

Collective Agreement

between

Brock University

and the

International Alliance of Theatrical Stage Employees, Moving Picture
Technicians, Artists and Allied Crafts of the United States, its
Territories and Canada, Local 461



June 6, 2011 to June 5, 2014

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ARTICLE 1 - DEFINITIONS

- 1.01 "Union" shall mean IATSE, Local 461
- 1.02 "Day(s)" shall mean working day(s) unless otherwise specified in particular articles of this Agreement. A day shall be defined as beginning at 00:01 hours and ending 24:00 hours.
- 1.03 "Employer" or "University" shall refer to Brock University.
- 1.04 "Employee(s)" shall mean the employees of Brock University for whom the Union is the Bargaining Agent as set out in Article 3.01.
- 1.05 "Special Operator" shall include, but not be limited to, Control Board Operators, Riggers, Flypersons, RF Technicians, and Camera Operators.

ARTICLE 2 - PURPOSE

- 2.01 The general purpose of this Agreement is to secure for the Employees, the Employer, and the Union, the full benefits of orderly collective bargaining (including but not limited to hours of work, rates of pay, and working conditions), to ensure efficiency and economy of operation, to provide machinery for the just settlement of grievances which may arise between the parties hereto, and to promote and strengthen goodwill between the Employees, the Employer, and the Union.
- 2.02 Wherever a feminine pronoun is used in the Agreement, it includes the masculine pronoun and vice versa where the context so requires.

ARTICLE 3 - RECOGNITION & SCOPE

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Stagehands employed by Brock University in the Niagara Region and the City of Hamilton in the Province of Ontario, save and except supervisors and those above the rank of supervisor and those already covered by a pre-existing collective agreement.

For the purpose of clarity, the parties agree that Stagehands include the positions of Technical Director, Theatre Technical Production Assistant, Theatre Technicians, Production Runner, and students hired as casual helpers commonly referred to as "Stagehands" and "Wardrobe Assistants". For further clarity, the parties agree that the position of Head of Wardrobe is included in this Union as defined in Article 1.01.

- 3.02 Supervisory personnel and employees not covered by the terms of this Agreement shall not work on any jobs which are normally done by employees covered by this Agreement except for the purposes of instruction, experimentation, and emergencies. Notwithstanding the foregoing, in the event of an emergency the employer will make all reasonable efforts to ensure that Bargaining Unit work shall be performed by members of the Bargaining Unit as defined in Article 3.01.
- 3.03 The Business Agent and the President of the Union or a designated Union representative shall be admitted at all times into the work areas covered by this Agreement. Upon entry at a work location, the Union representative shall advise the supervisor of her/his presence, describing the reasons for her/his visit. The Union representative shall also inform the supervisor of the work area being visited when leaving the work area. No visit from the Union representative shall interfere with effective operations of the work unit.
- 3.04 University employees who are members of the Union Negotiating Committee shall be compensated at their regular wage rate for time spent during normal working hours to participate

in negotiations, conciliation, or mediation. The Employer agrees to recognize two (2) elected members of the Bargaining Unit covered by this Agreement for the purposes of negotiation, and one (1) elected member for administration of this Agreement. The aforesaid member(s) shall not suffer any loss of pay or benefits if applicable during any and all negotiating meetings up to and including conciliation, but not beyond.

ARTICLE 4 - UNION SECURITY

- 4.01 All employees under this Agreement as a condition of employment shall be members of the Union and maintain such membership in good standing.
- 4.02 The Employer agrees to deduct from every employee, the equivalent of such regular monthly Union Dues and Initiation Fees as are levied upon all members of the Union in accordance with its Constitution and By-Laws, from the first pay of each present employee and each new employee following the completion of the first working day of active employment.
- Thirty (30) days written notice of any change in dues will be provided to the Employer by the Financial Secretary of the Union.
- 4.03 The list of employees and the amount of deductions shall be forwarded regularly each month by the Employer to the Local Financial Secretary of the Union.
- 4.04 The Union shall be allowed to carry out Union business on the University's premises at reasonable times and in reasonable locations including, without restricting the generality of the foregoing, membership meetings and executive meetings between representatives and members of the Bargaining Unit. The University shall permit the Union to book University rooms through Conference Services for business meetings of the Bargaining Unit on the same basis as other internal users. The Union will be responsible for set up costs associated with the room booking.
- 4.05 The Union shall have the use, free of charge, of the internal University postal services. External mailing costs of the Union shall be borne by the Union.
- 4.06 No Permanent Employee or Seasonal Ongoing Full-time Employee shall be laid off, or have their hours of work reduced or salary reduced, due to contracting out.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01 The Union acknowledges that it is the exclusive right and function of the Employer to:
- a. maintain order, discipline and efficiency;
 - b. hire, classify, direct, transfer, promote, lay-off;
 - c. discharge, demote and suspend or otherwise discipline employees for just cause;
 - d. Generally to manage the enterprise in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the work to be done, locations, methods, work schedules, equipment and tools to be used and maintenance of same, processes and control of materials to be incorporated in the work and the requirements, procedures, and standards for each work assignment.

- 5.02 a. The Employer also has the right to make and alter from time to time rules, regulations and policies to be observed by the employees, provided that no change shall be made by the Employer in such rules, regulations and policies without prior notice to, and discussion with, the Union.
- b. Copies of all rules and regulations adopted by the Employer which affect the employees in the Bargaining Unit are to be:
- i. Forwarded to the Union; and
 - ii. Posted on the University's website
- 5.03 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Employer has exercised these rights in a manner inconsistent with any of the provisions of this Agreement may be the subject of a grievance.

ARTICLE 6 - EMPLOYMENT

- 6.01 The University requires different employment relationships due to the varied nature of the work and the qualifications required to effectively manage its operations. The employment categories are:

Permanent Employment (PE) - an appointment where no ending or renewal date is stated at the time of appointment. A full-time employment is for the duration of twelve (12) months per year. Full-time continuing employment requires work for forty (40) hours per week.

Seasonal Ongoing Full-time Employment (SOFE) – means a nine (9) month full-time ongoing appointment. Seasonal Ongoing Full-time Employment requires work for forty (40) hours per week.

Casual Employment - an appointment made for a specified period of time on an as needed basis. Brock University Students are hired under this employment category to assist with the operations consistent with Article 6.03.

- 6.02 When the University's Stagehand requirement cannot be filled from its call list, the University agrees to employ Stagehand(s) from the IATSE, Local 461 seniority list.
- 6.03 Consistent with the goals of the University the contribution of student Stagehands shall continue and be encouraged on a casual employment basis.
- 6.04 Campus organizations and community groups which are largely or wholly amateur in their membership shall be encouraged to supply volunteers to work with members of the Union. The use of volunteers will be subject to considerations of technical competence and safety.
- 6.05 The Production Manager or designate in consultation with the Theatre Technician on call shall determine the suitability of students and volunteers to perform assigned work.

ARTICLE 7 – SENIORITY

- 7.01 Seniority for PE and SOFE shall be based on the employee's original date of hire. The full-time Seniority List shall be maintained by the Union.

- 7.02 A PE or SOFE shall lose all seniority and service and shall be deemed to have terminated if he:
- (a) resigns;
 - (b) is discharged and not reinstated through the grievance/arbitration procedure;
 - (c) is retired;
 - (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the University of such absence and providing to the Employer satisfactory reason;
 - (e) has been laid off for twenty-four (24) months;
 - (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the University through registered mail addressed to the last address on the records of the University, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;
 - (g) should there be a break in service for over six (6) months.
- 7.03 Brock University students are given priority in hiring based on a seniority list maintained by the University. Where a student employee is unavailable, the University will hire from the IATSE, Local 461.
- 7.04 An employee will be considered probationary until the employee has worked for a period of six (6) months in a full-time position covered under this Agreement (i.e. PE or SOFE). It is further understood that the University may extend the probationary period of a probationary employee for an additional three (3) months. The notification of such extension will be in writing, no later than five (5) working days prior to the end of the probationary period, to the employee with a copy to the President of the Bargaining Unit and will include the reasons for the extension.

ARTICLE 8 - PERSONNEL FILE

- 8.01 The only recognized personnel file of an employee shall be maintained in the Human Resources Department. The file shall be available and open to the employee for inspection in the presence of a Human Resources Officer by contacting the Human Resources Department and arranging an appointment during normal office hours.
- 8.02 An employee shall be entitled, upon request, to copies of any materials contained in the employee's personnel file.
- 8.03 In the event an employee is ill or otherwise unavailable to review their file they may authorize, in writing, access to their file by the IATSE, Local 461 Business Agent or designate, who shall be supplied, upon request, with copies of any materials contained in the file. The employee shall have the right to respond in writing to any documents contained therein, such a reply becoming a part of the permanent record.

ARTICLE 9 - STEWARDS

- 9.01 The Employer will recognize one (1) Steward, who shall be an employee of the University.
- 9.02 The Union shall notify the Employer in writing of the names of its Officers, and Steward. The Employer shall notify the Union in writing of the names of the Employer's officials who have functions under this Agreement and stating their functions.
- 9.03 Officers and Stewards of the Union have regular duties to perform on behalf of the Employer. No such employee will absent himself/herself from his/her regular duties unreasonably in order to deal with Grievances or other Union business; nor will he/she leave his/her regular duties prior to

receiving permission from his/her Supervisor. Such permission to leave will not be unreasonably withheld.

- 9.04 In accordance with this understanding, the Employer will compensate the Union President or his/her representative, or the Steward for this regularly scheduled work time spent in servicing Grievances and attending meetings between the Parties, up to and including Step 3 of the Grievance Procedure and in reviewing and amending this Agreement up to the time an application is made for Conciliation.
- 9.05 A representative of the Union shall be given a reasonable amount of time, not to exceed one (1) hour, during regular working hours, without loss of pay, to interview each new PE and/or SOFE during such employee's first month of employment.

ARTICLE 10 – GRIEVANCE, MEDIATION AND ARBITRATION PROCEDURE

- 10.01 It is the mutual desire of the Parties that a complaint of an employee shall be resolved as promptly as possible. It is understood that an employee has no grievance until he/she has first discussed his/her complaint with his/her immediate supervisor without satisfaction. The employee may, if he/she wishes, be accompanied by his/her Steward or in the Steward's absence, the Business Agent of the Union. Should any difference arise between the Employer and any employee from the interpretation, application, administration or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such difference without undue delay, in the following manner:
- 10.02 STEP 1-In the first instance, an employee shall take up any such Grievance in writing direct with his/her immediate Supervisor within ten (10) working days of the event upon which the Grievance is based. The immediate Supervisor shall, if requested by the employee, arrange for the presence of his/her Steward. The Supervisor will give his/her decision in writing within ten (10) working days. Individual Grievances shall be filed at Step 1. Where the individual Grievance is against the employee's immediate Supervisor the grievance shall be filed at Step 2.
- 10.03 STEP 2-If not then settled in Step 1, the Grievance may, within ten (10) working days, be submitted to the Director or Dean as appropriate, or his/her representative. The Business Agent accompanied, if he/she wishes, by the appropriate Steward shall be given an opportunity to discuss the Grievance with the Director or Dean as appropriate or his/her representative within ten (10) working days of submission of the Grievance. The Director or Dean as appropriate or his/her representative, shall give his/her decision in writing within ten (10) working days of the discussion. The Grievance shall specify the facts and the Article or Articles claimed to be violated or relied upon and decisions in Steps 2 and 3 shall specify the facts and reasons upon which the decision is based. A Grievance involving more than one (1) employee shall be filed at Step 2.
- 10.04 STEP 3-If not then settled, the Grievance may, within ten (10) working days, be submitted in writing by the Union to the Associate Vice-President, Human Resources or his/her representative, to be held within ten (10) working days of the submission. At Step 3, there may be present a representative of the Union if requested by either Party. The decision of the Employer or the Union in case of an Employer Grievance shall be given in writing within ten (10) working days after the meeting at which it was discussed. A Grievance arising from the discharge or suspension of an employee shall be originated at Step 3. A Grievance arising directly between the University and Union concerning the interpretation, application, or alleged violation of the Agreement shall be originated at Step 3.
- 10.05 The Parties agree to follow the Grievance Procedure in accordance with the steps, time limits, and conditions contained herein. If in any Step the Employer's representative fails to give his/her

written answer within the required time limit, the Union and the employee may appeal the Grievance to the next step at the expiration of such time limit.

10.06 In this Article, days shall exclude Saturdays, Sundays and Paid Holidays.

10.07 Grievance Mediation

- a. Prior to a Grievance being submitted to Arbitration, the Parties may, by mutual agreement, request the assistance of a Grievance Mediation Officer. If the Parties utilize this process, the time limits for a Grievance to proceed to Arbitration will be suspended until the day after the Grievance Mediation meeting. In the event the Grievance is not resolved in Mediation, the time limits will commence the day following said meeting.
- b. The cost of the Grievance Mediation Officer's services will be jointly shared by the Parties.

10.08 Arbitration

- a. If the Grievance is still not settled, the Union will notify the Employer, or in the case of an Employer Grievance, the Employer will notify the Union, within twenty (20) days of the reply in Step 3, or within a day of a failed Mediation, of their desire to proceed to Arbitration.
- b. Each of the Parties hereto shall jointly bear the expense of the Arbitrator.

10.09 At any stage of the Grievance Procedure, including Arbitration, the conferring Parties may have the assistance of the employee or employees concerned and any necessary witnesses.

ARTICLE 11 - DISCHARGE AND DISCIPLINE CASES

11.01 Disciplinary Hearings

- a. At any meeting which is convened by the Employer for purposes of discussing a discharge or discipline matter with an employee, such employee shall have the right to the presence of a Union representative. The employee may discuss the matter privately with a Union representative, at a place on the premises, before the meeting.
- b. It is recognized that it may be necessary to suspend or discharge an employee without a Union representative's presence. If such action is taken, a meeting will be convened within three (3) working days of the discharge or suspension in accordance with Article 11.01 (a).

11.02 Any disciplinary action shall be commensurate with the severity and frequency of the violation, and with any aggravating and/or mitigating circumstances, and, except in very serious instances, discipline shall be progressive.

11.03 In imposing discharge or suspension on a current charge, the Employer will not take into account any infractions for which any disciplinary or warning letters were issued earlier than two (2) years prior to the imposition of the discharge or suspension, unless there was a recurrence of a similar infraction or infractions during the two (2) year period preceding the imposition of the current discharge or suspension.

- 11.04 Discipline, if taken, will be in one of the following forms, listed in increasing order of severity:
- a. verbal warning
 - b. written warning
 - c. suspension from work
 - d. termination

In addition, the Employer may impose temporary restrictions on rights and privileges related to the offence, and to a degree commensurate with its severity.

- 11.05 A Grievance involving a disciplinary or warning letter shall be initiated at Step 1 of the Grievance process.
- 11.06 A Grievance involving suspension or dismissal shall be initiated at Step 3 of the Grievance procedure. Such Grievance may be settled by confirming the Employer's action or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring Parties or by an Arbitrator.
- 11.07 Prior to any discharge or disciplinary action being taken, the University will convene a meeting between the supervisor and the employee to discuss the matter. This meeting will be convened within fifteen (15) working days of the Employer having knowledge of the act in question.
- 11.08 The Employer will notify the Union and the employee in all discharge and discipline cases within fifteen (15) working days of the meeting outlined above in Article 11.07, giving the name of the employee concerned and the reason for the discharge or discipline. A copy of any discharge or discipline letter shall be forwarded to the Union at the same time as the letter is forwarded to the employee in question.

ARTICLE 12 - BULLETIN BOARDS

- 12.01 The Union will be accorded the privilege to have one bulletin board erected in a reasonably accessible place near the workplace of the employees of this bargaining unit. The Union shall use this bulletin board for the posting of notices of Union meetings and other activities of the Union. This bulletin board shall be at Thistle West between room 124 to room 141.

ARTICLE 13 – BENEFITS AND PENSION

- 13.01 The benefits provided to PE and SOFE who are members of the Bargaining Unit will be those that were in effect April 1st, 2011.

PENSION PLAN

- 13.02 For PE and SOFE, the recognized Pension Plan shall be the Brock University Pension Plan (BUPP).
- 13.03 The terms and conditions of the Brock University Pension Plan shall govern.
- 13.04 Should it become necessary to amend the BUPP, there shall be prior notice to and discussion with the Union.
- 13.05 There shall be no reduction of benefits as provided in the present Plan.
- 13.06 The Employer shall provide to the Union a copy of the annual report on the pension plan within ten (10) working days after it has been presented to the Board of Trustees.

13.07 The Employer shall, annually, contact all members of IATSE, Local 461 who are eligible to enrol in the pension plan to provide them with details of the plan and inform them that they are eligible to join. At the time of notifying members who are eligible to enrol in the pension plan, the Employer shall provide to the Union a list of the number of members in each department who are eligible to join the pension plan.

ARTICLE 14 - HOLIDAYS

14.01 PE or SOFE shall be entitled to a holiday with pay on each of the following days, provided such days fall within their term of active employment (i.e. active employment for 12 months for PEs and active employment for 9 months for SOFEs):

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

Or any holiday declared by the President of the University.

14.02 Employees called to work on a holiday as defined by 14.01 shall be paid at one and one half (1.5X) times the regular hourly rate for all work performed on that day, in addition to any holiday pay they may be eligible for.

14.03 If a paid holiday is observed during a PE or SOFE's vacation, such employee shall be given another day's vacation with pay or wages in lieu thereof.

14.04 If a paid holiday is observed on a PE or SOFE's regular day off, such employee shall have the right to elect another day off without pay, the date of such day must be acceptable to the Employer.

ARTICLE 15-RECALL AND LAYOFF

15.01 Layoff

- a. Both Parties recognize that job security should increase in proportion to length of service. Therefore in the event of a layoff, employees shall be laid off in reverse order of their seniority.
- b. A layoff shall be defined as a severance from active employment which may be temporary or permanent and which arises from a shortage of work and/or a reduction in a PE's and/or SOFE's hours of work for five (5) consecutive working days or longer.
- c. No qualified PE and/or SOFE will be laid off or receive any reduction in their hours of work while a casual employee is still employed.

15.02 Recall

- a. Any PE and/or SOFE with seniority rights to recall, on lay-off from the classification to be filled, shall be recalled before the vacancy is posted.
- b. Laid off employees will be recalled to a Bargaining Unit position in order of seniority with the most senior laid off person being recalled first, provided that they are qualified to do the work.

- c. Within a two (2) year period, a laid off PE and/or SOFE will have the right to refuse recall until a position of comparable hours and comparable wage rate to the position laid off from becomes available.
 - d. No new PE and/or SOFE may be hired until any employee on layoff who is available and qualified for the position that is available has been given the opportunity to return to work and has failed to do so.
 - e. Grievances concerning layoffs and recalls shall be initiated at Step 3 of the grievance procedure.
- 15.03 The Employer will supply in writing to the Union, advice of each PE and/or SOFE laid off from work, and recalled to work following a period of layoff of unspecified duration.
- 15.04 A PE and/or SOFE having seniority under this Agreement, who is transferred out of the Bargaining Unit shall, on transfer back to the Bargaining Unit, be entitled to claim his/her former position provided the transfer back is within two (2) years.

ARTICLE 16 - LEAVES

Personal Leave of Absence (PE and/or SOFE)

- 16.01 The Employer may grant a leave of absence without pay for good and sufficient reasons. Request for such leave of absence shall be in writing and shall be submitted to his/her supervisor in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the Employer as soon as possible. The supervisor will advise the employee as soon as possible, and not later than five (5) working days, giving his/her reply in writing. Unless otherwise mutually agreed such leave shall not exceed three (3) months and seniority shall accumulate during such leave.
- 16.02 Copy of leave of absence letters will be provided to Union.

Union Leave

- 16.03 Employees elected or appointed by the Union to attend conventions, schools and conferences of the Union, shall be granted a leave of absence without pay, provided the immediate supervisor and Human Resources is given at least ten days (10) days advance written notice of the leave. The Parties may mutually agree to exceptions to this notice period. The Employer shall continue to pay the employee's wages and benefits based on the employee's basic hourly rate during such leave. The Union shall reimburse the Employer for such costs. Except by mutual agreement between the parties, only one (1) employee can be on a Union Leave at any time.
- 16.04 A representative of the Union who is an employee of Brock shall be allowed up to four (4) hours with pay for time lost to attend the funeral of an employee covered by this Agreement or the funeral of such employee's spouse or child.
- 16.05 Any employee who is elected or selected for a full-time position with the Union, the Canadian Labour Congress, the Ontario Federation of Labour, The National or International office of the IATSE, or who is elected to public office shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of up to one (1) year. Such leave shall be renewed each year upon request during the term of office. If the employee returns to the Bargaining Unit within one (1) year he/she shall be entitled to claim his/her former position. If the

employee returns to the Bargaining Unit after one (1) year, the employee is entitled to apply his/her seniority for any position for which he/she is qualified or for which he/she becomes qualified within a period of six (6) months.

- 16.06 The Employer shall continue to pay the PE and/or SOFE her regular basic hourly wage and benefits when a PE and/or SOFE is on leave of absence for Union business and shall bill the Union for the cost of same. The Union shall reimburse the Employer for such costs.

Pregnancy/Parental/Adoption Leave

- 16.07 Shall be as defined in the Employment Standards Act (ESA) of Ontario.

Miscellaneous Leave

- 16.08 At the discretion of the Employer, an employee may be paid up to a maximum of eight (8) hours pay at the employee's basic hourly rate in the event of an absence of an emergency nature.

Bereavement Leave (PE and/or SOFE)

- 16.09 PE and SOFE shall be entitled to a leave of absence with pay in the event of the death of a member of his/her family, as follows:
- a. Five (5) consecutive working days of paid leave at his/her regular rate of pay in the event of a death of a spouse, common law spouse, same-sex partner and/or a child.
 - b. Three (3) consecutive working days of paid leave at his/her regular rate of pay in the event of a death of an immediate family member not included in 16.09 (a) above. Immediate family member is defined as one of the following: spouse's child; grandchild; foster child who is currently in the member's custody; brother; sister; father; mother.
 - c. An extension to the Bereavement Leave as outlined above may be granted on compassionate grounds. Such extension shall be without pay, however the employee may arrange to use vacation or lieu time, or arrange with their supervisor to make up any time lost as a result of the extension.
 - d. In the event that a member wishes to attend the funeral of a relative or friend not covered by Article 16.09 (a) or (b), the member may do so by arranging to use vacation or lieu time, or by arranging with their supervisor to make up any lost time or a leave without pay.

Jury & Witness Duty (PE and/or SOFE)

- 16.10 An employee called for Jury Duty or an employee who is subpoenaed by the Court to serve as a witness shall absent himself/herself from work only to such reasonable extent as will allow him/her to carry out his/her duties. Such an employee shall pay to the University the amount of the jury or witness fees, excluding meal and mileage allowance, and shall be paid for his/her standard scheduled hours for such absence at his/her basic hourly rate of pay. It is understood that this clause shall not apply in circumstances where the University is directly involved unless the employee is called to give evidence on the University's behalf.

ARTICLE 17 - EXCUSED ABSENCE FROM WORK (PE and/or SOFE)

- 17.01 Time off with pay may be authorized by the Employer for the purpose of attending doctor appointments and dentist appointments and time must be made up after the appointment by any of the following methods, as the employee chooses:
- a. using part of vacation entitlement still due;
 - b. using overtime hours worked but not taken (lieu time);
 - c. arranging to work extra time outside of scheduled working hours equal to the hours granted at a time(s) mutually agreeable to the Employer and the employee. It is understood that this time must not be made up by shortening or eliminating regular rest and lunch breaks. It is further understood that if mutual agreement cannot be reached, the employee must make up the time owed through the use of vacation (17.01 (a)) or lieu time (17.01 (b)).
 - d. time off without pay; however, if mutual agreement cannot be reached, the employee must make up the time owed through the use of vacation (17.01 (a)), lieu time (17.01 (b)) or arranging to work extra time outside of scheduled working hours (17.01 (c)). In order to be considered for this paid leave the employee must make every reasonable effort to schedule medical and dental appointments at times other than working hours. When it is not possible to make health care appointments outside working hours, employees will arrange their appointments as close as possible to the beginning or end of their regular shift.
- 17.02 Time off with pay, not exceeding three (3) days, may be authorized by the Employer for the purpose of arranging care for a family member who is ill and must be made up after the time off by any of the following methods, as the employee chooses:
- a. using part of vacation entitlement still due;
 - b. using overtime hours worked but not taken (lieu time);
 - c. arranging to work extra time outside of scheduled working hours equal to the hours granted at a time(s) mutually agreeable to the Employer and the employee. It is understood that this time must not be made up by shortening or eliminating regular rest and lunch breaks. It is further understood that if mutual agreement cannot be reached, the employee must make up the time owed through the use of vacation (17.02 (a)) or lieu time (17.02 (b)).
- 17.03 The Parties understand that Sick Leave must only be used when a member is unable to attend work due to that member's own illness or injury (Article 22).

ARTICLE 18 - CLASSIFICATIONS AND WAGES

18.01 Wages shall be payable under this Agreement as outlined in Schedule A – Wages.

ARTICLE 19 - HOURS OF WORK AND OVERTIME

19.01 The standard hours of work shall be:

- a. forty (40) hours per week;
- b. eight (8) hours per day for Casual employees only;

- c. The normal work week starts Monday 12:01am to Sunday 24:00 hours. Within each seven (7) day work week schedule, there shall be one (1) scheduled day off for each PE or SOFE. If requested to work on a scheduled day off, a PE or SOFE shall have the right to refuse the shift. If a PE or SOFE works on a scheduled day off, he shall receive time and one-half (1.5) for hours worked on that day only.

19.02 Any employee called to work shall be paid for a minimum of a four (4) hour shift.

19.03 An employee who reports for scheduled work and who is sent home either because work is not available or because of inclement weather shall receive the greater of four (4) hours pay at the employee's basic hourly rate, or pay for time worked.

OVERTIME

19.04 An employee who is required and authorized by the Employer to work in excess of the standard weekly hours of work, shall be paid at the rate of:

- a) time and one-half (1.5X) for hours worked in excess of forty (40) hours in a week;
- b) double time (2X) the prevailing rate for hours worked in excess of sixty (60) hours in a week;
- c) time and one-half (1.5X) for hours worked in excess of eight (8) hours per day for Casual employees only.

19.05 There shall be no pyramiding of overtime under this Agreement.

19.06 Opportunities for overtime shall be divided equally as practicable among PE and SOFE qualified to perform the work that is required by the Employer.

19.07 The Employer will provide PE and SOFE with as much advance notice as reasonably possible for any change of schedule.

19.08 Payment Options for Overtime Worked

- a. PE and/or SOFE will have all overtime accrued as lieu time rather than pay. If the Employer elects, or in cases where it is not possible for the employee to use up accumulated lieu time, all remaining overtime will be paid. In any event, any un-used lieu time shall be paid out as of September 1st of each year.
- b. with regard to lieu time, scheduled time off must be agreed to by the Employer.
- c. Casual employees shall be paid overtime in accordance with overtime provisions of this Agreement.

ARTICLE 20 - BREAKS

20.01 A break of one (1) hour without pay shall be given after four (4) hours of work in an eight (8) hour shift. In the event that an employee is required to remain at the workplace during the unpaid meal break, that period will be considered as part of the hours of work daily for Casual employees, and weekly for PE and SOFE. If the shift is not eight (8) hours, an employee shall be provided with an unpaid half-hour (0.5) break for every five (5) hours of work. Any meal break worked at the request of the University will be counted as part of the weekly hours of work.

20.02 A paid fifteen (15) minute break will be given within every four (4) hours of work, at any time within these four hours, at the discretion of the supervisor. It is agreed that this break may not be possible during performance calls.

20.03 The minimum hours for overnight rest shall not fall below eight (8) hours. If the University requires an employee to attend work without providing eight (8) hours rest, the employee shall receive double-time (2X) for the hours worked before the start of the next scheduled shift.

ARTICLE 21 - VACATION

21.01 This provision is exclusive to PE and SOFE.

Vacation Entitlement: Bands I and J

Years of Service	Vacation Time Off
In the 1 st partial calendar year of service	1.25 working days/full month
In the 1 st and 2 nd full calendar years of service	15 working days/year
In the 3 rd through 15 th full calendar years of service	20 working days/year
In the 16 th full calendar year of service	21 working days/year
In the 17 th full calendar year of service	22 working days/year
In the 18 th full calendar year of service	23 working days/year
In the 19 th full calendar year of service	24 working days/year
In the 20 th through 29 th full calendar years of service	25 working days/year
In the 30 th and subsequent full calendar years of service	30 working days/year

Vacation Entitlement: Band H

Years of Service	Vacation Time Off
In the 1 st partial calendar year of service	.83 working days/full month
In the 1 st and 2 nd full calendar years of service	10 working days/year
In the 3 rd through 9 th full calendar years of service	15 working days/year
In the 10 th through 19 th full calendar years of service	20 working days/year
In the 20 th through 29 th full calendar years of service	25 working days/year
In the 30 th and subsequent full calendar years of service	30 working days/year

21.02 Vacation times shall be set by the Employer who shall take into consideration the wishes of the employees on the basis of seniority.

21.03 The vacation pay to which a deceased employee was entitled at the time of death shall be paid to his/her legal representative.

21.04 Vacation time may not be carried over to the next calendar year without the written approval from the University.

ARTICLE 22 - SICK LEAVE PLAN - PE and/or SOFE

- 22.01 It is the responsibility of each employee to be punctual and regular in his/her attendance at work.
- 22.02 It is understood that not all illnesses and injuries require an employee to be absent from work. However, if an employee is unable to attend work as a result of their illness or injury, they shall be entitled to regular earnings and benefits for up to 105 days per illness/injury.
- 22.03 If an employee is absent from work due to illness or injury, he/she must communicate and cooperate with the Employer regarding the illness or injury.
- 22.04 The Parties are committed to participate and cooperate in a respectful, timely and safe return to work process.
- 22.05 Employees who are unable to attend work because of illness or injury shall inform their supervisor (or designate) as soon as possible, and normally before the start of the employee's scheduled shift, so adequate arrangements can be made to fulfill the employee's duties. Normally, employees will inform their supervisor (or designate) personally regarding an absence due to illness or injury, rather than someone calling or acting on behalf of the employee.
- 22.06 The University may, with reasonable notice, request the employee provide an acceptable medical certificate stating to the extent possible the impact on the individual's ability to perform his/her duties and prognosis with respect to the employee's ability to return to work. If there is a charge for obtaining the medical certificate, the University shall reimburse the employee for such cost.
- 22.07 The Employer may require an employee to be examined by an Employer appointed medical practitioner regarding an illness or injury. The Employer shall reimburse the employee for any charges not covered by OHIP for this examination.
- 22.08 In the event the employee remains unable to perform his/her duties as a result of illness or injury after 105 days, he/she is eligible to apply for benefits in accordance with the provision of the Long Term Disability Income Plan.

ARTICLE 23 – EDUCATION AND TRAINING

- 23.01 The Parties to this Agreement recognize that professional training and development is an important internal and external organizational function of the parties. The purpose of training shall be to enable Employees to optimize their current job performance, efficiency, health and safety, and the safety and health of those working with them; and to further assist in the advancement of career potential.

ARTICLE 24 - NO STRIKES OR LOCKOUTS

- 24.01 The Union undertakes that there will be no strikes and the Employer undertakes that there will be no lockouts so long as this Agreement continues to operate. The meaning of the words "strike" and "lockout" will be as defined in the Ontario Labour Relations Act.
- 24.02 Members have the right to decline to perform the duties of other University employees during any legal strike by, or lockout of, those employees.
- 24.03 In the event that another employee group at the University establishes picket lines on campus, IATSE, Local 461 employees shall not be required to cross said line if they reasonably perceive it to be hostile. Time missed as a result of employees failing to report to work under such circumstances shall be unpaid.

ARTICLE 25 – BLACK CLOTHES, BOOTS & TOOLS

- 25.01 Every year, the University provides each PE and SOFE with a black shirt. Black pants are expected to be provided by PE's and SOFE's. Such black clothing shall be worn during all show performance calls. These black clothes must be clean and presentable at all times. The upkeep and cleaning of the black clothes are the responsibility of the employee.
- 25.02 The University will provide two hundred (\$200) dollars every two (2) years to each PE and SOFE to put towards the purchase of safety footwear, upon submission of receipts.
- 25.03 The University will provide all the required tools for performance of duties for all PE's and SOFE's. PE's and SOFE's are responsible for the safe keeping and appropriate use of all tools that come to their possession during their work hours.
- 25.04 Casual Employees shall be responsible for supplying high quality minimum tools as required in Schedule B - Minimum Tool Requirements, at their own expense, and shall report for work equipped with such tools at all times. The Union shall inform all employees of the minimum tool requirement.

ARTICLE 26 – YELLOW CARD SHOWS

- 26.01 The University agrees to honour the minimum crew specified by the Yellow Card where such is applicable and further agrees not to reduce the number of Employees working the performances of a Yellow Card production unless the show has been modified.

ARTICLE 27 - CORRESPONDANCE

- 27.01 Except where otherwise provided, official communications in the form of correspondence between the Union and the Employer shall be sent as follows:

To the Employer:
Human Resources and Environmental Health & Safety
Suite 1240, Schmon Tower
Brock University
500 Glenridge Ave.
St. Catharines, Ontario L2S 3A1

To the Union:
The Executive Board
IATSE, Local 461
PO Box 1594
Niagara-on-the-Lake, ON L0S 1J0

ARTICLE 28 – DURATION (3 year Collective Agreement)

- 28.01 This Agreement shall become effective on June 6, 2011 and such Agreement shall remain in effect until June 5, 2014, and from year to year thereafter unless notice by registered mail is given by either party to the other party for amendment not less than sixty (60) days nor more than ninety (90) days prior to the expiration of this Agreement or any anniversary of such date.

28.02 IN WITNESS whereof, the Parties have caused this Agreement to be executed in the City of St.Catharines, in the Province of Ontario, by their duly authorized officers and representatives this 31st day of May, 2012.

BROCK UNIVERSITY

IATSE, Local 461







Debbie Slade





SCHEDULE A – WAGES

Permanent Positions

Band H – Theatre Technicians

Band I – Head of Wardrobe

Band J – Technical Director

Seasonal Ongoing Permanent Position

Theatre Technical Production Assistant

Current salary scales remain, with the following ATB scale increases applied in each band as indicated:

Effective July 1, 2011: 2.0%

Effective July 1, 2012: 1.5%

Effective July 1, 2013: 1.5%

Casual Positions

Production Runner, Stagehand, and Wardrobe Assistant

Current hourly wages remain, with the following increases applied to each hourly wage as indicated:

Effective July 1, 2011: 2.0%

Effective July 1, 2012: 1.5%

Effective July 1, 2013: 1.5%

SCHEDULE B – MINIMUM TOOL REQUIREMENT

- Steel-Toed Shoes or Boots
- Work Gloves
- Crescent Wrench