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Tuesday, April 9, 2019 @ 5:15 PM

WITHDRAWN IF NOT ACCEPTED TODAY

MEMORANDUM OF AGREEMENT

B E T W E E N

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
(hereinafter referred to as "the University")

-and-


**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING
PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA,
LOCAL 58**
(hereinafter referred to as "the Union")


MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT


1. The members of the parties' respective negotiating committees hereby agree to unanimously recommend for ratification a renewal collective agreement on the terms and conditions set out herein.
2. The term of the renewal collective agreement shall be from September 1, 2018 to August 31, 2021.
3. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on August 31, 2018, provided, however, that the following amendments are incorporated:
 - a. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto.
 - b. The provisions of the renewal collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, except as specifically and expressly noted.
 - c. Effective September 1, 2018 the wage rates set out in 'Schedule I: Wages' shall be increased by 1.80%. Effective September 1, 2019 the wage rates set out in 'Schedule I: Wages' shall be increased by 2.00%. Effective September 1, 2020 the wage rates set out in 'Schedule I: Wages' shall be increased by 2.00%.
 - d. The 1.80% wage increase retroactive to September 1, 2018 shall be paid to the House Technician(s) only.

4. All attached items numbered 1 to 8 are incorporated.


FOR THE UNIVERSITY






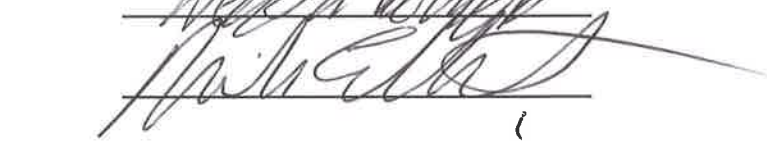


 Charles Tan



FOR THE UNION





DATED AT TORONTO THIS 9th DAY OF APRIL 2019



ARTICLE 28: MODIFICATION OR TERMINATION

28:01 This Agreement shall continue in force and effect until August 31, 2017 **2021**, 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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.



ARTICLE 4: SEXUAL VIOLENCE AND 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.~~

4:01 The University will provide an environment where employees are not subjected to sexual violence and sexual harassment. Employees will not engage in sexual violence and sexual harassment. In assessing whether sexual violence or sexual harassment may have occurred, the definitions and standards set out in the Ontario Human Rights Code, the Occupational Health and Safety Act and the University's Policy on Sexual Violence and Sexual Harassment, as they exist from time to time, although they do not form part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

For clarity, the University's current Policy on Sexual Violence and Sexual Harassment defines "sexual violence" as meaning: "any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes Sexual Assault, Sexual Harassment, stalking, indecent exposure, voyeurism, and sexual exploitation."

For clarity, the current Ontario Human Rights Code provides that "[e]very person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by his or her employer or agent of the employer or by another employee." For further clarity, the current Ontario Human Rights Code defines harassment as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". For further clarity,

the University's current Policy on Sexual Violence and Sexual Harassment defines "sexual harassment" as including: "any sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome. Sexual harassment also includes a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance, where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person."

4:02 Employees making a report under the University's Policy on Sexual Violence and Sexual Harassment shall have the right to be accompanied by a Union representative at any stage of the process.

4:03 The time limit for making a report under the University's Policy on Sexual Violence and Sexual Harassment or filing a grievance alleging sexual harassment under this Collective Agreement shall be no longer than twelve (12) months after the occurrence of the matter that is the subject of the report/grievance. The parties may agree to extend the time limit for filing a grievance in cases where unusual circumstances beyond the employee's control prevented the employee from grieving within the time limit.

A grievance alleging sexual violence or sexual harassment shall be filed at Step 3. The Executive Director of Labour Relations (or designate) will give a written decision to the Union within sixty (60) working days of receipt of the written grievance. If the grievance remains unresolved, the Union may refer the grievance to arbitration pursuant to Article 12 of this collective agreement.

4:04 No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.

4:05 An employee who makes a report of sexual violence or sexual harassment may request, through the Union, to discontinue contact with the respondent. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any penalty. The University and the Union agree to treat requests to discontinue contact as confidential to those directly involved.

4:06 Witnesses who give information and/or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.

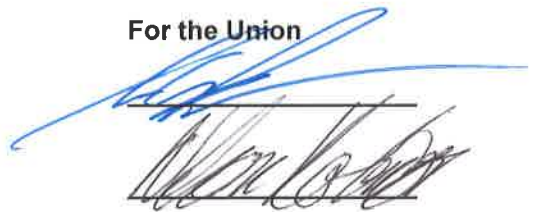
4:07 In the event the University decides to investigate a Report of sexual violence and/or sexual harassment under the Policy on Sexual Violence and Sexual Harassment, where both the Complainant and the Respondent are IATSE, Local 58 members, both the Complainant and the Respondent shall be entitled to raise an objection to the University's choice of investigator on the basis of procedural fairness with respect to the choice of investigator, within six (6) working days of being notified of the choice of investigator. The Complainant

or Respondent making such objection shall provide the reasons and grounds therefor. The University shall give due consideration to all such objections and respond in writing within four (4) working days of receiving the objection. In its response, the University shall either replace the investigator or provide the rationale for the University's decision not to replace the investigator. All objections and related correspondence and decisions will be retained for the record.

For the University

A handwritten signature in blue ink, appearing to be "M. G. ...", written over a horizontal line.

For the Union

A handwritten signature in blue ink, appearing to be "W. ...", written over a horizontal line.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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)~~ **ninety (90)** 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.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

Letter of Intent: Safety Shoes or Boots allowance

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

Dear Mr. Brett **Antheunis**,

Where the University requires safety shoes or boots to be worn by the House Technician, the University will ~~pay to~~ **reimburse** the House Technician **annually, beginning on September 1 for a safety shoes or boots as set out below** 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 (**including green triangle patch**), and be in serviceable condition as determined by the House Technician's supervisor.

Effective date of ratification of the 2018-2021 collective agreement up to one hundred eighty-five (185) dollars;

Effective September 1, 2019 up to one hundred ninety-five (195) dollars;

Effective September 1, 2020 up to two hundred (200) dollars.

Yours truly,

Alex Brat
Executive Director, Labour Relations

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.