

2010-2013

COLLECTIVE AGREEMENT

Between

UNION OF BC PERFORMERS

AND

CANADIAN AUTO WORKERS

LOCAL 3000



October 1, 2010 – September 30, 2013

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 Purpose of Agreement

It is the purpose of both parties to this Agreement:

- (a) To improve relations between the Employer and the Union and provide settled and just conditions of employment;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment;
- (c) To encourage efficiency in operations;
- (d) To promote the morale, well-being and security of all employees.

ARTICLE 2 - RESERVATION TO MANAGEMENT

2.01 Reservation to Management

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms and conditions of this agreement.

2.02 Not Discriminatory

The Employer will exercise its rights in a fair and reasonable manner. The Employer's rights shall not be used to direct the working force in a discriminatory manner. Nor will these rights be used in a manner which would deprive any employee of his/her employment, except through just cause.

ARTICLE 3 - EMPLOYEES' RESPONSIBILITIES

3.01 Employees' Responsibilities

As a condition of continued employment with UBCP, employees:

- (a) Must not accept an engagement within the jurisdiction of UBCP/ACTRA;
- (b) Must not take part in any endeavour that would involve undesirable exploitation of his/her fellow employees, or members of UBCP or UBCP itself.
- (c) Must not deliberately or knowingly disclose confidential or unpublished information acquired by the employee in the course of employment with Employer.

3.02 Documentation

All employees of UBCP must complete such forms and papers as are deemed to be required for continued employment, such as UBCP application forms, income tax, unemployment insurance, social insurance, retirement plan, hospital and Medicare, group life and others as may be required by law and by the Collective Agreement.

ARTICLE 4 - RECOGNITION AND NEGOTIATION

4.01 The Employer

In accordance with the responsibilities assigned to the Employer, employees of UBCP will be under the direction of the President, CEO and/or their assigned designate.

4.02 Bargaining Unit

The Employer recognizes the Canadian Auto Workers Local 3000 as the sole and exclusive bargaining agent for all of its employees, save and except those positions excluded in Appendix "C". The Employer hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any difference that may arise between them.

4.03 Shop Steward Recognition

The Employer agrees to recognize Shop Stewards as the employee's representatives and will accord a hearing(s) to the Shop Stewards, without loss of pay and benefits, for settlement of disputes and grievances.

4.04 No Other Agreements

No employee will be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with or vary with the terms of this Collective Agreement.

4.05 No Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services will not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other branch, person or company.

4.06 Work Performed by Management

(a) Except as noted below in the LOU #4, members of the Executive Board, members of UBCP or excluded employees will not perform work ordinarily

performed by members of the Bargaining Unit, except as incidental to their responsibilities. Further to the above, when creating and/or amending job descriptions for excluded positions, the Employer agrees not to include any work that would ordinarily be performed by members of the Bargaining Unit. The Union will be provided with copies of all existing, amended and/or newly created job descriptions for excluded positions.

- (b) Nothing in this agreement prevents In-House Legal Counsel or External Legal Counsel from performing legal work on behalf of UBCP, including arbitrations or Labour Relations Board matters.
- (c) UBCP may develop, in consultation with CAW, a membership-based servicing model provided that it does not result in layoff of bargaining unit employees, or a failure to recall a laid off employee, or prevents the hiring of regular employees.

4.07 Right of Fair Representation

Employees have the right at any time to have the assistance of a Shop Steward or any other representative of the Canadian Auto Workers when dealing or negotiating with the Employer. Such representative(s) will have access to the Employer's premises in order to deal with any matters arising out of this collective agreement.

ARTICLE 5 - HUMAN RIGHTS

5.01 No Discrimination

- (a) All Employees have and may assert their right to work in an environment free from harassment, including sexual harassment and discrimination.
- (b) The Employer and the Union agree that they will afford every employee covered by this Agreement the right to equal benefit, equal protection and equal treatment with respect to this Agreement or with respect to any other term or condition of employment without discrimination and, in particular, without discrimination based on age, colour, family status, gender, marital status, mental or physical disability, national or ethnic origin, political affiliation or activity, religion, sexual orientation, social or economic status, union membership or activity.

5.02 Affirmative Action

The Employer and the Union agree to co-operate in formulating and implementing a program designed to ensure equal employment opportunity for all employees. Such program will deal with, but not be limited to, group welfare and pension plans, hiring, promotion and transfer policies, testing procedures, access to on-the-job training and educational advancement, classification schemes, job

evaluation systems, wage and salary rates, provisions related to maternity and child-care requirements. The Employer agrees to provide the Union with access to such personnel data and other documents as may be requested by it. The implementation of the affirmative action program shall become the subject of collective bargaining between the parties.

5.03 No Barrier to Affirmative Action

Nothing in this Article will be construed as a barrier to the formulation or implementation of any affirmative action plan mutually agreed upon by the Employer and the Union.

5.04 Other Legislation

Any claim by an employee or the Union pertaining to a violation of the Constitution of Canada, the Human Rights Legislation, or the Employment Standards Act, or any other labour relations legislation may be the subject of a grievance which will be processed in accordance with the Grievance Procedure.

5.05 Personal Rights

The rules, regulations, and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees will not be asked or required to do personal services for the Employer which are not connected with the operation of the Employer.

5.06 Harassment

- (a) DEFINITION: Harassment is any practice or behaviour related to a ground referred to in Article 5.01 which is unwelcome by any person, in particular by management or co-worker, whether verbal or physical, on a single or repeated basis, which: humiliates; insults; degrades; undermines an employee's health, job performance or workplace performance; endangers an employee's employment status or potential. Unwelcome in this context means any actions which the harasser knows or reasonably ought to know are not desired by the victim of the harassment. Harassment includes, but is not limited to sexual harassment and racial harassment.
- (b) DEFINITION: Racial Harassment is any action whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, jokes or other unwanted comments or acts.
- (c) The Employer agrees to make all management personnel and employees aware that harassment is subject to disciplinary action. The Employer also agrees to include the subject of harassment in staff or management training sessions.

- (d) Cases of harassment shall be considered as discrimination and shall be eligible to be processed as grievances.
- (e) Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
- (f) No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
- (g) The Employer recognizes the responsibility to maintain a discrimination-free workplace. Where harassment has been proven, and not remedied, an Arbitration Board will have the additional power to levy a penalty on the Employer.

Nothing in the above precludes an employee from filing a formal complaint under the Human Rights Act of B.C, or the Canadian Human Rights Act.

5.07 Right to an Environment Free From Sexual Harassment

The Union and the Employer recognize the right of all employees to work in an environment of mutual respect free from sexual harassment and agree to so operate in resolving, in a confidential manner, all complaints of sexual harassment which arise in the workplace.

5.08 Sexual Harassment – Defined

- (a) Sexual harassment shall be defined as any repeated and/or unwelcome physical contact, compromising invitation with sexual overtones or sexual comment, look, gesture or suggestion that creates an uncomfortable working environment for the recipient, made by a person who knows or ought to know it is unwelcome. It can also mean words or actions of a sexual nature which are intended only to be friendly.
- (b) Sexual harassment shall include a single sexual advance made by a person in authority over the recipient or implies a threat or denial of employment opportunity including a reprisal made after a sexual advance is rejected.
- (c) Specifically, without limiting the general definition as provided herein the following also defines sexual harassment:
 - (i) Words or physical contact which might seem like “making a pass”. This includes hugging, patting or even putting an arm around someone's shoulders.

- (ii) Jokes, cartoons, pin-ups, nicknames or comments that have to do with sex or the body.
- (iii) Saying or implying to any employee that refusing or accepting a date or social invitation could affect promotion, work assignment, employment or other work conditions.
- (iv) Dating, romantic or other personal relationships with employees under his/her supervision.

5.09 Sexual Harassment - No Reprisal for Raising a Complaint

No employee shall be subject to reprisal, threat of reprisal or discipline as a result of raising a bona fide complaint of sexual harassment.

5.10 Sexual Harassment - Strict Confidence

Complaints of sexual harassment will be treated seriously and in confidence to protect the confidentiality of the complainant.

5.11 Sexual Harassment - Right to Discontinue Contact

An employee alleging sexual harassment has the right to discontinue contact with the alleged harasser without incurring any loss in pay or benefits or be penalized in any way pending determination of a complaint or grievance as per Article 11.

5.12 Sexual Harassment - Transfer of Offender Only

Where sexual harassment is proven and results in the transfer of an employee, the offender may only be transferred with the complainant's consent.

5.13 Sexual Harassment - Discipline of Any Person

Where sexual harassment has been proven the Employer agrees to discipline any person employed by the Employer pursuant to the provisions of this Article, who engages in the sexual harassment of an employee covered by this Agreement.

5.14 Sexual Harassment - Rights Not Negated

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

ARTICLE 6 - UNION SECURITY

6.01 All Employees to be Members

All employees of the Employer must, as a condition of employment, become and remain members in good standing of the Union, according to the Constitution and Bylaws of the Union. As a condition of employment, all new employees must become and remain members in good standing of the Union from the first day of employment.

6.02 Union Dues Check-Off

- (a) The Employer will, as a condition of employment, deduct from the salary of each employee in the bargaining unit, the amount of the regular dues payable to the Union by a member of the Union.
- (b) Deductions will be made from each payroll cheque.
- (c) All deductions will be remitted to the Union not later than the fifteenth (15th) day of the month following the month in which the deductions were made, accompanied by a list of the names of the employees from whose salaries these deductions have been made.
- (d) Dues deductions will be included on employees' T-4 slips.

6.03 No Strike or Lockout

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union will not cause nor permit its members to cause a slow-down or a strike of any of the Employer's operations during the term of this Agreement. The Employer will not effect or engage in a lockout of its employees during the term of this Agreement.

6.04 Potential Employees

The employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

6.05 Interviewing Opportunity

On commencing employment, the employee's immediate supervisor will introduce the new employee to his/her Union Steward(s) or Representative. An Officer of the Union will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Employer and the Union.

6.06 Communication to Members

Union representatives are entitled to distribute Union literature and to convene Union meetings on the Employer's premises during non-working hours.

6.07 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, will pass to and from the Employer and the CAW Union Representative, with a copy to the Chief Shop Steward.

6.08 Union Label

All documents produced by bargaining unit members in the office of the Employer shall bear the CAW Local 3000 label.

6.09 Leave of Absence to Attend Union Functions

In the event that an employee is 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, he/she shall be granted leave of absence to attend Union meetings during working hours, providing the employee requests such time off at least five (5) working days in advance. Such time off must be authorized in advance by the Employer. Time off with pay and benefits will be limited to ten (10) days annually. Time off in excess of ten (10) days will be with loss of pay only.

6.10 Leave of Absence for Full-Time Union or Public Duties

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon fifteen (15) working days written notice to the Employer, the Employer shall allow leave of absence without pay, but without loss of benefits for thirty (30) calendar days so that the employee may be a candidate in federal, provincial, or municipal elections.

- (a) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during his/her terms of office.
- (b) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during his/her appointment or term of office.

ARTICLE 7 - UNION/MANAGEMENT COMMITTEE

7.01 Establishment of Committee

A Union/Management Committee will be established consisting of two (2) Shop Stewards and one (1) representative of the bargaining unit, and (3) representatives of the UBCP Executive Board and/or Management. The Committee shall enjoy the full support of both parties in the interests of improved service to the UBCP members, the general public and job security for the employees.

7.02 Function of Committee

The Committee shall concern itself with the following general matters:

- (a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- (b) Improving and extending services to the UBCP membership and the general public.
- (c) Promoting safety and sanitary practices.
- (d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- (e) Correcting conditions causing grievances and misunderstandings.
- (f) To convene in response to, and consider options regarding, specific situations with respect to, but not limited to, casual support staff and assignment of additional duties.
- (g) This Committee will not make any decisions that are binding upon the Union as a whole without the approval of the Union. It will not violate or change this Agreement in any way. Union members will not be required to assume management responsibilities in the enforcement of any rules or regulations.

7.03 Meetings of Committee

The committee will meet by mutual agreement at the request of either party at a mutually agreeable time and place. Its members will receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

7.04 Chairperson of the Meeting

An Employer and a Union representative will be designated as joint chairpersons and shall alternate in presiding over meetings.

7.05 Minutes of Meeting

Minutes of each meeting of the Committee will be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting and distributed to all members of the bargaining unit.

ARTICLE 8 - UNION/MANAGEMENT BARGAINING RELATIONS

8.01 Representatives

The Employer will not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees will undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union will be the Spokesperson.

8.02 Request of Information for Bargaining Purposes

Upon request by the Union, the Employer will make available to the Union, within five (5) working days, any information required by the Union such as job descriptions, postings in the bargaining unit, job classifications, wage rates, financial and actuarial information pertaining to insurance and welfare plans.

8.03 Union Bargaining Committee

A Shop Steward plus two (2) employees will comprise the Union Bargaining Committee and shall be permitted to participate in negotiations relative to the renewal of this Collective Agreement, without loss of pay or other benefits. In preparation for the negotiations, an allowance of one (1) working day with pay shall be permitted. The employees shall be elected or appointed under the Constitution and By-Laws of the CAW Local 3000.

Request for time off under this Clause shall be made a minimum of five (5) working days in advance. In circumstances where five (5) days notice cannot be given, the Employer shall not unreasonably deny the leave.

The Union will take into consideration the Employers staffing concerns when electing or appointing its Bargaining Committee.

ARTICLE 9 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

9.01 Employer Shall Notify Union

UBCP agrees to discuss any reports or recommendations made to or by UBCP that may materially affect the terms and conditions of employment of members of the bargaining unit in a timely manner to afford the CAW a reasonable opportunity to consider the report or recommendations and, where determined necessary by the CAW, to speak to the report or recommendations before any final decision is made by UBCP. This clause does not apply to reports respecting bargaining, grievances or confidential labour relations matters between UBCP and CAW.

9.02 Copies of Resolutions

Copies of all motions, resolutions and bylaws or rules and regulations adopted by the ACTRA Executive, ACTRA Performers Guild (APG) and UBCP Executive Board which affect members of this Union are to be forwarded to the Shop Steward(s).

ARTICLE 10 - DISCIPLINE, SUSPENSION AND DISCHARGE

10.01 Discipline and Discharge

Employees can only be disciplined or discharged for just and reasonable cause.

10.02 Confidentiality

All matters regarding the discipline, grievance and arbitration procedure shall be considered and remain confidential.

10.03 Principle of Innocence

Both parties agree that an employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an employee that may result in the suspension or discharge of the employee, the procedure set out below will be followed.

10.04 Discipline Procedure

- (a) The employee will be notified in writing by the Employer, with full disclosure of the reasons, grounds for action, and/or penalty, with a copy to the Union Representative.
- (b) The employee will continue his/her employment with all rights and benefits while the Employer processes a grievance with the Steward(s), which shall render a decision in accordance with the Grievance Procedure.

- (c) Should the dispute not be resolved by the Grievance Procedure, the employee will continue his/her employment with all rights benefits, subject to an arbitrator's review of the Employer's disciplinary action.
- (d) The continuation of employment and all rights and benefits referred to in (b) and (c) above shall not exceed six (6) months.

10.05 Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause will rest with the Employer. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee, except that the Employer may introduce evidence of misconduct of which it could not reasonably have been aware at the time of discipline or discharge.

10.06 Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within ten (10) working days of the Employer becoming aware of the event of the complaint, with copies to the Union and to the CAW Representatives. This notice will include particulars of the work performance that led to the dissatisfaction. If this procedure is not followed, such expression of dissatisfaction will not become part of his/her record for use against him/her in regard to discharge, discipline, promotion or other related matters. This article is applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction will become part of his/her record. The record of an employee will not be used against him/her at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided that there have been no further letters of reprimand, adverse reports or discipline regarding an incident of a similar nature in the subsequent twelve (12) month period.

10.07 Crossing of Picket Lines During Strike

An employee covered by this Agreement has the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees, or to refuse to handle goods from an employer where a strike or lockout is in effect. Failure to cross such a picket line or to perform the work of striking or locked out employees or to handle goods from an employer where a strike or lockout is in effect by a member of this Union will not be considered a violation of this Agreement, nor will it be grounds for disciplinary action, other than loss of wages for the period involved.

10.08 No Reprisals Arising From Work Stoppage

The Employer agrees that it will not terminate, suspend, discipline, discriminate, coerce, intimidate, impose or seek to impose a pecuniary or other penalty against any person because he or she engaged in a legal work stoppage, or in any activity related to a legal work stoppage.

10.09 Political Action

No employee will be disciplined for participation in any political action(s) called for by the CAW, its affiliates, or associated bodies and endorsed by the National Executive Board or National President of the CAW.

10.10 Right to Have Steward Present

A Steward must be present at any discussion between management and an employee intended to be the basis of disciplinary action.

- (a) A Steward or local union officer has a right to consult with a CAW Union Representative and to have him/her present at any discussion with management which may be the basis of disciplinary action.
- (b) Where management schedules an interview, discussion or meeting for a disciplinary purpose, management must advise the employee and a Steward in advance of the interview, discussion or meeting of its intended purpose.
- (c) An employee has the right to the presence of a Steward at any meeting or discussion with management.

10.11 Personnel Records

- (a) An employee has the right at any time to have access to and review his/her personnel records. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.
- (b) No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.
- (c) An employee has the right to access and to make copies of any material contained in his/her personnel record upon request.
- (d) The Personnel records of an employee, or former employee, will not be shared in any manner with any other employee, employer or agency without the prior written consent of the employee concerned.

10.12 Use of Demotion as Discipline

Demotion will not be used as a disciplinary measure.

ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE

11.01 Definition and Recognition of a Grievance

- (a) The Employer and the Union recognize that grievances may arise concerning:
 - (i) Any complaint, disagreement or differences of opinion between the parties respecting the interpretation, application, operation or alleged violation of this collective agreement, including a question of whether a matter is subject to arbitration.
 - (ii) The dismissal or discipline of an employee bound by this collective agreement.
- (b) The procedure for resolving a grievance is the grievance procedure in this Article.
- (c) Shop steward(s) and grievors will not suffer any loss of pay or benefits for the total time involved in the grievance and arbitration procedure.

11.02 Informal Efforts at Resolution

The parties to a grievance are encouraged to make an earnest effort to resolve a grievance through informal discussion. The provisions of Article 10.10 apply to this informal process.

11.03 Step One – Formal Grievance

- (a) The Employer will advise the Union as to its Step One designate(s).
- (b) If no resolution has been reached through the informal process, notice of the grievance must be filed by the Union in writing with the appropriate Step One designate within ten (10) working days after the occurrence of the alleged grievance or of the date on which the employee first had knowledge of the event(s) giving rise to a grievance.
- (c) The Step One designate must answer the grievance within ten (10) working days of receipt.
- (d) At the discretion of the Union, a CAW Union Representative may be involved in the grievance.

- (e) A grievance at Step One must clearly describe the nature of the incident or occurrence which gave rise to the grievance and clearly state the provision of the collective agreement which is alleged to have been violated.
- (f) Any resolution of a grievance or a potential grievance reached at Step One is without prejudice or precedent to either party to the collective agreement.

11.04 Step Two

- (a) In the event that the grievance is not satisfactorily resolved at Step One, it may be advanced to the CEO at Step Two within five (5) working days on the date at which a written answer was delivered rejecting the grievance at Step One.
- (b) The CEO and the Step One designate and the employee, a shop steward(s) and a CAW Union Representative will attempt to resolve the grievance at Step Two.

11.05 Step Three – Arbitration

In the event that the Step Two process does not resolve the grievance to the satisfaction of the Union and the Employer, either the Union or the Employer may advance the grievance to the next step. The next step involves a selection from the following alternatives:

- (a) a single Arbitrator
- (b) an application under section 104 of the Labour Relations Code.

11.06 Policy or General Grievance

Policy, group and grievances pertaining to suspension and/or discharge will be initiated at Step Two of the grievance procedure.

11.07 No Deviation from the Grievance Procedure

- (a) Once a grievance has been initiated by the Union, the Employer will not enter into any discussion or negotiation with respect to the grievance, either directly or indirectly, with an employee who has initiated or is the subject of a grievance, without the consent of the Union.
- (b) The Union agrees that if, after a grievance has been filed by the Union, an employee endeavours to pursue the same grievance or complaint through any other channel than the procedure contained in this Article, the grievance shall be considered to be withdrawn, except where the other procedure is a complaint to the Human Rights Commission.

11.08 Arbitration Hearing and Award

- (a) The parties agree to use the following arbitrators: Joan McEwen, Jim Dorsey, Joan Gordon, Robert Pekeles.
- (b) The arbitrator will be encouraged to commence the arbitration within fifteen (15) working days of her/his appointment and to render a decision within fifteen (15) working days of the conclusion of any arbitration hearing.
- (c) In order to expedite the arbitration process, the parties agree that they will meet to identify the issue or issues and to prepare, in written form, a statement of facts which are not in dispute. The identification of the issue(s) and the statement of agreed facts will be provided to the Arbitrator.
- (d) The parties recognize that they are bound by the decision of the arbitrator.

11.09 Authority of the Arbitrator

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

11.10 Cost Sharing

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

ARTICLE 12 - JOB CLASSIFICATION AND RECLASSIFICATION

12.01 New Job Classification and Reclassification

The Employer will prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the job description and rate of pay will be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the classification or reclassification and/or rate of pay for the job in question within ten (10) consecutive days, such dispute will be submitted to grievance and arbitration for determination. The new rate will become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

12.02 Appendix "B", Job Descriptions

Appendix "B", Job Descriptions, is hereby incorporated into this Agreement.

ARTICLE 13- JOB POSTINGS

13.01 Job Postings

- (a) When a new position is created, or when a temporary or regular vacancy occurs, the Employer will notify the Union in writing and post notice of the position on the bulletin board within five (5) working days. Vacancies arising from normal retirement or maternity leave will be posted not less than sixty (60) days prior to the employee's normal retirement/maternity leave date, with notification in writing to the Union. The Employer has no obligation to post a vacancy created by the promotion or transfer of an employee until thirty (30) days after the effective date of the promotion or transfer.
- (b) The Shop Steward(s) will receive copies of all job postings and shall be provided with copies of all internal job applications at the time they are submitted.
- (c) Members of the bargaining unit who wish to apply for a vacancy or new classification must do so in writing within five (5) working days of the job posting.
- (d) The Employer must notify, by telephone, employees absent or on layoff during the period that vacancy is posted, of the vacancy. It is the employee's responsibility to advise the Employer in writing of their contact telephone number when absent or on layoff.
- (e) The Employer will fill vacancies from within the bargaining unit before hiring new employees.
- (f) In the event that the Employer determines that no applicant from within the bargaining unit has the skills and qualifications to do the work required, or when no application has been filed, the Employer may fill the vacancy or new classification of work from outside of the bargaining unit.
- (g) The Employer must examine all bargaining unit applications and interview all bargaining unit applicants prior to considering external applicants.
- (h) Where possible, the Employer shall advise each applicant and the Union in writing of its decision within seven (7) calendar days of the closing of the posting.
- (i) The Employer will notify an employee who is successful on an application for a job posting within thirty (30) calendar days following the end of the posting period.

13.02 Job Posting Detail

- (a) The posting will contain the following information: nature of position, qualifications, required knowledge and education, skills, hours of work, and salary rate.
- (b) Qualifications and requirements will be those necessary to perform the job functions and may not be established in an arbitrary or discriminatory manner.
- (c) All job postings will state that "The Canadian Autoworkers Local 3000 adheres to the principle of employment equity."

13.03 Selection Process

Preference for job awards will be given to employees who have the seniority and the skills and qualifications to do the job.

13.04 Trial Period for Promotions, Transfers & Staff Changes

- (a) An employee who is the successful applicant for a job posting will be provided a trial period of sixty (60) days worked following commencement in the new position during which time he/she will receive the necessary training for the position. The employer shall provide two (2) written evaluations, one after thirty (30) days worked of the trial period, and the other five (5) scheduled days of work prior to the completion of the trial period. The Employer may not curtail the trial period before it has been completed without just cause. The Employer will notify the employee(s) in writing of the successful completion of the trial period.
- (b) If the employee proves unsatisfactory during the trial period, the Employer must outline in writing its concerns to the employee. The employee will return to his/her former position without loss of seniority and other employees who have been appointed to fill subsequent postings will return to their former positions without loss of seniority.
- (c) The employee may, at any time during the trial period choose to return to his/her former position without loss of seniority.
- (d) Employees who have been appointed to fill subsequent postings will return to their former position without loss of seniority.

13.05 No Outside Advertising

- (a) No outside advertisement for any vacancy or new classification within the bargaining unit will be placed until all bargaining unit applications have been examined and all bargaining unit applicants have been interviewed.

ARTICLE 14 - DEFINITION OF EMPLOYEES

14.01 Definitions

- (a) A “casual” is an employee who is employed to provide short term help in any of the job classifications listed in Appendix B for a period of thirty (30) calendar days or less except where that period is extended by mutual agreement between the Employer and the Union.
- (b) A “regular” employee is an employee employed for work of a continuous nature.
- (c) A “temporary employee” is an employee hired to fill a temporary position.
- (d) A “temporary position” is one created for a special project or specific work required for a period of more than thirty (30) days but not exceeding six (6) months, except in the case of maternity or parental leave or when extended by mutual agreement between the Union and the Employer.

14.02 Availability for Temporary Positions

- (a) A temporary employee may be hired for a temporary position when no regular employee has the skills and qualifications to do the work of the temporary position or where no regular employee has made an application for a temporary position.
- (b) When a regular employee fills a temporary position, he/she will return to his/her previous position when the term of the temporary position expires.

14.03 Preference for Regular Employees for Casual Work

The Employer will make reasonable efforts to offer work of a casual nature to interested regular employees before hiring casual employees provided that no overtime costs are incurred and the operations of the Employer are not unduly disrupted by assignment of regular employees to perform casual work.

14.04 Temporary and Casual Employees Eligibility to Apply for Regular Vacancies

An application by a temporary or casual employee for a regular position posted pursuant to Article 13 will be considered after the Employer has determined that no applicant regular employee has the skills and qualifications to do the work of the posted position or where no regular employee has made an application.

14.05 Temporary Employee Job Posting Rights

- (a) A temporary employee has a continuing right to be considered on jobs posted pursuant to Article 13.01 following termination of his/her temporary employment.

- (b) The duration of this right is equivalent to the period of time worked in the last completed temporary employment.
- (c) A former temporary employee applying for a posted job will be evaluated after regular employee applicants and before outside applicants for a position which he/she previously occupied. If the temporary employee has the skills and qualifications for such a job, he/she will be hired before an outside applicant.
- (d) Where a former temporary employee applies for a job other than a job he/she previously occupied, he/she will be considered before outside applicants.
- (e) A former temporary employee is responsible for ensuring that the Employer has his/her current phone number and address.

ARTICLE 15 - LIMITS ON USE OF TEMPORARY AND CASUAL EMPLOYEES

15.01 Limits on Use of Temporary and Casual Employees

The Employer shall not use a temporary or casual employee if it results in the lay-off of a regular employee, or if it would prevent the recall from lay-off of a regular employee or if it would prevent the hiring of a regular employee.

ARTICLE 16 - PROBATION

16.01 Probationary Period

- (a) All new regular and temporary employees will serve a probationary period of sixty (60) days worked commencing on the first day of employment.
- (b) If a temporary position becomes regular in a classification and the temporary employee who has been filling the temporary position is the successful candidate following completion of the job posting procedure in Article 13, the probationary period must be reduced by the time already spent filling the position on a temporary basis.

16.02 Probationary Work Performance Reviews

The Employer will provide orientation and training for forty-five (45) calendar days to all probationary employees and two (2) written evaluations, one after thirty (30) days worked of the probationary period, and the other five (5) scheduled days of work prior to the completion of the probationary period. The Employer will notify the employee(s) in writing of the successful completion of the probationary period.

ARTICLE 17 – SENIORITY

17.01 Seniority for Regular Employees

Seniority will be accumulated on the basis of length of service with the Employer and will be credited to each employee at the completion of the probationary period of sixty (60) working days, retroactive to the first day of employment. The Employer will notify the employee(s), in writing, of the successful completion of the probation period.

17.02 Seniority List

- (a) A seniority list will be made available to the Union on October 1st of each year. Seniority of employees will be calculated from the date of their employment with the Employer, based on actual time worked while on continuous employment including regular and temporary assignments.
- (b) For the purpose of this Article, continuous employment means while the employee is considered an employee regardless of whether or not he/she is on the payroll of the Employer.

17.03 Temporary Employee Converting to a Regular Employee

Except as set out in this clause, a temporary employee has no seniority.

- (a) A temporary employee who works more than six (6) months in any consecutive nine (9) month period, will be considered as having become a regular employee, effective his/her commencement of temporary employment, except where the employee occupied a temporary position created by a maternity or parental leave or where extended by mutual agreement between the Employer and the Union.
- (b) A temporary employee reclassified to regular status without a break in employment will have rights under this Collective Agreement based on seniority dated from the first day of the last period of temporary employment. Breaks of sixty (60) calendar days or less between temporary employment are not considered a break in employment.

17.04 Seniority Accumulation

Seniority will continue to accumulate:

- (a) while the employee is on a maternity leave, sick leave or any other leave of absence, whether paid or unpaid;
- (b) while on layoff pursuant to Article 20.05.

- (c) Super seniority will not be recognized.

17.05 Termination of Employment

- (a) Employment and seniority rights will be lost when an employee:
 - (i) Voluntarily resigns in writing.
 - (ii) Is discharged for just cause in writing.
 - (iii) Is deemed to have resigned as a result of not returning to work within fifteen (15) calendar days of being recalled from lay-off for work in excess of four (4) weeks after having been notified by registered mail to the last known address. If illness or other just cause prevents the employee from responding in time, the period shall be extended by the duration of the illness or as mutually agreed. It is the responsibility of the employee to keep the Employer informed of his/her current address. The employee and the Union will be notified in writing of employment and seniority loss.
 - (iv) Is not recalled within twelve (12) months of layoff.
 - (v) Fails to become and remain a member in good standing of the CAW.
- (b) Seniority rights will be lost when an employee accepts an excluded position with the Employer for a period exceeding ninety (90) calendar days.

17.06 Longevity Increment

Employees with two (2) years of service or more will receive longevity pay of \$2.00 per week for each year of service.

ARTICLE 18 - PROMOTIONS, TRANSFERS AND STAFF CHANGES

18.01 Role of Seniority in Promotions, Transfers, and Staff Changes

Both parties recognize:

- (a) The principle of promotion within the service of the Employer.
- (b) That job opportunity should increase in proportion to length of service. Therefore, in making staff changes, transfers, or promotions, appointments will be made of the applicant(s) with the greatest seniority and having the required qualifications in accordance with Article 13.02.

ARTICLE 19 - WORKLOAD AND PERFORMANCE ANALYSIS

19.01 Performance Reviews

The Employer and the Union recognize that a regular series of performance review creates a positive dialogue between an employee and the Employer. Accordingly, at least once each year, a formal review shall be undertaken between the employee and the Employer.

19.02 Review in Writing

The review will be in writing and an employee has the right to include his/her own comments.

19.03 Employee Recourse on Review

In the event that an employee feels that the review amounts to a reprimand and the review is not changed to the satisfaction of the employee, he/she has the right to recourse through the grievance procedure.

19.04 Monitoring of Workload and Performance

To enable the Employer to monitor regularly the overall performance of the Branch, the Employer and the employee representatives will meet as required to review workloads, job performance, office priorities and general service to the UBCP membership.

ARTICLE 20 - LAYOFFS AND RECALLS

20.01 Severance pay

- (a) An employee will be given sixty (60) calendar days notice or pay in lieu of notice and severance pay, if the Employer:
 - (i) Ceases or partly ceases the operation; or merges with another Employer, and
 - (ii) Is unable to provide work for a displaced employee at the same regular rate of pay in a comparable class of work.
- (b) An employee accepting severance pay will be deemed to have voluntarily resigned.
- (c) The employee will receive the following severance pay:
 - (i) For length of service up to one year - 4 weeks pay.
 - (ii) For length of service over one year - 4 weeks pay plus one week's pay for each year of service or major portion thereof.

- (iii) Where minimum provincial laws exceed this, the relevant provincial laws shall govern.

20.02 Job Security

In the interest of harmonious relations and for the mutual benefit of the CAW Local 3000 and the Employer, the Employer will make every effort to ensure stability and job security.

- (a) The Employer will ensure that employees are not displaced from employment or suffer reduction in pay as a result of the introduction of any new technology or major internal reorganization. The Employer will make every effort to ensure against reduction in pay, loss of seniority or displacement from employment of an employee in the case of a reorganization of functions resulting from a merger of organizations, including the integration of employees and services between the Employer and any other guild or union organization.
- (b) In the event that the Employer must reduce the size of the work force as a result of fiscal restraints, the provisions of this article will apply.

20.03 Definition of Lay-off

A lay-off will be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

20.04 Role of Seniority in Lay-off

- (a) Both parties recognize that job security will increase in proportion to length of service. Therefore, in the event of a lay-off, employees will be laid off in the reverse order of their bargaining-unit-wide seniority subject to the capacity to perform the available work. If the employee with more seniority requires a sixty (60) days worked trial period to familiarize the employee with the position, such trial period will be granted.
- (b) The right to bump includes the right to bump up.
- (c) With the agreement of the Employer, an employee with greater seniority may choose voluntary layoff or severance pay pursuant to Article 20.01 so a more junior employee can continue working.
- (d) With the agreement of the Employer, as an alternative to layoff, an employee subject to layoff may accept severance pay under Article 20.01.

20.05 Seniority Accumulation and Recall Procedure

Employees on lay-off will continue to accumulate seniority for twelve (12) months. When vacancies occur, employees on lay-off will be recalled in order of seniority.

20.06 No New Employees

New employees will not be hired until those laid off and capable of performing the available work have been given the opportunity of recall.

20.07 Advance Notice of Lay-offs

- (a) The Employer may lay off an employee with less than ninety (90) days notice provided it provides compensation in lieu of the days for which notice is not provided.
- (b) At the time of advising the Union of the impending lay-off, the parties will meet to discuss ways of reducing the impact of the layoffs on the bargaining unit.
- (c) If the employee(s) has not had the opportunity to work the days as provided in this Article, he/she will be paid for the days for which work was not made available.

20.08 Minimizing the Impact of Lay-off

- (a) In an attempt to minimize the impact of the lay-off, the Employer may negotiate with the Union to make whatever monetary arrangements are mutually satisfactory to the individual and the Employer. These arrangements may include, but are not limited to, monetary bonuses, and alternate working arrangements.
- (b) The Employer and the Union shall cooperate in assisting laid off employees to obtain employment elsewhere. In particular, it is agreed that reasonable time off will be given for employment search, including attendance at job interviews during the notice period. The Employer's facilities may be used for preparation of a resume, letters of reference and any other resources necessary to facilitate an employee's job search.

20.09 Acknowledgment of Reduced Membership Services

It is understood that reduction in the size of the work force may result in a reduction in the level of service provided by the Employer. It is agreed that the Employer, the Union and the employees in the department(s) involved will cooperate in redefining the priorities of the department(s) and reassigning the necessary work. The Employer will communicate as much information as possible to its membership concerning any services that may be curtailed.

20.10 Insurance and Retirement

- (a) Insurance Plan: Subject to the terms of the applicable insurance plan, employees on lay-off will be covered for all benefits provided through the UBCP designated Health Plan, except for Weekly Indemnity and Long Term Disability. Such coverage shall extend until thirty (30) days after the employee has commenced other permanent employment or one (1) year from the date of the lay-off, whichever occurs first. The cost of premiums will be borne by the Employer.
- (b) Retirement Plan: Employees on lay-off will have the option of de-registering the RRSP, transferring the funds to another RRSP or maintaining the account through the ACTRA Fraternal Benefit Society or the UBCP designated RRSP Plan, as chosen by the employee.

ARTICLE 21 - AMALGAMATION, REGIONALIZATION & MERGER PROTECTION

21.01 Amalgamation, Regionalization and Merger Protection

In recognition of the need for input, UBCP will meet with the CAW Local 3000 in advance of any action being taken to discuss the possible impact of technological change, merger of organizations or major internal reorganization.

In the event the Employer merges or amalgamates with any other body, the Employer undertakes to ensure that:

- (a) Employees will be credited with all seniority rights with the new Employer. All service credits relating to vacation with pay, sick leave credits and other benefits will be recognized by the new Employer.
- (b) All work and services presently performed by members of the CAW Local 3000 will continue to be performed by CAW Local 3000 members with the new Employer.
- (c) Conditions of employment and wage rates for the new Employer will be equal to the best provisions in effect with the merging Employers.
- (d) If the employer amalgamates, affiliates or merges with any other union, guild or organization, the Employer agrees that no employee shall be laid-off, terminated or otherwise displaced as a result of such amalgamation, affiliation or merger for a period of two (2) years following such amalgamation, affiliation or merger.
- (e) Preference in location of employment in the merged location will be on the basis of seniority.

ARTICLE 22 - HOURS OF WORK AND OVERTIME

22.01 General Provisions

- (a) "Regular hours of operation" are the hours between 8:30 a.m. and 5:00 p.m. Monday to Friday. The calendar week is Sunday to Saturday.
- (b) Except as otherwise established pursuant to this Article, a regular work day shall consist of seven (7) consecutive hours per day inclusive of two (2) fifteen (15) minute paid rest periods and exclusive of a one (1) hour unpaid lunch break. Weekly hours are thirty-five (35) hours per week within the regular hours of operation.
- (c) All time spent in Board, Staff or Membership meetings and any other occasion directed by the Employer will be considered time worked and paid accordingly, or the equivalent time off shall be granted to the employees.
- (d) A flexible work schedule may be negotiated between an employee and the Employer. The Chief Shop Steward will be advised of the proposed agreement before it is finalized. In the absence of agreement on a flexible schedule, the provisions of this Article will apply.
- (e) Where an employee is absent for any reason, the Employer will ensure proper and efficient operations.

22.02 Overtime

- (a) All overtime is voluntary and must be pre-authorized by management except where the Employer requires attendance at a UBCP Executive Board, staff or membership meeting outside of the employee's scheduled hours.
- (b) Overtime will be compensated at the employee's pro-rated hourly rate at:
 - (i) Time and one-half (1 ½) for each hour beyond seven (7) hours;
 - (ii) Double time (2) for each hour beyond the eleventh (11) hour in any one day.
- (c) Overtime work on a Saturday, Sunday or an employee's scheduled day off will be compensated at double (2) time for each hour worked unless the Employer and employee agree that Saturday or Sunday will be part of an employee's work schedule.
- (d) An employee who is required to work on a day of rest or outside of normal working hours for a period of time not contiguous with normal working

hours will be compensated for a minimum of four (4) hours at the applicable overtime rate.

- (e) Overtime will be paid in one-quarter (1/4) hour units. It is the employee's option to receive payments for overtime worked or time off in lieu of overtime pay equivalent to the number of hours for which he/she would have been paid. In any event, all accumulated overtime will be paid out to an employee by the end of the calendar year after the year in which it was accumulated.
- (f) When an employee is required to work overtime for a minimum of two (2) hours beyond his/her scheduled seven (7) hour work day, and such overtime extends beyond the two (2) hour minimum and the employee has not otherwise already taken her/his forty-five (45) minute rest period, overtime will be paid in accordance with 22.02 (e), and the additional three-quarter (3/4) hour unit will be calculated at the employee's regular rate of pay and be added to the overtime pay in consideration of the missed rest period. A meal will be provided or paid in accordance with 32.01 (a) (ii).
- (g) Each employee is entitled to a rest period of not less than (10) hours between the end of one work day and the beginning of work on the next day. An employee who commences work late in a day to meet this requirement will finish a subsequent work day at the end of his/her scheduled day with no loss of pay.
- (h) In unforeseen circumstances where it is necessary to work overtime and the employee cannot reasonably contact management for authorization, the employee will be credited with the overtime worked at the discretion of the Employer. A request for overtime credit under this clause will not be unreasonably denied.
- (i) The Employer will offer overtime that is not job specific in order of seniority on a rotational basis. Where an employee declines an offered overtime opportunity, the employee will move in the rotation as if the offered overtime was accepted.
- (j) All hours falling between the end of an employee's regular shift and the commencement of pre-planned and/or pre-requested work the employee performs on behalf of the Employer in the same work day will be considered as time worked and compensated at the appropriate rate.
- (k) Where an employee is required to attend an Executive Board, staff or membership meeting on his/her scheduled day off, he/she will be credited with one-half (1/2) hour of overtime in addition to the time worked.

22.03 Option for Daily and Weekly Hours & Overtime for Servicing Staff

- (a) "Servicing staff" includes the Communications Officer, the Organizer, all Union Representatives and any other position that may be defined as Servicing Staff by agreement between the Employer and the Union.
- (b) The parties recognize the primary importance of membership servicing for a trade union such as UBCP whose members may be required to work hours beyond the standard work day and work week. In addition, the parties recognize that the unique nature of film, television, commercial and related production makes performers vulnerable to exploitation. The parties also recognize the concerns of employees in relation to workload and other demands.
- (c) To that end, the parties agree on an alternative to the hours of work and overtime provisions established under Articles 22.01 and 22.02 as an option for servicing staff. This approach will allow both employees and UBCP to determine the degree of self-management that will apply to individual members of the servicing staff.
- (d) Current servicing staff will make an election to work under the provisions of either of:
 - (i) Option A --the hours of work and overtime provisions contained under Articles 22.01 and 22.02 above, or
 - (ii) Option B – as established under Article 22.04.
- (e) Each election is for six-month period commencing January 1 and July 1 of each year.
- (f) An employee must advise management in writing of his/her election between working under Articles 22.01 and 22.02 or working under Article 22.04 at least two weeks prior to the effective date. Management must advise the employee in writing of acceptance or rejection of the employee's election within one week of the effective date. Option A is the default in the event that there is no agreement between management and the employee at each election.
- (g) Employees hired, promoted or transferred into servicing staff positions or the Organizer or Communications Officer Positions will be assigned to hours of work under Option A or Option B at the Employer's discretion but may request a change in each six month period. Such a request for a change will not be unreasonably denied.
- (h) Current employees subsequently promoted into servicing staff positions will have an election at the next election period after one (1) year in the servicing staff position.

22.04 Optional Hours and Overtime

The following are the hours of work and overtime provisions for servicing staff electing or assigned to work under Option B. These provisions do not apply to servicing staff working under Option A.

- (a) Each employee will work an average of one hundred and fifty-one and one-half (151.5) hours each month. Daily hours and days worked for each servicing staff employee will fluctuate based upon individual workloads reflecting the servicing assignments of individual employees. Employees will be self-managing in terms of the manner in which they structure their work assignments.
- (b) Servicing staff will advise management of their work activities through reports, office contact or other methods as required.
- (c) In lieu of overtime, servicing staff will:
 - (i) Accrue three (3) days of paid time off in each calendar quarter, prorated for each partial quarter worked, and
 - (ii) receive an add-to pay of four percent (4%).
- (d) Lieu days will not accrue for quarters in which the employee is absent for paid or unpaid leaves of absence in excess of seven (7) working days and will not accrue during maternity or paternity leave. For the purposes of this clause, vacation is not considered to be leave.
- (e) Subject to operational requirements, lieu days will be utilized in the quarter following the quarter in which they accumulated. Where possible, lieu days will be scheduled by mutual agreement. Neither the Employer nor the employee will unreasonably withhold agreement on scheduling lieu days. Management has the right to schedule days off where agreement cannot be reached. Lieu days that are not utilized will be paid out in cash at equivalent straight time rates.
- (f) Overtime hours at time and one-half (1.5) will be paid as follows:
 - (i) Four (4) hours for each consecutive overnight assignment requiring accommodation away from the employee's principal residence, commencing on the third complete night of the assignment.
 - (ii) All hours in excess of four hour pre-approved for overtime on statutory holidays. Travel time will be considered as time worked.

22.05 Payout of Accumulated Overtime on Termination or Death

Accrued and unused overtime will be paid in full to:

- (a) the employee upon retirement or termination, or

- (b) the employee's estate upon the death of the employee.

22.06 Servicing Staff On-call

Because film, television, commercial and related production may occur at any time of the day or any day of the week, the parties agree to implement an "on call" system as follows:

- (a) Designated members of management, the Business Agent, Film & Television and each member of the servicing staff who has selected or been assigned to Option B under Article 22.04 above may be assigned to an on-call rotation of one week each to a maximum of one week per month.
- (b) UBCP members will be directed to call the on-call number where a problem arises outside of normal operating hours.
- (c) An employee will receive \$200 for each week he/she is on-call in addition to any other regular or overtime payment.

ARTICLE 23 - PAID HOLIDAYS

23.01 Paid Holidays

- (a) The office of the Union of BC Performers shall be closed on the following holidays without loss of pay to the employees:

New Year's Day	Canada Day
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	½ day Christmas Eve Day
Victoria Day`	Christmas Day
Civic Holiday	Boxing Day
Labour Day	½ day New Years Eve Day

And any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal Government.

- (b) Employees will have, in addition, four (4) floating holidays exclusive of statutory holidays taken in consultation with the Employer.
- (c) In the expectation that many employees will choose to use these floating holidays to create a break between Christmas Day and New Year's Day, the local UBCP office may be closed and/or alternate arrangements may be made.

23.02 Compensation for Work on a Paid Holiday

All work performed on a paid holiday will be paid in accordance with Article 22.02(c) or Article 22.04(f)(ii).

23.03 Paid Holiday on a Non-Working Day

Subject to agreement between the Employer and the employees, if a holiday as indicated in Article 23.01 falls on a day which is a non-working day, the first working day before or after shall be deemed a holiday without loss of pay to the employee.

ARTICLE 24 - VACATIONS

24.01 Vacation Granted

- (a) Regular employees will be granted vacation with pay in accordance with Clause 24.02. Regular employees working less than thirty-five (35) hours per week shall have equivalent vacation time off.
- (b) Temporary and Casual employees shall be paid an additional four percent (4%) for vacation pay on each pay cheque.
- (c) Upon request, employees shall receive accrued vacation pay to be paid not less than seven (7) days prior to the commencement of vacation.
- (d) No vacation with pay shall be granted during the probationary period.
- (e) Vacations shall accrue to those employees on active employment and shall be taken on a seniority basis, where applicable, and by mutually agreed upon arrangement between the Employer and the employee concerned.

24.02 Length of Vacations

Employees shall accrue the following vacation credits:

1 to 3 years employment	15 paid days per annum
4 to 7 years employment	21 paid days per annum
8 to 11 years employment	25 paid days per annum
12 to 15 years employment	30 paid days per annum
16 years employment and over	35 paid days per annum

24.03 Carry Over of Vacation Entitlement

Excluding employees with less than one (1) year of employment, all employees must take a minimum of two (2) weeks vacation every calendar year.

An employee may carry over vacation according to their entitlement noted in 24.02 as earned during the previous calendar year. Additional carry over in excess of their entitlement will require special permission of the Employer or will otherwise be paid out no later than January 31st of each year.

24.04 Compensation for Holidays Falling Within Annual Vacation Schedule

Where a holiday listed above falls within the annual vacation leave period, the employee concerned is entitled to one (1) day's leave at the end of the annual vacation leave period.

24.05 Vacation on a Paid Holiday

An employee on vacation on a paid holiday is entitled to one (1) additional day off which will be scheduled as a lieu day or two (2) days pay, the choice to be the employee's.

24.06 Vacation Pay on Termination or Death

Upon termination of employment, the employee will receive payment for annual leave accrued to the date of termination of employment, based on and payable on the schedule and method by which such accrued entitlement was acquired. In the event of an employee's death such payment will be paid to the estate.

24.07 Vacation Pay on Retirement

On retirement, an employee will be entitled to the same vacation or vacation pay which would have been earned if the employee had continued in employment to the end of the calendar year.

24.08 Unused Vacation on Death

If an employee who has been granted more vacation than he/she has used dies, the employee is considered to have earned the amount of vacation with pay granted.

24.09 Earned Vacation on Termination

When the employment of an employee who has been granted more vacation with pay than he/she has earned is terminated by lay-off, he/she is considered to have earned the amount of vacation with pay granted to him/her.

24.10 Working During Annual Vacation Period

No employee shall be required to perform work during his/her previously agreed annual vacation period. In extenuating circumstances, where an employee is assigned and agrees to perform work during her/his annual vacation, the employee will be paid at two (2) times the pro-rata hourly rate for such work. All

annual vacation cancelled due to the above shall be rescheduled at a time mutually agreed to between the employee and the Employer.

24.11 Preference in Vacations

If vacations are requested during the months of July and August, they will be granted first on the basis of seniority among those employees having children who attended school during the preceding spring, and secondly on the basis of seniority among those who did not have children attending school in the preceding Spring.

24.12 Vacation Schedules

Vacation schedules will be posted by May 1st of each year and will not be changed without the consent of the affected employees. The Employer will advise employees regarding their application for scheduled vacation within ten (10) working days of receipt of the application.

24.13 Unbroken Vacation Period

An employee will receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.

24.14 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave or bereavement, during his/her period of vacation and proof is provided for such leave, there will be no deduction from vacation credits for such absence. The period of vacation so displaced will either be added to the vacation period, provided the Employer is notified, or reinstated for use at a later date, in consultation with the Employer.

ARTICLE 25 – EDUCATION

25.01 Training Course Entitlement

All regular employees will be eligible for professional development and staff training activities where such activities are related to the enhancement of performance of duties for the Employer.

25.02 Paid Education Leave

- (a) The Employer agrees to pay into a special fund five cents (5¢) per hour per employee for all compensated hours. The purpose of such leave will be to upgrade employee skills in all aspects of trade union functions. Such monies will be paid on a quarterly basis into a trust fund established by the National Union, CAW, and forwarded by the Employer to: CAW Paid Education Leave Program, CAW-Canada, 205 Placer Court, North

York, Ontario M2H 3H9, effective from the date of ratification of this agreement.

- (b) The Employer further agrees that members of the bargaining unit, selected by the Union to attend this program, will be granted leave of absence for twenty (20) days class time, plus travel time where necessary. Such leave of absence will be intermittent over a twelve (12) month period from the first day of leave. Employees will continue to accrue seniority and benefits during such leave.

25.03 Education on the Job

The Employer recognizes that education is a continuing process. Accordingly, the Employer will allow the Union upon request to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises during the employees' lunch period or following the regular working day. Such requests will not be unreasonably denied.

25.04 Payment of Educational Fees

Where an employee successfully completes an educational course which is related to employment with UBCP, or is for the purpose of advancement within UBCP or is a course designed to foster personal development and, therefore, improve the ability of the employee to cope with the work demands:

- (a) The Employer will pay one hundred percent (100%) of all costs of tuition fees upon registration and pay all texts and other obligatory costs required for the course as needed. Prior to enrolment, the employee must receive approval from UBCP and, upon request, the employee must provide UBCP certification of successful completion of the course. The employee will be granted time off without loss of pay or benefits to attend approved courses.
- (b) Where the Employer requests that an employee obtains educational upgrading so that the employee can better function in his/her position, the employee and the Employer will mutually decide on course(s) related to the job function. The Employer will pay one hundred percent (100%) of tuition fees (upon registration), all texts and other obligatory costs required for the course(s) as needed. The employee will be granted time off without loss of pay or benefits to attend approved courses.
- (c) Where there is a bona-fide requirement that a Union Representative be aware of Health and Safety standards for onset visits, the employee will be granted time off without loss of pay or benefits to attend necessary courses. The Employer will pay one hundred percent (100%) of tuition fees (upon registration), all texts and other obligatory costs required for the course(s) as needed.

- (d) The Employer will authorize the employee to discuss the program or course with other employees at meetings scheduled during working hours.
- (e) Where such programs or courses are related to the performance of job duties at the workplace, the Employer will establish a collection of related written or visual materials, as agreed upon by the Employer and the Union.

ARTICLE 26 - EXTENDED LEAVE OF ABSENCE FOR EDUCATIONAL PURPOSES

26.01 Extended Leave of Absence

The Employer may grant an extended leave of absence without pay up to a maximum of four (4) calendar months. Such leave will not be unreasonably denied. The employee will continue to accrue seniority during approved leave of absence.

26.02 Extended Leave of Absence for Upgrading

For the purpose of upgrading an individual's qualifications relating to his/her employment within UBCP, the Employer, may grant extended leave of absence for up to two (2) years. The employee will continue to accrue seniority during approved leave of absence.

26.03 Banking of Salary

An employee may choose to work four years at eighty (80) percent of their salary and take a leave of absence for a one year period. During the period of leave, the employee will continue to receive wages at the rate of eighty (80) percent of their salary. All health care benefits will be maintained and seniority and RRSP contribution will accrue.

ARTICLE 27 - MATERNITY, PARENTAL AND PATERNITY LEAVE

27.01 Protection During Maternity

- (a) Maternity is a right. Accordingly, no employee will be laid off or otherwise adversely affected in her employment because of pregnancy. The Employer will not deny the pregnant employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee is entitled to transfer to another position, provided she is capable of performing the work and is otherwise entitled thereto by virtue of seniority.

- (b) For the purposes of this Article the term "unpaid" is not meant to exclude an employee's right to the Employer paid top-up as provided for in Clause 27.05 (Maternity/Parental Leave Allowance).

27.02 Maternity Leave

- (a) A pregnant employee who requested leave under this Clause is entitled to up to seventeen (17) weeks of unpaid leave:
 - (i) beginning
 - (A) no earlier than eleven (11) weeks before the expected birth date, and
 - (B) no later than the actual birth date, and
 - (ii) ending
 - (A) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - (B) 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 is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth.
- (c) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth, she is unable to return to work when her leave ends under sub-clauses (a)(i) or (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 stating the reasons for requesting additional leave under Clause (c).
- (e) A request for a shorter period under sub-clause (a)(ii)(A):
 - (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.

27.03 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 27.02 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Clause 27.02 unless the Employer and employee agree otherwise.
 - (ii) for a birth mother who does not take leave under Clause 27.02 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 non-birth parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
 - (iv) for an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
- (b) If the child has physical, psychological or emotional conditions requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under Clause 27.03(a).
- (c) A request for leave must:
 - (i) be given in writing to the Employer;
 - (ii) if the request is for leave under Clause 27.03(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 of other evidence of the Employee's entitlement to leave.
- (d) An employee's combined entitlement to leave under Clause 27.02 and this Clause is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Clause 27.02(c) and 27.03(b).

27.04 Seniority Status During Parental Leave

An employee on parental leave retains his/her full employment status and rights and accumulates all benefits under this collective agreement. If the employee

elects to terminate employment with the Employer rather than return to work from such parental leave, the employee must refund to the Employer the amount of premiums paid during the period of parental leave.

27.05 Maternity/Parental Leave Allowance

During the period of maternity/parental leave, an employee is entitled to a maternity/parental leave allowance as follows:

- (a) For the first two (2) weeks an employee shall receive no salary.
- (b) Employees will receive a lump sum payment equivalent to ninety-five (95%) of two (2) weeks salary; and
- (c) For up to a maximum of twenty-five (25) additional weeks:
 - i) the employee will receive payments equivalent to the difference between Employment Insurance Benefits (EI) the employee is eligible to receive and ninety-three percent (93%) of her/his weekly rate of pay.
 - ii) an employee who does not qualify for EI will receive payments equivalent to the difference between the existing statutory rate for EI benefits and ninety-three percent (93%) of her/his weekly rate of pay.
- (d) The maternity/parental leave may commence at anytime in one consecutive period, between the sixth (6th) week before the expected birth week and twenty-seven (27) weeks after the actual birth.

27.06 Paternity Leave

- (a) When an employee decides to return to work after parental leave, she/he must provide the Employer with at least thirty (30) days notice
- (b) Parental or partner leave with pay will be granted for a period of five (5) days.

27.07 Duties of Employer

- (a) An Employer must give an employee who requests leave under Clauses 27.02 and 27.03 the leave in which the employee is entitled.
- (b) An Employer must not, because of an employee's pregnancy or a leave allowed by Clauses 27.02 and 27.03:
 - (i) terminate employment, or

- (ii) change condition of employment without the employee's written consent.
- (c) As soon as the leave ends, the Employer must place the employee:
 - (i) in the position the employee held before taking leave under Clause 27.02 and/or Clause 27.03.
 - (ii) in a position of equal classification and rate of pay, if the original position no longer exists.
- (d) If the Employer's operations are suspended or discontinued when the leave ends, the Employer must, subject to the seniority provisions in this collective agreement, comply with Clause 27.07(c) as soon as operations are resumed.

27.08 Employment Deemed Continuous While Employee on Leave

- (a) The services of an employee who is on leave under Clauses 27.02 and/or 27.03 are deemed to be continuous for the purposes of:
 - (i) Calculating annual vacation entitlement and entitlement for individual or group severance pay, and
 - (ii) any pension, medical or other plan beneficial to the employee.
- (b) In the following circumstances, the Employer must continue to make payments to a pension, medical or other plan beneficial to an employee as though the employee were not on leave:
 - (i) if the Employer pays the total cost of the Plan;
 - (ii) if both the Employer and the employee pay the cost of the Plan and the employee chooses to continue to pay his or her share of the cost.
- (c) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.
- (d) Clause 27.08(a) does not apply if the employee has, without the Employer's consent, taken a longer leave than is allowed under Clauses 27.02 and/or 27.03.

ARTICLE 28 - SPECIAL LEAVES OF ABSENCE

28.01 Paid Compassionate Leave

- (a) An employee will be granted compassionate leave without loss of pay or benefits for a minimum of five (5) regularly scheduled consecutive work days leave, in the case of death or serious illness in the family. Where the

funeral occurs outside the province, such leave also includes reasonable traveling time, not to exceed seven (7) days.

- (b) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave.

28.02 Special Leaves

Employees will be allowed reasonable time off with pay and without loss of seniority for the following reasons:

- (a) Medical and dental appointments.
- (b) Urgent personal business which must be attended to during working hours – one (1) day per use. (For example, the need to leave work during the working hours to attend to a broken water pipe at your place of residence would be considered urgent personal business. The subsequent scheduling of a plumber to make further repairs would not be considered urgent personal business.)
- (c) Observance of religious holidays of the employee's faith.
- (d) Household move – one (1) day per use.
- (e) Employee's wedding or equivalent ceremony – two (2) days per year.
- (f) Marriage of employee's child, brother or sister – one (1) day per use.
- (g) Preventative medical leave.
- (h) Court appearance involving employee's child – up to three (3) days use.
- (i) Attend funeral as pall bearer – one (1) day.
- (j) Attend funeral as mourner – one-half (1/2) day.

28.03 Time off for Elections

Employees will be allowed time off with pay before the closing of the polls in any federal, provincial, or municipal election or referendum consistent with the requirements of the election law applicable to that election or referendum.

28.04 Paid Jury or Court Witness Duty Leave

The Employer will grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer will pay

such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount received. Time spent by an employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of his/her employment will be considered as time worked at the appropriate rate of pay.

28.05 Travel Life Insurance

Employees traveling on assignment or authorized to travel on Employer business will be covered by a blanket Travel Life Insurance Policy of two hundred thousand dollars (\$200,000.00) minimum. The cost of premiums will be paid by the Employer. A certificate outlining the benefits of the policy shall be issued to the employees concerned.

28.06 General Leave

An employee may be entitled to a leave of absence without pay and without loss of seniority when he/she submits a written request stating the reason(s) for the leave. Such request must be submitted to the Employer with sufficient time to make any necessary staffing adjustments and to consider the basis for approval. Approval will not be unreasonably denied.

28.07 Social Justice Fund

- (a) A Social Justice Fund is to be set up. The purpose of this fund would be to provide financial assistance to such entities as food banks, registered Canadian charities, and international relief measures to assist the innocent victims of droughts, famines and other dislocations.
- (b) Subject to the following conditions, the Company will make quarterly contributions to such a fund equal to one cent (\$0.01) for each straight time hour worked for a thirteen (13) week period.
- (c) The Company will make these quarterly payments provided that:
 - (i) The Union maintains the fund as a non-profit corporation under the Canada Corporations Act and ensures that all necessary steps are taken to maintain the corporation in proper legal standing and that all requirements of the Act are met.
 - (ii) The Union maintains the registration of the non-profit corporation under the Income Tax Act of Canada in good standing.
 - (iii) The Union maintains a favourable Income Tax Ruling from the federal Department of National Revenue that all contributions which the Company makes to the non-profit corporation are tax deductible.

- (iv) The Union provides the Company with annual audited financial statements of and summaries of each year's donations made by the non-profit corporation.
- (v) The objects, by-laws and resolutions of this non-profit corporation should limit it to making the following types of financial contributions:
 - (A) contributions to other Canadian non-partisan charities that are registered under the Income Tax Act;
 - (B) contributions to non-partisan international relief efforts that are recognized by the Canadian International Development Agency (CIDA), or any successor body that performs like functions;
 - (C) contributions to any Canadian or international non-partisan efforts to which other Canadian charities that are registered under the Income Tax Act are also making contributions;
 - (D) contributions to any non-governmental and non-partisan development group recognized by CIDA and registered as a charity under the Income Tax Act.

28.08 Caregiver Leave

- a) The Company agrees to grant an unpaid leave of absence of up to one (1) year to an employee who requests leave to attend to the needs of a seriously or terminally ill member of the family.
- b) To demonstrate that a serious medical condition exists, the employee must provide a certificate from a medical practitioner stating that the family member has a serious medical condition with a significant risk of death.

ARTICLE 29 - SICK LEAVE PROVISIONS

29.01 Paid Sick Leave Defined

Paid sick leave means the period of time a regular employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, under examination or treatment or because of an accident for which compensation is not payable under the Workers' Compensation Act.

29.02 Sick Leave Forms

A sick leave form must be filed by the employee on each occurrence with the Employer. Failure to file such sick leave form may result in the deduction of pay for the period during which the employee was absent.

29.03 Paid Sick Leave

- (a) Sick leave with pay and benefits will be granted by the Employer to any regular employee up to a maximum of fifteen (15) working days in any calendar year, and will accumulate up to a maximum of forty-five (45) days in any three (3) year period.
- (b) Employees will be allowed paid time off, as required and in consultation with the Employer, in order to engage in personal preventative medical health, dental care and prenatal medical care. On request, employees may be required to show proof of the above care. Whenever possible, the employee will arrange appointments requiring absence at the beginning or end of the regular work day to minimize the absence.

29.04 Illness in the Family

- (a) Where no one at home other than the employee can provide for the needs during illness of an immediate member of his/her family, an employee is entitled, after notifying his/her Employer, to a maximum of five (5) days of paid leave per illness to care for the member of the family who is ill.
- (b) In the case of the illness of an employee's dependent under the age of fourteen (14), an employee is entitled, after notifying his/her Employer, to up to eighteen (18) days paid leave in any one calendar year, and will accumulate up to a maximum of fifty-four (54) days in any three (3) year period.

29.05 Requirement of Medical Certificate

At the discretion of the Employer a medical certificate by a qualified physician or surgeon may be required for sick leave in excess of three (3) days duration.

29.06 Weekly Indemnity Benefits

It is agreed that an employee may choose to apply some or all of accumulated sick leave for weekly indemnity benefits or in lieu of such benefits without affecting eligibility for Weekly Indemnity Benefits.

ARTICLE 30 - HEALTH, SAFETY AND ENVIRONMENT

30.01 Temperature of Building

The Employer shall provide and maintain a minimum of four (4) WCB approved thermometers in the workplace. Two (2) thermometers per floor, with one (1) thermometer per side, except as otherwise mutually agreed between the Employer and the Union.

30.02 Workplace Safety

The Employer and Union jointly agree to establish proper health and safety practices in order to provide the employees with a safe and healthy work environment. Employees have the right to refuse to perform any unsafe work in accordance with WCB regulations.

30.03 Employer's Responsibility

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

30.04 Illness/injury at Work

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

30.05 Joint Health and Safety Committee

A Joint Health and Safety Committee will be established consisting of two (2) members selected by the Union and two (2) members selected by the Employer. With respect to the Health and Safety program, the Committee will jointly consider, monitor, inspect, investigate and/or review health and safety conditions and practices.

30.06 No Smoking Policy

The Employer will maintain a "NO SMOKING" policy within the workplace.

30.07 Smoking Cessation Course

Subject to prior approval by the Employer, the Employer will pay one hundred percent (100%) of the cost of a smoking cessation course within thirty (30) days of completion of the course. If the employee resumes smoking within one year, he/she will refund to the Employer the cost incurred.

30.08 Video Display Terminals

Employees who are required to regularly work directly with video display terminals (VDT's) shall do so under the following conditions:

- (a) Employees are entitled to have their eyes examined once per year by an ophthalmologist of the employee's choice.

- (b) The Employer will cover costs of such tests where they are not covered by MSP insurance benefits provided under this contract.
- (c) Employees who operate VDT's on an ongoing basis are entitled to a ten (10) minute break away from the VDT after each hour of continuous operation.
- (d) A pregnant employee is not required to operate such equipment against her will and she may undertake alternate work if available, or in the alternate take an unpaid leave of absence.
- (e) The Joint Health and Safety Committee will investigate health concerns regarding video display terminals.

30.09 Lunch and Restroom Facilities

The Employer will provide a furnished lunchroom and wheelchair accessible restroom facilities.

ARTICLE 31 – PAYMENT OF WAGES

31.01 Pay Period

Employees will be paid every two (2) weeks. Payment will be made on the basis of twenty-six (26) pay periods in each calendar year, and will be made not later than the Monday following the Friday week-end. The pay period will be the regular work week from Monday to Friday inclusive.

31.02 Rates of Pay

- (a) All Employees will be paid in accordance with the rates of pay negotiated by the parties to this Agreement.
- (b) Appendix "A", Classifications and Rates of Pay, is hereby incorporated into this Agreement.
- (c) For the purposes of this Agreement, the terms "rates of pay" and "salary" are used interchangeably.

31.03 Rate of Pay for a Temporary Increase in Responsibilities

Where an employee is temporarily assigned by the Employer, the responsibilities of a co-worker in a higher rated category for more than one (1) day and where such assumption is not part of the regular function of such individual, the employee will receive an immediate and temporary salary review, to compensate for the additional responsibilities, but which in no case will be less than forty

dollars (\$40.00) per day. Such rate shall be retroactive, and include the first day worked in the higher rated category.

31.04 Pay on Temporary Assignment

An employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her regular rate of pay will maintain his/her regular rate of pay.

ARTICLE 32- PAYMENT OF ALLOWANCES

32.01 Employee Expenses

(a) An employee performing duties on behalf of the Employer will be paid or reimbursed as follows upon filing of the proper forms and expense accounts and required receipts:

- (i) Travel to and from an assignment using economy fare by air and first class fare by rail;
- (ii) Where travel or duties outside of regular working hours or out of Vancouver require meals, the following will apply:

Breakfast	\$15.00
Lunch	\$25.00
Dinner	\$40.00

- (iii) A gratuity allowance of twelve dollars (\$12.00) per day will be paid on out-of-town assignments;
 - (iv) Where authorized, hotel accommodation not including personal expenses;
 - (v) Legitimate dry cleaning costs where travel is for more than four (4) consecutive days;
 - (vi) A telephone call home for each day of overnight travel to a maximum of ten dollars (\$10.00) per day;
 - (vii) Pre-authorized child care expenses incurred by employees for work outside of the employee's scheduled hours and where no reasonable alternative is available to the employees.
- (b) Expenses will be paid in United States dollars for travel to the United States.
- (c) The Employer has an obligation to help ensure the safety of its employees. The Employer will reimburse the cost of taxis when an employee is assigned to work outside of regular hours and where the physical location of the work requires such a measure.

- (d) The Employer will provide any special clothing required to complete a stewarding assignment including, but not limited to, steel-toe boots, rubber boots, rain gear and hard hats.
- (e) The Employer will supply cellular telephones to servicing staff employees and at its sole discretion may supply cellular telephones to other employees. All employees using an Employer-supplied cellular telephone will reimburse the Employer for personal usage.
- (f) At its sole discretion, the Employer may supply a facsimile machine to servicing staff.

32.02 Car Allowances

- (a) At the Employer's discretion, possession of an automobile is a condition of employment for Union Representatives, the Communications Officer and the Organizer.
- (b) Employees who are required to have a car as a condition of employment will receive a car allowance of three hundred and seventy-five (\$375.00) per month plus fifteen dollars (\$15.00) per day for each day on which they use the car on the Employer's business effective the date of ratification. For the purpose of this clause, "Employer's business" means set visits or other use as authorized by the Employer.
- (c) An employee not covered under (b) above will be paid fifty cents (\$.50) per kilometre for use of their personal automobile on the Employer's business.
- (d) An employee not covered under (b) above will be paid home-to-home mileage only when the employee is required to attend to the Employer's business (i.e., meetings and other Employer functions).
- (e) It is the employee's obligation to ensure that he/she has complied with regulations of the Canada Customs and Revenue Agency respecting car allowances.
- (f) Free parking spaces will be provided at the UBCP offices to those employees who are required to have an automobile as a condition of employment.
- (g) Where the Employer determines that a servicing staff employee no longer requires possession of an automobile as a condition of employment, it will provide the employee with six (6) months notice in writing of the change in requirement. A servicing staff employee occupying a temporary vacancy is not entitled to notice under this clause.

32.03 Professional Fees and Licenses

The Employer will pay professional and/or license fees for an employee who, as a condition of employment, is required to be a member of a professional association or be licensed.

32.04 Legal Fees

The Employer will pay all legal and court costs as well as judgment costs, if any, for any action or other proceeding initiated against an employee by virtue of the performance or non-performance of his/her employment duties as directed by the Employer.

ARTICLE 33 - EMPLOYEE BENEFIT PLANS

33.01 Temporary and Casual Employee Benefits

Temporary and casual employees will be paid an additional eight point five percent (8.5%) in lieu of all health and welfare benefits provided under this collective agreement.

33.02 Insurance Plan

All regular Employees and their dependents will be covered by the benefits negotiated between the Employer and the Union, which includes care in convalescent homes. The Employer shall pay for 100% of the premiums.

33.03 Retirement Plan

- (a) All regular employees represented by the CAW Local 3000 will be enrolled in the UBCP designated or AFBS Plan, as chosen by the employee, as of the first day of employment or as revised from time to time.
- (b) Such employees shall contribute an amount equal to two percent (2%) of the employee's gross earnings to the Plan, and the Employer will contribute an amount equal to nine percent (9%) of the employee's gross earnings for the Retirement Benefit to the Plan. Employees may make additional contributions within the limitation defined in the Income Tax Act.
- (c) The Employer will match additional voluntary contributions made by employees with eight (8) or more years of service subject to a ceiling of four percent (4%) of gross annual salary or the yearly legal maximum RRSP contribution.
- (d) The Employer will provide employees with details of the RRSP investment portfolio from the ACTRA Fraternal Benefit Society or the UBCP designated RRSP Plan. The Employer will endeavour to have a staff

member appointed to the Board of Directors of ACTRA Fraternal Benefit Society.

- (e) RRSP contributions and deductions will be remitted to the employees' individual plan on the first business day following each pay period.

33.04 Hospital and Medical Plan

The Employer will pay the premium of all regular employees and their dependents for the appropriate hospital and Medicare plans in the province in which the employee resides or is on permanent assignment, subject to any regulation by the government sponsored plan concerned.

33.05 Individual Flexible Benefit Credit

The Employer shall pay \$700.00 per year as a credit to each employee for their Individual Flexible Benefit Credit.

The Individual Flexible Benefit Credit will provide flexibility to augment the existing benefit plan to suit the needs of each individual member of the bargaining unit. Each employee will have the flexibility to utilize their \$700.00 credit on a "dollar for dollar" basis to add value and diversity to their benefit plan, where the individual feels the need may arise.

ARTICLE 34 - TECHNOLOGICAL CHANGE

34.01 Technological Change

Any change in method of operation will only be made following ninety (90) days' notice to the Union and shall not be implemented without prior consultation with the Union.

ARTICLE 35 - GENERAL CONDITIONS

35.01 Letter of Reference

On termination of employment for any reason, and at the terminating employee's request, the Employer shall provide a letter of reference on request.

ARTICLE 36 - PRESENT CONDITIONS AND BENEFITS

36.01 Present Conditions to Continue

All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess will continue, insofar as they are

consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union.

36.02 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation invalidates or disallows any portion of this Agreement, the Agreement is not invalidated and the existing rights, privileges and obligations of the parties remain in existence. In such an event this Agreement will be re-opened for negotiation. If there is no agreement between the parties at this time, the matter will be resolved by arbitration.

ARTICLE 37 - PRINTING OF THE AGREEMENT

37.01 Printing of the Agreement

The Employer agrees to pay for the cost of sufficient copies of the Collective Agreement for each bargaining unit member.

ARTICLE 38 - TERMS OF AGREEMENT

38.01 Duration

- (a) This Agreement is binding and remains in effect from October 1, **2010** to September 30, **2013** and will continue from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiration (or immediately preceding the anniversary date in any year thereafter), by written notice to the other party, require the other party to commence collective bargaining. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations with a view to the conclusion of a renewal or revision of the collective agreement, or a new collective agreement.
- (b) Where such notice requests revision only, the notice must state specifically the revision requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.
- (c) Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union gives notice of strike and a strike has been implemented or the Employer shall give notice of lockout and a lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement of a new collect.

(d) The operation of Section 50 (2) (3) of the British Columbia Labour Relations Code is hereby excluded.

38.02 Retroactive Pay for Terminated Employees

An employee who has severed his/her employment between the termination date of this Agreement and the effective date of the new Agreement must, on written application, receive the full retroactivity of any increase in wages, salaries or other prerequisites.

38.03 Retroactivity

All changes in the new Agreement will be adjusted retroactively unless specified herein.

Signed this _____ day of _____ 2012.

Signed on Behalf of
Union of BC Performers (UBCP):

Signed on Behalf of
CAW Local 3000:

Kevin Hancock, Nat'l Representative

Lesley Brady, Committee Member

Karen McAlly, Committee Member

Jodi Kiceluk, Committee Member

APPENDIX A - WAGE RATES

Classification	Oct. 1, 2010	Oct. 1, 2011	Oct. 1, 2012
Business Agent Film & Television	\$84,708.20	\$86,402.36	\$88,130.41
Organizer	\$82,583.73	\$84,235.40	\$85,920.11
Union Representative - Film & Television &/Or Commercial	\$73,692.42	\$75,166.27	\$76,669.59
Union Representative / Membership Development	\$73,692.42	\$75,166.27	\$76,669.59
Researcher and Special Projects Manager	\$73,692.42	\$75,166.27	\$76,669.59
Distribution Administrator	\$73,692.42	\$75,166.27	\$76,669.59
Communications Officer	\$73,692.42	\$75,166.27	\$76,669.59
Collective Agreement Administrator	\$73,692.42	\$75,166.27	\$76,669.59
Member Services Coordinator	\$73,692.42	\$75,166.27	\$76,669.59
Bookkeeper	\$65,661.56	\$66,974.79	\$68,314.29
Benefits Coordinator	\$64,260.93	\$65,546.15	\$66,857.07
Office Coordinator	\$62,856.20	\$64,113.33	\$65,395.60
Member Services Administrator	\$57,585.89	\$58,737.60	\$59,912.35
Assistant Steward	\$57,585.89	\$58,737.60	\$59,912.35
Assistant Steward / Waiver Administrator	\$57,585.89	\$58,737.60	\$59,912.35
Administrative Assistant	\$46,324.65	\$47,251.14	\$48,196.16
Receptionist	\$46,324.65	\$47,251.14	\$48,196.16
Office Assistant	\$46,324.65	\$47,251.14	\$48,196.16
Office Support	\$20.88/hour	\$21.30/hour	\$21.72/hour

APPENDIX 'B' - JOB CLASSIFICATIONS

Business Agent, Film & Television

- Participates in developing collective bargaining strategies and recommends objectives and possible actions for effective implementation and coordination of necessary changes arising from successful proposals achieved through bargaining initiatives.
- Participates in day to day negotiations with production and provides policy interpretation information for Feature Film, Television Movies-Of-the-Week, Series Television and other negotiated collective agreements on behalf of the Union in order to resolve production related issues that enhance members' day to day working provisions.
- For more clarity, the Business Agent will be present at meetings of the Bargaining Committee as well as negotiation sessions. The Business Agent will be relied upon to provide strategic advice and assistance to the Committee and Lead Negotiator throughout the negotiation process.
- Provides support to the most senior management person in the department or the management designate in order to achieve the overall goals and the objectives of the organization.
- Assists in developing and maintaining the collective agreements.
- Enforces and interprets collective agreements.
- Coordinates all activities of the Union Representatives and Assistant Stewards in order to maintain departmental efficiency and reports at least weekly to the most senior management person in the department or the management designate.
- Answers inquiries from production relevant to enforcement of the collective agreements.
- Provides technical support and information to staff as directed.
- Liaises with Producers, Engagers and Production Managers on collective bargaining issues.
- Maintains direct communication and relations with Film Industry as directed by Sr. Management.
- Maintains supportive relations and communications with other Union and industry partners to promote the objectives and goals of the organization.
- Undertakes organizing and assists in organizing as directed.
- Participates in short and long-range planning in such areas as: research and development activity, marketing members, creating employment opportunities in new and existing categories, etc.
- Provides input into structures for Use Fee and residual collection models.

- Maintains positive relations and communications with various membership constituencies and other membership subgroups and performance specialities categories to assist in collective bargaining strategies and further employment opportunities for performers (such as preference of engagement, proper casting process, etc.)
- Preparation of reports for relevant internal and external meetings.
- Maintains accurate and complete files relative to the department's initiatives and activities.
- Participates in film industry functions and events as requested by the Employer.
- Assists in stewarding productions during high volume times within the department (absentees, vacations and short-term leaves).
- Reports to the most senior management person in the department or the designated member of the management team.
- Assists in mail outs.
- Attends membership meetings as required.
- Participates in committees as required.
- Performs other duties as may be assigned from time to time by the Employer.

Organizer

- Seeks out, identifies, converts and certifies all non-union production as directed by the Employer.
- Maintains positive and supportive relationships with Members and industry insiders influential in productions and having access to vital organizing information and support.
- Cultivates positive working relationships with Talent Agents, Casting Directors and representatives of film industry talent to facilitate support of organizing efforts.
- Educates Members, Apprentices and other performers about the Union, their rights and the Employment Standards and Labour Relations Board support of their contracted rights, conditions, minimum terms, rates and Use Fee entitlements.
- Monitors Producers and productions filming in the jurisdiction including Feature Films, Television Movies, Series, Commercials, Animation and Voice/Radio Productions under union jurisdiction to ensure union contracts are in place and the terms are complied with.
- Serves as a scrutineer of votes that are held regarding certifications.
- Assists in the maintenance of files for applications for certifications as required.
- Attends Labour Relations Board hearings related to organizing.
- Organizes performers on and off set(s) for the purpose of ratifications of votes held on applications for certifications.
- Assists in organizing meetings of performers for organizing purposes.
- Liaises with the Membership Services Coordinator regarding the expansion, recruiting and organizing of the Apprentice Membership.
- Assists in mail outs, as required.
- Attends Membership Meetings, as required.
- Other duties as may be assigned from time to time by the Employer.
- Reports to the Employer.

Union Representative - Film & Television &/Or Commercial

- Responds to queries from members, producers, casting directors, agents and others respecting collective agreement interpretation, application and administration.
- Enforces all terms of and compliance with collective agreements.
- Investigates, prepares, presents grievances and, where directed, arbitrations and negotiates grievance and arbitration settlements.
- Visit production sets to increase membership awareness of the role of UBCP and to assist in education of producers and their agents with respect to UBCP and its collective agreements.
- Visits production sets to monitor and verify collective agreement compliance.
- Introduces non-members to UBCP and its apprenticeship programs through on set visits and otherwise.
- Undertakes organizing and assists in organizing as directed.
- Maintains accurate and complete files relative to representative's activities.
- Provides reports and updates to management as required and as directed.
- Provides suggestions, submissions, information and support to bargaining committees and participates on bargaining committees as required.
- Provides information and support to other staff.
- Ensures examination of production records for discrepancies.
- Reads scripts to anticipate enforcement issues and reviews foreign work permits from an informed perspective.
- Contacts Producer with letter and otherwise to establish UBCP role and relationship to the Production.
- Obtains and files documents required from Production (e.g., script, cast list, crew list, D.O.D.'s, etc.).
- Acquires, reviews, obtains authorization and processes work permits for foreign performers.
- Enforces compliance with all producer pre-production obligations.
- Ensures that all production documents have been received and filed.
- Enforces remittance compliance to performers, to UBCP and to union trusts.
- Responds to enquiries from engagers regarding application of UBCP/ACTRA agreements and assists engagers in formulating production budgets.
- Advises members regarding policies and collective agreements of UBCP.
- Assists in mail outs.
- Attends membership meetings as required.
- Performs other duties as may be assigned from time to time by the Employer.
- Reports to the Employer.

Union Representative - Membership Development

- Organizes showcases, scene studies, workshops, and other related developmental seminars for the Membership including all materials required for each seminar.
- Teaches Accent Classes to Members on an ongoing basis.
- Maintains all “blue books” and computer data base of individual members, for agent reference as well as ensuring all materials are up to date and accurate.
- Provides “blue books” to extras casting directors and ensures their availability to production companies when required.
- Provides Members’ names to casting directors and extra casting directors when required.
- Provides extra casting, hiring of Union Members, when required.
- Maintains Sunday Hot Line for Members seeking work opportunities.
- Communicates with Members on developmental issues.
- Communicates with Non-members on guidance or direction in the film industry (e.g. agent lists, etc.)
- Distributes all call sheets to Union Representatives.
- Reports to Employer on breakdown of performers on each production (Member/non-Member, foreign, categories, etc.)
- Reviews Extra Performers Sheets to ensure Union quota per Collective Agreements, as submitted daily by extra Casting Directors.
- Creates and maintains photo display for reception area and studio.
- Maintains video suite service for Members.
- Assists with mail outs, as required.
- Attends and assists with Membership Meetings, as required.
- Other duties as may be assigned from time to time by the Employer.
- Reports to Employer.

Researcher and Special Projects Manager

Undertakes in-depth, detailed industry and corporate research and statistical analysis to support internal and external operations on all aspects of the Unions collective bargaining strategies, and collates research into clearly written reports and executive summaries. Undertakes and coordinates special projects independently, through consultants or with industry partners with an eye to furthering the goals and objectives of the Union. The Researcher and Special Projects Manager will play a pivotal role in formulating and/or prioritizing confidential Union proposals and initiatives.

Position Responsibilities

- Provide research to support the Union's collective bargaining/negotiations, agreement administration, and overall organizational objectives.
- Analyze, interpret, and create statistical and informational data.
- Present analyses and conclusions with clarity and precision in verbal, written and graphic form.
- Adapt statistical techniques to address research objectives.
- Develop, maintain and/or revise forms, methods and procedures for internal data capture and analysis.
- Assist the senior management team in the implementation of strategic planning initiatives.
- Compile for the senior management team information necessary to inform collective bargaining with the staff union (CAW).
- Consult with senior management to establish a research budget and to ensure that budget guidelines are met and budget variances are supported.
- Follow complex oral and written instructions.
- Work independently without supervision.
- Coordinate internal research projects.
- Create and maintain relationships with membership, staff and external industry partners to facilitate research and education initiatives.
- Attend Membership Meetings as required.
- Assist in mail outs as required.
- Perform other related work as assigned.

Requirements:

- Strong analytical and problem solving skills.
- Excellent written and verbal communication skills.
- Strong presentation and public speaking skills.
- Excellent organizational skills.
- Ability to analyze, interpret, collate and create statistical and informational data.
- Ability to write concise and detailed reports including summary tables, graphs, charts and explanatory texts based on tabulated data and analyses.
- Strong knowledge of mathematical and statistical methods, such as statistical data sampling, and their application to the analysis and evaluation of industry data.
- Ability to source, develop and interpret information to validate recommendations and action plans.
- Strong knowledge of the common sources of statistical information, methods of securing such information and statistical research techniques.
- Ability to work with internal and external industry partners in order to achieve set objectives.
- Proven ability to work independently or within a variety of group settings of varying sizes and still manage and meet timelines.
- Proficiency in statistical and database software.
- Advanced proficiency in Access.
- Advance Proficiency in Microsoft Word, Excel, and Power Point.
- Advanced knowledge in dealing with contracts and collective agreements.
- Advanced understanding of the film and television industry.
- Ability to work well under pressure and to oversee the completion of multiple projects.
- Ability to work both autonomously and within a team setting.
- Reports to the Employer.

Distribution Administrator

- Develops, plans and implements film and television residual and royalties collection systems.
- Liaises with the Director of Contracts regarding policy issues that affect residuals in terms of collective bargaining.
- Monitors and maintains database records regarding residuals for productions.
- Maintains filing system for all residuals payments and information.
- Tracks use of film and television productions and recommends improved tracking methods for the Union to implement.
- Ensures performers' residual records in database are accurate by cross-referencing against pay remittances and inputting this information into computer system.
- Pursues collection of residuals payments from companies, including the filing of grievances.
- Ensures companies comply with residual payment terms of the collective agreement.
- Responsible for the distribution of residuals payments to performers, including overseeing the mail-out of residual cheques.
- Liaises with the CEO and computer programmers regarding programming of residuals database.
- Provides interpretation to producers and performers regarding the residuals/royalties section of the collective agreement.
- Liaises with CEO regarding the collection of GST on residuals and other tax issues that affect residuals collection.
- Maintains "In Search Of" list of performers and works with the Communications Officer regarding upkeep of current list in the Union's publications and on the website.
- Assists Union Representatives with questions and problems regarding Use Fees issues.
- Attends negotiations for collective agreements as required.
- Liaises with ACTRA Performers' Rights Society (APRS) and the Screen Actors Guild (SAG) regarding residuals issues.
- Assists in mail outs as required.
- Assists in membership meetings as required.
- Other duties as assigned from time to time by the Employer.
- Reports to the Employer.

Communications Officer

- Organizes, writes, edits and otherwise produces in-house, union publications.
- Assists in the design of and implements an ongoing communications program from the Union to its membership.
- Plans, organizes, designs and recommends material for membership education.
- Suggests, promotes, plans and coordinates events for the Union and its members.
- Undertakes assignments related to the Union's web site and member database.
- Assists in media relations, including drafting press releases, liaising with media, government, employers and other labour organizations.
- Assembles, produces and compiles research data and statistics on membership employment and factors affecting membership employment.
- Organizes and assists in mail outs.
- Attends membership meetings.
- Performs other duties as may be assigned from time to time by the Employer.
- Reports to Employer.

Collective Agreement Administrator

- Responds to queries from members, casting directors, agents, and others respecting collective agreement interpretation, application and administration.
- Assists in writing Collective Agreements.
- Ensures maintenance of files for Master Collective Agreement and Letters of Modification.
- Writes Letters of Modification.
- Ensures that collective agreements, bonds and letters of guarantee are in place for each production.
- Attends meetings of union bargaining committees and as directed, participates in and supports union's collective and other bargaining initiatives.
- Coordinates activities of collective bargaining committees.
- Chairs divisional and departmental staff meetings as directed.
- Assists engagers in budget formulation.
- Assists Union Representatives and Assistant Union Representatives with questions and problems involving the Collective Agreements, with particular focus on security agreements.
- Supports Business Agent in direct communications with industry officials and agents.
- Supports Business Agent in planning, research and development activity.
- Ensures development of a registration system.
- Oversees non-resident work permits for non-union productions.
- Assists in organizing or acts as an organizer as directed.
- Ensures that production information is entered into MFTS.
- Accompanies Business Agent and/or Union Representatives on meetings with talent and with producers as required.
- Undertakes set visits.
- Works with producers and performers to ensure that all requirements for a production waiver are met and produces or monitors production of necessary follow-up documents.
- Promotes development of independent Vancouver film community as directed.
- Files material at LRB and attends LRB and arbitration hearings as necessary.
- Participates in film industry events as directed.
- Attends Membership Meetings, as required.

- Performs other duties as may be assigned from time to time by the by the Employer.
- Reports to the Employer.

Clause 31.03 applies to this position. UBCP and the CAW will review its application, as circumstances require.

Member Services Coordinator

Coordinates the activities of the Member Services Department as noted below but not limited to the following:

- Recommends, organizes and coordinates workshops and other developmental seminars through the Member Services Department under the direction of the Employer.
- Provide assistance to members and non-members who seek to address concerns on Union related services or Union related responsibilities with respect to their work.
- Provide names of members who have indicated their availability for work to casting directors and/or extras casting agents as required.
- Liaison between members, new members and the Membership Committee in order to coordinate the necessary background information required for membership decisions and recommendations to Management and/or the Executive Board.
- Responsible for providing reports on membership related issues as required, including statistical data on Union membership.
- Supplies appropriate documentation to members, non-members and new members for the purpose of Union orientations such as but not limited to: UBCP and ACTRA By-laws, ACTRA Constitution, AFBS and MBT benefits documentation materials.
- Maintaining up-to-date and accurate performer profile details for administrative purposes such as dues and membership status. Ensures this is done in conjunction with the local ACTRA Branches and ACTRA's national office.
- Assists with mail outs as required.
- Attends membership meetings as required.
- Other duties as may be assigned from time to time by the Employer.
- Reports to the Employer.

Bookkeeper

Under the direction of the Director of Finance:

- Performs general daily accounting functions.
- Records and processes all accounts payable for all related Union and Trust accounts.
- Assists in the processing of payroll for Staff and Executive including all year-end requirements (T4/T4A documentation).
- Posts, balances, and reconciles all general ledger accounts.
- Prepares monthly financial statements or reports as requested.
- Maintains and processes all loan applications.
- Assists in the Analyses of the Membership computer program for contributions and revenue breakdowns.
- Assists in preparing year-end audit working files and liaison during process with auditors.
- Assists in Developing and producing statistical reports.
- Assists in preparation of annual budgets.
- Performs other duties related to accounting functions.
- Assists in mail outs, as required.
- Attends Membership Meetings, as required.
- Other duties as may be assigned from time to time by the Employer.
- Reports to the Employer.

Benefits Coordinator

- Maintains insurance records for Members.
- Provides Membership with all information regarding regular benefit programs, plans, and options.
- Enters payroll diskettes and verifies cheque receipts.
- Receives all deposits relating to productions, provides breakdown between I & R and Union revenues.
- Prepares and administers all paperwork relating to Insurance & Retirement.
- Maintains computer tracking system for Membership benefits as well as work permits and dues; ensures accuracy.
- Prepares reports as required for transfer payments, month end financial information, year-end insurance, year-end financial, etc.
- Maintains Membership records and filing system.
- Reconciles and prepares annual statements relating to Dues and Insurance coverage.
- Prepares periodic information to Members relating to benefits and/or status.
- Performs other related duties as directed.
- Assists in mail outs, as required.
- Attends and assists in Membership Meetings, as required.
- Other duties as may be assigned from time to time by the Employer.
- Reports to the Employer.

Office Coordinator

- Provides assistance to the Executive Director or President, as required.
- Provides administrative support to Management and Executive Board, as required.
- Maintains filing system for Executive Director, excluding all confidential CAW matters.
- Ensures confidentiality of information and documentation.
- Responsible for minute-taking and record-keeping of Membership, E-Board and F&A Committee meeting minutes.
- Processes correspondence and other related typing/materials for the Executive Director, President and Executive Board, as directed.
- Plans and coordinates all Membership meetings, creates, schedules and attends other committee meetings.
- Organizes travel arrangements and functions.
- Assists with planning and organizing of union/member/industry events, as directed by Executive Director or President.
- Creates meeting agendas, forms, notices, correspondence and mailing.
- Responsible for sponsorship, donation and advertisement requests.
- Assists with circulation of inter-branch and National information, as required.
- Day to day office operations.
- Day to day IT operations.
- Responsible for coordinating resolution of all building concerns with landlord.
- Oversees and maintains other building contracts.
- Organizes and assists in mail outs.
- Performs other duties as may be assigned from time to time by the Employer.
- Reports to the Executive Director or President, as designated.

Member Services Administrator

- Receives calls and visits from membership applicants, evaluates qualifications, communicates criteria and arranges completion of Membership Applications.
- Processes applications and initiations including receipt of payments.
- Signs up new and renewing Members and Apprentice Members, consistent with UBCP policy.
- Hands out appropriate documentation, including the UBCP Benefits material, UBCP By-Laws, ACTRA Constitution and By-laws, and orientation material.
- Process withdrawal, suspension and resignation of members.
- Responds to Membership inquiries.
- Generates Membership cards and Membership lists.
- Provides personal work histories to individual Members on request.
- Processes dues, penalties and past due collections and related transactions and inquiries.
- Processes and verifies all work permit refunds.
- Processes all dues notices and payments and assists in issuance of tax receipts.
- Provides payroll companies with up to date membership list on a weekly basis.
- Assists in mail outs, as required.
- Attends Membership Meetings as required.
- Other duties as may be assigned from time to time by the Employer.
- Reception relief as required.
- Reports to Employer.

Assistant Steward – Film & Television

Provides assistance to the Union Representatives with respect to film and television production as follows:

- Maintains records regarding film and television production.
- Organizes production boxes/files and compiling all production information, contracts and remittance statements for each production; updating information of same; other filing and record keeping as required.
- Verifies performer contracts comply with agreements and verifies status of membership.
- Verifies all remittances are in accordance with the terms and conditions of the Collective Agreements, i.e. performer's fees, administration fees, work permit fees, etc.
- Compiles basic data for statistical review.
- Addresses inquiries regarding interpretation of various Union agreements from production accounting departments and payroll services.
- Handles inquiries from members and non-members.
- Photocopies as required.
- Assists in mail outs, as required.
- Attends Membership Meetings, as required.
- Other duties as may be assigned from time to time by the Employer.
- Reports to the Employer.

Assistant Steward – Commercial Department

- Provides assistance to the Union Representatives – Commercial with respect to commercials.
- Maintains records regarding commercial productions.
- Organizes production boxes/files and compiling all production information, contracts and remittance statements for each commercial; updating information of same; other filing and record keeping as required.
- Verifies performer contracts comply with agreements and verifies status of membership.
- Verifies all remittances are in accordance with the terms and conditions of the Collective Agreements, i.e. performer fees, administration fees, contract service fees, work permit fees, etc.
- Addresses inquiries regarding interpretation of various Union agreements from production accounting departments and payroll services.
- Process and issues all work permits; once remittances have been received; mailing completed permits to performers, along with apprentice membership information.
- Processes all payments in Commercial Department.
- Prepares all Commercial banking.
- Responsible for all data entry i.e. working dues, non-member fees and contract service fees entry into the computer system.
- Responsible for all payments to be released to the agents and performers.
- Addresses inquiries regarding payments and non-member fees.
- Photocopies as required.
- Assists in mail outs as required.
- Attends Membership Meetings, as required.
- Other duties as may be assigned from time to time by the Employer.
- Reports to the Employer.

Assistant Steward – Distribution Department

Working closely with the Administrator(s) in the Distribution department, the Assistant Steward will take performers' information from each show and review all performer contracts and payroll remittances in order to determine accurate unit calculations for the purpose of Use Fee payments. Provide assistance with departmental filing, photocopying and the organization of production files to locate or review records for use fee payments.

This review will include but will not be limited to the following:

- Applicability of performer GST #.
- Company names.
- Performer category.
- Assessment and detailed review of production payroll to ensure that the payment, performer category and days worked are accurate for both UBCP and SAG or AFTRA contracted performers.
- Review of payroll to ensure that categories such as Stunt Co-ordinators, Riggers have not been included in residual bearing categories.
- That Performers who have been upgraded have the correct calculated gross pay.
- That if SAG or AFTRA performers worked on the productions, that the days worked are calculated.
- If the production is a Series, that the episode number is noted to ensure that each episode is captured as a single production for the purpose of calculating units.

This position requires a highly detailed individual who has a background or familiarity with payroll and remittance review. You will have a sound understanding of Excel spreadsheets and reporting functions and demonstrate ease with numbers and formulas.

Along with assessing Use Fee payments and providing unit calculations for productions, you will be responsible for tracking and locating performers who have not collected Use Fee payments through "Is This Your Money?" In an effort to identify missing performers, you will make use of a variety of resources available online such as IMDB Pro and Superpages.

As actual demonstrated use of programming forms a critical part of the requirement to pay Use Fees to the Union, you will use your researching initiatives to investigate sources that can confirm broadcast or other media use of programs.

You will provide assistance in the mailing out of Residual cheques and general Union mail outs; attend membership meetings as required and may be asked to perform other duties which may be assigned to you from time to time by the Employer.

Assistant Steward / Waiver Administrator – Film & Television

Provides assistance to the Union Representatives with respect to film and television production as follows:

- Maintains records regarding film and television production.
- Organizes production boxes/files and compiling all production information, contracts and remittance statements for each production; updating information of same; other filing and record keeping as required.
- Verifies performer contracts comply with agreements and verifies status of membership.
- Verifies all remittances are in accordance with the terms and conditions of the Collective Agreements, i.e. performers fees, administration fees, work permit fees, etc.
- Compiles basic data for statistical review.
- Addresses inquiries regarding interpretation of various Union agreements from production accounting departments and payroll services.
- Handles inquiries from members and non-members.
- Waiver Administration.
- Order and organize film and television forms/agreements.
- Record retention: data entry and organize box storage.
- General administration for department: sort faxes, set up new shows in MFTS, maintain fax lists, file Collective Bargaining records, take notes at departmental meetings, assist staff when needed.
- Update talent agency, background performers and production lists.
- Photocopies as required.
- Assists in mail outs, as required.
- Attends Membership Meetings, as required.
- Other duties as may be assigned from time to time by the Employer.
- Reports to the Employer.

Administrative Assistant

- Assists in planning and coordinating all Membership Meetings, Member events, and Executive/Trustee Meetings.
- Processes correspondence and other related typing/materials for the Executive Board, Trustees, and others as directed.
- Arranges business travel and events/bookings for Staff and the Executive Board.
- Conducts computer work including word processing of correspondence, mailings, meeting agendas and minutes, forms, and notices.
- Maintains filing systems.
- Reception relief as required.
- Performs other clerical duties as directed.
- Assists in mail outs, as required.
- Attend Membership Meetings, as required.
- Other duties as may be assigned from time to time by the Employer.
- Data Entry.
- Reports to Employer.

Receptionist

- Maintains “First impression” responsibility to represent the Union well to Members, visitors, and callers.
- Conducts general reception including greeting Members and visitors pleasantly and professionally, politely elicit reasons for the visit, directing people courteously to appropriate personnel, and providing general information of disseminating material about the Union to those seeking orientation.
- Answers telephone and handles switchboard including Union identification and greeting, transferring calls, paging personnel, taking messages, and keeping a high call volume processed properly and efficiently.
- Answers inquiries regarding membership enrolment, i.e. eligibility, qualifications, rationale, and procedures.
- Distributes daily mail and incoming faxes and courier requirements.
- Ordering, maintaining and stocking of all Branch supplies, including all forms required from the National office.
- Collecting Membership dues when Membership is not available.
- Ensuring all informational forms provided by the union are up-to-date and are available to the membership.
- Distribution of Benefits forms to incoming Members.
- Responsible for the booking of all meetings in the Boardrooms and lounge.
- Assists members to sign up for committees, meetings, and courses.
- Helping casting agents, talent agents and payroll companies with Membership numbers and agent’s information regarding Members.
- Faxes, upon request, to members and the general public, talent agent’s list, Apprentice Membership Program information and film production list.
- Responsible for maintaining a clean and professional appearance of reception area.
- Assists in mail outs as required.
- Attends Membership Meetings, as required.
- Other duties as may be assigned from time to time by the Employer.
- Reports to Employer.

Office Assistant

- Maintains filing systems for all departments, including records retention responsibilities.
- Filing for all departments.
- Reception relief.
- Responsible for inventory of office supplies and business machine supplies.
- Responsible for maintaining inventory of UBCP merchandise.
- Responsible for performing checks on the state of meeting rooms includes tidying up meeting rooms, helping to set up, reconstruct, and dismantle meeting rooms.
- Clean up meeting rooms before and after meetings.
- Set up projector equipment, speakers, microphones, and other related meeting room equipment.
- Responsible for ordering kitchen supplies.
- Responsible for ensuring adequate postage in the postage machine.
- Sorts and distributes incoming faxes.
- Review supplies and advised Receptionist on orders required.
- Checks for paper supplies for copiers and adds as needed.
- Conducts computer work including work processing of correspondence, mailings, meeting agendas and minutes, forms and notices.
- Photocopies maintenance – ensure adequate toner supply on hand, return used toner, liaise with Copier Maintenance Company.
- Upon request, order supplies as per instructions.
- Attends Membership Meetings, as required.
- Performs other clerical duties as directed.
- Assists in mail outs, as required.
- Other duties as may be assigned from time to time by the Employer.
- Reports to the Employer.

Office Support

General assistance to all staff including but not limited to, the following:

- Assists in maintaining the general files.
- Prepares all documentation in preparation of mail outs and membership meetings.
- Switchboard relief during lunch hours and meetings.
- Photocopy as required.
- Assists in mail outs as required.
- Attends Membership Meetings, as required.
- Other duties as may be assigned from time to time by the Employer.
- Reports to Employer.

APPENDIX "C" EXCLUDED POSITIONS

President

Vice-President

Treasurer

Secretary

Executive Board Member

Executive Director

Director of Finance

Director of Contracts

Director of Member Services and Human Resources

Legal Counsel

Administrative Assistant – Management

LETTER OF UNDERSTANDING #1

Re: Application of Article 10.04

- (a) An employee has no obligation to seek other employment while continuing to receive salary and benefits pursuant to Article 10.04.
- (b) An employee in receipt of salary and benefits under Article 10.04 is obligated to advise the Union and the Employer of any wages, salary, and commission or contract earnings that an employee receives or is entitled to while in receipt of salary and benefits under Article 10.04.
- (c) The Employer is entitled to deduct from the salary it pays to the employee the amount of wages, salary, commission or contract earnings received by an employee or to which the employee is or may be entitled.

LETTER OF UNDERSTANDING #2

Re: Section 104

In the event that Section 104 of the Labour Relations Code is amended or deleted during the life of this collective agreement, the parties agree to meet to develop language establishing an expedited arbitration process.

LETTER OF UNDERSTANDING #3

Re: Services Available for Contracting Out

Notwithstanding Clause 4.05, the Union agrees that the Employer may contract out the following work:

- Phone Trees
- Mail outs
- Printing
- Mass Photocopying (Where possible, the Employer will make "best efforts" to engage a Union supplier)
- Reception Coverage: The Employer may engage the services of an outside Temporary Personnel Agency for up to five (5) consecutive days only. The intent is not to use the Agency for vacation coverage or for other types of leaves that can be reasonably foreseen.
- Chief Negotiator and/or President to lead Collective Bargaining

With regards to collective bargaining, it is agreed between the Parties that where the Employer requires technical support, it will fall within the terms of the Collective Agreement.

LETTER OF UNDERSTANDING #4

Re: Job Posting Detail – Article 13.02(a) “Required Knowledge and Education”

In the implementation and administration of Article 13.02(a), the statement of information to be included in all postings for any vacant position for “required knowledge and education” will be as follows:

“Educational background and industry related knowledge and experience will be considered in assessing applicants in accordance with Article 13.03 of the UBCP/CAW Collective Agreement.”

LETTER OF UNDERSTANDING #5

Re: Review of Employee Benefit Plans (Article 33)

The Parties hereby agree to meet within six (6) calendar months of the ratification of this revised Collective Agreement to review and discuss the existing health and welfare plan(s). The purpose being to reasonably consider ways of containing and/or lowering costs while at the same time maintaining existing benefits and benefit levels as much as possible.