

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, 2020 to June 5, 2023

16.10 An employee called for Jury Duty or an employee who is subpoenaed by the Court to serve as a witness shall absent themselves from work only to such reasonable extent as will allow them to carry out their 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 their standard scheduled hours for such absence at their 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 (Article 17.01 (a)) or lieu time (Article 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 (Article 17.01 (a)), lieu time (Article 17.01 (b)) or arranging to work extra time outside of scheduled working hours (Article 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 (Article 17.02 (a)) or lieu time (Article 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.

19.04 Any SOFE that is offered and accepts additional hours in their classification during their off contract/ off-season period shall be compensated at an hourly rate that corresponds to their calculated hourly contracted wage rate.

OVERTIME

19.05 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.

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

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

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

19.09 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 on the first September pay of each year in accordance with normal payroll schedules and in the case of PE, or at the end of the seasonal appointment in the case of SOFE.
- 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 nine (9) hours. If the University requires an employee to attend work without providing nine (9) 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: Technical Director & Head of Wardrobe

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: Theatre Technicians & Head of Stage Construction

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 their 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 their 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 calendar days per illness/injury.
- 22.03 If an employee is absent from work due to illness or injury, they 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 For all sick absences greater than four(4) working days, or in situations where the University requests documentation and provides reasonable notice, the employee shall provide an acceptable medical certificate stating to the extent possible the impact on the individual's ability to perform their 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 their duties as a result of illness or injury after 105 calendar days, they are eligible to apply for benefits in accordance with the provision of the Long Term Disability 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 three hundred (\$300) dollars every two (2) years to each PE and SOFE to put towards the purchase of safety footwear and prescription safety glasses, 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 - CORRESPONDENCE

- 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
Suite 1240, Schmon Tower
Brock University
1812 Sir Isaac Brock Way
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, 2020 and such Agreement shall remain in effect until June 5, 2023, 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 7th day of October, 2020.


Brock University




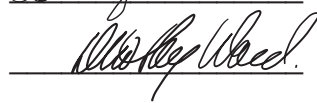




IATSE, Local 461







SCHEDULE A – WAGES

Permanent Positions

Band J – Head of Wardrobe
 Band J – Head of Stage Construction
 Band K – Technical Director

Seasonal Ongoing Permanent Position

Band J – Theatre Technician

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

Effective July 1, 2020: 1.0%
 Effective July 1, 2021: 1.0%
 Effective July 1, 2022: 1.0%

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, 2020: 1.0%
 Effective July 1, 2021: 1.0%
 Effective July 1, 2022: 1.0%

	Effective Dates		
	01-Jul-20	01-Jul-21	01-Jul-22
IATSE - PT - Production Runner	\$17.44	\$17.62	\$17.79
IATSE - PT - Stagehand (Level 1)	\$17.44	\$17.62	\$17.79
IATSE - PT - Stagehand (Level 2)	\$24.27	\$24.51	\$24.76
IATSE - PT - Wardrobe Ass't (Level 1)	\$17.44	\$17.62	\$17.79
IATSE - PT - Wardrobe Ass't (Level 2)	\$24.27	\$24.51	\$24.76

SCHEDULE B – MINIMUM TOOL REQUIREMENT

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

A copy of the current benefit booklet can be located on

<https://brocku.sharepoint.com/human-resources>