

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 APRIL, TWO THOUSAND AND ELEVEN UNTIL
THIRTY-FIRST DAY OF MARCH, TWO THOUSAND AND FOURTEEN

April 1, 2011 – March 31, 2014

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ARTICLE 1 PURPOSE

- 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 union representative 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 **Right of Fair Representation**
- a) An employee shall have the right to have the assistance of a Shop Steward or any other union representative at any private ("closed door meeting") arranged by the Employer.
 - 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 behaviour, 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 temporary, casual or new employee, filling a permanent vacancy, will be considered probationary for sixty-six (66) days worked. The Employer agrees to adhere to a constructive evaluation process that will include consultation with a Shop Steward or other union representative. The Employer may request an extension to an employee's probationary period, which the Union will not unreasonably deny.
- 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 three (3) month assignment will, immediately upon commencement of that assignment, be entitled to medical leave as per Clause 11.01 b) ii and Clause 11.02.

6.06 Casual

- a) A casual employee is a person who is employed 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 be regularly scheduled except when otherwise mutually agreed 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) work 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) **Split Shifts**

There shall be no split shifts unless otherwise mutually agreed to between the parties. The Union agrees it will not unreasonably deny such requests. The Employer agrees it shall not request split shifts outside of Dispatch.

A split shift shall be defined as work not contained within eight (8) consecutive hours. A split shift shall be eight (8) hours work and shall only be divided into two (2) parts (3 & 5, 5 & 3, or 4 & 4) and start and finish within a sixteen (16) hour period.

An employee working a split shift shall be entitled to paid breaks in following with 7.01 (e) in addition to one (1) extra hour of pay at her regular straight time rate.

d) **Guaranteed Minimum Hours**

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

- e) 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 <u>hourly</u> rate
In excess of 11 hrs:	200% of appropriate <u>hourly</u> 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 Rotation of Overtime

When offering overtime on a rotational basis, pursuant to 7.07 and 7.08 above, it shall always commence with the employee immediately after the employee who last accepted an overtime shift.

7.10 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.

7.11 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.

7.12 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**

Permanent employees will have, in addition to the above mentioned statutory holidays, two (2) paid eight (8) hour floating holidays taken at a time mutually agreed to by the Employer and the employee. Floating holidays shall not be carried over from year to year. Temporary and casual employees shall be paid the equivalent percentage on every hour worked.

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:

Number of hours worked in thirty (30) calendar day period, divided by
the 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) **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

- a) A pregnant employee who requests leave under this Clause is entitled to up to seventeen (17) weeks of unpaid leave:
 - i) beginning
 - 1) no earlier than eleven (11) weeks before the expected birth date, and
 - 2) no later than the actual birth date, and
 - ii) ending
 - 1) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - 2) no later than seventeen (17) weeks after the actual birth date.
- b) 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.
- c) 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 (i) and (ii).
- d) A request for leave must:
 - i) be given in writing to the Employer,
 - ii) 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
 - iii) 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 (c).
- e) 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.
- f) A request for a shorter period under sub-clause (a) (ii) (1):
 - i) be given in writing to the Employer at least one (1) week before the date the employee proposes to return to work, and
 - ii) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

10.04 Parental Leave

- a) An employee who requests parental leave under this clause is entitled to:
 - i) 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;

- ii) 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;
 - iii) 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
 - iv) 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.
- b) 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 (a).
- c) A request for leave must:
- i) be given in writing to the Employer;
 - ii) if the request is for leave under sub-clause (a) (i) or (ii), be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and
 - iii) 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 up to 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 entitlement for individual severance pay, and
 - ii. accrual of annual vacation pay (excluding leaves under Clause 10.08), and
 - iii. accrual of seniority.
- b) For employees on leave under Clause 10.02 to 10.10:
 - i. The Employer will continue to pay any RRSP contributions (excluding leaves under Clause 10.07 & 10.08) as if the employee were not on leave.
 - ii. The Employer will continue to pay medical or other plan beneficial to an employee (excluding leaves under Clause 10.08) as if the employee were not on leave.
- c) For employees on leave under Clause 10.02 to 10.10:
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 a) 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) consecutive 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 three (3) month assignment 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.
- d) 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.
- e) 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. Requests for hours in excess of the aforementioned maximums shall not be unreasonably denied.

11.03 Health and Welfare Plan

- a) The Union Health and Welfare Plan will cover all permanent employees.
- b) Health and Welfare benefits shall be as per the most recent C.H.I.P.S. Benefit Plan Booklet.
- c) For the year ending September 30, 2009 the premium cost was \$298.04/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, where the unused portion of the twelve percent (12%) increase can be carried over into two (2) subsequent years to a maximum of 36%.

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

- a) Effective October 1, 2009, the Employer will provide full-time, part-time and temporary employees with a contribution of eight percent (8%) of gross earnings. The contribution will be subject to the employee providing confirmation from a bona-fide financial institution that the money is being invested into RRSPs.
- b) Employer contributions for all new temporary employees must be paid into a voluntary Registered Retirement Savings Plan (RRSP) with the Canadian Entertainment Industry Retirement Plan (CEIRP).
- c) Employer contributions for all new permanent employees must be paid into a restricted Registered Retirement Savings Plan (RRSP) with the Canadian Entertainment Industry Retirement Plan (CEIRP).
- d) "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.
- e) Up to sixteen (16) hours of Personal Leave may be drawn from an employee's annual allotment, as per 11.06 a) and 11.06 b), in a calendar year to cover office closures.

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 counselling 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. Once an employee has completed the probationary period her/his seniority shall be backdated to her/his date of hire. 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:
 - a) Lay-off (for the duration of the recall period), or
 - b) an approved leave under Clauses 10.02 to 10.10, or
 - c) benefits as per Clause 11.08.
- 12.04 Time spent by an employee on a general leave of absence 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**
- a) If a reduction of office staff is necessary, the Employer will meet with the Union Representative and the following procedure will be adopted.
- b) 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.
- c) 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 a) or b) above as applicable.
- 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 eight (8) calendar days and within fourteen (14) calendar 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 phone and be sent a copy of the posting to her personal email. It is the employee's responsibility to keep the employer apprised in writing of her current phone number and personal email address. Should the employer not receive confirmation that the employee has received the posting, a copy of the posting will be sent to the employee by regular mail so that she has sufficient opportunity to apply.
- d) The union representative will be provided with a list of all internal job applicants once received by the Employer.
- e) Where the employer intends on filling a vacancy, the vacancy shall be filled and commence within (30) calendar days of the posting, unless there are legitimate operational or business reasons otherwise; at which time the employer will confer with a shop steward or other union representative.
- 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 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) The Employer will provide the Union with up to six (6) months written notice of intention to introduce technological, procedural, or organizational change.
- b) The Employer agrees to disclose full details of the planned technological, procedural, or organizational 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, procedural, or organizational 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 In cases where the re-training of an employee is not practical, or where other positions with the Employer are not available, the employee, if qualified, may bump to another position. Failing any of the aforementioned options or based on the employee choosing to do so, she 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 fourteen (14) calendar 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 fourteen (14) calendar days.
- 17.04 **Step Two**
In the event that a resolution of the grievance, satisfactory to the Union and the Employer, is not reached 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. Step Two must be initiated in writing within fourteen (14) calendar days from the date of receipt of the Step One response. A written response to Step Two must be completed within fourteen (14) calendar days from the date of receipt of the Step Two grievance.
- 17.05 **Step Three**
In the event that a resolution of the grievance, satisfactory to the Union and the Employer, is not reached at Step Two, either the Union or the Employer may advance the grievance to the next step. Step Three must be initiated in writing within forty-two (42) calendar days from the date of receipt of the Step Two response. This 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
Bob Pekeles

- 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) calendar 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
Bob Pekeles

- 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 The Employer agrees to comply with applicable by-laws and regulations regarding workplace smoking.

18.02 Joint Occupational Safety and Health Committee

In addition to being a legislative requirement, a joint management and worker Health & Safety Committee is an excellent means of internal consultation and communication. The Committee works together to promote and monitor an effective Health and Safety Program, including: indentifying and resolving safety and health problems, assisting in the development of training regarding employer and worker responsibilities, and establishing positive attitudes towards health and safety.

An effective Committee operates in an atmosphere of cooperation, with commitment and sincerity, understanding their collective and individual roles and responsibilities, as identified through appropriate Committee training.

Composition

Pursuant to Part 3, Division 4 of the *Workers' Compensation Act* ("*the Act*"), the employer agrees to establish a Joint Occupational Health & Safety ("JOSH") Committee, in accordance with the following:

- a) The committee will consist of at least three (3) worker representatives: (1) co-chair; (1) recording secretary; and (1) shop steward.
- b) The committee will meet regularly, at least once each month, at a time mutually agreed to by the committee members. Time off reasonably necessary for the preparation and attendance of these meetings, and any other duties and functions of the committee, is considered time worked, and the member must be paid accordingly.
- c) The Employer must post and keep posted, on the office Health & Safety bulletin boards, the names of each of the committee members, along with the three (3) most recent committee meeting minutes. The meeting minutes must also be distributed to the Local Union Representative.

18.03 Duties and Functions

The duties and functions of the JOSH Committee are pursuant to Section 130 of *the Act*.

18.04 Educational Leave

- a) Pursuant to Section 135 of *the Act*, each member of the committee is entitled to an annual education leave totaling eight (8) hours for the purpose of attending occupational health and safety training courses conducted by or with the approval of WorkSafeBC.
- b) The Employer must provide this educational leave without loss of pay or other benefits and must pay for, or reimburse the worker for, the costs of the training course and reasonable costs of attending the course.
- c) Aside from the mandatory eight (8) paid hour's annual training for each Committee member as required by WorkSafeBC, 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 **Health and Safety Rights and Responsibilities**

The health and safety of all employees is of primary importance, and the commitment to the fundamental value of human life must never be taken lightly. Therefore, the Employer has an obligation to each employee to provide safe and healthy working conditions, and to promote positive attitudes toward safety and health within the organization.

- a) Under *the Act*, workers have the following health and safety rights:
 - i. The right to know about the dangers in the workplace. The Employer is responsible for providing adequate direction and instruction of workers in the safe performance of their duties.
 - ii. The right to participate in workplace health and safety activities through the JOSH Committee or worker representative
- b) All levels of management have the responsibility to ensure:
 - i. potential health and safety hazards are identified, and appropriate action taken as soon as possible;
 - ii. employees have been adequately trained to recognize health and safety hazards, to work safely, and to protect themselves and other employees from occupational illness and injury;
 - iii. government regulations are complied with; and,
 - iv. company and industry safe work practices are followed.
- c) All employees have a responsibility:
 - i. to become familiar with and follow safe work practices
 - ii. to protect themselves and fellow employees from occupational illness and injury;
 - iii. to detect and report hazardous conditions and practices to their supervisor or employer; and,
 - iv. to maintain a neat, clean, and safe work environment.

18.07 **Right to Refuse**

Employees must be able to express their concerns regarding health and safety matters without fear of reprisal. If at any time an employee raises a concern about the health and safety of any person, it will be taken seriously and corrective action taken without delay.

- a) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- b) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to sub-clause a) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- c) The supervisor or employer receiving a report made under sub-clause b) must immediately investigate the matter and
 - i) ensure that any unsafe condition is remedied without delay, or
 - ii) if in his or her opinion the report is not valid, must so inform the person who made the report.

- d) If the procedure under sub-clause c) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of:
- i) a worker member of the joint committee,
 - ii) a worker who is selected by a trade union representing the worker, or
 - iii) if there is no joint committee, any other reasonably available worker selected by the worker.
- e) If the investigation under sub-clause (d) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify a WorkSafeBC officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

f) **Actions that are Considered Discriminatory**

For the purposes of Clause 18.07, "discriminatory action" includes any act or omission by an employer or union, or a person acting on behalf of an employer or union that adversely affects a worker with respect to any term or condition of employment, or of membership in a union.

Without restricting the aforementioned, discriminatory action includes

- i) suspension, lay-off, or dismissal,
- ii) demotion or loss of opportunity for promotion
- iii) transfer of duties, change of location of workplace, reduction in wages or change in working hours,
- iv) coercion or intimidation,
- v) imposition of any discipline, reprimand or other penalty, and
- vi) the discontinuation or elimination of the job of the worker.

g) **Discrimination Against Workers Prohibited**

An employer or union, or a person acting on behalf of an employer or union, must not take or threaten discriminatory action against a worker

- i) for exercising any right or carrying out any duty in accordance with Clause 18.07, the *Workers Compensation Act*, the Occupational Health & Safety regulations or an applicable order,
- ii) for the reason that the worker has testified or is about to testify in any matter, inquiry or proceeding under the *Workers Compensation Act* or the *Coroners Act* on an issue related to occupational health and safety or occupational environment, or
- iii) for the reason that the worker has given any information regarding conditions affecting the occupational health or safety or occupational environment of that worker or any other worker to,
 - 1) an employer or person acting on behalf of an employer, or
 - 2) another worker or a union representing a worker, or
 - 3) a WorkSafeBC officer or any other person concerned with the administration of Clause 18.07.

- h) Temporary assignment to alternative work at no loss of pay to the worker until the matter is resolved is deemed not to constitute disciplinary action.
- 18.08 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.
- 18.09 **Occupational First Aid**
The Employer will provide Occupational First Aid coverage pursuant to Section 3.15 – 3.21 of the WorkSafeBC OH&S Regulation (“the Regulation”).
- a) The appointment, scheduling and training of such First Aid Attendants will be administered by the Employer through the JOSH Committee.
- b) The designation of a CAW OFA Level One Certificate holder shall be determined by seniority.
- c) Scheduling of OFA Level One Certificate holders will be consistent with the past practice of the Employer, with consideration given to individual work schedules and organizational requirements.
- d) First Aid training will be provided at the expense of the Employer and will be considered as time worked.
- e) The responsibilities and duties of the First Aid Attendants are pursuant to the Regulation quoted above. In addition to this, First Aid Attendants are the designated respondents to biohazardous incidents.
- f) The Employer must offer vaccination against Hepatitis A and B virus to all First Aid Attendants, and any other vaccination identified, pursuant to Section 6.39 (2) of the Regulation. These vaccinations would be at no cost to the First Aid Attendant.
- g) The OFA Level One Certificate holder will receive \$1.00 per hour in addition to their regular wage rate. Only the OFA Level One Certificate holder designated by the Employer shall receive the additional amount set forth above
- h) Biohazardous Incident Pay
In the event of a biohazardous incident, the two (2) designated respondents to the incident will be compensated with an extra \$25 pay for that day.

ARTICLE 19 HUMAN RIGHTS AND HARASSMENT

19.01 The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

19.02 Definitions

a) **Prohibited Grounds**

The Prohibited Grounds include race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age (19 years of age or over), or conviction of a criminal or summary conviction offence unrelated to employment.

b) **Prohibited Discrimination**

Discrimination based on the Prohibited Grounds ("Prohibited Discrimination") has occurred if an employee has been discriminated against regarding a term or condition of employment or otherwise adversely affected in the workplace based on one or more of the Prohibited Grounds. In rare and exceptional circumstances, Prohibited Discrimination may be justified based on a *bona fide* occupational requirement.

c) **Workplace Harassment**

Workplace harassment can include one or a series of incidents involving comments or actions unwelcome to a person related to one or more of the Prohibited Grounds.

Workplace harassment can also include any offensive or improper conduct that demeans, causes embarrassment to and/or is offensive to another individual, and that a reasonable person knew or ought to have known would be unwelcome, and/or where such actions have the effect of creating an intimidating, humiliating, hostile or offensive work environment.

Workplace harassment can occur at the office, at office related social functions, at work related conferences or training sessions, during work related travel or elsewhere if the person harassed is there as a result of work related responsibilities.

Workplace harassment may include such actions as:

- i. verbal or physical abuse, threat or intimidation;
- ii. unwelcome remarks, jokes or innuendoes, whether it is about one or more of the Prohibited Grounds or not;
- iii. the display of pornographic, racist, or other offensive or derogatory pictures;
- iv. unnecessary or uninvited physical contact such as touching, patting, pinching, or punching;
- v. practical jokes which cause awkwardness or embarrassment.

d) **Sexual Harassment**

Workplace harassment includes sexual harassment. Sexual harassment is defined as one or a series of incidents involving unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse job related consequences for the victim of the harassment.

Conduct of a sexual nature may include such actions as:

- i) unwanted physical contact;
- ii) unwanted gestures or actions which have sexual content, including display or circulation of materials which have sexual content or connotations;
- iii) unwanted verbal comments, including jokes with sexual content or relating to gender; or
- iv) denigration because of gender.

e) **Not Harassment or Prohibited Discrimination**

Workplace harassment and Prohibited Discrimination do not include negative performance evaluations or regular discipline that may be implemented by IATSE 891. This policy is also not meant to inhibit free speech or interfere with the normal social relations that are a part of a workplace environment.

f) **Retaliation**

Retaliation is any negative action taken against an individual for having invoked this policy or having participated or co-operated in any investigation under this policy. Retaliation is strictly prohibited. Retaliation does not include disciplinary measures based upon misconduct that becomes known as a result of an investigation under this policy or based upon the determination that a complaint or information has been provided dishonestly, frivolously or maliciously.

- 19.03 The parties agree that discrimination and/or harassment of any employee as set out in this agreement is absolutely prohibited.
- 19.04 The parties will promote a work environment that is free from harassment of any kind, including harassment on the grounds listed in clause 19.02.
- 19.05 The parties will not tolerate Workplace Harassment or Prohibited Discrimination. All employees are expected to conduct themselves in a responsible and professional manner in order to maintain a working environment free from harassment or Prohibited Discrimination.

19.06 a) **Reporting an Incident**

An employee who considers that she or he has been subjected to workplace harassment or Prohibited Discrimination (the "complainant") is encouraged to bring the matter to the attention of the person believed to be responsible for the conduct (the "respondent") and let the Respondent know that the conduct is unwelcome or discriminatory. If the complainant does not wish to bring the matter directly to the attention of the Respondent, or if such an approach is attempted and does not produce a satisfactory result, the complainant must seek the advice of a Complaint Officer as soon as possible. The complainant may also initiate a grievance pursuant to the grievance procedures of the Collective Agreement.

Complaint Officers include:

- i. Director of Administration
- ii. President of IATSE Local 891
- iii. Treasurer of IATSE Local 891

b) **Meeting with the Complaint Officer**

The Complaint Officer will inform the complainant of their right to make a written complaint under this policy. A written complaint should include details of the incident(s), the name of the person(s) involved and any potential witness(es) and should be made in a timely manner after the alleged harassing conduct occurred. If a written complaint is provided, the Complaint Officer will advise the National Union Representative of the complaint. The Union Representative may, at the Unions sole discretion, participate in the confidential investigation of the complaint.

The complainant may withdraw from any further action in connection with the complaint at any stage regardless of whether or not the complaint is made in writing. Where the complainant chooses to withdraw from the complaint procedure, IATSE 891, in its sole discretion, may continue to deal with and investigate the complaint.

- 19.07 If an employee alleges harassment has occurred, the complainant may request that she discontinue contact with the alleged harasser pending determination of the complaint under the Employer's Harassment Policy or a grievance under this Collective Agreement. Upon receiving such a request the Employer will consider the circumstances of the situation and make a determination as to whether the complainant should discontinue having contact with the alleged harasser pending determination of the complaint or grievance. The determination as to whether this will occur shall be in the Employer's sole discretion. The Employer will save the Union harmless and take full responsibility for any issues arising from the Employer's decision not to limit/discontinue contact with the alleged harasser.

19.08 **Confidentiality**

To protect the interest of the complainant, Respondent and others who must report incidents of workplace harassment or Prohibited Discrimination, each employee of IATSE 891, and any Union representatives involved, have a duty to maintain reasonable confidentiality throughout the process. Information and documents relating to a complaint will only be disclosed to the extent necessary to carry out the procedures set out in this policy or as is required by law.

19.09 Nothing in this policy precludes an individual's right to file a complaint pursuant to provincial human rights legislation should the complainant feel the situation warrants such action.

**ARTICLE 20
DURATION**

20.01

- a) The Collective Agreement will be in full force and effect from April 1, 2011 up to and including March 31, 2014, 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 7 day of March, 2011 in Burnaby, BC.

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



Frank Haddad, Treasurer

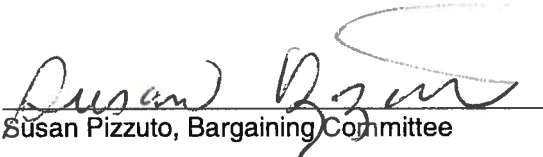


Ken Anderson, President

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



Kevin Hancock, CAW National Representative



Susan Pizzuto, Bargaining Committee



Lori Lee, Bargaining Committee

APPENDIX "A" - WAGE SCHEDULE

		Apr 1/ 11 2%	Apr 1/12 2%	Apr 1/13 2%
Group A - Process Owners	Start	\$25.81	\$26.32	\$26.85
	Year 2	\$26.85	\$27.38	\$27.93
	Year 6	\$27.92	\$28.48	\$29.05
Group B - Dispatch	Start	\$24.54	\$25.03	\$25.53
	Year 2	\$25.52	\$26.03	\$26.55
	Year 6	\$26.55	\$27.08	\$27.62
Group C - Office Support	Start	\$23.90	\$24.38	\$24.86
	Year 2	\$24.86	\$25.35	\$25.86
	Year 6	\$25.85	\$26.36	\$26.89
Group D - File Clerk	Start	\$17.48	\$17.83	\$18.19
	Year 2	\$18.19	\$18.55	\$18.92
	Year 6	\$18.90	\$19.28	\$19.66

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.

Service Awards

10 years = \$100; 15 years = \$150; 20 years = \$200.

Service Awards shall be paid in the pay period containing the employee's applicable anniversary date.

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.

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 fifty cents (\$0.50) 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 50¢, overtime wage rate plus 50¢.

APPENDIX "B" – CLASSIFICATIONS AND WAGES

Group A – Process Owners

Administrative Assistant
Assistant Accountant – Payroll
Assistant Accountant
Communications Coordinator
Departmental Coordinator
Executive Assistant
Health Benefits Representative
Membership Coordinator
Occupational Safety and Health Representative
Organizing Coordinator
RRSP Group Plan Administrator
Stewards' Assistant
Training and Records 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 17 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.

#2011-01

LETTER OF UNDERSTANDING

Between IATSE 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 7 day of MARCH, 2011 in Burnaby, BC.


Kevin Hancock
CAW Local 3000


Ken Anderson
IATSE Local 891

#2011-02

LETTER OF UNDERSTANDING

Between IATSE Local 891 and CAW Local 3000

Re: Protection of Debby Werner's Dispatch Schedule

Unless mutually agreed to between the parties, Debby Werner will not be required to alter her existing Monday to Friday dispatch schedule.

Signed and agreed to by both parties this 7 day of MARCH, 2011 in Burnaby, BC.



Kevin Hancock
CAW Local 3000



Ken Anderson
IATSE Local 891

#2011-03
LETTER OF UNDERSTANDING
Between IATSE 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

Signed and agreed to by both parties this 7 day of May, 2011 in Burnaby, BC.



Kevin Hancock
CAW Local 3000



Ken Anderson
IATSE Local 891

#2011-04
LETTER OF UNDERSTANDING
Between IATSE 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.

Signed and agreed to by both parties this 1 day of March, 2011 in Burnaby, BC.



Kevin Hancock
CAW Local 3000



Ken Anderson
IATSE Local 891

#2011-05

LETTER OF UNDERSTANDING

Between IATSE Local 891 and CAW Local 3000

Re: Cross Trained and Designated Back-up

In conjunction with article 13.12 Cross Training, below is a distinction between Cross Trained and Designated Back-up.

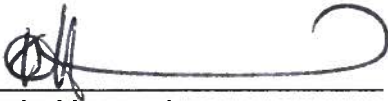
Cross Trained

Being designated as Cross Trained is being reasonably trained in all facets of a particular position, including having been given the opportunity to practice and gain meaningful experience. A person considered Cross Trained should be able to step into a position and be able to reasonably perform the required duties and responsibilities. In order to maintain Cross Trained status, the employee shall be given the opportunity to continue to practice and gain meaningful experience so as to remain reasonably current with regard to the position's required duties and responsibilities.

Designated Back-up

A Designated Back-up is an employee with the skills and training necessary to perform the basic tasks of a particular position. A Designated Back-up may be required to perform various basic tasks which are interim measures to meet the needs of the organization until the return of the incumbent (e.g. emergency, short notice relief, etc.) An employee may also be considered a Designated Back-up while they are in the process of being Cross Trained for that position; however, a Designated Back-up may not be considered fully cross trained.

Signed and agreed to by both parties this 7 day of March, 2011 in Burnaby, BC.



Kevin Hancock
CAW Local 3000



Ken Anderson
IATSE Local 891

#2011-06

LETTER OF UNDERSTANDING

Between IATSE Local 891 and CAW Local 3000

Re: Doug Greenall Dispatch Working Arrangement

Doug's established work week is Monday through to and including Sunday.

In addition to Doug Greenall's current Saturday and Sunday twelve (12) hour shifts, he is able to accept up to an additional three (3) shifts, not to exceed sixteen (16) hours worked within his established work week.

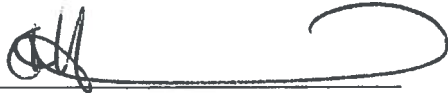
Doug Greenall will be offered all additional shifts prior to temporary and casual employees provided it does not put the employer in an overtime situation. Mr. Greenall shall not be permitted to bump regularly scheduled shifts that belong to a posted position. Prior to the Employer posting temporary positions, the assigned days of work will be offered to Mr. Greenall, provided it does not put the employer in an overtime situation.

Any hours exceeding the additional sixteen (16) hours mentioned above shall be considered overtime and administered pursuant to the provisions in Article 7 of the Collective Agreement.

Should it be deemed necessary by the Employer to shut down Dispatch on Doug's Saturday or Sunday shift and operate Dispatch on the Statutory holiday, Doug will be provided with the opportunity to work on the Statutory holiday. If Dispatch is shut down due to a Statutory Holiday (excluding the Christmas shut down), Doug will be provided with the opportunity to work the equivalent of his missed shift(s), when shifts are available, during his established work week.

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 7 day of March, 2011 in Burnaby, BC.



Kevin Hancock
CAW Local 3000



Ken Anderson
IATSE Local 891

#2011-07

LETTER OF UNDERSTANDING

Between IATSE Local 891 and CAW Local 3000

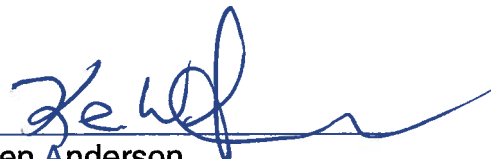
Re: Calculation of time for Leaves pursuant to Clauses 11.01, 11.02, and 11.06

When an Employee utilizes Leave time pursuant to Clauses 11.01, 11.02, and 11.06, such time shall be calculated in six (6) minute increments. This will avoid confusion in the calculation of an Employees pay when breaks are taken in conjunction with leave time, as the current payroll software calculates time in six (6) minute increments.

Signed and agreed to by both parties this 7 day of March, 2011 in Burnaby, BC.



Kevin Hancock
CAW Local 3000



Ken Anderson
IATSE Local 891

#2011-08

LETTER OF UNDERSTANDING

Between IATSE Local 891 and CAW Local 3000

Re: Office Assistant Positions

Further to Article 13.10 (b) of the Collective Agreement, when posting an Office Assistant position, the employer will outline the departments/functions in which the position will mainly be performing.

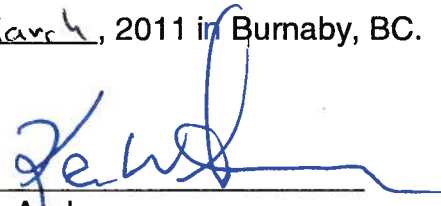
It is understood the employee can be moved by the employer to perform other assigned duties on a short term basis or on a project-related basis.

Should the Office Assistant refuse to perform such work as assigned, she will be subject to discipline.

Signed and agreed to by both parties this 7 day of March, 2011 in Burnaby, BC.



Kevin Hancock
CAW Local 3000



Ken Anderson
IATSE Local 891