

JUNE 1, 2002 - MAY 31, 2005

COLLECTIVE AGREEMENT

BETWEEN

**INTERNATIONAL PHOTOGRAPHER GUILD
LOCAL 669**

**OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, ARTISTS,
AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA**

HEREINAFTER REFERRED TO AS

“THE EMPLOYER”

AND

CANADIAN AUTO WORKERS LOCAL 3000

HEREINAFTER REFERRED TO AS

“THE UNION”

CAW  TCA

CANADA

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ARTICLE 1 PURPOSE

- 1.01** The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may arise from time to time and to promote the mutual interest of the Employer and its employees and to promote and maintain such conditions of employment.
- 1.02** Wherever the singular or feminine is used in this Agreement the same shall be construed as meaning the plural or masculine unless the context or Parties require otherwise.
- 1.02** The Parties hereto subscribe to the principles of the right to be treated with dignity, respect and courtesy as a fundamental basis of a working relationship.

ARTICLE 2 BARGAINING UNIT AND RECOGNITION

- 2.01** The Employer recognizes the Union as the sole bargaining authority for all employees in its offices in British Columbia and within the classification of office and clerical workers listed in Appendix "A and B". Should new classifications be required, wages and duties shall be established by the Parties pursuant to Article 13. It is expressly agreed that this Agreement shall not apply to any elected or appointed officer, business agent or representative of the Employer.
- 2.02** No employees will be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with or vary with the terms of this Collective Agreement.
- 2.03** It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of her duties, to refuse to cross a picket line.
- 2.04** The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.
- 2.05** Shop Stewards, Local Executive Officers, and National Representatives of the Union shall be recognized by the employer in discussing any and all matters affecting the relationship between the employer and its employees, and the Union and its members, who are affected by this agreement.

ARTICLE 3 UNION SECURITY

- 3.01** All employees at the date of signing this Agreement who are covered by the Certification shall be required to become and remain Union members as a condition of employment.
- 3.02** As a condition of employment, employees covered by the Certification who are hired after the signing of this Agreement shall become Union members within two (2) weeks from their date of hire.
- 3.03** The Employer agrees to deduct the amount authorized as Union dues, initiation and/or assessments and to transmit the monies so collected once each month to the Secretary-Treasurer of the Union by the fifteenth (15th) of the following month, together with a list of employees from whom such deductions were made.
- 3.04** Upon request, the Employer shall provide the Union, within five working days, all necessary information relating to the following matters for all employees covered by this Agreement on a current basis:
- (a) A list of employees showing their names, addresses, and employment status ranked accordingly to seniority.
- 3.05** The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with the Union Security.

3.06 The Employer or his Representative shall make known to all employees their duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

ARTICLE 4 EMPLOYER RIGHTS

4.01 The Union recognizes the rights of the Employer to hire and promote and to discipline or discharge any employee for just and reasonable cause subject to the provisions of this Agreement, the principles of progressive discipline and the right of the Union or employees to grieve as provided in Articles 18 and 19. The Union further agrees that the Employer has the right to maintain reasonable rules and regulations as it sees fit in the attempt to run the Local so long as those rules and regulations do not contravene this Collective Agreement. Further, the Employer agrees to maintain these rules and regulations in the form of a written policy manual, which shall be updated regularly and a copy of all such amendments shall be forwarded to the Union Local or Chief Shop Steward.

ARTICLE 5 - DEFINITION OF EMPLOYEES

5.01 Probationary Period

All new employees, except temporary employees (see Section 5.03(a)), shall be considered probationary for sixty (60) days worked or one hundred and twenty (120) calendar days, whichever comes first. The employee agrees to adhere to a constructive evaluation process that shall include consultation with the bargaining unit. Probationary employees shall only be terminated for (a lesser standard of) just cause.

5.02 Regular

A regular employee is any person employed on a regularly scheduled continuous basis whose duties fall within the bargaining unit as defined in Article 2 of this Agreement and who has completed the probationary period.

5.03 Temporary

- (a) A temporary employee is one so informed by the Employer at the start of employment. A temporary employee is a person who is hired for a fixed term to replace a full-time bargaining unit employee absent on vacation, leave, prolonged sickness, or for a specific project or temporary high volume work load relief. A temporary employee reclassified to regular status without a break in employment will have rights under this Collective Agreement based on seniority dated from the first day of the last period of temporary employment. Breaks of 30 calendar days or less between temporary employment shall not be considered a break in employment.
- (2) The Employer agrees that temporary employees will be used in relief capacities, but will not be used to displace or cover full-time positions/employees with the exception of Section 5.03(a).
- (3) Temporary Employees shall receive 10% (ten percent) in addition to their wages as per Appendix A on each pay cheque. This shall be in lieu of vacation pay, retirement payments, all health and welfare benefits, and paid sick days.

ARTICLE 6 UNION REPRESENTATION

6.01 The Employer shall recognize the Representative(s) selected by the Union for purposes of collective bargaining, Agreement administration and general Union business, as the sole and exclusive Representative(s) of all employees within the bargaining unit as defined in Article 2 of this Agreement.

- 6.02** The Representative(s) of the Union shall have the right to contact the employees at their place of employment regarding this Collective Agreement. Union meetings shall be conducted on the employee's own time and the office and its facilities, when agreed to by the Employer, shall be made available to the Union for those purposes. Such agreement shall not be unreasonably denied.
- 6.03** The Employer shall recognize the Representative(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Representative(s) for carrying out the duties proper to the position.
- 6.04** The Representative(s) may, within reason, investigate and process grievances or confer with members of the Union during regular working hours, without loss of pay.
- 6.05** The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.
- 6.06** In the event that an employee becomes elected or appointed to represent the Union in meetings of CAW, its affiliated or chartered bodies, and any labour organization with which the Union is affiliated, he/she may be granted a leave of absence to attend Union meetings during working hours, providing the employee requests such time off at least five (5) working days in advance. Such time off must be authorised in advance by the Employer. Leave requests shall not be unreasonably denied. Such time off shall be with full benefits but without pay.
- 6.07** Leave of Absence for Full-time Union of Public Duties
- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon fifteen (15) working days written notice to the Employer, the Employer shall allow leave of absence without pay, but without loss of benefits, for thirty (30) calendar days so the employee may be a candidate in federal, provincial, or municipal elections.
 - (b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during his/her terms of office.
 - (c) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during his/her appointment or term of office.
- 6.08** **Union Bargaining Committee**
One elected or appointed employee will comprise the Union Bargaining Committee and shall be permitted to participate in negotiations relative to the negotiation of this collective agreement, without loss of pay or other benefits. In preparation for the negotiations, a leave of one (1) working day with pay shall be permitted. (This leave is outside of the leave as provided for in Clause 6.06). The employees shall be elected or appointed by the Constitution and By-Laws of the CAW Local 3000.

ARTICLE 7 HOURS OF WORK AND OVERTIME

7.01 Regular Work Day

A regular work day shall consist of eight (8) consecutive hours between 09:00 hours and 17:00 hours inclusive two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute lunch break. Employees scheduled to work less than the regular workday shall receive paid breaks as per the following:

4-hour shift includes 1 X 15 minute paid rest period

5-hour shift includes 2 X 15 minute paid rest periods

6-hour shift includes 2 X 15 minute paid rest periods

7-hour shift includes 1 X 15 minute paid rest period and 1 x 30 minute paid lunch break

An employee may combine one or both of the rest period(s) with the lunch break with prior consultation with the Employer Representative.

The Employer may request employees to work through their lunch break. Such instances must be mutually agreed to and a mutually agreed to hot meal must be provided.

7.02 Hours of work or relief periods as provided in Article 7.01 may be varied subject to mutual agreement between the Employer, Shop Steward, and employees so affected

7.03 Regular Work Week

A regular workweek shall consist of five (5) workdays, Monday to Friday, unless otherwise mutually agreed to between the parties.

7.04 Overtime Premiums

All time worked In excess of Article 7.01 shall be subject to the following overtime rates:

Between 8 and 11 hours: 150% of appropriate hourly rate

In excess of 11 hours: 200% of appropriate hourly rate

7.05 All time worked on Saturday shall be considered overtime and paid at the rate of one hundred fifty percent (150%) of the employee's hourly rate. All time worked on Sunday shall be considered overtime and paid at the rate of two hundred (200%) percent of the employee's hourly rate. Work performed on a Saturday or Sunday shall receive a minimum of four (4) hours pay at the appropriate overtime rate. Should work exceed four (4) hours, a minimum of eight (8) hours pay shall apply.

7.06 All employees requested to work beyond the regular work day shall be allowed one (1) fifteen (15) minute paid rest period for every two (2) hours, or portion thereof, of overtime. The rest period(s) may be combined and/or taken before, during or after the overtime work as may be appropriate and mutually agreed.

7.07 All employees who are called back to work outside the regular working day, other than for regularly scheduled overtime, shall receive a minimum of four (4) hours pay at two hundred percent (200%), provided the employee reports for such work.

7.08 Overtime may be refused due to legitimate and reasonable prior engagements.

7.09 Employees who work overtime may elect to take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight time equivalent to the overtime hours. Upon five (5) written days notice, employees may request that their banked overtime be paid out on the upcoming pay cheque.

- 7.10 Paid sick leave or extended sick leave shall not reduce overtime pay earned during a regular workday or workweek during which such sick leave occurred.
- 7.11 All overtime must be pre-authorized by Employer Representative.
- 7.12 Any accrued overtime to an employee's credit will be paid out in full to the employee's estate upon termination or death.

ARTICLE 8 STATUTORY HOLIDAYS

8.01 The Employer agrees to provide all employees with the following statutory holidays without loss of pay;

New Year's Day	Canada Day
Heritage Day	B.C. Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day

and any other day that may be stated a legal holiday by the Provincial and/or Federal Government Territorial or Civic Holidays, when declared, shall be provided to the employees working in the said location when the holiday is declared. The Employer further agrees that should any of the above statutory holidays fall on either a Saturday or a Sunday, and no other day is proclaimed by Government in lieu thereof, the employee shall receive an additional day or days off, with pay, to be taken the working days immediately following the statutory holiday(s).

- 8.02 No employee shall be required to work on a statutory holiday or any day in lieu thereof, with the possible exception of Easter Monday. Should the Employer request an Employee to work on a statutory holiday the Employee shall receive 150% of the appropriate hourly rate in addition to a day off with full pay, provided the Employee report for such work. Such day off shall be mutually agreed upon between the Employer and Employee.
- 8.03 Where, in the opinion of the Employer, work on Easter Monday is essential, another compensating day mutually agreed to, will be granted, and overtime rates will not prevail for the work performed on Easter Monday.
- 8.04 In the event any of the holidays enumerated In Article 8.01 occur during the period of an employee's vacation an additional day's vacation with pay shall be allowed for each holiday so occurring.
- 8.05 Employees who do not have a regular work week as per clause 7.03;
 - (a) and have worked at least fifteen (15) of the last thirty (30) days before a statutory holiday shall receive pay by dividing the employee's total wages excluding overtime wages, for the thirty (30) day period by the number of days worked.
 - (b) and who have worked less than fifteen (15) of the last thirty (30) days before a statutory holiday shall receive pay by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by fifteen (15).
- 8.06 The workplace shall be closed on Christmas Eve day through to and including the New Years Day statutory holiday without loss of pay to employees. For the purposes of this Agreement these days shall be considered statutory holidays.

ARTICLE 9 ANNUAL VACATIONS

9.01 (a) Upon completion of twelve (12) months continuous service, an employee shall be entitled to receive a paid

vacation of ten (10) working days. Payment for such vacation period shall be at the employee's current wage rate or four percent (4%) of gross wages for the period in which the vacation was earned, whichever is greater. Such vacation shall be taken at a time mutually agreed with the Employer and shall not be unreasonably denied.

(b) Upon completion of six (6) months service in the first year of employment, an employee shall be entitled to receive a paid vacation of five (5) working days which if taken, will be deducted from the total entitlement for that year. Such vacation shall be taken at a time mutually agreed with the Employer and shall not be unreasonably denied.

9.02 Upon completion of three (3) years continuous service, an employee shall be entitled to receive a paid vacation of fifteen (15) working days. Payment for such vacation period shall be at the employee's current wage rate or six percent (6%) of gross wages for the period in which the vacation was earned, whichever is greater.

9.03 Upon completion of five (5) years continuous service, an employee shall be entitled to receive a paid vacation of twenty (20) working days. Payment for such vacation period shall be at the employee's current wage rate or eight percent (8%) of gross wages for the period in which the vacation was earned, whichever is greater. Upon completion of each additional year of service greater than five (5), an employee shall be entitled to one (1) additional day of paid vacation up to a maximum of thirty (30) days.

9.04 Senior Employees shall be given preference in the selection of vacation periods. Employees who wish to take their vacation in two (2) or more periods instead of one (1) unbroken period may do so subject to the following:

Employees shall select their vacation periods in order of seniority as defined in this Agreement, however, only one (1) vacation period shall be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period. Subsequently, those employees who have chosen to take their vacation in two (2) or more separate periods shall select the second (2nd) and subsequent periods in order of seniority.

9.05 The Employer shall make available a vacation schedule the first working day of each new year and the employees shall indicate by seniority, their vacation selection by March 15th and have such vacation confirmed by March 31st of each year, as per clause 9.04. Employees who bid after March 15th shall have their vacation requests approved on a first come, first serve basis.

9.06 Upon fifteen (15) days written notice, regular employees shall be entitled to receive, prior to commencement of their vacation, a payroll advance equivalent to the amount of vacation being taken for that vacation period.

9.07 No employee shall be required to work during their annual vacation.

9.08 Employees whose regularly scheduled shift is less than five days per week shall be entitled to receive the applicable vacation days pro-rated.

ARTICLE 10 LEAVE OF ABSENCE

10.01 (a) Extended Leave of Absence

An employee may apply for an unpaid leave of absence of up to six months after a two-year continuous service period. Application for such leave shall be forwarded to the Employer. Permission for such leave shall be in writing and shall not be unreasonably denied. Health benefits shall continue for up to three (3) months while an employee is on leave. Thereafter the employee may make arrangements with the employer to self fund their benefits for the remainder of their leave.

(b) Short Term Leave of Absence

An employee may apply for an unpaid short-term leave of absence of up to five (5) working days per six (6)

month period. Permission for such leave shall be in writing and shall not be unreasonably denied.

10.02 Bereavement Leave

In cases of death in the immediate family, i.e., husband, wife, spouse/partner, son, daughter, step-child, father, father-in-law, mother, mother-in-law, sister, brother, grandparents or grandchildren, an employee shall be granted five (5) working days leave of absence with full pay. One (1) day of leave with pay shall be granted to any employee who wishes to attend services related to the death of a spouse's grandparents, spouse's grandchildren, and all other relatives of the spouse and/or employee. Additional time off without pay may be granted at the employee's request.

10.03 Maternity/Parental Leave

(1) Maternity Leave

- (i) pregnant employee who requests leave under this Clause is entitled to up to seventeen (17) weeks of unpaid leave:
 - (1) beginning
 - (1) no earlier than eleven (11) weeks before the expected birth date, and
 - (2) no later than the actual birth date, and
 - (2) ending
 - (1) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - (2) no later than seventeen (17) weeks after the actual birth date.
- (ii) An employee requests leave under this clause after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (iii) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under sub-clauses (A) or (B).
- (iv) A request for leave must:
 - (1) be given in writing to the employer;
 - (2) if the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
 - (3) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under sub-clause (iii).
- (ii) A female employee in her pregnancy shall be granted an indefinite unpaid leave of absence based on her physician's medical advice, in writing duly

provided to the Employer, prior to childbirth but shall not be required to go on maternity leave until eleven (11) weeks prior to the expected delivery date.

- (ii) A request for a shorter period under sub-clause (a)(i)(B)(1):
 - (ii) be given in writing to the employer at least one week before the date the employee proposes to return to work, and
 - (ii) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

(2) Parental Leave

- (i) An employee who requests parental leave under this clause is entitled to:
 - (1) for a birth mother who takes leave under Clause (a) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Clause (a) unless the employer and employee agree otherwise;
 - (2) for a birth mother who does not take leave under Clause (a) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event;
 - (3) for a non-birth parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
 - (4) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
- (ii) If the child has a physical, psychological or emotional conditions requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under sub-section (b)(i).
- (iii) A request for leave must:
 - (1) be given in writing to the employer;
 - (2) if the request is for leave under subsection (b)(i)(A) or (B), be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
 - (3) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (iv) An employee's combined entitlement to leave under Clause (a) and this Clause is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Clause

(a)(iii) or Clause (b)(ii).

(3) Duties of Employer

- (i) An employee must given an employee who requests leave under Clause 10.03 the leave to which the employee is entitled.
- (ii) An employer must not, because of an employee's pregnancy or a leave allowed by Clause 10.03.
 - (1) terminate employment, or
 - (2) change a condition of employment without the employee's written consent.
- (iii) As soon as the leave ends, the employer must place the employee:
 - (1) in the position the employee held before taking leave under Clause 10.03, or
 - (2) in a comparable position.
- (iv) If the employer's operations are suspended or discontinued when the leave ends, the employer must, subject to the seniority provisions in a collective agreement, comply with subclause (iii) as soon as operations are resumed.

(4) Employment deemed continuous while employee on leave

- (i) The services of an employee who is on leave under Clause 10.03 or is attending court as a juror are deemed to be continuous for the purposes of:
 - (1) calculating annual vacation entitlement and entitlement for individual or group severance pay, and
 - (2) any pension, medical or other plan beneficial to the employee.
- (ii) In the following circumstances, the employer must continue to make payments to a pension, medical or other plan beneficial to an employee as though the employee were not on leave:
 - (1) if the employer pays the total cost of the Plan;
 - (2) if both the employer and the employee pay the cost of the Plan and the employee chooses to continue to pay his or her share of the cost.
- (iii) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.
- (iv) Subclause (i) does not apply if the employee has, without the employer's consent, taken a long leave than is allowed under Clause 10.03.

- (5) Provided the employee has no other earnings coverage for the employment insurance waiting period, the Employer will pay 50% of the employee's normal, regular weekly earnings for the employment insurance waiting period, upon proof the employee is serving the said waiting period.

10.04 Family Responsibility Leave

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to

- (a) the care, health or education of a child in the employee's care
- (b) the care of health of any other member of the employee's immediate family.

10.05 Paid Education Leave

The Company agrees to pay into a special fund three cents (\$0.03) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave shall be for upgrading the employees' skills in all aspects of trade functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, CAW. Cheques shall be made payable to:

Paid Education Leave Program
CAW-Canada
205 Placer Court
Willowdale ON M2H 3H9

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absence without pay for twenty (20) days class time plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

10.06 Social Justice Fund

The Company and the Union agree to establish the CAW Social Justice Fund. The purpose of this Fund would be to provide financial assistance to such entitled as food banks, registered Canadian charities, and international relief measures to assist the innocent victims of droughts, famines and other dislocations.

Subject to the following conditions, the Company will make quarterly contributions to such a fund equal to two cents (\$0.02) for each straight time hour worked.

The Company will make these quarterly payments provided that:

- (a) The Union maintains the Fund as a non-profit corporation under the Canada Corporations Act, and ensures that the necessary steps are taken to maintain the corporation in proper legal standing and that all requirements of the Act are met.
- (1) The Union maintains the registration of the non-profit corporation under the Income Tax Act of Canada in

good standing.

- (2) The Union maintains a favourable Income Tax Ruling from the Federal Department of National Revenue that all contributions which the Company makes to the non-profit corporation are tax deductible.
- (3) The Union provides the Company with annual audited financial statements of, and summaries of each year's donations made by the non-profit corporation.
- (4) The objects, by-laws and resolutions of this non-profit corporation should limit it to making the following types of financial contributions:
 - (i) contributions to other Canadian non-partisan charities that are registered under the Income Tax Act;
 - (ii) contributions to non-partisan international relief efforts that are recognized by the Canadian International Development Agency (CIDA), or any successor body that performs like functions;
 - (iii) contributions to any Canadian or international non-partisan efforts to which other Canadian charities that are registered under the Income Tax Act are also making contributions;
- (6) Contributions to any non-governmental and non-partisan development group recognized by CIDA and registered as a charity under the Income Tax Act.

10.07 Local Union Training

Upon written request from the Union, the Employer shall contribute up to \$2,000.00 every two (2) years, commencing in January 2003 to cover any and all expenses related to a bargaining unit member attending the B.C. Region CLC Winter School.

ARTICLE 11 SICK LEAVE

11.01 Sick Leave

The employer shall allow 12 working days or fractions thereof per calendar year (January to December) sick leave with full pay. Such sick leave shall not accumulate from year to year. If requested by the employer, a doctor's certificate must be supplied by the employee's doctor, in respect of any illness or injury extending beyond three (3) continuous working days. The Employer may request a Doctor's certificate in respect of any illness or injury less than three (3) continuous working days where a verifiable pattern of absenteeism exists for that employee. Sick days will not be paid out upon termination of employment.

- (a) For employees hired during the calendar year and/or employees who are not on a regular schedule, sick leave entitlement shall be on a pro-rated basis consistent with the time worked.
- (b) By December 31 of each calendar year employees shall be paid out 25% of all unused sick leave based on their weighted average hourly rate of pay.

11.02 Sick leave as per clause 11.01 may be used to cover those days not covered by the health and welfare plan.

11.03 Sick leave as per clause 11.01 may be used in the event of family emergencies, personal leave, and for

medical / dental appointments to a maximum of forty-eight (48) hours per calendar year.

ARTICLE 12 BENEFITS

12.01 The employer guarantees the following benefits to all Employees and their dependants. The cost of the benefits below, including any and all premiums, shall be paid 100% by the Employer.

12.02 The benefits set out in this article, and the eligibility for such benefits, shall not be changed or modified during the life of the Agreement, except by negotiation and mutual agreement of the Union and the Employer.

12.03 The Employer is responsible for the administration, application, and provision of the benefits of this Article. Any difference arising with respect to the administration, application or provision of any aspect of the Article will be disposed of in accordance with the grievance and arbitration procedures of this agreement.

12.04 M.S.P.

The employer shall provide a premium contribution of 100%.

12.05 Retirement Plan

The employer shall pay to each employee an amount equal to 4% of their straight time, overtime, and vacation pay earnings. As of June 1, 2003 contributions shall be 4.5% and as of June 1, 2004 contributions shall be 5%.

12.06 The employer guarantees to provide the benefits as laid out in the GREAT-WESTLIFE SELECTPAC BENEFIT PROGRAM as provided to INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES-LOCAL 669 (ALL EMPLOYEES) issued January 26, 1999.

ARTICLE 13 WAGES

13.01 Employees will be classified in accordance with the skills used and shall be paid not less than the minimum weekly or hourly wage rate for such classification in accordance with the table of categories and the job descriptions as set forth in Appendix "A" and "B", which is attached hereto and made part of this agreement. Any office or clerical position not covered by Appendix "A" and "B", or any new office or clerical position which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. In the event that the Parties are unable to agree as to the classification and rate of pay for the job in question, or in re-classifying any position of any employee which may be in dispute, the matter may be submitted to the arbitration procedure, as defined in Article 19 of this Agreement.

13.02 An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate for the period so employed, provided the employee has the qualifications necessary and fulfils the duties of the higher job. This provision shall not apply for brief relief periods of less than four hours per day except that if an employee is required to work at a higher classification on a recurring basis, i.e, each day, each week or each month, the higher rate of pay shall apply as provided in Appendix A and B. Employees temporarily transferred to a lower rated classification shall receive the wage rate of their regular classification.

13.03 Any employee hired, who reports for work and is not put to work, shall be guaranteed a minimum of four (4) hours pay.

ARTICLE 14 SENIORITY

14.01 Seniority shall mean length of continuous service with the Employer and its predecessors. Seniority shall not accrue for general leaves of absence greater than six (6) consecutive months in duration. For leaves

greater than six (6) consecutive months, seniority will accrue for the first six (6) consecutive months only. For all other leave of absence, an employee will continue to accrue seniority.

14.02 Except as otherwise provided in this Agreement, an employee who leaves their employment and subsequently returns, will be considered a new employee from the date of re-entering the unit for purposes of seniority credit.

14.03 The Employer and the Union subscribe to the principle of seniority.

ARTICLE 15 JOB POSTING AND JOB AWARDS

15.01 Bargaining Unit job vacancies shall be filled from within the office based on seniority, ability, and experience. In the event two (2) or more employees having the same relative ability and experience, the employee with the greatest seniority shall be selected.

15.02 Job Posting

- (a) Job postings for positions within the bargaining unit and postings for new positions added to the bargaining unit, including temporary vacancies of thirty (30) days and more, shall be posted for not less than six (6) working days and within seven (7) days of the Employer having knowledge of such vacancy occurring. The Shop Steward shall receive copies of all job postings. The Employer shall fill job vacancies in accordance with 15.04(a) before hiring new employees.
- (b) All applications on posted jobs shall be in writing or on a form provided by the Employer.
- (c) Employees absent during the period that a vacancy has been posted shall be notified of the posting by the Employer by telephone and registered mail. It is the employee's responsibility to advise the Employer in writing of their contact telephone number and address when absent.

15.03 Job Posting Detail

The posting shall contain the following information:

- (a) The job classification;
- (b) A general outline of duties and responsibilities;
- (c) The anticipated hours of work per week;
- (d) The anticipated shifts to be worked;
- (e) The applicable wage rate.

If the vacancy referred to herein occurs without advance notice to the Employer, the Employer may fill the vacancy from amongst employees qualified to perform the tasks of the job until the job posting procedure has been completed.

15.04 Selection Process

- (a) Preference for job awards shall be given to employees who have the seniority, ability, and experience acquired through successful cross training or otherwise, to do the job. Employees awarded jobs in accordance with this provision are subject to a trial period of sixty (60) days worked.
- (b) Minimum wages paid on promotion shall be employee's present rate plus five percent (5%).

- (c) Should, during the trial period, the employee be unable to fulfil the job requirements or should they decide that they do not want to continue in the job, then the employee shall have the option to return to their former position.
- (d)
 - (i) The parties recognize the importance of cross-training to ensure that employees are properly trained for backup and for promotions. The Employer undertakes to cross-train employees, within a reasonable period of time, on the basis of seniority and the ability to do the job.
 - (ii) An employee must have demonstrated ability in their present position before being cross-trained in another position.

ARTICLE 16 LAYOFF AND RECALL

16.01 Layoff

If a reduction of office staff is necessary, the Employer shall meet with the Union Representative and the following procedure shall be adopted.

The employee with the least amount of seniority will be the first laid-off, providing the remaining employees have the necessary ability to satisfactorily perform all necessary job requirements.

16.02 Notice of Lay-Off

All permanent employees shall be given in writing the following notice of lay-off or wages in lieu of notice:

- (1) Two (2) weeks notice where the employee has been employed less than three (3) consecutive years.
- (2) After the completion of a period of employment of three (3) consecutive years, one (1) additional week's notice for each completed year of employment.
- (c) In the event of office closure, Article 16.04(b) will apply.
- (d) The period of notice shall not coincide with an employee's annual vacation.

16.03 Any employee (excluding temporary employees) with six months or more of service who is laid-off due to lack of work or redundancy, shall be placed on the recall list for a period of one (1) year. In addition, the Employer shall maintain all Welfare Plan benefits for up to a maximum of six (6) consecutive months while an Employee is on lay-off and/or for three (3) months if the employee chooses to receive severance pay, and is not eligible for benefits from another Employer of that Employee.

16.04 Avoidance of Lay-Off

The Employer may either lay-off employees in accordance with this Article or may confer and mutually agree with the Union upon an alternate plan.

16.05 Recall

Notice of recall to an employee who has been laid-off shall be made by registered mail to the employee with a copy to the union. The employee must respond to such notice within ten (10) days of receiving it shall lose rights of seniority and recall; however, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control shall not lose such rights thereby. An employee having to give notice to another Employer shall be deemed as having complied with this ten (10) day period.

16.06 Employees on the recall list shall have first rights to any vacancy in their former job classification or to a similar classification for which the employee is qualified, and the Employer will not hire for or promote to such a classification while an eligible employee is on the recall list.

16.07 Recalled employees shall receive their former salary and any salary increments to which the employee would have become entitled during the period on the recall list. All rights due to seniority under this Agreement shall be unaffected by such a lay-off period.

ARTICLE 17 GENERAL

17.01 Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.

17.02 The Employer agrees to keep all office machinery, furniture, and fixtures in a normal state of repair and working condition.

17.03 No work which is or could be properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Employer to any shop, agency or person outside the bargaining unit unless previously agreed upon by the Employer and the Union.

17.04 Jury Duty

An employee summoned to Jury Duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid them for jury service or acting as a subpoenaed witness and the amount they would have earned, had they worked on such days. Employees on jury duty shall furnish the Employer with such statements of earnings as the Courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than four (4) hours of their normal shift remains to be worked. Total hours on jury duty or as a subpoenaed witness and actual work on the job in the office in one (1) day shall not exceed seven (7) hours for purposes of establishing the basic workday. Any approved time worked in the office in excess of the combined total of seven (7) hours, shall be considered overtime and paid as such.

17.05 (a) The Employer will be responsible for all expenses for employees who are requested and agree to attend functions on behalf of the Employer. (Receipts for expenses shall be provided at the request of the Employer.)

(2) Employees shall receive \$15.71 per day plus \$.09 per kilometer when utilizing their vehicle for work related purposes on any given day. The above may be updated upward during the life of this Collective Agreement to reflect adjustments to rates set out by the Canadian Automobile Association (CAA).

17.06 Pre-approved Tuition Fees

The Employer agrees to pay all tuition fees for continuing education courses upon successful completion of said courses. Courses must be employment related within the employee's present workplace and approved in writing by the Employer in advance. This clause is not applicable to probationary employees.

17.07 Off Premises Equipment

If pagers or other communicating devices are required by the Employer, they shall be paid for by the

Employer.

ARTICLE 18 - DISCIPLINE AND DISCHARGE

- 18.01** (a) No Employee shall be discharged, suspended, demoted, or given a written reprimand without just and reasonable cause.
- (1) Reasons for discipline including suspension, demotion, and discharge shall be submitted in writing to the employee with a copy to the Union.
- (2) All letters of a disciplinary nature shall be removed from an employee's file after 18 continuous months without the imposition of discipline of a similar nature.
- 18.02** Three (3) business days after an employee whose employment is terminated by the Employer, as set forth in Clause 18.01 above, shall be paid all vacation credits and salary due upon such termination of employment.
- 18.03** All discipline shall be assessed in writing and copied to the Union within seven (7) days of the incident or first knowledge of the Company or be deemed null and void. The Employer may request of the Union a time limit extension, which shall not be unreasonably denied.
- 18.04** (a) Prior to any discipline taking place, an Employee shall be interviewed by a Union Representative and/or Union Steward. No interview shall take place until the Employee has his Union Representative and/or Union Steward present, otherwise all discipline shall be deemed null and void unless representation is waived by the Employee.
- (b) When a Union Steward requires time off from work to accompany an Employee to an interview pursuant to this Clause, the Union Steward must notify the Employer regarding his required absence and this leave shall be granted without loss of pay.
- 18.05** The Employer agrees that access to an Employee's Personal File shall be provided to the Employee, upon request, with an appointment and during office hours. He may request a representative of the Union to be present at the time of such examination.
- 18.06** Whenever an employee signs a document pertaining to discipline, they do so only to acknowledge that they have been notified accordingly.

ARTICLE 19 GRIEVANCES

Grievance Procedure

19.01 DEFINITION AND RECOGNITION OF A GRIEVANCE

Any complaint, disagreement, or differences of opinion between the parties respecting the interpretation, application, operation, or alleged violation of this Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered a grievance.

19.02 INFORMAL STEP

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom the employee reports. At the employee's option, the employee may be accompanied by the Shop Steward.

19.03 STEP ONE

- (1) At this step, notice of the grievance in writing, must be filed with a person designated by the Employer within ten (10) working days after the occurrence of the alleged grievance or of the date on which the Employee first has knowledge of it.
 - (a) The notice in writing shall briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance, and it shall clearly state the provision of the Agreement which has been violated.
 - (c) The Employer's representative must answer the grievance in writing within five (5) days.

19.04 STEP TWO

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step One (1), an attempt to resolve the grievance shall be made between the Employee, the shop steward and/or a Union representative and a person or persons designated by the Employer.

19.05 STEP THREE

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Two (2), either the Union or the Employer may advance the grievance to the next step. The next step involves a selection from the following alternatives:

- (a) A single Arbitrator;
- (b) Section 104 Expedited Arbitration.

19.06 UNION AND EMPLOYER POLICY OR GENERAL GRIEVANCE

The Union and the Employer may file policy, or general grievances. Such grievances shall be filed at Step Two of the Grievance Procedure.

19.07 TIME LIMITS

A grievance or dispute shall commence and proceed through the Steps of the Grievance Procedure within the time limits provided. The time limits may be extended by mutual consent of both parties.

19.08 ARBITRATION HEARING AND AWARD

- (a) The parties agree to use the following arbitrators:

Robert Blasina	Vince Ready
Wayne Moore	Stan Lanyon
Jim Dorsey	Joan McEwen
Joan Gordon	Jean Greatbatch
- (b) As soon as the Arbitrator has been appointed, the Arbitrator will be encouraged to commence the hearing within five (5) days and further encouraged to render a decision within fourteen (14) days.

- (c) In order to expedite the arbitration process, the parties agree that they will meet to identify the issue or issues and to prepare, in written form, a statement of facts which are not in dispute. The identification of the issue or issues and the statement of agreed facts will be placed before the Arbitrator.
- (d) The parties recognize that they are bound by a decision of the Arbitrator.

19.09 AUTHORITY OF THE ARBITRATOR

The parties to the Arbitration recognize that the authority of the Arbitrator is set out in Section 89 of the Labour Relations Code of British Columbia.

19.10 COST SHARING

Each party to the Arbitration will be responsible for its own costs and will share equally, the cost associated with the Arbitrator.

19.11 No technical error or omission shall render a Grievance inarbitrable.

19.12 Absence from work shall be permitted where it is required in connection with the handling of a grievance provided that permission is received in advance from the supervisor. Such permission shall not be unreasonably withheld. Time spent in handling grievances shall be considered time worked.

ARTICLE 20 HEALTH AND SAFETY

20.01 Pregnancy

A pregnant employee shall not be required to operate a Video Display Terminal. Such Employee may elect to:

- (a) Take alternative work, which shall be offered by the Employer. The employee shall be paid their regular rate of pay as established in her regular job during such alternative Employment. If the alternative position pays a higher rate, that rate will prevail.
The Employer in consultation with the Union will endeavour to place the employee in a position that is satisfactory to the Employee and the Employer.
- (b) Take a leave of absence without pay until she qualifies for parental leave.

20.02 The Employer agrees to a “No Smoking” policy within its buildings.

20.03 A Joint Occupational Safety and Health Committee shall consist of not less than one Representative of the Employer and one Representative of the Union.

- (a) The function of the Joint Occupational Safety and Health Committee shall be to consider, monitor, inspect, investigate and/or review health and safety conditions and practices. The time, date, and place for meetings shall be scheduled by mutual agreement. Minutes shall be taken at all meetings and copies distributed to the Union and to the Employer and made accessible to all employees. Payment to attend seminars and/or upgrading on health and safety matters relevant to the workplace shall be subject to the agreement of the Employer.

20.04 An employee who is injured while at work and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of her work day at her regular rate of pay without reduction of sick leave. The Employer shall bear the costs of any necessary transportation.

20.05 Employees have the right to refuse to perform any unsafe work.

20.06 The Employer acknowledges its responsibility to make all reasonable and proper provisions for the maintenance of high standards of health and safety and ergonomic work environment in the workplace, including a properly heated, ventilated and lighted working environment that is as free as possible from pollution.

ARTICLE 21 TECHNOLOGICAL, PROCEDURAL, ORGANIZATIONAL CHANGES AND SEVERANCE PAY

21.01 Definition, Notice, Disclosure and Consultation

- (a) Wherever possible, the Employer shall provide the Union with up to six (6) months written notice of intention to introduce automated equipment and/or procedural change.
- (b) The Employer agrees to disclose full details of the planned technological and/or procedural changes, which may cause any change to an Employee's normal duties or place of employment.
- (c) The Employer and the Union shall enter into meaningful consultation regarding such technological and/or procedural changes prior to implementation.

21.02 Employees becoming redundant due to new equipment or procedures shall be eligible for re-training to equip them for the operation of such new equipment or procedure, or to qualify for new positions. Such re-training will be provided by the Employer without loss of pay to the affected employees.

21.03 As per Article 21.01 (c), in cases where the re-training of Employees is not practical, or where other positions with the Employer are not available, the Employee(s) shall elect for termination of employment or shall elect to be placed on the recall list. An employee on recall under this Section shall receive health and welfare benefits, excluding retirement, for a period of six (6) calendar months.

21.04 A specified extension of the recall period, where recall is applied under Article 16.03 above, may be mutually agreed by the Employer and Employee, subject to written approval by the Union.

21.05 Severance Pay

All regular employees, whose services are terminated because of automation, changes in procedure, mergers or suspension of business shall receive severance pay. The amount of such severance pay shall be two (2) weeks pay for each year of service to a maximum of sixteen (16) weeks. Benefits shall be maintained for a period of six (6) months. Severance pay shall be payable to an employee immediately upon termination.

ARTICLE 22 HUMAN RIGHTS AND HARASSMENT

22.01 The parties agree that discrimination and/or harassment of any employee because of colour, national origin, religion, age, marital status, sexual orientation, or disability is absolutely prohibited. Every employee has the

right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Action contravening this policy will constitute grounds for discipline.

22.02 Sexual harassment means any repeated and/or unwelcomed words or actions made by a person who knows or ought to know it is unwelcomed and includes but is not limited to the following:

- a) unnecessary touching or patting
- b) suggestive remarks or other verbal abuse
- c) leering at a person's body
- d) compromising invitations
- e) demands for sexual favours
- f) physical assault

22.03 A complainant may either initiate a grievance as per the grievance procedure of the Collective Agreement or file a written complaint with the General Manager or his/her designate and the President of the Local Union and deliver a copy to the alleged harasser.

22.04 The Parties agree that in the event of a complaint of sexual harassment it will be investigated thoroughly by both parties in confidence. Employees reporting any incident of harassment are guaranteed protection from reprisal due to filing such a complaint.

22.05 An arbitrator hearing a complaint or grievance under this article shall have the authority to:

- a) dismiss the grievance or complaint
- b) determine the appropriate discipline up to and including dismissal
- c) decide that the alleged harasser be transferred, demoted or decide to impose other terms or conditions necessary to provide final conclusive settlement of the grievance.
- d) In no event shall the Arbitrator or Arbitration Board have the authority to alter, modify or amend the Collective Agreement in any respect.

22.06 OTHER FORMS OF HARASSMENT

For the purposes of this policy, harassment includes (but is not necessarily limited to) discrimination, interference, harassment or coercion exercised or practised with respect to any member by reason of age, race, creed, colour, place of origin, ethnic origin, citizenship, ancestry native language, political or religious affiliation, beliefs or activities, sex or sexual preference/orientation, gender, marital status, family status, parental status, record of offences except where it refers to bona fide qualification, Acquired Immune Deficiency Syndrome (AIDS), AIDS-related illness, positive Human Immune Deficiency Virus (HIV) test, handicap or disability which does not prevent the performance of the duties of the position or activity .

22.07 Nothing in this article shall be considered to negate the right of an employee to seek compensation through civil action or other legal means for any damages arising from a bona fide complaint of sexual harassment, including but not limited to hearing a Human Rights Complaint.

ARTICLE 23 DURATION

23.01 (a) This Agreement shall be in full force and effect from June 1, 2002 up to and including May 31, 2005 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiration (or immediately preceding the anniversary date in any year thereafter), by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new collective agreement.

- (2) Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement of a new collective agreement.
- (3) The operation of Section 50(2)(3) of the British Columbia Labour Relations Code is hereby excluded.

Dated this _____ day of _____, 2002.

**BY THE EMPLOYER
PARTY OF THE FIRST PART**

**BY THE UNION
PARTY OF THE SECOND PART**

APPENDIX B - WAGE SCHEDULE

<u>Position/Incumbent</u>	<u>June 1, 2002</u>	<u>June 1, 2003</u>	<u>June 1, 2004</u>	<u>October 15, 2004</u> (5 th year - 4% adjustment)
M/P Coord (Crystal)	21.41	22.05	22.71	23.62
Benefits Coord (Leta)	22.26	22.93	23.62	
Controller (Sharon)	31.72	31.72	32.67	
Admin Assistant (Meena)	17.79	18.44	19.10	

· Seniority increase (SI) after 12 months service in one position of 4%.

· SI increase after 60 months service in one position of 4%.

· Annual one cent cost of living adjustment (COLA) for each .073, or portion change in the 1986 CPI. Minimum COLA is zero. Maximum COLA is \$0.20. COLA will not accumulate until June 1, 2002 therefore the first COLA adjustment may be June 1, 2003.

· Probationary rate discounted by 10% for probationary employees (clause 5.01).

· Trial period rate discounted by 5% for duration of trial period (clause 15.04)

· Seniority increases or COLA do not apply to the Office Floater.

· 4% retirement fringe payment based on straight time, overtime, and vacation for duration of agreement.

LETTER OF UNDERSTANDING #1

**Between
IATSE LOCAL 669
And
CAW LOCAL 3000**

RE: SECURITY ISSUES

The Parties agree that the security issues raised by the Union in bargaining, such as security buzzers and door locks, stairwell cameras, monitors and/or electric-eye type systems will be dealt with through the Joint Health and Safety Committee and furthermore will be expeditiously implemented by the Employer where reasonably required for the safety and protection of employees.

Dated this ___ day of _____, 2002

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING #2

**Between
IATSE LOCAL 669
And
CAW LOCAL 3000**

RE: FLEX DAYS

The Parties agree to implement the attached flex day system on a trial basis.

Subject to a joint review at its completion in 2002 , either Party may unilaterally terminate this Agreement if the system is found to be unworkable or disruptive to the workplace or the Employer's operations.

At any time during the life of the Letter of Understanding the Parties may by mutual agreement alter or amend the flex day system.

Dated this _____ day of _____, 2002

FOR THE EMPLOYER

FOR THE UNION

