-style-type: none"> 1) hammer 2) knife 3) tape measure 4) pliers 5) vice-grips 6) crescent wrench 7) cordless drill and bits 8) steel-toed work boots 	<ul style="list-style-type: none"> 1) black clothing 2) flashlight 3) knife

ARTICLE 19: SCHEDULE OF WAGES - MONETARY

Classification	Rate Sept. 1, 2016	Sept. 1, 2017 1.8%	Sept. 1, 2018 2.0%	Sept.1, 2019 2.0%
Head Technician	\$30.69	\$31.24	\$31.86	\$32.50
Special Operator	\$27.73	\$28.23	\$28.80	\$29.37
Stagehands	\$26.21	\$26.69	\$27.22	\$27.76
STUDENTS				
Student Head	\$18.72	\$19.05	\$19.43	\$19.82
Student Shift Captain	\$17.38	\$17.70	\$18.05	\$18.41
Student	\$16.40	\$16.70	\$17.03	\$17.37

Head Technician, Special Operator, and Stagehand – members on call from I.A.T.S.E. Local 58.

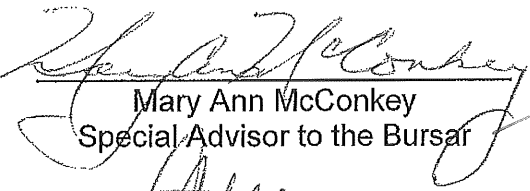
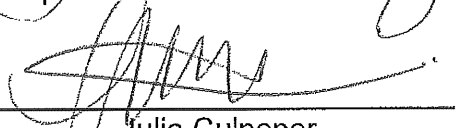
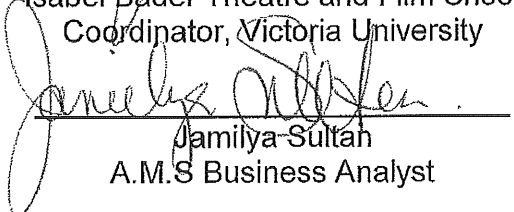
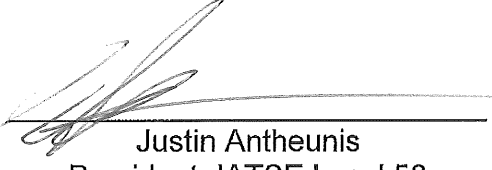

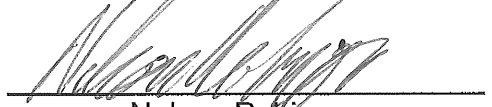
Student Head – Student from student pool who is left on her/his own during call.

Student Shift Captain – student overseeing other students without Head Technician present.

19.01 Employees will receive their pay on a bi-weekly basis.

19.02 Employees will be paid for all authorized work.

This contract is agreed to by the undersigned on behalf of their respective organizations and ratified on March 26, 2018 in the City of Toronto, in the Province of Ontario.

<p>THE BOARD OF REGENTS OF VICTORIA UNIVERSITY</p> <p> Mary Ann McConkey Special Advisor to the Bursar</p> <p> Julia Culpeper Isabel Bader Theatre and Film Shoot Coordinator, Victoria University</p> <p> Jamilya-Sultah A.M.S Business Analyst</p>	<p>THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA LOCAL 58</p> <p> Justin Antheunis President, IATSE Local 58</p> <p> Brent McLaughlin IATSE Local 58</p> <p> Nelson Robinson Business Agent, IATSE Local 58</p>
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LETTER OF INTENT: HEAD TECHNICIAN

It is agreed that Ms. Monica Sass, for as long as they has not resigned, retired, or been terminated, will have right of first refusal for the Head Technician calls when the Employer determines the need for the Head Technician.

LETTER OF INTENT

If at any time in the future, Michael Andreae ceases to fulfill the role of House Technician, the parties will meet to discuss how this function will be implemented going forward.

LETTER OF INTENT: EDUCATIONAL ASSISTANCE

January 25, 2018

Justin Antheunis
President, Local 58
IATSE
511 Adelaide Street West
Toronto, Ontario
M5V 1T4

Dear Mr. Antheunis, The University agrees that employee in a Head Technician position shall be entitled to the benefits of the Educational Assistance Policy attached hereto. It is agreed that the University may amend the aforesaid Policy from time to time.

Yours truly,

Mary Ann McConkey
Special Advisor to the Bursar

EDUCATIONAL ASSISTANCE POLICY

INTRODUCTION

In keeping with its policy objective to provide opportunities for personal development and establish a working environment that will encourage development, the University has designed this practice on Educational Assistance. Its provisions define the extent to which the University will financially assist staff to further their formal education. It is agreed that the University may amend the aforesaid Policy from time to time.

TERMS OF REFERENCE

Qualifying staff members referred to below are those staff who are eligible in terms of University service (described under ELIGIBILITY) and have academic acceptability by the Faculty, School, Centre, etc., from whom the course is to be taken and the approval of the Department Head before beginning the course as described under PROCEDURES.

ELIGIBILITY

An employee in a Head Technician position whether full-time, part-time of twenty-five (25) percent or more, or sessional are eligible. In the case of part-time staff members for the first three (3) years' continuous service, the funding is pro-rated in accordance with the part-time appointment.

PROVISIONS

1. One hundred (100) Percent fees are waived for a qualifying staff member taking, on a part-time basis:

1) a University of Toronto course, up to and including the Master's level. For undergraduate courses, the maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the Summer session and reimbursement will be limited to the equivalent general Arts and Science course tuition fee. For Master's level programmes the tuition waiver shall be limited to the part-time programme fee or three thousand (\$3,000) dollars per academic year, whichever is less. The University will also waive the balance of degree fee, to the lesser of the equivalent remaining programme fee or three thousand (\$3,000) per year, so long as the employee has already received a tuition waiver under this policy; or

2) a University of Toronto course taken as part of the "academic bridging" programme, or

3) a University of Toronto course taken as a "special student" or

4) a diploma or certificate programme offered through Woodsworth College or other University of Toronto academic divisions, for which student are registered as University of Toronto students and receive a diploma at Convocation in accordance with the University Policy on Diploma and Certificate Programmes. The maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the summer session and reimbursement will be limited to the equivalent general Arts & Science course tuition fee.

5) courses offered by the School of Continuing Studies that are work or job related, up to a maximum of five hundred (\$500) dollars per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of two hundred and fifty (\$250) dollars per course, with a combined maximum six (6) courses per academic year.

Courses should be taken outside of normal working hours. However, if the course is not otherwise available, one such course at a time may be taken during normal working hours provided the approval of the Department Head is obtained and alternative work arrangements are made.

2. Fifty (50) Percent Tuition Reimbursed

Fifty (50) percent of tuition fees will be reimbursed to a qualifying staff member who shows successful completion of a job-related course given at a recognized educational institution (other than those in 1. above). Such courses should be taken on the staff member's own time, after normal working hours and must be either:

1) Individual skill improvement courses which are related to the staff member's present job or to jobs in the same field to which the staff member might logically aspire, or

2) Courses of study leading to undergraduate certificates, diplomas or degrees offered at recognized educational institutions. Such courses must either be an asset to the staff member in the performance of their present job or directly related to their potential career. Individual courses, even though unrelated, will qualify provided they are part of an eligible certificate, diploma or degree program.