

AGREEMENT

between

Titmouse Canada Animation Inc.

and

The Animation Guild,

IATSE Local 938

COLLECTIVE AGREEMENT

between

**Titmouse Canada Animation Inc.
(hereinafter referred to as the “Employer”)**

and

**The Animation Guild, IATSE Local No. 938
(hereinafter referred to as the “Union”)
(each, a “Party”, and collectively, the “Parties”)**

Whereas the Union was certified pursuant to the Labour Relations Code of British Columbia;

Whereas it is the purpose of both Parties to this Agreement:

- a) to promote and maintain harmonious relations;
- b) to recognize the mutual value of joint discussions of mutual interest;
- c) to encourage efficiency in operations pertaining to the mission of Titmouse Canada Animation Inc., and;
- d) to provide methods of fair and amicable resolution of issues or disputes which may arise between the Parties within the jurisdiction of this Agreement.

NOW THEREFORE THE PARTIES TO THIS AGREEMENT HEREBY AGREE AS FOLLOWS:

ARTICLE 1 UNION SECURITY

1.1 Exclusive Bargaining Agent

The Employer recognizes the Union as the sole and exclusive bargaining agent for all classifications listed in this agreement.

1.2 Union Membership

All Employees (which shall be defined as the members of the collective bargaining unit, and hereafter, “Employee(s)”) shall, within 30 days of being employed, become, and remain members in good standing of the Union as a condition of employment. The Employer agrees to inform the Union in writing within five (5) business days from the date of employment hereafter of any Employee who is subject to this Agreement, with the following information: Employee's name, residential address, social insurance number, classification, applicable scale wage, and date of employment.

1.3 Overscale Agreements

Nothing in this Agreement shall prevent any individual from negotiating and obtaining from

the Employer better conditions and terms of employment than those herein provided.

1.4 Notification

The Union shall be notified within five (5) business days of all promotions, new hires, layoffs, recalls, discipline, and terminations of employment.

1.5 Contracting Out

The Employer may contract out to individual contractors and animation studios. The performance of bargaining unit work is subject to the following:

- a) The Employer may contract bargaining unit work out to individual contractors and animation studios located in the Vancouver Region (which shall be defined as the "Designated Vancouver Area" as outlined in the Creative BC tax credit map, attached hereto as Schedule B) provided that:
 - i. the Employer does not have the technological capacity and/or sufficiently qualified Employees to perform the work; and
 - ii. the contracting out of work does not result in the layoff and/or the reduction of the regular work hours of any Employee in the bargaining unit; and
- b) The Employer may continue its existing practice of contracting out work to individual contractors and/or animation studios outside of the Vancouver Region without limitation.
- c) The Employer shall be allowed to freely contract out work between affiliated companies, i.e. between Titmouse, Inc. and Titmouse Canada Animation Inc.
- d) If a commissioning broadcaster desires that Employer works with other Canadian and/or international subcontractors/entities to maximize tax credits for a production, the Employer shall be freely allowed to contract out work upon providing reasonable prior notice to the Union.

1.6 Bargaining Unit Work

All job classifications covered by this collective agreement shall only be performed by members in good standing of the Union.

1.7 Technological Change

- a) The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.
- b) *Definition of Technological Change:* As used herein, the term "technological change" means the introduction of any new or modified devices or equipment for the purpose of performing any work by Employees covered by this Agreement. Affected Employees will receive reasonable training in the new work. If, after a thirty-day period, the Employee is unable to perform the work then the Employee will be subject to the layoff and termination provisions outlined in this Agreement.
- c) If a new classification is created due to technological change, the Labour – Management Committee shall meet to determine an appropriate wage rate.

- d) Prior to the introduction of technological change, the Employer will give reasonable notice to the Union and convene a meeting of the Labour - Management Committee, to discuss and resolve, if possible, matters pertaining to the proposed change. Such notice shall be given as soon as possible but no less than twenty (20) business days prior to instituting such change.

1.8 Diversity and Inclusion

The Employer and the Union agree to cooperate to promote diversity and inclusion in the workplace.

1.9 Discrimination

The Employer agrees it shall not discriminate against or engage in any harassment of any applicant for employment or Employee for reasons based on race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental ability, sex, sexual orientation, gender identity or expression, age, union membership or activity or on any other basis prohibited by applicable Federal or Provincial law.

1.10 Union Representative

An authorized representative of the Union shall be allowed to visit the workplace upon reasonable notice and upon mutual agreement between the Union and the Employer prior to all visits and the representative shall comply with reasonable and generally applied visitor and security rules established by the Employer.

1.11 Screen credit – Individual

Subject to network and client approval, and where possible, individual screen credits shall be in accordance with animation industry custom and practice. Upon the request of an Employee, and subject to the restrictions outlined in the corresponding PSA, the Employer shall provide a letter on the Employer's company letterhead that confirms and attests that such Employee was employed in the applicable classification on such production.

1.12 IATSE insignia

The Employer recognizes and agrees the insignia of the IATSE is copyrighted and is the sole property of the Alliance. The Employer hereby agrees to display the IATSE insignia as herein authorized, on any and all productions produced under the terms and conditions of this Agreement which carry screen or air credit title or titles subject to network and client approval, and where possible. Said insignia is to be clear and distinct and shall appear on a sufficient number of frames subject to network and client approval, and where possible.

ARTICLE 2 MANAGEMENT RIGHTS

The Union acknowledges that the Employer has the right to manage its operations and workforce in accordance with all applicable laws and the terms of this Agreement. Without limiting the generality of the foregoing, the Employer reserves the right to hire and direct Employees, determine the number of Employees required to work, determine the qualifications necessary to perform the work, assign work, introduce, implement and enforce

reasonable workplace policies consistent with this Agreement and discipline and/or dismiss Employees for just cause.

ARTICLE 3 NO STRIKES OR LOCKOUTS; PICKET LINES

3.1 No Strike or Lockout

During the term of this Agreement there shall be no strike or withdrawal of services on the part of the Union or any of the Employees and there shall be no lockout by the Employer or any person acting on behalf of the Employer.

3.2 Struck Work & Picket Lines

Employees in the bargaining unit will not be required to physically cross any picket line in connection with a legal strike within the meaning of the British Columbia Labour Relations Code. In the event the Employees of the Employer who are represented by Local 839 of the IATSE are engaged in a lawful strike within the meaning of the National Labour Relations Act, each Employee covered by this agreement shall be entitled to make an individual decision, free from coercion, to refuse to perform struck work without fear of reprisal or discipline by the Employer.

ARTICLE 4 HOURS OF WORK, OVERTIME and WORKING CONDITIONS

4.1 Upgrades

If an Employee shall be engaged in more than one (1) classification of work during any workweek, they shall be paid on a *pro rata* basis for time spent in each classification, rounded up to the nearest hour.

4.2 Materials: Tools and Equipment

If the Employer requires an Employee to work away from the studio (including during COVID), the Employer will furnish material and tools of the trade customarily furnished by the Employer. Shipping and insurance of the equipment to the Employee will be covered by the Employer. If the Employee chooses to personally pick up or drop off the equipment (foregoing shipping and insurance charges), then Employee shall pick up or drop off the equipment at their own cost and expense. Necessary equipment shall likewise be furnished unless the Employee has such equipment available. The Employee is not responsible for any damage sustained to any equipment, tools or materials supplied by the Employer if used in a reasonable manner in the course of their duties.

If the Employee requests to work away from the studio and the Employer agrees, the Employer will offer to furnish material and tools of the trade customarily furnished by the Employer. Shipping and insurance (and/or personal pick up or drop off) of the equipment to the employee will be covered by the Employee. The Employee is not responsible for any damage sustained to any equipment, tools or materials supplied by the Employer if used in a reasonable manner in the course of their duties.

Employee may not use Employer-issued equipment to perform work for other companies

unless Employee obtains permission in writing from Employer.

The Employer agrees to pay an appropriate fee for the use of “personal equipment” (which shall be defined as equipment and/or tools of the trade required to perform the tasks requested by Employer):

- a) When the Employee is requested by the Employer to use their personal equipment for work.
- b) When the Employer does not have the appropriate equipment.
- c) When the equipment provided by the Employer is inferior or insufficient to perform the required duties in a timely manner.
- d) Actual fees and equipment must be documented in advance.

If an Employee is offered equipment for use from the Employer and the Employee refuses the equipment in favor of their own gear, then the provisions outlined above are not applicable.

4.3 Daily/Weekly Hires

Employees may be employed on a weekly or a daily basis as outlined in their employment contract.

4.4 Weekly Hours for Weekly Employees

Full-time Employees shall be scheduled for forty (40) hours of work during any five (5) workdays out of seven (7) consecutive days, with two (2) consecutive days off. The Employer shall pay a weekly Employee whose assignment starts on a day other than the first day of the work week or ends on a day other than the last day of the work week one fifth (1/5) of their weekly wages for each day worked during the fractional work week.

4.5 Daily Hours for Daily Employees

Full-time Employees shall be scheduled for eight (8) hours per day, exclusive of meal periods, with their start and stop times to be determined by the Employer.

4.6 Notice of Schedule Changes

Employer shall give notice of at least five (5) working days to Employee of any change in that Employee's regular weekly schedule, except when exigencies of production make such notice impractical or impossible. If an Employee so notified of such change in their regular weekly schedule requests that the Employer delay the implementation of such schedule change due to the Employee's unusual or emergency circumstances, the Employer shall not unreasonably or arbitrarily deny such request.

4.7 Meal Periods and Breaks

All Employees are entitled to one (1) unpaid meal break after working for five (5) consecutive hours which shall last in duration for a minimum of thirty (30) minutes or a maximum of one (1) hour. In addition to the thirty minute/one-hour unpaid meal period, all Employees are entitled to two (2) fifteen (15) minute breaks for each eight (8) hours worked, one to be taken

in the first half of the shift and one to be taken in the second half of the shift. Employees may not add their breaks to their meal period so as to take a longer meal period. Employer requires Employees to actually take their meal period and rest breaks. Employees may not work through their meal period and/or breaks to come in later or leave early without prior approval from their Supervisor (which shall be defined as the individual who directs the work of the Employee, hereinafter "Supervisor"), and even then, only occasionally. There will be no penalty or compensation for untaken breaks or meal periods. Employees unable to consistently take breaks and meal periods must review their workload with their Supervisor.

4.8 Overtime

- a) Employees will be paid at one and one-half (1½) times their hourly rate for all hours worked more than eight (8) hours in one day and/or forty (40) hours in one week.
- b) In the event the Employee works more than twelve (12) hours in one day, every hour of work more than twelve (12) hours will be compensated at twice their regular hourly rate of pay.
- c) Employees must have prior, written approval from their Supervisor (Producer) before any overtime can be worked (email approval shall suffice). If Employee's direct Supervisor (Producer) is not available to provide timely approval for overtime, Employee may seek approval from the VP of Production. If Employee's direct Supervisor and VP of Production are not available to provide timely approval for overtime, Employee may seek approval from their Production Manager. Employee shall receive specific instructions related to overtime including but not limited to the number of hours of overtime approved and a cap on the number of revisions, iteration, passes, etc. Overtime shall not be worked, and overtime pay will not be paid if Employee does not obtain approval for overtime.

4.9 Probationary Period

The first three (3) months of employment constitute a probationary period during which period the Employer may, at its sole discretion, terminate the probationary Employee's employment without notice.

4.10 Employee Vehicles and Mileage

Employees who use their personal automobiles for Employer business, with prior approval by their Department Head, shall be reimbursed at the rate equal to the Canada Revenue Agency permitted maximum mileage rate. Evening or weekend travel shall be compensated on a case-by-case basis.

Employees who are required to travel for Employer business, with prior approval from their Department Head, shall be reimbursed the cost of such travel.

ARTICLE 5 LABOUR/MANAGEMENT RELATIONS

5.1 Correspondence and Notices

Correspondence and notices between the Parties arising out of this Agreement shall pass to and from the Union designate and the Employer designate.

5.2 Labour-Management Committee

- a) A Labour-Management Committee shall be established consisting of two representatives appointed by the Union and two representatives appointed by the Employer.
- b) The purpose of the Committee is to facilitate a meaningful exchange of ideas and information on matters of mutual interest, including development and expansion.
- c) The Committee shall meet quarterly, or more frequently at the call of either Party. The Parties agree to identify agenda items and circulate to the other members at least three days in advance of each meeting.
- d) Union representatives attending such Committee meetings during regular work hours shall continue to be paid by the Employer.

5.3 Stewards

- a) The Union shall provide the Employer with a list of Employees who are its stewards and any other official representatives.
- b) A Union steward may investigate complaints. Stewards will notify their Supervisor in advance before leaving their work duties to perform their steward duties. Authorization for such leave is subject to operational requirements and will not be unreasonably withheld. Whenever possible, these duties will be performed outside normal working hours.

5.4 Absence from Duty for Union Officials

- a) The Employer will grant leave without pay to Employees who are elected or selected as representatives to attend Union Conventions, or for other Union business.
- b) Employees will provide at least ten (10) days' notice prior to the absence. Approval will not be unreasonably denied.
- c) Such leave requests are subject to reasonable operational requirements.
- d) Leaves granted for Union business will continue to accrue benefits.

5.5 Access to Documents

In the event of a complaint respecting an Employee's pay, a representative of the Union will have access to work schedules and/or pay records of that Employee.

ARTICLE 6 VACATION AND LEAVES

6.1 Vacation

In the first year of this agreement, Employees shall accrue vacation time and pay, and the employer has the option to pay out vacation pay at the end of the year or end of an

employment contract, in keeping with past practice. The Employer and the Union, through the Labour Management Committee, will prioritize a review of the vacation payment method (accrual or paid out) and the Committee shall make recommendations no later than three (3) months prior to the end of the first year.

- a) All Employees are entitled to the following vacation period:
 - (i) At least 2 weeks, after 12 continuous months of employment, or
 - (ii) At least 3 weeks, after 5 continuous years of employment
- b) All Employees are entitled to the following vacation pay:
 - (i) After 5 calendar days of employment, at least 4% of the Employee's total wages during the year of employment entitling the Employee to the vacation pay.
 - (ii) After 5 continuous years of employment, at least 6% of the Employee's total wages during the year of employment entitling the Employee to the vacation pay.
- c) For the purposes of calculating vacation periods, "continuous months of employment" shall mean employment where there is no break in employment of greater than six (6) months.
- d) The Employer will communicate to each Employee their vacation period at the beginning of each calendar year.
- e) Nothing in this agreement shall preclude an Employee from receiving greater vacation provisions than those outlined herein, and such agreements shall not impact other applicable vacation or pay increases.
- f) Employees must have the opportunity to take vacation in their respective employment year.
- g) Vacation requests will not be unreasonably denied.
- h) An Employee who is entitled to annual vacation may request vacation in increments of one (1) or more weeks at a mutually acceptable time to both Employer and Employee. The Parties agree to take into account production schedules when requesting and approving vacation requests.
- i) The Employer agrees to respond to vacation requests within two (2) business days of submission so long as Employee submits the vacation request 30 days prior to the date Employee proposes to commence their vacation.

6.2 Leaves of Absence – General

Employees intending to take a leave of absence must first request/consult with their Supervisor and a member of the Human Resources department for approval.

The services of an Employee on any of the following leaves are deemed continuous for the purposes of calculating vacation allocations and benefit plan eligibility. The Employer must continue to make benefit plan payments as though the Employee were not on leave if the Employer pays the total cost of the plan; and if both the Employer and Employee pay the

costs, they shall continue to do so.

Employees are entitled to all increases in wages and benefits they would have been entitled to if the leave had not been taken.

a) Sick/Personal Leave

Employees are entitled to six (6) paid sick days per calendar year granted on January 1 of each year, of which up to two (2) days may be used as personal days. Employees who start employment with Titmouse during the calendar year will receive a pro-rated sick/personal day allocation for the remainder of that calendar year. Unused sick/personal time will expire at the end of each calendar year and will not be carried over to the next calendar year. Sick/personal days may be taken in one-half (1/2) day increments.

b) Employment Standards Act (ESA) Leaves

Employees are entitled to the following leaves in accordance with Part 6 of the BC Employment Standards Act (ESA):

- (i) Maternity leave
- (ii) Parental leave
- (iii) Family responsibility leave
- (iv) Compassionate care leave
- (v) Critical illness or injury leave
- (vi) Covid-19-related leave
- (vii) Reservists leave
- (viii) Leave respecting disappearance of child
- (ix) Leave respecting death of child
- (x) Leave respecting domestic or sexual violence

Pursuant to the BC Employment Standards Act Part 6, Section 52.5, all Employees are entitled to up to five (5) days of paid leave and up to (5) days of additional unpaid leave to seek medical attention, counselling, or other social or psychological services, or legal advice, or to seek new housing if they or an eligible person has experienced domestic violence. The right to this leave is available to all eligible Employees regardless of how long they have been employed.

- (xi) Leave to attend court as a juror

In addition to those leaves provided Article 6.2 (b) ESA Leaves, Employees will also receive the leaves listed below. Should the ESA be amended to provide leaves that are increased and/or enhanced to those listed below, the ESA leaves provisions will prevail.

c) Alcohol and Drug Rehabilitation Leave

The Employer will assist Employees who have a problem with alcohol or drug use. If an Employee has a problem with alcohol or drugs and decides to enroll voluntarily in a rehabilitation program, the Employee will be given unpaid time off to participate in the program and reasonable accommodation to the point of undue hardship upon their return to work. As with all Employee health information, the Employer will adhere to BC Personal Information Protection Act (PIPA) rules regarding the collection, use and disclosure of personal information.

An Employee may use any paid sick leave available while on Alcohol and Drug Rehabilitation leave.

This leave is not intended to affect the Employer's treatment of Employees who violate the Employer's drug and alcohol policy. Rather, rehabilitation is an option for an Employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

d) Bereavement Leave

Paid bereavement leave will be granted according to the following schedule:

Employees are allowed up to three (3) consecutive days off from regularly scheduled work with regular pay in the event of the death of:

- An adult who stood in loco parentis to the Employee during childhood;
- the spouse of an Employee;
- domestic partner of an Employee;
- child of an Employee;
- parent of an Employee;
- stepparent of an Employee;
- grandparent of an Employee;
- grandchild of an Employee;
- son-in-law of an Employee;
- daughter-in-law of an Employee;
- sibling of an Employee;
- step-sibling of an Employee;
- child of an employee's spouse;
- parent of an employee's spouse;
- grandparent of an employee's spouse.

Employees are allowed one day off from regular scheduled duty with regular pay in the event of the death of:

- an aunt or uncle of Employee:

- the brother or sister of Employee's spouse.

e) Attending Funerals

Employees are allowed up to four (4) hours of paid bereavement leave to attend the funeral of a fellow regular Employee of the Employer or retiree of the Employer provided such absence from duty will not interfere with normal operations of the Employer.

f) Voting

Employees are entitled to 4 consecutive hours for Municipal, Provincial and Federal elections free from work during voting hours, without reduction in pay. Employees can vote prior to work, after work, or at advance polls. If these options are not workable, advise your Supervisor to arrange time to vote. Employees shall make reasonable efforts to vote at the beginning or end of the workday.

g) Other Leaves

Employees may request additional paid and/or unpaid leaves to address matters not addressed in Article 6.2. Other leaves are subject to the approval of the Vice President of Human Resources and the Employee's Supervisor.

ARTICLE 7 JOB POSTINGS

7.1 Posting of Positions.

- a) The Employer will prepare a notice of vacancy and post such notice on the Employer website for any vacant or newly-created position to be filled.
- b) Notices will include the job description which details:
 - 1) Job title.
 - 2) Reporting relationship.
 - 3) Hours of work and days of the week on which worked.
 - 4) Duties and responsibilities.
 - 5) Internal and External interfacing.
 - 6) Qualifications, knowledge, education, skills, and experience; and
- c) All posted or advertised vacancies shall include the following statement on the notice "This is a Union position".

7.2 Filling Posted Positions

- a) The following factors shall receive consideration when filling posted vacancies: qualifications and experience.
- b) Disputes pertaining to qualifications and experience shall be referred to the Labour/Management Committee.
- c) Preference shall be given to current qualified Employees over outside hires.

7.3 New Classifications/Amended Classifications

- a) When a new classification is established which cannot be properly placed into the existing wage scale by mutual agreement, the Employer will establish the classification and wage rate on a temporary basis. Written notification of the temporary rate and classification will be furnished to the Union. If the Employer and the Union are unable to agree on a classification and rate for the new job, the disputed rate and/or classification may be referred to a mutually acceptable compensation consultant who is well-versed in the new classification. The cost for the consultant shall be shared equally between the Parties.
- b) For existing classifications, where the Union and the Employer mutually agree there has been a substantial change in job duties and/or responsibilities, the Parties will agree on an amended wage rate or refer the matter to a mutually acceptable compensation consultant who is well-versed in the classification. The cost for the consultant shall be shared equally between the Parties.

ARTICLE 8 GRIEVANCE AND ARBITRATION PROCEDURES

8.1 Definition

For purposes of this Agreement, the term grievance shall mean any difference between the Parties, or the Employer and any Employee, bound by this Agreement concerning the interpretation, application, operation or any alleged violation of this Agreement or any other dispute, including any question as to whether any matter is arbitrable.

8.2 Procedure

- a) **Step 1:** Within fifteen (15) business days from the date of the incident giving rise to the grievance, or within fifteen (15) business days from the time the Employee should reasonably have been aware of the incident giving rise to the grievance, the Employee shall discuss the matter with their immediate Supervisor. If the Employee so desires, a union steward, or other designated Union representative, shall be present during the discussion at this Step.
- b) **Step 2:** If no settlement is reached at Step 1, the Union shall submit a grievance in writing to the designated representative of the Employer, within ten (10) business days of the discussion provided at Step 1. The Parties shall meet within seven (7) business days of the receipt of the grievance, to reach a satisfactory settlement.
- c) **Step 3:** If no settlement is reached at Step 2, a meeting shall be arranged between the senior representatives of the Union and the Employer, within seven (7) business days of the last meeting at Step 2.
- d) **Step 4:** If settlement is not reached through the foregoing procedures, the grievance may be referred to a single mediator/arbitrator. When either Party requests that a grievance be submitted to mediation/arbitration, such request shall be made to the other Party, in writing, within ten (10) business days of the last meeting held at Step 3.

8.3 Extension of Time Limits

The Parties may by mutual agreement, in writing, extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed. Such agreement shall not be unreasonably withheld.

8.4 Appointment of Single Mediator/Arbitrator

When either Party requests that a grievance be submitted to mediation/arbitration pursuant to Article 7.2 (d), the Parties will attempt to agree on naming a single mediator/arbitrator as soon as practicable.

8.5 Powers of the Mediator/Arbitrator

- a) The mediator/arbitrator may determine their own procedure in accordance with the Labour Relations Code of British Columbia. Unless the Parties agree otherwise, any mediator/arbitrator appointed by the Parties in accordance with Article 8.4 shall first attempt to engage the Parties in mediation of the issues in dispute in the grievance. In the event mediation is unsuccessful, the Parties shall proceed to arbitration of the grievance before the appointed mediator/arbitrator, with the mediator/arbitrator issuing their decision in respect of the grievance within one (1) month of the conclusion of the arbitration hearing and any such decision shall be final and binding on the Parties.
- b) The mediator/arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.
- c) Either Party may seek clarification of any decision issued by the mediator/arbitrator.

8.6 Cost of Mediation/Arbitration

Each Party shall share equally the cost and expenses of the mediator/arbitrator.

ARTICLE 9 DISCIPLINE, LAYOFF and DISCHARGE

9.1 Progressive Discipline

The Parties agree to abide by the concept of progressive discipline which shall be defined as a process by which the Employer communicates to an Employee that their performance and/or behaviour is not meeting expectations. The intended purpose of progressive discipline is to assist the Employee to understand that a performance or behavioural problem exists and provide them with an opportunity to improve. Progressive discipline may begin with a verbal warning, then proceed to a written warning, then to a suspension and then to a termination. The Employer shall have the ability to accelerate, decelerate and/or extend the process on a case-by-case basis at its sole discretion.

9.2 Layoff

A layoff is defined as a cessation of work due to a shortage of work including project completion. When a layoff exceeds three (3) days, the Employer shall provide an Employee with notice of the layoff as follows:

- a) An Employee with more than one (1) year of service up to three (3) years of service – two (2) weeks' working notice or pay in lieu of working notice.
- b) An Employee with more than three (3) years of service – one (1) week's working notice or pay in lieu of working notice for each year of service up to a maximum of eight (8) weeks' working notice or pay in lieu of notice.

9.3 Discharge

No Employee shall be discharged without just and reasonable cause.

Just cause shall be defined as workplace misconduct that is of a serious nature that violates a known, important workplace rule or misconduct that a reasonable person should know would cause irreparable damage to the employment relationship.

9.4 Discipline and Personnel Records

- a) A copy of any written material concerning any disciplinary actions (including reprimands related to job performance reviews) affecting an Employee will be given to the Employee as soon as possible after it is recorded in the personnel file. The Employer will forward a copy of all disciplinary letters to the Union.
- b) An Employee will be given a copy of any document placed in the Employee's file which might be the basis of disciplinary action.
- c) The Employer agrees not to introduce as evidence in any hearing arising from a disciplinary grievance any document from the personnel file of an Employee that the existence of which the Employee was not aware of at the time of filing.
- d) An Employee may review the contents of their personnel file provided that such review is scheduled in advance and will take place in the presence of a person authorized by the Employer.

ARTICLE 10 WAGES AND SALARIES

10.1 Direct Deposit

The Employer shall provide direct deposit of wages for all Employees.

10.2 Payment of Wages

The Employer is obligated to pay the contracted wages and benefits for the applicable guaranteed period outlined in the Employee's offer letter except in cases where the Employee is laid off or terminated.

Employees shall be paid on a bi-weekly basis (every other Friday), for the payroll period ending the previous Saturday. The full payroll week shall be from midnight Saturday to midnight of the following Saturday.

- a) Copies of reports from the payroll service shall be submitted to the Union on a quarterly basis.
- b) In the time report that accompanies each Employee's paycheque:
 - i. Employee's name and address
 - ii. Job classification
 - iii. Pay period end date
 - iv. Dates and Hours worked
 - v. Wage and Overtime Rates
 - vi. Itemization of All Premiums and Fringes Paid
 - vii. Deductions made (Taxes, CPP, Union Dues)
 - viii. Gross and Net Amounts of the Employee's cheque for the pay period
 - ix. Year-to-Date totals

10.3 Minimum Weekly Wage Rates – Schedule A

The minimum weekly wage rates shall be those set forth in Schedule A.

ARTICLE 11 Statutory Holidays

- a) The Employer recognizes the following Statutory Holidays:
 - New Year's Day
 - B.C. Family Day
 - Good Friday
 - Victoria Day
 - Canada Day
 - B.C. Day
 - Labour Day
 - Thanksgiving Day
 - Remembrance Day
 - Christmas Day
- b) When a Statutory Holiday falls on a weekend, the Employer will observe the Statutory Holiday in the workplace as follows: if the actual holiday falls on a Saturday, it will be observed on the Friday before, and if the actual holiday falls on a Sunday, it will be observed on the Monday after the statutory holiday ("Deferred Statutory Holiday"). If a Statutory Holiday or Deferred Statutory Holiday falls during an Employee's vacation period, that Statutory Holiday and/or Deferred Statutory Holiday will not count as a day of vacation for the Employee.
- c) Unworked Statutory Holiday pay shall be paid according to the BC ESA.

- d) When an Employee works on a Statutory Holiday and/or a Deferred Statutory Holiday, they shall receive pay at one-and-a-half times (1.5x) their applicable hourly rate for all hours worked on the Statutory Holiday and/or Deferred Statutory Holiday.
- e) Unworked Statutory Holidays shall be deemed to be eight (8) hours for the purposes of calculating weekly overtime.
- f) Switch of a Designated Holiday

When a holiday falls on the second, third or fourth work day of the work week, the Employer may designate the first or fifth work day of the work week as the day the holiday is to be observed, and the actual day of the holiday shall be worked and paid for at straight time. The Employer shall file notice of the designated holiday schedule with the Union no later than twenty (20) calendar days prior to the holiday. On a case-by-case basis, Employees may request to keep the holiday on its original calendar day, such requests shall be subject to the approval of their Supervisor and the Vice President of Human Resources.

ARTICLE 12 BENEFITS

12.1 Canadian Entertainment Industry Retirement Plan (CEIRP)

- a. Employees may contribute up to fourteen percent (14%) of their gross wages, per paycheque, to the Canadian Entertainment Industry Retirement Plan (CEIRP) in order to obtain the Employer match described in section (b) below.
- b. A contribution equal to 100% of the Employee's contribution shall be made on behalf of each Employee, by the Employer, up to a maximum of four percent (4%) of their gross wage, per paycheque, to the Canadian Entertainment Industry Retirement Plan (CEIRP).
- c. When their employment is ended, for any reason, Employees shall retain all rights, privileges, control and ownership of all contributions made on their behalf to the Canadian Entertainment Industry Retirement Plan (CEIRP).

12.2 Health Benefits

- a) All Employees who work a minimum of twenty-four (24) hours per week shall be enrolled in the Group Extended Health Benefits Program.
- b) All Employees enrolled in the Group Extended Health Benefits Program shall be eligible to receive benefits following the completion of three (3) months of continuous employment.
- c) Upon hiring, Employees shall be provided with a Group Extended Health Benefits Program enrollment form, which they must complete with the appropriate information as applicable to their individual circumstances. Upon eligibility the Employer shall deduct from each paycheque, the applicable premium to be paid and remit said premium to the benefits provider on behalf of the Employee.
- d) No changes regarding the health plan design may be made without first notifying the Union and after discussion with the Labour/Management Committee.

- e) The Employer and the Union, through the Labour Management Committee, will prioritize a review of the current Group Extended Health Benefits Program and comparison to the IATSE Canada Health Plan.

ARTICLE 13 RESPECTFUL WORKPLACE

13.1 Respectful Workplace

The Employer, in cooperation with the Union, will promote a workplace where all applicants and Employees are treated with respect and dignity.

13.2 Bullying and Harassment

The Employer must have a policy indicating that workplace bullying and harassment is not acceptable, as well as procedures for Employees to report incidents and for the Employer to address complaints. Employees must be informed of the Employer's policy and procedures and be trained on how to recognize and respond to incidents of workplace bullying and harassment.

Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, it may be one incident or a series of incidents depending on the context; and:

- a) includes any inappropriate conduct or comment by a person towards an Employee that the person knew or reasonably ought to have known would cause that Employee to be humiliated or intimidated, but
- b) excludes any reasonable action taken by an Employer or Supervisor relating to the management and direction of Employees or the place of employment.

13.3 Sexual Harassment

Sexual harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the workplace or lead to adverse job-related consequences for the victim of the harassment.

Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome. It may be one incident or a series of incidents depending on the context; and:

- a) includes any inappropriate conduct or comment by a person towards an Employee that the person knew or reasonably ought to have known would cause that Employee to be humiliated or intimidated, but
- b) excludes any reasonable action taken by an Employer or Supervisor relating to the management and direction of Employees or the place of employment.

Examples of sexual harassment include but are not limited to:

- unwelcome remarks, questions, innuendo or jokes of a sexual nature.
- sexual advances with actual or implied work-related consequences (a quid pro quo).
- sexist comments or sexual invitations.
- verbal abuse, intimidation, or threats of a sexual nature.

- leering, staring or making sexual gestures.
- display of pornographic or other sexual materials, such as offensive pictures, graffiti, cartoons or sayings, etc.
- unwanted physical contact such as touching, patting, pinching, hugging, etc.
- physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between Employees.

13.4 Bullying and Harassment Complaint Procedures

- a) All persons involved in the handling of a bullying or harassment complaint shall hold in the strictest confidence all information of which they become aware. Any personal information will be handled in accordance with B.C.'s PIPA legislation.
- b) Before proceeding to the formal complaint mechanism, an Employee who believes they have a complaint of harassment or discrimination may approach their Supervisor, union steward, or designated Employer representative to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
- c) If the matter is not resolved to the complainant's satisfaction and they wish to file a formal complaint, the Union will contact the designated Employer representative and request that an investigation be conducted. The Employer will investigate the allegation in a confidential manner and take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the complainant. The written complaint shall specify the details of the allegation(s) including name, title and work location of the respondent; a description of the action(s), conduct, events or circumstances involved in the complaint; the specific remedy sought to satisfy the complaint; date(s) of incidents; name(s) of witnesses (if any); prior attempts to resolve (if any). The Employer will discuss the proposed resolution with the complainant. The complainant may have a Union Representative present during these discussions.
- d) If the complainant is not satisfied with the proposed resolution from the Employer, the Union may proceed to file a grievance under the applicable grievance and arbitration process outlined herein at Step 2.
- e) The complainant will not be relocated without their agreement. If relocation of the complainant is determined to be the best solution, it will be done with respect and consideration of the complainant's privacy.

13.5 Applicable Law

The aforementioned provisions are subject to any amendments to the applicable BC legislation.

ARTICLE 14 HUMAN RESOURCES POLICIES

- a) It is agreed that if the Employer's Employee Handbook conflicts with the Collective Agreement, the terms of the Collective Agreement shall prevail.
- b) On commencing employment, new Employees shall receive a copy of the Collective Agreement, job description (upon Employee's request) and Employer's Employee Handbook.
- c) Any safety rules established by the Employer shall be posted at the worksite and a copy is to be forwarded to the Union.

ARTICLE 15 OCCUPATIONAL HEALTH AND SAFETY

- a) The Employer and the Union agree to cooperate in improving the safety and occupational health of Employees and in educating Employees and managers in proper safety practices and procedures.
- b) In accordance with WorkSafeBC Regulations, the Employer and the Union agree to establish an Occupational Health and Safety Committee, comprised of a minimum of two (2) Employees and two (2) management representatives.
- c) The Joint Occupational Health and Safety (JOHS) Committee will meet monthly pursuant to WorkSafeBC regulations.
- d) The Employer will maintain the policy and procedures on workplace health and safety and make them easily available to Employees via electronic posting and upon hiring.
- e) Minutes of the joint Occupational Health and Safety Committee will be posted in the workplace and circulated electronically to Employees.
- f) The Employer will advise the Union of the Employer representatives assigned to administer the Occupational Health and Safety Program.
- g) The Employer will copy the Union with all WorksafeBC Form 7's and Accident/Near Miss Investigation Reports within five (5) days of being provided to WorksafeBC.

ARTICLE 16 TERM / RENEWAL OF AGREEMENT

- 16.1 The term of this agreement shall be from the date of ratification by the Union until July 31, 2025.
- 16.2 Renewal

Either Party may at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other Party to commence collective bargaining. This Agreement will continue in full force and effect and neither Party will make


any change or alter the terms of this Agreement except as set out in the Labour Relations Code.

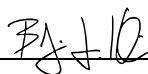
16.3 Labour Relations Code Section 50

It is understood and agreed between the Employer and the Union that the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code is hereby excluded from and will not be applicable to this Agreement.

On behalf of The Animation Guild,
IATSE Local 938:

On behalf of Titmouse Canada Animation Inc.:





Name: Emily Gossmann

Name: **Ben Kalina, COO**

Date: Monday, November 1, 2021

Date: Monday, November 1, 2021

Schedule A: Minimum Weekly Wage Rates

	On ratification	07/23/2022 - 07/21/2023	07/22/2023 - 08/02/2024	08/03/2024- 07/31/2025
PRE-PRODUCTION				
ART DIRECTOR DIRECTOR Full	\$2,000.00	\$2,045.00	\$2,096.13	\$2,159.01
BACKGROUND (Design and Paint) CHARACTER DESIGNER PROP DESIGNER COLOUR DESIGNER 1 ST 6 months 2 ND 6 months Full	\$1,020.00 \$1,140.00 \$1,200.00	\$1,042.95 \$1,165.65 \$1,227.00	\$1,069.02 \$1,194.79 \$1,257.68	\$1,101.09 \$1,230.63 \$1,295.41
ASSISTANT DESIGNER 1 ST 6 months 2 ND 6 months Full	\$ 880.00 \$ 915.00 \$ 950.00	\$ 899.80 \$ 935.59 \$ 971.38	\$ 922.30 \$ 958.98 \$ 995.66	\$ 949.97 \$ 987.75 \$1,025.53
CO or ASSISTANT DIRECTOR STORYBOARD ARTIST 1 ST 6 months 2 ND 6 months Full	\$1,275.00 \$1,425.00 \$1,500.00	\$1,303.69 \$1,457.06 \$1,533.75	\$1,336.28 \$1,493.49 \$1,572.09	\$1,376.37 \$1,538.29 \$1,619.25
STORYBOARD REVISIONIST 1 ST 6 months 2 ND 6 months Full	\$ 935.00 \$1,045.00 \$1,100.00	\$ 956.04 \$1,068.51 \$1,124.75	\$ 979.94 \$1,095.23 \$1,152.87	\$1,009.34 \$1,128.09 \$1,187.46
PIPELINE // MAIN PRODUCTION				
ANIMATION DIRECTOR Full	\$1,500.00	\$1,533.75	\$1,572.09	\$1,619.25
ANIMATOR 1 ST 6 months 2 ND 6 months Full	\$ 880.00 \$ 940.00 \$1,000.00	\$ 899.80 \$ 961.15 \$1,022.50	\$ 922.30 \$ 985.18 \$1,048.06	\$ 949.97 \$1,014.74 \$1,079.50
BACKGROUND (Layout and Paint) CHARACTER LAYOUT COMPOSITOR HARMONY RIGGING ARTIST 1 ST 6 months 2 ND 6 months Full	\$ 880.00 \$ 952.50 \$1,025.00	\$ 899.80 \$ 973.93 \$1,048.06	\$ 922.30 \$ 998.28 \$1,074.26	\$ 949.97 \$1,028.23 \$1,106.49

Schedule A: Wage Minimums Cont.

	On ratification	07/23/2022 - 07/21/2023	07/22/2023 - 08/02/2024	08/03/2024- 07/31/2025
PIPELINE // MAIN PRODUCTION CONT.				
LAYOUT ASSISTANT ANIMATION ASSISTANT CLEANUP FLASH BUILD ARTIST				
1 st 6 months	\$ 850.00	\$ 869.13	\$ 890.85	\$ 917.58
2 nd 6 months	\$ 900.00	\$ 920.25	\$ 943.26	\$ 971.56
Full	\$ 950.00	\$ 971.38	\$ 995.66	\$1,025.53
SCENE SET UP ARTIST				
1 st 6 months	\$ 825.00	\$ 843.56	\$ 864.65	\$ 890.59
2 nd 6 months	\$ 850.00	\$ 869.13	\$ 890.85	\$ 917.58
Full	\$ 900.00	\$ 920.25	\$ 943.26	\$ 971.56
POST				
ANIMATIC EDITOR				
1 st 6 months	\$1,120.00	\$1,145.20	\$1,173.83	\$1,209.04
2 nd 6 months	\$1,260.00	\$1,288.35	\$1,320.56	\$1,360.18
Full	\$1,400.00	\$1,431.50	\$1,467.29	\$1,511.31
ANIMATION EDITOR ASSISTANT EDITOR				
1 st 6 months	\$ 880.00	\$ 899.80	\$ 922.30	\$ 949.97
2 nd 6 months	\$ 950.00	\$ 971.38	\$ 995.66	\$1,025.53
Full	\$1,000.00	\$1,022.50	\$1,048.06	\$1,079.50
EDITOR (Picture/Online)				
1 st 6 months	\$1,200.00	\$1,227.00	\$1,257.68	\$1,295.41
2 nd 6 months	\$1,350.00	\$1,380.38	\$1,414.88	\$1,457.33
Full	\$1,500.00	\$1,533.75	\$1,572.09	\$1,619.25
PRODUCTION				
PRODUCTION ASSISTANT				
Full	\$ 775.00	\$ 792.44	\$ 812.25	\$ 836.62

Anyone designated by the Producer to be responsible for managing and/or supervising the work of others in their classification shall be paid the key rate of 15% above the minimum weekly rate for their classification during such an assignment.

Schedule B: Designated Vancouver Region:

