COLLECTIVE AGREEMENT

between

WILFRID LAURIER UNIVERSITY

and

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, LOCAL 357

JULY 1, 2011 - JUNE 30, 2014

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ARTICLE 1 - PURPOSE

1.01 It is the general purpose of this Agreement to set forth the conditions of employment, the rates of pay, and hours of work to which both parties have agreed and to provide a procedure for the prompt and fair settlement of any dispute which may arise from the application or interpretation of this Agreement.

ARTICLE 2 - DEFINITIONS

Agreement the Collective Agreement between Wilfrid Laurier 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 357.

Continuing Appointment an appointment where no ending or renewal date is stated at the time of appointment.

Dean the senior administrative head of an academic faculty or a person designated to act in this capacity.

Department Head the senior administrative head of a non-academic department or a person designated to act in this capacity.

Employee means those employees of Wilfrid Laurier University who are included within the scope of Article 4 of this Collective Agreement.

Full-time defines those Employees who are normally scheduled to work 1250 hours or more per year.

Immediate Supervisor the individual to whom employees covered by this Collective Agreement report and who exercises management rights regarding the work performed.

Limited-term Appointment an appointment where an ending or renewal date is stated at the time of appointment and where there is no employment commitment beyond the term of the appointment. Such appointments shall be for three (3) consecutive months or more but not to exceed three (3) consecutive years.

Part-time defines those Employees who are normally scheduled to work fewer than 1250 hours per year.

Student refers to an individual enrolled in an academic program at Wilfrid Laurier University or who has completed their studies within the

	previous academic term. At the discretion of the House Crew, with the consent of the Performance Facilities Manager and Business Agent, this definition may be broadened to include, but not limited to, high school students enrolled in a co-op placement**.**
Temporary Appointment	an appointment for a specified period of time that is less than three (3) consecutive months in duration.
Year	refers to the University's fiscal period, May 1 to April 30th, unless otherwise stipulated in this Agreement**.**
Day	means a working day unless otherwise stipulated in this Agreement**.**
Aird Centre	the premises known variously as the John Aird Centre, the Theatre Auditorium, the Maureen Forrester Recital Hall and their associated facilities.
IATSE	refers to the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, Local 357.
Business Agent	means the Business Agent for IATSE.
Performance Facilities Manager/ Technical Director	In this agreement any reference to the Performance Facilities Manager/Technical Director shall be deemed to include the term “or designate”.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that all managerial rights previously exercised by the University shall be reserved to it, except to the extent that these rights are limited by this Agreement.

3.02 Without limiting the generality of the foregoing, the Union recognizes and agrees that the University has the exclusive right and responsibility to manage its business, to maintain order and efficiency, including the right to plan, direct and control the workforce, to expand or reduce the size of the workforce, and to cease any operation, function or service.

3.03 The University has the right to establish and enforce reasonable rules and regulations and to discipline, suspend or discharge employees for just cause, subject to the Grievance Procedure outlined in Article 24.

3.04 In the event it is alleged that the University has exercised any of the foregoing rights contrary to the provisions of this Agreement, the matter may be made the subject of a grievance.

ARTICLE 4 - RECOGNITION

4.01 The University recognizes the Union as the bargaining agent of all stage employees of Wilfrid Laurier University in the Regional Municipality of Waterloo, save and except managers, and persons above the rank of manager.

4.02 Local 357, IATSE is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada. Nothing in this Agreement shall ever be misconstrued so as to interfere with any obligation the Union owes to said International Alliance by reason of prior obligation.

The foregoing shall in no event be construed or applied so as to contravene any applicable Federal, Provincial or Municipal Law.

4.03 The Union may from time to time request representation or be asked to provide representation on University committees whose actions may affect Union members, e.g. Health and Safety Committee. Representation on such committees shall not be unreasonably denied or withheld.

4.04 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.

ARTICLE 5 - UNION DUES

5.01 The University shall deduct Union dues, as established by the Union, from the pay of bargaining unit employees who have submitted a signed form authorizing the University to deduct such dues.

5.02 The dues shall be deducted bi-weekly and submitted to the Union by the fifteenth (15th) day of the month following the last pay period of the month in which the deductions were made. The dues remittance cheque made payable to IATSE local 357 along with a statement in alphabetical order showing the names, gross earning and the amount deducted for each employee shall be mailed to the Union in c/o The Treasurer. A copy of the report shall be either emailed or mailed to the Business Agent of the Union.

5.03 The Union shall notify the University in writing of any changes in the amount of the dues to be deducted and it shall take effect within a minimum notice of thirty (30) days after receipt of notification.

5.04 The Union agrees to defend and hold the University completely harmless against all claims, demands and expenses should any person at any time contend or claim that the University has acted improperly in making such Union dues deductions.

5.05 An employee who is a member of a religious group which by official policy prohibits union membership and paying of union dues or assessment, may apply in writing to the Union, to have such dues remitted to an appropriate religious group.

ARTICLE 6 - ACCESS TO PREMISES

6.01 The Business Agent of the Union or his/her designated representative shall be allowed access to the Aird Centre subject to the University's normal security provisions. The Business Agent or his/her designated representative shall endeavour to inform the immediate supervisor in advance of any visit.

ARTICLE 7 - STRIKES AND LOCKOUTS

7.01 During the term of this Agreement the University or its representative(s) shall not cause any lockout, and the Union agrees that neither it nor its member(s) shall cause or sanction any strike, slowdown or other interruption of work.

ARTICLE 8 - EMPLOYMENT

8.01 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:

Continuing Appointment - an appointment where no ending or renewal date is stated at the time of appointment.

Limited-term Appointment- an appointment where an ending or renewal date is stated at the time of appointment and where there is no employment commitment beyond the term of the appointment. Such appointments shall be for three (3) consecutive months or more but not to exceed three (3) consecutive years.

Temporary Appointment - an appointment for a specified period of time that is less than three (3) consecutive months in duration.

8.02 The termination of employment at the end of a Limited-term or Temporary Appointment shall not be made subject of a grievance.

8.03 Newly hired continuing employees shall be considered to be on probation for a period of four (4) months from date of hire. The termination of such employee while on probation shall not be made the subject of a grievance. The employee must be actively at work during the probationary period; if unable to attend work their probationary period may be extended by the number of days absent.

8.04 Currently, the following positions are filled by full-time continuing appointments;

- Technical Coordinator
- Production Coordinator

Hereinafter, the employees in these positions shall be referred to as the House Crew.

The recurring (winter term) Specialist position, will be scheduled a minimum average of 20 hours per week, over nine (9) consecutive weeks and will be given 30 days minimum notice prior to commencement of the first week.

8.05 When required, stage hands will be hired as temporary appointments. This does not preclude the University from hiring stage hands as limited-term or continuing appointments.

8.06 Consistent with the goals of the University the contribution of student technicians shall continue and be encouraged. The employment of students shall fall into either of the following categories;

A. Students hired as casual labour and work-study participants to do the tasks traditionally performed by students, including, but not exclusive of, concert stage management, event set-up and tear down, ensemble setup and tear down, classroom maintenance, audition taping, and operating control boards.

B. Students enrolled in a University program with a practical theatre component (currently opera) who perform tasks and roles consistent with their course of study. The House Crew, in consultation with the Course Instructor and the Performance Facilities Manager/Technical Director, shall determine their suitability to perform the assigned work.

8.07 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 in the Aird Centre. The use of volunteers will be subject to considerations of technical competence and safety.

8.08 The House Crew shall assess the technical competence of student technicians and volunteers and, in consultation with the Performance Facilities Manager/Technical Director, determine their suitability to perform the assigned work.

8.09 The position of Wardrobe Coordinator shall be filled by either a continuing appointment or a limited-term appointment. The University shall have the right to select provided the candidate(s) are members in good standing of IATSE.

8.10 The composition of any work crew shall be mutually agreed to by the House Crew and the Performance Facilities Manager/Technical Director and shall be based on the technical competence, safety, efficiency and level of expertise required to perform the available work. If there is no mutual agreement the decision of the Performance Facilities Manager/Technical Director shall be honoured until such time as the Business Agent for the Union and the Dean of the Faculty of Music can render a decision.

ARTICLE 9 - POSITION DESCRIPTIONS

9.01 The current position descriptions pertaining to the duties and responsibilities of the House Crew positions may be reviewed and updated by a joint decision of the University and IATSE.

9.02 The Technical Coordinator shall be a full time employee covered by the terms of the Collective Agreement. The Technical Coordinator shall have a working knowledge in all aspects of carpentry, electrical, sound and properties so as to competently direct and co-ordinate all the disciplines necessary in theatrical staging.

ARTICLE 10 - JURISDICTION

10.01 Subject to the provisions outlined elsewhere in this Collective Agreement, it is agreed that all construction, installation, alteration, operation and maintenance of stage equipment in the Aird Centre including, but not limited to, scenery, drapes, picture sheets, lighting, sound, projection equipment and special effects created by whatever method shall be performed under the supervision of a House Crew member and where necessary in the presence of a member of the House Crew.

10.02 As described in the job descriptions for the Technical Coordinator and the Production Coordinator positions, the House Crew shall have direct input in the establishment of policies and procedures for use and operation of all staging equipment located in the Aird Centre, replacement and purchase of new equipment, and the construction or reconstruction of any theatre area.

10.03 When the Aird Centre is leased or rented on a temporary basis, to a third party, it is agreed that all terms of the agreement shall apply.

10.04 No person or persons employed under this Agreement shall remove or cause to be removed any equipment or material which is the property of the University from the premises of the University without the appropriate consent. The person or persons who receive permission to remove equipment or material shall be responsible for any damages or losses.

10.05 No personal projects may be undertaken by any person or persons employed under this Agreement at any time, in any area of the Aird Centre without the consent of the Performance Facilities Manager/Technical Director and until notification is given to a member of the House Crew.

10.06 The Performance Facilities Manager/Technical Director may, at any time, direct any person or persons employed under this Agreement provided the House Crew is made aware of such circumstances beforehand.

10.07 The University agrees that no member of University management shall perform any duties which are specified or implied to be duties of members of the bargaining unit except for purposes of instruction, experimenting, or in cases of emergency.

10.08 A member of the House Crew will be in attendance at all events for the purpose of supervision in the Aird Centre, subject to Article 8.10.

ARTICLE 11 - RATES OF PAY

11.01 Employees shall be paid in accordance with the wage rates set out in Appendix A. Continuing employees shall be paid by direct bank deposit.

11.02 On initial appointment, the starting salary of an employee on a continuing appointment shall be based on the employee's level of job knowledge and skill, however, in no event shall it be less than the minimum wage rate established for the position.

11.03 Stage hands shall be paid in accordance with the wage rates set out in Appendix A.

11.04 Wage rates for variable rate positions will be determined by the University in consultation with the Business Agent or designate, and will reflect the employee's experience and background.

11.05 Progression adjustments are designed to recognize and compensate employees for increased job knowledge, skill and competency as they develop and gain experience on the job. House Crew employees whose job performance is satisfactory shall be eligible for a sixty cent ($.60) per hour wage increase upon the completion of four (4) months employment and for each six (6) months thereafter until the employee’s wage rate reaches the maximum for the position.

11.06 A Specialist is someone who is experienced enough to replace House Crew employees on a temporary basis, or who has the qualifications to fulfill specific and specialized work assignments.

ARTICLE 12 - HOURS OF WORK

12.01 For House Crew employees the standard work period shall consist of five (5) seven (7) hour days commencing at 12: 01 a.m. Sunday to 24:00 hours on Saturday. Because of the nature of their responsibilities House Crew employees may be scheduled to work within this work period as required by each day's activities. This provision shall not constitute a guarantee of hours of work per day or per week.

12.02 House Crew employees who work for two (2) hours or more without a meal period shall be entitled to a fifteen (15) minute paid rest period at a time which is appropriate under the circumstances. These break periods cannot be calculated as overtime worked nor can they be banked to accumulate paid time off.

12.03 House Crew and Stage Hand employees who are scheduled to work for five (5) hours or more shall be entitled to a one (1) hour unpaid meal period. If, in the event of an emergency and/or exceptional circumstances, a one (1) hour unpaid meal period is not possible, the employees shall be entitled to:

(i) a one-half (½) hour paid meal break at the prevailing rate and a bonus payment equivalent to 1.5 times the regular hourly rate.

(ii) if a one-half (½) hour paid meal break is not possible, the employee shall be compensated at a rate equivalent to two (2) times their regular rate of pay for each hour worked in excess of five (5) hours until the end of the shift or until either a 1 hour unpaid meal break or one-half hour paid meal break in accordance with (i).

12.04 It is the responsibility of the employee who finds it necessary to be absent from work to notify, or have someone on their behalf, notify the appropriate individual of their absence prior to the commencement of their work period.

12.05 The House Crew shall prepare the monthly House Crew work schedule for approval and modification by the Performance Facilities Manager/Technical Director.

12.06 The House Crew shall work on an annual hour-bank system. The banking period shall commence May 1st and end no later than April 30th. All hours worked, including premium time, vacation time, paid holidays, sick leave, and other paid leave time shall be charged against this hour-bank. If the hour-bank is depleted before the end of the period (April 30th), the employee shall be compensated for any additional hours worked. If the hour-bank has not been depleted before the end of the period (April 30th), the benefit shall be the employee's. If an employee terminates employment prior to the end of the hour-bank year, April 30th, actual hours worked will be reconciled with actual hours compensated and any monies owing by either party will be paid in full by the appropriate party. Under no circumstances is the Union to be held liable for any monies owed by an employee to the University under this article. The current hour bank for House Crew members is;

- Technical Coordinator - 1820 hours (52 weeks)
- Production Coordinator - 1400 hours (40 consecutive weeks commencing the Sunday before Labour Day)

When House Crew employees have completed their annual hour-bank commitment, they shall retain their house seniority and wage rate. All work calls will be filled on the basis of house seniority.

12.07 Employees shall be paid on a bi-weekly basis.

12.08 Approved premiums for House Crew employees shall be calculated as follows:

(i) time and one-half (1½) the employee's regular hourly rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week, or

(ii) two (2) times the employee's regular hourly rate for all hours worked on a Monday.

12.09 Approved premiums for Stage Hands, Specialist, Wardrobe Coordinator and Dressers shall be calculated at time and one-half (1½) the employee's applicable hourly rate for all hours worked:

(i) in excess of eight (8) hours per day or forty (40) hours per week, or

(ii) on a Sunday

12.10 House Crew employees shall have an eight (8) hour turn around between the conclusion of one day's work period and the start of the next day's. If the turn around is not provided, then the employee shall be compensated an additional two (2) hours at their prevailing hourly rate.

12.11 The minimum call for union members shall be four (4) hours. A minimum call of one and one-half (1 1/2) hours shall be permitted for the purpose of providing audio recordings for students, providing the individual is currently at work otherwise the four (4) hour minimum call shall apply.

12.12 When a member of the Union must work in view of the public in a costume related to the production, they shall be paid an additional hour of pay at their regular hourly rate.

12.13 Work done between 12:00 midnight and 8:00 a.m. shall be compensated at two (2) times the employee's regular hourly rate.

12.14 It is understood that due to the scale and nature of most performances at the Aird Centre employees may be required to work in more than one department, or on more than one event during a single call.

ARTICLE 13 - BENEFITS

13.01 The levels of benefits in effect as of the ratification of this Agreement are the same as those available to Faculty. The University agrees to maintain these benefits except as they are modified as the result of recommendations approved by the University's Board of Governors.

13.02 For the purpose of this Agreement, the benefit plans in effect as of the ratification of this Agreement are as follows:

(a) Extended Health Care Plan;
(b) Dental Care Plan;
(c) Basic Group Life Insurance Plan;
(d) Optional Life Insurance Plan;
(e) Optional Accidental Death and Dismemberment Plan;
(f) Long Term Disability Plan:
(g) Employee Assistance Plan.

13.03 The University shall pay l00% of the premium costs for insuring these plans for all full-time House Crew employees, except for (d) Optional Life Insurance, (e) Optional Accidental Death and Dismemberment, and (f) Long Term Disability which shall be paid fully by the employee.

13.04 The University agrees to continue Wilfrid Laurier University's Pension Plan in effect, or as the same may be amended by the University's Board of Governors from time to time during the term of this Agreement. The Wilfrid Laurier University Pension Plan is available only to House Crew as defined in Article Eight, Clause 8.04. Normal Retirement age is defined as the first day of the month coincident with or next following the employees 65th birthday. Employees who continue employment beyond the Normal Retirement age are eligible for the same benefits as the faculty as outlined in the most current Group Benefit Plan.

13.05 The University agrees to pay monthly to the Union a sum equal to 6% of the gross wages, including vacation pay, paid to part-time, temporary House Crew employees, Stage Hands and Wardrobe for the purchase of IATSE health insurance coverage. The monies referred to in this clause are subject to all applicable Ontario Retail Sales Tax and/or Federal Harmonized Sales Tax and are to be calculated on the total contributions of the employees.

13.06 The University agrees to pay monthly to the Union a sum equal to six (6%) percent from the gross wages, including vacation pay, for the part time House Crew Employees, Stagehands and Wardrobe as retirement benefits, or any other avenue as determined by the Union. The University shall deduct an equal amount from each employee together with any additional amounts which the employee may designate to be deducted for retirement benefits.

13.07 The monies referred to in 13.05 and 13.06 including all applicable Ontario Retail Sales Tax and/or Federal Harmonized Sales Tax shall be remitted by the fifteenth (15th) day of the month following the last pay period of the month in which the deductions and contributions were made (including nil reports). The remittance cheque is to be made payable to the "IATSE Local 357 Benefit Trust Fund" and shall be accompanied by a statement in alphabetical order showing the names, Social Insurance Numbers, gross earning, the amount deducted, contributed for each employee and total applicable Ontario Retail Sales Tax and/or Federal Harmonized Sales Tax and shall be mailed to the Fund Administrator. The Union shall inform and keep the University current on the mailing address of the Fund Administrator on a timely basis.

ARTICLE 14 - VACATIONS

14.01 The University's vacation year is the twelve (12) months from May 1 to April 30 inclusive, and vacation entitlement is based on the employee's accumulated length of service as of May 1 each year. For purposes of vacation entitlement, years of service are calculated from the date of commencement of continuous service with the University.

14.02 House Crew employees shall be entitled to vacation with pay in accordance with the following schedule. Vacation entitlement for Members who work less than or more than 1820 hours per year will be pro-rated in accordance with their regular work schedule, such that they will receive the equivalent percentage of vacation hours at their regular hourly rate of pay.

Years of completed service	Annual vacation entitlement	
	Full-time	**Part-time**
Less than one (1) year	1 day per month, maximum - 10 days.	4.0%
1 year - less than 3 years	13 days.	5.2%.
3 years - less than 6 years	15 days.	6.0%
6 years - less than 10 years	17 days	6.8%
10 years - less than 15 years	20 days	8.0%
15 years - less than 19 years	22 days	8.8%
19 years - less than 30 years	25 days	10.0%
30 years and more	27 days	10.8%

14.03 Part-time employees other than House Crew employees on continuing appointments shall have their vacation entitlement paid on each cheque.

14.04 Employees having Limited-term and Temporary Appointments shall receive vacation payment in accordance with the provisions of the Ontario Employment Standards Act included in their bi-weekly wages.

14.05 Subject to prior approval of their Department Head, employees may take their vacation entitlement, or portion thereof, when it is convenient to the functional requirements of the department.

14.06 Employees are required to take their vacation during the sixteen (16) month period following entitlement (May 1 to August 30 of the following calendar year).

14.07 Vacation credit will accrue while an employee is on maternity leave, parental leave, sick leave of less than thirty (30) calendar days and any leaves of absence of less than thirty (30) calendar days duration.

ARTICLE 15 - PAID HOLIDAYS

15.01 The University recognizes the following as paid holidays for all employees:

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

House Crew employees will receive New Year's Eve day as an additional paid holiday. As well, House Crew employees will receive three (3) additional "floating" days as paid holidays, which shall be designated annually.

15.02 House Crew employees shall receive their regular daily rate of pay for the above paid holidays in accordance with the "Employment Standards Act", of Ontario.

15.03 Employees having a Limited-term or Temporary Appointment shall receive their regular daily rate of pay for the paid holidays in Clause 15.01, in accordance with the "Employment Standards Act", of Ontario.

15.04 House Crew and stage hands required to work on a paid holiday shall receive payment at the rate of two (2) times their regular hourly wage rate for the hours worked in addition to their holiday pay. All work on Easter Sunday will be compensated at the rate of two (2) times their regular hourly wage rate.

15.05 Paid holiday pay shall not apply to those on long-term disability, layoff, workers' compensation, or on an approved leave of absence without pay.

15.06 Paid holidays falling on a Saturday will usually be observed on the preceding Friday. Those falling on a Sunday will usually be observed the following Monday.

15.07 When a paid holiday falls during an employee's vacation period, the employee, if eligible for payment under 15.02 and 15.03 above, shall receive an additional day of vacation.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 The immediate supervisor may at his/her discretion grant an employee a leave of absence without pay and without loss of service for personal reasons for a period of up to five (5) consecutive days. Requests for leave shall be made in writing to the Immediate Supervisor at least one (1) week prior to the requested commencement of the leave.

16.02 Requests for a leave of absence of more than five (5) consecutive days are to be submitted in writing to the Assistant Vice President: Human Resources at least one (1) month prior to the requested commencement of the leave.

16.03 The University agrees to grant leave of absence without pay to employees elected or appointed to attend Union conventions, and meetings with the University provided that such leaves of absence do not unduly affect the efficient operation of the Aird Centre.

16.04 For leaves of thirty (30) calendar days or more, the employee shall be required to make both the employee and the University contributions toward the cost of available benefits the employee wishes to continue during the leave period.

16.05 Vacation and sick leave credits will not accumulate during leave periods of thirty (30) calendar days or more.

16.06 House crew employees may be granted special leaves by their immediate supervisor of up to three (3) days per year without loss of regular pay. These days shall be used to accommodate personal absence resulting from illness in the immediate family, relocation of their household, writing exams, preparing for exams, and legal appointments.

16.07 Management shall use reasonable judgment in considering all leave requests and approval of such requests shall not be unreasonably denied.

16.08 House crew employees shall be eligible to apply for a leave of absence in order to participate in the University’s Deferred Salary Leave Program, and the Professional Development Education Advancement Leave Program. These Programs may be subject to change in accordance with University policy.

16.09 Pregnancy and parental leave shall be granted in accordance with the provisions of the Employment Standards Act of Ontario and the University's policy for Supplementary Unemployment Benefits.

16.10 In accordance with the federal Elections Act, House Crew employees who are eligible voters will be provided a leave absence with pay where required to ensure that the employee has four consecutive hours off work during the period of time the polls are open.

16.11 House Crew employees are eligible, on the occasion of the birth of their child, to a paid leave of absence of up to five (5) days to be taken at the discretion of the employee within four (4) weeks following the date of birth. The employee is required to provide at least two (2) weeks notice of such leave.

16.12 House crew employees will be entitled to a Military Reservist Leave of Absence without compensation if the employee is a reservist and will not be performing the duties of their position as defined in the Employment Standards Act.

ARTICLE 17 - BEREAVEMENT LEAVE

17.01 In the event of the death of a member of an employee's immediate family, House Crew employees shall be granted a leave of absence with pay of up to five (5) consecutive work days at the time of the loss.

17.02 For purposes of this Article the term "immediate family" shall mean spouse, common-law partner, same-sex partner, parent, child, children of common-law spouse, children of Member's spouse, step-child, sister, brother, or ward.

17.03 In the event of a death of a non-immediate family member, defined as guardian, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, grandparent of the member's spouse, or grandchild, House Crew employees shall be entitled to a leave of absence with compensation and benefits for up to three (3) consecutive working days commencing with the date of death and ending with the third calendar day after the funeral, to make the necessary arrangements and to attend the funeral.

17.04 When circumstances indicate additional time is required, permission may be granted at the sole discretion of the employee's immediate supervisor.

17.05 In the event of the death of an individual not referred to in 17.01 or 17.02, the employee may be granted a leave of absence with pay, at the discretion of his/her immediate supervisor, for the purpose of attending the funeral.

17.06 Payment under this Article will be based on the employee's regular hourly wage rate for the scheduled hours lost. No payment will be made under this Article during vacation periods or other prearranged absences.

ARTICLE 18 - COURT DUTY LEAVE

18.01 A leave of absence shall be granted to House Crew employees who are called for jury duty or who is subpoenaed as a witness in a court proceeding. The University will pay the employee the difference between the employee's regular wages for the lost time and any payment received from the court, excluding payment for travel, meals, or other direct expenses. Such payment is contingent on the employee providing his/her administrative director or academic dean with satisfactory proof of attendance in court. When the court session is held within the Regional municipality of Waterloo and the employee is not required in court, he/she shall report to work as soon as possible.

ARTICLE 19 - AUDIO VISUAL AND SPECIALTY EQUIPMENT

19.01 It is agreed that the University's Media Technology Department will continue to provide the Aird Centre with any audio visual requirements and the staff of the Media Technology Department will continue to operate any specialty equipment within the Aird Centre. It is further agreed that specialty equipment may be supplied and operated by employees/volunteers of off-campus organizations using the Aird Centre.

19.02 Specialty equipment is defined as equipment that is not normally used within the Aird Centre and which requires special training to operate.

ARTICLE 20 - FILMING, RECORDING AND BROADCASTING

20.01 It is agreed that when the Aird Centre is rented to non-university (for example, profit organizations) for the purpose of radio/television broadcasting, filming and recording the minimum crew necessary for the proper serving of the event shall be scheduled and employed in accordance with Article 8 of this Collective Agreement.

20.02 When the university provides the Aird Centre for performing any recording task, it will be clearly stated in the booking contract that proper credit must be given to any employee covered under this Agreement on any commercial or non-commercial use of said recording.

20.03 Personal video recorders used by guardians of students involved in events of the Aird Centre will be allowed in accordance with the University Policy.

ARTICLE 21 - SICK LEAVE

21.01 Full-time House Crew employees having a continuing appointment shall accumulate sick leave credits as follows,

(i) new employees will be credited with twenty (20) days credit after their first day of employment, and

(ii) employees will be credited with an additional one and-one-half (1 1/2) days for each month in which work was actually performed.

Sick leave credits will accumulate to a maximum of 105 working days.

21.02 Part-time House Crew employees having a continuing appointment shall accumulate sick leave credits as follows,

(i) new employees will be credited with ten (10) days credit after their first day of employment, and

(ii) employees will be credited with an additional day for each month in which work was actually performed.

21.03 For purposes of this Article, one (1) day is defined as a period equivalent to the employee's normally scheduled daily work period as referred to in Article 12.01.

21.04 An employee's accumulated sick leave credits will be reduced equal to the period of absence due to sickness, or injury.

21.05 Upon termination of employment an employee shall not be entitled to any allowance or remuneration for accumulated sick leave.

21.06 Sick leave pay provided in this Article is intended to compensate employees who are absent from work because of bona fide illness or injury which is not compensable under the Workers Safety Insurance Act and for which they are not in receipt of any other compensation. An employee who obtains sick leave pay as a result of misrepresentation or fraud shall be subject to disciplinary action including the forfeiture of all accumulated sick leave credits.

21.07 When an absence exceeds five (5) consecutive work days or where there are frequent absences of a shorter duration, an employee shall be required to provide the University with a physician's statement verifying the illness or injury.

After a prolonged or a serious illness or injury an employee shall be required to provide the University with a certification of medical fitness before returning to regular duties.

21.08 During the first one hundred and twenty (120) consecutive days of absence due to illness or injury, employees shall receive;

(i) 100% of their regular salary in effect at the time of absence for the period equal to the number of sick leave credits accumulated at the time of absence, or

(ii) 66 2/3% of their regular salary in effect at the time of absence for the period of absence where no sick leave credits are available, subject to: the acceptable completion of a medical progress report, supporting an ongoing condition requiring a long term absence from work.

If the absence is due to the same illness or injury within 30 days of returning from the original absence, it will be classified as a continuation of the same absence and only the balance of the unused portion will apply.

Should the absence extend beyond one hundred and twenty (120) consecutive days, those employees enrolled in the University's long-term disability plan shall apply for benefits under that plan.

ARTICLE 22 - OTHER BENEFITS

22.01 The level of recovery for athletic membership fees is the same charged to Faculty using the athletic facilities and services.

22.02 The level of recovery for parking expense is the same as charged to Faculty using this service.

22.03 Facilities Stage Hands shall be issued with a Wilfrid Laurier University identification card identifying them as members of the Performance Facilities staff and entitling them to all card benefits.

22.04 House Crew employees shall be entitled to participate in the University's;

(i) Guaranteed Housing Loan Program,

(ii) Interest Free Computer Purchase Loan Program.

These Programs may be subject to change in accordance with University policy.

22.05 The University agrees to provide Two Hundred ($200.00) every two (2) years to each of the House Crew to put towards the purchase of Green Triangle Footwear upon submission of receipts.

22.06 For House Crew that are required to wear safety glasses, the University agrees to reimburse up to Two Hundred, Fifty dollars ($250.00) every two 2 years for a pair of prescription safety glasses upon submission of a receipt.

22.07 The University agrees to provide one hundred dollars ($100.00) every year to each of the House Crew to put towards the purchase of dress blacks, upon submission of receipts.

22.08 The University agrees to provide one (1) Performance Facilities Golf Shirt every year to each of the House Crew.

22.09 Upon ratification, the University shall contribute an amount equal to half percent (0.5%) of gross earnings for all wages generated under this Collective Agreement for the purposes of an administration and education fund maintained by the Union. The University shall remit this contribution no later than the 15th day of the month following the last pay period of the month in which wages were earned, by cheque payable to IATSE Local 357 and sent to the Treasurer of the Union.

ARTICLE 23 - TUITION ASSISTANCE

23.01 In the interest of encouraging employees to participate in personal and professional development, the University will provide tuition assistance to House Crew employees, who hold a full-time continuing appointment of at least one (1) year duration and have completed their probationary period, who take undergraduate and graduate courses offered at Wilfrid Laurier University and Waterloo Lutheran Seminary.

(i) Full-time employees are eligible to receive a full waiver of the academic tuition fees in regulated programs. In addition, employees are eligible to receive a one-hundred percent (100%) waiver of the academic tuition fees for non-regulated programs when the program is related to the employee's career development. The waiver is restricted to three (3) full courses six (6) half courses in each twelve (12) month period, commencing May 1 of each year**,** included but not restricted to registration fees, examination fees, incidental and ancillary fees.

(ii) Part-time employees who work 900-1249 hours per year are eligible to receive a fifty percent (50%) reduction of academic tuition fee as described in 23.01 (i). In addition, employees are eligible to receive a fifty percent (50%) waiver of the academic tuition fees for non-regulated programs when the program is related to the employee's career development. Part-time employees also have the option of receiving one hundred percent (100%) waiver of academic tuition fees for any undergraduate course offered in the evening for which they register as a part time student.

An employee who is retired from the University and is receiving benefits from the Wilfrid Laurier University Pension Plan shall be entitled to the above benefits.

23.02 The university will reimburse House Crew employees and stage hands one-hundred percent (100%.) of the applicable tuition fees upon the successful completion of a work-related course at a college or university when the course is not available at Wilfrid Laurier University. Employees shall be responsible for all non-tuition fees, including but not restricted to registration fees, examination fees, incidental and ancillary fees. To be eligible for this assistance the course must have been recommended and approved by the employee's Department Head.

23.03 Generally courses will be taken outside of the employee's normal working

hours.

23.04 Dependent children and spouses of full-time House Crew employees are eligible to receive a one hundred percent (100%) waiver of tuition fees for undergraduate and graduate courses offered at Wilfrid Laurier University and Waterloo Lutheran Seminary with the exception of the Waterloo executive style MBA program should one be offered on campus.

23.05 Dependent children and spouses of full-time House Crew employees who have retired under the University's pension plan, who have died in service, or who are receiving disability benefits from the University's Long Term Disability Plan are eligible for the tuition assistance described 23. 04 above provided that they were a dependent or spouse at the time of the employee's retirement or death.

23.06 Eligibility is determined at the beginning of each academic term and no partial waivers will be made. Eligibility will continue for as long as the employee is employed in a full time continuing capacity. If an employee, with a dependent or spouse receiving tuition waiver, terminates employment during the academic term, the employee shall be required to pay the tuition for the period from date of termination to the end of the academic term.

23.07 For purposes of this Article the following definitions shall apply;

(a) dependent children means sons or daughters who are under twenty-six (26) years of age and either live at home or is financially supported by the employee;

(b) a spouse is either married to an employee, or a person who has been cohabiting with an employee continuously for a period of not less than one (1) year.

ARTICLE 24 - GRIEVANCE PROCEDURE

24.01 It is the mutual desire of the University and the Union that all complaints and grievances shall be settled as quickly as possible.

24.02 An employee is encouraged to immediately discuss any issue relating to this Agreement with the Performance Facilities Manager/Technical Director and failing to resolve the issue, may approach the Union to file a grievance.

24.03 The use of problem solving processes to resolve issues is encouraged prior to filing a grievance. If the Union deems it necessary to file a grievance, problem solving processes will be used at each step. The timelines in the grievance steps may be extended by mutual agreement to accommodate problem solving.

24.04a) A grievance shall consist of a disagreement arising out of the interpretation, application, administration or alleged violation of any of the terms and provisions of this Agreement including disciplinary matters.

24.04b) A grievance shall clearly describe the alleged violation of the Agreement.

24.04c) A grievance shall precisely set forth the relief sought by the grievor.

24.05 An employee, the Union or the University may initiate a grievance. Any grievance which is not presented in writing within fourteen (14) calendar days following the event giving rise to the grievance shall be forfeited by the aggrieved party.

24.06 **Policy Grievance** - where the Union believes the University has violated the Agreement and where more than one member is affected, the Union may initiate a policy grievance at Step Two.

24.07 A claim by an employee, other than a newly hired continuing employee, that he/she has been unjustly discharged from employment shall be treated as a grievance if the claim is submitted to the Dean of the Faculty of Music within five (5) working days after receipt of notice of discharge. Such a grievance shall be initiated at Step Two.

24.08 **Grievance Steps**

Step One

If informal discussion as in 24.02 does not result in the satisfactory resolution of an issue, the grievor may file a formal grievance with the Performance Facilities Manager/Technical Director within five (5) working days of said discussion, with a copy to the Business Agent. The Performance Facilities Manager/Technical Director shall arrange to solve the grievance within five (5) working days of receipt of the written grievance. A written response will be provided to the grievor within five (5) working days of the problem solving meeting, with a copy to the Business Agent.

Step Two

The Union may file for a Step Two meeting with the Dean of the Faculty of Music within five (5) working days of receipt of an unsatisfactory response at Step One. The Performance Facilities Manager/Technical Director will arrange for a problem solving meeting within five (5) working days. A written response will be provided by the Dean of the Faculty of Music within five (5) working days of the problem solving meeting.

Step Three

The Union may file for a Step Three meeting with the Vice President Academic within five (5) working days on an unsatisfactory response from the Dean of the Faculty of Music. The Dean of the Faculty of Music will arrange a problem solving meeting within five (5) working days. A written response will be provided by the University within five (5) working days.

Step Four

Failing resolution of the grievance at Step Three, the grievance may be referred to arbitration within fourteen (14) calendar days following receipt of an unsatisfactory response from the University.

ARTICLE 25 - ARBITRATION

25.01 No matter may be submitted to arbitration which has not been properly processed through the steps of the Grievance Procedure.

25.02 When either party requests that a grievance be submitted to arbitration, including whether the matter is arbitral or not, it shall make such a request in writing to the other party, setting out the issue(s) to be arbitrated.

25.03 Within fourteen (14) calendar days of receipt of the notice in 25.02, the parties shall mutually agree upon a single arbitrator. If the parties are unable to agree upon an arbitrator they will request the Minister of Labour for the Province of Ontario to make the appointment.

25.04 The Arbitrator shall not have jurisdiction to alter or change the terms and conditions of this Agreement nor to enlarge on the relief sought in the grievance and shall limit any decision to the issues outlined in the matter in dispute.

25.05 The expenses of the Arbitrator shall be borne equally by the parties.

ARTICLE 26 - DURATION, TERMINATION, RENEWAL

26.01 This Agreement shall be binding on the parties hereto and shall remain in effect from July 1, 2011 to June 30, 20114 and shall continue from year to year thereafter unless either party gives the other party notice in writing, not more than ninety (90) days prior to the June 30, 2014, that it desires to terminate, renew or amend this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto:

DATED AT WATERLOO, ONTARIO, this 17th day of January 2012.

FOR: **Wilfrid Laurier University**

Max Blouw
President and Vice-Chancellor

Kate Konopka

John Hergel

International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, Local 357

Larry Miller
Business Agent

Jeremy Bernard

Peter Lamont

MEMORANDUM OF AGREEMENT

APPENDIX A

Schedule of Wage Rates after Grid Changes and Annual General Increases.

Effective July 1, 2011

POSITION	RATE
Technical Coordinator	$24.57 - $29.22
Production Coordinator	$24.27 - $28.08
Wardrobe Coordinator	$23.68
Stage Hand – IATSE	$22.52
Wardrobe Attendant	$22.52
Specialist	$28.08

Effectively July 1, 2012

POSITION	RATE
Technical Coordinator	$25.00 - $29.73
Production Coordinator	$24.69 - $28.57
Wardrobe Coordinator	$24.10
Stage Hand – IATSE	$22.92
Wardrobe Attendant	$22.92
Specialist	$28.57

Effectively July 1, 2013

POSITION	RATE
Technical Coordinator	$25.37 - $30.18
Production Coordinator	$25.06 - $29.00
Wardrobe Coordinator	$24.46
Stage Hand – IATSE	$23.26
Wardrobe Attendant	$23.26
Specialist	$29.00