

COLLECTIVE AGREEMENT

OCTOBER 1, 2006 - SEPTEMBER 30, 2010



**VANCOUVER ARENA LIMITED PARTNERSHIP
AND**



**CHRISTIAN LABOUR ASSOCIATION OF CANADA,
LOCAL 501**

TABLE OF CONTENTS

Article 1.0	RECOGNITION	1
1.1	Union Recognition	1
1.2	Union Referral	1
Article 2.0	MANAGEMENT’S RIGHTS	2
2.1	Management Rights Defined	2
2.2	Conduct of Employees	2
2.3	Personal Appearance	2
2.4	Training Program	3
Article 3.0	STATEMENT OF PRINCIPLES	3
3.1	Purpose	3
3.2	Adhere to Terms	3
Article 4.0	INTERPRETATION	3
Article 5.0	UNION SECURITY	4
5.1	Union Membership	4
5.2	Membership Responsibilities	4
5.3	Individual Agreements Prohibited	4
5.4	Shop Stewards	4
5.5	Elected to Union Office	5
5.6	Union Leave of Absence	5
Article 6.0	PROBATIONARY PERIOD FOR NEW EMPLOYEES	6
Article 7.0	HARASSMENT/DISCRIMINATION	6
7.1	Sexual Harassment/Discrimination	6
7.2	Human Rights Code	6
7.3	Union Activity	7
Article 8.0	DEDUCTION OF UNION DUES	7
8.1	Check Off	7
8.2	Remittances	7
8.3	Payroll Schedule	7
Article 9.0	HOURS OF WORK/SCHEDULING	8
9.1	Minimum Shift	8
9.2	Change of Work Schedules	8
9.3	Work Schedules	9
9.4	Days Off	9
9.5	Full Time Scheduling	9
9.6	Part Time Event Scheduling	9
9.7	Adding Available Part Time Event Staff	9
9.8	Availability	10
9.9	Access to Pool A from Pool B defined	10
9.10	Projects – Conversions	11
9.11	Split Shifts	11

Article 10.0	CONTRACTING OUT	12
10.1	Availability Shortage for Hockey, Concerts and Other Events.	12
10.2	Contractual / Risk / Other Circumstances	12
10.3	Staffing Levels	12
Article 11.0	SENIORITY	12
11.1	Company Seniority.....	12
11.2	Classification Seniority.....	12
11.3	Seniority Dates	12
11.4	Seniority Rights Defined	12
11.5	Seniority Lists.....	13
11.6	Promotions and Vacancies	13
11.7	Job Postings	13
11.8	Loss of Seniority	13
Article 12.0	LAYOFF	14
12.1	Layoff and Recall.....	14
12.2	Bumping	14
12.3	Severance Pay	14
Article 13.0	TECHNOLOGICAL CHANGE	14
Article 14.0	ABSENCE FROM WORK – PART TIME EVENT STAFF	14
14.1	Excused Shift	14
14.2	Cancelled Shift / Emergency Leave	15
14.3	No Show	15
Article 15.0	DISCIPLINE AND DISCHARGE	15
Article 16.0	ACCESS TO PERSONNEL FILE	15
Article 17.0	FULL TIME EMPLOYEE BENEFITS	16
17.1	Payment of Premiums	16
17.2	Benefit Plans.....	16
Article 18.0	OVERTIME	17
18.1	Payment of Overtime	17
18.2	Scheduling of Overtime	17
Article 19.0	STATUTORY HOLIDAYS	17
Article 20.0	VACATIONS	18
20.1	Payment of Vacation Pay with Less than One Year	18
20.2	Annual Vacation Entitlement	18
20.3	Vacation Schedules.....	19
20.4	Payment of Vacation Pay	19
20.5	Banking of Statutory Holiday Pay and/or Vacation Carry Over.....	20
Article 21.0	BREAKS	20
21.1	Rest Periods	20
21.2	Lunch Periods.....	20
Article 22.0	NO STRIKE, NO LOCKOUT	20
22.1	Work Interruptions Prohibited	20
22.2	Recognition of Legal Picket Line.....	21

Article 23.0	GENERAL LEAVES OF ABSENCE	21
23.1	Maternity Leave	21
23.2	Parental Leave	22
23.3	Bereavement Leave	22
23.4	Compassionate Care Leave.....	22
23.5	Jury Leave	23
23.6	Leave to Appear as a Witness	23
23.7	Personal/Holiday Leave.....	23
23.8	Sick Leave	23
Article 24.0	UNION AUTHORIZATION	24
24.1	Visits.....	24
24.2	Bulletin Boards.....	24
24.3	Communications	24
Article 25.0	GRIEVANCE PROCEDURES	24
Article 26.0	ARBITRATION	25
26.1	Notice of Arbitration	25
26.2	Appointment of Arbitrator.....	26
26.3	Authority of Arbitrator	26
26.4	Payment of Expenses.....	26
26.5	Effect of Decision.....	26
26.6	Retroactivity.....	26
Article 27.0	EXPEDITED SETTLEMENT OF DISPUTES	26
Article 28.0	COMMITTEES	28
28.1	Union/Management Committees.....	28
28.2	Health and Safety Committee.....	28
28.3	Principles of Co-operation	29
Article 29.0	UNIFORMS	29
Article 30.0	MEDICAL ISSUES	29
Article 31.0	WAGES AND CONTRIBUTION TO HEALTH AND WELFARE PLAN	30
Article 32.0	EXPIRATION AND RENEWAL	31
Appendix “A”	WAGE RATES	32
	Probationary Wage Rate.....	32
	Shift Differential.....	33
	Membership Assistance Fund	33
Appendix “B”	HEALTH AND WELFARE	33
Appendix “C”	INFORMATIONAL LISTING	33
Appendix “D”	AVAILABILITY REQUIREMENTS FOR SECURITY, HOSTS AND EVENT HOUSEKEEPERS	35
Appendix “E”	AVAILABILITY REQUIREMENTS FOR PRE/POST EVENT HOUSEKEEPERS	36
Letter of Agreement	Trial Period for Part Time Employees	37
Letter of Agreement	Deployment	38
Letter of Understanding	2010 Vancouver Olympic Games	39

THIS AGREEMENT MADE this 3rd day of February, 2007, A.D.,

BETWEEN:

ORCA BAY ARENA LIMITED PARTNERSHIP,
to be re-named VANCOUVER ARENA LIMITED PARTNERSHIP
800 Griffiths Way
Vancouver, British Columbia
V6B 6G1

(hereinafter called the “Employer”)

AND:

CHRISTIAN LABOUR ASSOCIATION OF
CANADA, LOCAL 501
15483 – 104 Avenue
Surrey, British Columbia
V3R 1N9

(hereinafter called the “Union”)

THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements herein set forth (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree as follows:

1.0 RECOGNITION

1.1 Union Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative of all employees employed by the Employer in the classifications set forth in Schedule “A” contained herein at General Motors Place Arena, Vancouver, British Columbia. For greater certainty, attached hereto as Appendix “C” is a list of employees of the Employer specifically excluded from the bargaining unit and a list of contracted services engaged by the Employer at General Motors Place Arena which are not subject to the collective agreement.

1.2 Union Referral

Without limiting the generality of Article 2 of this Agreement, the Employer agrees to consider qualified individuals referred by the Union to the Employer for employment.

2.0 MANAGEMENT'S RIGHTS

2.1 Management Rights Defined

The functions of management include, but are not limited to, the exclusive right to: hire, promote, demote, transfer, discipline, suspend, discharge for cause, increase or decrease the work force to meet the needs and conditions of the business, maintain the efficiency of the operation and of the employees, terminate operations or any part thereof, assign work to supervisors or other persons not covered by this Agreement, establish and enforce rules and determine the schedule of work or days of work, increase or decrease the number of work shifts, determine the size and location of work stations, change classifications of work and reassign the duties thereof to other classifications of employees without change in rates of pay, install any labour saving device or equipment, all without hindrance or interference by the Union, and those matters requiring judgment as to the competency of the employees is the sole right and function of the Employer, except as specifically abridged by the terms of this Agreement. The parties agree and recognize that, from time to time, that as a condition of rental of the General Motors Arena certain customers will require that volunteers perform certain work normally performed by employees in the bargaining unit. In such circumstances, the Employer agrees that no such volunteer shall be paid by the Employer.

2.2 Conduct of Employees

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, and given to the Union provided such rules are not in conflict with the express provisions of this Agreement or legislation.

2.3 Personal Appearance

For greater particularity, and without limiting the generality of the foregoing, the Union acknowledges that the Employer's Personal Appearance and Department Regulations are an essential ingredient of the Employer's business strategies and objectives and are a necessary and reasonable exercise of management's rights. The Union further acknowledges that those regulations may be amended from time to time in the sole discretion of the Employer. This does not relinquish the right of the Employer or the Union to dispute the interpretation, application or alleged violation of the Employer's Personal Appearance and Department Regulations, but in the event that there are any disputes the Union agrees that the employees will comply with those regulations in every respect while any disputes are being resolved.

2.4 Training Program

The Union acknowledges that the Employer's Customer Service Training Program is an essential ingredient of the Employer's business strategies and objectives and are a necessary and reasonable exercise of management's rights. Employees are obliged to participate in such customer service training programs as may be required from time to time by the Employer, and employees shall be paid for their participation in accordance with this Agreement. Further, the Union acknowledges that the Employer engages in a monitoring process for the purpose of insuring that its Customer Service, Personal Appearance and Department Regulations are complied with and that the Union expressly acknowledges the reasonableness of this method of determining compliance with the Employers Regulations related to these issues. Further the Employer shall be entitled to rely upon reports from this monitoring process for the purposes of assessment of its employees.

3.0 STATEMENT OF PRINCIPLES

3.1 Purpose

The parties to this Agreement recognize it is in their mutual interest to promote, as fully as possible, conditions of safety for employees, economy of operation and protection of property. In recognition of these interests, the Employer and the Union hereby indicate their desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship among the Employer, the employees covered by this Agreement and the Union, and to provide methods for a fair and amicable adjustment of disputes which may arise between them.

3.2 Adhere to Terms

The Employer and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct members to act in accordance with the terms contained in this Agreement. The Employer agrees, in the exercise of the functions of management, that the provisions of this Agreement will be carried out.

4.0 INTERPRETATION

4.1 In this Agreement, wherever the words "employee" or "employees" appear, it shall mean any persons covered by this Agreement.

5.0 UNION SECURITY

5.1 Union Membership

Neither the Employer nor the Union will compel employees to join the Union or discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Notwithstanding the foregoing, it is understood that all employees are part of the bargaining unit, as defined in Article 1.1 and are covered by the Collective Agreement, irrespective of their decision to join the Union.

5.2 Membership Responsibilities

The Employer agrees to provide each new employee, at the time of employment, with a form outlining to the employee their responsibility in regards to Union membership, and to provide to the Union in writing, the name and address of each employee to whom they have presented the form, along with the employee's date of hire, the contents of the form to be such that it is acceptable to the parties. The Employer further agrees to provide the Union, once a month, with a list containing names of all employees who have terminated their employment during the previous month and a list of names of employees and addresses, as requested.

5.3 Individual Agreements Prohibited

- (a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with the Employer concerning the conditions of employment varying the conditions of employment herein.
- (b) No employee shall be asked to make a written or verbal agreement with the Employer covering the hours of work, wages or conditions during the term of this Agreement.
- (c) Notwithstanding the above, the wage rates outlined in this Agreement are minimum wage rates and they do not prevent the Employer from paying a higher wage rate, or introducing incentive to pay schemes whereby individual employees may be paid a higher wage rate.

5.4 Shop Stewards

- (a) The Union is entitled to appoint or elect from among the employees a reasonable number of Union Stewards who are employed in and represent employees in the bargaining unit. The duties of the Union Stewards shall be to assist in the reporting and resolution of all grievances within their departments.
- (b) The Employer agrees to recognize a duly appointed or elected Union Steward provided that the Union has first advised the Employer in writing of the name

of the employee so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.

- (c) The Union Steward's first obligation is the fulfilment of their responsibilities as an employee. During their working hours, the Union Steward is not entitled to engage in Union activities.
- (d) The Union Steward must not leave their assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
- (e) If requested by the Employer, the time which is spent by Union Stewards during their regular working hours in reporting or resolving grievances, and in attending meetings specifically provided for herein, shall be considered to be time worked.
- (f) Under no circumstances shall a Union Steward take any action or issue any instruction which will interfere with the operations or affairs of the Employer, or with the management of or direction of the work force.
- (g) The Employer and the Union agree that no person shall intimidate, coerce, impose any pecuniary or other penalty on, or otherwise discriminate against any person because that person exercises or seeks to exercise any right under the collective agreement, or complains, gives evidence or otherwise assists in respect of the initiation or prosecution of a grievance or other proceeding under this collective agreement.

5.5 Elected to Union Office

- (a) The Employer shall grant an unpaid leave of absence to an employee who is appointed or elected to a position within the Union for a period of up to and including five (5) years.
- (b) A request for such a leave must be given to the Employer by the Union, in writing, on Union letterhead and signed by an Officer of the Union.
- (c) An employee who obtains such a leave of absence shall return to their employment within thirty (30) calendar days after the completion of their employment with the Union.
- (d) The Employer is not obligated to grant such leave to more than one (1) employee at a time.

5.6 Union Leave of Absence

- (a) The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay to not more than five (5) employees who are elected as delegates to attend Union conventions or as members of a negotiating committee. Written notice shall be given at least seven (7) days prior to the com-

mencement of such leaves.

- (b) The Employer, upon receipt of written notice from the Union, shall grant up to five (5) event leaves of absence without pay for up to five (5) employees at any one time, to attend bona fide shop steward education programs. Written notice shall be given at least seven (7) days prior to the commencement of such leaves.
- (c) The Employer may grant further unpaid leaves of absence to employees for the purpose of attending mutually agreed upon educational programs. Written applications for such leave must be received at least seven (7) days prior to commencement of such leaves.
- (d) The Employer is entitled to insist that not more than one (1) employee can be absent on such leaves of absence, from any one (1) department.

6.0 PROBATIONARY PERIOD FOR NEW EMPLOYEES

Newly hired full time employees shall be on probation for the ninety (90) days. Part time employees shall be on probation for the first twenty (20) events/shifts actually worked. The Employer may extend this period for five (5) additional events/shifts upon prior written notification to the Union. During the probationary period the Employer can discharge the employee if in the Employer's opinion the employee is not suitable.

7.0 HARASSMENT/DISCRIMINATION

7.1 Sexual Harassment/ Discrimination

The employees covered by this Agreement are also covered by the Harassment Awareness Policy as set by the Employer. All employees have the right to work in an environment free from sexual harassment. Sexual harassment will be grounds for the imposition of discipline pursuant to this Agreement. Where an employee alleges that sexual harassment has occurred on the job, the employee shall have the right to grieve under this Agreement.

“Sexual harassment” means any unwelcome sexual advances, remarks or demands for sexual favours of an unwelcome or physical nature, insulting or offensive comments or conduct of a sexual nature.

7.2 Human Rights Code

The Parties hereto subscribe to the principles of the Human Rights Code of British Columbia which prohibit discrimination on the grounds of race, place of origin,

religion, physical or mental disability, colour, sex, marital status, orientation, ancestry, political belief, family status, age and criminal or summary conviction offence that is unrelated to the employment or intended employment of the person.

7.3 Union Activity

No employee shall be charged or discriminated against for any lawful Union activity or for serving on a Union committee or for reporting to the Union a violation of any provisions of this Agreement. Instances of alleged violations of the foregoing will be brought to the attention of the Department Manager with a copy to the employee's direct supervisor or their designated representative, and full investigation by the parties will follow. The above will be subject to the grievance procedure. Any proven allegations hereunder will be dealt with by the Employer.

8.0 DEDUCTION OF UNION DUES

8.1 Check Off

The Employer agrees to deduct from the wages of each employee initiation fees, Union dues, and assessments that are authorized by the Union. The Employer further agrees, automatically, to deduct Union dues from wages of new employees bi-weekly.

8.2 Remittances

The Employer shall remit prior to the 15th of each month to the Union:

- (a) monies deducted from the wages of its employees for Union initiation fees, dues and assessments;
- (b) a statement showing each employee's name and social insurance number from whom deductions were made, and the amount of the deductions;
- (c) a statement showing the names of the employees terminated and hired during the preceding accounting period; and
- (d) a statement provided February 1 of each year showing the name, home address, telephone number, social insurance number, and postal code of bargaining unit employees.

8.3 Payroll Schedule

Once a year the Employer will provide the Union with its payroll schedule for the coming year.

9.0 HOURS OF WORK/SCHEDULING

9.1 Minimum Shift

An employee reporting for work shall be guaranteed four (4) hours of the scheduled day's work or pay in lieu thereof at the employee's regular wage rate with the following exceptions:

- (a) there shall be no guarantee where work is not available due to conditions beyond the control of the Employer, unless an employee has punched in for work and weather conditions subsequently result in cancellation of the event;
- (b) an employee volunteering to leave work following the start of their work day shall receive pay only for time worked, where the employee is not directed by management to leave work.
- (c) the Union, as authorized representative of employees in the bargaining unit, shall file such written applications as may be required by any legislation in order to give efficacy to this Agreement. In particular, and without restricting the generality of the foregoing, the Union as authorized representative of the employees in the bargaining unit shall file the written applications contemplated by Section 27(3) and Section 34(3) of the Employment Standards Act of British Columbia S.B.C. 1980, c. 10 in order to give efficacy to the notice of hours of work provisions and the call in for training provisions herein.
- (d) All employees called in and who shall, if requested to work less than four (4) hours, receive four (4) hours pay at the regular hourly rate. Employees called in for the purposes of training shall, if in attendance for less than two (2) hours, receive two (2) hours pay at their regular hourly rate.

9.2 Change of Work Schedules

- (a) In situations other than emergencies, the scheduled employees are entitled to forty-eight (48) hours notice of any change in their respective work schedules.
- (b) In emergency situations which are beyond the control of the Employer, the Employer may give notice of less than forty-eight (48) hours but not less than twenty-four (24) hours, when changing work schedules.
- (c) Employees whose schedules are changed without the advance notice specified, cannot be disciplined and/or classified as unavailable pursuant to Article 13.
- (d) If an event start time is delayed but commences on the same date and the Employer is unable to give employees the forty-eight (48) hours notice contemplated in Article 9.2(a) or the twenty-four (24) hours notice contemplated in Article 9.2(b) as applicable, the Employer will not change the employees' originally scheduled start time.

- (e) In the event that the Employer changes the next scheduled shift of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change.

9.3 Work Schedules

There shall be placed in a conspicuous place, a work schedule specifying the name and classifications of each employee scheduled to work and the starting and finishing time of each employee, and the Employer shall keep the schedule up to date.

9.4 Days Off

Wherever possible, employees shall receive two (2) days off in each seven (7) days and an employee may refuse to work more than five (5) days in a row, except in cases of emergency.

9.5 Full Time Scheduling

Full time employees are those scheduled to work forty (40) hours in a seven (7) day period on an ongoing basis.

9.6 Part Time Event Scheduling

- (a) Employees in Pool A will be scheduled for work pursuant to their classification seniority. Employees will be scheduled in accordance with their declared availability as defined by Article 9.8.
- (b) The Employer, when reasonable, will schedule the most senior available employee into the earliest start time, at the time the initial schedule is run.
- (c) Employees in Pool B will be scheduled on a rotational basis starting with the most senior employees in their classification. Employees will be scheduled in accordance with their declared availability as defined by Article 9.8.

9.7 Adding Available Part Time Event Staff

If the Employer requires additional employees for an event after the initial schedule is posted, the Employer will add unscheduled available employees, in seniority order, commencing with Pool A, then proceeding to Pool B. Employees will be required to remain available up to seventy-two (72) hours prior to an event for which they declared themselves available. These employees are responsible for contacting the Employer to see if they are required to work the event. Should an Employee not work a shift added pursuant to this Article, they will be subject to Article 14.

Employees who are available but not scheduled for an event/shift have three (3) days from the day the schedule is posted to phone and notify the Employer that they are

no longer available to work those events/shifts that are in excess of their monthly minimum as set out in the tables listed in Article 9.8. If Employees fail to phone the Employer it is expected that they will remain available for all events/shifts for which they indicated availability as per the previous paragraph.

Once the Employer has exhausted the list of unscheduled available employees or if it is within seventy two (72) hours before the commencement of an event/shift, the Employer will use the direct contact system.

9.8 Availability

Security, Hosts, Event Housekeepers

Employees shall declare themselves available for the minimum number of events/shifts as set out in the table attached as Appendix “D” at least two (2) weeks prior to the commencement of each scheduling period.

Pre/Post Event Housekeepers

Employees shall declare themselves available for the minimum number of graveyard shifts as set out in the table attached as Appendix “E” at least two (2) weeks prior to the commencement of each scheduling period.

Conversions

Employees shall declare themselves available for the events/shifts they are available to work at least two (2) weeks prior to the commencement of each scheduling period. Employees in Pool A and Pool B are required to work a minimum of 20 events/shifts per year. If an Employee does not work this minimum number of shifts, it will be considered grounds for termination.

Availability Submission

The Employer may schedule employees who do not provide the Employer with the events/shifts that they are available to work two weeks prior to the commencement of the scheduling period or who fail to select enough events/shifts to meet the minimum requirements as set out above as if they are available to work all events/shifts during that four week scheduling period. These employees will be required to hold open their availability for up to seventy-two (72) hours before every shift during that scheduling period.

9.9 Access to Pool A from Pool B defined

The most senior employee in Pool B will be eligible to move into Pool A when a vacancy within their classification in Pool A becomes available and it is administratively reasonable to make an adjustment. The parties have agreed to a maximum pool A size for each part time classification. The pool size is:

Event Housekeeping	15
Hosts	110
Security	45
Post Event Housekeeping	60
Conversions	35

9.10 Projects – Conversions

If the Employer requires Conversions employees to work on a project with an expected duration of five or more days, the Employer will initially schedule, in seniority order, commencing with Pool A, then proceeding to Pool B, employee(s) who are available for the expected duration of the project. If the Employer still requires additional employees in order to complete the project, the Employer will post a Small Projects Sign Up Sheet. The Employer will add to the schedule employees who have indicated they are available to work the expected duration of the project by signing their names on the Small Projects Sign Up Sheet in seniority order. Employees who are scheduled to work according to this Article are subject to Article 14.

9.11 Split Shifts

Where split shifts are assigned by the Employer, they must conform with the following guidelines:

- (a) no shift may be split more than once;
- (b) no part of a split shift shall be less than two (2) hours;
- (c) a break of two (2) hours shall constitute a split shift;
- (d) all split shifts must be worked within a twelve (12) hour period;
- (e) no more than one-fifth (1/5) of the employees shall in any one (1) day work split shifts;
- (f) no employee shall be required to work more than two (2) split shifts each week;
- (g) one wholesome meal shall be supplied by the Employer with no deductions from the employee's wages;
- (h) upon attainment of six (6) months service, employees required to work a split shift will be paid for all hours worked and in addition receive one (1) hour at their regular rate.

10.0 CONTRACTING OUT

10.1 Availability Shortage for Hockey, Concerts and Other Events

When an availability shortage occurs, prior to contracting out security or hosting positions, all available security and host employees will be contacted and offered a shift.

10.2 Contractual / Risk / Other Circumstances

In circumstances other than availability, prior to contracting out the floor, all available security employees will be contacted and offered a shift. Contracting out of the floor will not result in a shift not being offered to available security personnel.

10.3 Staffing Levels

The Employer will maintain security and hosting levels at a reasonable level. This level will be based upon the number of staff required to cover a typical NHL hockey game. Should there be a change in the Employer's business, these levels will be re-evaluated.

11.0 SENIORITY

11.1 Company Seniority

For the purpose of this Agreement "company seniority" means the employee's total length of continuous service from the date of hire.

11.2 Classification Seniority

For the purpose of this Agreement "classification seniority" means an employee's total length of continuous service from commencement of work in a classification.

11.3 Seniority Dates

In the event that two (2) or more employees are hired on any single day their seniority shall be determined by a lottery among each such group once they have completed their training.

11.4 Seniority Rights Defined

The Employer recognizes seniority rights in accordance with the definitions set forth in Article 11.1 and 11.2. Assignment of available work within a classification and assignment of shift work within a classification will be made by the Employer. An employee will only maintain seniority in one (1) classification.

11.5 Seniority Lists

- (a) The Employer agrees to post the first seniority lists within fifteen (15) days of the first lottery to be held pursuant to Article 11.3, and thereafter on or before the first day of March and October in each year. The seniority lists shall contain the following information:
 - (i) The employee's name;
 - (ii) The employee's job classification;
 - (iii) The employee's company and classification seniority dates.
- (b) The seniority lists shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the thirty (30) days in which the list is posted. Thereafter the posted list will be deemed to be valid and correct for all purposes of this Agreement.
- (c) At the time of posting, a copy of the seniority lists shall be given to the Union and the Union Steward.
- (d) New employees will be added to the seniority list upon completion of the probationary period back to date of employment.

11.6 Promotions and Vacancies

Promotions and vacancies shall be filled on the basis of Company seniority provided always that the senior employee has the merit, fitness and ability to perform the work available. The Employer agrees to make such determinations in good faith and without discrimination of any kind.

11.7 Job Postings

Openings in classifications which are known in advance of the date they are required will be posted with the work schedules for a period of ten (10) calendar days in order that employees currently on payroll may have the opportunity to apply to fill the opening. The Employer shall be entitled to fill such openings temporarily prior to the ten (10) calendar day period referred to herein.

11.8 An employee shall lose their seniority if they:

- (a) voluntarily quits;
- (b) is discharged and not reinstated through the Grievance Procedure;
- (c) is laid off for more than six (6) months;
- (d) fails to report for work without a bona fide reason when a notice of recall has

- been sent by the Employer in accordance with Article 12.1;
- (e) overstates an authorized leave without a valid reason.

12.0 LAYOFF

12.1 Layoff and Recall

When reducing staff, junior employees within the classification in which the layoff is to occur shall be laid off first. When recalling employees from lay off they shall be recalled in order of seniority to the classification from which they were laid off, provided they have the skill and ability to perform the work available.

12.2 Bumping

In the event that a full time Conversion employee is laid off they shall have the ability to bump into the part time conversion classification, based upon Company seniority.

12.3 Severance Pay

Full time employees, who are laid off will be eligible for severance pay. Severance pay will be calculated based upon the employee's completed years of service. Employees will receive two (2) weeks of severance pay for each of the first two (2) years of their employment, and one week for each additional year of service, up to a maximum of twelve (12) weeks of severance pay.

13.0 TECHNOLOGICAL CHANGE

13.1 The Employer shall notify the Union and shall endeavour to give sixty (60) days notice in advance of its intent to institute permanent material technological change in production methods or facilities which would lead to layoff resulting in termination of a significant number of employees.

14.0 ABSENCE FROM WORK – PART TIME EVENT STAFF

14.1 Excused Shift

If an employee calls in to notify the Employer that they will not be able to attend their scheduled shift, at least one week prior to the start of their shift, they will receive an Excused Shift if the Employer is able to schedule a replacement employee.

An employee can have up to five (5) Excused Shifts in a twelve (12) month period starting each September 1st.

14.2 Cancelled Shift / Emergency Leave

If an employee calls in prior to the commencement of their shift, they will receive a Cancelled Shift, unless the absence was accepted by the Employer as illness or injury. An employee can for any reason, without the necessity of providing a reason or proving that an emergency exists, have up to four (4) Cancelled Shifts in a twelve (12) month period commencing September 1st of each year. Should the employee have a fifth (5th) Cancelled Shift, the employee shall be deemed to have been discharged for just cause.

14.3 No Show

If an employee does not show up for their shift and fails to call in prior to the commencement of that shift, they will receive a No Show. This will be deemed to be just cause for the employee to receive an unpaid suspension for three (3) shifts.

An employee shall be deemed to have been discharged for just cause if the employee has more than one (1) No Show in a twelve (12) month period, commencing September 1st of each year, unless for illness or injury.

If an employee can demonstrate that they were not able to give advance notice that they would not be able to attend their shift, the No Show will be re-classified to a Cancelled Shift.

Employer may request a medical certificate as proof of such illness or injury in accordance to Article 30.2.

15.0 DISCIPLINE AND DISCHARGE

15.1 The Employer has the right to discipline and discharge its employees for just and reasonable cause; however, the Union must be given the opportunity to investigate all discipline and discharges and if, in the opinion of the Union the discipline or discharge is not just and reasonable, the Union may submit such cases to the Grievance and Arbitration Procedures of this Agreement. Prior to presenting notice of discipline or discharge to an employee, the Employer will notify the employee of their right to Union representation at the meeting. All letters of discipline will be provided to the employee.

16.0 ACCESS TO PERSONNEL FILE

16.1 An employee shall be entitled to review his or her personnel file by providing the Employer with reasonable notice.

17.0 FULL TIME EMPLOYEE BENEFITS

17.1 Payment of Premiums

The Employer shall pay the cost of the premium for benefits for the full time employees, with the exception of the Long Term Disability Plan (L.T.D.). Employees will pay 100% of the cost of the premium for the L.T.D. benefit plan. The policy documents with the Insurance Carriers shall govern the benefit entitlements. All decisions regarding benefit eligibility shall remain with the Insurance Carrier.

Participation in the benefit plan is available on the first of the month following or coincident with the completion of three months of continuous service.

17.2 Benefit Plans

The full time benefit plan will provide the following components:

- (a) Medical Services Plan - British Columbia Provincial Plan
- (b) Basic Life Insurance - two (2) times the annual base earnings
- (c) Accidental Death and Dismemberment Insurance - two (2) times the annual base earnings
- (d) Extended Health Coverage - 100% of eligible expenses, no annual deductible. Vision care of \$150 every twenty four (24) calendar months
- (e) Dental Coverage - Basic Services - 100% reimbursement. Major services - 50% reimbursement. Annual maximum for Basic Services and Major Services shall not exceed \$2,000 per annum. Orthodontia - 50% to a \$1,500 lifetime maximum.
- (f) Long Term Disability - Waiting period of one hundred and twenty (120) days of disability. Two (2) year own occupation. The plan provides a benefit of 85% of net pre-disability monthly earnings, less other income benefit, to a maximum of \$3,000 per month. Pre-existing conditions clause of six (6) months prior and twelve (12) months following coverage.
- (g) Short Term Disability – Upon providing the Employer with proof of receipt of Employment Insurance Sick Benefits, the Employer will top up the gross amount the employee receives from EI to seventy-five percent (75%) of the employee's gross wages, less any applicable deductions, for up to eight (8) weeks.
- (h) RRSP – Full time employees will be eligible to participate in the Employer's RRSP, where their contributions to the group RRSP are matched by the Employer, subject to the Revenue Canada maximum contribution room, and based on the service below:

Years of Completed Full - Time Service

Employer Matching Contribution

1 year	1%
2 years	2%
3 years	3%
4 years	4%
5 years	5%

18.0 OVERTIME

18.1 Payment of Overtime

All time worked by an employee in excess of forty (40) hours per week or eight (8) hours per day shall be paid at the rate of time and one-half the regular hourly rate and all time worked by an employee in excess of forty eight (48) hours per week or eleven (11) hours per day shall be paid at the rate of double the regular hourly rate. Compensating time off shall not be given in lieu of overtime.

18.2 Scheduling of Overtime

Priority for scheduled overtime shall be given on the basis of seniority.

19.0 STATUTORY HOLIDAYS

19.1 (a) Should an employee work on a Statutory Holiday, they will be entitled to one and one-half (1 1/2) times their regular days pay for all hours worked. Should an employee have worked seven (7) days out of the previous thirty (30) calendar days they shall also be entitled to compensation for the holiday as defined in 17.1(d). The following days shall be paid general holidays:

New Year's Day	B.C. Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

- (b) General holidays shall be observed on the day they actually occur unless changed by mutual agreement.
- (c) Provided an employee works their regular scheduled full work day before and after the general holiday, unless absent due to bona fide illness or accident,

employees regularly working but who are not required to work on the general holidays shall receive their regular days wages for each such holiday.

- (d) Those employees who have not worked scheduled shifts for at least seven (7) days in the thirty (30) calendar days immediately preceding the holiday, and do not work the holiday, do not receive any compensation for the holiday. Employees who do work at least seven (7) days in the thirty (30) calendar days immediately preceding the holiday, and do not work the holiday, will be compensated for the holiday at a rate of the employees total gross pay (excluding overtime) earned in the thirty (30) days preceding the statutory holiday, divided by ten (10).
- (e) If an employee is scheduled to work on a paid holiday and accepts the assignment of work but fails to report for work on the day of the holiday, they shall not receive any holiday pay except if absent for a certified medical reason.

20.0 VACATIONS

20.1 Payment of Vacation Pay with Less than One Year

Employees whose employment terminates before the completion of one (1) year of service will receive vacation pay in accordance with the provisions of applicable legislation.

20.2 Annual Vacation Entitlement

- (a) Full time employees are entitled to annual vacation and annual vacation pay, according to their completed years of consecutive service, calculated from their date of hire, as follows:

Completed Years of Service	Annual Vacation Time	Annual Vacation Pay
1 year but less than 3 years	2 weeks	4%
3 years but less than 7 years	3 weeks	6%
7 years but less than 15 years	4 weeks	8%
15 years or more	5 weeks	10%

- (b) Part time employees are entitled to annual vacation and vacation pay according to their completed years of consecutive service calculated from their date of hire, as follows:

Completed Years of Service	Annual Vacation Time	Annual Vacation Pay
1 year but less than 3 years	2 weeks	4%
3 years but less than 10 years	3 weeks	6%
10 years or more	4 weeks	8%

- (c) Annual vacation shall be calculated using the applicable percentage from (a) above, as a percentage of the employee's gross earnings for the preceding year. "Gross earnings" means the total earnings realized by an employee from the payment of wage rates for straight time, overtime, vacation pay and statutory holiday pay.

20.3 Vacation Schedules

- (a) Vacation schedules will be placed on the bulletin board no later than February 1st. After April 15th those employees who have not recorded their choice of vacation time will not be able to exercise seniority rights for vacation purposes. The approved and assigned vacation schedule will be posted on May 1st.
- (b) Vacation requests prior to April 15th which cannot be granted in whole or in part will be discussed with the employee(s) affected and will be resolved by Management by May 1st.
- (c) Selection of vacation time shall be by classification seniority, subject to (a) and (b) above.
- (d) Employees may split their vacation time into separate weeks.
- (e) Vacations may be taken during any month of the calendar year subject to the above.

20.4 Payment of Vacation Pay

Vacations shall become due on the anniversary day of the employee's employment. Vacations do not necessarily need to be taken at this time, but the date may be mutually agreed upon in writing, between Employer and employee provided it falls within eight (8) months of the anniversary date of employment.

- (a) Vacation pay will be identified separately from regular pay on the cheque stub.
- (b) Vacation pay for full-time employees will be paid in the pay period prior to the commencement of the employee's vacation when the request for vacation pay is made at least three weeks prior to the commencement of the vacation. Vacation pay for part-time employees shall be paid on each pay cheque.

- (c) Vacation pay shall be paid earlier if requested by the employee.

20.5 Banking of Statutory Holiday Pay and/or Vacation Carry Over

The Employer agrees to allow full time employees to bank Vacation Carry Over and/or Statutory Holiday pay up to a maximum of forty (40) hours each year at the rate it was originally accumulated. The time may be taken in the year it was earned or by a specified date during the following year or it will be paid out to the employee.

The parties agree that in order to administer this type of accumulation, the employee's date of hire will be utilized.

21.0 BREAKS

21.1 Rest Periods

Each employee who is continuously employed for four (4) or more hours in a work day shall be given a fifteen (15) minute rest period during each four (4) hours of continuous employment in any work day.

21.2 Lunch Periods

- (a) Each employee who is continuously employed for five (5) or more hours in a work day shall be given a thirty (30) minute lunch period on his/her own time as designated by the Employer. Employees will be allowed to take their lunch break in areas other than their immediate work station except those locations designated by the Employer or its client as restricted areas. If the breaks contemplated by this Article cannot be taken, the employee will receive compensation in lieu.
- (b) Part time event employees whose shift is expected to last between five (5) and six (6) hours are not required to take this thirty (30) minute lunch period. Those employees who wish to take this break must notify their Supervisor at the beginning of their shift. The Employer will then make a reasonable effort to allow the employee to take their thirty (30) minute lunch period, subject to operational requirements.

22.0 NO STRIKE, NO LOCKOUT

22.1 Work Interruptions Prohibited

It is agreed that during the term of this Agreement, the Union, its officers or members shall not sanction or participate in any strike, slowdown or work stoppage. It is also agreed that during the term of this Agreement there shall be no lockout of em-

ployees by the Employer. Any employee found guilty of participating in any strike, slowdown or work stoppage shall be subject to immediate discharge.

22.2 Recognition of Legal Picket Line

No employee shall be required to cross a legal picket line arising from a strike or lockout. For purposes of this Article, a “legal picket line” shall mean only those picket lines expressly permitted under section 65 of the Labour Relations Code.

23.0 GENERAL LEAVES OF ABSENCE

23.1 Maternity Leave

- (a) Employees may request a leave of absence without pay because of pregnancy. Such request will be granted, provided the employee submits to the Employer a request, in writing, for such leave at least four (4) weeks prior to the date the leave is to commence, together with a certificate from a qualified medical practitioner certifying that the employee is pregnant, and indicating the estimated date of birth. Such leave will be for a period of not more than eighteen (18) consecutive weeks commencing not more than twelve (12) weeks before the estimated date of birth and ending not more than fourteen (14) weeks after the actual date of birth.
- (b) The Employer reserves the right to determine the time at which the pregnant employee shall be required to commence a leave of absence if the duties of her position cannot be reasonably performed because of the pregnancy and to continue the leave until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.
- (c) The employee, when returning to work, shall give the Employer two (2) weeks notice of date of return and shall submit a certificate from her doctor, indicating that her resumption of employment will not, in their opinion, endanger her health.
- (d) The employee shall be returned to her former position or to a comparable position at the completion of her leave of absence. Should a comparable position no longer exist, the Employer and Union shall meet to resolve the issue.
- (e) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article, will do so with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

23.2 Parental Leave

- (a) Employees may be granted a parental leave of absence without pay in accordance with the provisions of the Employment Standards Act. The employee must make application for such leave in writing at least four (4) weeks prior to the start of such leave. If the employee cannot give four (4) weeks notice, the employee shall give as much notice as is given to the adoptive parents by the adoption agency. The length of such leave will not exceed thirty five (35) consecutive weeks for a birth mother who has taken leave pursuant to Article 21.1 except for an extension of up to five (5) weeks when a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.
- (b) Employees on leave shall give the Employer a minimum of two (2) weeks notice of their intention to return to work.
- (c) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article, will do so with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

23.3 Bereavement Leave

An employee absent due to death in the immediate family during periods when they are both scheduled and available for work shall receive up to three (3) days pay for such time lost, providing they attend the funeral. In the event an employee requests additional time off, such time without pay may be granted by the Manager to a maximum of three (3) scheduled days. Should an employee have to travel due to the death of a family member the employee will be granted an additional two (2) scheduled days off without pay. The above will only apply to the immediate family which includes children, step children, spouse, parents, step parents, brothers, sisters, parents-in-law, grandparents, grandchildren, and any relative residing permanently with the employee. The above benefit shall not be implemented during vacation, sick leave, accident leave, or leave of absence. Common-law relationships will be recognized in the provisions of this Article.

23.4 Compassionate Care Leave

Employees may request a leave of absence without pay for up to eight (8) consecutive weeks for compassionate care leave for a member of an employee's immediate family. Such request will be granted, provided the employee submits to the Employer a request in writing to provide care or support for a member of an employee's immediate family if accompanied by a certificate issued by a qualified medical practitioner stating that the family member has a serious medical condition

with a significant risk of death within twenty six (26) weeks.

Other bona fide compassionate requests will be considered on an individual basis and will not be unreasonably withheld.

23.5 Jury Leave

Part time employees who serve on a jury shall be granted an unpaid leave of absence for this purpose. Full time employees who serve on jury duty shall be granted a paid leave of absence at straight time wages for regular hours absent from work, less any allowance received from the court. The Employer and the employee will work together to reschedule the employee's hours in order to minimize the financial impact on the Employer during this period. All employees will be required to provide the appropriate documentation.

23.6 Leave to Appear as a Witness

Part time employees who are called as a witness in any commission, court or hearing shall be granted an unpaid leave of absence. Full time and part time employees who are required by the Employer to be a witness for the Crown will be granted a paid leave of absence at eight (8) hours straight time wages where the employee can prove they have lost wages from employment. All employees will be required to provide the appropriate documentation.

23.7 Personal/Holiday Leave

Requests for personal/holiday leaves for the December holiday season, will be submitted in writing and approved based on classification seniority provided that the leave was received in the Scheduling Department prior to September 30th of that year. The Employer will respond to the status of the leave as soon as operationally possible.

23.8 Sick Leave

Full time employees will be entitled to a maximum of four (4) sick days each year.

Upon hiring, full time employees will have a two (2) day waiting period to access a sick day. Should the employee not use any sick days in the first year of employment, the waiting period for sick days is one (1) day. Should the employee not use any sick days in the subsequent year of employment the waiting period shall be eliminated.

If, at any time after the first year of employment, the employee uses a sick day, the waiting period immediately returns to one (1) day.

Should an employee be hospitalized due to illness or injury the waiting period is eliminated.

24.0 UNION AUTHORIZATION

24.1 Visits

An authorized representative or executive officer of the Union shall be permitted, with the consent of the Department Manager, which will not be unreasonably denied, to talk with an employee regarding Union matters during regular working hours. The interview of such employee by the Union representative or executive officer shall be carried on in a place provided for, and designated by, the Employer. Time taken by such interview in excess of five minutes shall not be on Employer time. Time taken for such visits shall not disrupt the serving of customers. The Employer agrees to provide the Union with a brief opportunity to address new employees at the Orientation Session.

24.2 Bulletin Boards

A bulletin board shall be provided by the Employer at a convenient location for the use of the Union. The Union will provide a copy of all posted notices to Management at the time of posting. The contents of notices or other material posted on bulletin boards shall not be libellous, defamatory or detrimental to the Employer's business.

24.3 Communications

The Employer agrees that Union Steward letters and official communications from the Union to its members shall be posted on the staff bulletin boards.

25.0 GRIEVANCE PROCEDURES

25.1 Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, or operation of this Agreement, or alleged violation of its terms and provisions, shall be considered a grievance, subject to the grievance and arbitration provisions of this Agreement.

25.2 The procedure for adjustment of grievances and disputes by an employee shall be as follows:

- (a) **Informal Step:** As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management representative to whom they report to. If the employee requests that they are accompanied by a Shop Steward, another management representative may also be in attendance.
- (b) **First Step:** At this step, notice in writing of the grievance must be filed with a person designated by the Employer.

Both the Informal Step (a) and the First Step (b) of the grievance procedure must be completed within ten (10) days after the occurrence of the grievance or of the date on which the employee first has knowledge of it or the grievance shall be deemed to be waived and abandoned by the aggrieved party.

If a satisfactory agreement is not reached within ten (10) days, the Second Step (c) may be initiated.

- (c) **Second Step:** A meeting will be held between the employee, union representative, and management representatives to review the issues of the grievance.

If a satisfactory agreement is not reached, the Third Step (d) may be initiated.

- (d) **Third Step:** A meeting will be held between the union representative, and management representative to review the issues of the grievance.

Both the Second Step (c) and the Third Step (d) of the grievance procedure must be completed within fourteen (14) days.

If a satisfactory settlement cannot be reached within fourteen (14) days after the Second Step (c) and the Third Step (d), the matter may then be referred to arbitration under this Agreement.

25.3 The parties may waive time limits by mutual consent.

25.4 Employees shall have the right to request the presence of the Shop Steward at any investigatory interviews, meetings, or discussions which may precede the imposition of discipline.

25.5 Failure to comply with the time limits in any step of the grievance procedure shall result in a grievance being deemed to be waived and abandoned by the aggrieved party.

26.0 ARBITRATION

26.1 Notice of Arbitration

Either of the parties may, within ten days of the decision made at Step 3 of the grievance procedure, notify the other party in writing of its desire to submit the grievance to arbitration and the note shall contain the name of the first party's suggested Arbitrator. Failure to remit the grievance to arbitration within ten (10) days of the decision at Step 3 shall result in the grievance being deemed to be waived and abandoned by the aggrieved party.

26.2 Appointment of Arbitrator

If the parties fail to agree on an arbitrator, within the time limit, the appointment shall be made pursuant to Section 86 of the Labour Relations Code upon request of either party.

26.3 Authority of Arbitrator

The arbitrator shall not add to, modify, vary, change or remove any terms of this Agreement. Wage rates shall not be subject to arbitration. The arbitrator shall have jurisdiction to determine the arbitrability of any grievance. No grievance shall be submitted to arbitration unless there is a showing of a violation of this Agreement.

26.4 Payment of Expenses

The Employer and the Union shall equally share the fees and expenses of the arbitrator.

26.5 Effect of Decision

The decision of the arbitrator shall be final and binding on the Employer, the Union and the employees covered by this Agreement subject to the appeal provisions of the Labour Relations Code.

26.6 Retroactivity

Awards or settlements of grievances shall in no event be made retroactive except seniority beyond the date of which the grievance was first presented in Step 1 of the Grievance Procedure. All claims for back wages shall be limited to the amount agreed to by the Employer and the Union, or ordered by the arbitrator, as the case may be, less any unemployment compensation or other compensation determined by the Arbitrator to be deducted from the award.

27.0 EXPEDITED SETTLEMENT OF DISPUTES

27.1 If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of this Agreement, the parties shall appoint an individual, by mutual consent, to:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that

date, time does not run in respect of the grievance procedure.

27.2 Recognizing that there are times when an expedited arbitration may be desirable, the parties agree that the following process may be used as a substitute for the formal grievance procedure outlined in this Agreement.

- (a) The process can only be used by mutual agreement between the parties to this Agreement.
- (b) The cost will be borne in accordance with Section 90 of the Labour Relations Code.
- (c) The number of cases to be heard at any given time will not exceed three (3).
- (d) The parties or their representative will try to get an agreed statement of facts for presentation to the arbitrator.
- (e) Wherever possible the arbitrator will attempt to mediate a settlement between the parties.
- (f) In any case where the arbitrator must write a decision, such decision shall be brief and to the point.
- (g) An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case.
- (h) General rules of evidence will be waived except for the rule of “onus”.
- (i) Procedure Guidelines.
 - (i) The Opening Statement: This should basically set out the case from each party’s perspective. The arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.
 - (ii) The Hearing: Sufficient witnesses should be called to ensure the “story” is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.
 - (iii) The Argument: As agreed, the parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of this Agreement be canvassed by counsel to ensure that all relevant clauses are put before the arbitrator.
 - (iv) Mediation: Counsel must accept some responsibility at this stage to assist the arbitrator in assessing the evidence before the arbitrator. Specifically, if counsel can assist in assessing credibility and/or contradictory evidence, they should do so.
 - (v) The Decision: If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the arbitrator will do so. By meeting

first with counsel to explain the framework of the arbitrator's decision, the parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the arbitrator, the parties work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.

- (j) With respect to grievances involving customer complaints, the following will apply:
 - (i) the person to whom the complaint was given be called to testify;
 - (ii) bargaining unit or staff employees who can provide direct evidence with respect to the evidence be called to testify;
 - (iii) wherever possible, the complaint be committed to writing, in the customer's own handwriting;
 - (iv) prior to the hearing, the parties discuss the evidence so there are no surprises.
- (k) The Mediator/Arbitrator will be selected from a list to be compiled by the parties.

28.0 COMMITTEES

28.1 Union/Management Committee

On the request of either party, the parties shall meet at least once every two (2) months, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement. Up to five (5) Shop Stewards shall be paid a maximum of two (2) hours pay at straight time for the time spent in attendance at each meeting. The Union shall designate which Shop Stewards are to be paid.

28.2 Health and Safety Committee

The Employer and Union will cooperate to promptly form an Industrial Health and Safety Committee composed of employees and Employer representatives in a number determined by the parties and with such sub-committees as the parties agree to be necessary to meet the requirements of the workplace. Employees on the committee will be chosen in a manner determined by the Union. The Committee will assist in creating a safe workplace, recommend actions to improve the effectiveness of the industrial health and safety program in the workplace and promote compliance with the Industrial Health and Safety Regulations of the Workers' Compensation Act.

28.3 Principles of Co-operation

The parties hereby recognize the mutual benefit which results from co-operation in the workplace. In light of this the parties agree to form a Workplace Co-operation Committee composed of senior representatives of both parties to discuss and investigate new initiatives tabled by either party. This Committee shall meet at the call of either party.

29.0 UNIFORMS

29.1 It is the intention of the Employer to issue uniforms or partial uniforms to most and possibly all employees and if such uniform or partial uniform is issued:

- (a) The Employer may deduct over a period of four pay cheques an amount equal to 50% of the value of the uniform from the wages of an employee to be held by the Employer as a deposit which will be returned to the employee upon termination of their employment and return of the uniform in the condition in which it was issued to the employee, reasonable wear and tear excepted;
- (b) The Employer may require the employees to launder the uniform in which case the employee will be compensated in the amount of \$0.35 per event.
- (c) The Employer will pay interest on the uniform deposit. Interest will be calculated annually at prime rate, retroactive to the employee's date of hire. The interest rate used for this calculation will be the HSBC prime rate published on the first business day of the year in which the employee terminates.

29.2 The Employer agrees to re-imburse all full time employees who are required to wear safety footwear up to \$100 every two years upon the employee providing the Employer with a receipt of purchase.

30.0 MEDICAL ISSUES

30.1 Doctor's certificates required by the Employer to substantiate any period of illness or injury will be paid for by the Employer.

30.2 An employee shall be required to present an acceptable medical certificate on the third (3rd) absence due to illness or injury during the course of the season (September through August), unless waived by the Employer. If the employee does not present the Employer with such a certificate, the absence will be classified under Article 14. The Employer reserves the right to request a doctor's note at any time.

30.3 Employees injured while working shall suffer no loss of earnings for the balance of hours scheduled on the day on which the work-related injury occurs if as a result of such injury they are sent to the hospital or for medical attention and are declared unable to return to work.

31.0 WAGES AND CONTRIBUTION TO HEALTH AND WELFARE PLAN

31.1 Basic rates of pay during the term of this Agreement shall be in accordance with Appendix "A", however, an employee will not be prevented from receiving a higher rate of pay for their classification.

31.2 When a bona fide new classification is to be established which cannot be properly placed in the existing wage scale by mutual agreement between the parties, the Employer will establish the classification and rate on a temporary basis.

31.3 Written notification of the classification and the applicable wage rate will be furnished to the Secretary of the Union.

31.4 The new rate and classification shall be considered temporary for a period of twenty-one (21) calendar days following the date of notification to the Secretary of the Union. During this period (but not thereafter) the Secretary of the Union may request the Employer to negotiate the rate for the classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of the establishment of the temporary classification and rate except as otherwise mutually agreed. If no request has been made by the Union to negotiate the rate within the twenty-one (21) calendar day period, the temporary classification and rate shall become a part of the wage scale.

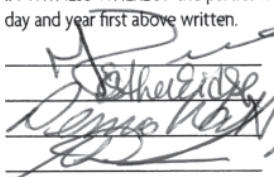
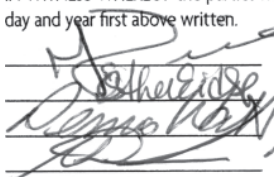
31.5 The Employer will contribute towards the Union's Health and Welfare Plan in accordance with Appendix "B".

32.0 EXPIRATION AND RENEWAL

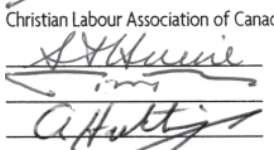
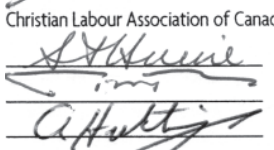
- 32.1 (a) This Agreement is effective from October 1, 2006 to September 30, 2010. Thereafter, this Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code.
- (b) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
- (i) the Union commences a legal strike;
 - (ii) the Employer commences a legal lockout;
 - (iii) the parties enter into a new or further Agreement.
- (c) During the continuation period provided in (b) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.
- (d) Notice to commence collective bargaining must be in written form and must be delivered either by registered mail, or personally delivered. In the event that such notice is personally delivered a delivery receipt must be obtained.

32.2 The parties agree to exclude the operation of subsections 50(2) and (3) of the Labour Relations Code

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

 Earl Price


Christian Labour Association of Canada, Local 501



Orca Bay Arena Limited Partnership

For Orca Bay Arena Limited Partnership, to be renamed Vancouver Arena Limited Partnership

APPENDIX "A" - WAGE RATES

Positions	Oct. 1, 2006	Oct. 1, 2007	Oct. 1, 2008	Oct. 1, 2009
Technician I (Electricians)	\$29.98	\$30.73	\$31.50	\$32.45
Technician II (Carpenters)	\$29.98	\$30.73	\$31.50	\$32.45
Technician III (General Maintenance Worker)	\$26.52	\$27.19	\$27.87	\$28.70
Building Operators	\$27.19	\$27.87	\$28.57	\$29.43
General Labour/ Conversions	\$17.12	\$17.55	\$17.99	\$18.52
Event Housekeepers	\$12.54	\$12.85	\$13.17	\$13.56
Hosts	\$12.54	\$12.85	\$13.17	\$13.56
Event Security	\$13.17	\$13.50	\$13.84	\$14.26
Pre/Post Event Housekeeping	\$12.54	\$12.85	\$13.17	\$13.56
Conversion Crew Leaders	\$21.45	\$21.99	\$22.54	\$23.22
Crew Leaders of Pre/Post Event Housekeepers	\$13.17	\$13.50	\$13.84	\$14.26

Probationary Wage Rate

Newly hired full time employees shall receive 5% less than the above schedule rate of pay for the first ninety (90) day probationary period.

Newly hired part time employees shall receive a base rate of 75% of the pay rates for the first twenty (20) events/shifts actually worked.

Shift Differential

All afternoon shifts that extend past midnight and all overnight shifts will be paid a premium of One Dollar (\$1.00) per hour for those hours worked after midnight.

Membership Assistance Fund

The Employer will contribute five (\$0.05) cents per hour worked to the Members Assistance Fund.

CLAC Education and Training Fund

To further the training of union members, the Employer will contribute three (\$0.03) cents per hour worked to the CLAC Education and Training Fund.

APPENDIX "B" HEALTH AND WELFARE

The Employer agrees to contribute Health and Welfare premiums in the amount of One Dollar and Nineteen and a Half Cents (\$1.19 ½) per hour worked by a part time employee covered by this Agreement. The Health and Welfare premium will increase by One and One half Cents (\$0.01 ½) in each subsequent year of the agreement.

APPENDIX "C" INFORMATIONAL LISTING

It is hereby agreed that the following listing of exclusions and contracted services is for informational purposes only and is not intended, in any way, to be determinative of the scope of the Union's bargaining unit as described in Article 1.1. This appendix is intended to provide information with regard to those persons who may, from time to time, work at General Motors Arena and who are not part of the bargaining unit and it is hereby acknowledged that this list will be amended from time to time by the Employer as circumstances dictate.

- Audio/video/broadcast and telecommunications technicians
- Box office/ticket sales staff
- Building security and key personnel
- Clerical and administrative personnel
- Concierge
- Contracted event and peer security
- Event staff coordinators
- Event coordinators
- Facility maintenance contractors
- Food & beverage staff
- Grounds maintenance

- Guest services supervisors
- Guest service coordinators
- Lighting operators
- Lottery ticket sales staff
- Maintenance cleaning contractors
- Medical, first aid and health and safety personnel
- Merchandise/novelty sales staff
- Parking staff
- Production, riggers and set-up personnel
- Show power and production electricians
- Stage security
- Stagehands
- Technical & maintenance supervisory personnel
- Tour guides
- Window washing personnel

APPENDIX "D" AVAILABILITY REQUIREMENTS FOR SECURITY, HOSTS AND EVENT HOUSEKEEPERS

# of Events per 4 weeks	# of Events for Pool A	% of Events for Pool A	# of Events for Pool B	% of Events for Pool B
1	0	0%	1	100%
2	1	50%	2	100%
3	2	67%	3	100%
4	2	50%	3	75%
5	3	60%	4	80%
6	3	50%	4	67%
7	4	57%	5	71%
8	4	50%	6	75%
9	5	56%	7	78%
10	5	50%	7	70%
11	6	55%	8	73%
12	7	58%	9	75%
13	7	54%	9	69%
14	8	57%	10	71%
15	8	53%	11	73%
16	9	56%	12	75%
17	9	53%	12	71%
18	10	56%	13	72%
19	10	53%	13	68%
20	11	55%	14	70%
	Average % for Pool A:	52%	Average % for Pool B:	77%

APPENDIX "E" AVAILABILITY REQUIREMENTS FOR PRE/POST EVENT HOUSEKEEPERS

# of Graveyard shifts per 4 weeks	# of Graveyards for Pool A	% of Graveyards for Pool A	# of Graveyards for Pool B	% of Graveyards for Pool B
1	0	0%	1	100%
2	1	50%	2	100%
3	2	67%	3	100%
4	2	50%	3	75%
5	3	60%	4	80%
6	3	50%	4	67%
7	4	57%	5	71%
8	4	50%	6	75%
9	5	56%	7	78%
10	5	50%	7	70%
11	6	55%	8	73%
12	7	58%	9	75%
13	7	54%	9	69%
14	8	57%	10	71%
15	8	53%	11	73%
16	9	56%	12	75%
17	9	53%	12	71%
18	10	56%	13	72%
19	10	53%	13	68%
20	11	55%	14	70%
	Average % for Pool A:	52%	Average % for Pool B:	77%

LETTER OF AGREEMENT

BETWEEN:

ORCA BAY ARENA LIMITED PARTNERSHIP,
to be re-named VANCOUVER ARENA LIMITED PARTNERSHIP

AND:

CLAC, Local 501

RE: TRIAL PERIOD FOR PART TIME EMPLOYEES

The parties have agreed that without limiting the Company's right to insist that employees possess sufficient ability to satisfy the qualifications for classification, nor to create any obligation on the Company to provide incremental training or instruction, a trial period for part time employees as follows:

(a) **Purpose of the Trial Period**

The purpose of the Trial Period is to provide a procedure for the Company to confirm an applicant's present ability to satisfactorily perform the requirements of the new classification; and/or a procedure for the applicant to confirm his or her present ability to satisfactorily perform the requirements of the new classification.

(b) **Duration**

The duration of the Trial Period will be fifteen (15) events or shifts worked by the applicant and this period can not be extended but may be shortened at the discretion of the Company. Successful applicants who are moved to a new classification will maintain, for the period of the trial period, their classification seniority in their previous classification.

(c) **Company Discussions to return Applicant to Previous Classification**

If the Company determines that an applicant does not possess the necessary qualifications to perform the requirements of the classification, the applicant will be returned to his/her previous classification. The transfer will be effected as soon as operationally feasible.

(d) **Request from Employee to Revert to Previous Classification**

If an employee determines that he/she does not possess the necessary qualifications to perform the requirements of the new classification, he/she can request to return to his/her previous classification. The Company will return the individual to his/her previous classification as soon as operationally feasible and without any additional cost to the Company.


Agreed this 3rd day of February, 2007.

For CLAC, Local 501

For Orca Bay Arena Limited Partnership, to be
re-named Vancouver Arena Limited Partnership



Mike Heill
CLAC B.C. Representative



Susanne Haine
Vice President, People Development

LETTER OF AGREEMENT

BETWEEN:

ORCA BAY ARENA LIMITED PARTNERSHIP,
to be re-named VANCOUVER ARENA LIMITED PARTNERSHIP

AND:

CLAC, Local 501

RE: Deployment

A subcommittee consisting of up to two (2) management representatives and two (2) union representatives will be established to meet on a quarterly year basis, if required.

The mandate of the subcommittee will be to review deployment issues and address these concerns at the Labour/management Committee.

Agreed this 3rd day of February, 2007.

For CLAC, Local 501



Mike Neil
CLAC B.C Representative

For Orca Bay Arena Limited Partnership, to be
re-named Vancouver Arena Limited Partnership



Susanne Haine
Vice President, People Development

LETTER OF UNDERSTANDING

BETWEEN:

ORCA BAY ARENA LIMITED PARTNERSHIP,
to be re-named VANCOUVER ARENA LIMITED PARTNERSHIP

AND:

CLAC, Local 501

RE: 2010 Vancouver Olympic Games

The Employer will use best efforts to provide substantive opportunities for our employees to work at GM Place during the 2010 Olympic Games. During this period, the Employer will abide by the terms and conditions of the collective agreement, except as contemplated herein.

The Union acknowledges that in order to participate in the Games, employees will be required to meet the requirements put in place by the Vancouver Organizing Committee for the 2010 Olympics, which will include, but are not limited to: passing a security clearance, wearing the Olympic uniform, participating in training and taking direction from Olympic organizers.

The Union understands and agrees that in order for this letter to be in effect, there will be no labour disruptions during this period and employees will be required to show additional flexibility so that they can be best utilized during the Games. Due to the unique nature of the Games, the existing scheduling procedures and system will need to be temporarily modified to make the best use of the available employees and meet the specified event and operational requirements.

The Employer and the Union look forward to showcasing the employees, the facility and the Games to the world and providing the best possible event experience.

This letter shall be in effect for the duration of the 2010 Olympic Games.

Agreed this 3rd day of February, 2007.

For Orca Bay Arena Limited Partnership, to be
re-named Vancouver Arena Limited Partnership



Harvey Jones
Vice President and General Manager
Arena Operations

For CLAC, Local 501



Mike Neil
B.C. Representative
CLAC Local 501

