



IATSE LOCAL 891

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

LETTER OF AGREEMENT Member Advocacy – WorkSafeBC Claims

By this letter, I agree to the following:

1. I, _____, hereby instruct the Union, IATSE Local 891, to review and/or advise and/or represent me with respect to my WorkSafeBC (Workers' Compensation Board) claim, which **may**, at the discretion of the Union, include the following:
 - (a) advising and/or assisting me with my WorkSafeBC claim at any time during the course of my claim; and/or
 - (b) assessing and reviewing my case to determine what, if any, issues to appeal to the Review Division and/or Appeal Tribunal; and/or
 - (c) completing and forwarding the appropriate forms/submissions to the Review Division and/or Appeal Tribunal; and/or
 - (d) reviewing all documents relating to this matter, including, but not limited to, disclosure of the WorkSafeBC file and any relevant medical reports or clinical records; and/or
 - (e) obtaining medical records and/or medical legal opinions/reports and/or expert reports; and/or
 - (f) retaining and instructing legal counsel, if the Union deems it necessary; and/or
 - (g) accompanying me and/or representing me at the Review Division and/or Appeal Tribunal hearing.

2. I understand that:
 - (a) the Union has no obligation to assist or represent members in WorkSafeBC matters under the terms of the Collective Agreement or pursuant to the *Labour Relations Code*;

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- (b) following my endorsement of the Letter of Agreement, the Union reviews each member's claim on a case-by-case basis to determine whether or not the Union will assist and/or represent a member in their WorkSafeBC matter;
- (c) the Union bases the decision on whether or not to provide assistance and/or representation, and to what extent, on the Union's views of:
 - i) resources available to the Union;
 - ii) the importance of the matter to the member and the Union membership as a whole;
 - iii) the likelihood of success of each appeal;
- (d) in the event the Union does provide assistance or representation, the Union will have the authority to decide what issues to pursue, if any, at the Review Division and/or Appeal Tribunal hearing and how to conduct the claim;
- (e) in the event the Union retains legal counsel, the Union, not the member, will instruct and choose the legal counsel. The decision to retain legal counsel will be solely that of the Union;
- (f) the Union will provide payment for any legal bills in the event that the Union retains counsel to instruct or assist on the matter;
- (g) the Union will provide payment for any medical legal reports or opinions and/or clinical records requested by the Union;
- (h) in the event that the Union retains legal counsel and/or an expert witness, opinion or report, the Union will share information regarding my WorkSafeBC claim with those persons, and those persons will report to, advise, and share any information they receive with the Union;
- (i) the Union may withdraw their representation or assistance respecting my WorkSafeBC matter at any time with reasonable notice;

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- (j) in the event the Union decides not to provide representation or assistance in reference to my WorkSafeBC matter, or determines that it will not continue to represent or assist me, I may proceed with the matter independently;
 - (k) any decision made by the Union regarding representation or assistance in WorkSafeBC matters are final and binding;
 - (l) in the event that I disagree with any decision the Union makes in conducting the claim, or prefer alternate representation, I may proceed with the matter independently;
 - (m) in the event that I choose to withdraw from the Union’s assistance or representation of my WorkSafeBC matter, I assume full responsibility of my claim and shall forfeit my right to return to the Union for further assistance;
 - (n) in the event that the Union assists, advises or represents me in WorkSafeBC matters, I hold harmless and indemnify the Union for any cause of action or claim arising from the Union’s representation, advice and/or actions regarding this matter; and
 - (o) I understand that I may take the opportunity, before signing this document, to seek independent legal advice.
3. I hereby confirm that I have read this Member Advocacy Letter of Agreement – WorkSafeBclaims, and I understand and accept it in its entirety.

Signed at _____, British Columbia, this _____ day of _____ 20____.

Union Member’s Signature

Ref: Policy originally adopted as per IATSE Local 891 Executive Board minutes of October 1, 2001. Policy revised as per the IATSE Local 891 Executive Board minutes of October 2, 2007. Administrative revisions as per legislative and marketing changes at WorkSafeBC (Workers’ Compensation Board) from 2003-2007 – October 18, 2007.