

COLLECTIVE AGREEMENT

BETWEEN

**MOTION PICTURE STUDIO PRODUCTION TECHNICIANS
OF THE INTERNATIONAL ALLIANCE OF THEATRICAL
STAGE EMPLOYEES AND MOTION PICTURE TECHNICIANS,
ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES
AND CANADA
LOCAL 891**

HEREINAFTER REFERRED TO AS

"THE EMPLOYER"

-AND-

CANADIAN AUTO WORKERS LOCAL 3000

HEREINAFTER REFERRED TO AS

"THE UNION"

THIS AGREEMENT WILL BE IN FORCE FROM:
FIRST DAY OF OCTOBER, TWO THOUSAND AND SIX UNTIL
THIRTIETH DAY OF SEPTEMBER, TWO THOUSAND AND NINE

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- 1.01 The purpose of this Collective 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 Collective Agreement the same will be construed as meaning the plural or masculine unless the context or Parties require otherwise.
- 1.03 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 within the jurisdiction of the Union, and within the classification of office and clerical workers listed in Appendix "B". Should new classifications be required, wages and duties will be established by the Parties pursuant to Appendix "A" and "B". It is expressly agreed that this Collective Agreement will not apply to any elected or appointed officer, business agent or representative of the Employer.
- 2.02 No work that is or could be properly or customarily performed by employees within the bargaining unit covered by this Collective Agreement will 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.
- 2.03 The employees will not be asked to make any written statement or verbal contract that may conflict with this Collective Agreement.
- 2.04 An employee covered by this Collective Agreement will have the right to refuse to cross a legal picket line or handle struck work in connection with a labour dispute. Failure to cross a picket line or to handle struck work will not be considered grounds for disciplinary action or otherwise to be a violation of this Collective Agreement.

ARTICLE 3 UNION SECURITY AND RIGHTS

- 3.01 All employees at the date of signing this Collective Agreement who are covered by the Certification will be required to become and remain Union members as a condition of employment.
- 3.02 **New Employees**
- a) As a condition of employment, an employee covered by the Certification who is hired after the signing of this Collective Agreement will become a Union member within two (2) weeks from her date of hire.
 - b) 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 above Clause.
 - c) The Employer agrees to introduce all new employees to a union representative within the first five (5) working days of employment. The Shop Steward and the new employee will be allowed reasonable time, without loss of pay, to familiarize the new employee(s) with the terms and conditions of employment.
- 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 Information to be Provided

Upon request, the Employer will provide the Union, within five (5) working days, all necessary information relating to the following matters for all employees covered by this Collective Agreement on a current basis:

- a) A list of employees showing their names, addresses, and employment status ranked according to seniority.
- b) The Employer will notify the Union in writing within five (5) working days of all job postings, hiring's, transfers or resignations.

3.05 a) Both parties recognize that in order to fulfill its obligations as the exclusive bargaining agent for members of the bargaining unit, the Union may require the disclosure by the Employer of personal employee information. As such, the Employer agrees to release the required information to the Union on the understanding that it will be relevant to a specific issue or grievance covered by the terms of this Collective Agreement. Release by the Employer of personal health information shall require the employee's prior written authorization.

- b) The Union agrees that it will use such information for the sole purpose of carrying out its duties and obligations as a representative of the employees and that it will use and maintain the information in a manner consistent with the Union's internal privacy policy and any applicable legislation. The Union further agrees to hold the Employer harmless against any claim which may arise in complying with the requirements of this clause.

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

**ARTICLE 4
UNION REPRESENTATION**

4.01 The Employer will recognize the Representative(s) selected by the Union for purposes of collective bargaining, Collective 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 Collective Agreement.

4.02 The Representative(s) of the Union will have the right to contact an employee at her place of employment regarding this Collective Agreement. Union meetings will be conducted on the employee's own time and the office and its facilities, when agreed to by the Employer, will be made available to the Union for those purposes. Such agreement will not be unreasonably denied.

4.03 The Employer will recognize the union representative(s) elected or appointed by the Union and will not discharge, discipline or otherwise discriminate against such union representative(s) for carrying out the duties proper to the position.

4.04 The union representative(s) may, within reason, investigate and process grievances or confer with members of the Union during regular working hours, without loss of pay.

4.05 The Employer will 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 Collective Agreement.

4.06 Union Representative Present

- a) An employee will be given an opportunity to have a union representative present for all meetings of an investigative and/or disciplinary nature, including verbal reprimands.
- b) In cases of written complaints and/or discipline, suspension or discharge, a union representative will be present, excluding emergency situations (e.g. theft, assault, disruptive behavior, etc.) where a union representative is not readily available.

ARTICLE 5 EMPLOYER RIGHTS

- 5.01 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 Collective Agreement, the principles of progressive discipline, and the right of the Union or employee to grieve as provided in Article 17. 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 that will be updated regularly and a copy of all such amendments will be forwarded to the Union.

ARTICLE 6 DEFINITION OF EMPLOYEES

6.01 **Probationary Period**

A new full-time or part-time employee will be considered probationary for sixty (60) days worked or one hundred and twenty (120) calendar days, whichever comes first. The Employer agrees to adhere to a constructive evaluation process that will include consultation with the bargaining unit.

6.02 **Full-Time**

A full-time employee is any person who works a regular work day and regular work week, as defined in Clause 7.01 and Clause 7.02 of this Collective Agreement.

6.03 **Part-Time**

A part-time employee is any person who works less than a regular work day and/or regular work week, as defined in Clause 7.01 and Clause 7.02 of this Collective Agreement.

6.04 **Permanent**

A permanent employee is any person employed on a continuous basis whose duties fall within the bargaining unit as defined in Article 2 of this Collective Agreement and who has completed the probationary period. It is understood that the use of the word permanent, as it relates to employment, will not be construed to mean employees who cannot be laid off due to lack of work under the normal processes as outlined in the Collective Agreement.

6.05 **Temporary**

- a) A temporary employee is a person who is hired for a posted temporary position to replace a permanent full-time or part-time employee absent on vacation, leave, prolonged sickness and/or for a specific project or temporary high volume work load relief.
- b) A temporary employee that is not replacing a permanent employee will not exceed a term of twelve (12) consecutive months, except when extended by mutual agreement between the Union and the Employer.
- c) The employment of any temporary employee will not result in the lay-off or reduction in hours to an existing full-time or part-time employee.

- d) A temporary employee reclassified to permanent 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. A break of thirty (30) calendar days or less will not be considered a break in employment.
- e) When a temporary employee becomes permanent her vacation entitlement will commence as of her seniority date.
- f) A temporary employee will be entitled to vacation pay at the rate of four percent (4%) of gross earnings every pay period.
- g) A temporary employee will be entitled to RRSP contributions as per Clause 11.05 every pay period.
- h) A temporary employee on a minimum twelve (12) month assignment(s) will be entitled to medical leave as per Clause 11.01 b) ii.

6.06 **Casual**

- a) A casual employee is a person who is hired on a strictly ad hoc basis to cover for employees on short notice day to day leaves, short term emergency help and/or temporary high volume work load relief, all of which shall not exceed five (5) consecutive days of work except when extended by mutual agreement between the Union and the Employer.
- b) The employment of any casual employee will not result in the lay-off or reduction in hours to an existing full-time or part-time employee.
- c) A casual employee reclassified to permanent status without a break in employment will have rights under this Collective Agreement based on seniority back-dated one (1) day for each shift worked. A break of thirty (30) calendar days or less will not be considered a break in employment.
- d) When a casual employee becomes permanent her vacation entitlement will commence as of her seniority date.
- e) A casual employee will be entitled to vacation pay at the rate of four percent (4%) of gross earnings every pay period.

ARTICLE 7 HOURS OF WORK AND OVERTIME

7.01 **Regular Work Day**

- a) A regular work day will consist of eight (8) consecutive hours between the hours of 07:00 hours and 24:00 hours inclusive of one (1) hour paid rest period.
- b) When an employee accepts a schedule through the job posting process, as per Clause 13.09, scheduled hours of work will not be varied unless:
 - i. there is a legitimate operational requirement and meaningful consultation with the employee and union representative has first taken place, or
 - ii. it is requested by the employee and agreed to by the Employer.
- c) **Guaranteed Minimum Hours**
Any employee hired who reports for work and is not put to work will be guaranteed a minimum of four (4) hours pay.

- d) An employee scheduled to work less than the regular work day will receive paid breaks as per the following:

4 hour shift inclusive of 1 X 15 minutes
5 hour shift inclusive of 1 X 30 minutes
6 hour shift inclusive of 1 X 30 minutes
7 hour shift inclusive of 1 X 45 minutes

An employee may split her break into fifteen (15) minute or half-hour (1/2) increments with prior consultation with the Employer.

7.02 Regular Work Week

- a) A regular work week will consist of five (5) regular work days, Monday to Friday, unless otherwise mutually agreed to between the parties.
- b) A regular work week for Dispatch, unless mutually agreed to between the parties, will consist of five (5) consecutive regular work days within any seven (7) days of the established work week.

7.03 A permanent employee will not be required to go on a rotating/alternating schedule.

7.04 Overtime Premiums

- a) All time worked in excess of Clause 7.01 will be subject to overtime rates.
- i.e. Between 8 and 11 hrs: 150% of appropriate hourly rate
 In excess of 11 hrs: 200% of appropriate hourly rate
- b) All time worked on an employee's sixth (6th) and/or seventh (7th) consecutive day, or on a day granted in lieu of a statutory holiday, will be considered as overtime and paid at the rate of two hundred percent (200%) of the employee's appropriate hourly rate. Time worked in excess of ten (10) hours on the above mentioned days will be paid at the rate of two hundred and fifty percent (250%) of the employee's appropriate hourly rate.
- c) All time worked on a statutory holiday, as listed in Clause 8.01, will be considered as overtime and paid at the rate of two hundred percent (200%) of the employee's appropriate hourly rate, and an additional day off with pay as per Clause 8.01.

7.05 Overtime Meal Break

An employee requested to work overtime beyond her regular work day will be allowed a one (1) hour paid meal period at the regular pro-rated hourly rate of pay for a second meal period of the day, provided such overtime is in excess of two (2) hours work. The meal period may be taken before, during or after the overtime work as may be appropriate and mutually agreed.

7.06 Call Back

- a) All employees who are called back to work after their regular shift within the same regular work day, other than for regularly scheduled overtime, will receive a minimum four (4) hours pay at two hundred percent (200%). Employees will not be required to suspend or otherwise alter their regular hours of work that in any way would have the effect of absorbing the overtime.
- b) A full-time employee who is called in during regularly scheduled days off, and a permanent employee who is called in during vacation, other than for regularly scheduled overtime, will receive a minimum of four (4) hours pay at two hundred percent (200%). Time worked in excess of ten (10) hours will be paid at the rate of two hundred and fifty percent (250%) of the employee's appropriate hourly rate.

7.07 **Regularly Scheduled Overtime**

- a) Regularly scheduled overtime will mean overtime for which at least twenty-four (24) hours notice has been given. Regularly scheduled overtime will be voluntary.
- b) Regularly scheduled overtime will first be offered by seniority on a rotational basis to qualified employees within the applicable department. If no one is available within the department, or too few employees accept, the overtime will be offered by seniority, on a rotational basis, to qualified employees outside the department.

7.08 **Emergency Overtime**

- a) Emergency overtime will mean overtime for which less than twenty-four (24) hours of notice has been given.
- b) Emergency overtime will first be offered by seniority on a rotational basis to qualified employees on shift within the department. If no one accepts, or too few employees accept the overtime, it will then be offered by seniority to qualified employees on shift outside of the department. If no one accepts, or too few employees accept, the Employer will then return to the original department and require qualified employees on shift to work the overtime, in reverse order of seniority, starting at the bottom of the seniority list.

7.09 **Banked Time**

- a) An employee that works 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 will be equal to the straight time equivalent to the overtime earnings.
- b) All banked overtime not taken will be paid out by December 31st of each year.

7.10 Paid medical leave or extended medical leave will not reduce overtime pay earned during a regular work day or work week during which such medical leave occurred.

7.11 All overtime worked is subject to the Employer's prior approval.

**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	Good Friday	Victoria Day	British Columbia Day
Canada Day	Labour Day	Thanksgiving Day	Remembrance Day
Christmas Eve	Christmas Day	Boxing Day	New Year's Eve

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 one (1) of the above statutory holidays fall on either a Saturday or a Sunday, and no other day is proclaimed in lieu thereof, the employee shall receive an additional day or days off, with pay, to be taken the working day preceding the holiday or the working day succeeding the holiday, or at a time mutually agreed by the Employer and the employee.

8.02 **Floating Holidays**

Employees will have, in addition to the above mentioned statutory holidays, two (2) floating holidays taken at a time mutually agreed to by the Employer and the employee.

8.03 In the event any of the holidays, enumerated in Clause 8.01, occur during the period of an employee's

vacation, an additional day's vacation with pay will be allowed for each holiday so occurring.

- 8.04 Permanent part-time, temporary and casual employees, who have been employed a minimum of thirty (30) calendar days, will be granted all designated holidays to be paid on a pro-rated basis, as follows:

$$\frac{\text{Number of hours worked in thirty (30) calendar day period}}{\text{Number of paid days worked by a full-time employee same period}}$$

- 8.05 If the holiday falls on a regularly scheduled work day overtime premiums will apply as per Clause 7.04 (c) to all time worked.

ARTICLE 9 ANNUAL VACATIONS

- 9.01 a) Upon completion of twelve (12) months continuous service, an employee will be entitled to receive a paid vacation of ten (10) working days. Payment for such vacation period will 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.
- b) Upon completion of six (6) months service in the first year of employment, an employee will 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 will be taken at a time mutually agreed with the Employer.

- 9.02 Each employee who completes two (2) years service will receive fifteen (15) working days paid vacation. Pay for such vacation will be at the employee's current wage rate or six percent (6%) of gross wages for the period in which vacation was earned, whichever is greater.

- 9.03 Each employee who completes four (4) years service will receive twenty (20) days paid vacation. Pay for such vacation will be at the employee's current wage rate or eight percent (8%) of gross wages for the period in which vacation was earned, whichever is greater. For each additional year of completed service, one additional paid day off per year will be granted or an additional appropriate percentage (%) of gross wages (to be calculated as an additional 0.4% per day of entitlement) for the period in which the vacation was earned, whichever is greater.

Annual vacation entitlement will not exceed thirty (30) days.

9.04 **Part-Time Employees**

A part-time employee will be entitled to receive vacation pay pro-rated to the entitlement of a full-time employee.

9.05 **Vacation Requests**

- a) An employee will submit her vacation request(s) by March 15th to the Employer and have such vacation confirmed by March 31st of each year, as follows:
- b) Vacation requests will be granted in order of seniority as defined in this Collective Agreement. However, only one (1) vacation period will be selected by seniority until all employees in the signing group have had the opportunity to select one (1) vacation period. Subsequently, an employee that chooses to take her vacation in two (2) or more separate periods will select the second and subsequent period in order of seniority.
- c) An employee who submits her vacation request after the March 15th deadline will have her request(s) confirmed on a first-come, first-serve basis.

9.06 a) **Borrowing/Advancing Vacation**

In clarification of the above clauses, all vacation accrued/earned in the current anniversary

year is to be used in the following anniversary year. Therefore, vacation cannot be borrowed/advanced from the current anniversary year, with the exception as detailed in Clause 9.01 (b).

b) **Carrying Vacation**

An employee cannot carry her vacation from one anniversary year to the next. Therefore, the employee must submit a vacation schedule no later than seventy-five (75) days prior to her anniversary date for all remaining vacation accrued/earned in the previous anniversary year. If the employee has not scheduled all her vacation entitlement by this date, the Employer will consult with the employee and schedule her vacation to be taken prior to her anniversary date.

9.07 **Payroll Advance**

Upon fifteen (15) days written notice, a permanent employee will be entitled to receive, prior to commencement of her vacation, a payroll advance equivalent to the amount of vacation being taken for that vacation period.

9.08 **Past Service Credits**

An employee re-entering employment with the Employer will receive credit for past service in determining her vacation entitlement after completing two (2) full calendar years after re-entry.

ARTICLE 10 LEAVE OF ABSENCE

10.01 **General Leave**

An employee may apply for an unpaid leave of absence of up to one (1) year after a two (2) year continuous service period. Application for such leave will be forwarded to the Employer. Permission for such leave will be provided in writing within ten (10) working days of the application and will 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 will be granted five (5) working days leave of absence with full pay. One (1) day of leave with pay will be granted to any employee who wishes to attend services related to the death of a spouse's grandparents, grandchildren and all other relatives. Additional time off without pay may be granted at the employee's request.

10.03 **Maternity Leave**

1) A pregnant employee who requests leave under this Clause is entitled to up to seventeen (17) weeks of unpaid leave:

a) beginning

- i. no earlier than eleven (11) weeks before the expected birth date, and
- ii. no later than the actual birth date, and

b) ending

- i. no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
- ii. no later than seventeen (17) weeks after the actual birth date.

- 2) An employee who 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.
- 3) 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) and (b).
- 4) A request for leave must:
 - a) be given in writing to the Employer,
 - b) 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
 - c) 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 (3).
- 5) A pregnant employee will be granted an unpaid leave of absence based on her medical practitioner's advice, provided to the Employer in writing, prior to childbirth but will not be required to go on maternity leave until eleven (11) weeks prior to the expected delivery date.
- 6) A request for a shorter period under sub-clause (1) (b) (i):
 - a) be given in writing to the Employer at least one (1) week before the date the employee proposes to return to work, and
 - b) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

10.04 **Parental Leave**

- 1) An employee who requests parental leave under this clause is entitled to:
 - a) for a birth mother who takes leave under Clause 10.03 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 under Clause 10.03 unless the Employer and employee agree otherwise;
 - b) for a birth mother who does not take leave under Clause 10.03 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;
 - c) for a birth spouse/partner, 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
 - d) 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. The date of adoption will be the date of the Order of Adoption that the employee will furnish to the Employer.
- 2) If the child has a physical, psychological or emotional condition(s) 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-clause (1).
- 3) A request for leave must:
 - a) be given in writing to the Employer;

- b) if the request is for leave under sub-clause (1) (a) or (b), be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and
 - c) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- 10.05 a) A birth mother granted leave under Clause 10.03 and 10.04 will return no later than seventy-eight (78) weeks to their former or a comparable job without loss of seniority.
- b) A birth spouse/partner or adopting parent granted leave under Clause 10.04 will return no later than sixty-three (63) weeks to their former or a comparable job without loss of seniority.
- c) For an employee granted leave under Clause 10.03 and 10.04, the Employer will pay ninety percent (90%) of the employee's normal, regular weekly earnings for a two (2) week employment insurance waiting period, upon proof the employee is serving the said waiting period.

10.06 Jury Duty

An employee summoned to Jury Duty or subpoenaed as a witness will 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 will furnish the Employer with such statements of earnings as the Courts may supply. Employees will return to work within a reasonable period of time. They will 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 will not exceed seven (7) hours for purposes of establishing the basic work day. Any approved time worked in the office in excess of the combined total of seven (7) hours, will be considered overtime and paid as such.

10.07 Leave of Absence to Attend Union Functions

In the event that an employee becomes elected or appointed to represent the Union in Executive and Committee meetings of CAW, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated, she will be granted leave of absence to attend Union meetings during working hours, provided the employee requests such time off at least five (5) working days in advance. Such time off must be authorized in advance by the Employer.

10.08 Leave of Absence for Full-Time Union or 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 will allow leave of absence without pay, but without loss of benefits for thirty (30) calendar days so that the employee may be a candidate in federal, provincial, or municipal elections.
- b) An employee who is elected to public office will be allowed a leave of absence without loss of seniority during her term of office.
- c)
 - i. An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, will be granted leave of absence without loss of seniority for a period of one (1) year. Such leave will be renewed each year, on request, during her appointment or term of office.
 - ii. An employee who is elected or selected to a less-than full-time position with the Union, or any body with which the Union is affiliated, may be granted a leave of absence at the discretion of the Employer. Such leave shall be without loss of seniority and will not be unreasonably denied.

10.09 Union Bargaining Committee

The Union shall select two (2) bargaining unit members who shall be permitted to participate in negotiations relative to the renewal of this Collective Agreement, without loss of seniority, pay or other benefits.

In preparation for negotiations, an allowance of one (1) working day with pay shall be permitted, although more time off shall be granted without pay.

10.10 Paid Education Leave

- a) Effective October 1, 1997, the Employer agrees to pay into a special fund three cents (\$.03) per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW and sent by the Company to the following address: CAW Paid Education Leave Program, RR#1, Port Elgin, Ontario N0H 2C5.
- b) The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will 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 will continue to accrue seniority and benefits during such leave.

10.11 Employment Deemed Continuous

- a) The services of an employee who is on leave under Clause 10.02 to 10.10 are deemed to be continuous for the purposes of:
 - i. accrual of annual vacation time and pay and entitlement for individual severance pay, and
 - ii. accrual of seniority.
- b) The Employer will continue to pay any RRSP contributions (excluding leaves under Clause 10.07 & 10.08), medical or other plan beneficial to an employee, as if the employee were not on leave.
- c) An employee is entitled to all increases in wages and benefits that the employee would have been entitled to had the leave not been taken.
- d) Sub-clause (i) does not apply if the employee has, without the employer's consent, taken a longer leave than is allowed under Clause 10.02 to 10.09.

**ARTICLE 11
PERSONAL MEDICAL LEAVE AND BENEFITS**

11.01 Personal Medical Leave

- a) An employee that has medical reason(s), due to personal illness or injury, for not attending work is considered to be on medical leave. If requested by the Employer, a doctor's certificate must be provided in respect of any medical leave extending beyond three (3) working days.
- b) A permanent full-time employee will accrue twelve (12) hours per month for medical leave with full pay. Such medical leave may be accumulated from month to month and from year to year up to a maximum of two hundred and forty (240) hours.
 - i. A permanent part-time employee will accrue medical leave on a pro-rated basis consistent with time paid.

- ii. A temporary employee on a minimum twelve (12) month assignment(s) will accrue medical leave on a pro-rated basis consistent with time paid.
- c) Accumulated medical leave will not be paid out on termination of employment.
- e) In application of this clause an employee will be allowed to use a maximum of the equivalent to five (5) consecutive scheduled work days of accrued medical leave for personal injury or illness.
 - i. Wage indemnity covers an employee from the sixth (6th) day of illness. An employee may opt to use her accrued medical leave, as above, available vacation hours, accrued Personal Leave, unpaid leave, or a combination thereof, to cover the five (5) work day waiting period.
 - ii. Wage indemnity covers an employee from the first (1st) day of injury or hospitalization over twenty-four (24) hours. An employee may still opt to use her accrued medical leave as above, available vacation hours, accrued Personal Leave or a combination thereof; however, where an employee applies for wage indemnity and it is accepted, the medical leave, vacation hours and/or Personal Leave used to cover the same period of wage loss must be reimbursed.
- f) Accrued personal medical leave may also be used at any point where an employee does not have income from WCB, ICBC, long-term disability, or wage indemnity while on personal medical leave. The affected employee must first apply to all the applicable above-mentioned insurance coverage prior to utilizing accrued medical leave. In the event the employee's insurance coverage is:
 - i. **Accepted** – accrued medical leave taken during the disability period will be repaid where insurance compensation is paid during the same period. In other words, an employee cannot receive both accrued medical leave and insurance compensation for the same disability period.
 - ii. **Denied or not applicable** – the employee may utilize any and/or all accrued medical leave for the duration of her absence.

11.02 **Personal Medical/Dental Appointments**

An employee will be allowed up to four (4) hours with pay from her accumulated medical leave bank for medical /dental appointments that cannot be taken on a regularly scheduled day off. This benefit will be utilized at the beginning or end of the work day where possible. Leave for medical/dental appointments will not exceed twenty-four (24) hours in any calendar year.

11.03 **Health and Welfare Plan**

The Union Health and Welfare Plan will cover all permanent employees.

Health and Welfare benefits shall be as per the most recent C.H.I.P.S. Benefit Plan Booklet.

For the year ending September 30, 2006 the premium cost was \$284.45/member/month. The Employer will pay one hundred percent (100%) of the current premium cost, plus any increase in premiums to a maximum of twelve percent (12%) per year commencing October 1, 2006.

11.04 **M.S.P.**

The Employer will pay one hundred (100%) of the Medical Services Plan premium contribution for each permanent employee.

11.05 **RRSP Contributions**

The Employer will provide full-time, part-time and temporary employees with a contribution of seven percent (7%) of gross earnings. Effective October 1st, 2004, the contribution will be subject to the

employee providing confirmation from a bona-fide financial institution that the money is being invested into RRSPs. "Earnings" will mean monies received as compensation from the Employer, inclusive of salary and wages paid, overtime pay, bonuses, vacation pay and inclusive of benefits paid in lieu of wages.

11.06 Personal Leave

- a) A permanent full-time employee will accrue up to thirty-two (32) hours of Personal Leave, based on time paid, that may be taken within a calendar year.
- b) A permanent part-time employee will accrue Personal Leave on a pro-rated basis consistent with time paid.
- c) Permission for Personal Leave will not be denied as long as the Employer's operational needs are met.
- d) Personal Leave will not be used for recreational purposes.

11.07 Employee and Family Assistance Program

A permanent employee is entitled to the Employee Family Assistance Program (EFAP), which consists of eight (8) hours of counseling services every twelve (12) months. This service is highly confidential; no identifying information is ever reported to the Employer from the EFAP.

11.08 Employment Deemed Continuous

- a) An employee on benefits under Article 11 will continue to accrue seniority, vacation time and pay as though the employee were not on leave.
- b) An employee on benefits under Article 11 is entitled to all increases in wages and benefits that the employee would have been entitled to had the leave not been taken.
- c) The Employer will continue to pay any RRSP contributions, medical or other plan beneficial to an employee, as if the employee were not on leave.

**ARTICLE 12
SENIORITY**

12.01 Seniority will mean length of continuous service with the Employer and its predecessors. The Employer and the Union subscribe to the principle of seniority.

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

12.03 Seniority will continue to accrue while an employee is on lay-off (for the duration of the recall period), an approved leave under Article 10 and while on benefits as per Clause 11.08.

12.04 Time spent by an employee on a general leave of absence, or full-time union and public duties leaves will not accrue towards seniority wage increases (Appendix A).

12.05 An employee will lose her seniority in the event that:

- a) she voluntarily resigns her employment in writing;
- b) she is discharged for just cause in writing;
- c) she accepts a position with the Employer which is outside the bargaining unit for a period of over six (6) months duration or as otherwise reasonably agreed to between the parties;

- d) she fails to meet the requirements of recall as per Clause 13.05;
 - e) she is on lay-off for a period of twelve (12) consecutive months and/or twenty-four (24) consecutive months as per Clause 13.04;
 - f) she accepts severance pay in accordance with Clause 13.08;
 - g) she overstays an authorized leave of absence unless detained for reasonable cause.
- 12.06 When two or more new employees commence work on the same day the procedure for establishing their relative seniority will be based upon the employee's date and time of acceptance of employment.
- 12.07 a) The Employer will prepare an accurate seniority list(s) every twelve (12) calendar months. A copy of the list(s) will be supplied to the union representative and any employee upon request. The list(s) will state the name of the employee, their seniority date and classification.
- b) An employee or her union representative may challenge in writing her seniority within thirty (30) calendar days after the date of the posting of the seniority list(s).
- c) An employee's seniority will be final and binding with no change allowed when such date(s) has appeared on two (2) consecutive seniority lists unless the latest seniority date(s) appearing on such lists was protested in writing within the sixty (60) day period allowed for correctional purposes except by mutual agreement between the Employer and the accredited Representative of the Union. When the seniority status of an employee is so corrected, the corrected status will be final.

**ARTICLE 13
LAY-OFF, RECALL, SEVERANCE, JOB POSTING AND JOB AWARDS**

13.01 The Employer will fill Bargaining Unit job vacancies from within the office before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant positions.

13.02 Lay off

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

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

Bumping will be permitted.

13.03 Notice of Lay-Off

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

- a) Two (2) weeks notice where the employee has been employed less than three (3) years.
- b) 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, Clause 13.03(b) will apply. The period of notice will not coincide with an employee's annual vacation.

13.04 Recall Period and Benefits

a) Less Than 5 Years

A permanent employee with less than five (5) years of continuous service that is laid-off will be placed on the recall list for a period of one (1) year. In addition, the Employer will maintain all Health and Welfare Plan benefits for nine (9) months of the layoff. The employee may choose, at anytime within three (3) months of being placed on the recall list, to elect for termination and receive severance pay, pursuant to Clause 13.08 (a).

b) Greater Than 5 Years

Any permanent employee with five (5) years or more of continuous service who is laid-off will be placed on the recall list for a period of two (2) years. In addition, the Employer will maintain all Health and Welfare Plan benefits for eighteen (18) months of the lay-off. The employee may choose, at anytime within three (3) months of being placed on the recall list, to elect for termination and receive severance pay, pursuant to Clause 13.08 (b).

13.05 Recall

Notice of recall to an employee who has been laid-off will be made by registered mail to the Union with a copy to the employee. The employee must respond to such notice within ten (10) days of receiving it or possibly 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 will not lose such rights thereby. An employee having to give notice to another Employer will be deemed as having complied with this ten (10) day period.

13.06 An employee on the recall list will have first rights to any vacancy in her 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.

13.07 A recalled employee will receive her former wage and any wage increments to which the employee would have become entitled during the period on the recall list. All rights due to seniority under this Collective Agreement will be unaffected by such a lay-off period.

13.08 Severance Pay

Severance pay will only be payable to an employee immediately upon election of termination within the first three months of lay-off, at which point her benefits and recall rights per Clause 13.04 cease.

a) Less Than 5 Years

A permanent employee with less than five (5) years of continuous service is entitled to severance pay equal to one (1) week pay for each year of service.

b) Greater Than 5 Years

A permanent employee with five years or more of continuous service is entitled to severance pay equal to two (2) weeks pay for each year of service to a maximum of sixteen (16) weeks.

c) Technological Change

A permanent employee that elects for termination because of automation, changes in procedure, mergers or suspension of business under Clause 16.03 is entitled to severance pay equal to two (2) weeks pay for each year of service to a maximum of sixteen (16) weeks.

13.09 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, will be posted for not less than six (6) working days and within fourteen (14) days of the Employer having knowledge of such vacancy occurring. The union representative will receive copies of all job postings. The Employer will fill job vacancies in accordance with 13.11 (a) before hiring new employees.

- b) All applications on posted jobs will be in writing or on a form provided by the Employer.
- c) An employee absent during the period that a vacancy has been posted will be notified of the posting by the Employer by registered mail. It is the employee's responsibility to advise the Employer in writing of her address when absent.
- d) The union representative will be provided with a list of all internal job applicants once received by the Employer.

13.10 Job Posting Detail

The posting will contain the following information:

- a) the job classification;
- b) a general outline of duties and responsibilities;
- c) the hours of work per week;
- d) the schedule to be worked;
- e) the applicable hourly 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. The Employer agrees to award the job according to the selection process outlined herein.

13.11 Selection Process

- a) Preference for job awards will be given to employees who have the seniority, ability, skill and qualifications, acquired through successful cross training or otherwise, to do the job. Employees awarded jobs in accordance with this provision are subject to a probationary period or a sixty (60) working day trial period if the employee has already completed a probationary period.
- b) Should, during the trial period, the employee be unable to fulfil the job requirements or should she decide that she does not want to continue in the job then the employee will return to her former position.

13.12 Cross Training

- a) 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.
- b) An employee must have demonstrated ability in her present position before being cross-trained in another position.

**ARTICLE 14
GENERAL**

- 14.01 Working conditions, wages and benefits at present in force that are not specifically mentioned in this Collective Agreement and are not contrary to its intention will continue in full force and effect.
- 14.02 The Employer agrees to keep all office machinery, furniture and fixtures in a normal state of repair and working condition.
- 14.03 It is agreed by the Parties that the Collective Agreement will be prepared on an alternate basis.

14.04 **Pre-approved Tuition Fees**

The Employer agrees to pay all tuition fees for continuing education courses upon successful completion of said courses for a permanent employee. Courses must be employment related within the employee's present workplace and approved in writing by the Employer in advance.

14.05 **Property**

All property tangible and intangible including but not limited to financial records, correspondence, computer records and computer software is the sole property of the Employer.

**ARTICLE 15
DISCIPLINE AND DISCHARGE**

15.01 It is hereby agreed that the Employer has the right to discipline up to and including discharge for just and reasonable cause and notice or pay in lieu of notice may be forfeited in the event of such discharge, at the Employer's option. The Employer will provide the employee with a statement, in writing, clearly establishing the reasons for such discharge, with a copy to the Union, at the time of discharge.

15.02 **Union and Employee Advised**

No complaint and/or discipline will be assessed against an employee nor may be used against her at any time unless said employee and the Union are advised accordingly in writing within ten (10) working days of the Employer's first knowledge of the incident or occurrence. An extension of the ten (10) working day notice provision will not be unreasonably denied providing the Union has been notified in writing prior to the expiration of the ten (10) working day period.

15.03 **Union Representative Present**

The Employer agrees that a union representative will be present pursuant to Clause 4.06.

15.04 **Acknowledging Discipline**

Whenever an employee agrees to sign a document pertaining to discipline she does so only to acknowledge that she has been notified accordingly.

15.05 **Disciplinary Letters**

All letters of a disciplinary nature will be removed from an employee's file after twelve (12) continuous months without the imposition of discipline of a similar nature.

15.06 **Release for Incapacity**

- a) Where the Employer intends to release an employee for incapacity it will notify the employee and the Union in writing at least thirty (30) calendar days in advance.
- b) If a grievance is submitted prior to the end of the thirty (30) calendar day period mentioned above the employee will not be released until the grievance has been settled or disposed of by the arbitrator.

15.07 **Termination**

An employee whose employment is terminated by the Employer, as set forth in Clause 15.01 above, will be paid all vacation credits and wages due upon such termination of employment.

15.08 **Access to Personal File**

The Employer agrees that reasonable access to an employee's personal file will be provided to the employee, upon request, with an appointment and during office hours. She may request a union representative to be present at the time of such examination.

**ARTICLE 16
TECHNOLOGICAL, PROCEDURAL AND ORGANIZATIONAL CHANGES**

16.01 Definition, Notice, Disclosure and Consultation

- a) Wherever possible, within reason, the Employer will 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 will enter into meaningful consultation regarding such technological and/or procedural changes prior to implementation.

16.02 An employee becoming redundant due to new equipment or procedures will 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 employee.

16.03 As per Clause 16.01(c), in cases where the re-training of an employee is not practical, or where other positions with the Employer are not available, the employee will be placed on the recall list pursuant to Clause 13.04. The employee may choose, at anytime within three (3) months of being placed on the recall list, to elect for termination and receive severance pay pursuant to Clause 13.08 (c). An employee on recall under this Article will receive all benefits she accrued during employment at the end of the recall period or upon election of termination.

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

16.05 Off Premises Equipment

If pagers or other communicating devices are required by the Employer, they will be paid for by the Employer and the employee will be paid an hourly or pro-rata hourly rate for all work performed after hours (at applicable overtime rates).

**ARTICLE 17
GRIEVANCES**

17.01 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, will be considered a grievance.

17.02 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 union representative.

17.03 Step One

- a) 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.

- b) The notice in writing will briefly but clearly describe the nature of the incident or occurrence that gave rise to the grievance, and it will clearly state the provision of the Collective Agreement that has been violated.
- c) The Employer's representative must answer the grievance in writing within ten (10) days.

17.04 Step Two

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step One, an attempt to resolve the grievance will be made between the employee, the union representative and a person(s) designated by the Employer.

17.05 Step Three

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

- a) Formal arbitration;
- b) Arbitration pursuant to Section 104 of the Labour Relations Code of British Columbia;
- c) Upon mutual agreement the Parties may agree to utilize the expedited arbitration process pursuant to Clause 17.09 for either (a) or (b) above.

17.06 Suspension, Discharge, Policy or General Grievances

Suspension, discharge, policy or general grievances will be filed at Step Two of the Grievance Procedure.

17.07 Time Limits

A grievance or dispute will commence and proceed through the Steps of the Grievance Procedure within the time limits provided; otherwise it will be deemed to be abandoned. The time limits may be extended by mutual consent of both parties.

17.08 Formal Arbitration

- a) The parties agree to use the following arbitrators:
Robert Blasina
Jim Dorsey
Judi Korbin
- b) As soon as the Arbitrator has been appointed, the Arbitrator will be encouraged to commence the hearing as soon as possible and further encouraged to render a decision within fourteen (14) days.
- c) The parties recognize that they are bound by a decision of the Arbitrator.

17.09 Expedited Arbitration

- a) With exception to Section 104 arbitrations, the parties agree to use the following arbitrators:
Robert Blasina
Jim Dorsey
Judi Korbin
- b) If the parties differ on the facts, they will still present an Agreed Statement of Facts and they will present full opening statements on their understanding of the facts so that the Arbitrator can determine whether any determinative facts are in dispute, in an attempt to eliminate the need for witnesses;
- c) The use of witnesses will otherwise be minimized;

- d) The Arbitrator will render a written decision within ten (10) working days but may seek an extension from the parties;
- e) The decision will be binding but will not constitute a precedent and will not be referred to in subsequent grievances and arbitrations.
- f) Practicing lawyers will not be used for the expedited arbitration process.

17.10 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.

17.11 Cost Sharing

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

**ARTICLE 18
HEALTH AND SAFETY**

18.01 Pregnancy

A pregnant employee will not be required to operate a Cathode-Ray Tube ("CRT"). Such employee may elect to:

- a) Take alternative work that will be offered by the Employer. The employee will be paid her 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 maternity and/or parental leave.

18.02 The Employer agrees to a "No Smoking" policy within its buildings.

18.03 A Joint Occupational Safety and Health Committee will consist of not less than one Representative of the Employer and one representative of the Union.

18.04 The function of the Joint Occupational Safety and Health Committee will be to consider, monitor, inspect, investigate and/or review health and safety conditions and practices. The time, date and place for meetings will be scheduled by mutual agreement. Minutes will 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 will be subject to the agreement of the Employer.

18.05 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 will receive payment for the remainder of her work day at her regular rate of pay without reduction of accrued medical leave. The Employer will bear the costs of any necessary transportation.

18.06 An employee has the right to refuse to perform any unsafe work.

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

**ARTICLE 19
HUMAN RIGHTS AND HARASSMENT**

- 19.01 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.
- 19.02 Sexual harassment means any repeated and/or unwelcome words or actions made by a person who knows or ought to know it is unwelcome 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, and
 - f) physical assault
- 19.03 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 her designate and the President of the Local Union and deliver a copy to the alleged harasser.
- 19.04 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.
- 19.05 An arbitrator hearing a complaint or grievance under this Article will 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 will the Arbitrator or Arbitration Board have the authority to alter, modify or amend the Collective Agreement in any respect.
- 19.06 **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 practiced 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.
- 19.07 Nothing in this article will 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 20
DURATION**

- 20.01 a) The Collective Agreement will be in full force and effect from October 1, 2006 up to and including September 30, 2009, and will continue in full force and effect from year to year thereafter, subject to the right of either party to this Collective 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.
- b) Should either party give written notice to the other party pursuant hereto, this Collective Agreement will thereafter continue in full force and effect until the Union will give notice of strike and such strike has been implemented or the Employer will give notice of lockout and such lockout has been implemented, or the parties will conclude a renewal or revision of the Collective Agreement of a new Collective Agreement.
- c) The operation of Section 50(2)(3) of the British Columbia Labour Relations Code is hereby excluded.

Signed and agreed to by both parties this _____ day of _____, 2006 in Burnaby, BC.

**By the Employer
Party of the First Part**

**By the Union
Party of the Second Part**

Frank Haddad, Treasurer

Kevin Hancock, CAW National Representative

Elmar Theissen, President

Doug Greenall, Bargaining Committee

Nina Roeseler, Bargaining Committee

APPENDIX "A" - WAGE SCHEDULE

		Oct 1/06 2%	Oct 1/07 2%	Oct 1/08 3%
Group A – Process Owners	Start	\$23.61	\$24.08	\$24.80
	Year 2	\$24.56	\$25.05	\$25.80
	Year 6	\$25.54	\$26.05	\$26.83
Group B – Dispatch	Start	\$22.45	\$22.90	\$23.59
	Year 2	\$23.35	\$23.82	\$24.53
	Year 6	\$24.29	\$24.78	\$25.52
Group C – Office Support	Start	\$21.86	\$22.30	\$22.97
	Year 2	\$22.74	\$23.19	\$23.89
	Year 6	\$23.65	\$24.12	\$24.84
Group D – File Clerk	Start	\$15.99	\$16.31	\$16.80
	Year 2	\$16.64	\$16.97	\$17.48
	Year 6	\$17.29	\$17.64	\$18.17

1-Year Length of Service Increase

After the completion of one (1) year of continuous service to the Employer a permanent employee will receive a four percent (4%) increase in her hourly rate.

5-Year Length of Service Increase

After the completion of five (5) years of continuous service to the Employer a permanent employee will receive a four percent (4%) increase in her hourly rate.

COLA

One-cent adjustments in the cost of living will become payable for each .073 change in the 1986 CPI. If the difference between the base period and the comparison period is a negative value the adjustment will be zero (0).

COLA will be capped at \$0.20 per hour and will be paid out in a lump sum no later than December 31st of each year to all permanent employees. The COLA pay out for a full-time employee will be based on 2080 hours paid and will be pro-rated accordingly for a part-time employee.

First Aid

An employee possessing a current first aid certificate as required by the Workers' Compensation Board of British Columbia will receive one dollar (\$1.00) per hour extra for each hour worked when designated as the Office First Aid Attendant. Assignment of first aid duty will be determined by the Employer and where possible will be awarded on a rotational basis.

Expenses

The Employer will be responsible for all reasonable expenses incurred by an employee that is requested to attend functions on behalf of the Employer. Receipts for expenses will be provided to the Employer.

Mileage allowance will be \$0.50 per kilometer for any reasonable mileage incurred on behalf of the Employer.

Shift Premium

All regular scheduled hours worked after 17:00 hours will receive a shift premium of forty cents (\$0.40) per hour. The Shift Premium is an add-on to whatever the applicable wage rate is or may be, e.g. regular wage rate plus 40¢, overtime wage rate plus 40¢.

APPENDIX "B" – CLASSIFICATIONS AND WAGES

Group A – Process Owners

Assistant Accountant – Payroll
Assistant Accountant
Departmental Coordinator
Executive Assistant
Group RRSP Administrator
Health and Welfare Representative
Membership Coordinator
Occupational Safety and Health Representative
Stewards' Assistant
Communications Coordinator

Group B - Dispatch

Dispatcher

Group C – Office Support

Data Entry
Office Assistant/Office Support
Receptionist

Group D – File Clerk

File Clerk

Classification of Employees

An employee will be classified in accordance with the skills used and will be paid not less than the minimum hourly wage rate for such classification in accordance with the table of Groups and Classifications and the job descriptions as set forth in Appendix "A", which is attached hereto and made part of this Collective Agreement.

New or Re-Classified Positions

Any position not covered by Appendix "A", or any new position that may be established during the life of this Collective Agreement, will 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 that may be in dispute, the matter may be submitted to the arbitration procedure, as defined in Article 18 of this Collective Agreement

Work in Higher Classifications

A permanent employee assigned to a higher job classification or temporarily replacing another employee in such higher classification will be paid at the higher base rate, including her length of service increase(s), for the period so employed, provided the employee has the qualifications necessary and fulfils the duties of the higher job classification.

Work in Lower Classifications

A permanent employee assigned to a lower job classification or temporarily replacing another employee in such lower classification will be paid at the wage rate of her regular classification.

#2006-01
LETTER OF UNDERSTANDING
Between I.A.T.S.E. Local 891 and CAW Local 3000

Re: I.A.T.S.E. Office First Aid

Objectives:

The purpose of first aid is to provide workers with prompt, easily accessible and appropriate first aid treatment and to keep record of each treatment.

Role of the First Aid Attendant:

The role of the First Aid Attendant is to provide the service of the above objective as per the WCB Regulation and office policy. The current regulation and policies are outlined in the documents entitled "First Aid Program" and "First Aid Attendant Procedures" in the office taxonomy.

Signed and agreed to by both parties this _____ day of _____, 2006 in Burnaby, BC.

Kevin Hancock
CAW Local 3000

Frank Haddad
I.A.T.S.E. Local 891

#2006-02
LETTER OF UNDERSTANDING
Between I.A.T.S.E. Local 891 and CAW Local 3000

Re: Lateness

It is understood that employees must at all times make every effort to arrive at work prior to their scheduled start time except where otherwise delayed by circumstances beyond their reasonable control.

If an employee arrives later than her scheduled start time she will be permitted, within reason, on a straight-time basis, to make up the time by staying later that day or coming in early the next scheduled shift, or as may otherwise be agreed to by the Employer.

However, if an employee's lateness either affects the Employer's operational requirements or is recurrent then, within reason, the employee may be subject to disciplinary action.

Late time not made up in following with this Letter of Understanding will be deducted in six (6) minute increments from the employee's paycheque.

Signed and agreed to by both parties this _____ day of _____, 2006 in Burnaby, BC.

Kevin Hancock
CAW Local 3000

Frank Haddad
I.A.T.S.E. Local 891

#2006-03
LETTER OF UNDERSTANDING
Between I.A.T.S.E. Local 891 and CAW Local 3000

Re: Protection of Existing Dispatcher's Schedules

This Letter of Understanding has been amended to remove the names of those dispatchers who have either ceased employment with I.A.T.S.E. Local 891 or have accepted a different schedule through the job posting process.

Debby Werner
Michael Chen

Unless mutually agreed to between the parties, the above-mentioned individuals will not be required to alter their existing Monday to Friday schedule.

Unless mutually agreed to between the parties, Doug Greenall will not be required to alter his existing Saturday and Sunday schedule.

Signed and agreed to by both parties this _____ day of _____, 2006 in Burnaby, BC.

Kevin Hancock
CAW Local 3000

Frank Haddad
I.A.T.S.E. Local 891

#2006-04
LETTER OF UNDERSTANDING
Between I.A.T.S.E. Local 891 and CAW Local 3000

Re: Existing Casual Employee Benefits

Clause 6.05 (d) – (g) of this Collective Agreement will continue to apply to the following casual employees until formal lay-off in writing by the Employer:

Colleen Smith
Arlene Karsgaard

Any casual employee hired after the date of ratification will fall under Clause 6.06 of this Collective Agreement.

Signed and agreed to by both parties this _____ day of _____, 2006 in Burnaby, BC.

Kevin Hancock
CAW Local 3000

Frank Haddad
I.A.T.S.E. Local 891

#2006-05
LETTER OF UNDERSTANDING
Between I.A.T.S.E. Local 891 and CAW Local 3000

Re: Red Circling of Employees with Adjusted Rates

In order to have all the employees' rates match the rates listed in the "Wage Schedule" under Appendix "A", it is agreed between the parties that the employees with rates that exceed those listed in the "Wage Schedule" will be red circled (frozen) until the applicable rate in the "Wage Schedule" catches up.

However, employees' with rates that are red circled will receive the equivalent percentage of increase in two (2) lump sum payments. The first payment is due on March 31st following the date the wage increase is effective and will be based on the hours paid in the six (6) months prior, with the second payment applied in the same manner as of September 30th. In the event that the wage increase exceeds the employee's adjusted rate, she will receive the difference between the percentage of increase and the percentage their rate increased in a lump sum payment to be paid out on the date the wage increase is effective.

The following employees have adjusted rates that fall outside of the "Wage Schedule" listed under Appendix "A":

Group A – Process Owners over 5 years

Year 1 (2%) = \$25.54 Year 2 (2 %) = \$26.05 Year 3 (3%) = 26.83

Shawn Shabacon	\$25.44 – caught up in Year 1
Julie Jensen	\$26.80 – caught up in Year 3

Signed and agreed to by both parties this _____ day of _____, 2006 in Burnaby, BC.

Kevin Hancock
CAW Local 3000

Frank Haddad
I.A.T.S.E. Local 891

#2006-06
LETTER OF UNDERSTANDING
Between I.A.T.S.E. Local 891 and CAW Local 3000

Re: Job Sharing

The Employer will reasonably consider job sharing proposals that the Union may request. Any agreement on job sharing shall be without precedent or prejudice.

This Letter of Understanding will expire as of September 30, 2009.

Signed and agreed to by both parties this _____ day of _____, 2006 in Burnaby, BC.

Kevin Hancock
CAW Local 3000

Frank Haddad
I.A.T.S.E. Local 891

#2006-07
LETTER OF UNDERSTANDING
Between I.A.T.S.E. Local 891 and CAW Local 3000

Re: Cross Training

The Union and the Employer agree to conduct a meaningful joint consultative meeting(s) for the purposes of reviewing the application of Cross Training and back-up administrative procedures.

This Letter of Understanding will expire as of September 30, 2009.

Signed and agreed to by both parties this _____ day of _____, 2006 in Burnaby, BC.

Kevin Hancock
CAW Local 3000

Frank Haddad
I.A.T.S.E. Local 891