



UNIVERSITY OF TORONTO

COLLECTIVE AGREEMENT

- BETWEEN -

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

- 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 Agreement: September 1, 2014 to August 31, 2017

TABLE OF CONTENTS

ARTICLE 1: RECOGNITION AND COVERAGE	1
ARTICLE 2: MANAGEMENT FUNCTIONS	1
ARTICLE 3: RELATIONSHIP	1
ARTICLE 4: SEXUAL HARASSMENT.....	1
ARTICLE 5: EMPLOYMENT EQUITY.....	2
ARTICLE 6: UNION SECURITY	2
ARTICLE 7: NO STRIKES OR LOCKOUTS.....	2
ARTICLE 8: UNION REPRESENTATION.....	2
ARTICLE 9: DISCIPLINARY INTERVIEW	2
ARTICLE 10: SUSPENSION OR DISCHARGE	3
ARTICLE 11: GRIEVANCE PROCEDURE.....	3
Step One.....	3
Step Two	3
Step Three	3
Policy or Group Grievance	4
Suspension or Discharge Grievance.....	4
ARTICLE 12: ARBITRATION	4
Authority to Deal with a Discharge or Disciplinary Grievance.....	5
Board's Authority	5
ARTICLE 13: TERM OF EMPLOYMENT.....	5
ARTICLE 14: PROBATIONARY EMPLOYEES	5
ARTICLE 15: CHANGE OF CONTACT INFORMATION.....	5
ARTICLE 16: HIRING.....	5
ARTICLE 17: WAGE RATES	5
ARTICLE 18: HOURS OF WORK AND OVERTIME	6
Work Schedule for the Session.....	6
ARTICLE 19: WORK PERFORMED OUTSIDE OF THE WEEKLY PAY SCHEDULE	6
Broken Time Rate	6
Performance or Rehearsal	6
Recording and Broadcasting	6
House Technicians	7
ARTICLE 20: HART HOUSE THEATRE AND STUDENT PRODUCTIONS.....	7
ARTICLE 21: PAID HOLIDAYS	7

ARTICLE 22: VACATIONS	8
Vacation Pay	8
ARTICLE 23: JURY DUTY OR CROWN WITNESS SERVICE	8
ARTICLE 24: WORK DONE BY SUPERVISORS.....	8
ARTICLE 25: BENEFITS.....	8
Accident Insurance	8
Retirement Savings Plan.....	8
Dental Plan	8
Health and Welfare.....	9
ARTICLE 26: CORRESPONDENCE	9
ARTICLE 27: GENERAL	9
ARTICLE 28: MODIFICATION OR TERMINATION.....	9
SCHEDULE I: WAGES.....	11
LETTER OF INTENT: HOURS FREE FROM WORK BETWEEN SHIFTS	13
LETTER OF INTENT: EDUCATIONAL ASSISTANCE.....	14
EDUCATIONAL ASSISTANCE POLICY	15
LETTER OF INTENT: TUITION WAIVER FOR DEPENDANTS.....	17
TUITION WAIVER FOR DEPENDANTS	18

MEMORANDUM OF AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of September 15, 2015.

- between -

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
(hereinafter called "the Employer")

- and -

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING
PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES,
ITS TERRITORIES AND CANADA, LOCAL 58
(hereinafter called "the Union")

ARTICLE 1: RECOGNITION AND COVERAGE

1:01 The Employer recognizes the Union as the exclusive collective bargaining agent with respect to all matters properly arising under the terms of this Agreement for all of the Employer's Electricians, Carpenters, Special Operators and Flymen, employed at Hart House Theatre save and except supervisors and persons above the rank of supervisor. The term "employee" or "employees" wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as herein defined unless the contract otherwise provides.

ARTICLE 2: MANAGEMENT FUNCTIONS

2:01 The Union acknowledges that it is the exclusive function of the Employer 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 and enforce rules and regulations not inconsistent with the provisions of this Agreement, governing the conduct of the employees; and
- d) generally to manage and operate the University of Toronto.

ARTICLE 3: RELATIONSHIP

3:01 The Employer shall not discriminate against an employee because of membership or activity in the Union or the exercise of his/her lawful rights, and any person covered by this Agreement who feels that he/she has suffered any discrimination shall have the right to seek redress in accordance with the Grievance Procedure. The Employer agrees that the President or Business Representative or his/her duly accredited representative shall have the right to enter the Theatre and speak with the members of the Union during their working hours.

ARTICLE 4: SEXUAL HARASSMENT

4:01 Sexual harassment shall be considered discrimination.

4:02 For the purpose 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 or advancement 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 EQUITY

- 5:01 The University and the Union are committed to equal opportunity in employment for women, aboriginal people, persons with disabilities and persons who are because of race or colour, in a visible minority in Canada.

ARTICLE 6: UNION SECURITY

- 6:01 All employees under this Agreement as a condition of employment shall be members of the Union and maintain such membership in good standing.

ARTICLE 7: NO STRIKES OR LOCKOUTS

- 7:01 The Employer 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: UNION REPRESENTATION

- 8:01 The Employer agrees that there shall be one (1) Union Steward to represent the employees. The Union will notify the Employer in writing of the appointment of the Union Steward.
- 8:02 The Union acknowledges that the Union Steward has duties to perform on behalf of the Employer, and that he/she will not absent himself from such duties unreasonably in order to attend to the grievances of employees. In consideration of this acknowledgement and undertaking, the Employer will compensate him/her for the time spent in handling grievances of employees and attending to Union business. Such compensation shall not extend beyond normal working hours. He/she will be required to request leave from his/her Supervisor before leaving his/her work place and will report back to him/her on returning to same.

ARTICLE 9: DISCIPLINARY INTERVIEW

- 9:01 When an employee is summoned to the Technical Director's office for an interview concerning discipline, the Technical Director will inform the employee of his/her right to have his/her Union Steward present prior to discussing the matter with the employee. The employee may, if he/she so desires, request the presence of his/her Union Steward to represent him/her during the interview. If the employee requests representation by his/her Union Steward, the Technical

Director, will send for the Union Steward without undue delay and without further discussion of the matter with the employee concerned.

ARTICLE 10: SUSPENSION OR DISCHARGE

10:01 An employee who has been suspended or discharged shall be advised in writing of the reason thereof. Whether called or not, the Union Steward will be advised in writing within one (1) working day (24 hours) of the fact of suspension or discharge and the reason thereof.

ARTICLE 11: GRIEVANCE PROCEDURE

11:01 An employee having a grievance, or one designated member of a group having a grievance, will first take up the grievance within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance with the Technical Director who will attempt to adjust it.

Step One

11:02 An employee may request the Technical Director to call the Union Steward to handle a specified grievance. The word "specified" as used in this paragraph is interpreted by the parties hereto to mean an employee is required to "state the nature of the grievance". The Technical Director will arrange to send for the Union Steward without undue delay and without further discussion of the grievance.

11:03 The Union Steward, with the employee present, will attempt to adjust the grievance with the Technical Director before it is given to the Technical Director in writing.

11:04 If the grievance is not adjusted by the Technical Director it shall be reduced in writing on an employee grievance form provided by the University and signed by the employee involved. The Technical Director shall give his/her answer in writing to the Union Steward without undue delay, but not later than three (3) working days after the grievance has been presented in writing.

Step Two

11:05 If the grievance is not settled at Step One, the written grievance may be referred to the Manager of Hart House Theatre, by the Union Steward within five (5) working days after receiving the answer in writing. A meeting shall be arranged by the Theatre Manager with the Union Steward and the employee within three (3) working days of receiving the grievance. The grievor shall be allowed to attend the meeting as an observer. The Theatre Manager shall give an answer in writing to the Union Steward not later than five (5) working days.

Step Three

11:06 If the grievance is not settled at Step Two, a written grievance may be referred to the Director of Labour Relations by the President of the Union within five (5) working days of receiving an answer in writing from the Theatre Manager. A meeting shall be arranged by the Director of Labour Relations with the Business Manager of the Union and the employee within five (5) working days of receipt of the grievance in order to resolve the dispute. The grievor shall be allowed to attend the meeting as an observer. The Director of Labour Relations shall give his/her reply in writing within five (5) working days if the grievance is not settled at this meeting.

Policy or Group Grievance

11:07 A grievance of the Employer, or a policy or group grievance of the Union which is distinguished from an individual employee's grievance, must be sent by registered mail, or be personally delivered to the Director of Labour Relations of the Employer or to the Business Manager of the Union, as the case may be, within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance. The parties shall meet to discuss any such grievance within ten (10) working days of the receipt of the grievance; then either party may notify the other party in writing within a further period of five (5) working days that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a statement of the matter in dispute and a statement of the relief sought from an arbitration board.

Suspension or Discharge Grievance

11:08 In the case of an employee being suspended or discharged, he/she may submit a grievance in writing on a form supplied by the University of Toronto, signed by him, to the Director of Labour Relations within five (5) working days after his/her suspension or discharge. If the matter then is not immediately settled, the Director of Labour Relations shall meet with the President of the Union and the employee within a further period of five (5) working days after the presentation of the grievance. The grievor shall be allowed to attend the meeting as an observer. If the grievance is not settled at this meeting, then either party may notify the other in writing within a further period of five (5) working days after the date of the meeting that it intends to proceed to arbitration as hereinbefore set out.

11:09 Time limits set forth in the grievance or arbitration procedures may be extended by mutual agreement in writing between the parties hereto. Saturdays, Sundays and paid holidays will not be counted in determining the time within which any action is to be taken or completed under the grievance or arbitration procedures.

ARTICLE 12: ARBITRATION

12:01 If the grievance is not settled at Step Three, either party may notify the other within a further period of five (5) working days after receiving the written reply that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a statement of the matter in dispute, a statement of the actual remedy sought by the party from an arbitration board, and the name and address of the party's nominee to the proposed arbitration board.

12:02 The party who receives the notice of intention to proceed to arbitration shall then notify the other party of the name and address of the party's nominee to the proposed arbitration board within ten (10) working days after receiving the notice.

12:03 The two (2) nominees appointed shall attempt to select a Chair for the board, but if they are unable to agree upon the selection within a period of ten (10) working days after the appointment of the second nominee, either of the nominees shall then have the right to request the Minister of Labour to appoint a Chair for the arbitration board.

12:04 Each party shall bear the expenses of its own nominee to an arbitration board and the parties shall jointly and equally bear the fees and expenses of the Chair.

12:05 No grievance may be submitted to a board of arbitration or be dealt with by a board unless it has been properly carried through all of the required steps of the grievance and arbitration procedures.

Authority to Deal with a Discharge or Disciplinary Grievance

12:06 In the event a board of arbitration properly deals with a matter relating to discharge or other disciplinary action, then the board has the authority to reinstate an employee, with or without compensation for wages lost, or to make any other award it may deem just in the event that there has been a violation of this Agreement by the Employer.

Board's Authority

12:07 Any board of arbitration shall not have any authority to make any decision which is inconsistent with the terms of this Agreement, nor to add to or amend any of the terms of this Agreement. The jurisdiction of the arbitration board shall be strictly confined to dealing with the issues in dispute between the parties and the type of relief sought as outlined in the notice of intention to proceed to arbitration.

12:08 The decision of the board of arbitration shall be final and binding upon the parties. The decision shall be unanimous or one reached by a majority of the members of the board; provided, however, that if there is no majority decision of the board, then the decision of the Chair shall constitute the final and binding decision of the board.

ARTICLE 13: TERM OF EMPLOYMENT

13:01 It is understood that the term of employment shall be on a sessional basis. A session shall be interpreted to mean the period of time from September 1st to June 30th of the following year.

ARTICLE 14: PROBATIONARY EMPLOYEES

14:01 New employees will be considered as probationary employees until after they have worked for a period of sixty (60) working days, from the date of last hire by the Employer. The Employer may discharge an employee at any time during the probationary period, without cause and at the sole discretion of the Employer. In the event an employee is discharged he/she shall be entitled to submit a grievance under Article 11:08 of the collective agreement.

ARTICLE 15: CHANGE OF CONTACT INFORMATION

15:01 It shall be the duty of the employee to notify the Employer promptly of any change of his/her contact information including address changes and phone number changes. If any employee should fail to do so, the Employer will not be responsible for failure of such notice to reach the employee.

ARTICLE 16: HIRING

16:01 The Employer agrees to employ stage employees supplied by the Union.

ARTICLE 17: WAGE RATES

17:01 The following wage rates shall be payable under this Agreement as outlined in Schedule I: Wages.

ARTICLE 18: HOURS OF WORK AND OVERTIME

Work Schedule for the Session

18:01 The Manager of Hart House Theatre at the commencement of the session shall establish a schedule comprised of the number of weeks that designated employees shall be paid on a weekly salary basis during the period of the session. This shall not constitute a guarantee of hours of work either for the session, or per day, or per week.

ARTICLE 19: WORK PERFORMED OUTSIDE OF THE WEEKLY PAY SCHEDULE

Broken Time Rate

19:01 All work performed by employees who are not employed under the terms of the Work Schedule for the Session, Article 18:01, shall be at broken time rates.

19:02 The minimum call in for all broken time work shall be four (4) hours. The minimum call in for all extra help not working performances shall be five (5) hours at the appropriate broken time rate.

19:03 Time worked between 8:00 a.m. and 5:00 p.m. Monday through Saturday, other than performances and rehearsals, or work performed in accordance with Article 18:01, shall be paid at the regular broken time rate.

19:04 Time worked between 5:00 p.m. and midnight Monday through Saturday, other than on performances and rehearsals or work performed in accordance with Article 18:01, shall be paid at time and one half (1½) the broken time rate.

19:05 Time worked between 12:01 a.m. and 8:00 a.m. Monday through Saturday other than on performances and rehearsals shall be paid at two (2) times the broken time rate.

19:06 Time worked on Sunday between the hours of 12:00 midnight Saturday and 8:00 a.m. on Monday morning shall be paid at two (2) times the broken time rate.

Performance or Rehearsal

19:07 A performance or rehearsal call shall be deemed to be a work period of four (4) hours, the time to be considered as from the time of call to the final curtain, including shutdown provided shutdown does not exceed fifteen (15) minutes.

19:08 Regular performances on statutory holidays as herein defined shall be paid at two and one-half (2½) times the regular performance or rehearsal rate.

Recording and Broadcasting

19:09 Where a theatrical production or a concert or other event for which stage employees are engaged at Hart House 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 that is distributed at no charge amongst the students;
or
- 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 to 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.

House Technicians

19:10 House Technicians, when required to work on a performance call outside of the weekly schedule as set out in Schedule I, shall be paid not less than eight (8) hours at the regular broken time rate for work performed in that week.

ARTICLE 20: HART HOUSE THEATRE AND STUDENT PRODUCTIONS

20:01 The parties are agreed that a production comprised of at least seventy-five (75) percent student content shall be deemed a student production. Student products and productions presented by Hart House Theatre and Student Productions shall only require the employment of a minimum I.A. crew.

ARTICLE 21: PAID HOLIDAYS

21:01 The following paid holidays will be granted with pay at the employee's regular rate of pay for his/her normal number of working hours:

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

Any employee who works on one of the above paid holidays shall be paid for the first eight (8) hours at one and one half (1½) times the basic hourly rate in addition to the regular paid holiday pay. Except that two (2) times the basic hourly rate shall be paid for all work performed on Christmas Day.

21:02 The Employer and the Union shall consult as to the day of observance of paid holidays in the aforementioned clause 20:01 within a reasonable time period prior to the date of observance of the paid holiday. Should the parties be unable to reach an agreement, the paid holiday shall be observed on the day which it falls.

ARTICLE 22: VACATIONS**Vacation Pay**

22:01 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 included along with the employees regular earnings.

ARTICLE 23: JURY DUTY OR CROWN WITNESS SERVICE

23:01 The Employer shall compensate any employee who is required for jury duty or crown witness service the difference between his/her normal earnings and the payment he/she received for jury duty or crown witness service.

ARTICLE 24: WORK DONE BY SUPERVISORS

24:01 Employees who are not in the bargaining unit will not perform duties normally done by those employees who are covered by this Agreement, except for the purposes of instruction, experimenting or in emergencies when regular employees are not available.

ARTICLE 25: BENEFITS**Accident Insurance**

25:01 It is agreed that when employing people supplied by Local 58, I.A.T.S.E., they shall be protected against accident, under the *Workplace Safety and Insurance Act*, or like insurance.

25:02 During the production of television programmes, video tape or motion picture making, all regular and additional equipment required which is normally within the competence of the Union, shall be handled by employees supplied by Local 58, I.A.T.S.E., and all employees shall be paid by the Television or Motion Picture Production Company, or in the absence of such signed contract, at the rates, and under the terms and conditions established by the Union for such work.

Retirement Savings Plan

25:03 Commencing on September 1, 1964, and continuing hereafter, the Employer is authorized by Local 58, I.A.T.S.E., during the term of this Agreement and on behalf of every employee supplied by Local 58, to deduct from those individuals participating in "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.

It is agreed that the Employer shall contribute to those individuals participating in the Retirement Savings Plan of Local 58 I.A.T.S.E. an amount equal to seven (7) percent of each individual's gross earnings for Pension purposes.

Dental Plan

25:06 The Employer shall remit to I.A.T.S.E. Local 58 a contribution equal to one (1) percent of each individual's gross earnings for the purpose of contribution to an I.A.T.S.E. Local 58 Dental Plan.

Health and Welfare

- 25:07 The Employer shall contribute a further amount equal to three (3) percent of each individual's gross earnings to the IATSE Local 58 Health and Welfare Benefit Trust.
- 25:08 These deductions, together with the contributions shall be remitted, every three (3) months, by cheque payable for the above benefits and sent to the Trustee of these funds as designated by Local 58, I.A.T.S.E. The remittance shall be accompanied by a statement in duplicate showing the names of all those individuals for whom deductions and contributions have been made and the respective amounts in each case.

ARTICLE 26: CORRESPONDENCE

- 26:01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director, Labour Relations, University of Toronto, 215 Huron Street, 8th Floor, Toronto, Ontario, M5S 1A2, and the President, International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, Local 58, 511 Adelaide Street West, Toronto, Ontario, M5V 1T4.
- 26:02 Any such communication given under this Agreement which is sent by registered mail shall be deemed given and received as of the business day following the date of mailing.

ARTICLE 27: GENERAL

- 27:01 A 'read only' collective agreement will be posted on the University's Human Resources and Equity website and the link to said website will be provided to all employees in the bargaining unit.

ARTICLE 28: MODIFICATION OR TERMINATION

- 28:01 This Agreement shall continue in force and effect until August 31, 2017, and thereafter shall automatically renew itself for periods of one (1) year each unless either party notifies the other in writing within the period of ninety (90) days prior to any expiry date that it desires to amend or terminate this Agreement.
- 28:02 In the event of notice being given requesting negotiations to amend the Agreement, the negotiations shall commence within fifteen (15) 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.

IN WITNESS WHEREOF each of the parties hereto have caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on this September 15, 2015.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:

Vice President, Human Resources & Equity

Secretary, Governing Council

AND

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

President

Business Agent

SCHEDULE I: WAGES
IATSE - L58

Last Revised: October 23, 2015

Personnel Area: 0002
 Personnel Subarea: 5400
 Pay Scale Type: 33
 Pay Scale Area: 01

	Job	Pay scale group	PS level	01.09.2014 Amount	01.09.2015 Amount	01.09.2016 Amount
Weekly Salary						
Electrician / Carpenter				1222.90	1235.13	1250.57
Broken Time (8.00 a.m. to 5.00 p.m.)						
Electrician / Carpenter				29.50	29.79	30.16
Special Operator				28.63	28.91	29.27
All Others				27.19	27.47	27.81
Regular Performance - Rehearsal Rate						
Electrician / Carpenter				119.21	120.40	121.91
Special Operator				113.76	114.90	116.33
All Others				110.14	111.24	112.63

Note: No Job # and PS level for this Union.
 Pay scale Group is 'Casual'

LETTER OF INTENT: DEFINITIONS

September 15, 2015

Jim Brett
President, Local 58
IATSE
511 Adelaide Street West
Toronto, Ontario
M5V 1T4

Dear Mr. Brett,

For the purposes of clarification it is agreed that rehearsal calls and performance calls are defined as follows:

Rehearsal Call: A rehearsal call is for the purpose of a rehearsal or run through of a performance with the performer(s) present that does not have a paying audience. A rehearsal call allows for operating out of sequence and for 'board cues' and 'operating cues' to be changed and/or altered as long as the stage hands are able to remain in their operating positions. If a situation is reached where the call is no longer considered a rehearsal call the union steward must receive approval from the Technical Director prior to changing the call.

Performance Call: A performance call shall be deemed to be a work period of four (4) hours for all stage employees, time to be considered as from the time of call to the final curtain, including shutdown provided shutdown does not exceed fifteen (15) minutes. Performances of under sixty (60) minutes shall be deemed as part of a work call.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT: HOURS FREE FROM WORK BETWEEN SHIFTS

September 15, 2015

Jim Brett
President, Local 58
IATSE
511 Adelaide Street West
Toronto, Ontario
M5V 1T4

Dear Mr. Brett,

For the life of this collective agreement the University will continue current practice in regards to hours free from work between shifts such that employees will be scheduled with at least nine (9) hours free between shifts (e.g. free from work between 11 p.m. and 8 a.m.) within a twenty-four (24) hour period.

Yours truly,

Alex Brat
Director, Labour Relations

LETTER OF INTENT: EDUCATIONAL ASSISTANCE

September 15, 2015

Jim Brett
President, Local 58
IATSE
511 Adelaide Street West
Toronto, Ontario
M5V 1T4

Dear Mr. Brett,

The University agrees that employees in the bargaining unit 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,

Alex Brat
Director, Labour Relations

EDUCATIONAL ASSISTANCE POLICY

INTRODUCTION

In keeping with its policy objective to provide staff members with opportunities for personal development and establish a working environment that will encourage them to develop their abilities, 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

Bargaining unit employees holding staff appointments 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 Tuition Waived

Tuition 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 his/her present job or directly related to his/her potential career. Individual courses, even though unrelated, will qualify provided they are part of an eligible certificate, diploma or degree program.

LETTER OF INTENT: TUITION WAIVER FOR DEPENDANTS

September 15, 2015

Jim Brett
President, Local 58
IATSE
511 Adelaide Street West
Toronto, Ontario
M5V 1T4

Dear Mr. Brett,

The Employer agrees that dependants of employees in the bargaining unit shall be entitled to the benefits of the Tuition Waiver for Dependants Policy attached hereto. It is agreed that the Employer may amend the aforesaid Policy from time to time.

Yours truly,

Alex Brat
Director, Labour Relations

TUITION WAIVER FOR DEPENDANTS

INTRODUCTION

In order to assist staff members who have dependents or a spouse or partner who, wish to pursue University studies towards their first undergraduate degree or certificate, the Employer will extend to the dependants of such staff members a waiver of the academic tuition fee for specific University of Toronto programs. The terms and conditions of this staff benefit are described below.

TERMS OF REFERENCE

An eligible spouse or dependant must have met the admission requirements for the qualifying program and have followed the normal procedures regarding application for admission and registration before application is made for tuition waiver.

For the purposes of this policy:

- Dependant shall include the natural, legally adopted, step or foster child of the employee or spouse, who is not engaged in active employment and is dependent on the employee or spouse for financial support, and is under the age of twenty five (25).
- Spouse shall mean spouse as defined in the Ontario Human Rights Code as amended by the Spousal Relationship Statute Law Amendment Act, 2005;
- Academic tuition fee by definition excludes application, registration service, examination and other incidental fees.

ELIGIBILITY

This benefit is available to:

- Staff members of the University, full-time or part-time of twenty-five percent (25%) or more, or sessionals. In the case of part-time staff members, the benefit will be pro-rated in accordance with the part-time appointment.
- Dependant, spouse or partner proceeding towards a degree or first certificate in a qualifying programme (not special students). Qualifying programs are described under PROVISIONS (below)
- Staff members on approved leave of absence who have a commitment to return to their job, who are maintaining enrolment in all benefit programs.

PROVISIONS

Eligible dependants will have their academic tuition fee waived for each academic year of the programme until the degree or certificate is awarded.

The academic tuition fee waiver is applicable to programs, which lead to a first undergraduate degree or certificate, and which do not require prior undergraduate preparation since admission is normally gained directly from high school to the program of study. In cases where the program requires undergraduate preparation, only the undergraduate courses taken as part of the preparation are eligible.

For clarity, the fee waiver is applicable to the Transitional Year Programme and the Academic Bridging Programme.

Programmes in the following areas are also not eligible:

- Royal Conservatory of Music
- School of Continuing Studies
- Woodsworth College diplomas

Where a student receives a scholarship, which provides for the payment of fees, the terms of the scholarship will apply prior to any waiver of tuition under this policy.

Questions concerning this policy should be directed to the local Human Resources Department

The value of the tuition waiver under this provision is a taxable benefit to the employee.

LETTER OF INTENT: LIEU TIME/BANK

Jim Brett
President, Local 58
IATSE
511 Adelaide Street West
Toronto, Ontario
M5V 1T4

Dear Mr. Brett,

For the life of the collective agreement the University will continue with the current practice of utilizing a lieu bank for authorized hours worked in excess of forty (40) hours a week. For clarity, the current practice includes the following:

- a) the work week shall run from 12:00 am on Sunday to 11:59 pm the following Saturday;
- b) weekly hours worked in accordance with article 18:01 of the collective agreement will be credited to the lieu bank at straight time in excess of forty (40) hours and up to forty-four (44) hours;
- c) hours worked outside of the weekly pay schedule will be credited to the lieu bank in accordance with broken time rates outlined in article 19 of the collective agreement;
- d) weekly hours worked in excess of forty-four (44) hours will be credited to the lieu bank at one and a half (1.5) times unless another provision in Article 19 of the collective agreement provides a greater right;
- e) performance/rehearsal calls will be considered a part of an employee's weekly hours worked, with four (4) hours of work being attributed for a performance/rehearsal call in accordance with Article 19:07 of the collective agreement;
- f) hours worked on a performance/rehearsal call where the employee has already accumulated forty-four (44) work hours in a work week shall be credited to the lieu bank at one and a half (1.5) times unless another provision in Article 19 of the collective agreement provides a greater right;
- g) hours worked on a statutory holiday shall be credited to the lieu bank in accordance with Article 19:08 of the collective agreement;
- h) scheduled hours worked after 5:00pm shall be credited to the lieu bank at straight time unless an employee has already accumulated forty-four (44) work hours in a work week, in which case paragraphs (d) or (f) apply;
- i) non-scheduled hours worked after 5:00pm shall be credited to the lieu bank at one and a half (1.5) times unless another provision in Article 19 of the collective agreement otherwise provides a greater right;
- j) lieu time off in an employee's lieu bank will be taken at times mutually agreed to by the employee and immediate supervisor; and
- k) upon cessation of employment, any lieu time in an employee's lieu bank will be paid out on the employee's final pay cheque.

LETTER OF INTENT: SAFETY SHOE ALLOWANCE

Jim Brett
President, Local 58
IATSE
511 Adelaide Street West
Toronto, Ontario
M5V 1T4

Dear Mr. Brett,

Where the University requires safety shoes to be worn by the House Technician, the University will pay to the House Technician a safety shoe allowance of up to one hundred and seventy-five (175) dollars annually, upon production of original receipts.

Safety shoes or boots must be Canadian Standards Association approved, and be in serviceable condition as determined by the House Technician's supervisor.

Yours truly,

Alex Brat
Director, Labour Relations

INDEX

Accident Insurance, 8
 ARBITRATION, 4
 Authority to Deal with a Discharge or Disciplinary
 Grievance, 5
 BENEFITS, 8
 Board's Authority, 5
 Broken Time Rate, 6
 CHANGE OF contact information, 5
 CORRESPONDENCE, 9
 definitions, 12
 Dental Plan, 8
 DISCIPLINARY INTERVIEW, 2
 Educational Assistance, 14
 EMPLOYMENT EQUITY, 2
 General, 9
 GRIEVANCE PROCEDURE, 3
 Hart House theatre AND STUDENT productions, 7
 Health and Welfare, 9
 HIRING, 5
 Hours Free from Work between Shifts, 13
 HOURS OF WORK AND OVERTIME, 6
 House Technicians, 7
 JURY DUTY OR CROWN WITNESS SERVICE, 8
 MANAGEMENT FUNCTIONS, 1
 MODIFICATION OR TERMINATION, 9
 NO STRIKES OR LOCKOUTS, 2
 PAID HOLIDAYS, 7
 Performance or Rehearsal, 6
 Policy or Group Grievance, 4
 PROBATIONARY EMPLOYEES, 5
 RECOGNITION AND COVERAGE, 1
 Recording and Broadcasting, 6
 RELATIONSHIP, 1
 Retirement Savings Plan, 8
 SEXUAL HARASSMENT, 1
 SUSPENSION OR DISCHARGE, 3
 Suspension or Discharge Grievance, 4
 TERM OF EMPLOYMENT, 5
 TUITION Waiver for Dependants, 17
 UNION REPRESENTATION, 2
 UNION SECURITY, 2
 Vacation Pay, 8
 VACATIONS, 8
 WAGE RATES, 5
 Wages, 11
 WORK DONE BY SUPERVISORS, 8
 WORK PERFORMED OUTSIDE OF THE WEEKLY PAY
 SCHEDULE, 6
 Work Schedule for the Session, 6