

**COLLECTIVE AGREEMENT**

**BETWEEN**

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

**HEREINAFTER REFERRED TO AS**

**"THE EMPLOYER"**

**-AND-**

**UNITED STEELWORKERS LOCAL 2009**

**HEREINAFTER REFERRED TO AS**

**"THE UNION"**

**THIS AGREEMENT IS IN FORCE:**

**April 1, 2016- March 31, 2019**

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## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Collective Agreement is to maintain harmonious relationships between the Employer and the Union, to promote the mutual interests of the Parties, to set forth herein the basic rates of pay, hours of work, and conditions of employment to be observed between the Parties and to set out an amicable method of settling differences which may arise between the Employer and the Union.
- 1.02 Wherever the singular or feminine is used in this Collective Agreement, the same will be construed as meaning the plural or feminine unless the context or Parties require otherwise.
- 1.03 The Parties hereto subscribe to the principle of the right to be treated with dignity, respect and courtesy as a fundamental basis of a working relationship.

## **ARTICLE 2 – BARGAINING UNIT AND RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agency for its employees as described in the Certification issued by the British Columbia Labour Relations Board on February 8, 2011, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.
- 2.02 Employees whose regular jobs are not in the bargaining unit may perform bargaining unit work provided it does not result in the layoff of permanent staff.
- 2.03 Employees will not be asked to make any written statement or verbal contract that may conflict with this Collective Agreement.

## **ARTICLE 3 – DEFINITION OF EMPLOYEE**

- 3.01 The term “employee” as used in and for the purpose of this Agreement shall include those employees of the Employer at and from the Employer’s present or relocated premises for which the Union is certified, except those employees excluded by the British Columbia Labour Relations Board.
- 3.02 **Probationary Period**  
A new employee will be considered probationary for ninety (90) days worked. The employer agrees to adhere to a constructive evaluation process that will include consultation with a Shop Steward or other union representative.

### **3.03 Full-Time and Part-Time Employees**

- a) A full-time employee is any person who works a regular work day and regular work week, as defined in Article 7 of this Agreement.
- b) A part-time employee is any person who works less than a regular work week, as defined in Article 7 of this Agreement.

### **3.04 Permanent**

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

### **3.05 Term Employees**

- a) A term employee is a person who is hired to replace a permanent employee absent on vacation or other leave and/or for a specific project or temporary high volume work load relief.
- b) All term positions of greater than six (6) months shall be posted under this Agreement.
- c) A term employee that is not replacing a permanent employee will not exceed a term of twelve (12) consecutive months, except when extended by mutual agreement between the Union and the Employer.
- d) A term employee who attains permanent status shall have seniority credited from the first day of entry as an employee of IATSE Local 891.
- e) The parties agree that Article 10 will not apply to persons employed as term employees, and they shall be considered terminated at the end of the term appointment.
- f) **The Employer agrees to notify the Union when any term employees are hired, and whenever there is an adjustment of their term, within the parameters of this Article.**

## **ARTICLE 4 – UNION REPRESENTATION**

- 4.01 The Union will have the right to contact employees **in the workplace**, regarding this Collective Agreement.

- 4.02 The Union representative(s) may, within reason, investigate and process grievances or confer with members of the Union during regular working hours, without loss of pay.
- 4.03 Union Access: Where possible, advance notice will be given to the Employer so an authorized representative shall be permitted to visit during hours when employees are working, provided work is not disrupted.
- 4.04 a) An employee shall have the right to have the assistance of a Shop Steward or any other union representative at any private ("closed door meeting") arranged by the Employer, excluding situations where it would be impracticable.
- b) In cases of written complaints and/or discipline, suspension or discharge, a union representative will be present, excluding emergency situations (e.g. theft, assault, etc.) where a union representative is not readily available.
- 4.05 Union meetings will be conducted on the employees' own time and the offices of the employer, when agreed to by the Employer, will be made available to the Union for those purposes. Such agreement will not be unreasonably denied.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

- 5.01 The Union recognizes the rights of the Employer to hire and promote, and to discipline and discharge any employee for just and reasonable cause subject to the provisions of this Collective Agreement, the principles of progressive discipline and the right of the Union or employee to grieve as provided. The Union further agrees that the Employer has the right to maintain reasonable rules and regulations. Further, the Employer agrees to maintain these rules and regulations in the form of a written policy manual that will be updated regularly and a copy of all such amendments will be forwarded to each member of the bargaining unit.
- 5.02 The Employer agrees that it will not discriminate against employees in its application of this Agreement or any rules and regulations or by reason of an employee's membership or activity in the Union.

## **ARTICLE 6 - UNION SECURITY PROVISIONS**

- 6.01 a) The Employer agrees that any present employee of the Employer, at the date of signing of this Agreement, will as a condition of continued employment, maintain membership in the Union in good standing.

- b) All new employees after the ratification date of this Agreement will, as a condition of continued employment, join the Union after completing his/her probationary period, and as a condition of continued employment maintain membership in the Union in good standing.
- 6.02 a) The Employer agrees to deduct once each month from the earnings of every employee covered by this Agreement such dues as may be fixed by the International Union and communicated to the Employer by the Union. The total amount so deducted, with an itemized statement of same in duplicate will be forwarded to the Union in the manner provided for the Subsection (d) hereof.
- b) The Employer agrees to deduct an International Union Assessment or Assessments, when advised to do so by the International Treasurer or Deputy, from the earnings of every employee covered by this Agreement. The total amount so deducted, with an itemized statement of same in duplicate, will be forwarded to the Union in the manner provided for in Subsection (d) hereof.
- c) The Employer agrees to deduct an initiation fee in the amount authorized by the employee upon receipt of an authorization, signed by such employee. The total amount so deducted, with an itemized statement of same in duplicate, will be forwarded to the Union in the manner provided for in Subsection (d) hereof.
- d) Cheques will be made payable to International Treasurer of the United Steelworkers, all cheques will be forwarded to the United Steelworkers, P.O. Box 9083, Commerce Court Postal Station, Toronto, On., M5L 1K1, made payable aforesaid and prior to the 15<sup>th</sup> of the month next following that in which the deductions apply.
- 6.03 The Employer agrees to have all present and future employees covered by this Agreement, as a condition of continued employment, sign a check-off card authorizing the Employer to implement the provisions of **6.02** hereof, and the Union agrees to indemnify the Employer and hold it harmless against any claim which may arise in complying with the provisions of this Article.
- 6.04 a) Union members are to be supplied with Union deduction totals for income tax purposes. The Employer agrees to show on employees' "T4" slips the total Union deductions for the previous taxation year.
- b) Union members to be supplied complete breakdown of taxable benefits and earnings.
- c) Completed T2200 Form for CCRA.

## **ARTICLE 7 – HOURS OF WORK AND OVERTIME**

### **7.01 Normal Work Hours**

- a) The work week shall be defined as Monday to Sunday.
- b) The regular work week shall consist of any five (5) consecutive days out of any seven (7) consecutive days starting on the first of such five (5) days. The sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days shall normally be the days off.
- c) Each individual employee may have a different and distinct work week.
- d) The normal hours of work for employees shall be based on eight (8) hours per day, five (5) days per week.
- e) The Employer shall not lay-off and rehire the employee within the same work week for the sole purpose of avoiding overtime pay.
- f) Upon mutual agreement, and with a minimum of seven (7) calendar days' notice, an employee's regular work week can be changed to meet the reasonable requirements of the Employer.

### **7.02 Daily Turnaround**

There shall be a ten (10) hour rest period between the end of one shift and the next shift. If such rest period is encroached, the Employee shall be paid for the encroached time at the same rate such Employee was receiving at the end of the Employee's preceding shift, but in no event less than one and one-half times (1.5x) the Employee's straight time contracted hourly rate. In no event shall such rate be in excess of three times (3x) such Employee's straight time contracted hourly rate.

### **7.03 Split Shifts**

Employees will not be required to work split shifts during their regular work day unless mutually agreed.

### **7.04 Breaks**

Employees will have a paid lunch break of thirty (30) minutes as close to the mid-point of the shift as practical, and will have two (2) paid breaks of fifteen (15) minutes each.

## 7.05 Overtime

- a) All overtime shall require pre-approval by the President.
- b) Work in excess of eight hours in any day shall be paid as follows:
  - i) Eight to Twelve Hours: Pay for hours worked after eight (8) hours worked shall be paid at the rate of one and a half (1.5) times the Employee's straight time contracted hourly rate up to and including the twelfth (12<sup>th</sup>) hour.
  - ii) Thirteen to Fifteen Hours: Pay for hours worked after twelve (12) hours worked shall be paid at the rate of two (2) times the Employee's straight time contracted hourly rate up to and including the fifteenth (15<sup>th</sup>) hour.
  - iii) Time in Excess of Fifteen Hours: Pay for hours worked after the fifteenth (15<sup>th</sup>) hour worked shall be paid at the rate of three (3) times the Employee's straight time contracted hourly rate.
- c) Work performed on the sixth day in the work week shall be paid as follows:
  - i) For the First Eight Hours: Pay for hours worked shall be one and one-half (1.5) times the Employee's straight time contracted hourly rate.
  - ii) Eight to Twelve Hours: Pay for hours worked after eight (8) hours worked shall be paid at the rate of two (2) times the Employee's straight time contracted hourly rate up to and including the twelfth (12<sup>th</sup>) hour.
  - iii) Time in Excess of Twelve Hours: Work performed after twelve (12) hours worked shall be paid at the rate of three (3) times the Employee's straight time contracted hourly rate.
- d) Work performed on the seventh day in the work week shall be paid as follows:
  - i) For the First Eight Hours: Pay for hours worked shall be paid at the rate of two (2) times the Employee's straight time contracted hourly rate.
  - ii) Time in Excess of Eight Hours: Work performed after eight (8) hours worked shall be paid at the rate of three (3) times the Employee's straight time contracted hourly rate.



## ARTICLE 8 – STATUTORY HOLIDAYS

8.01 Employees will receive the following statutory holidays without loss of pay:

New Year's Day  
Family Day  
Good Friday  
Victoria Day  
Canada Day  
British Columbia Day  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day  
**Floating Holiday #1**  
**Floating Holiday #2**

and other days prescribed by regulation.

**Floating Holidays are defined as annual (based on a calendar year) paid holidays that shall be scheduled individually, at a time mutually agreeable to the employee and Employer. Floating Holidays shall not be carried over from year to year. Term employees shall be paid the equivalent percentage on every hour worked.**

Should one of the above statutory holidays fall on either a Saturday or a Sunday that an employee is not normally scheduled to work, or other day that the employee is not scheduled to work, and no other day is proclaimed in lieu thereof, the employee shall receive an additional day off with pay to be taken the working day preceding the holiday or the working day succeeding the holiday, or at a time mutually agreed by the employer and employee.

The days of Christmas Eve and New Year's Eve shall not be considered holidays. Notwithstanding the above any Employee working after four o'clock p.m. (4:00 p.m.) on either day shall be paid three (3) times the Employee's straight time hourly rate.

**It is agreed that if IATSE Local 891 has an office shut-down during the Christmas/New Year holiday period, employees shall be entitled to take up to four (4) days of said shut-down to be treated as paid days off, providing no work is assigned to be performed on these days. It is understood that the decision to have an office shut-down rests exclusively with the Employer.**

## 8.02 Payment of a Statutory Holiday Worked

The minimum hourly rate for work performed on a Statutory Holiday worked shall be one and a half times (1.5X) the employees straight time contracted hourly rate for the first eight (8) hours, plus the day's pay for the paid Holiday. Work performed after eight (8) hours worked shall be paid at the rate of two times (2x) the Employee's straight time contracted hourly rate up to and including the twelfth (12th) hour. Work performed after twelve (12) hours worked shall be paid at the rate of three times (3x) the Employee's straight time contracted hourly rate

8.03 In the event any of the holidays, enumerated in Clause 8.01, occur during the period of an employee's vacation, an additional day's vacation with pay will be allowed for each holiday so occurring.

8.04 Permanent Part-time and Term employees who have been employed by the employer for at least 30 calendar days before the Statutory Holiday, and have worked or earned wages for 15 of the 30 calendar days preceding the Statutory Holiday must be paid an amount equal to an average day's pay as determined by the formula in the *British Columbia Employment Standards Act*.

## ARTICLE 9 – VACATIONS

- 9.01 a) Upon completion of twelve (12) months continuous service, permanent employees will be entitled to receive a paid vacation of ten (10) working days. Payment for such vacation period will be at the employee's current wage rate or four percent (4%) of gross wages for the period in which the vacation was earned, whichever is greater.
- b) Upon completion of six (6) months service in the first year of employment, permanent employees will be entitled to receive a paid vacation of five (5) working days, which if taken, will be deducted from the total entitlement for that year. Such vacation will be taken at a time mutually agreed between the employee and Employer.
- c) Term employees shall receive vacation paid at four (4%) of gross wages.
- d) Full-time Employees will receive vacation in accordance with the schedule below. Part-time employees will receive the calendar weeks time off, however pay will be based on the percentage of gross wages.

Years of Continuous Service	Annual Vacation Period
1 year but less than 2 years	2 weeks or 4% of gross pay whichever is greater
2 years but less than 4 years	3 weeks or 6% of gross pay whichever is greater
4 years or more	4 weeks or 8% of gross pay whichever is greater
For each additional year	1 day for each year or 0.4% of gross pay whichever is greater, to a maximum of 30 days

## 9.02 Vacation Requests

- a) Employees may submit their vacation request(s) by March 15th of each year to the Employer and have such requests approved in seniority order by March 31st, subject to operational requirements.
- b) Vacation requests subsequent to March 15th will be on a first come first serve basis, subject to operational requirements.

## 9.03 Vacation Period

The vacation schedule will be maintained on the office schedule spreadsheet showing vacations and absences. An employee's vacation(s) shall not be changed once approved without the consent of the employee.

## 9.04 Vacation Pay Advance

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

## 9.05 Vacation Paid-out on Termination

Employees who leave the employ of the employer will be paid out outstanding vacation pay accumulated pursuant to Article 9.01, at the time of termination.

**9.06 Carrying-over Vacation**

In clarification of the above clauses, all vacation accrued/earned in the current anniversary year is to be taken in the following anniversary year. An employee cannot carry over their vacation to the next anniversary year unless mutually **agreed**. Mutual agreement will not be unreasonably withheld.

**9.07 Bereavement/Sick During Vacation**

- a) If a bereavement occurs while an employee is on vacation, the time will be considered as bereavement leave not vacation time. Vacation time lost through such bereavement leave can be taken at a time mutually agreed upon by the employer and the employee.
- b) In the event an employee becomes sick during the term of his/her vacation, verified by a doctor's certificate, the employee shall, upon proper notification to the employer, be considered to be on sick leave. Vacation time lost through such sick leave can be taken at a time mutually agreed upon by the employer and the employee.

**9.08 Past Service Credits**

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

**ARTICLE 10 – SENIORITY, JOB POSTING, LAY-OFF AND RECALL**

- 10.01 a) Seniority Principle: The Parties recognize that job opportunity and seniority should increase in proportion to length of service. It is agreed that the term "seniority" as used herein, shall have reference to an employee's right to a job based upon his/her length of service with the Employer, and his/her ability to fulfill the job requirements.
- b) Seniority of each employee covered by this Agreement will be established after the probationary period specified in article 3.02 of the collective agreement.
  - c) All layoffs and recall will be done strictly in accordance with the principles set forth in 10.01 (a).
  - d) Lay-off notice will be provided pursuant to the *British Columbia Employment Standards Act*.

10.02 Seniority will be maintained and accumulated during any authorized leave of absence under this collective agreement.

### 10.03 Recall Period and Benefits

a) Less Than 5 Years

A permanent employee with less than five (5) years of continuous service that is laid-off will be placed on the recall list for a period of one (1) year. In addition, the Employer will maintain all Health and Welfare Plan benefits for nine (9) months of the layoff. The employee may choose, at any time within three (3) months of being placed on the recall list, to elect for termination and receive severance pay, pursuant to Clause 10.05 (a).

b) Greater Than 5 Years

Any permanent employee with five (5) years or more of continuous service who is laid-off will be placed on the recall list for a period of two (2) years. In addition, the Employer will maintain all Health and Welfare Plan benefits for eighteen (18) months of the lay-off. The employee may choose, at any time within three (3) months of being placed on the recall list, to elect for termination and receive severance pay, pursuant to Clause 10.05 (b).

### 10.04 Recall

Notice of recall to an employee who has been laid-off will be made by registered mail to the Union with a copy to the employee. The employee must respond to such notice within ten (10) working days of receiving it or possibly lose rights of seniority and recall; however, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control will not lose such rights thereby.

### 10.05 Severance Pay

Severance pay will only be payable to an employee immediately upon election of termination within the first three months of lay-off, at which point her benefits and recall rights per Clause 10.03 cease.

a) Less Than 5 Years

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

b) Greater Than 5 Years

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

10.06 a) Seniority Lists: The Employer will prepare Seniority lists of all employees and present to the Union within thirty (30) days of the signing of the Agreement. This list will be posted for a period of sixty (60) days, and will establish the seniority and regular classification of an employee who does not protest his/her status in writing, within the said sixty (60) days. Said lists will commence with the most senior employee, carry on downwards to the most junior employee, and contain the following information:

1. employee's name;
2. employee's starting date;
3. employee's length of service in years and days; and,
4. employee's regular classification.
5. probationary employees will also be shown on the list.

b) Additional revised lists will be furnished to the Union as requested from time to time.

#### 10.07 Job Openings:

a) All job openings in the bargaining unit will be posted on the bulletin board for **eight (8)** calendar days.

b) Where two applicants for a posted job are relatively equal, seniority shall be used as the determining factor.

c) Job postings will be subject to the grievance procedure.

d) Employees absent during the period that a vacancy has been posted will be notified of the posting by phone and be sent a copy of the posting to his personal email. Should the employer not receive confirmation that the employee has received the posting, a copy will be sent to the employee by regular mail so that he has sufficient opportunity to apply.

e) All job applications must be in writing.

#### 10.08 Return to Former Job:

a) In the event that an employee is promoted in accordance with the provisions of this Article and within ninety (90) days (or longer if agreed to by the Parties), if he is not performing efficiently or if the employee wishes to do so, he will revert to his immediate previous job, without loss of seniority.

- b) If additional employees are required, they will be drawn from the last relevant posting provided it was in the last three (3) month period and that there were sufficient qualified applicants.
- c) Successful Applicant Notice: The name of the successful applicant will be emailed no later than fifteen (15) calendar days after the removal of the job posting notice provided a successful candidate has been selected.

10.09 In the event that none of the applicants meet the requirements of the job, the employer may fill the vacancy from any available source.

## **ARTICLE 11 – SAFETY AND HEALTH**

### **11.01 Safety and Health – Responsibility:**

- a) The Employer agrees that it is the responsibility of the Employer to make adequate provisions for the safety and health of the employees during the hours of their employment.
- b) The Union and the Employees agree to cooperate fully with the Employer on all matters of Health and Safety.

11.02 Safety Committee: An employee selected by the Union will be a member of the Joint Occupational Safety and Health (“JOSH”) Committee and will attend monthly meetings. An employee selected by the Union will meet with an Administration representative at the request of either party. Minutes of JOSH meetings are emailed out following each meeting.

11.03 Housekeeping and Sanitation: All employees, as well as the Employer, will observe the rules of good housekeeping and sanitation.

11.04 Washroom, Lunchroom: Adequate washroom, lunchroom and a place to hang clothing will be provided by the Employer and kept in a sanitary condition. The Employer will supply paper towels, soap and other supplies normally found in rest rooms. Employees will co-operate by observing the rules of cleanliness.

11.05 Injured Employee – Transportation: Employees injured on the job will be provided free transportation to and from a doctor’s office, or a hospital and will be accompanied by a qualified person with First Aid training, if available on the Employer’s premises. Employees requiring transportation home from a doctor’s office or hospital following initial treatment shall be reimbursed for costs of such transportation.

11.06 Injured Employee – Daily Earnings: If an employee is injured on the job and a doctor recommends no further work that day, the Employer will maintain the employee's normal daily earnings and benefits for the day of injury.

## **ARTICLE 12 – GENERAL PROVISIONS**

12.01 Joint Labour Management Committee: There shall be a Joint Labour Management Committee that shall meet quarterly, or at the request of either party.

12.02 Bulletin Board: The Union will have the use of one (1) bulletin board on the premises of the Employer and provided by the Employer for the purpose of posting official Union notices which may be of interest to Union members.

12.03 Appendices: The attached Appendices are a part of this Collective Agreement and the Parties are bound by their terms.

12.04 Intimidation: No employee shall be discharged or discriminated against for any lawful union activity, or for serving on a union committee outside of business hours, or for reporting to the Union the violation of any provision of this Agreement

12.05 USW Education Fund: The Employer will contribute to the USW five cents (\$.05) per hour per bargaining unit employee for each hour worked for education and training of union members.

12.06 Education: Employees attending an educational or training program at the request of the Employer shall receive the following:

- a) Tuition fully paid by the Employer.
- b) Transportation costs from Employer's place of business to education/training facility, including parking fees where applicable. Transportation shall mean either public transportation or, where employee's vehicle is used, an adequate mileage allowance.
- c) Per diem allowance.

12.07 Picket Line: Employees covered by this Collective Agreement will have the right to refuse to cross a legal picket line or handle struck work in connection with a labour dispute. Failure to cross a legal picket line or to handle struck work will not be considered grounds for disciplinary action or otherwise be a violation of this Collective Agreement.

12.08 Charitable Donations: Employee donations to charity funds shall be on a strictly voluntary basis.



- 12.09 Time Off to Vote: The Employer agrees that it will fully comply with any law requiring that employees be given time off to vote.
- 12.10 Polygraph Tests:  
The Employer agrees that polygraph or similar lie detector tests will not be used.
- 12.11 Electronic Surveillance:  
Electronic surveillance equipment shall not be used for surveillance of the employees' work and such equipment shall not be installed in the employees' lunch rooms or rest areas.
- 12.12 Time Clocks:  
Employees will not be required to punch time clocks.

## **ARTICLE 13 – LEAVES AND BENEFITS**

### **13.01 Bereavement Leave**

- a) Upon request, an employee shall be granted up to five (5) working days leave with pay in the event of the death of a relative.
- b) "Relative" is defined as the employee's spouse, child, parent, grandparent, grandchild, sister or brother, aunt or uncle, niece or nephew, or a similar relationship created through a step-relationship, **common-law relationship**, in-law relationship, or foster relationship.
- c) If, during a period of paid leave an employee is eligible for bereavement leave, his/her paid leave credits shall be restored to the extent of any concurrent bereavement leave granted.
- d) An employee may be granted an additional four (4) days leave without pay for out-of-province travel associated with bereavement leave for the death of a relative.

### **13.02 Jury and Witness Duty**

An employee summoned to Jury Duty or witness duty, where subpoenaed in a court of law, shall be paid wages amounting to the difference paid them for jury or witness service and the amount they would have earned had they worked on such days. Employees on Jury or witness Duty shall furnish the employer with such statements of earnings as the courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than four (4) hours of their normal shift remains to be worked.

## 13.03

### (a) **Pregnancy Leave**

1. An employee who is pregnant shall be given an unpaid leave of absence without loss of seniority or other privileges for a maximum of seventeen (17) weeks, up to eleven (11) weeks prior to the expected delivery date and at least six (6) weeks after the actual delivery date. The employee may choose to delay the commencement of pregnancy leave, provided she is medically fit to perform the full range of her duties of her position. This will not affect the employee's entitlement to pregnancy leave.
2. An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
3. An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsections (1) or (2).
4. All such requests must be submitted in writing at least two (2) weeks prior to the day the employee proposes to begin their leave.
5. In addition to the pregnancy leave set out above, the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work may extend such leave prior to delivery.
6. An employee requesting a shorter period than six (6) weeks after the actual birth to return to work must provide written notice to the Employer of not less than one (1) week before the date the employee proposes to return to work, and if required by the Employer, be accompanied by a physician's medical certificate stating the employee is able to return to work.
7. Benefit entitlement for the above leaves shall be as required by the *Employment Standards Act*.

### (b) **Parental Leave**

1. An employee who requests parental leave under this clause is entitled to:
  - a) for a birth mother who takes leave within one year of the birth of a child and in conjunction with pregnancy leave taken under section 13.03(a) – up to thirty-five (35) consecutive weeks of unpaid leave

beginning immediately after the end of the leave taken under section 13.03(a).

- b) for a birth mother who does not take leave under section 13.03(a) in relation to the birth of a child – up to thirty-seven (37) weeks unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event.
  - c) for a birth parent – up to thirty-seven (37) weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks of that event.
  - d) For an adopting parent – up to thirty-seven (37) weeks of unpaid leave beginning within fifty-two weeks after the child is placed with the parent.
- 2. If certified by a licensed medical practitioner that the child requires an additional period of parental care, the employee is entitled to up to five (5) additional consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection 1 above.
  - 3. The employee is required to give the employer four (4) weeks advance notice in writing of their intent to take leave under subsection 1 (a), (b) or (c). The employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
  - 4. Benefit entitlement for the above leaves shall be as required in the *Employment Standards Act*.
- (c) **For an employee granted leave under Article 13.03 a) or b), the Employer will pay ninety percent (90%) of the employee's normal, regular weekly earnings for a two (2) week employment insurance waiting period, upon proof the employee is serving said waiting period.**

#### 13.04 Personal Medical Leave

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

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

### **13.05 Personal Medical/Dental Appointments**

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

### **13.06 Domestic and Family Violence Leave**

- a) In the event an employee experiences domestic or family violence and is unable to work, the employee will be entitled to use medical leave as provided in Article 13.04 to cover the absence. The employee will not be required to provide a medical note for absences of five (5) days or less due to these circumstances. Should an employee not have sufficient medical leave, the employer will provide up to one (1) week pay, not to exceed forty (40) hours at straight-time rates in each calendar year. The employee may apply for additional leave in accordance with Article 13.11, which shall not be unreasonably denied.**
- b) The employee and Employee will only disclose relevant information on a “need to know” basis to protect confidentiality while ensuring workplace safety.**
- c) The Employer will protect the employees from adverse action or discrimination on the basis of their disclosure, experience, or perceived experience of domestic or family violence.**
- d) When necessary, the Joint Occupational Safety and Health (JOSH) Committee, will recommend to the Employer workplace training strategies, including risk assessments, safety plans and training. The Employer will implement timely and effective processes for responding to situations.**
- e) The Employer will ensure that the employee is aware of the EFAP services and assist if necessary with referrals to other appropriate support services.**
- f) JOSH Committee members in the bargaining unit will be entitled to take training to deal with these types of situations when required, as part of their eight (8) hour annual training.**

- g) The Employer will provide employees experiencing domestic and/or family violence with flexible work arrangements as are reasonable in the circumstances.**

### **13.07 Health and Welfare Plan**

- a) The Union Health and Welfare Plan will cover all permanent employees and their eligible dependants as identified in the Motion Picture Workers Health Benefits Plan Booklet.
- b) Health and Welfare benefits shall be as per the Motion Picture Workers Health Benefits Plan Booklet.
- c) The Employer will pay one hundred percent (100%) of the current premium cost.

### **13.08 M.S.P.**

- a) The Employer will pay one hundred (100%) of the Medical Services Plan premium contribution for each permanent employee and their eligible dependents as identified in the Medical Services Plan.
- b) Enrolment required. Coverage effective on the first (1<sup>st</sup>) day of the month following the date employment commences.
- c) Employer to pay all costs of medical reports required by the employer.

**13.09** Term employees will receive 6.5% of gross earnings on each pay check for Health and Welfare and MSP benefits. If the Term employee is also a member of IATSE, he or she may elect to have this amount paid directly into the Motion Picture Workers Health and Welfare Plan.

### **13.10 Personal Leave**

- a) A permanent full-time or permanent part-time employee will accrue up to thirty-two (32) hours of Personal Leave, based on time paid, that may be taken within a calendar year.
- b) Permission for Personal Leave will not be denied as long as the Employer's operational needs are met.
- c) Personal Leave will not be used for recreational purposes.
- d) Up to sixteen (16) hours of Personal Leave may be drawn from an employee's annual allotment in a calendar year to cover office closures.

### **13.11 Leave for Personal Reasons**

- a) A permanent employee may be allowed a leave of absence without pay for up to one (1) year for personal reasons if:
  - i) he/she requests it from the Employer in writing, and,
  - ii) the Employer believes the leave is for a good reason and does not interfere with the employer's operations.
- b) If the employee takes a job elsewhere during this leave of absence without joint approval of the Employer and the Union, he will be considered as having terminated his employment.
- c) A leave of absence may be extended up to an additional thirty (30) calendars days if there is good reason and the Employer and Union Committee agree to it. The employee must request the extension in writing before his first leave period has terminated.
- d) The Union will be notified of all leaves granted under this section.

### **13.12 Leave to Attend Union Gatherings**

- a) Employees who have been elected or appointed by the USW to attend International, National or Local gatherings will be granted leave of absence without pay for this purpose. Employees must give the Employer ten (10) working days' notice in writing. This notice must be confirmed by the Union. Leave will not exceed three (3) weeks, plus reasonable travel time.
- b) Leave of absence without pay will be granted on request to not more than two (2) employees who have been selected by the USW to attend collective bargaining sessions or emergency gatherings of the Union.

### **13.13 Leave for Union Business**

- a) The Employer will grant an employee leave of absence without pay up to two (2) years to work for the USW Local and International Union. The employee must request the leave of absence in writing and the President of IATSE Local 891 may approve it. This leave may be extended for additional periods at the request of the Union. One (1) months' notice in writing must be given prior to requesting this leave.
- b) Not more than one (1) employee may be on leave under this section at any time and in no instance will two such leaves be granted in any six (6) month period.

### **13.14 Other Leave**

- a) An employee who is appointed or elected to a full-time position with the Canadian Labour Congress, a provincial Federation of Labour or a Labour Council, shall be granted leave of absence without pay and without loss of seniority for a period of two (2) years subject to renewal on application to the Employer for successive periods of two (2) years each.
- b) The Employer may, upon written request from the Union, grant leave of absence in writing without pay or loss of seniority to employees selected to perform specialized work on behalf of any body affiliated with the USW and IATSE.
- c) The Employer will grant leave of absence(s) without pay to an employee elected to serve as an M.P., M.L.A., Municipal Council, Civic Council, Labour Council, provincial Federation of Labour, or Canadian Labour Congress. The leave will cover the terms(s) of office.

### **13.15 Education Leave**

Employees with two (2) years or more of continuous service with the employer shall be entitled to an educational leave of absence for up to one (1) year without gain or loss of seniority as of the time the employee leaves without pay and upon approval of the President.

The following terms and conditions shall apply to such leaves:

- a) Application for leave shall be in writing.
- b) Seniority shall be the determining factor in scheduling of leave.
- c) The employee must be attending an accredited educational institution. The parties reserve the right to discuss and resolve application of this in any particular case.
- d) One (1) months' notice of return to work must be given to the employer unless a return date has been established prior to leaving.

### **13.16 Sabbatical**

Employees will be allowed eight (8) weeks off without pay (in addition to regular vacations) after accumulating ten (10) years seniority and an additional eight (8) weeks without pay for each additional ten (10) year period they are employed. Such leave may be taken in conjunction with their annual vacation subject to operational requirements.

### **13.17 Deemed time worked**

Paid hours shall be considered to be time worked for the purposes of all benefits such as, including but not limited to: vacation, statutory holidays, personal medical leave, personal leave, RRSPs, Health and Welfare and



MSP benefits. These paid benefits will not continue in the event of an unpaid leave unless otherwise agreed to in the collective agreement or required by the *B.C. Employment Standards Act*.

## **ARTICLE 14 - HUMAN RIGHTS AND HARASSMENT**

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

### **14.02 Definitions**

#### **a) Prohibited Grounds**

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

#### **b) Prohibited Discrimination**

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

#### **c) Workplace Harassment**

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

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

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

Workplace harassment may include such actions as:

- i) verbal or physical abuse, threat or intimidation;
- ii) unwelcome remarks, jokes or innuendoes, whether it is about one or more of the Prohibited Grounds or not;
- iii) the display of pornographic, racist, or other offensive or derogatory pictures;

- iv) unnecessary-or-uninvited physical-contact such as touching, patting, pinching, or punching;
  - v) practical jokes which cause awkwardness or embarrassment.
- d) **Sexual Harassment**  
Workplace harassment includes sexual harassment. Sexual harassment is defined as one or a series of incidents involving unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse job related consequences for the victim of the harassment.  
Conduct of a sexual nature may include such actions as:
- i) unwanted physical contact;
  - ii) unwanted gestures or actions which have sexual content, including display or circulation of materials which have sexual content or connotations;
  - iii) unwanted verbal comments, including jokes with sexual content or relating to gender; or
  - iv) denigration because of gender.

#### **Not Harassment or Prohibited Discrimination**

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

#### **Retaliation**

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

14.03 The parties agree that discrimination and/or harassment of any employee as set out in this agreement is absolutely prohibited.

14.04 The parties will promote a work environment that is free from harassment of any kind, including harassment on the grounds listed in clause 14.02.

14.05 The parties will not tolerate Workplace Harassment or Prohibited Discrimination. All employees are expected to conduct themselves in a responsible and professional manner in order to maintain a working environment free from harassment or Prohibited Discrimination.

shall be in the Employer's sole discretion. The Employer will save the Union harmless and take full responsibility for any issues arising from the Employer's decision not to limit/discontinue contact with the alleged harasser.

**14.08 Confidentiality**

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

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

14.10 Duty to Accommodate: The Employer, the Union and its employees each have a responsibility to cooperate to accommodate employees on the basis of all the prohibited grounds of discrimination, to the point of undue hardship, in accordance with Human Rights legislation. The Employer agrees to consult with the Union if an accommodation is required.

**ARTICLE 15 - GRIEVANCE PROCEDURE**

15.01 The parties agree that it is desirable that any complaints or grievances should be resolved as quickly as possible. Many complaints or grievances can be resolved by discussion between the employee and his supervisor and, therefore, employees are encouraged to attempt to settle any complaints or disputes with their immediate supervisor before proceeding with the Grievance Procedure.

15.02 Should a complaint or dispute become a grievance between the Company and employee(s) regarding the interpretation, application or alleged violation of the Agreement, or a question as to whether a matter is arbitrable, a reasonable effort shall be made to settle the dispute in the following manner:

### Step 1

Within fifteen (15) calendar days after the alleged grievance has arisen, or within fifteen (15) calendar days from the time the employee should reasonably have known of the occurrence giving rise to the grievance, the employee and a steward may present the grievance in writing to the employee's supervisor. Failing a satisfactory resolution within fifteen (15) calendar days, the grievance may be processed to Step 2.

### Step 2

Within fifteen (15) calendar days from the time a decision was made or could have been made under Step 1, the employee, steward, and USW Business Representative may present the grievance in writing to the President of Local 891 and/or his designate. The President shall reply in writing within fifteen (15) calendar days of the presentation of this grievance under Step 2.

### Step 3

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, is not reached at Step Two, either the Union or the Employer may advance the grievance to arbitration. Step Three must be initiated in writing within forty-five (45) calendar days from the date of the Step Two response.

- 15.02 Discharge Cases: If an employee believes that he has been unjustly discharged he may commence grievance procedure and it will be instituted at Step 2.
- 15.03 Warning - Suspension - Discharge: Employees may only be warned, suspended or discharged for just cause. Suspension days will run as consecutive working days.
- 15.04 All discipline shall be removed from and shall not form part of an employee's work record one (1) year from the date the discipline was imposed.
- 15.05 Policy Grievance  
A policy grievance shall be defined as a dispute involving a question of application or interpretation of any Article of this Agreement which arises directly between the Company and the Union. It shall be submitted as a policy grievance at Step 2 within fifteen (15) calendar days following the circumstances giving rise to the grievance. The provisions of this Article may not be used with respect to a grievance directly affecting an individual employee or a group of employees.

## **ARTICLE 16 - EXPEDITED ARBITRATION**

- 16.01 Expedited Arbitration may be mutually agreed upon within forty-five (45) calendar days of the Step Two response as per Article 15.
- 16.02 Within seven (7) calendar days of referral to Expedited Arbitration, either party may proceed to Expedited Arbitration subject to the following steps:
- a) The parties must attempt to mediate the dispute within seven (7) calendar days of being referred to Expedited Arbitration.
  - b) If mediation should fail, an Expedited Arbitration shall be held no less than ninety (90) calendar days after referral to Expedited Arbitration.
  - c) The Union and Company agree that grievances referred to Expedited Arbitration will be adjudicated by either Chris Sullivan or Irene Holden.
  - d) A final and binding decision will be handed down within twenty (20) calendar days of the Expedited Arbitration case being held.

## **ARTICLE 17 – ARBITRATION**

- 17.01 Either party must, within forty-five (45) calendar days upon the completion of Step 2 of the grievance procedure outlined in Article 15, notify the other party in writing of its desire to submit to arbitration an unsettled grievance relating to the application, operation, interpretation or alleged violation of this Agreement, including any question as to whether the matter is arbitrable.
- 17.02 The Parties agree that Chris Sullivan or Irene Holden will act as Arbitrator. Should they not be available within a reasonable amount of time, the party electing arbitration will submit the name of one (1) or more arbitrators to the other party. If the parties are unable to agree on the choice of an arbitrator within thirty (30) days, the Minister will be requested to appoint an arbitrator.
- 17.03 The Arbitrator shall hear the parties to the grievance and shall within a maximum of thirty (30) calendar days following the conclusion of the hearing render a decision.
- 17.04 The parties shall equally bear the costs of the arbitrator. Each of the parties shall bear the expenses incurred in the preparation and presentation of its own case.

17.05 An Arbitrator shall have jurisdiction to consider any matter properly submitted to him under the terms of this Agreement, including whether a matter is arbitrable or not, but shall not have the jurisdiction to make any decision inconsistent with the provisions of this Agreement, or alter, modify, add to, subtract from or amend any part of the provisions of this Agreement in whole or in part.

17.06 The decision of the arbitrator shall be final and binding on both parties.

#### **ARTICLE 18 – PENSION PLAN**

The Employer will provide all permanent employees with a contribution of **nine percent (9%)** of gross earnings to the Vancouver Steelworkers Pension Plan.

“Earnings” means monies received as compensation from the Employer, inclusive of salary and wages paid, overtime pay, bonuses, and all paid hours.

#### **ARTICLE 19 – TOOLS, TRANSPORTATION AND OTHER ALLOWANCES**

19.01 If cellular telephones are required by the Employer, they shall be provided. Short-term Term employees may be reimbursed reasonable cellular phone expenses incurred on behalf of the employer.

19.02 If other equipment is required by the Employer, it shall be provided to the employees.

19.03 **Effective April 1, 2016**, employees shall receive a car allowance of **seven hundred and fifty-eight dollars and thirty-three cents (\$758.33)** per month. **Effective April 1, 2017**, the car allowance shall be **eight hundred dollars (\$800.00)** per month and **effective April 1, 2018** it shall be **eight hundred and fifty dollars (\$850.00)** per month prorated for part-time and Term employees.

19.04 **Employees are required to insure their vehicles for business use and maintain three million dollar (\$3,000,000.00) third party liability.**

19.05 **Effective April 1, 2016** employees will be reimbursed the difference in cost between insurance for pleasure use and business use, with three million dollar (\$3,000,000.00) third party liability. In order to receive this reimbursement, employees must provide evidence from an Autoplan broker of this cost difference.

19.06 Gas cards shall be provided for permanent full-time and long-term full-time Term employees, otherwise gasoline expenses incurred on behalf of the employer shall be reimbursed.

- 19.07 Employees will be provided a BCAA membership and an Emergency First Aid kit for their vehicles.
- 19.08 **Employees will be re-imbursed for reasonable costs incurred in the course of business travel (eg: parking and tolls).**
- 19.09 Hotels shall be equal to the Canadian Automobile Association (CAA) standards where reasonably available and shall be single occupancy.
- 19.10 **Per Diem Allowance**  
On distant locations, the employee shall be paid in advance a per diem allowance of not less than sixty-five dollars (\$65.00). However, if meals are provided at the expense of the Employer, the per diem allowance may be reduced in the following manner: Breakfast, fourteen dollars and fifty cents (\$14.50); Lunch, twenty dollars and fifty cents (\$20.50); and Dinner, thirty dollars (\$30.00). The foregoing amounts will be payable in US dollars when in the United States.
- 19.11 **Training:** The Employer shall provide training to upgrade skills where it determines this would benefit both the Employer and the employee. In such cases, employees shall be paid as per Article 12.06.

## **ARTICLE 20 – WAGES**

### **20.01 Wage Schedule:**

- a) The job classifications and rates listed in the attached wage schedule are agreed upon by both parties and are part of this collective agreement.
- b) The rates set forth in the attached Wage Schedule may not be used in any way for the purpose of reducing the wage rate(s) presently received by an employee(s).
- c) The rates for the classifications set forth in this agreement, and for any subsequent mutually agreed upon additions thereto, are the agreed upon rates for those classifications, and therefore no employee may perform work within classifications for a rate other than the rate set forth in this Agreement.

20.02 **Cheque Issue – No Delay:** The employer will make provisions that there will be no undue delay in issuing cheques on pay day.

- 20.03 **Statement of Earnings:** The rate or rates of pay, hours of work, details for overtime and all necessary and pertinent information will be furnished to each employee on his pay statement so that the employee can clearly understand how his total pay was calculated. The Employer agrees where there has been a mistake on an employee's itemized statement that the employee will get an agreed upon amended statement in the next scheduled pay period.
- 20.04 **Payment of Wages – Irregular:** Any employee being discharged or laid-off will be paid all wages due to him and be issued a Record of Employment within forty-eight (48) hours.
- 20.05 **Equal Pay for Equal Work:** Where an employee has the necessary qualifications and has the ability to handle the work, there shall be no discrimination between men and women in the matter of appointments to vacant positions, nor salaries for such positions.
- 20.06 **Salting:** The time an employee is performing a salting assignment, the time put into the additional assignment will count as time worked during the day for the employee's normal hours of work. The Employer agrees to deduct the amount that the employee received from the salting assignment from the employee's regular rate of pay, in order to make the employee "whole" while working on this assignment.

## **ARTICLE 21 – NO STRIKES, NO LOCKOUTS**

- 21.01 The Union agrees that neither the Union nor its officers, nor its representatives, nor its members, shall in any way authorize, encourage or participate in any strike, work stoppage, walk-out, slow-down, illegal act or any act of a similar nature during the term of this Agreement.
- 21.02 In case any of the aforementioned acts should occur, the Employer shall, in addition to all of its other rights and remedies, have the right to discharge or discipline any or all of the employees taking part in such act or acts, providing, however, that any such action by the Employer shall be subject to the grievance procedure if any employee believes he has been discharged or disciplined unjustly.
- 21.03 The Employer agrees that there shall be no lock-out of employees during the term of the Agreement.

## **ARTICLE 22 - SAVINGS CLAUSE**

- 22.01 Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgment or order of a court, tribunal or



board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.

22.02 In the event that any clause or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either Party for the purpose of implementing the requirements of any such order, judgment or legislation or for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the matter to arbitration.

**ARTICLE 23 – Duration of Agreement**




23.01 This Agreement shall be in effect from **April 1, 2016** to March 31, **2019**, and from year to year thereafter subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, by written notice to require the other Party to the Agreement to commence collective bargaining.

23.02 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike or the Employer shall give notice of lockout or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement whichever shall first occur.

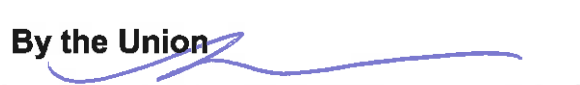
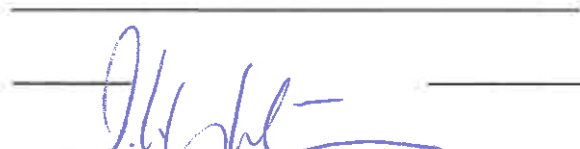

The operation of Section 50(2)(3) of the *British Columbia Labour Relations Code* is hereby excluded.

Signed and agreed to by both parties this 26 day of Oct, 2016 in Burnaby, BC.

**By the Employer**

  
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**By the Union**

  
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## APPENDIX 1 – Wage Schedule

<u>Classification</u>	<u>Hourly Wage Rate</u>		
	April 1 2016 (2% incr.)	April 1 2017 (2% incr.)	April 1 2018 (2% incr.)
Assistant Steward II	\$38.11	\$38.87	\$39.65
Assistant Steward I	\$31.24	\$31.87	\$32.50
Organizer	\$29.44	\$30.03	\$30.63

Employees hired as an Assistant Steward I shall progress to Assistant Steward II after fifteen hundred (1500) hours worked.

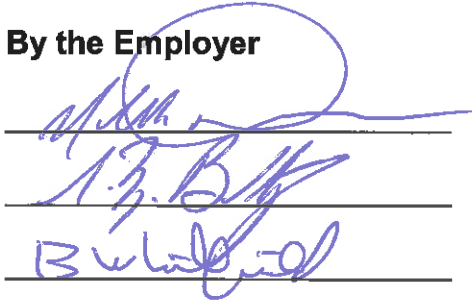
Letter of Understanding #1

Re: Assistant Stewards Natasha Tony, Ian Houghton and Tom Boon

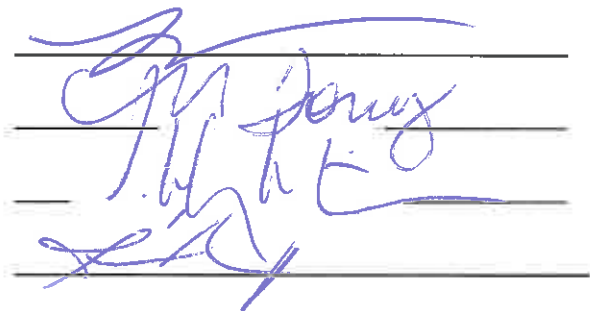
1. It is understood that the above employees have by practice been paid eight (8) regular hours per day, plus up to two (2) hours of overtime, five (5) days per week.
2. It is further understood that the above hours will be continued, as workload requires, and will not be reduced because new Assistant Stewards or Organizers are hired, regardless of whether it is on a term, part-time or full-time basis.
3. Where it is determined by the President and Senior Steward that the workload in the Steward's Department is not sufficient to justify the additional overtime hours, with notice to the Union, the above employees may be assigned to work the standard hours contained in the Collective Agreement. When the workload returns, the hours contained in (1) above will resume.
4. The above employees will not be compelled to work daily overtime as it may lead to fatigue and burn-out, however the employee is expected to provide reasonable notice if he or she does not wish to work the overtime, dependent on the circumstances.

Signed and agreed to by both parties this 26 day of Oct,  
2016 in Burnaby, BC.

By the Employer

  
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\_\_\_\_\_

By the Union

  
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\_\_\_\_\_


## LETTER OF UNDERSTANDING #2

On a without prejudice basis, the parties agree to the following:

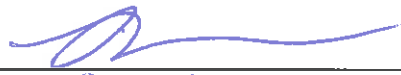
1. Notwithstanding Ms. Bronswyk's election as an executive officer of IATSE Local 891, Ms. Bronswyk may continue to perform Assistant Steward duties.
2. During the period that Ms. Bronswyk serves as an elected officer of IATSE Local 891, Ms. Bronswyk will be excluded from the bargaining unit and will not be a member of USW Local 2009.
3. In the event Ms. Bronswyk ceases to serve as an elected officer of IATSE Local 891, for whatever reason, up to and including January 31, 2020, she will be eligible to return to her employment within the bargaining unit as an Assistant Steward, absent reasonable cause, with her original seniority and continuous service accumulated up to December 31, 2013, provided there is work to be performed. It is understood that upon her return, Ms. Bronswyk would be an Assistant Steward II and subject to the protected hours indicated in Letter of Understanding #1.

Signed and agreed to by both parties this 26 day of Oct, 2016 in Burnaby, BC.

By the Employer

  
\_\_\_\_\_  
A. J. B. [unclear]  
\_\_\_\_\_  
B. [unclear]  
\_\_\_\_\_

By the Union

  
\_\_\_\_\_  
C. [unclear]  
\_\_\_\_\_  
D. [unclear]  
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E. [unclear]  
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