

AGREEMENT

By and Between



Nasco Staffing Solutions Ltd.

and



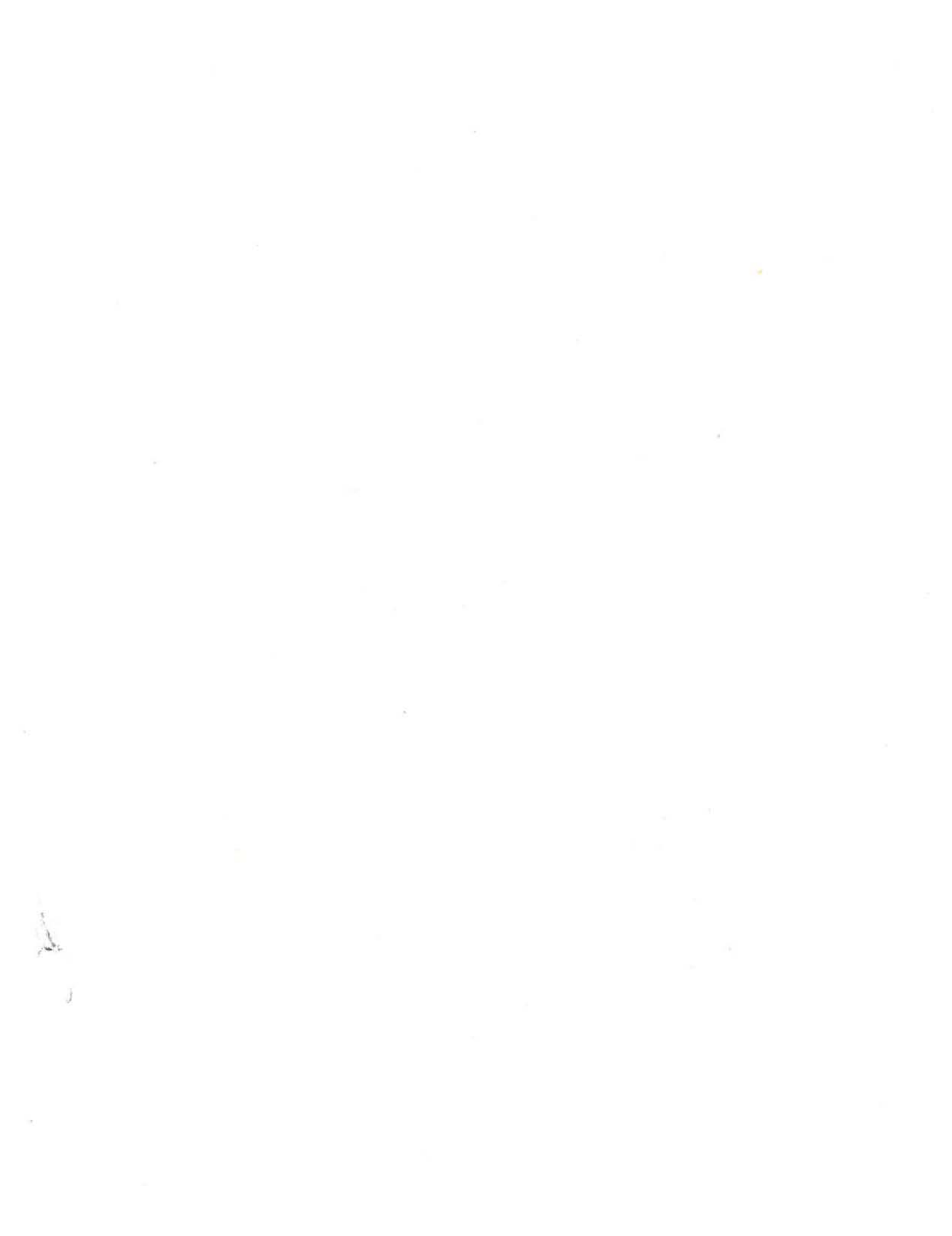
International Alliance of Theatrical Stage Employees,
Moving Picture Technicians, Artists and Allied Crafts of the
United States, its Territories and Canada,

AFL-CIO, CLC

Local 891

2010 - 2012

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a name followed by a flourish.



| | |
|--|----------|
| Article One: Recognition | 1 |
| 1.01 Definition of Employees | 1 |
| 1.02 Included Productions | 1 |
| 1.03 Area of Jurisdiction | 1 |
| Article Two: Work Assignment | 2 |
| 2.01 Employer to Notify Union of Call | 2 |
| 2.02 Crew Call Procedure | 2 |
| 2.03 Employer's Right to Reject Unsatisfactory or Unsuitable Calls | 2 |
| 2.04 Employee's Right to Refuse Calls | 2 |
| 2.05 Expedited Dispute Resolution for Work Assignments | 2 |
| 2.06 Union Representation on Employee Committee | 3 |
| Article Three: Dress Code, Tools, and Supplies | 3 |
| 3.01 Dress Code | 3 |
| 3.02 Tools and Supplies | 3 |
| Article Four: Subcontracting | 4 |
| Article Five: Distant Locations | 4 |
| 5.01 Travel Time Payment for Work at a Distant Location | 4 |
| 5.02 Hiring Policy for Productions on a Distant Location | 4 |
| 5.03 Definition of a Distant Location | 4 |
| Article Six: Wages, Hours, Benefits and Dues | 4 |
| 6.01 General Overtime Provisions for an Event | 4 |
| 6.02 Work Week and Overtime for an Event | 5 |
| 6.03 Work on a Statutory Holiday | 5 |
| 6.04 Calculation of Time | 5 |
| 6.05 Benefits | 5 |
| 6.06 Dues | 6 |
| 6.07 Performing Duties in a Higher Classification | 6 |
| Article Seven: Meal Periods and Breaks | 6 |
| 7.01 Meal Period Schedule and Duration | 6 |
| 7.02 Meal Period Pay | 7 |
| 7.03 Guarantee After Meal Period | 7 |
| 7.04 Breaks | 7 |
| 7.05 Penalty for Work on Meal Period | 7 |
| 7.06 Break in Lieu of Meal Period | 7 |
| Article Eight: Turnaround for an Event | 7 |
| Article Ten: Payment of Wages, Benefits, and Dues | 8 |
| 10.01 Payroll Period | 8 |
| 10.02 Payment of Wages and Benefits to Employees | 8 |
| 10.03 Time Reports | 8 |
| 10.04 Use of Payroll Company | 9 |
| 10.05 Corrections | 9 |
| 10.06 Union Access to Employer Records | 9 |


 RK
 (2)



| | |
|--|-----------|
| Article Eleven: Minimum Call, Cancellations, and Altered Call Times | 9 |
| 11.01 Minimum Work Call | 9 |
| 11.02 Cancellation of Call / Notification of altered call time | 9 |
| Article Twelve: Job Steward | 9 |
| Article Thirteen: Safety | 10 |
| Article Fourteen: Discipline | 10 |
| Article Fifteen: Grievances and Arbitration Procedure | 10 |
| 15.01 Grievance Procedure | 10 |
| 15.02 Arbitration Procedure | 11 |
| 15.03 Time Limit Extension | 11 |
| Article Sixteen: Strikes and Lockouts | 12 |
| Article Seventeen: Non-Discrimination | 12 |
| Article Eighteen: Management Rights and Responsibilities | 12 |
| Article Nineteen: Assignment of Wages | 12 |
| Article Twenty: Visitation of Worksites | 13 |
| Article Twenty-One: Employee Indemnification | 13 |
| 21.01 Employee Indemnification | 13 |
| 21.02 Employer's Duty to Provide Legal Representation for Field Safety Representatives | 13 |
| 21.03 Definition of Gross Negligence | 13 |
| 21.04 Duration of Protection | 14 |
| 21.05 Indemnification | 14 |
| Article Twenty-Two: Unlawful Provisions | 14 |
| Article Twenty-Three: Terms of Agreement | 14 |
| Appendix A: Benefits Plan | 16 |

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into between the International Alliance of Theatrical Stage Employees, Moving Pictures Technicians, Artists, and Allied Crafts of the United States, its Territories, and Canada, AFL-CIO, CLC Local 891, hereinafter referred to as "Union" and Nasco Staffing Solutions, hereinafter referred to as "Employer."

The purpose of this Collective Agreement is to foster the employment of workers in an economically viable business that promotes productivity to the mutual benefit of parties to the Collective Agreement and the workers.

Article One: Recognition

The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all Employees as outlined in Article 1.01.

The wages as set out in Side Letter #1, benefits, hours, and working conditions set forth in this Agreement are minimum conditions only. The Employer may, in its sole discretion offer or withdraw, and the Employees may negotiate, better conditions on an individual basis provided that any resulting conditions or agreement does not abrogate any of the conditions of this Agreement.

1.01 Definition of Employees

An "Employee" is defined as any worker employed by the Employer as follows:

- production, technical staff, set-up and tear-down staff at and from 343 Railway Street, Vancouver, BC

All other Employees of the Employer are excluded from the operation of the Agreement.

1.02 Included Productions

This agreement covers all work performed by or on behalf of the Employer in the production of the following:

- Concerts
- Corporate Presentations
- Conventions
- Meetings, Conferences, and Congresses
- Special Events
- Theatre Production
- Tradeshows

1.03 Area of Jurisdiction

The Area of Jurisdiction is British Columbia.

Handwritten signature and initials in blue ink, located in the bottom right corner of the page. The signature appears to be 'JL' or similar, with a large flourish above it. Below it are the initials 'JL' and a checkmark.

Article Two: Work Assignment

2.01 Employer to Notify Union of Call

Upon written request, the Employer shall provide the Union with the details of specific crew calls placed by the Employer. For each such crew call, the Employer shall provide the location of the call, the date of the call, the persons contacted for the call, the persons selected for the call, the crew requirements for the call, and any amended wage rates not previously provided to the Union.

2.02 Crew Call Procedure

The Employer shall have the right to select persons on any call, provided said persons are Nasco Employees and make application to become members in good standing of the Union within thirty working days of commencing work.

The Employer shall not select persons in a discriminatory or arbitrary manner. The Employer's right of selection may include and be based upon: safety, operational requirements, skills and qualifications, site familiarity, crew compatibility, client requests, experience, availability and reasonable response time.

Qualified persons may be referred by the Union, according to the Union's referral rules, as requested by the Employer.

2.03 Employer's Right to Reject Unsatisfactory or Unsuitable Calls

When requested by the Employer and persons are referred by the Union, the Employer shall not unreasonably refuse to accept persons referred by the Union.

If the Employer refuses a person referred by the Union, the Employer shall provide the reasons in writing to the Union upon request.

If the Union considers the Employer's rejection as being unreasonable, such action may be subject to the grievance and arbitration procedures contained in this Agreement.

The Union agrees that any such rejection shall not cause delay in the performance of work to be done.

2.04 Employee's Right to Refuse Calls

The Employer shall not discriminate against any person for refusing a call.

2.05 Expedited Dispute Resolution for Work Assignments

Step 1

Where a difference arises concerning a work assignment, it shall be reduced to writing within seven (7) calendar days of the occurrence after which, the claim shall not be grieved. The written grievance shall be submitted to the employee's immediate supervisor. Within a further seven calendar days (7) the Employer shall respond to the grievance. Where the Employer grants the grievance, the remedy shall be to provide the grievor with the next available shift

based upon the factors set out in Article 2.02. Where the Employer grants the grievance, the provision of the next available shift, based on the foregoing factors, shall constitute a final and binding conclusion of the grievance.

Step 2

Where the grievance is not resolved in favour of the grievor in Step 1 it may be referred to a committee made up of one or two representatives of the Employer, and an equal number of representatives of the Union for a determination. Committee decisions shall be on a non citable, non-precedential basis. The committee shall meet on a quarterly basis.

Step 3

Any disputes that remain unresolved at the committee level shall be referred to a Settlement Officer at the BCLRB for a binding decision under Section 87 of the *Labour Relations Code of BC*. The decisions shall be on a non citable, non-precedential basis. The cost of the application shall be shared between the Employer and the Union. The decision of the Settlement Officer shall not be subject to appeal.

Remedies available in Step 2 and Step 3: Where a decision favors the grievor in either Step 2, or Step 3 the remedy shall be restricted to the provision of additional shifts equal to the shifts lost.

2.06 Union Representation on Employee Committee

The Employer shall allow a union-appointed representative who is an active Nasco employee to participate in all future employee committee meetings pertaining to the Employer's crew call procedure.

Article Three: Dress Code, Tools, and Supplies

3.01 Dress Code

The Employee shall abide by the Employer's dress code, as published in the Employee's Handbook. The Employer shall notify the Employee of any special needs or changes of this policy at least twenty-four (24) hours preceding the call.

3.02 Tools and Supplies

Each Employee referred to the Employer by the Union shall have in his or her possession suitable personal tools, as per the Employee's Handbook, to accomplish the assigned duties.

Whenever possible, the Employer shall provide a secure area for Employees to store their tools. The Employer shall be held harmless for loss, damage, or theft of tools stored in this area.

Employees shall be responsible for providing the personal protective equipment deemed the responsibility of the worker under the Workers Compensation Board (WorkSafe BC) Occupational Health and Safety regulation, and its successor regulations. Personal protective equipment currently deemed the responsibility of the worker under this regulation consists of:

- clothing needed for protection against the natural elements
- general purpose work gloves

- appropriate footwear including safety footwear
- safety headgear

The Employer shall provide, at no cost to the Employee, all other items of personal protective equipment required by the Workers Compensation Board (WorkSafe BC) Occupational Health and Safety regulation, and its successor regulations.

Article Four: Subcontracting

The Employer may subcontract out non-bargaining work but will not subcontract out bargaining unit work except where the Employer determines that it is necessary to do so because of time constraints, lack of reasonably available qualified personnel, or because of conditions of contracts and/or sales.

Article Five: Distant Locations

5.01 Travel Time Payment for Work at a Distant Location

Travel time, housing, and per diem may be paid where the Employer is able to secure contractual terms for the same.

5.02 Hiring Policy for Productions on a Distant Location

Local hires may be used for productions at a distant location.

5.03 Definition of a Distant Location

A distant location is defined as the area which lies outside of the area bounded by Horseshoe Bay to the north and west, the U.S. Border to the south, and Chilliwack to the east.

Article Six: Wages, Hours, Benefits and Dues

The Employer shall notify the Employee or the Union, as appropriate, of the applicable wage rate when placing crew calls.

An "Event" is defined as a single occurrence of any included production as per Article 1.02, and may be one day or multiple days in duration.

6.01 General Overtime Provisions for an Event

- (a) A minimum of one and a half times (1.5x) the straight hourly rate will be paid for all hours worked after eight (8) hours, and two times (2x) the straight hourly rate will be paid for all hours worked after eleven (11) hours.
- (b) Any shift which starts between midnight and 7am will be paid at a minimum of one-and-a-half times (1.5x) the straight hourly rate for all hours worked up to 7am.
- (c) All hours worked after 6pm on December 31st until the end of the work day will be paid at one-and-a-half times (1.5x) the straight hourly rate.

6.02 Work Week and Overtime for an Event

- (a) The work week shall be from 12:01am Monday to 12 midnight Sunday.
- (b) After forty (40) hours worked in the work week, a minimum of one and a half times (1.5x) the straight hourly rate will be paid for all hours worked up to forty-eight (48) hours, and two times (2x) the straight hourly rate will be paid for all hours worked after forty-eight (48) hours.

6.03 Work on a Statutory Holiday

For calls which begin or end on a recognized Statutory Holiday, a minimum of one and a half times (1.5x) the straight hourly rate will be paid for all hours worked up to eleven (11) hours, and two times (2x) the straight hourly rate will be paid for all hours worked after eleven (11) hours.

Recognized Statutory Holidays shall include the following and any other Statutory Holiday prescribed by regulation:

| | | |
|------------------|------------------------|---------------|
| New Years Day | Good Friday | Victoria Day |
| Canada Day | Civic Holiday (BC Day) | Labour Day |
| Thanksgiving Day | Remembrance Day | Christmas Day |

6.04 Calculation of Time

A work day starting on one calendar day and running into the next calendar day shall be credited to the first calendar day.

For the purposes of computing overtime pay, the load-out of an event shall be considered a continuation of hours worked in cases where the Employee had fewer than eight (8) hours free from work between the end of the load-in and the start of the load-out.

In cases where an Employee has two (2) or more hours free from work between the end of the load-in and the start of the load-out, the Employee shall be guaranteed a minimum of four (4) hours of work on the load-out.

For the purposes of computing pay for all hours worked, time shall be calculated in one-half (1/2) hour increments so that an Employee shall be paid for a one-half (1/2) hour period if the Employee works any portion of a one-half (1/2) hour period.

6.05 Benefits

- (a) Vacation Pay. The Employer agrees to pay the Employees four per cent (4%) of gross wages for Vacation Pay.
- (b) Health Benefit Plan. The Employer agrees to maintain and make available the Health Benefits Plan as outlined in Appendix A. The Employer shall have the right to change the provider of the Health Benefits Plan. The Employer shall have the right to increase the benefits provided under the Health Benefits Plan.

Handwritten signatures in black and blue ink, located on the right side of the page.

- (c) Pension Plan. Effective September 10, 2010 the Employer agrees to remit to the Union, on behalf of Employees, an amount equal to one point six per cent (1.6%) of Employees' gross wages for the purposes of the Pension Plan.
- (d) Statutory Holiday Pay. Employees who have worked or earned wages for at least fifteen (15) of the thirty (30) calendar days preceding a statutory holiday shall be paid an average day's pay in addition to any other payments, as determined by the formula:

$$\text{amount paid} / \text{days worked}$$

where

"amount paid" is the amount paid or payable to the employee for work that is done during and wages that are earned within the 30 calendar day period preceding the statutory holiday, including vacation pay and pension plan contributions, less any amounts paid or payable for overtime, and

"days worked" is the number of days the employee worked or earned wages within that 30 calendar day period.

"gross wages" is defined as the total of all straight time and overtime earnings, including time paid for turnaround, meal breaks, and meal penalties.

6.06 Dues

Union dues shall be deducted by the Employer at source and remitted to the Union.

6.07 Performing Duties in a Higher Classification

If, at the direction of the Employer, an Employee works in a classification higher than the classification under which the Employee is called for work, the higher rate shall prevail for all time worked at the higher classification, with a minimum of four (4) hours at the higher rate.

Article Seven: Meal Periods and Breaks

7.01 Meal Period Schedule and Duration

There shall be meal periods provided for all Employees working in excess of five (5) hours on a work day for an event.

Each meal period shall be one-half hour or one hour in length, at the Employer's discretion.

A meal period shall be taken approximately every four (4) hours and at least once every five (5) hours, in accordance with Employment Standards Legislation.

Meal periods shall be scheduled by the Employer or Employer's designate.

7.02 Meal Period Pay

A one-half hour meal period shall be paid at the prevailing hourly rate. A meal shall be provided by the Employer for every one-half hour meal period.

A one-hour meal period is unpaid. The Employer is not obligated to provide a meal for a one-hour meal period.

7.03 Guarantee After Meal Period

An Employee shall have a minimum of one hour of work after a one hour meal period.

7.04 Breaks

Fifteen (15) minute paid breaks may be scheduled at reasonable intervals, at the discretion of the client.

Breaks shall be scheduled by the Employer or Employer's designate.

7.05 Penalty for Work on Meal Period

If, on request by the Employer or Employer's designate, a meal period is not taken by an Employee, the Employee shall receive a penalty payment in addition to their normal earnings for working through the meal period.

The penalty payment shall be an additional one-half (1/2) hour of wages, at the prevailing rate, for every one-half (1/2) hour or portion thereof worked past the five (5) hours since the previous meal period or start of shift, until a meal break is taken.

7.06 Break in Lieu of Meal Period

If an Employee works an entire show call and will work the load-out, a fifteen (15) minute paid break, taken between the show call and the load-out, may be substituted for a meal period. The break shall be treated as a meal period for the purposes of computing meal penalties.

Article Eight: Turnaround for an Event

It is the intent of the parties here to allow an Employee a minimum of eight (8) hours free from work between the time an Employee ends his or her work with the Employer and the time he or she begins working for the Employer again on an Event.

In the event the Employer requests an Employee to return to work before the Employee has had eight (8) hours free from work, the Employer shall pay the Employee a minimum of one-and-a-half times (1.5x) the hourly rate for all hours encroached.

Turnaround is not applicable between load-in and load-out of an Event.



Article Nine: Consultative Committee

On the written request of either party, the parties must meet at least once every year until this agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any Employee bound by this agreement.

Article Ten: Payment of Wages, Benefits, and Dues

10.01 Payroll Period

The payroll period shall be two weeks in length.

For the purposes of uniformity, the payroll period shall be from 12:01 a.m. on Monday of the first work week to 12 midnight on Sunday of the second work week, except if work beginning on the second Sunday runs past 12 midnight, work time after 12 midnight shall be credited to the second Sunday.

All times shall be computed in one-half (1/2) hour increments. The Employer shall not make deductions from any such wages unless authorized by statute, court order, arbitration award, or this Agreement.

10.02 Payment of Wages and Benefits to Employees

All wage payments shall be made by cheque or direct deposit to the Employee's bank account.

Employee payment shall be ready no later than noon on the second Monday following the end of the payroll period. If a Statutory Holiday falls on a regular payday, payment will be ready on the preceding business day.

If wages are paid by cheque, the Employer or Employer's designate shall ensure the pay cheques will be available for pick-up at a designated location by the date and time specified, unless alternate arrangements are agreed upon between the Employer and Employee. Alternate arrangements include, but are not limited to, mailing the pay cheques.

10.03 Time Reports

Employees will receive a time report with each wage payment.

The Employer will include in the time report the following: Employee's name and address; job classification; pay period ending date; dates worked; hours worked; wage and overtime rates; itemization and identification of all allowances, penalties, premiums, and benefits paid; itemization and identification of all dues and deductions made; gross and net amounts of the Employee's payment for the pay period; and year to date totals for gross wages, net wages, dues, deductions, allowances, penalties, premiums, and benefits.

A copy of the Employees' time report and time sheet will be forwarded to the Union, accompanied by all applicable Employer Contributions and Dues, on a bi-weekly basis.

10.04 Use of Payroll Company

In the event the Employer uses a payroll company or other outside person(s) or entity (herein referred to collectively as the "Payroll Service") to handle or facilitate the payment of wages or benefits to or on behalf of an Employee or Employees, the Employer agrees and acknowledges that it is and remains the Employer of such Employee(s) for the purposes of all of the provisions of this Agreement, and that the Employer remains liable and responsible for compliance with such provisions.

10.05 Corrections

Any corrections or errors to an individual's pay shall be made by the Employer the week following verification of the error.

10.06 Union Access to Employer Records

Upon written request, the Employer will provide specific payroll records.

Article Eleven: Minimum Call, Cancellations, and Altered Call Times

11.01 Minimum Work Call

The Employee's minimum work call per event shall be four (4) hours, paid at the prevailing rate.

Employees who are not accepted by the Employer upon arrival at the call, for just and reasonable cause, shall not be guaranteed the minimum work call.

11.02 Cancellation of Call / Notification of altered call time

The Employer may cancel an Employee's call up to twenty-four (24) hours before the starting time of the call without having to pay the Employee's minimum work call.

The Employer may notify the Employee of an altered call time up to twenty-four (24) hours before the original starting time without having to pay the Employee for time worked starting at the original call time.

A call to the Employee's primary contact phone number notifying the Employee of the cancellation or alteration shall be deemed sufficient notification of the cancellation or alteration. In the case of an Employee who does not have voice mail, an e-mail to said Employee shall suffice.

Article Twelve: Job Steward

A Job Steward, selected from the work force scheduled to fill a call, may be appointed by the Union on any call.

The Job Steward shall ensure that the provisions to this agreement are adhered to. The Job Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement. The Employer shall recognize the Job Steward as the representative of the



Employees, and hereby recognizes that the power to appoint or eliminate the Job Steward position is solely vested with the Union.

The Employer shall not discriminate against a Job Steward for fulfilling his or her duty of Union representation.

With the exception of a legitimate safety concern, it is understood and agreed that in the performance of the Job Steward's responsibilities, the business and operations of the Employer shall not be impaired, disrupted or restricted. Whenever possible, the work and the business shall continue.

Article Thirteen: Safety

The Employer and the Union shall work together to insure that all applicable safety rules as set forth by the *BC Safety Authority, Workers Compensation Act, Canadian Electric Code and related regulations* are followed. Employees shall be expected to follow the safety rules issued by the Employer. The Employer shall provide a copy of its rules to each Employee and the Union.

Employees will not be required to work under conditions that are in violation of the Work Safe standards set by the Workers Compensation Board.

Article Fourteen: Discipline

The Employer must not dismiss or discipline an Employee bound by this agreement except for just and reasonable cause.

An Employee shall have the right to request the presence of a Job Steward at any disciplinary interview with the Employer.

In the event that disciplinary action arises, the Employee shall be notified of his right to request the presence of a Job Steward.

The Union will be notified, in writing, of all disciplinary action taken.

Article Fifteen: Grievances and Arbitration Procedure

15.01 Grievance Procedure

STEP 1: The complaining party shall, not later than ten (10) business days from the date the grievance or dispute occurred or comes to his/her attention, bring the grievance or dispute to the attention of the other party, in writing. Within ten (10) business days of such grievance, the two parties shall meet to attempt to resolve the matter. Failing resolution, the grievance shall be reduced to writing, with copies to the Union and Employer, and advanced to Step 2.

STEP 2: Within fifteen (15) business days of filing of a written grievance, the Senior Steward or other representative of the Union and a designated representative of the Employer shall meet to attempt to resolve the grievance. Within three (3) business days of the meeting, a written answer to the grievance shall be provided, setting forth in full, the answering party's position. If the matter has not been satisfactorily resolved, the grievance shall advance to Step 3.

STEP 3: Within fifteen (15) business days of receipt of the Step 2 answer, the Senior Steward or other representative of the Union and the operations manager of the Employer, or his designate, shall meet to attempt to resolve the grievance. Within ten (10) business days of such a meeting, should the matter not be satisfactorily resolved the Union and the Employer may refer the difference for arbitration. When such a referral is made, the parties will agree on a single arbitrator.

The Parties understand and agree that these time limits are mandatory and not merely permissive and failure to adhere strictly to them shall be deemed an abandonment of the grievance.

The aggrieved party shall then promptly notify the selected arbitrator and obtain a date and place for the arbitration. The arbitrator's decision shall be final and binding.

15.02 Arbitration Procedure

If a difference arises between the parties relating to the dismissal or discipline of an Employee, or to the interpretation, application, operation or alleged violation of this agreement, including a question as to whether a matter is arbitrable, either of the parties, without stoppage of work, may, after exhausting the grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference to arbitration, and the parties must agree on a single arbitrator, the arbitrator must hear and determine the difference and issue a decision, which is final and binding on the parties and any person affected by it.

The procedure to be followed in arbitration shall be determined by the arbitrator, unless otherwise agreed upon by the parties with one (1) work day preceding the arbitration hearing. The arbitrator shall submit his decision in writing, and his decision shall be final and binding. The compensation and necessary expenses of the arbitrator shall be borne equally by the parties.

The arbitrator shall not make any award or decision contrary to the conditions or articles of this Agreement. The arbitrator shall not add to, delete, or amend this agreement.

The arbitrator is authorized to make his decision retroactive to the date of the specific grievance being addressed if, in his judgement, the circumstances justify such an award. Any dispute as to the interpretation or construction to be placed upon the arbitrator's award shall be promptly submitted to the arbitrator who made the award, who may construe or interpret the award so far as necessary to clarify the same, but without changing the substance thereof, and such interpretation shall be binding on all the parties.

15.03 Time Limit Extension

The time limits prescribed in any section in this Article may be extended by mutual consent, in writing, by the parties.



Article Sixteen: Strikes and Lockouts

The Employer agrees that there will be no lock-out during the life of the contract.

The Union agrees that during the life of this Agreement, there will be no strike, work stoppage or disruptive activity by the Union. It shall not be a violation of this Agreement and it shall not be cause of dismissal or disciplinary action in the event an Employee refuses to cross any legal picket line related to a labour dispute, including such a picket line at the Employer's place of business.

Article Seventeen: Non-Discrimination

The Employer and the Union subscribe to the principles of the Human Rights Act of British Columbia.

The Union and the Employer agree there shall be no discrimination against any individual on the basis of race, colour, religion, sex, sexual orientation, physical or mental disability, age, marital status, ancestry, place of origin or criminal conviction unrelated to employment.

The Employer shall not discriminate against any Employees for membership or activity in the Union, for serving on any union committee, or holding union office. The Employer shall not discriminate against any Employee for refusing to cross any legal picket.

Whenever the masculine gender is used in this Agreement, it is for convenience only and includes females as well as males.

Article Eighteen: Management Rights and Responsibilities

Except to the extent expressly abridged by a specific provision of this Agreement the Employer reserves and retains, solely and exclusively, the right to manage the business. Such right includes the right to plan, direct, expand, control, reduce, or terminate operations, to establish and maintain job requirements and standards of production and inspection, to hire, assign, transfer, promote, suspend, or discharge Employees for just cause, to relieve Employees from duty for lack of work or for other legitimate reasons, to discontinue processes or operations, or to discontinue their performances by Employees of the Employer.

To introduce any new or improved methods or facilities, and make such reasonable rules and regulations not in conflict with this Agreement as may be necessary or desirable for the operation of the Employer and to apply them in a reasonable fashion; provided, that the exercise of any such rights shall not have the purpose or effect of discriminating against the Union or the Employees employed under this Agreement.

Article Nineteen: Assignment of Wages

The Employer will honour an Employee's written assignment of wages to the Union.

Article Twenty: Visitation of Worksites

A representative of the Union shall be permitted to visit the worksites of the Employer at all reasonable times during working hours, given consideration to access restrictions at the worksite, to consult with the Job Stewards or other bargaining unit Employees for the purpose of carrying out the terms and conditions of this Agreement, or to ascertain if the terms hereof are being complied with.

Article Twenty-One: Employee Indemnification

21.01 Employee Indemnification

The Employer will defend, indemnify, and save harmless any Employee for liability incurred during the effective dates of the Agreement and in the course of performance of the Employee's assigned duties and performed within the scope of his or her employment for the Employer that resulted in bodily injury, property damage suffered by non-Employees subject to the following conditions:

(a) This shall not apply in any instance in which such injury, loss or damage is the result of or caused, in whole or in part, by the gross negligence or willful misconduct of the Employee.

(b) The Employee shall cooperate fully in the defense of the claim or action, including, but not limited to, providing notice to the Employer immediately upon becoming aware of any claim or litigation, attending of hearings and trials, securing and giving evidence and obtaining the attendance of witnesses.

21.02 Employer's Duty to Provide Legal Representation for Field Safety Representatives

The Employer agrees to provide legal representation of its choice to Employees in proceedings before the *British Columbia Safety Authority* for reported incidents or alleged non-compliance with the *Safety Standards Act*, the *Safety Standards General Regulation* and the *Electrical Safety Regulation* arising out of Employee's duties as Field Safety Representatives.

The Employee shall cooperate fully with the Employer in the defence of those proceedings including, but not limited to, providing notice to the Employer immediately upon becoming aware of any reported incident or any alleged non-compliance.

The Employer is not required to continue legal representation if a determination is made by the Employer in good faith that the Employee has engaged in wilful misconduct or gross negligence.

21.03 Definition of Gross Negligence

For the purposes of this article, gross negligence is defined as circumstances when it must be plain the magnitude of the risks involved are such that if more than ordinary care is not taken, a mishap is likely to occur in which loss of life, serious injury or grave damage is almost inevitable.

Handwritten signature and initials in blue ink, located on the right side of the page. The signature is at the top, followed by the initials 'PK' and 'PL' below it.

21.04 Duration of Protection

The protection provided to the Employee under this article is also personal to the Employee and may be enforced by any Employee in any appropriate court or statutory forum. The protection provided to the Employee in this article does not expire with the expiration of this Agreement, but will continue with regard to any claim made against an Employee after the expiration of this Agreement for liability that was incurred in the course of performance of the Employee's assigned duties performed within the scope of his or her employment for the Employer.

21.05 Indemnification

It is expressly understood and agreed that the Employer shall have no recourse of any kind against the Union in respect to training or the issuance of a certificate of training to any Employee under the provisions of any Federal, Provincial, Territorial or Municipal regulating agency.

Article Twenty-Two: Unlawful Provisions

In the event of a determination by the properly constituted authority that any portion or portions of this Agreement is unlawful, the remaining portions shall remain in full force and effect, and the portion or portions determined unlawful shall become null and void. The parties hereto agree to renegotiate such portion or portions for the purpose of making them conform, so long as they remain legally effective.

Article Twenty-Three: Terms of Agreement

This Agreement shall be in effect from September 10, 2010 and continue for two years until it expires twenty-four (24) months later on September 9, 2012.

Unless written notice is given by either party to the other at least sixty (60) days and not more than ninety (90) days prior to the date of termination of a desire for change therein or to terminate and negotiate a new Agreement, this Agreement shall continue in effect for one additional year and from year to year thereafter. In the same manner, this Agreement, with any amendments thereof, shall remain in effect from year to year thereafter subject to termination or modification at the expiration of such contract year upon notice in writing given by either party to the other at least sixty (60) days and not more than ninety (90) days prior to the expiration of such contract year.

The operation of subsection 2 of Section 50 of the *Labour Relations Code of British Columbia* (or any succeeding Acts) is specifically excluded from this Agreement.

THE PARTIES, by their representative's signatures below, hereby execute this entire Agreement, the 15th day of December, 2010.

For the Employer


(Print name and title)


Signature

Dec 3/2010
Date


David James
(Print name and title)


Signature

10 dec 2010
Date

For IATSE Local 891

Ken W. Anderson
(Print name and title)


Signature

Dec 1/2010
Date

PAUL KLASSEN, BUSINESS REPRESENTATIVE
(Print name and title)


Signature

Dec 1, 2010
Date

Appendix A: Benefits Plan

Extended Benefits Plan

On-Site Staff - After a one-year probationary period, employees will be eligible to apply for the company benefits plan should they meet the minimum requirements. Details in section below under eligibility.

Information about the Nasco benefits plan is detailed below.

The Nasco benefits plan covers employees for such items as

1. Dentist visits,
2. Extended health,
3. Life insurance,
4. Accidental death and dismemberment,
5. Long term disability.
6. Critical illness

More detailed information can be obtained from the Payroll and Benefits Administrator.

Eligibility:

1. Employees are eligible for benefits coverage after one year of service with Nasco.
2. An employee can add a common-law partner to the plan if they have been living together for 12 months or longer. Nasco does not cover this extra cost. The employee pays 100% of the spouse's and other dependant's portion(s). Common-law partners, spouses and dependants will only be covered for Dental and Extended Health Benefits.
3. Employees must work:
 - a) A minimum average of 20 hours per week to be eligible for basic Plan C.
 - b) A minimum average of 30 hours per week to be eligible for Plan B. Plan B includes a Long Term Disability component. Long Term Disability premiums are a cost paid directly by the employee.

Once on the plan, employees must continue to work the average hours required based on their plan.

4. As an added benefit, Nasco will contribute a portion of the benefits cost of each employee based on his or her prior year annual earnings. The approximate cost of the benefits package is \$215.00 per month without LTD for employees with dependants and \$84.00 per month without LTD for employees without dependants. LTD is not included as it is a benefit that must be paid %100 by employees to ensure that it is not taxable at the time of claim.

| Employee Prior Year Earnings | % covered by Employer | % to be paid by Employee |
|------------------------------|-----------------------|--------------------------|
| 0-9,999.99 | %0 | %100 |
| 10,000-19,999.99 | %25 | %75 |
| 20,000-24,999.99 | %50 | %50 |
| 25,000-29,999.99 | %75 | %25 |
| >30,000 | %100 | %0 |
| | | |

5. Anyone who earns less than \$10,000.00 per year with Nasco must pay for their entire year of benefits dues in advance.

6. Employee earnings will be reviewed every January to see if any necessary adjustments need to be made. Employees will receive an overview notice of their plan premiums for the current year in January including any outstanding amounts from the prior year.
- a) Employee's premiums will be deducted from every pay cheque based on several factors such as employer contribution, single or family coverage, LTD, etc.
 - b) Nasco will not cover the balance if the employee does not keep payments current. Failure to maintain balances will result in Nasco cancelling the employee's plan for balances that are overdue.
 - c) The Life Insurance portion of the benefits premium is a taxable benefit because it is paid by Nasco; therefore, it will show up as income on the cheque stub. However it is not actual monies earned and has no cash implication therefore it also shows up as a negative number. The yearly total of this amount will show up on your T4 in Box 40. For more information go to www.cra.gc.ca Employers' Guide Taxable Benefits Pages 15-16 Group term life insurance policies – Employer-paid premiums.

Plan Details

Extended Health Care:

Deductible \$25 individual, \$25 family per calendar year

80% reimbursement for paramedical, vision, medical services & supplies, drugs

Drug Maximum is \$1,500 per calendar year

Professional Services – \$300 per calendar year per person per professional service i.e Chiropractor, Osteopath, podiatrist/chiropract, massage therapist, Naturopath, speech therapist, Physiotherapist, Psychologist.

Vision care – one eye exam per 12 months.

100% reimbursement for Hospital and Out of Canada Emergency medical Treatment

50% reimbursement for referrals outside of Canada for Medical Treatment Available in Canada

Termination age 70

Dental:

0 Deductible

80% reimbursement for Basic Services

50% reimbursement for Major Dental Services

Combined maximum of \$1,500 per calendar year per person

Life Insurance:

\$25,000 benefit

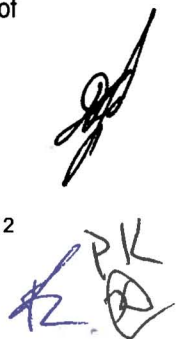
Benefit amount reduces by %50 at age 65 and terminates at age 70 or retirement, whichever is earlier.

Accidental Death and Dismemberment (AD&D):

\$25,000.00 benefit

Payable upon accidental death or a portion of the full amount is payable for accidental dismemberment or loss of sight.

Benefit amount reduces by %50 at age 65 and terminates at age 70 or retirement, whichever is earlier.

Handwritten signature and initials in blue ink, including the letters 'PK' and a circled '20'.

Long Term Disability: (Plan B Only)

66.7% of first \$2,500 of monthly earnings, plus 50% of any excess amount to a max of \$6,000

Non Medical Evidence Maximum is \$3,300

Maximum benefit period to age 65

If you have additional concerns regarding benefit coverage please consult the Manulife Financial Benefit Booklet.

Critical Illness: (Plan B Only)

\$25,000.00 benefit

Payable upon diagnosis by a specialist with a covered condition while coverage is in force and employee survives for thirty days following the date of diagnosis.

Covered Conditions:

- Alzheimer's Disease Loss of Independent Existence
- Aortic Surgery Loss of Limbs
- Aplastic Anemia Loss of Speech
- Bacterial Meningitis Major Organ Failure on Waiting List
- Benign Brain Tumour Major Organ Transplant
- Blindness Motor Neuron Disease
- Cancer (Life-Threatening) Multiple Sclerosis
- Coma Occupational HIV
- Coronary Artery Bypass Surgery Paralysis
- Deafness Parkinson's Disease
- Heart Attack Severe Burns
- Heart Valve Replacement Stroke
- Kidney Failure