

**COLLECTIVE AGREEMENT**

**between the**

**DESTINATION CINEMAS (IMAX)**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from October 1, 2003 to September 30, 2005**

**TABLE OF CONTENTS**

**DEFINITIONS ..... 1**

**ARTICLE 1 - PREAMBLE ..... 1**

    1.1 Purpose of Agreement ..... 1

    1.2 Future Legislation ..... 1

    1.3 Use of Terms ..... 1

    1.4 Altering of Terms of Agreement ..... 1

**ARTICLE 2 - MANAGEMENT RIGHTS ..... 1**

**ARTICLE 3 - UNION RECOGNITION AND RIGHTS ..... 2**

    3.1 Bargaining Unit Defined ..... 2

    3.2 Bargaining Agent Recognition ..... 2

    3.3 Correspondence ..... 2

    3.4 No Other Agreement ..... 2

    3.5 No Discrimination for Union Activity ..... 2

    3.6 Recognition and Rights of Stewards ..... 2

    3.7 Bulletin Boards ..... 2

    3.8 Right to Refuse to Cross Picket Lines ..... 2

    3.9 Time Off for Union Business ..... 3

    3.10 Union Insignia ..... 3

**ARTICLE 4 - UNION SECURITY/HIRING ..... 3**

    4.1 Union Membership ..... 3

**ARTICLE 5 - CHECK-OFF OF UNION DUES ..... 3**

**ARTICLE 6 - EMPLOYER & UNION SHALL ACQUAINT NEW EMPLOYEES ..... 4**

**ARTICLE 7 - EMPLOYER-UNION RELATIONS ..... 4**

    7.1 Representation ..... 4

    7.2 Union Bargaining Committee ..... 4

    7.3 Union Representatives ..... 4

    7.4 Technical Information ..... 5

    7.5 Staff Meetings ..... 5

**ARTICLE 8 - GRIEVANCE PROCEDURE ..... 5**

    8.1 Grievance Procedure ..... 5

    8.2 Step 1 ..... 5

    8.3 Time Limits to Present Initial Grievance ..... 5

    8.4 Step 2 ..... 5

    8.5 Time Limit to Reply at Step 2 ..... 6

    8.6 Time Limit to Submit to Arbitration ..... 6

    8.7 Dismissal or Suspension Grievance ..... 6

    8.8 Deviation from Grievance Procedure ..... 6

    8.9 Amending Time Limits ..... 6

    8.10 Technical Objections to Grievances ..... 7

**ARTICLE 9 - ARBITRATION ..... 7**

    9.1 Notice of Intent to Arbitrate ..... 7

    9.2 Single Arbitrator ..... 7

    9.3 Decision of Arbitrator ..... 7

    9.4 Costs ..... 7

    9.5 Amending Time Limits ..... 7

    9.6 Expedited Arbitration ..... 7

<b>ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE.....</b>	<b>8</b>
10.1 Burden of Proof .....	8
10.2 Dismissal .....	8
10.3 Suspension .....	8
10.4 Dismissal and Suspension Grievance.....	8
10.5 Right to Grieve Disciplinary Action .....	8
10.6 Personnel File.....	8
10.7 Right to Have a Steward Present.....	9
10.8 Employee Harassment .....	9
<b>ARTICLE 11 - SENIORITY .....</b>	<b>11</b>
11.1 Seniority Defined .....	11
11.2 Seniority Lists .....	11
11.3 Loss of Seniority .....	11
11.4 Re-employment.....	11
11.5 Bridging of Service.....	12
<b>ARTICLE 12 - PROMOTIONS AND STAFF CHANGES .....</b>	<b>12</b>
12.1 Job Postings .....	12
12.2 Information in Postings .....	12
12.3 Appointment Policy .....	12
12.4 Trial Period .....	12
12.5 Notification to Employee and Union .....	13
12.6 Right to Grieve.....	13
12.7 Vacation Letters .....	13
<b>ARTICLE 13 - LAYOFF AND RECALL .....</b>	<b>13</b>
13.1 Definition of a Layoff.....	13
13.2 Recall.....	13
13.3 Closure of Theatre .....	13
13.4 Notice of Closure .....	13
<b>ARTICLE 14 - HOURS OF WORK SCHEDULES .....</b>	<b>14</b>
14.1 Posting of Rotation .....	14
14.2 Scheduling of Shifts.....	14
14.3 Call Back Provisions.....	14
14.4 Exchange of Shifts .....	14
14.5 Calculation of Time .....	15
14.6 Split Shifts.....	15
14.7 Hours of Work .....	15
14.8 Reporting to Work .....	15
14.9 Assignment of Shifts.....	15
14.10 Projectionist Rest Periods.....	15
<b>ARTICLE 15 - RELIEF PERIODS.....</b>	<b>15</b>
15.1 Rest and Meal Periods .....	15
15.2 Temporary Coverage .....	16
15.3 Rates of Pay for Relief.....	16
<b>ARTICLE 16 - OVERTIME .....</b>	<b>16</b>
16.1 Overtime Entitlement.....	16
16.2 Overtime Compensation.....	16
16.3 Rest Interval .....	16
16.4 Distribution of Overtime .....	16
16.5 Right To Refuse Overtime.....	16
16.6 Averaging Agreement.....	16

<b>ARTICLE 17 - STATUTORY HOLIDAYS.....</b>	<b>17</b>
17.1 Paid Holidays .....	17
17.2 Paid Holiday Pay .....	17
17.3 Holiday Coinciding with a Day of Vacation.....	17
<b>ARTICLE 18 - ANNUAL VACATIONS.....</b>	<b>17</b>
18.1 Annual Vacation Entitlement .....	17
18.2 Vacation Schedules and Preference .....	18
18.3 Call Back on Vacation .....	18
<b>ARTICLE 19 - LEAVE OF ABSENCE.....</b>	<b>18</b>
19.1 Bereavement Leave .....	18
19.2 Full-time Union or Public Duties .....	19
19.3 Leave for Court Appearances.....	19
19.4 Elections.....	19
19.5 General Leave .....	19
19.6 Leave For Writing Exams .....	19
<b>ARTICLE 20 - MATERNITY LEAVE .....</b>	<b>19</b>
20.1 Maternity Leave – As per Employment Standards.....	19
20.2 Seniority Rights on Re-employment.....	19
20.3 Extension of Maternity Leave .....	20
20.4 Parental Leave/Adoption Leave.....	20
<b>ARTICLE 21 - HEALTH AND SAFETY .....</b>	<b>20</b>
21.1 Injury Pay Provision .....	20
21.2 Transportation of Accident Victims.....	20
21.3 WCB First Aid Regulations Manual .....	20
21.4 First Aid Kits.....	20
21.5 Occupational Health and Safety Committee.....	21
<b>ARTICLE 22 - HEALTH AND WELFARE.....</b>	<b>21</b>
<b>ARTICLE 23 - PAYMENT OF WAGES .....</b>	<b>21</b>
23.1 Pay Days .....	21
23.2 Rates of Pay .....	21
23.3 Pay on Temporary Assignment.....	21
<b>ARTICLE 24 - LABOUR-MANAGEMENT COMMITTEE.....</b>	<b>21</b>
24.1 Responsibilities (Objectives).....	21
24.2 Membership .....	22
24.3 Procedure .....	22
24.4 Conduct of Meetings .....	22
<b>ARTICLE 25 - GENERAL CONDITIONS .....</b>	<b>23</b>
25.1 Copies of Agreement.....	23
25.2 Uniforms .....	23
25.3 Marketing Promotional Duties .....	23
25.4 Personnel File.....	23
25.5 Evaluation Reports.....	23
25.6 Mandatory Training .....	23
<b>ARTICLE 26 - TERM OF AGREEMENT .....</b>	<b>23</b>
26.1 Duration .....	23
26.2 Notice to Bargain.....	23
26.3 Agreement to Continue in Force .....	24
26.4 Labour Relation Code Exclusion .....	24

**APPENDIX A - Hourly Rates Of Pay For All Existing Employees..... 26**  
**LETTER OF UNDERSTANDING..... 27**

## DEFINITIONS

For the purpose of this Agreement:

- (1) **"Union"** means the B.C. Government and Service Employees' Union.
- (2) **"Employer"** means Destination Cinema Canada Ltd. (National Geographic IMAX Theatre).
- (3) **"Leave of absence without pay"** means to be absent from duty with permission but without pay.
- (3) **"Layoff"** - it is understood that layoff and recall applies to closure of the theatre for temporary periods, for example, for redecorating, remodelling, expansion, and to a permanent reduction in the regular operating hours of a theatre that causes a reduction of staff. Fluctuations in hours worked which arise in the ordinary course of business and are not related to a permanent reduction in the operating hours of a theatre do not constitute layoff or recall.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The purpose of this Agreement is to provide orderly collective bargaining between the Employer and the Union. Both the Employer and the Union agree that it is in the best interests of both parties to cooperate fully, individually and collectively with one another and thereby agree to abide by the terms set out in this Agreement.

### 1.2 Future Legislation

If any article, section, paragraph, clause or phrase of this Agreement is declared or held illegal, void or unenforceable by Provincial, Federal or other law, or by decision of any court, the remaining provisions of this Agreement shall continue to be valid and in full force and effect and the parties shall immediately meet to review the effect of such change to this Collective Agreement and if necessary attempt to resolve the differences created by such change.

### 1.3 Use of Terms

Singular and Plural - wherever the singular is used, the same shall be construed as meaning the plural if the facts or context require.

### 1.4 Altering of Terms of Agreement

Any modification to this Agreement must be approved in writing by the Employer and the Union.

## ARTICLE 2 - MANAGEMENT RIGHTS

The Union recognizes the right of the Employer to manage its business in all respects in accordance with its commitments and responsibilities and to make and alter from time to time rules and regulations to be observed by employees. The Union further recognizes that the Employer retains all the customary rights, responsibilities and prerogatives of Management except as expressly modified or restricted by a clause of this Agreement.

## ARTICLE 3 - UNION RECOGNITION AND RIGHTS

### 3.1 Bargaining Unit Defined

The bargaining unit shall comprise all employees included in the certificate issued by the Labour Relations Board.

### 3.2 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board applies.

### 3.3 Correspondence

- (a) The Employer agrees that all correspondence sent to the Union shall be sent to the President of the Union, or his/her designate.
- (b) The Employer agrees that a copy of any correspondence that imposes a disciplinary penalty upon any employee in the bargaining unit covered by this Agreement shall be forwarded to the President of the Union or his/her designate.

### 3.4 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives, which may conflict with the terms of this Agreement.

### 3.5 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union, and the Union agrees that no employee's activity or membership in the Union shall in any way interfere with the carrying out of the employee's duties to the Employer.

### 3.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards. A steward, or his/her alternate, shall obtain the permission of the immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave to attend meetings at the request or with the agreement of the Employer shall be with pay. On resuming his/her normal duties, the steward shall notify his/her supervisor. Other duties of the shop stewards as may be assigned by the Union may be performed by the stewards outside of regular working time on the Employer's premises, provided that there is no disruption to the performance of any employee's duties.

### 3.7 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union in the staff room. The use of such bulletin board facilities shall be restricted to the business affairs of the Union. If the Union wishes to supply, the bulletin boards shall be covered with plexiglass and locked to prevent unauthorized material being placed upon or removed from the board.

### 3.8 Right to Refuse to Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code of British Columbia unless the picket line has been

declared to be unlawful by the Labour Relations Board. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

### **3.9 Time Off for Union Business**

Leave of absence without pay and without loss of seniority will be granted:

- (a) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (b) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
- (c) for no more than two (2) employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee or to carry on negotiations with the Employer;
- (d) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board.

### **3.10 Union Insignia**

A Union member shall have the right to wear insignia pins of the Union.

## **ARTICLE 4 - UNION SECURITY/HIRING**

### **4.1 Union Membership**

- (a) It is mutually agreed that in respect to the hiring of employees, the Employer shall have the right to select and engage persons of its choosing. The probationary period shall be sixty (60) shifts worked. If, after the probationary the employee is found suitable by the Employer, it is also agreed such employee must then immediately apply for membership and join the Union.
- (b) The Employer agrees that as a condition of continued employment any employee who is a member of the Union or who hereafter becomes a member of the Union shall remain a member thereof. The Union will notify the Employer in writing of any of its employees who have failed to become, or ceased to be, members of the Union.

## **ARTICLE 5 - CHECK-OFF OF UNION DUES**

- (a) The Employer shall, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union. The Union will provide the Employer a schedule of dues to be deducted, and the Union has the right to change the dues structure to be deducted from the employees by giving thirty (30) days written notice to the Employer.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made in each payroll period, and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee. In addition, the Employer will provide the following information on each employee: social insurance number, address with postal code, birth date, and employee's home phone number.
- (e) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (f) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the preceding year. Such receipt to be provided no later than March 1 of each year.

#### **ARTICLE 6 - EMPLOYER & UNION SHALL ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her steward, and introduced to the steward if he/she is on the same shift.

#### **ARTICLE 7 - EMPLOYER-UNION RELATIONS**

##### **7.1 Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

##### **7.2 Union Bargaining Committee**

A Union Bargaining Committee shall be appointed by the Union and shall consist of up to two (2) members of the Union together with the President of the Union or his/her designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

##### **7.3 Union Representatives**

- (a) Upon receiving permission from the Employer, which shall not be unreasonably refused, the Employer agrees that access to its premises may be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance. Members of the Union staff shall request such permission from the designated manager in advance of their intention and state their purpose for entering and shall not interfere with the operation of the theatre nor meet with any employee who is carrying on their scheduled work duties.
- (b) Upon receipt of a written request, the Employer may, in its discretion, allow time on the agenda of any course, seminar, workshop or staff meeting held by the Employer for a Staff Representative from the Union to speak.

#### **7.4 Technical Information**

The Employer agrees to provide the Union such information on age, marital status, number of dependants and current classification as is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

#### **7.5 Staff Meetings**

When Special or Regular Company meetings, inclusive of fire drills, are called and employees are required to attend, same shall constitute a two hour minimum call when meeting time is not held prior to, or consecutive with, call for work time. If called consecutively with call for work time, the minimum call shall be one-half (½) hour.

### **ARTICLE 8 - GRIEVANCE PROCEDURE**

#### **8.1 Grievance Procedure**

- (a) The Employer and the Union recognize that grievances may arise concerning:
  - (1) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement or arbitral award, including a question as to whether or not a matter is subject to arbitration; or
  - (2) the dismissal, discipline or suspension of an employee bound by this Agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure under this Article.

#### **8.2 Step 1**

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated Management representative. The aggrieved employee shall have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee or the Union may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or Union staff representative.

#### **8.3 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in a manner prescribed in Article 8.2, must do so no later than fourteen (14) days after the date:

- (a) On which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- (b) On which he/she first became aware of the action or circumstances giving rise to the grievance.
- (c) This time limit is mandatory and a grievance not filed within this time limit shall be deemed abandoned.

#### **8.4 Step 2**

- (a) Subject to the time limits in Article 8.3, the employee or Union may present a grievance at this level by:
  - (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;

- (2) stating the Article or Articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required;
  - (3) transmitting the grievance through the Union steward, to the designated Management representative.
- (b) The Management representative will:
- (1) sign and date the grievance as received at Step 2; and
  - (2) if applicable, forward the grievance to the representative of the Employer authorized to deal with the grievances at Step 2.
- (c) In the event the Employer has a grievance concerning the interpretation, application, administration or alleged violation of the Collective Agreement, the grievance shall be filed in writing with the Union President. If the grievance is not resolved within fourteen (14) calendar days, the grievance may be referred to arbitration pursuant to Article 8.12.

### **8.5 Time Limit to Reply at Step 2**

Within fourteen (14) calendar days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee(s) grievance.

### **8.6 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 2 and pursuant to Article 8.5, the President or his/her designate, may inform the Employer of his/her intention to submit the dispute to arbitration within twenty one (21) calendar days after the Employer's decision has been received or twenty one (21) calendar days after the Employer's decision was due, whichever occurs first.

### **8.7 Dismissal or Suspension Grievance**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within fourteen (14) calendar days of the date on which the dismissal occurred, or within fourteen (14) calendar days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within fourteen (14) calendar days of the date on which the suspension occurred, or within fourteen (14) calendar days of the employee receiving notice of suspension.

### **8.8 Deviation from Grievance Procedure**

The Employer agrees that, after the Union has initiated a grievance, the Employer's representative will not enter into a discussion or negotiation with respect to the grievance, whether directly or indirectly with the aggrieved employee without the consent of the Union.

In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

### **8.9 Amending Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

### **8.10 Technical Objections to Grievances**

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principals and the justice of the case.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notice of Intent to Arbitrate**

Where a difference arising between the parties related to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure notify the other party within twenty one (21) calendar days of the receipt, or due date, of the reply at the second step, of its desire to submit the difference or allegation to arbitration.

### **9.2 Single Arbitrator**

The party desiring arbitration shall notify the other party in writing of the particulars of the matter in dispute and will make recommendations as to an appropriate arbitrator.

- (a) The party receiving the notice shall, within five (5) days thereafter, advise the submitting party as to whether they will accept the proposed arbitrator and if not, will submit names in response.
- (b) If the parties cannot agree on an arbitrator, then either party may apply to the Minister of Labour to appoint an arbitrator.

### **9.3 Decision of Arbitrator**

The decision of the Arbitrator shall be final, binding and enforceable on the parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement, which he/she deems just and equitable. However, the Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

### **9.4 Costs**

Each party shall pay one-half (½) of the fees and expenses of the Arbitrator. Each party shall pay its own costs and expenses of arbitration.

### **9.5 Amending Time Limits**

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

### **9.6 Expedited Arbitration**

By mutual agreement, a grievance may be placed into the expedited arbitration process, the process for which shall be as follows:

- (a) The parties agree that one of the following will sit as an expedited arbitrator:

John McConchie	Rob Germaine
Bob Pekeles	Brian Foley

- (b) The arbitrator shall hear the grievance and shall render a decision with two (2) workdays of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (c) Expedited Arbitration awards shall be of no precedential value and shall not there be referred to by the parties in respect of any other matter.

## **ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **10.1 Burden of Proof**

In all cases of discipline, the burden of proof of just and reasonable cause shall rest with the Employer.

### **10.2 Dismissal**

An Employer representative may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for the dismissal and will be made available to the employee within five (5) days of the time of discipline is imposed, and shall be copied to the Union. In the event that the Employer fails to provide reasons for the dismissal in writing within five (5) days of the dismissal, the employee shall be thereafter be deemed to be on leave with pay until such time as written reasons are provided.

### **10.3 Suspension**

An Employer representative may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension and will be made available to the employee within five (5) days of the time the discipline is imposed. In the event that the Employer fails to provide reasons for the suspension in writing within five (5) days of the commencement of the suspension, the employee shall be thereafter be deemed to be on leave with pay until such time as written reasons are provided.

### **10.4 Dismissal and Suspension Grievance**

All dismissals and suspensions will be subject to formal grievance procedure under Article 8 of this Agreement. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (5) days of the action being taken. In the event that the Employer fails to provide a copy of such notice within five (5) days of the dismissal or the commencement of the suspension, the employee shall be thereafter be deemed to be on leave with pay until such time as notice is forwarded.

### **10.5 Right to Grieve Disciplinary Action**

Disciplinary action, grievable by the employee, shall include dismissal letters, suspension letters, written censures, and letters of reprimand. An employee shall be given a copy of any such document placed on the employee's file, which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.

### **10.6 Personnel File**

An employee, or the President of the Union or his/her designate, shall, with the written authority of an employee, be entitled to review an employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such files.

Upon the employee's request, any letters of reprimand and written censures, where no other discipline was imposed e.g. suspension, dismissal, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.

Where a formal appraisal of an employee's performance is carried out the employee shall be given the opportunity to read, review and ask questions about the appraisal. If the employee disagrees with the appraisal he/she may put his/her comments in writing and these shall be attached to the appraisal and form part of that document in his/her personnel file.

#### **10.7 Right to Have a Steward Present**

- (a) An employee, upon advising the Employer, shall be entitled to have his/her shop steward present at any meeting where the Employer intends to impose discipline (other than verbal warnings) on the employee, provided this does not result in an undue delay of the action being taken.
- (b) A steward shall have the right to consult with a staff representative of the Union and to have a local Union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward; providing that this does not result in an undue delay of the appropriate action being taken.

#### **10.8 Employee Harassment**

- (a) The Employer acknowledges and affirms its obligation to prohibit discrimination and harassment in respect of employment by reason of race, ancestry, political beliefs, national or ethnic origin, colour, religion, age, sex, marital status, family status, disability, criminal conviction for which a pardon has been granted, or sexual orientation, in accordance with the Human Rights Act.
- (b) In the event of a violation of this provision by the Employer, and the matter proceeds by way of an arbitration, an arbitrator shall have the jurisdiction to hear the complaint and shall have the remedial powers set out in the Human Rights Act.
- (c) The Employer, the Union and the employees recognize the right of all person employed by Destination Cinema Canada Ltd. (National Geographic IMAX Theatre) to work in an environment free from sexual harassment. For the purposes of this collective agreement, sexual harassment means conduct, comment, gesture or contact of a sexual nature:
  - (1) that is likely to cause offence or humiliation to any employee; or
  - (2) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- (d) Sexual harassment is a serious disciplinary infraction and will be dealt with as such by the Employer. The Employer will take such disciplinary measures, as the Employer deems appropriate against any person under its direction who subjects any employee to sexual harassment.
- (e) Where an employee alleges sexual harassment, either directly or through the Union on the employee's behalf, the Employer shall:
  - (1) investigate the matter;
  - (2) maintain a strict degree of confidentiality and will not disclose the name of a complainant or circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigation the complaint or taking disciplinary measures in relation thereto; and
  - (3) take appropriate action to resolve the problem.

(f) It is a discriminatory practice for a person against whom a complaint has been filed or any person acting on their behalf, to retaliate or threaten retaliation against the individual who filed the complaint or the alleged victim.

(g) *Procedures:*

(1) Before proceeding to the formal complaint mechanism, an employee who believe he or she has a complaint of discrimination may approach supervisory personnel, a Union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction, the matter is deemed resolved.

(2) If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter for assistance in resolving the issue within six (6) months of the alleged occurrence. The manager will investigate the allegation and take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee. The manager will discuss the proposed resolution with the employee. The employee may have a Union representative present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.

(3) If the proposed resolution is not acceptable, the employee may refer the matter, through the Union, in writing to the Personnel Director (or designate) within thirty (30) days of receiving the Director's response or when the response was due.

(4) A written complaint shall specify the details of the allegation(s) including:

- (i) name and title of the respondent;
- (ii) a description of the action(s), conduct, events or circumstances involved in the complaint;
- (iii) the specific remedy sought to satisfy the complaint;
- (iv) date(s) of incidents'
- (v) name(s) of witnesses (if any)
- (vi) prior attempts to resolve (if any).

(5) The Personnel Director (or designate) will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolution within thirty (30) days, or such later date as may be mutually agreed by the Employer and the Union.

(6) Where a complaint involves alleged misconduct on the part of a member of the bargaining unit, the Union shall be obliged to participate in the investigation, shall be apprised of the results of the investigation by the Employer and shall have the option of recommending a resolution to the complaint within a reasonable time after being apprised of the Employer's proposal to resolve the complaint. In the event that the Employer adopts the Union's proposed resolution, the Union shall be deemed to have settled the dispute on behalf of all affected members of the bargaining unit and shall not be entitled to grieve the disposition of the complaint. In lieu of making such a recommendation, the Union shall have the option of remitting such a complaint to an Investigator selected from the following persons:

Hanna Jensen  
Gwen Brodsky  
Anita Braha

(7) The Investigator's factual determinations shall be binding. The parties may agree that the disciplinary penalties to be imposed, if any, are also binding. The costs of the Investigator's investigation shall be shared equally between the Employer and the Union.

(8) This Clause does not preclude an employee from filing a complaint under the Human Rights Act; however, an employee shall not be entitled to duplication of process. Where an employee makes a complaint to the Human Rights Commission, the complaint shall not be arbitrable and the Union in respect of such a complaint shall file no grievance.

## ARTICLE 11 - SENIORITY

### 11.1 Seniority Defined

For the purpose of vacation entitlement and increment steps on the wage schedule, seniority shall be defined as length of service, calculated by total hours of employment, as an employee of the Employer commencing at the end of the probationary period and shall include service with the Employer prior to the certification or recognition of the Union.

### 11.2 Seniority Lists

The Employer shall maintain a service seniority list showing the total hours of service for each employee with the Employer. An up-to-date seniority list shall be sent to the President of the Union and posted on all bulletin boards on January 1<sup>st</sup> and July 1<sup>st</sup> of each calendar year.

### 11.3 Loss of Seniority

- (a) An employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, shall not accrue seniority for leave periods over thirty (30) calendar days.
- (b) An employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority during the leave period; provided that, upon returning, the employee shall accept the first available position in the employee's original classification.
- (c) An employee shall continue to accrue seniority if he/she is absent from work with pay or is on Employer related Worker's Compensation wage loss replacement benefits.
- (d) An employee shall lose all seniority if the employee:
  - (1) is discharged for just cause;
  - (2) subject to Article 10.5, voluntarily quits his/her employment or abandons his/her position;
  - (3) is on layoff for more than six (6) months unless extended under Article 11.3;
  - (4) is absent for three (3) consecutive working days, except through scheduling, without notifying the Employer, unless a reason satisfactory to the Employer is provided;
  - (5) fails to report for work within seven (7) calendar days after being notified by the Employer of a recall from layoff unless a reason satisfactory to the Employer is provided.

### 11.4 Re-employment

An employee who resigns and within sixty (60) days is re-employed shall be granted a leave of absence without pay covering those days absent and, effective the date of re-employment, shall retain all rights in relation to seniority and other fringe benefits.

### 11.5 Bridging of Service

If an employee terminates as a result of a decision to raise a dependent child or dependent children, and is re-employed, upon application he/she shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority.

The following conditions shall apply:

- (a) the employee must have at least three (3) years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six (6) years; and during that time the employee must not have been engaged in remunerative employment for more than six (6) months;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

## ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

### 12.1 Job Postings

When a vacancy of a regular nature, full time or part-time, is to be filled inside the bargaining unit the Employer shall post notice of the position in the Employer's office, and on the bulletin board for a minimum of seven (7) calendar days so that all members will know about the vacancy or new position.

### 12.2 Information in Postings

Such notice shall contain the following information: nature of position, qualification, required knowledge and education, skills and wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All job posting shall state *"This position is open to male and female applicants."*

### 12.3 Appointment Policy

- (a) Vacancies for all positions in the bargaining unit shall be posted within the bargaining unit.
- (b) Positions will be awarded based on qualifications as contained in the job postings. The factors used to determine qualification shall be education, skills knowledge, ability and experience; in the event that applicants for a given position are equally qualified, the position shall be awarded to the applicant with the greater seniority in the bargaining unit.
- (c) In the event that the qualifications of the external and internal applicants for a given position are equal, priority in appointment shall be given to the internal applicant.

### 12.4 Trial Period

When an existing regular employee fills a vacancy, conditional on satisfactory service the employee shall be declared permanent after a period of three (3) calendar months. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may, after notifying the Union, extend the period for a further three (3) months. If the employee proves unsatisfactory in the position or wishes to return to his/her former position, he/she shall be returned to his/her former job transferred because of the re-arrangement of positions shall be returned to his/her former positions and wage or salary rate without loss of seniority.

### **12.5 Notification to Employee and Union**

The Employer agrees, at the request of unsuccessful applicants, to discuss reasons for not being promoted and areas where the employee can improve opportunities for advancement.

### **12.6 Right to Grieve**

Where an employee feels that he/she has been aggrieved by a decision of the Employer related to promotion, demotion or transfer, the employee may grieve the decision at Step 2 of the grievance procedure in Article 8 of this Agreement within seven (7) days of being notified of the results.

### **12.7 Vacation Letters**

Employees who will be absent from duty on vacation for more than seven (7) calendar days will be entitled to file a letter with their supervisor indicating positions they would apply for should vacancies occur while they are absent. Such letter(s) will only be valid for the duration of the vacation, subject to the employee providing the Employer with information as to where he/she may be contacted and the employee being available to attend any required interviews.

## **ARTICLE 13 - LAYOFF AND RECALL**

### **13.1 Definition of a Layoff**

All layoffs shall be done in reverse order of seniority provided the employees remaining have the ability to properly perform the assigned duties. It is understood that the Employer must show just reasons for any layoff that is not in reverse order of seniority.

### **13.2 Recall**

Recall shall be in order of seniority provided the employee to be recalled has the ability to properly perform the duties of the position to which the recall applies. It is understood that the Employer must show just reasons for any recall that is not done in order of seniority.

### **13.3 Closure of Theatre**

In the event that the Employer determines that the theatre is to be permanently closed, employees with one (1) or more years seniority shall be entitled to a minimum of three (3) months notice that their jobs in that theatre will be terminated, save and except that the Union agrees that three (3) months notice need not be given in the event of closures caused by acts of God, fire, or other emergency circumstances, or in the event of a business decision made by the Employer not known by local Management prior to the three (3) month notice period.

### **13.4 Notice of Closure**

- (a) Copies of notices pursuant to Article 13.3 shall be delivered to the Union in a timely fashion.
- (b) Employees who are working thirty (30) hours or more per week at the time that they are given notice of termination due to closure of a theatre may opt to terminate their employment by accepting severance pay as follows:
  - (1) two (2) weeks salary for the first completed year of service and thereafter one (1) week's salary for each continuous year of service to a maximum of eight (8) weeks;
  - (2) for the purposes of calculating wage entitlement under Article 13.5(a) above, one (1) week's salary shall be an average of the employee's weekly wage during the ten (10) weeks prior to the date on which the employee received notice of termination pursuant to Article 13.5;

(3) it is understood that the option of severance pay is available only should the employee eligible under this clause not be offered employment which would allow the employee to work twenty-five (25) or more hours per week within fifteen (15) miles of the closed theatre. Further, if an employee is offered work at less than twenty-five (25) hours per week and accepts that position, then there is no entitlement to severance pay.

## **ARTICLE 14 - HOURS OF WORK SCHEDULES**

### **14.1 Posting of Rotation**

Subject to Article 14.3, the schedule of shifts to be worked shall be posted at least one (1) week before the date of implementation.

### **14.2 Scheduling of Shifts**

- (a) The parties to this collective agreement recognize that scheduling and shift assignments have been undertaken taking into account the operational requirements of the employer and the skill, ability, availability and seniority of the employees.
- (b) An employee who has accepted a shift that has been established by the employer shall be entitled to retain that shift unless there is a reduction of hours necessitating a reduction of hours within that shift.
- (c) The Employer shall post any new shift for at least one (1) week before assigning the shift on a permanent basis. In the interim, the employer shall be entitled to assign the new shift on a temporary basis. The posting shall be carried out pursuant to Article 12. A shift assignment of less than four (4) hours in a day is not required to be posted. A temporary assignment of six months or less is not required to be posted.
- (d) Where the Employer establishes a new shift, any employee shall be entitled to apply for that shift, either instead of or in addition to his or her own existing shift, provided that the total hours of work do not exceed eight (8) hours in any one day or 40 hours in any one week.
- (e) In the event of a reduction in the total number of hours to be scheduled, the Employer shall first reduce the numbers of hours assigned to the employee with the least seniority currently working during the hours of operation subject to the reduction.
- (f) Where an employee returns from a leave in excess of six (6) months he or she shall be entitled to return to the same classification at the same number of hours per week based on the average number of hours worked in the twelve (12) weeks prior to commencing leave.

### **14.3 Call Back Provisions**

When an employee is called or reports for work on regular schedule and finds the schedule has been changed without proper notification twenty-four (24) hours, such employee shall receive four (4) hours pay for any originally scheduled time not worked because of the change in schedule.

### **14.4 Exchange of Shifts**

Employees may exchange shifts provided that notice in writing is provided to the Employer by both employees involved in the exchange twenty-four (24) hours in advance of an exchange provided that the Employer has approved the change and the resulting change of shifts does not create overtime.

**14.5 Calculation of Time**

Time shall be computed from the time the employee is regularly scheduled to report for work, provided that the employee is available for work at that time.

**14.6 Split Shifts**

No employee shall be required to work a split shift without the employee's consent.

**14.7 Hours of Work**

Unless expressly stated in this Agreement, the schedules of hours of work and days of work shall not be construed as providing a guarantee of work or pay to any employee.

**14.8 Reporting to Work**

Employees reporting for work shall receive in any one day a minimum of four (4) hours pay at the prevailing rate for that day.

**14.9 Assignment of Shifts**

It is recognized that Management shall have the right to assign additional shifts subject to operational requirements provided shifts are offered on the basis of seniority, availability, and capability.

**14.10 Projectionist Rest Periods**

The projectionist employee shall receive fifteen (15) minutes paid preparatory time at the prevailing hourly rate. This time shall be worked immediately prior to screen time or the build up time for each performance, and shall be used for maintenance and preparatory work only. This shall be part of contracted time.

**ARTICLE 15 - RELIEF PERIODS****15.1 Rest and Meal Periods**

(a) Relief periods shall be provided for as follows:

Four to five hours	One paid break of fifteen (15) minutes
Greater than five to six hours	One paid break of fifteen (15) minutes and one unpaid break of fifteen (15) minutes
Greater than six to seven hours	One paid break of fifteen (15) minutes and one unpaid break of fifteen (15) minutes
Greater than seven to eight hours	One paid break of thirty (30) minutes and one unpaid break of thirty (30) minutes

(b) Projectionists shall either be entitled to take breaks as set out above or shall be paid on a straight time basis in addition to the hours worked during the shift for any break that cannot be taken. The Employer shall endeavour to provide relief for projectionists for the purposes of allowing them to take breaks.

### **15.2 Temporary Coverage**

- (a) Any member of the bargaining unit may be called upon to temporarily cover another's duties.
- (b) Where temporary relief is covered by an employee with a lesser rate of pay, the employee relieving shall receive the higher rate for all time so worked, the only exception shall be the first accumulated sixty (60) minutes if the total time so worked in any one day is sixty (60) minutes or less. If the relief period extends beyond (60) minutes, then the higher rate shall apply from the first minute.

### **15.3 Rates of Pay for Relief**

Employees scheduled to work relief shall receive the contract rate of pay for that classification for all time so worked.

## **ARTICLE 16 - OVERTIME**

### **16.1 Overtime Entitlement**

All time worked over eight (8) hours in any one day, or over forty (40) hours in any one week shall be considered as overtime, and all such time shall be paid for at the rate of time and one-half the regular rate except as otherwise provided in the Agreement.

### **16.2 Overtime Compensation**

Overtime shall be computed in one-minute periods and paid for at the prescribed rate.

### **16.3 Rest Interval**

An employee required to work overtime beyond his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to all hours worked on the regular shift, which fall within the eight (8) hour period.

### **16.4 Distribution of Overtime**

The Employer shall make an effort to distribute overtime and/or additional time (i.e., time added to an employee's scheduled shift) on an equitable basis within a classification among the employees in the classification who are on duty on that shift and are capable of performing the work required. It is understood that overtime and additional time on a shift are not distributed by seniority.

### **16.5 Right To Refuse Overtime**

All employees shall have the right to refuse to work overtime and/or additional time (i.e., time added to the employee's scheduled shift), provided that, in the event no employee has consented to work the overtime, the Employer may assign the work to the junior employee(s) in the classification who is capable of performing the work.

### **16.6 Averaging Agreement**

An employee who requests in writing, an averaging agreement, for the purpose of working longer hours in one day as per Article 14 and as prescribed in the Employment Standards Act, overtime shall not be paid. The Union will receive a signed copy of any averaging agreement. An employee requesting a variable schedule will put their request in writing to the Employer.

**ARTICLE 17 - STATUTORY HOLIDAYS**

**17.1 Paid Holidays**

The following days shall be recognized by the Employer as statutory holidays:

- |               |                  |
|---------------|------------------|
| New Years Day | Labour Day       |
| Good Friday   | Thanksgiving Day |
| Victoria Day  | Remembrance Day  |
| Canada Day    | Christmas Day    |
| B.C. Day      |                  |

and any other day which may be proclaimed as a statutory holiday by the Provincial Governments.

**17.2 Paid Holiday Pay**

Employees who have been in the employ of the Employer for thirty (30) days or more and who worked on at least fifteen (15) of the thirty (30) calendar days immediately preceding the general holiday are entitled to the following:

- (a) Time and one-half for the first eleven (11) hours worked on the holiday, double time for all hours worked in excess of eleven (11) hours on the holiday plus a regular day’s pay (based on the average pay earned for the days worked in the four weeks prior to the holiday); or
- (b) At the Employer’s option, the Employer may pay the employee wages for the holiday at the regular rate of pay and give the employee a regular working day off with pay not later than the next annual vacation or on termination, whichever first occurs.
- (c) Where the employee is not called for work, or is on scheduled day off on a statutory holiday, the employee shall be paid at straight time rates for the day (based on the average pay earned for the days worked in the four weeks prior to the holiday).

**17.3 Holiday Coinciding with a Day of Vacation**

Where an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

**ARTICLE 18 - ANNUAL VACATIONS**

**18.1 Annual Vacation Entitlement**

- (a) Vacation entitlement shall be as follows:
  - After the first completed year of service.....two (2) weeks
  - After five completed years of service .....three (3) weeks
- (b) For the purpose of computing an employee's vacation pay, the following formula will be used:

Entitlement	Percentage of Gross Annual Earnings
Two Weeks	4%
Three Weeks	6%

- (c) Employees who work less than full time hours shall have the option to receive vacation pay biweekly.

### 18.2 Vacation Schedules and Preference

- (a) Vacation preference shall be based on service seniority. Schedules shall be completed and approved by April 30<sup>th</sup> of each year. An employee who does not indicate his/her selection by April 30<sup>th</sup> shall not be able to exercise his/her seniority rights for that year and shall be required to give thirty (30) calendar days notice of his/her vacation selection and the Employer will make every reasonable effort to comply with the vacation selection subject to operational requirements.
- (b) Employees may split their vacation entitlement into weekly blocks. Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "*first*" vacation periods have been posted. Seniority shall also prevail in the choice of the third vacation period, but only after all other "*first*" and "*second*" vacation periods have been posted.
- (c) Vacation schedules, once approved by the Employer, shall not be changed, except by mutual agreement between employee and Employer.

### 18.3 Call Back on Vacation

Employees who have commenced their annual vacation shall not be called back to work, unless they agree.

## ARTICLE 19 - LEAVE OF ABSENCE

### 19.1 Bereavement Leave

- (a) In the case of death in the immediate family, an employee shall be entitled to leave, at her/his regular rate of pay. Such paid leave shall be three (3) workdays. Upon request, the Department Head may approve an additional two (2) workdays' paid leave for the purposes of travelling long distances. Part-time employees shall receive bereavement leave on a pro-rate basis. (For example, an employee who works fifteen (15) hours during the week, would only be entitled to fifteen (15) hours of bereavement leave.)
- (b) In the case of the death of a parent-in-law, spouse of an in-law, grandparent, son or daughter-in-law, niece, nephew, cousin, aunts, uncles, grandparent-in-law, aunt or uncle-in-law such leave shall be without pay.
- (c) "*Immediate family*" is defined as an employee's parent, step-parent, legal guardians, former guardians, spouse, child, brother, sister, foster child, foster parent, or the foster child or ward of a parent of the employee and grandchild.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits. Where the employee is not required to travel long distances to attend the funeral from the location of his or her vacation, the employee shall not be entitled to the two (2) additional travel days referred to in Clause 19.1(a).
- (e) Where established ethno-community, religious or spiritual practices provide for ceremonial occasions other than the bereavement period in (1) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion.

**19.2 Full-time Union or Public Duties**

The Employer shall grant, on written request, leave of absence without pay:

- (a) For employees to seek election in a municipal, provincial, or federal election, for a maximum period of ninety (90) days.
- (b) For employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year.
- (c) For employees elected to a public office for a maximum period of five (5) years.
- (d) For an employee elected to the position of President or Secretary-Treasurer of the Union, the leave shall be for a period of two (2) years and shall be renewed upon request of the Union.

**19.3 Leave for Court Appearances**

- (a) The Employer shall grant unpaid leave to employees, other than employees on leave without pay, who serves as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) Court actions arising from the ordinary course of employment, requiring attendance at court by the Employer, shall be with pay.
- (d) For all the above leaves, the employee shall advise his/her Manager as soon as he/she is aware that such leave is required.

**19.4 Elections**

Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

**19.5 General Leave**

Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee after one year's employment for up to one (1) month for emergency or unusual circumstances; such request to be in writing and approved by the Employer. Approval shall not be withheld unjustly but leaves may be refused in peak business periods, or when such leave may be detrimental to the operation of the theatre. Such leave may be extended in the discretion of the Manager.

**19.6 Leave For Writing Exams**

Leave of absence without pay may be granted to allow employees to write examinations. Such leave shall not be unreasonably withheld.

**ARTICLE 20 - MATERNITY LEAVE**

**20.1 Maternity Leave – As per Employment Standards**

**20.2 Seniority Rights on Re-employment**

- (a) An employee who returns to work after the expiration of maternity or adoption leave shall retain the seniority she/he had accumulated prior to commencing maternity or adoption leave and shall be

credited with seniority for the period of time covered by the maternity or adoption leave pursuant to the formula set out in Article 20.

(b) An employee shall be deemed to have resigned on the date upon which her maternity or his/her adoption leave commenced if an application for re-employment is not made one (1) month prior to the expiration of the leave or if she/he does not return to work after having applied for re-employment.

### **20.3 Extension of Maternity Leave**

Maternity leave may be extended for up to an additional six (6) months where the employee can demonstrate that such extension is necessary.

### **20.4 Parental Leave/Adoption Leave**

(a) Upon written request, an employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay, following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.

(b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks parental leave between them.

(c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.

(d) Leave taken under this clause shall commence;

(1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 18.1 or 18.2;

(2) in the case of a father, following the birth or adoption of the child and conclude within the fifty-two (52) week period after the birthdate or adoption of the child. Such leave request must be supported by appropriate documentation.

## **ARTICLE 21 - HEALTH AND SAFETY**

### **21.1 Injury Pay Provision**

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of his/her shift.

### **21.2 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

### **21.3 WCB First Aid Regulations Manual**

The Employer agrees that an up-to-date copy of the WCB First Aid Regulations will be kept in the Manager's office and will be made available to the employees upon request.

### **21.4 First Aid Kits**

The Employer shall ensure that an industrial first aid kit shall be kept on the premises at all times. These kits shall be properly stocked at all times. Employees shall immediately report all injuries to the Manager.

## 21.5 Occupational Health and Safety Committee

The parties shall be bound by the Workers Compensation Act. Where the Occupational Health and Safety regulations require bargaining unit representation, such representatives shall be selected from the bargaining unit in the manner determined by the Union.

## ARTICLE 22 - HEALTH AND WELFARE

- (a) The Employer shall provide the same health and welfare coverage for full-time employees as are made available to excluded supervisory personnel. Employees shall be eligible for such coverage after completion of twelve consecutive months (based on 35 hours per week) of full-time service. Employees as at the date of ratification shall be entitled to coverage after nine consecutive months of full-time service.
- (b) An employee shall cease to be eligible for coverage upon termination of employment or upon averaging less than 35 hours of active employment per week for two consecutive months.
- (c) Employees will be given a copy of the Group Benefits Policy Document.
- (d) A copy of the Master Contract with carriers will be sent to the Union.
- (e) Upon return from weekly indemnity or long term disability an employee will be returned to his or her former position.

## ARTICLE 23 - PAYMENT OF WAGES

### 23.1 Pay Days

- (a) All employees shall be paid twice monthly.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the paycheque for each pay period.

### 23.2 Rates of Pay

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement. For information purposes the applicable rates of pay are recorded as Appendix A.
- (b) The distribution of paycheques shall be done in a manner that the details of the paycheque shall be confidential.

### 23.3 Pay on Temporary Assignment

In the event an employee performs the duties of a higher rated position for greater than four (4) hours in a shift, he or she shall receive higher rate of pay for each hour of the temporary assignment.

## ARTICLE 24 - LABOUR-MANAGEMENT COMMITTEE

### 24.1 Responsibilities (Objectives)

The Labour-Management Committee provides a forum in which Union and Employer concerns or problems may be addressed and discussed informally outside of negotiations or grievance/arbitration procedures. The Committee shall endeavour to maintain harmony between the Employer and its employees, establish a means of open communication, solve problems and provide feedback on management practices and labour activities.

The Parties agree to meet on a regular basis during the term of the Collective Agreement to discuss areas of the Collective Agreement that can be identified as problem areas either to the Union or the Employer.

The Principles may resolve these problem areas by mutual agreement. In the event such mutual agreed resolve requires any change to the Collective Agreement, then such change will be implemented during the next round of negotiations or sooner in the Principles agree.

#### **24.2 Membership**

The Committee shall be comprised of two (2) Employer representatives and two (2) Union representatives. The Employer will appoint management representatives on the Committee and Union representatives will be appointed by the Union and will generally be the Bargaining Committee responsible for negotiating the current Collective Agreement. When the agenda involves an operational worksite issue, a Union-appointed steward(s) will be invited to attend.

#### **24.3 Procedure**

Each Party shall appoint a person to act as their Coordinator on the Committee. Staff members and Department Heads who wish consideration of problems or administrative and operational matters by the Labour-Management Committee shall bring such matters to the attention of their respective Coordinators of the Committee. Each Coordinator will consider the matter and provide verbal or written notice of their desire to schedule a meeting or provide information for agenda preparations. The Union and Management Coordinators will be responsible for:

- (a) arranging time, dates, and location of meetings;
- (b) preparing an agenda of discussion items;
- (c) notifying their respective Committee members of the intended meeting;
- (d) ensuring that the meeting agenda is circulated to all Committee Members in advance of the meeting date and that any necessary reference material accompanies the agenda.

#### **24.4 Conduct of Meetings**

- (a) Meetings shall be called by agreement of the Parties as reasonably required.
- (b) The Committee shall appoint a Chairperson. The appointment to Chairperson shall take place on a rotational basis, alternating between the Union and Management representatives.
- (c) A Recording Secretary shall be present at all meetings of the Committee and minutes of the proceedings will be recorded, transcribed, and typed in draft form for review within one (1) week period. Each Party shall have a minimum of two (2) persons review the draft minutes and, upon agreement by both Parties, these two (2) persons shall sign the minutes as being approved. Once approved the posting of the minutes may take place and the minutes will be distributed to each Committee member for adoption at the subsequent meeting. Minutes will be posted at all bulletin board locations.
- (d) Upon mutual consent of the Parties, issues of a time sensitive of confidential nature will be recorded as an "*in camera*" set of minutes, not to be distributed on bulletin boards.
- (e) The Committee shall be responsible for ensuring that proper limits of authority and confidentiality are respected.

## ARTICLE 25 - GENERAL CONDITIONS

### 25.1 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. For this reason the Union shall print and distribute sufficient copies of the Agreement to all bargaining unit employees. The Union and the Employer will share the costs associated equally.

### 25.2 Uniforms

Where the Employer requires employees to wear special uniforms and distinctive wearing apparel, the Employer shall pay each employee fifty cents (50) per shift to launder such clothing, or the actual cost of dry-cleaning, if deemed necessary by the Employer.

### 25.3 Marketing Promotional Duties

An employee shall have the right to refuse to perform special marketing or promotional duties which entail performing acts or wearing costumes which the employee has reasonable grounds to believe will subject her or him to public embarrassment, ridicule, humiliation or indignity. In the event the employee exercises this right, the Employer shall assign the employee alternative work if available.

### 25.4 Personnel File

In the event that an employee's employment is terminated, the employer shall, upon the employee's request, provide the employee with a letter stating the length of their employment and the duties for which they were employed.

### 25.5 Evaluation Reports

Performance appraisals are non-disciplinary and are not subject to the grievance and arbitration procedure. Notwithstanding this provision, an Employee may challenge the contents of any performance appraisal that is relied upon by the Employer in whole or in part to deny the employee any posted job opportunity or to justify demotion or termination of the employee from his or her position.

### 25.6 Mandatory Training

In the event the employer requires employees to undertake any mandatory training, such training shall be conducted during the working hours.

## ARTICLE 26 - TERM OF AGREEMENT

### 26.1 Duration

This Agreement shall be effective on the date of signing and will expire on September 30, 2005.

### 26.2 Notice to Bargain

Within four (4) months prior to the termination of this Agreement either party may initiate negotiations for a new Agreement provided proper notice is given in accordance with the provisions of the Labour Relations Code of British Columbia.

**26.3 Agreement to Continue in Force**

The terms and conditions of this Agreement shall remain in full force and effect during the period of such negotiations, and if such negotiations are continuing after the expiry date, until a strike or lockout occurs, or until such time as a new Agreement is concluded by the parties and implemented.

**26.4 Labour Relation Code Exclusion**

The provisions of Section 50(2) and (3) of the Labour Relations Code are excluded.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman  
President

\_\_\_\_\_  
Bob Perkins  
Destination Cinemas (IMAX)

\_\_\_\_\_  
Paton Hetherington  
Bargaining Committee

\_\_\_\_\_  
Rachelle Rodger  
Bargaining Committee

\_\_\_\_\_  
Cheryl Jones  
Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

## APPENDIX A

## HOURLY RATES OF PAY FOR ALL EXISTING EMPLOYEES

Classifications	October 1, 2003	October 1, 2004
<b>Visitor Services</b>		
<b>Maintenance</b>	<b>Per hour</b>	<b>Per Hour</b>
Probationary – 60 shifts	9.00	9.25
End of Probation – 3 months	9.75	10.00
1 to 4 years	10.50	10.75
4 years +	10.75	11.00
Supervisor premium	+ .75	+ .75
<b>Projectionist</b>		
Training – 60 shifts	10.25	10.25
Probationary – 3 months	12.00	12.00
End of Probation – 12 months	12.50	12.75
1 to 4 years	13.00	13.25
4 years +	14.00	14.50

**Minimum Increase**

Any current employee (as at September 25, 2003) who has not received a wage adjustment of at least fifty cents (50¢) per hour shall receive a wage increase on October 1, 2003 such that his or her hourly rate shall be fifty cents (50¢) greater than it was on January 1, 2003. This shall apply to current employees who do not receive a fifty cent (50¢) increase as a result of the application of Appendix “A”, October 1, 2003 wage rates.

Any current employee (as at September 25, 2003) who does not receive at least a twenty-five cent (25¢) increase as a result of application of Appendix “A”, October 1, 2004 wage rates shall receive an increase in his or her hourly rate of twenty-five cents (25¢).

**Lump Sum**

Current employees (as at September 25, 2003) who worked 160 or more hours in August and September, 2003 shall receive a lump sum payment of one hundred dollars (\$100.00).

Current employees (as at September 25, 2003) who worked between 40 and 160 hours in August and September, 2003 shall receive a lump sum payment of fifty dollars (\$50.00).

**LETTER OF UNDERSTANDING**

**- between -  
Destination Cinema Canada Ltd. (National Geographic IMAX Theatre)  
- and the -  
BC Government and Service Employees' Union**

The Parties agree that, until revoked by agreement, employees shall receive the following:

**Concession**

- One (1) free fountain drink per shift (keep the glass, free refill)
- Fifty percent (50%) off all other items

**Theatre**

- Two (2) free passes per calendar month to be used by employee or given away
- Additional passes may be available by special request.

**Gift Shop**

- Twenty-five (25%) percent.

All of which is agreed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman  
President

\_\_\_\_\_  
Bob Perkins  
Destination Cinemas (IMAX)

\_\_\_\_\_  
Paton Hetherington  
Bargaining Committee

\_\_\_\_\_  
Rachelle Rodger  
Bargaining Committee

\_\_\_\_\_  
Cheryl Jones  
Staff Representative

Dated: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_