

November 6, 2024

WITHOUT PREJUDICE

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

BETWEEN

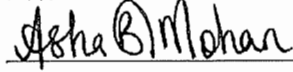
The Board of Regents of Victoria University
(herein referred to as "the University")

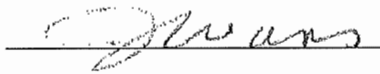
And

The International Alliance of Theatrical Stage Employees Local 58
(herein referred to as "the Union")

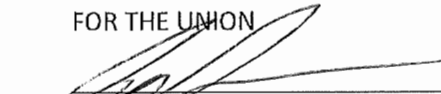
1. The members of the parties respective negotiating committees hereby agree to unanimously recommend to their principals for ratification a renewal collective agreement on the terms and conditions set out herein.
2. The parties agree that the term of the collective agreement shall be from January 1, 2021 to December 31, 2026.
3. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto.
4. 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 stated regarding wages.
5. All attached items numbered 1 to ~~14~~ are incorporated.


FOR THE UNIVERSITY





FOR THE UNION





DATE: Nov 6 / 24

DATED AT TORONTO THIS 6th DAY OF NOVEMBER 2024

VICTORIA UNIVERISTY

WITHOUT PREJUDICE

October 28, 2024

Victoria University Monetary Proposal – Confidential

1) Across the Board (ATB) increases and adjustments Schedule I Wages

January 1, 2021 1.0% ATB increase to be applied to December 31, 2020 base salary

January 1, 2022 1.0% ATB increase to be applied to December 31, 2021 base salary

January 1, 2023 1.0% ATB increase to be applied to December 31, 2022 base salary

January 1, 2024 9.0% ATB increase to be applied to December 31, 2023 base salary

January 1, 2025 2.0% ATB increase to be applied to December 31, 2024 base salary

January 1, 2026 1.8% ATB increase to be applied to December 31, 2025 base salary

2) The January 1, 2021, January 1, 2022, January 1, 2023, and January 1, 2024 ATB increases will be applied retroactively only for the Head Technician and House Technician (Special Operator) actively employed in the bargaining unit on the date of ratification.

3) Add Educational Assistance reimbursement for actively employed House Technician under Revised Letter of Intent – Educational Assistance

4) Add biennial (once every two years) reimbursement amount for safety shoes under New Letter of Intent – Safety Shoes

FOR THE UNIVERSITY

FOR THE UNION

Asha Brittan
Swan

[Signature]

DATE: Nov 6 / 24

Victoria University

WITHOUT PREJUDICE

October 28, 2024

The parties agree to amend:

ARTICLE 1: RECOGNITION AND COVERAGE

1.01 The Employer recognizes the Union as the exclusive collective bargaining agent for all stage employees of the Board of Regent of Victoria University at the Isabel Bader Theatre (the Theatre), 93 Charles Street West, Toronto regularly employed for not more than twenty-four (24) hours per week, save and except any person exercising administrative and/or managerial functions in the Theatre including the Theatre and Events Co-ordinator and any position above the rank of Theatre and Events Coordinator.

FOR THE UNIVERSITY

FOR THE UNION

Asha Ambhan
Juan

[Signature]
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DATE: Nov 6 / 24

Victoria University

WITHOUT PREJUDICE

October 28, 2024

The parties agree to add:

ARTICLE 1: RECOGNITION AND COVERAGE

1.02 (NEW) The general purpose of this Agreement is to secure the benefits of collective bargaining, to establish the method of settling any difference which may arise between the Parties, and set for the terms and conditions of employment applicable to employees in the bargaining unit and matters to be observed by the University and the Union.

FOR THE UNIVERSITY

FOR THE UNION

Asha B Mohan
Jwan

[Signature]
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DATE: Nov 6/24

Victoria University

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October 28, 2024

The parties agree to amend:

ARTICLE 5: EMPLOYMENT

5.01 When the University requires a new Head Technician the University will put a call into the Union. The union will provide candidates, and the University shall have the right to interview, select and hire the Head Technician. When the Head Technician is required, the University will contact her/him directly and they will have right of first refusal.

FOR THE UNIVERSITY

FOR THE UNION

Asha B Mohan
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DATE: Nov 4/24

Victoria University

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October 28, 2024

The parties agree to amend:

ARTICLE 5: EMPLOYMENT

5.05: The University may determine the need for Special Operators and will pay the Special Operator rate. Special Operators shall be stage employees who are required to operate equipment or devices that are determined by the University as requiring special skills. The Special Operator may be designated by the University from the current stage crew as House Technician or hired via call-in from IATSE Local 58.

FOR THE UNIVERSITY

FOR THE UNION

Asha B. Mohan
J. Swans

[Signature]
[Signature]

DATE: Nov 6 / 24

Victoria University

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October 28, 2024

The parties agree to amend:

ARTICLE 5: EMPLOYMENT

ARTICLE 5.07 When requested by the University, the Union will supply the same stage crew for all calls on any given day. The Union further agrees that when requested by the University it will use its best efforts to supply the same stage crew for all set-up calls for any single production, and that substitutes by the Union for any calls shall be made in case of illness, injury or bereavement, or by the mutual consent of the parties. These individuals must adhere to all relevant university policies, health and safety standards and operational procedures.

FOR THE UNIVERSITY

FOR THE UNION

Alpha B Mohan
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[Signature]
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DATE: Nov 6/24

Victoria University

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October 28, 2024

The parties agree to amend:

ARTICLE 6: EQUAL OPPORTUNITIES IN EMPLOYMENT

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

FOR THE UNIVERSITY

FOR THE UNION

Asha B Mohan
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[Signature]

DATE: Nov 6/24

Victoria University

WITHOUT PREJUDICE

October 28, 2024

The parties agree to amend:

ARTICLE 11: DISCHARGE AND DISCIPLINE

11.01 ~~A student shall be considered probationary until they has completed 60 shifts. The Head Technician~~ Employees in the bargaining unit will have completed his/her their probationary period after the earlier of 60 shifts or one (1) year. (A shift is defined as the period of time from the beginning to the end of a call to do stage work within a day long period. One four hour call may be a shift. A call comprising a load in, performance, and load out may be a shift. It is understood a load out may go into the next day but would still be considered part of that one shift).

FOR THE UNIVERSITY

FOR THE UNION

Alpha B. Mohan
[Signature]

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DATE: Nov 6/24

Victoria University

WITHOUT PREJUDICE

October 31, 2024

The parties agree to amend:

ARTICLE 13: HOURS OF WORK

13.02 Employees shall not work more than five (5) consecutive hours without an unpaid meal break of one (1) hour. In the event that this break is not possible, the University will pay the employees at the prevailing rate for the hour while providing food and beverage for the employees. The employees will receive a reasonable break time to eat the provided meal. If neither of the above options are possible at the five (5) hour mark, a meal penalty shall be paid at one (1) additional hour at the then prevailing rate. This meal penalty shall continue to be paid each hour until an un-paid meal break or a meal is provided.

13.03 (New and renumber subsequent clauses) Unpaid meal breaks shall only occur after three (3) hours of work. If a meal break is required to take place prior to the three (3) hour mark, the University will pay the employees at the prevailing rate for the hour while providing food and beverage for the employees. The employees will receive a reasonable break time to eat the provided meal.

FOR THE UNIVERSITY

Asha B. Mohan
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FOR THE UNION

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[Signature]

DATE: Nov 6 / 24

Victoria University

WITHOUT PREJUDICE

October 28, 2024

The parties agree to amend:

ARTICLE 16: RECORDING AND BROADCAST

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

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

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

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

16.02 (New) For the recording a motion picture utilizing IATSE shooting crew, the minimum IATSE Local 58 crew requirements include the two Technicians, all stage employees to perform work normally within the jurisdiction of IATSE 58 and all dailies/ stagehands, including cable pullers. All hours shall be paid the recording premium contemplated in Article 16.01.

16.03 (New) Should a group have hired an already existing film television or production company to record the performance or event, the union shall provide a minimum of two (2) utility/stagehands to work with the camera crew, unless the company is only providing one person, and the recording equipment is self-contained (i.e. camera with a microphone attachment or a camera with a board feed) in which case the minimum number shall be one (1) utility/stagehand.

FOR THE UNIVERSITY

Asha B Mohan
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DATE: Nov 6 / 24

FOR THE UNION

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Victoria University

WITHOUT PREJUDICE

October 28, 2024

The parties agree to ADD, AMEND OR DELETE as specified below the following Letters of Intent for the term of the renewal collective agreement:

- Letter of Intent: Head Technician Monica Sass - DELETE
- Letter of Intent: House Technician Michael Andrade - DELETE
- Letter of Intent: Educational Assistance - AMEND
- Letter of intent: Safety Shoes - ADD

FOR THE UNIVERSITY

FOR THE UNION

Asha B Mohan
[Signature]

[Signature]
[Signature]

DATE: Nov 16/24

AMEND LETTER OF INTENT: EDUCATIONAL ASSISTANCE

WITHOUT PREJUDICE

October 28, 2024

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

Dear Mr. Antheunis,

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

Yours truly,

A handwritten signature in cursive script, appearing to read "Joanne Evans".

Joanne Evans

Director, Human Resources

ADD LETTER OF INTENT: SAFETY SHOES

WITHOUT PREJUDICE

October 28, 2024

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

Dear Mr. Antheunis,

Where the University requires safety shoes or boots to be worn by the Head Technician and/or the House Technician, the University shall reimburse the Technicians every two years beginning January 1, 2025 for safety shoes or boots as set out below, 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 Technician's supervisor.

Effective January 1, 2025 up to two hundred (\$200) dollars.

Effective January 1, 2026 up to two hundred fifty (\$250) dollars.

Yours truly,



Joanne Evans

Director, Human Resources