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BULLETIN

Work in Excess of Nine (9) Hours is a Violation of Master Agreement

The Council is concerned that certain employers are requiring employees to work in excess of nine (9) hours without a meal break. The Council position is that work periods extending past nine (9) hours constitute a significant threat to the safety of employees and is a clear violation of the agreement. We have negotiated specific provisions in the Master Collective Agreement that prohibit this practice.

A1.19 Limitation on Meal Breaks: In no case shall any work period exceed nine (9) hours without a meal break. Pacific Northwest Hours shall not be construed to violate this provision.

C7.02 Maximum Work Period: At no time shall any work period extend past nine (9) hours without a meal break. Pacific Northwest Hours shall not be construed to violate this provision

It is not acceptable that scheduling lapses require workers to be engaged for greater than three (3) hours beyond the contractually agreed to six (6) hour work period. In the case where the nine (9) hour is expected to be breached and there is no catering the agreement provides:

6.10 Absence of Catering and Culinary Selection: In the absence of catering, all Employees shall receive a meal break of sixty (60) minutes. Adequate travel time to and from a restaurant or other eating establishment shall be considered time worked but shall not incur penalties.

A recent arbitration recognized that the 9 hour rule is an important element of the Collective Agreement that is directly related to the health and safety of employees. Calculation of damages for a breach of these articles can include compensation for the missed meal and travel time, compensation for the time the employer saved by working through the meal period, compensation for encroachment on turnaround, and general damages. Repeated breaches by the employer will result in the Council seeking substantially increased damages.

We ask that you ensure compliance with these provisions of the Master Collective Agreement.

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