

# **COLLECTIVE AGREEMENT**

**Between**

**Point Blank Creative Inc.**

**And**

**United Food and Commercial Workers, Local 1518**

DURATION: February 1, 2023 – January 31, 2026

Ratified: February 1, 2023



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**MEMORANDUM OF AGREEMENT made this 1st day of February, 2023.**

**BETWEEN:** **POINT BLANK CREATIVE INC.** whose principal place of business is located at **Vancouver**, Province of British Columbia

(herein after referred to as the "EMPLOYER")

**AND:** **UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518**, Chartered by the United Food and Commercial Workers International Union

(herein after referred to as the "UNION")

**WHEREAS:** The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the employees covered by the terms of this Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them;

**NOW THEREFORE:** The Employer and the Union mutually agree as follows:

**SECTION 1 – Bargaining Agency**

**1.01 Purpose of agreement:** It is the intent and purpose of this Agreement to promote cooperation between the employer, its employees and the union; to promote the successful and sustainable management of the business; to provide processes for prompt and equitable disposition of grievances; and to establish and maintain satisfactory working conditions for all employees who are subject to the provisions of this Collective Bargaining Agreement.

The parties hereto shall cooperate and assist each other in every legitimate way to conduct their respective business in an efficient and harmonious manner.

**SECTION 2 – Union Shop**

**2.01** Employees within the scope of the bargaining unit, as defined in Section 4, as a condition of employment, will be required to join the Union.

**2.02** The Employer agrees to provide the Union, once a quarter, with a list containing names of all bargaining unit members, including anyone who has been hired or whose employment has been terminated during the preceding three (3) months. The list will be provided, in writing, and will include the name, address, primary phone number, and personal email address of each employee in the bargaining unit along with the employee's date of hire and date of termination, if applicable. The list will be provided in order of seniority and contain the employees applicable wage rate.

**2.03** The Employer will require new employees to sign a dues check-off form and Union membership application.

**SECTION 3 – Deduction of Union Dues**

**3.01** The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, Union dues, fines and

assessments as are authorized by regular and proper vote of the membership of the Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the names of the employees from whom the deductions were made, their social insurance numbers, the amount of each deduction, and the calendar period to which each deduction applies. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

The union must advise the Employer in writing of any amount to be deducted for each employee a minimum of (thirty) 30 days in advance.

## **SECTION 4 – Scope**

- 4.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit. The bargaining unit includes all full-time, permanent employees and all full-time employees on term contracts of greater than 6 months, save and except:
- a)** Persons who perform the functions of a manager, including hiring, discharging or disciplining employees as a part of their job duties.
  - b)** Persons employed in a confidential capacity, including responsibilities relating to labour and employee relations or human resources as part of their job duties.
  - c)** Any other persons excluded under Labour Relations legislation in the jurisdiction in which they are governed.
- 4.02** The Union and the Employer agree to meet in good faith to discuss any additional third-party services that will result in a reduction of normal hours of work for existing bargaining unit members prior to those services being put in place.
- 4.03** For the purposes of the employment standards legislation, labour legislation, human rights legislation, health and safety legislation, or any other act or legislation referenced in the Collective Agreement will be in respect to employees working in that province.
- 4.04** The parties agree that the provisions in this agreement constitute a greater right or benefit than the minimum standards of applicable legislation in each province that employees work out of. Should either party allege that any provision of this agreement be in conflict or contradiction with any governing legislation, the parties agree to meet within 30 days to review and discuss a reasonable amendment. The parties agree to work collaboratively, and any amendment will require mutual written agreement of the parties.
- 4.05** If the Employer creates a new position it believes should be excluded from the bargaining unit, the following process shall be followed;
- a)** The Employer shall provide to the Union a copy of the job description.
  - b)** The Employer shall provide to the Union a letter detailing the reason why the job should be excluded.
  - c)** The Union will review the information and communicate to the Employer their agreement or disagreement of the matter.

- d) Where the parties are unable to reach an agreement on the matter, and the LRB does not have jurisdiction, either party may forward the matter by written submission to a mutually agreed arbitrator for determination.

## **SECTION 5 – Probationary Period**

- 5.01 All new employees hired after the date of ratification shall be on probation until they have completed 4 consecutive months of full-time employment.

The probationary period may be extended by mutual agreement between the Employer and the Union. The Union will not unreasonably withhold mutual agreement. If the Union fails to provide a written objection to an extension within 10 working days of receiving the notice of extension from the employer, it will be considered agreed to.

Termination of a probationary Employee shall be a test of the employee's suitability for continued employment in the position in which they are employed, provided that the factors involved in determining such suitability could reasonably be expected to affect work performance.

## **SECTION 6 – Hours of Work, Work Schedule, and Breaks**

- 6.01 **Standard work hours:** The standard work week for a full-time employee shall be 40 hours per week from Monday to Friday, and consisting of 5 x 8-hour days, inclusive of a paid 30min break.
- 6.02 **Breaks:** Employees who work a standard 8-hour workday are entitled to a 30-minute paid break, which they are encouraged to schedule as close to the midpoint of their workday as possible.

Employees who work between 3 and 5 hours in a day are entitled to a 15-minute paid break, which they are encouraged to schedule as close to the midpoint of their work day as possible.

Employees are responsible for scheduling their own breaks, and for declining non-urgent meeting requests that conflict with them or electing to reschedule their break for another time that day. Employees with urgent tasks that preclude taking their break are expected to flag that with their supervisor and seek direction on whether to work through their break or not so the supervisor is afforded the opportunity to reassign the work.

When the employee is expressly required by their supervisor to work through their day without their break, then that time will be added to their regular workday hours at the applicable rate. Employees must track and submit any additional hours in accordance with Company Policy.

- 6.03 **Regular work schedule:** Employees may set their own regular work schedule in accordance with Company policy. Their regular work schedule must be approved by their Manager. Requests to work non-standard hours will not be unreasonably denied.
- 6.04 **Time off requests:** Requests for time off must be made in writing or electronically and approved by the employee's Manager or the Resourcing Director.

Requests are considered on a first come first serve basis and in accordance with the needs of the business. Time off requests will not be unreasonably denied.

- 6.05 Work travel:** Time spent commuting to and from a regular worksite is not work time and is unpaid. When required and approved by their Manager, time spent travelling from one job site to another during their workday, other than between regular worksites, is work time and is paid.

When employees are required to travel for work to a site other than a regular worksite, time spent commuting to or from the airport, train station, and/or other travel depot, or job site is paid.

Regular worksites include an employee's regional office and any remote locations they elect to work from.

## **SECTION 7 – Statutory Holidays**

- 7.01 Statutory Holidays:** The Employer agrees to provide all employees with the following Statutory Holidays, without loss of pay: To qualify for a statutory holiday an employee must be employed for 30 days and have worked or earned wages on 15 of the 30 days before the statutory holiday.

The following days shall be considered statutory holidays:

New Year's Day  
Family Day  
Good Friday  
Victory Day  
Canada Day  
B.C. Day  
Labour Day  
Truth and Reconciliation Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

and any other day proclaimed as a statutory holiday by the Provincial Government.-

- 7.02 Significant cultural or faith days:** Employees may request to swap a recognized statutory holiday for a day significant to their faith or culture at any time. Swapping of a statutory holiday for significant cultural or faith observances will not be unreasonably denied.

The Employer guarantees time off to participate in significant faith or cultural observances if the request is made at least 3 months in advance. Employees may look up dates of significant cultural or faith days and submit requests during paid time.

## **SECTION 8 – Overtime and Overtime Pay**

- 8.01 Pre-approval of overtime:** All overtime must be pre-approved by the employee's Manager or the Resource Director except where an urgent request is communicated directly to an employee by a client, and that request must be actioned outside of the

employee's regular work hours. Employees will be provided a means for tracking and submitting overtime hours, and must track and submit hours in accordance with Company policy.

- 8.02** Hours worked in excess of 8 hours in a day or 40 hours in a week shall be paid or banked as lieu time at the rate of 1½ the regular rate.
- 8.03** Hours worked in excess of 12 hours in a day shall be paid or banked as lieu time at the rate of 2 times the regular rate.
- 8.04** **Weekly overtime:** An employee who works more than 40 hours in a week must be paid 1½ times their regular rate of pay for the excess hours. This applies even if an employee never works more than 8 hours in a day. If an employee does work more than 8 hours in a day, only the first 8 hours worked each day are used to calculate total hours for weekly overtime, unless required by applicable employment standards legislation.
- 8.05** **After hours events & activities:** Participation in mandatory work events and activities outside of the employee's regular work hours is considered work time and is paid. All such mandatory after hours work requires express approval from the employee's Manager in alignment with Company policy. Travel to and from mandatory work events and activities are considered work time and are paid time. Travel costs must be pre-approved. Travel expenses must be incurred in accordance with Company policy. Participation in optional work events and activities outside an employee's regular work hours is not considered work time and is unpaid. Travel to and from optional work events and activities is not work time and is unpaid. The Employer may cover some or all of the costs associated with optional work events and activities outside an employee's regular work hours at their discretion. Any such costs must be approved in advance by the employee's Manager.
- 8.06** **Time banking:** It is standard practice to bank time worked in excess of an employee's regular work hours at the applicable rate. An employee may elect to have overtime paid out instead. Banked time must be used within 3 months of the time having been banked unless a lengthier time period is approved by the Company in advance. If banked time is not used within the prescribed period it shall be paid out to the employee.

## **SECTION 9 – Leaves of Absence**

- 9.01** **General leave provision:** Employees are entitled to all job protected leaves as provided by employment standards legislation, as amended from time-to-time.

Employees are expected to give their Manager as much notice as possible and provide sufficient information to understand the reason for the leave request.

Any paid leaves provided for in this section are inclusive of an employee's entitlements under applicable employment standards legislation.

The Employer will consider requests for unpaid leaves beyond these entitlements on a case-by-case basis.

- 9.02** **Health Leave:** An employee is entitled to 5 days of paid health leave per calendar year. A further 5 days are accrued through service. Unused days are not carried forward to subsequent years or cashed out at the end of the year.

Upon successful completion of the probationary period, an employee who qualifies for the EI Sickness Benefit is entitled to a top up to 75% of their base salary for up to 15 weeks while they are in receipt of the EI Sickness Benefit. A doctors' note and proof of receipt of the EI Sickness Benefit is required. The Employer will reimburse the employee for any fees paid to obtain the doctor's note. This benefit is non-repayable if the employee is unable to return to work following the leave.

**9.03 Pregnancy Leave:** Upon successful completion of the probationary period, an employee who qualifies for the EI Maternity Benefit is entitled to a top up to 75% of their base salary for up to 15 weeks while they are in receipt of the EI Maternity Benefit. A doctor's note is not required. This benefit is non-repayable if the employee does not return to work following the leave.

**9.04 Parental Leave:** An employee who has accrued 1 year of service and takes parental leave is entitled to a top up to 75% of their base salary for a period of up to 8 weeks. An employee who has accrued 2 years of service is entitled to the top up for a period of up to 12 weeks. An employee who has accrued 3 years of service is entitled to the top up for a period of up to 16 weeks.

Where an employee elects to take the EI Extended Parental Benefit or does not receive the EI Parental Benefit, the employee will receive a top up equal to the amount they would have received had they elected the EI Standard Parental Benefit.

A doctor's note is not required. This top up benefit is repayable on a prorated basis if the employee does not complete 1 year of service following their leave.

**Early return incentive:** After 1 year of service, an employee who takes pregnancy and/or parental leave is entitled to an early return to work bonus in accordance with the following schedule:

**Full Time Return**

Pregnancy + Parental Leave	Parental Leave	Bonus
Return by 32 weeks	Return by 16 weeks	\$5,000
Return by 36 weeks	Return by 21 weeks	\$3,750
Return by 41 weeks	Return by 26 weeks	\$2,500

**Part-Time Return (24 hours / week)**

Pregnancy + Parental Leave	Parental Leave	Bonus
Return by 32 weeks	Return by 16 weeks	\$2,500
Return by 36 weeks	Return by 21 weeks	\$1,875
Return by 41 weeks	Return by 26 weeks	\$1,250

Any early return incentive received is repayable on a prorated basis if the employee does not complete 1 year of service following their leave.

**9.05 Family Responsibility Leave:** An employee is entitled to up to 3 days of paid leave and up to 2 additional days of unpaid leave per year for the urgent and unforeseen need to care for a child in their care or an immediate family member. Unused days are not carried forward to subsequent years.

**9.06 Compassionate Care Leave:** An employee is entitled to up to 27 weeks of unpaid leave to provide care or support to a family member who has a serious medical condition with a significant risk of death within 26 weeks. The person must require the care or support of at least 1 caregiver and their condition must be certified by a medical doctor or nurse practitioner. An employee who qualifies for the EI Compassionate Care Benefit is entitled to a top up to 75% of their base salary for up to 15 weeks while they are in receipt of the EI Compassionate Care Benefit.

If an employee takes a leave under this section and the family member does not pass away within 26 weeks, the employee may take a further leave after obtaining a new certificate.

Paid vacation time that the employee has accrued may be used in place of unpaid leave if requested by the employee.

**9.07 Domestic or Sexual Violence Leave:** If an employee, their dependant child, or an adult in their care experiences domestic or sexual violence, the employee is entitled to up to 5 days of paid leave, up to 5 days of additional unpaid leave, and up to 15 weeks of additional unpaid leave to seek medical attention, counselling, or other social or psychological services, legal advice, or new housing.

An employee is not entitled to leave under this section if the employee commits the domestic or sexual violence against the dependant child or adult in their care.

Employees can take intermittent hours, partial or full days. The leave does not have to be taken all at once. The right to leave respecting domestic violence under this Part is available to all eligible employees regardless of how long they have been employed. The leave is a statutory entitlement, not something that may or may not be granted at the discretion of the employer. Employees must request leave from their employer and follow the normal processes for requesting leave. Advance notice is not required. Employers have the right to be satisfied of the entitlement to the leave to better support the employee, as well as to ensure the leave is administered properly. If the employer asks for information to support the leave, the employee must provide it as soon as practicable – it does not have to be right away.

Paid vacation time or Health Leave entitlements that the employee has accrued may be used in place of unpaid leave or to extend this leave if requested by the employee.

**9.08 Bereavement Leave:** In the event of the death of a spouse, child, parent or guardian, sibling, or anyone else who is a dependent of the employee, anyone who is living in the employee's home as a close family member or close chosen family member, or for whom the employee is the executor of their estate, an employee is entitled to up to 5 days of paid leave and up to 15 weeks of additional unpaid leave to grieve, attend a funeral, and take care of issues relating to their death. This includes "step" family members, for example a step-parent or step-child. This also includes common-law spouses, and it includes the children of common-law spouses, as long as they live with the employee as a member of the employee's family.

In the event of the death of a close family member or close chosen family member not listed in the above paragraph, an employee is instead entitled to up to 1 day of paid leave and up to 9 days of unpaid leave to attend a funeral and grieve. Close chosen family members are non-biological relations, whether legally recognized or not, that satisfy the typical role of immediate family members as a support system for members of equity seeking communities who may have little to no contact with their biological family members. Paid vacation time that the employee has accrued may be used in place of unpaid leave or to extend this leave if requested by the employee.

Employees will be granted additional unpaid leave to participate in established cultural or religious practices pertaining to the death if the required leave exceeds the entitlement prescribed in this section.

**9.09 Professional Leave of Absence:** After 3 years of service, an employee is entitled to take a one-time unpaid professional leave of up to 3 months. An employee is entitled to an additional one-time unpaid leave up to 3 months for each additional 3 years of service. Requests will be considered in the same manner as vacation leave requests. For clarity, professional leave shall be defined as any unpaid leave of absence initiated by the employee for the purpose of undertaking further education or training, or to work with a client or other organization that is not a competitor of the Company.

**9.10 Union Leave:** The Employer agrees that employees who are chosen by the Union to attend or participate in projects, conventions, conferences and seminars may be granted a leave. All union leaves may not exceed the following combined maximums in any calendar year:

- a) 1 member for up to 1 week
- b) 3 members for up to 3 days
- c) 3 members for 1 day

For all union leaves, the Union must provide the Employer with at least 4 weeks' notice and the leave must not conflict with major client-project events or milestones assigned to the employee. Shorter notice can be provided and agreed to by mutual agreement on a case-by-case basis.

With 3 months' notice and upon mutual agreement, 1 member may be permitted to take a union leave of up to 6 months.

Employees selected to participate in union negotiations shall be booked off work. All

paid hours, up to 8 hours a day, spent in bargaining shall be treated as hours worked with the Employer. The Employer will adjust the work schedule so overtime does not occur. If the Employer requires bargaining committee member(s) to work overtime, the overtime costs will solely be borne by the Employer.

The Employer will bill the Union and the Union will reimburse the Employer, within 30 days of receipt of the Employer's invoice, for wages and benefits paid to an employee during a Union approved leave of absence.

## **SECTION 10 – Seniority**

**10.01 Seniority:** Seniority shall mean length of continuous employment with the Employer.

For clarification, continuous employment shall include all approved Leaves of Absence from work pursuant to the Collective Agreement, up to a period of 120 working days and the full duration of all statutory leaves under provincial legislation including the Human Rights legislation.

Note: In the case of secondments that are initiated by the employer, the period of 120 days will be extended to the length of the secondment.

**10.02** Seniority, once established for an employee, shall be forfeited under the following conditions:

- Resignation
- Retirement
- Termination of their employment for just cause without reinstatement in accordance with the provisions of this agreement.
- An overstay of a permitted leave of absence or vacation without being provided with prior written approval of an extension by the Company.
- Not having been recalled within the applicable recall period.

**10.03** The Employer agrees to provide an updated seniority list once requested.

## **SECTION 11 – Hiring and Transfers**

**11.01 Postings:** It is understood that vacancies within the scope of the bargaining unit will be shared internally at the same time the position is being advertised to the public. The posting shall list requirements of the position.

Appointment shall be made based on the employer's evaluation of skills, abilities, experience, knowledge, training, and a demonstration of company values of the applicant. All things being equal, the position will be awarded to internal candidates on a preferred basis over external applicants for bargaining unit positions.

Job postings will be made available to all employees.

**11.02 Transferring Departments:** Employees are permitted to transfer departments upon successful application to a vacant position in a different department.

Employees who have successfully completed their probationary period are permitted to apply to vacant positions in all departments, regardless of the location of their current position of employment.

**11.03 Transferring Locations:** The employer retains the right to determine which positions require residence in a particular location. Employees may request to transfer

locations and applications will not be unreasonably denied.

- 11.04** An employee who is approved to transfer departments or locations, at the same or higher level, will suffer no loss in service or qualifications for benefits.

Should there be a significant loss of hours or a temporary layoff to a current employee in the new department due to the transfer within the first 6 months of the transfer, there will be a meeting between management and the Union to discuss the transfer.

## **SECTION 12 – Termination and Layoff/Recall**

- 12.01** The Employer must have just cause to discipline or terminate an employee.

- 12.02** The Employer agrees to give employees (except probationary employees) 3 weeks' notice in writing prior to layoff or pay in lieu of notice, or a combination of notice and pay in lieu of notice. Such notice shall not be required in cases of layoffs due to fire, flood or other cases of force majeure.

- 12.03 Layoff and Recall:** Seniority as defined in Section 10, shall govern in cases of layoffs and recall by role and region provided the employee has the ability to perform the work required.

A layoff will be issued in order of reverse seniority, and employees will be recalled from layoff in order of seniority.

Employees shall retain recall right for:

- 6 months for employees with less than 1 year of service,
- 12 months for employees with more than 1 year of service.

If an employee, when contacted, for proper and sufficient reason is not immediately available to commence work, the next employee on the list can be hired temporarily. If the contacted employee cannot report for work until 3 working days later, the employee shall exchange seniority with the next employee on the list who is immediately available for employment, until the employee is recalled at which time the employee shall resume their original seniority status.

If the employee does not report in 1 calendar week from the date of recall without proper or sufficient reason, the employee shall be dropped from the seniority list. The employee shall keep the Employer informed of their current address and telephone number.

If the Employer is unable to contact the employee at their last known phone number and/or email address within 5 working days, or if the employee is contacted and refuses the employment without proper and sufficient reason by the end of the 5 day period, the employee will be dropped from the seniority list and their employment will be terminated from the Company.

Employees rehired in accordance with this Section shall retain their previous length of service.

- 12.04** A copy of notice of dismissal or layoff of employees shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

- 12.05 Severance/Termination Pay:** The amount of written notice and/or pay is based on

seniority.

Amount of written notice and/or pay required:

<b>Length of service</b>	<b>Amount required</b>
3 months or less	Minimum requirement under employment standards legislation
More than 3 months	1 week of notice and/or pay in lieu
More than six 6 months	2 weeks notice and/or pay in lieu
More than 1 year	3 weeks of notice and/or pay in lieu
More than 3 years	4 weeks of notice and/ or pay in lieu, plus 1 week of notice and/or pay in lieu after each additional year of service (to a maximum of 26 weeks total notice and/or pay in lieu.

An employee that accepts severance pay will subsequently be terminated from employment with the Employer.

The sale, lease, or transfer of a business does not interrupt an employee's length of continuous service unless the employee has been properly terminated by the seller Employer before the transfer of the business occurs.

## **SECTION 13 – Wage Structure**

**13.01** Employees who commenced employment with the company on or before September 14, 2022 will receive a prorated cost of living adjustment effective September 15, 2022 according to the following schedule:

7%	12 months or greater continuous service on September 14, 2022
5.25%	9 months or greater continuous service on September 14, 2022
3.5%	6 months or greater continuous service on September 14, 2022
1.75%	Less than 6 months continuous service on September 14, 2022

Employees who have received an increase of 7% or greater in the three months preceding September 14, 2022 or anyone hired after September 14, 2022 until the date of ratification will only be eligible for a cost-of-living adjustment of 1.75%. The cost of living adjustment will be determined based on the wage of the employee as of September 14, 2022, and is exclusive of any wage increases after this date.

**13.02** The wage scale for employees will be in accordance with the following schedule effective the date of ratification:

**PAY GRADES & SALARY BANDS**

<b>GRADES</b>	<b>STANDARD BANDS</b>	<b>GROUP A</b>	<b>GROUP B</b>	<b>GROUP C</b>
<b>7</b>	\$86,576 - \$105,815			L4
<b>6B*</b>	\$74,205 - \$90,695 + up to \$10k in target- based incentives			L3 - B
<b>6A</b>	\$78,705 - \$96,195		L4	L3 - A
<b>5</b>	\$68,439 - \$83,648	L4	L3	L2
<b>4</b>	\$59,513-\$72,738	L3	L2	L1
<b>3</b>	\$51,750 - \$63,250	L2	L1	
<b>2</b>	\$45,000 - \$55,000	L1		
<b>1</b>	Higher of local living wage or \$45k	Intern		

*\* 6B is an alternate pay grade for Account Manager & New Partnerships Manager positions, which include up to \$10,000 in target-based incentives per year in addition to a base salary. The midpoint of the 6B pay grade is set \$5,000 below the standard 6A pay grade.*

**Standard Steps**

		<b>ANNUAL SALARY</b>										
<b>STEPS</b> □		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
<b>GRADES</b> □												
+ 10.00%	<b>7</b>	\$86,576	\$88,500	\$90,424	\$92,348	\$94,271	\$96,195	\$98,119	\$100,043	\$101,967	\$103,891	\$105,815
+ 15.00%	<b>6A</b>	\$78,705	\$80,454	\$82,203	\$83,952	\$85,701	\$87,450	\$89,199	\$90,948	\$92,697	\$94,446	\$96,195
-	<b>6B</b>	\$74,205	\$75,854	\$77,503	\$79,152	\$80,801	\$82,450	\$84,099	\$85,748	\$87,397	\$89,046	\$90,695
+ 15.00%	<b>5</b>	\$68,439	\$69,960	\$71,481	\$73,002	\$74,523	\$76,044	\$77,565	\$79,086	\$80,606	\$82,127	\$83,648
+ 15.00%	<b>4</b>	\$59,513	\$60,835	\$62,158	\$63,480	\$64,803	\$66,125	\$67,448	\$68,770	\$70,093	\$71,415	\$72,738
+ 15.00%	<b>3</b>	\$51,750	\$52,900	\$54,050	\$55,200	\$56,350	\$57,500	\$58,650	\$59,800	\$60,950	\$62,100	\$63,250
+ 10.00%	<b>2</b>	\$45,000	\$46,000	\$47,000	\$48,000	\$49,000	\$50,000	\$51,000	\$52,000	\$53,000	\$54,000	\$55,000
	<b>1</b>	Higher of \$45,000 or Living Wage										
<b>PROGRESSION</b>		90%	92.00%	94.00%	96.00%	98.00%	100.00%	102.00%	104.00%	106.00%	108.00%	110.00%

**Hourly Rates**

	<b>HOURLY RATES</b>										
<b>STEPS</b> □	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
<b>GRADES</b> □											
<b>7</b>	\$41.62	\$42.55	\$43.47	\$44.40	\$45.32	\$46.25	\$47.17	\$48.10	\$49.02	\$49.95	\$50.87
<b>6A</b>	\$37.84	\$38.68	\$39.52	\$40.36	\$41.20	\$42.04	\$42.88	\$43.73	\$44.57	\$45.41	\$46.25
<b>6B</b>	\$35.68	\$36.47	\$37.26	\$38.05	\$38.85	\$39.64	\$40.43	\$41.23	\$42.02	\$42.81	\$43.60
<b>5</b>	\$32.90	\$33.63	\$34.37	\$35.10	\$35.83	\$36.56	\$37.29	\$38.02	\$38.75	\$39.48	\$40.22
<b>4</b>	\$28.61	\$29.25	\$29.88	\$30.52	\$31.16	\$31.79	\$32.43	\$33.06	\$33.70	\$34.33	\$34.97
<b>3</b>	\$24.88	\$25.43	\$25.99	\$26.54	\$27.09	\$27.64	\$28.20	\$28.75	\$29.30	\$29.86	\$30.41
<b>2</b>	\$21.63	\$22.12	\$22.60	\$23.08	\$23.56	\$24.04	\$24.52	\$25.00	\$25.48	\$25.96	\$26.44
<b>1</b>	Higher of \$21.63 or Living Wage										

- 13.03 Initial Implementation:** If the initial cost of living adjustment that is applied upon ratification results in a wage that is between two steps in the pay grade for the employee's position, then the employee will be placed in the lower step; however, their wage would not be reduced. At their next step increase, the employee's wage would be aligned to the exact value of their new step. If the initial cost of living adjustment that is applied upon ratification results in a wage that is within \$500 or less of the higher step, then they will be placed in the higher step and their wage will be rounded up to that wage.
- 13.04 Annual step increase:** Employees will receive an increase of one step for each additional year of service from the date of ratification or the first day worked for employees hired after the date of the ratification. Time worked while on a performance improvement plan will be exempt from the service calculation. Further merit-based increases may be provided at the employer's sole discretion.
- 13.05 Inflation protection:** The wage scale will be adjusted on September 15th in the years 2023, 2024, & 2025, by a rate equal to the annual percent increase in the consumer price index (CPI) reported by the Bank of Canada to a maximum of 2%. This increase will be applied to the midpoint of Grade 2 and the remaining grades and steps will be recalculated based on the established progression rates in Section 13.2.
- 13.06 Living wage protection:** All employees who are based in Canada are entitled to be paid at a rate at or above the local living wage for the region they reside in, even if that would be more than the pay prescribed in the wage scale.
- The local living wage will be determined by the most recent living wage for the region published by Living Wage for Families BC, their affiliated living wage advocacy organizations in other provinces, or any other credible, research-based, third party publication. If no such source exists for the jurisdiction in question, the Employer may determine the local living wage to be the same as the local living wage in a comparable region. If no such source exists for any jurisdiction in Canada, this clause will be null and void.
- 13.06 Pay ratio:** The employer will report the pay ratio between the highest and lowest paid employee to the union and all employees annually.

## **SECTION 14 – Vacation**

- 14.01** An employee will accrue 17 paid vacation days per year through service.
- 14.02** Vacation requests will be approved on a first come first serve basis.
- 14.03** Vacation may be taken in single-day or half-day allotments.
- 14.04** Requests to book vacation in a continuous block will not be unreasonably denied.
- 14.05** Employees are encouraged to use their entire vacation entitlement in each calendar year, and must at a minimum use all vacation entitlements set out in applicable employment standards legislation.
- 14.06** Unused paid vacation days can be carried over to the following calendar year to a maximum of 5 days and must be used before March 31 of the following year. After

March 31, any remaining paid vacation days that were carried over will be scheduled in consultation with the employee or paid out if the leave cannot be taken due to business needs.

**14.07 Winter Break:** The company observes an annual winter break closure. The closure will be paid time off for all staff who are not required to work.

Standard Winter Break closure schedule:

December 24, 2022 to January 2, 2023  
(3 paid days off in addition to 2 statutory holidays)

December 23, 2023 to January 1, 2024  
(3 paid days off in addition to 2 statutory holidays)

December 25, 2024 to January 1, 2025  
(3 paid days off in addition to 2 statutory holidays)

December 25, 2025 to January 1, 2026  
(3 paid days off in addition to 2 statutory holidays)

Staff required to work through the Standard Winter Break will observe the Alternate Winter Break. The Alternate Winter Break will be paid time off for staff who are required to work through a Standard Winter Break.

December 31, 2022 to January 8, 2023  
(4 paid days off in addition to 1 statutory holiday)

December 30, 2023 to January 7, 2024  
(4 paid days off in addition to 1 statutory holiday)

December 28, 2024 to January 5, 2025  
(4 paid days off in addition to 1 statutory holiday)

December 27, 2025 to January 4, 2026  
(4 paid days off in addition to 1 statutory holiday)

If the Winter Break is eliminated by the employer, an employee will accrue 20 paid vacation days per year through service.

## **SECTION 15 – Benefits**

**15.01** It is understood that the employer's obligation under this section is restricted to the payment of its portion of the premiums necessary to enrol employees in the plans described. Coverage for an employee is subject to eligibility requirements as described by the insurer under the specific plan. It is understood that any dispute as to entitlement to benefits provided under the contract is between the employee and the insurer.

**15.02** The Employer will provide employees with a group health insurance plan that at minimum provides the following benefits:

	<b>Reimbursement Rate</b>	<b>Calendar year maximum</b>
Prescription drugs	80%	Unlimited
Dental	Accident: 100% Basic & preventative: 80% Major: 50%	Accident: unlimited Basic, preventative & major: Combined maximum of \$1500
Vision	100%	1 exam every 24 months and up to \$200 for glasses, contact lenses and/or laser surgery every 24 months.
Paramedical services	80%	Maximum of \$500 per practitioner type for: chiropractors, physiotherapists, psychologists/social workers/clinical counsellors, dieticians, podiatrists, speech therapists, massage therapists, acupuncturists, naturopaths, and/or osteopaths.
Mental health services	100%	Up to \$500 for additional mental health practitioner services that are not covered through the benefits plan. The Employer funds this benefit directly.

Employees are required to submit supporting documentation in order to receive reimbursement in accordance with insurer and Company policies.

- 15.03** The Employer and the employee will each pay 50% of the premiums for the insured health and dental benefits plan. The Employer will cover 100% of the mental health services fund and reimburse employees for eligible expenses.
- 15.04** The Employer will seek a waiver of the typical waiting period prescribed by the insurer so an employee has access to benefits at the start of their employment.
- 15.05** The Employer and the Union recognize that drug and alcohol abuse can have serious negative impacts on both the Employer and the Employee. The parties mutually agree to cooperate in resolving problems with drug and alcohol abuse with a view towards supporting an employee's recovery when suffering from such abuse.

## **SECTION 16 – Respectful Workplace**

**16.01** The Employer and the Union recognize the rights of employees to work in an environment free from harassment, including sexual harassment, bullying, and discrimination. Where an employee alleges that any form of harassment has occurred on the job, the employee shall file a complaint under the employer's policy. Alternatively, the employee may file a grievance under Section 20. The parties agree that in the case of a grievance, the grievance will be held in abeyance pending the results of any investigation under the Employer's policy.

The parties recognizes that it is the Employer's ultimate responsibility to maintain a workplace free from all forms of harassment and discrimination. The Union and all employees recognize that this is a responsibility that is shared and agree to be proactive in addressing and resolving incidents of all forms of harassment, bullying, and discrimination.

**16.02** All types and forms of discrimination and harassment will not be tolerated. The employer agrees to update the policy annually or as required, in consultation with the union.

**16.03** If faced by any form of harassment, sexual harassment, bullying or discrimination, an employee should report the incident as soon as is reasonably possible and should:

- (a) Where possible, clearly tell the person(s) that they do not welcome such harassment and clearly tell the person(s) to stop.
- (b) Report the specific details of the incident(s) to their immediate manager or to Human Resources, who will investigate the matter and report findings in writing to the employee who raises the complaint.
- (c) During the reporting process the complainant may choose to have a Union Steward present when providing the employer a statement.

**16.04 No Discrimination:** Both the Employer and the Union endorse the principles outlined under the human rights legislation wherein it is unlawful for either the Employer and/or the Union to discriminate in respect to matters such as employment or membership in the Union because of race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or gender expression, age or because that person has been convicted of a criminal or summary conviction offense that is unrelated to the employment or to the intended employment of that person. The Parties agree that this list of protected grounds shall be amended concurrently when there are amendments to the human rights legislation.

**16.05** No employee shall be terminated or discriminated against for any lawful Union activity, or for serving on a Union committee outside of business hours, or for reporting to the Union an alleged violation of any provision of this Agreement.

**16.06** The Employer commits that all employees, including managers, will be provided with training on the Employers Harassment Policy. Training will be developed in consultation with the union and updated from time to time as issues arise. Training will occur within three (3) months of ratification. After that, all new employees shall receive training within 3 weeks of hire and all employees will receive a refresher twice a year.

**16.07** If an employee resigns and alleges that their resignation was the result of having been harassed, deliberately coerced, or intimidated by management, the matter shall be considered under the grievance procedure and, if such allegations are proved to be true, then the employee shall be considered not to have resigned, if that is the remedy sought through the grievance. The employee and the union will be bound by the timelines in the grievance procedure.

## **SECTION 17 – Joint Labour Management**

**17.01** It is agreed that Joint Labour Management (JLM) meetings will be held on a monthly basis, or as otherwise agreed to by the parties.

At least one (1) member of the executive senior leadership team (CEO or department head) along with the appropriate team leads will attend all JLM meetings. Bargaining unit employee representatives may be selected by the Union from each department. Equal worker representatives may be in attendance to the employer's attendance.

The purpose of these meetings is to promote a harmonious relationship between management and employees, and the expectation is for a good faith discussion related to issues in the workplace

## **SECTION 18 – Health and Safety**

**18.01** The Employer and Union agrees to maintain a Joint Health and Safety Committee. The Committee shall function in accordance with the Health and Safety Regulations.

A member(s) of the bargaining unit shall be elected by Bargaining Unit members. or, pending a lack of volunteers, shall be appointed by the Union to the Health and Safety Committee.

Meetings will be held monthly or as agreed to by the parties, in accordance with health & safety legislation.

**18.02** The Employer, the Union and each employee have a shared responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees.

This will include but is not limited to the Employer providing the Union with the details of the Employer's Health & Safety Program. The Union will be provided with applicable incident reports and recommendations flowing from any incident upon request.

All safety clothing and protective equipment required by the Employer or by WCB shall be provided for and maintained by the Employer.

## **SECTION 19 – Union Stewards and Representatives**

**19.01 Site Visits of Union Representatives:** Duly authorized Representatives of the Union shall be authorized to visit the employer's offices for the purpose of observing working conditions, interviewing members, and to ensure that the terms of the Collective Agreement are being implemented. Union Representatives will notify the employer at least 2 days prior to attending the site. In the case of emergency, the Union Representative will inform management of the unscheduled site visit.

The interview of a bargaining unit member by a Union Representative, while on duty, is not to exceed fifteen (15) minutes in duration. Interviews may exceed fifteen (15) minutes at the discretion of the Employer. The Union Representatives will meet with the members on their breaks where possible and in a way to not interrupt productivity.

Union Representatives shall be permitted to check employee overtime records and regular work schedules. It is understood that the Union Representative may attempt to resolve problems through Management prior to referring a matter to the grievance procedure.

Union Representatives shall be permitted access to the digital worksite for the purposes of conducting elections for Union Stewards and Health and Safety Committee Members.

**19.02 Union Stewards:** It is recognized that stewards may be elected or appointed by the Union from time-to-time. The union is required to inform the Employer of such appointments or elections at the time that they are made. The Employer agrees to recognize up to 3 Union Stewards and up to 2 alternate Union Stewards.

When a member of the Bargaining Unit is given a reprimand, which is to be entered on the employee's personnel file, and/or when the member is to be suspended or discharged, the member will be made aware of their right to have an available union steward present. The employer agrees to reschedule meetings during the regular working hours of the employee's preferred union steward.

When a Union Steward is investigating a grievance or a complaint on Employer time, the Steward must first obtain permission from Management. Such permission will not be unreasonably denied.

**19.03** Union Stewards shall be provided up to 30 minutes with newly hired employees, within the first 10 work days, to introduce them to their Union and provide them with a copy of the collective agreement.

**19.04 Union Steward Involvement:** The Parties agree that if, during any private conversation with Management, it is determined that there will be a discipline report on the employee's record, the interview may be temporarily suspended so that the employee may call in an available union steward or representative. The employer agrees to schedule the meeting during the regular working hours of the employee's preferred union steward or representative.

The Employer will provide a copy of any discipline reports issued to the attending union steward or representative within two business days following the meeting.

## **SECTION 20 – Grievance Procedure**

**20.01** Any complaint, disagreement or dispute between the parties concerning the interpretation, application, operation or any alleged violation of the terms and provisions of this Agreement that has not been resolved satisfactorily through the employee's immediate Manager or Human Resources shall be considered a grievance.

**Step one (1):** The employee may discuss the complaint with a Union Steward or Representative. The Employer must be notified of the complaint by the Union Steward or Representative within fifteen (15) working days from the time of the occurrence or the employee's awareness of the incident giving rise to the grievance. Failing a satisfactory resolution within ten (10) working days of the Union Steward or Representative notifying the employer of the complaint, the matter may proceed as a grievance at Step two (2).

**Step two (2):** Grievances shall be submitted by the Union or the Employer within fifteen (15) working days after the conclusion of a Step 1 resolution. Grievances must be presented in writing and shall clearly set forth the factual background, grievance, and the resolution sought by the aggrieved party. The responding party will have fifteen (15) working days from receipt of the written grievance to provide a written response.

**Step three (3):** If a satisfactory settlement cannot be reached at Step 2, or if the party on whom the grievance has been served refuses to meet the other party within fifteen (15) working days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a single arbitrator. The arbitrator shall be appointed by mutual agreement of the parties or, if the parties are not able to agree, by appointment by the Board.

**20.02 Time Limits:** The parties agree that time limits are mandatory and if not met, the grievance will be considered abandoned unless altered by written agreement between the Parties.

**20.03 Justice & Dignity Clause:** An employee whom the Employer contends has lost their seniority rights shall retain their seniority rights until a grievance contesting the break in service is resolved or determined through the grievance/arbitration procedure.

Any employee whom the Employer suspends may be retained in or returned to work at the employer's sole discretion, which may be in a modified role, until a grievance contesting the suspension is resolved or determined through the grievance/arbitration procedure.

An employee may be removed from work without pay where the alleged cause for suspension presents a danger to the safety of others or equipment, or in the case of theft, harassment, a refusal to perform assigned work, or behaviour that significantly disrupts the programs of the Employer.

The parties agree to make every effort to expedite the resolution of grievances involving employees who are retained or returned to work under this provision unless the Union Representative and the employer mutually agree otherwise.

No employee who has completed the Probationary Period shall be disciplined or discharged without just cause.

**20.04** Employees will be given a copy of any formal discipline reports entered on an employee's personnel file. An employee's signature on a discipline report indicates receipt of the discipline and not agreement with it.

**20.05** Subject to giving the Employer advance notice of at least 3 working days, employees shall have access to their personnel file.

## **SECTION 21 – Board of Arbitration**

**21.01** The Board of Arbitration shall be composed of a mutually agreeable single arbitrator.

Grievances submitted to the Arbitrator shall be in writing and shall clearly specify the nature of the issue.

In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions.

The findings and decision of the Arbitrator shall be final and binding and enforceable on the parties.

## **SECTION 22 – Strike / Lock-out**

**22.01** The Company and Union agree that there shall be no lock-out, strike, or interference with work or the operations of the Company during the term of this Agreement.

## **SECTION 23 – Amendment to this Agreement or a New Agreement**

**23.01** If the parties fail to reach a satisfactory agreement through their negotiations, either party may file a request for a mediator to support the efforts to resolve outstanding issues.

If the efforts of the parties to reach a satisfactory agreement through mediation does not result in a tentative agreement, the parties may agree to appoint an interest arbitrator.

## **SECTION 24 – Change in Workplace Policy**

**24.01 Policy Change:** If the Employer introduces or intends to introduce any long term measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of bargaining unit employees, the Employer will give 60 days' notice before the date on which the measure, policy, practise or change

is to be effected, and offer to meet in good faith, and endeavour to develop an adjustment plan, which may include any provisions respecting any of the following:

- (a) Consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Collective Agreement;
- (b) Human resource planning and employee counselling and retraining;
- (c) Notice of termination;
- (d) Severance pay;

## **SECTION 25 – Management Rights**

**25.01** The Union recognizes and agrees that except as expressly limited by this Agreement, any and all of the management rights are retained solely and exclusively by the Employer. Among these rights, but not intended as a wholly exclusive list shall be the right to, manage the business and direct the workforce, organize the work, hire, discipline, promote, demote, discharge, and suspend for just and reasonable cause.

## **SECTION 26 – Miscellaneous**

### **26.01 Definitions**

**Service:** Length of service is calculated based on full-time hours worked by the employee. Length of service for part-time hours worked will be calculated on a prorated basis. Service is inclusive of any paid leave entitlements in Section 9, which exceed the minimum required by applicable Employment Standards legislation and exclusive of all unpaid and statutory leaves. For clarity, any leave for which a supplemental unemployment benefit (top up) is granted is considered an unpaid leave for the purposes of calculating service.

## **SECTION 27 – Expiration and Renewal**

**27.01 Duration:** This Agreement shall be for the period from February 1, 2023 to and including January 31, 2026 and from year to year thereafter, subject to the right of either Party to the Agreement, within four (4) months immediately preceding January 31, 2026:

- (a) Terminate this Agreement, in writing, effective January 31, 2026 or any subsequent anniversary thereof,
- (b) Require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

Should either party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither Party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

- (i) The Union gives notice of strike in compliance with the Labour Relations Code of British Columbia, or
- (ii) The Employer gives notice of lockout in compliance with the Labour Relations Code of British Columbia.

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

SIGNED THIS 15<sup>th</sup> DAY OF March, 2023.

FOR THE UNION



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**Kim Novak, President**

FOR THE EMPLOYER



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**Ash Arden, Managing Partner/CEO**

**LETTER OF UNDERSTANDING #1**

**BETWEEN:  
POINT BLANK CREATIVE  
(the "Employer")**

**AND**

**United Food and Commercial Workers, Local 1518  
(the Union)**

**Re: INITIAL INCLUSIONS/EXCLUSIONS**

The Employer shall identify to the Union within sixty (60) days following the date of ratification the positions the Employer believes should be excluded from the bargaining unit.

The Employer shall provide to the Union descriptions and reasons for each job as to why the Job should be excluded.

The Union will communicate to the Employer, within thirty (30) days agreement or disagreement with the Employer's positions.

If the Union disagrees on a position the Union will provide reason for their disagreement.

Where the parties are unable to reach an agreement on the matter, the Employer may then advance the matter to the LRB for determination. If LRB does not have jurisdiction, either party may forward the matter by written submission to a mutually agreed arbitrator for determination.

The parties shall in writing submit their rationale for each position for final determination. It is understood that this Letter of Understanding will expire on January 31, 2026

**AGREED this   1st   of February , 2023.**

**FOR THE UNION**



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**Kim Novak, President**

**FOR THE EMPLOYER**



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**Ash Arden, Managing Partner/CEO**

## **LETTER OF UNDERSTANDING NO. 2**

**BETWEEN  
POINT BLANK CREATIVE  
(hereinafter referred to as the "Employer")  
PARTY OF THE FIRST PART**

**AND  
UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518  
(hereinafter referred to as the "Union")  
PARTY OF THE SECOND PART**

### **RE: Nation-wide Recognition**

The Employer voluntarily recognizes the Union as the exclusive bargaining unit for all employees within Canada and that this Collective Agreement applies to all employees, save and except those excluded under Section 4 of this agreement. The parties further agree that relevant provincial legislation from the province in which the employee works will apply to them accordingly. If either party believes the provincial legislation is in contradiction to this agreement the parties will meet to discuss amendments to this Letter of Understanding.

### **Statutory Holidays**

Employees shall be entitled to statutory holidays as outlined in Section 7, which is intended to be inclusive of their home provinces' statutory holidays to a total of twelve (12) holidays.

Should the Employer be required to observe an additional paid holiday as a result of provincial legislation in the employees home province, it is understood that it will replace holidays not legally observed in that province.

To qualify for statutory holiday pay, employees must meet the requirements of employment standards legislation in the province where they work.

### **Dispute resolution**

The parties shall appoint a single, mutually agreed to, arbitrator to hear any matter referred to by the Parties to resolve any dispute. Should both parties agree to utilize this process, a brief written submission including a summary of the issue, the alleged violation of the Collective Agreement, and the remedy sought will be forwarded to the Arbitrator at least two (2) weeks in advance.

The Arbitrator will apply the jurisprudence in the jurisdiction where the employee works.

The hearing will employ the caucus model and no witnesses will be called; rather the Arbitrator will review the submissions, speak with the parties either together or apart, interview the grievor and render their binding decision. Any such decision rendered under this clause will be of nonprecedential value and cannot be relied upon by either party in future grievances or arbitrations.

### **Incorporating Letter of Understanding into Collective Agreement**

This Letter of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and

shall so apply.

AGREED this 1st of February, 2023.

**For the Union**



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**Kim Novak, President**

**For the Employer**



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**Ash Arden, Managing Partner/CEO**

**LETTER OF UNDERSTANDING NO. 3**

**POINT BLANK CREATIVE  
(the "Employer")**

**AND**

**United Food and Commercial Workers, Local 1518  
(the Union)**

**Re: STATUTORY HOLIDAYS**

During the term of this agreement, if the Federal government proclaims any new statutory federal holidays, the parties agree to meet and discuss whether the holiday should apply to Section 7 of this agreement.

**AGREED this 1st of February, 2023.**

**For the Union**



**Kim Novak, President**

**For the Employer**



**Ash Arden, Managing Partner/CEO**

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