

COLLECTIVE AGREEMENT

Between

HOSPITALITY INDUSTRIAL RELATIONS
on behalf of



**Scotia
Barn**

A DIVISION OF CANLAN SPORTS™
(hereinafter referred to as the "Company")

And



UNIFOR LOCAL 3000
(hereinafter referred to as the "Union")

May 1, 2022 – April 30, 2025

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PREAMBLE

NATURE OF COMMUNICATIONS

The Union and the Company agree that it is mutually beneficial and desirable to promote cordial relations and to set forth herein this Agreement concerning working conditions and conditions of employment to be observed between the Parties and to provide a method for the orderly adjustment of differences and grievances and also to agree to cooperate fully in the promotion and achievement of the above objectives. Parties to this Agreement and those governed by said Agreement shall ensure that all Members in this Agreement are treated equally and with integrity, trust and respect. The Company and the Union shall endeavour at all times, to promote a work environment which is supportive of the productivity, personal goals and self-esteem of every employee. To this end, both Parties will maintain open lines of communication and shall promote a good relationship built on mutual trust and respect.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein set forth, the Parties hereto mutually agree as follows:

ARTICLE 1 - RECOGNITION

1.01

(a) **Exclusive Agent for All Working Conditions**

The Company recognizes the Union as the sole and exclusive Bargaining Agent for its employees, as defined in Article 1.02 hereof, for the purpose of determining all working conditions and conditions of employment.

(b) **No Individual Contracts**

For greater certainty, no employee shall be compelled to enter into any individual contract or agreement with their Employer concerning the conditions of employment or varying the terms and conditions of employment contained herein; and

(c) **No Employee to be Asked**

No employee shall be asked to make a written or verbal agreement with the Company covering hours of work, wages or conditions during the life of this Agreement, which vary the terms and conditions of employment contained herein.

1.02 DEFINITION OF EMPLOYEE

The term "employee" as used in and for the purpose of this Agreement shall include all employees at 6501 Sprout Street, Burnaby, BC except office, sales, programming, figure skating and soccer staff, as per the LRB ruling dated November 13, 2001.

1.03 EXCLUDED NOT TO WORK

Persons whose regular jobs are not in the Bargaining Unit shall not work on any jobs, which are included in the Bargaining Unit except where:

- (a) A Manager may relieve for breaks or assist if business becomes unexpectedly busy;
- (b) A shift that is not covered for any reason and, a qualified Bargaining Unit member is not available to perform the work or shift;
- (c) To assist in the setting up, cleaning up and serving, for and during banquets, where a qualified Bargaining Unit member is not available to perform the work.

The Employer shall make every reasonable effort to contact appropriate Bargaining Unit Members to cover work that may become available prior to performing such work as set out in this Article.

1.04 WORK RETENTION AND SUB-CONTRACTING

The Company shall not contract out work that is being done by Members of the Bargaining Unit.

ARTICLE 2 - RESERVATIONS TO MANAGEMENT

2.01 COMPANY RIGHTS

The Union recognizes the right of the Company to hire, promote, transfer, demote and layoff employees and to suspend, discharge or otherwise discipline employees for just and reasonable cause, subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided. Such rights shall be exercised in a fair and equitable manner consistent with the terms of this Agreement.

2.02 SUBJECT TO THE PROVISION OF THIS AGREEMENT

The Union further recognizes the right of the Company to operate and manage its business in all respects subject to the provisions of this Agreement.

2.03 REASONABLE RULES

The Union further acknowledges that the Company has the right to make, supplement, alter and enforce reasonable rules and regulations to be observed by employees provided that the rules and regulations are not inconsistent with the provisions of this Agreement.

ARTICLE 3 - UNION SECURITY

3.01

- (a) Deduction of Union Dues

The Company agrees to deduct on a per pay basis, from the earnings of each employee covered by this Agreement, upon receipt of an authorization

signed by each employee, such sum by way of monthly dues, dues in arrears, fines, and/or assessments, as may be fixed by the Local Union's Constitution and Bylaws. The total amount so deducted, with an itemized statement of same in duplicate shall be forwarded to the Union, within fifteen (15) days of said deduction and in the manner provided for in Sub-Section (b) hereof.

(b) **Names and Addresses of Employees Deducted**

The Company shall, when remitting dues, provide the names, addresses, email addresses, if known, telephone numbers and classification of employees from whose wages the deductions have been made, and the amount so deducted from each employee.

(c) **Dues Cheque to Local**

Cheques shall be made payable to the Local Union Secretary-Treasurer and forwarded to the Local Union.

(d) **Familiarization of New Employees**

Each newly hired employee shall be introduced to the Shop Steward at the first opportunity where, when doing so, does not cause undue interruption of the performance of the duties of the Shop Steward. In any event, such introduction shall take place within one (1) week of the date of hiring. The Shop Steward shall provide a copy of the Collective Agreement to the new employee(s) and shall familiarize the new employee(s) with the terms and conditions as set out in the Collective Agreement. Further, such introduction shall normally be for a period of fifteen (15) minutes and shall be conducted on Employer paid time for both the new member and the Shop Steward.

(e) **Union Dues on T-4 Slip**

The Company agrees to show on each employee's T4 slip, the amount of Union dues collected.

3.02 UNION MEMBERSHIP IS A CONDITION OF EMPLOYMENT

All present employees who are Members of the Union and all future employees must, as a condition of employment, maintain Union membership in good standing and each employee will be required to sign the prescribed authorization form authorizing the Company to implement the provisions of Section 3.01(a) hereof, and the Union agrees to indemnify the Company and hold it harmless against any claim which may arise in complying with the provisions of this Article. Initiation fees for new employees will start after they have worked three (3) days in a month. Dues deductions for new employees will start from the first day worked.

3.03 ACCESS BY UNION REPRESENTATIVE

The Union Representative(s), duly authorized, shall be allowed reasonable access to the Company's premises provided sufficient advance notice is given the Company whenever possible.

3.04 TIME OFF TO HANDLE GRIEVANCES

The Departmental Shop Steward selected by the Union and recognized by the Company shall be allowed reasonable time off during working hours where it is required in connection with the handling of a grievance provided that permission is received in advance from their Supervisor. Such permission shall not be unreasonably withheld and time spent in handling grievances shall be considered time worked.

3.05 NOT REQUIRED TO SIGN FURTHER AUTHORIZATIONS

Refusal on the part of any employee to sign any authorization for deduction except as provided in this Agreement, shall not be cause for dismissal.

3.06 CONSULTATION WITH CHIEF STEWARD

Except in cases of emergency, the Company agrees to consult with the Chief Shop Steward, prior to discharging, laying off, transferring, promoting or demoting any employee. The Company further agrees that such consultation should occur at least forty-eight (48) hours prior to the changes referred to herein taking place.

3.07 UNION BULLETIN BOARD

The Company will provide a bulletin board in the breakrooms. Material may be posted only upon the authority of the Executive Committee of the Union.

3.08 UNION MEETINGS

The Company agrees that all employees shall be allowed one (1) hour, twice per year, on Company time to attend a Union meeting conducted by the Union.

3.09

(a) Paid Education Leave

The Company agrees to pay into a special fund two cents (2¢) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave shall be for upgrading the employee's skills in all aspects of trade union functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, Unifor, effective from date of ratification. Cheques shall be made payable to:

Unifor Leadership Training Fund
115 Gordon Baker Road
Toronto, ON M2H 0A8

The Company further agrees that Members of the Bargaining Unit, selected by the Union to attend such courses, shall be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12)-month period from the first day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

(b) Local Union Training and Leave Fund

The Employer agrees to pay into a special fund one cent (1¢) per hour for all regular hours worked. The fund is for Local leadership training and leave. Remittances shall be paid the tenth (10th) of the month following the time worked. The cheque shall be made out to Unifor Local 3000 and sent to:

Unifor Local 3000
326 - 12th Street, 1st Floor
New Westminster BC V3M 4H6

3.10 COPY OF THE AGREEMENT

The Company agrees to provide a copy of the Collective Agreement, printed in a Union Shop in a pocket-sized form, to all employees. In addition, the Company shall provide an updated booklet of all benefit plans incorporated into this Collective Agreement.

ARTICLE 4 - HOURS OF WORK

4.01 DEFINE

No employee shall be required to work for a greater number of hours than:

- (a) eight (8) consecutive hours in any one (1)-day; or
- (b) five (5) consecutive days in any seven (7)-day period; or
- (c) forty (40) consecutive hours in any five (5)-day period.

except in case of emergency when an employee can be requested to work overtime.

4.02 SHIFTS

(a) Recognized Shift

No employee shall be scheduled for less than six (6) hours in any one (1) day. The recognized shifts shall be six (6), seven (7) or eight (8) hours.

The scheduling of a seven (7) hour shift is for the sole purpose of building six (6) hour shifts into seven (7) hour shifts.

(b) Offer by Seniority

The Company agrees to offer these shifts to an employee as provided in Article 4.03.

(c) Night Shift Premium

Employees in the Repair and Maintenance, Janitorial and Icemaking Departments shall receive a premium of one dollar (\$1.00) for all hours worked between 11:00 p.m. and 7:00 a.m.

(d) **Shift Backfill**

Notwithstanding the provisions as set out in Article 4.03 where shifts become available due to employee absence due to sickness, or any other leave as set out in this Agreement, expected or unexpected, those vacate shifts shall be filled by Bargaining Unit Members within the Classification and or Department where the vacant shift arose in seniority order. Only shifts that remain unfilled shall be filled by casual workers. These are not shifts that become available due to the block scheduling system but ones that arise in an unexpected and incidental manner.

The application of this provision is to allow senior employees the opportunity to work either longer or more preferable hours on days where regular employees become absent unexpectedly. The Employer shall make every reasonable effort to allow for senior employees to cover the longer or more preferable shift. However, in a case where a senior employee is unable to work the vacant shift, or no qualified employees are available, the Employer shall contact the most senior available casual employee to cover the work. Further, the application of this Article is not meant to create an undue administrative burden on the Employer and, as a result, every reasonable effort will be made by the Employer in the application thereof.

4.03

(a) **Assignment of Shifts by Seniority**

Within Departments, the Company must offer and assign the longest shifts to employees with the most seniority, provided the employees have the ability to fulfil the job requirements. If a more senior employee declines a longer shift in favour of an available shorter shift, then the longer shift shall be again offered on a seniority basis. The Company must offer and assign all scheduled forty (40) hour shifts to the employees with the most seniority before implementing shifts of lesser hours.

(b) **Shift Preference and Days Off by Seniority**

The Company shall give effect to employees' shift preference and days off within a Classification according to seniority.

(c) **Two Consecutive Days Off**

All employees shall receive two (2) consecutive days off in each seven (7) consecutive days.

4.04

(a) **Posting of Hours of Work Schedule**

Departments Other than Food and Beverage

The Company agrees to post the work schedule for the next two (2) weeks and will always have at least two (2) weeks posted at any given time, by Thursday at 5:00 p.m., the week previous to the week in which the two (2)-week schedule is to take effect except as provided below:

- (i) April 1st until the end of Victoria Day and,
- (ii) Labour Day until September 30th.

During the periods in (i) and (ii) the Employer may institute schedules one (1) week in length at the Employer's discretion.

Food and Beverage Departments (Kitchen and Lounge)

The Company agrees to post the work schedule for the next week by Thursday at 5:00 p.m., the week previous to the week in which the schedule is to take effect.

(b) Schedule Information

The schedule shall contain the following information for each scheduled employee:

- Employee's name
- Classification - job title
- Department
- Days worked
- Days off
- Starting and finishing times

(c) Company's Responsibility

It is the Company's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is the responsibility of the employee to inform themselves of the information contained in the posted work schedule.

(d) Copy to Union

The Company will provide the Shop Chairperson with a copy of the work schedule and any changes thereon. All changes to the work schedule shall be dated.

4.05 SCHEDULE'S INTEGRITY

(a) No Change to Schedule Without Consent

Once the schedule is posted it cannot be changed by the Company without the consent of the employee. No substitutions of shifts between employees shall occur without the consent of the Company.

(b) Less Than Eight (8) Hours

Where an employee is scheduled for less than eight (8) hours in a day, the shift cannot be extended unless by consent of the employee.

4.06 GUARANTEE OF HOURS

The Company agrees therefore that the hours posted in accordance with 4.04 are guaranteed unless an employee voluntarily absents themselves for the shift or any part thereof or unless the Company is forced to shut down their operations, or any

part thereof, because of an Act of God (i.e. fire, flood or other natural disaster, etc.).

4.07 MEAL PERIODS

For Seven (7) Hour Shifts

Employee(s) working on six (6) seven (7) or eight (8) hour shifts shall be granted a luncheon period between the third (3rd) and fifth (5th) hour of work of one-half (½) hour on the Company's time. The luncheon period defined therein shall be determined by the Department Manager.

4.08 REST PERIODS

All employees working a shift of seven (7) hours or more duration shall be allowed two (2) fifteen (15) minute rest periods each day on the Company's time. All employees working a shift of six (6) hours or less shall be allowed one (1) fifteen-minute rest period each day. The rest period defined herein shall be determined by the Department Manager.

4.09 MINIMUM REST BETWEEN SHIFTS

The Company agrees that there shall be a minimum of ten (10) hours rest between shifts.

4.10 ATTEND TO PERSONAL BUSINESS DURING MEAL BREAKS

The Company agrees that employees shall be allowed to absent themselves from the premises during the rest and meal periods to attend to personal business. It is understood that employees who absent themselves as set out above, inform their Supervisor prior to leaving the premises and inform their Supervisor upon their return.

4.11 COMPRESSED WORK

Notwithstanding Article 4.01, the Company shall have the right to implement a 4 x 10-hour shift in the Sport Shop Department, Janitorial Department, Maintenance Department and Ice Making Department. Employees working this shift shall be paid at straight time rates. Work in excess of ten (10) hours shall be paid at time and one-half (1½x) for the first (1st) hour and double time thereafter. An employee who is on this shift and is not scheduled for a statutory holiday shall be compensated at ten (10) hours straight time pay provided that the employee otherwise qualifies under Article 7. An employee who is scheduled to work the statutory holiday shall receive ten (10) hours pay in addition to the overtime rate agreed to in Article 7.02.

It is further agreed that the Company can schedule part-time employees in the Repairs and Maintenance, Janitorial and Icemaking Departments for ten (10) hour shifts with the first eight (8) hours at regular time and the next two (2) hours at overtime rates; such shifts are not subject to Article 5.02 or 5.03.

ARTICLE 5 - OVERTIME

5.01 PREMIUMS

- (a) When Premium is Time and One-Half
Hours worked over eight (8) hours in one (1) day or in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1½x).
- (b) When Premium is Double Time
Double time (2x) shall be paid for all work in excess of eleven (11) hours in a day or time worked in excess of forty-eight (48) hours in a week, but excluding from the calculation hours worked in excess of eight (8) in a day covered in 5.01(a) above.
- (c) Double Time for Hours Worked in Excess of Five (5) Days Worked
Hours worked in excess of five (5) consecutive days regardless of the number of hours worked within the said five (5) day period; in which case Article 5.01(b) shall govern.

5.02 OVERTIME IS VOLUNTARY

The Company agrees that all overtime is voluntary.

5.03 OVERTIME DISTRIBUTION

The Company agrees to distribute overtime work in an equitable manner in accordance to an employee's seniority in their Classification in a Department.

5.04 OVERTIME BANKING

The Company agrees that an employee may designate hours worked on an overtime basis to be banked and paid out as paid time off on the basis of one (1) hour overtime worked is equal to the time equivalent of the rate which the overtime worked attracted on the occasion worked. For example, one (1) hour overtime worked equals one and one-half (1½) hours' banked, unless the work attracted double time, in which case the employee will bank two (2) paid hours.

5.05 CALL-IN FROM HOME TO PERFORM SPECIAL DUTIES

- (a) Minimum Overtime Pay
An employee who has completed their scheduled shift and who is called to work to perform specific duties shall be paid at minimum of two (2) hours pay at the applicable overtime rates. The employee shall only be required to perform the specific call in duties and shall be allowed to leave early without penalty.
- (b) Beyond Two Hours
Furthermore, should the specific duties extend beyond two (2) hours, then they shall receive four (4) hours at the applicable overtime rates and they shall be allowed to leave early without penalty.

5.06 OVERTIME ALLOCATION - NOT AN EMPLOYEE'S RESPONSIBILITY

The Company agrees that it is not the responsibility of an employee to allocate or authorize overtime.

ARTICLE 6 - VACATIONS

6.01 VACATION ENTITLEMENT AND PAY

Every employee is entitled to vacations and vacation pay as follows:

(a) One (1) Year or Less

one (1) year or less than one (1) year - one (1) day for each month of completed service, to a maximum of ten (10) days with pay or four (4) percent of gross earnings.

(b) Four (4) Years or More

for four (4) years of service - three (3) weeks vacation with three (3) weeks full pay or six (6) percent of gross earnings (during the twelve (12) months preceding the employee's last anniversary date).

(c) Eight (8) Years or More

for eight (8) years of service - four (4) weeks vacation with four (4) weeks full pay or eight (8) percent of gross earnings (during the twelve (12) months preceding the employee's last anniversary date).

(d) Fifteen (15) Years or More

for fifteen (15) years of service, or more - five (5) weeks vacation with five (5) weeks full pay or ten (10) percent of gross earnings (during the twelve (12) months preceding the employee's last anniversary date).

6.02 VACATION CALCULATION PERIOD AND THE TIMING OF VACATION PAY

(a) Calculated from Date of Hire

An employee's vacation time and vacation pay shall be calculated from their date of hire and subsequent anniversary dates.

(b) Vacation Pay Out Request

Employees can request the number of days/hours they wish to be paid from their vacation accrual on their vacation request form.

(c) Vacation Pay on Layoff

An employee at their discretion may choose to take vacation pay upon layoff.

6.03 VACATIONS IN ADVANCE OF THE EMPLOYEE'S ANNIVERSARY DATE

Subject to the Company's approval as to scheduling, an employee who has completed a minimum of seventy-five percent (75%) of their service time requirement in their vacation year (i.e. employee anniversary date to employee

anniversary date) may arrange to take seventy-five percent (75%) of their vacation with a proportional vacation pay in advance of their anniversary date.

It is understood that after the seventy-five percent (75%) service time requirement is met, a proportionally longer advance vacation with pay may be arranged.

6.04 VACATION PAY ON TERMINATION

Employees who leave the employ of the Company will be paid vacation pay at the time of severance, on the following percentage basis, on the earnings of the employee on which vacation pay has not previously been paid.

Years of Employment	Vacation Pay
One (1) year but less than four (4) years;	Four percent (4%)
Four (4) years but less than eight (8) years;	Six percent (6%)
Eight (8) years but less than fifteen (15) years;	Eight percent (8%)
Fifteen (15) years, or more	Ten Percent (10%)

6.05 EFFECT OF STAT HOLIDAY DURING VACATION PERIOD

Should a Statutory Holiday occur on a normal work day while an employee is on annual vacation, they shall receive an additional day off with pay.

6.06 EFFECT OF DISABILITY BENEFITS DURING VACATION PERIOD

Where during their vacation an employee is otherwise entitled to insured disability benefits they shall be entitled to take their vacation with pay or the portion thereof that has been displaced at another time or at the conclusion of their period of convalescence.

6.07 NO VACATION - NO VACATION PAY

No vacation pay shall be paid for vacations not taken.

6.08 VACATION SCHEDULING

Vacation scheduling shall be arranged during the month of March of each year in accordance with seniority within a Department. The vacation schedule shall be posted by March 1st of each year and confirmed by April 1st. It is agreed that not more than two (2) employees in each Department shall be away on vacation at any one time, unless otherwise mutually agreed to, except during the last week of November and the entire month of December and the three (3) week tournament period end of April through May of each year, where not more than one (1) employee in each Department shall be on vacation unless otherwise approved by the Employer. The Company agrees to allow one (1) employee from the Kitchen and one (1) employee from the Lounge to be scheduled off at any one time in the Food and Beverage Department.

Each employee's schedule shall not be altered unless by mutual consent of the Employer and the employee. Employees who do not apply for vacation periods until after April 1st will be fitted into the remaining available vacation times on a "first come, first served" basis. Employees must schedule their vacations a week at a time. Employees can apply for single days of vacation during the "first come, first served" period. The Company agrees to consult with the Area Shop Steward

on an ongoing basis to facilitate vacation scheduling. The Employer agrees to advise each employee as to the approval of their vacation application made after April 1st within two (2) weeks of the application.

ARTICLE 7 - STATUTORY HOLIDAYS

7.01 QUALIFICATION FOR STATUTORY HOLIDAY PAY

In order for an employee to qualify for Statutory Holiday pay they must have been in the employ of the Company for thirty (30) calendar days and have worked their last scheduled shift before a Statutory Holiday unless they were excused from working that shift for one (1) or more of the following reasons:

- (i) absence due to illness or injury commencing within thirty (30) days immediately prior to the Statutory Holiday;
- (ii) on leave of absence that commenced within the thirty (30) days immediately prior to the Statutory Holiday;
- (iii) on lay-off which commenced within the fifteen (15) days immediately prior to the Statutory Holiday; and/or
- (iv) was, at the employee's request, excused for work on their last scheduled shift before the Statutory Holiday by their immediate Supervisor.

7.02 PAYMENT FOR STATUTORY HOLIDAYS

(a) Designated Holidays

Employees who are eligible for Statutory Holiday pay will receive a normal day's pay for the Statutory Holiday, whether or not they were scheduled for work on the Statutory Holiday. The designated Statutory Holidays shall be:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day

(b) 40 Hours or More

If an employee works an average of forty (40) hours or more per week, they will be paid eight (8) hours pay for the holiday plus pay at overtime rates for time worked on a holiday. An employee who works less than forty (40) hours a week shall have their pay prorated accordingly unless they work on the holiday then they shall be paid for all hours worked plus overtime.

(c) Pay When Holiday Worked

An employee who is scheduled by the Company to work on a Statutory Holiday, shall be paid one and one-half times (1½x) their normal wage rate for any hours so worked, on all Statutory Holidays in addition to the payment provided for in (a) above.

(d) Works More Than Regular Scheduled Hours

An employee who works more than their regularly scheduled hours shall be paid double time and one-half (2½x) for all such additional hours worked.

7.03 STAT HOLIDAY DURING DAY OFF

Employees shall receive another day off, with pay, for any Statutory Holiday that falls on their regular day off.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 GRIEVANCE PROCEDURE

Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement including whether a matter is arbitrable shall be dealt with in the following manner:

- (a) Step 1: The employee concerned may in the presence of their Steward, submit a grievance in writing (with a brief explanation of the circumstances giving rise to the grievance) within thirty (30) calendar days of the employee's knowledge of the incident or occurrence giving rise to the grievance. The Company Supervisor must respond in writing within two (2) calendar days.
- (b) Step 2: Failing satisfactory response in Step 1 and within two (2) calendar days of the Company's written response in Step 1, the Union's Grievance Representative may submit the grievance to the Department Head who shall render their decision within four (4) calendar days, after receipt of the grievance.
- (c) Step 3: Failing settlement at Step 2, and within five (5) calendar days of the Company's written response at Step 2, the Union's Grievance Committee may submit the grievance to the Company's Chief Administrative Officer who shall render their decision within five (5) calendar days, after receipt of the grievance.
- (d) Step 4: Failing satisfactory settlement at Step 3, and within sixty (60) calendar days of the Company's written response at Step 3, the Union may refer the grievance to arbitration.
- (e) If a grievance is not referred to arbitration as per (d) above within the specified time, the grievance shall be considered abandoned and all rights of recourse to the Grievance Procedure shall be at an end. The abandonment of a grievance shall not prejudice future cases of a similar nature.
- (f) The Parties may, by their mutual agreement, agree to extend the above noted time limits.

8.02 DISCHARGE AND OTHER MAJOR GRIEVANCES TO STEP 3

Group, Union, Policy or Discharge Grievances shall be admitted at Step 3 of the Grievance Procedure.

8.03 NO TECHNICAL ERROR

No technical error or omission will render a grievance inarbitrable.

8.04 PROCESSING OF GRIEVANCES

(a) Absence from work shall be permitted where it is required in connection with the handling of a grievance provided that permission is received in advance from the Supervisor. Such permission shall not be unreasonably withheld. Time spent in handling grievances shall be considered time worked.

(b) Disclosure

The Union agrees that grievance forms shall contain details sufficient for the Company to respond. The Company agrees to provide written response which contains sufficient details to enable the Union to respond. The Company agrees that first level Supervisors who made the original decision which is the subject of the grievance shall be available at all levels of the grievance procedure.

(c) No Further Discussion Without Union Consent

The Company agrees that after a grievance has been initiated by the Union, the Company's Representatives will not enter into any discussion or negotiation, with respect to the grievance, either directly or indirectly with a grieved employee without the consent of the Union Representative.

(d) Grievor Attendance

The Grievor may elect to be present at any stage of the Grievance Procedure.

ARTICLE 9 - ARBITRATION

9.01 PROCEDURE

Any grievance arising out of this Agreement which cannot be settled by the Company and the Union, under the grievance procedure as per Article 8 of this Agreement, shall be determined in the following manner:

(a) Single Arbitrator

The Parties agree that a single Arbitrator shall be used as provided for in the Labour Code of British Columbia Act.

(b) Award Within Fifteen (15) Days

The Arbitrator shall hear the Parties, settle the terms of the question to be arbitrated, make their award within fifteen (15) days from the date of the hearing. This time limit may be extended by the mutual agreement of the Parties.

(c) Final and Binding

The decision of the Arbitrator shall be final and binding on both Parties.

- (d) Half the Cost

Each Party shall bear half (½) the cost of the Arbitrator.

- (e) No Authority to Amend

The Arbitrator shall not be vested with power to change, modify or alter any of the terms of this Contract.

9.02 ALTERNATE ARBITRATION PROCEDURE

The Parties agree to incorporate an Alternate Arbitration Procedure into this Article as follows:

- (a) Where 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 the Collective Agreement. The Parties shall agree to the appointment of a Mediator/Arbitrator to:
 - (i) investigate the difference;
 - (ii) define the issue in the difference; and
 - (iii) make written recommendations to resolve the difference within five (5) days of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.
- (b) Notwithstanding anything contained in the forgoing provisions, the Parties agree that only grievances with regard to dismissal or suspension may be referred to a hearing under these provisions unless the Parties are in mutual agreement to refer the matter to a hearing.
- (c) The Parties agree when reference is made to the Alternate Arbitration Procedure, that both Parties will meet in advance of any investigation to define the issues to the person named as investigator.
- (d) Any recommendation of the grievance investigator shall be binding on both Parties unless the Parties mutually agree to send the matter to arbitration.
- (e) Both Parties agree that should this approach be unsatisfactory in the opinion of either Party, the power to make binding decisions will be removed. This will be accomplished by thirty (30) days' written notice by either Party.
- (f) The cost of the Alternate Arbitration Procedure will be shared equally between the Company and the Union.
- (g) The Alternate Arbitration Procedure may be invoked by either Party within thirty (30) days of the Parties failing to reach a mutually satisfactory settlement of the grievance after Step 3 of the grievance procedure.

ARTICLE 10 - DISCIPLINE

10.01 JUST AND REASONABLE CAUSE

The Company agrees that a non-probationary employee can only be disciplined for just and reasonable cause.

10.02 WRITTEN REASONS

The Company shall set out its written reasons for any discipline resulting in the suspension or discharge of an employee.

10.03 SHOP STEWARD SHALL BE PRESENT

The Company agrees that if the Company chooses to implement written discipline, suspension, or discharge on an employee, the Shop Steward shall be present at any meeting between the Company and the employee for the purpose of informing the employee of the Company's choice of action. A Shop Steward is entitled to receive a copy of the discipline letter.

10.04 RECORDED COMPLAINTS

(a) Ten (10)-Day Time Limit on Complaint

No complaint shall be recorded against an employee nor used against them at any time unless said employee and the Union are advised accordingly in writing within ten (10) calendar days of the Company's knowledge of the incident or occurrence giving rise to the complaint.

(b) Written and Verbal Complaint Cancellations

Any complaint recorded against an employee as a written or verbal reprimand shall automatically be cancelled after nine (9) months and may not be held against them thereafter.

(c) Suspension Cancellations

Any mention of a suspension shall be cancelled after twenty-four (24) months, unless another suspension for a similar offence occurs within twenty-four (24) months of the similar former suspension. No mention of the suspension may be raised against the employee thereafter.

10.05 FREEDOM OF INFORMATION

The Company agrees that an employee shall have access to their personnel file. Copies of all entries on file will be made to an employee requesting same but only once per calendar year or during a grievance hearing pursuant to Article 8 of this Agreement. An employee may also register their objection to any inaccurate entries on file which shall also then be included in the file.

10.06 ACKNOWLEDGE OF DISCIPLINE

Whenever an employee signs a document pertaining to discipline, they do so only to acknowledge that they have been notified accordingly and the refusal on the part of the employee to sign an authorization for deduction, except as provided in this Agreement, shall not be cause for discipline.

10.07 RIGHT TO REFUSE TO CROSS PICKET LINE

An employee, covered by this Agreement shall have the right to refuse to cross a legal picket line. Provided that where a dispute in the Province is with respect to a manufacturer or supplier of goods normally supplied to the Company and the goods are conveniently obtained from alternate manufacturers or suppliers and are not of an essential or critical nature, employees have the right to refuse to handle such goods coming from behind a legal picket line. Failure to cross a legal picket line or to handle goods as described above shall not be considered to be grounds for disciplinary action or otherwise to be a violation of this Agreement.

10.08 UNION BUTTON

An employee may wear the union button without being disciplined.

10.09 NO DISCIPLINE FOR REFUSING HOURS

The Company agrees that an employee shall not be disciplined for refusing hours offered beyond those on the posted schedule.

10.10 GARNISHEES

The Company agrees that an employee may not be disciplined in the event there is a pay deduction order made pursuant to Article 10.02.

ARTICLE 11 - HEALTH AND SAFETY AND THE ENVIRONMENT

11.01

(a) **Safety and Health - Responsibility**

The Company agrees that it is the responsibility of the Company to make adequate provisions for the health and safety of employees during the hours of their employment.

(b) **Union and Employees to Co-operate**

The Union and the employees agree that employees share responsibility for their safety and health and agree to cooperate fully with the Company on all matters of health and safety.

11.02 COMPLIANCE WITH HEALTH AND SAFETY LEGISLATION

The Company shall comply with all applicable federal, provincial and municipal health and safety legislation and WorkSafeBC regulations.

11.03 SAFETY COMMITTEE

It is mutually agreed that a Safety Committee consisting of not more than three (3) employees selected by the Union and not more than three (3) Company Representatives will meet not less frequently than once a month at a time to be set by mutual agreement. Minutes of such meetings will be posted on the notice board and a copy forwarded to the Union office. In addition, the Company agrees to pay the lost time of one (1) employee selected by the Union to attend the Union's annual Health and Safety Seminar for a maximum of three (3) days.

11.04 UNION REP TO ACCOMPANY INSPECTORS

When an inspection of the operation is made by an inspector authorized to enforce WorkSafeBC Regulations, the Factories Act, or any Act or Regulations pertaining to industrial health and safety, a Union Representative of the Safety Committee, if available, shall be in the tour, and a copy of the inspector's report shall be made available to the Safety Committee.

11.05 ACCESS TO RECORDS

The Safety Committee and the Representatives thereof shall have full access to accident reports and other health and safety records in the possession of the Company including records, reports and dates provided to and by WorkSafeBC and the Government or its agencies.

11.06 RIGHT TO REFUSE DANGEROUS WORK

Where an employee has reasonable cause to believe that:

- (a) the use or operation of a machine, device or thing would constitute an imminent threat causing injury or illness;
- (b) Report the unsafe condition or procedure.
 - As a worker, you must immediately report the unsafe condition to a Supervisor or Employer.
 - The Supervisor or Employer, must investigate the matter and fix it if possible. If they decide the worker's concern is not valid, report back to the worker.
- (c) If a worker still views work as unsafe after a Supervisor or Employer has said it is safe to perform a job or task, they must investigate further.
 - This investigation must take place in the presence of the worker and a worker Representative of the Joint Health and Safety Committee or a worker chosen by the worker's trade union.
 - If a worker still views work as unsafe.
 - If the matter is not resolved, the worker and the Supervisor or Employer must contact WorkSafeBC. A Prevention Officer will then investigate and take steps to find a workable solution.

11.07 PROTECTIVE CLOTHING SUPPLIED

Protective clothing as required by legislation shall be supplied by the Company to all employees whose duties entail work injurious to their clothing. Employees are expected to take reasonable care of clothing and equipment supplied.

11.08 FREE OF COST TO EMPLOYEE

All coveralls, protective clothing and welder's gloves shall be supplied free of charge to employees by the Company. Employees are required to take reasonable care of clothing and equipment supplied and use them properly.

11.09 SAFETY BOOTS AND SPECIAL FOOTWEAR

The Company agrees to reimburse all employees in the Classifications of Head Icemaker, Ice Maker (with ticket), Ice Maker (non-ticket), Utility Maintenance, Machine Maintenance, Head Janitor and Janitor, upon proof of purchase, for one (1) pair of C.S.A. approved safety boots per contract year, to a maximum of one hundred and sixty-five dollars (\$165.00) per year effective November 1, 2017.

Employees shall be permitted to accumulate their safety shoe allowance over a two (2) year period to a maximum of double the applicable contract year allowance.

11.10 WASHING FACILITIES

Proper washing facilities in a public washroom on the premises shall be provided by the Company and shall include hot and cold water, hand cleanser, towels, wash-basins and toilet paper.

11.11

(a) Lunch Room to be Provided

The Company agrees to provide a lunch room of sufficient size to accommodate the employees.

(b) Staff Drinks

The Company shall provide all staff with coffee, tea, hot chocolate or fountain pop at no cost to the employee and only while on shift, during breaks and meal periods.

11.12 CLOTHING LOCKERS TO BE PROVIDED

Clothes lockers in suitable size shall be provided to employees for the protection of the employees' clothes and personal belongings.

11.13 DAY OF INJURY

An employee injured on the job and unable to continue at work shall be transported to the nearest hospital or to their home at no cost to the employee and shall suffer no loss of wages or benefits for the day of injury.

11.14 DAY OF MOURNING

Each year on April 28th at 11:00 a.m., work will stop and one (1) minute of silence will be observed in memory of workers killed or injured on the job.

11.15 ADEQUATE VENTILATION

The Company agrees that the workplace shall, at all times, be adequately ventilated and specifically agrees that the Sport Shop shall have an adequate air filter system to exhaust skate particles.

ARTICLE 12 - SENIORITY

12.01 DEFINITION

Seniority for all purposes except vacation calculation and severance pay shall be based on hours worked. For vacation and severance pay calculation continuous service from date of hire shall be utilized.

12.02 SENIORITY PRINCIPLE

(a) **Job Security and Job Opportunity to Increase**

The Parties recognize that job opportunity and job security should increase in proportion to length of service. It is agreed that the term "seniority" as used herein, shall have reference to an employee's right to be considered for a job based upon their length of service with the Company and their skill and ability to fulfil the job requirements.

(b) **Application of Seniority**

All promotions, transfers, filling of vacancies, layoffs, and re-hiring after layoffs will be based on seniority providing they have sufficient skill and ability to fulfil the job requirements.

(c) **Probationary Period**

Seniority of each employee covered by this Agreement will be established after a probationary period of three (3) calendar months or backdated to their date of hire within the Bargaining Unit. The Company can request from the Union an extension of the probationary period for up to two (2) additional months. The purpose of the probationary period is to assess the employee's suitability for long term employment. On the next shift following successful completion of the probationary period, the Company agrees to require the employee to make an RRSP application for membership.

12.03 SENIORITY LISTS

The Company shall prepare seniority lists of all employees and present them to the Union within thirty (30) days of the signing of the Agreement. This list will be posted for a period of thirty (30) days, and will establish the seniority, regular rate, Classification and Department of an employee who does not protest their status in writing, within the said thirty (30) days. If there are no protests in the allotted time, the List shall be considered accurate. Said lists will commence with the most senior employee, carry on downwards to the most junior employee, and contain the following information:

1. employee's name;
2. employee's starting date;
3. employee's length of service calculated in total accumulation of hours worked;
4. employee's regular classification and regular rate of pay;
5. probationary employees will also be shown on the list;

6. employee's department.

12.04 SENIORITY LISTS - ADDITIONAL

Additional revised lists will be furnished in January and August of each year as required from time to time. The Union agrees not to request such lists more frequently than once each three (3) months.

The present practice of employees employed in more than one (1) Classification having their hours worked totalled and credited to the Classification with the greater number of hours will continue.

12.05 SENIORITY WILL BE MAINTAINED AND ACCUMULATED

Seniority will be maintained and accumulated during:

- (a) injury or illness,
- (b) all leaves of absences not in excess of ninety (90) days,
- (c) Maternity and Parental Leave in accordance with the Employment Standards Act (Note – seniority calculations will be based on an average hours basis, calculated on a twelve (12) weeks base).

12.06 SENIORITY WILL BE MAINTAINED BUT NOT ACCUMULATED

Seniority will be maintained but not accumulated during:

- (a) periods spent outside of the Bargaining Unit but not more than six (6) months,
- (b) authorized leaves of absences over ninety (90) days,
- (c) absence due to lay-off, but not exceeding twelve (12) months.

12.07 SENIORITY STANDING WILL BE CANCELLED

Seniority standing will be cancelled if an employee:

- (a) voluntarily leaves the employ of the Company,
- (b) fails to return to work following an authorized leave of absence unless the employee was detained for legitimate cause,
- (c) is discharged for just and reasonable cause and not reinstated under the terms of this Agreement.
- (d) fails to return to work within three (3) working days after being recalled from lay-off, without legitimate cause, following verbal or written notice (by registered mail) to the employee,
- (e) was on a continuous lay-off for a period exceeding twelve (12) months,
- (f) was continuously absent for three (3) days without permission of the Company, unless the employee was absent for legitimate cause,
- (g) was outside the Bargaining Unit for more than six (6) months.

12.08 NOTICE OF LAYOFF

In the event of any layoff, two (2) weeks notice of layoff shall be given to each employee or pay in lieu thereof.

It is understood that "pay in lieu thereof" means the equivalent of pay with respect to hours lost as a result of any layoff.

It is further understood that the present practice of some employees who leave early with Management's permission when business is slow does not constitute a layoff under this Agreement.

12.09 LAYOFF PROCEDURE

An employee will be laid off according to their seniority applied on a Classification basis. An employee who has worked in another Classification and has the present skill and ability may "bump" a less senior employee working in that Classification.

12.10 RECALL PROCEDURE

- (a) Employees will be recalled in the inverse order of their layoff by Classification.
- (b) Employees will be notified of recall by telephone, or email. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall, as described above, but no longer than three (3) working days after acknowledging recall, except when by mutual agreement between the Company and the Union that failure to report within the specified time limit was unavoidable. If the employee does not respond to telephone calls or emails or fails to attend the agreed upon recall shift, a registered notice, will be sent to the employee, to the last known address, to confirm a specific recall date. A copy of the notice will be given to the Shop Steward.
- (c) Employees shall have the right to decline to return to work if the Company cannot guarantee two (2) full weeks of employment and the employee shall not forfeit their seniority standing in such case. Employees who permanently decline to return to work will receive written confirmation of that decline, a copy of which will be given to the Shop Steward.

12.11 NO NEW HIRES DURING LAYOFF

New employees will not be hired in a Classification while employees in the same Classification are on lay-off.

12.12 POSSIBLE AVOIDANCE OF LAYOFF THROUGH RE-DISTRIBUTION OF THE AVAILABLE WORK

The Company may either lay-off employees in accordance with this Article or may confer and mutually agree with the Union upon a plan for the equitable distribution of the available work in order to avoid the layoff.

12.13 NOTICE OF THE BEGINNING AND END OF THE WINTER SEASON

The Company shall give the Union and all employees thirty (30) days written notice of the beginning and the end of the winter season.

ARTICLE 13 - JOB SECURITY RELATED MATTERS

13.01 OPERATION CLOSURE

The Company agrees to give two (2) months' notice of the Company operation closing or any Department thereof, to the Union and to the employees affected by the closure. In the event the Company cannot give notice as described herein the Company agrees to pay the affected employees two (2) months' pay.

13.02 SUCCESSOR STATUS

All rights, privileges, obligations and conditions contained herein shall automatically be assumed by any Company who carries on the business of Scotia Barn - Canlan Sports through the sale, lease, sublease, rental, transfer or assumption into receivership of the business carried on at Scotia Barn - Canlan Sports

13.03 SEVERANCE PAY

Upon termination of any employee except for just and reasonable cause the Company agrees to pay one (1) week's severance pay for each year of service. The maximum amount of severance pay entitlement shall be ten (10) weeks' pay.

ARTICLE 14 - JOB POSTING AND JOB AWARDS

14.01 POSTING

Job posting and on the job training opportunities for positions within the Bargaining Unit shall be posted for not less than five (5) working days on all Company bulletin boards. All employees can choose to receive all job postings to be forwarded to an email address of their choice to ensure that they receive all postings while on vacation, a leave of absence, absent due to an accident or illness, absent on a WorkSafeBC claim or on layoff. The Chief Shop Steward and the Union Office shall receive copies of all job postings via email.

14.02 PREFERENCE

Preference for job awards and on the job training opportunities shall be given to senior employees who have the necessary skills and the ability to do the job. Employees awarded jobs in accordance with this provision are subject to a thirty (30) day working probationary-training period.

14.03 AWARDED JOB TO BE POSTED

A copy of the awarded job shall be posted within five (5) days of the award and a copy shall be forwarded to the Union.

The Company shall provide written reasons to the Union for not filling a job vacancy.

ARTICLE 15 - WAGES

15.01 WAGE SCHEDULE

(a) Part of This Agreement

The job Classification and rates of pay listed in the attached Wage Schedule is agreed upon by both Parties, and is a part of this Collective Agreement.

(b) Classified Rate Only

The rates indicated to the job Classification set forth in this Agreement and for any subsequent, mutually agreed to additions hereto, are the agreed upon rates for the jobs whose Classifications are so listed. Any employee working in a Classification shall be paid the listed rate for that job Classification, except as otherwise provided herein.

15.02 NEW JOB CLASSIFICATIONS

(a) Negotiation Process

If any new job Classifications are established the Parties hereto are agreed to negotiate a rate for the job(s) in question.

Pending final agreement on the rate the Company shall set an interim rate for the new Classification. If the final established rate is higher than the interim rate, the established rate shall be retroactive to the establishment of the new Classification.

(b) Failure to Agree

If the Parties are unable to reach agreement, then the dispute will be settled through the Grievance and Arbitration Procedures of this Agreement.

15.03 HIGHER RATE

Except for periods of training as provided for in Article 14.02, any employee performing work classified at a higher rate of pay shall receive such higher rate while performing such work.

15.04 CASHING OUT

The Company shall allow up to twenty (20) minutes on the Company's time to an employee who has the responsibility of "cashing out".

15.05 WAGES EVERY SECOND THURSDAY

Wages shall be paid every second Thursday with a maximum of five (5) working days' held back, in a manner convenient to the Company but in such a way as to eliminate waiting on the part of the employees. Employees will be given a proper statement of all hours, covering each pay period.

15.06 ADVANCES

The Company agrees pay advances may be granted in an emergency situation.

ARTICLE 16 - HEALTH AND WELFARE

MSP Co-Share will increase to 65% Company paid, 35% Employee paid as of April 1, 2008.

1. New hires and existing employees not currently enrolled in the Plan will be eligible to join the Plan provide they meet the eligibility requirement per 16.01 (b).
2. All employees presently participating in the MSP Plan will be "grandfathered" as included in the Plan and will also receive the 65/35 split.

16.01

(a) Benefits Defined

The Company agrees to provide the following benefits for the life of this Agreement:

1. Dental
 - (i) Basic Claim coverage 90%

Claim limit	\$2,000
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 - (ii) Major

Claim coverage	\$2,000
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 - (iii) Orthodontic

Claim limit	\$2,000
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2. Life Insurance

Spouse coverage	\$5,000
Dependent children	\$2,500
Employee	150% of earnings
3. Extended Health

Coverage of up to \$400 every two (2) years for vision care; prescription glasses or contact lenses.
4. Short Term Disability – Weekly Income
 - (i) Benefit Amount – Sixty-six-point seven percent (66.7%) of weekly earnings, to a maximum benefit equal to the Employment Insurance maximum benefit amount.
 - (ii) Qualifying Period – None, if the disability is due to an accident; seven (7) calendar days if the disability is due to an illness.
 - (iii) Maximum Benefit Period – seventeen (17) weeks.
 - (iv) Termination Age – Age seventy (70) or retirement, whichever is earlier.

(b) Eligibility

Employees must consistently maintain an average of two hundred and seventy-three (273) hours or more in a three (3) consecutive month period to qualify for benefits under Article 16.

Where an employee falls below the average two hundred and seventy-three (273) hours for a three (3) consecutive month period the Company will maintain the employee on the Benefit Plan through the current calendar month and through to the last day of the following month.

(c) Cost Share

The Company shall pay the total cost share for the above health and welfare program except for the Dental Plan which shall be cost shared as follows:

Company 80% of premium

Employee 20% of premium

(d) B.C. Medical Plan Regardless of Hours Worked

Notwithstanding any other provision in this Article, the Company agrees that every employee who requests, regardless of hours worked, shall be provided with the B.C. Medical Plan, unless an employee has not worked any hours for the Company for a period of four (4) months.

The cost share shall be deducted for three (3) month periods. If the employee fails to make suitable arrangements for further pre-payments of their cost share then said employee shall not be entitled to further benefits as herein provided.

16.02 R.R.S.P.

The Company agrees to remit:

55¢ less than five (5) years to non-probationary employees

65¢ five (5) years of service or more

75¢ ten (10) years of service or more

85¢ fifteen (15) years of service or more

90¢ twenty (20) years of service or more

for every employee paid actual hours worked to the Union's Group RRSP Plan. The Company is only responsible for the remittance of the contributions and not the Administrator of the Plan.

It is a condition of this Agreement that no employee shall withdraw funds from the RRSP Plan unless and until the employee leaves the employ of the Company.

(Note: This provision covers all employees regardless of hours worked.)

The Company agrees to deposit contributions from the employee within the first (1st) fifteen (15) days following the months the RRSP contributions were earned.

16.03 TUITION REIMBURSEMENT

Upon prior approval of the Company and upon successful completion, the Company agrees to reimburse an employee for tuition costs for courses directly related to their job to a maximum reimbursement of five hundred dollars (\$500.00) per contract year.

16.04

The Company agrees to reimburse Non-Ticketed Ice Makers for fifty percent (50%) of the costs of the Ice Facility Operator (IFO) and Refrigerator Operator (RO) certifications subject to the following conditions:

- (i) Successful passing mark;
- (ii) Certification granted by Technical Safety BC;
- (iii) Remain actively employed with the Company for one (1) year after certification.

Upon completion of the courses and certificates for both the IFO and RO, Non-ticketed Ice Makers will be promoted to Ticketed Ice Makers.

ARTICLE 17 - LEAVES OF ABSENCE

17.01 BEREAVEMENT LEAVE

(a) Immediate Family

In the event of a death in the immediate family of an employee, the Company shall grant five (5) days' leave with pay and an additional two (2) days' unpaid leave. The term "immediate family" shall mean spouse, parents, children, step-children, brothers, and sisters.

(b) Other Than Immediate Family

In the event of a death in the family of an employee the Company shall grant three (3) days with pay and an additional two (2) days' unpaid leave. The term family in this provision shall apply to son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, mother-in-law and father-in-law.

17.02 JURY DUTY

Employees, who have completed their probationary period, who are summonsed or subpoenaed for Jury Selection, Jury Duty, or as a Witness, shall be paid the difference between their regular pay and the pay received for any of the above, for each working day lost while so serving. The employees must show satisfactory proof of receiving the summons or subpoena, and must provide the Company with a statement of the pay received when claiming the pay difference. Employees, released before four (4) hours who would have been otherwise working on the day of such duty, are expected to report for work for the balance of the day.

17.03 COMPASSIONATE LEAVE

(a) Serious Illness in the Family

In the case of serious illness in the family, the Company may grant up to four (4) weeks' compassionate leave of absence without pay.

(b) Unpaid Caregiver Leave

In the event of terminal illness within the immediate family, as defined in Article 17.01, an employee shall be granted an unpaid leave for up to one (1) year to attend to a family member who has a terminal illness.

(c) Immediate Family Defined

Immediate family, with respect to Article 17.03(b) shall mean spouse, children, parent(s) brother(s) or sister(s).

(d) Holiday Pay

At the request of an employee who is off on compassionate leave, that employee shall be paid all outstanding vacation pay on the first pay cheque issued after the request is made.

17.04 LEAVE FOR UNION BUSINESS

(a) Delegate Leave

If any employee of the Company should be elected to act as a Delegate for the Union, they shall be allowed, upon sufficient notification, reasonable leave of absence without pay, for the transaction of Union business; provided that not more than one (1) employee shall be absent at any one time for every fifteen (15) employees or portion thereof.

(b) Leave for Full-Time Union Work

If any employee of the Company should be selected to serve the Union on a full-time basis, they shall be considered, upon sufficient notification, to be on leave of absence without pay or benefits, for a maximum period of six (6) years. They shall be re-employed at the same type of work which they performed prior to their leave of absence and with seniority accumulated provided that not more than one (1) employee be absent at any one time.

(c) Leave for Collective Bargaining

The Employer shall grant leave of absence without loss of pay, benefits and seniority for three (3) Members of the Union Bargaining Committee for the purposes of negotiating a renewed Collective Agreement. It is understood that there will be no overtime paid. In the event the Bargaining Unit increases above one hundred and fifty (150) employees, the Company agrees to grant leave of absence without loss of pay, benefits and seniority for one (1) additional Union Bargaining Committee Member. The above days off with pay per member of the Bargaining Committee will be capped at a total of seven (7) paid days for each Committee Member.

17.05 PARENTAL LEAVE

(a) Leave Duration

The Company shall grant an unpaid leave of absence of up to one (1) year to an employee who has a newborn child or adopts a newborn child.

(b) Prior to Birth

A female employee in her pregnancy shall be granted an indefinite unpaid leave of absence based on her physician's medical advice, in writing duly provided to the Company, prior to childbirth but shall not be required to go on leave of absence until one (1) month prior to the expected delivery date.

(c) Adoption Other Than New Born

An employee who adopts a child (other than a newborn child) shall be entitled to up to six (6) months' leave of absence without pay, commencing either one (1) week prior to the adoption date, or on the adoption date.

(d) Employee to Notify

In the case of parental leave, the employee will advise the Company, in writing, and in advance of the approximate date of the commencement of the leave.

(e) Return to Former Jobs

Employees granted leave under this Section shall return to their former jobs without loss of seniority for up to the periods shown herein.

(f) Benefits to be Paid

During leave for female employees provided for under clauses (a) and (b) above, the Company shall continue to pay the premiums of pension, medical or other benefit plans and the benefits shall remain in full effect for this period.

17.06 PERSONAL LEAVE

An employee requesting Personal Leave not covered otherwise in Article 17 shall request so in writing at least two (2) weeks prior to commencement of leave. The Company shall give written permission or refusal. A refusal by the Company shall give stated reasons for refusal. Such refusal shall not be unreasonably withheld. Copies of the application for leave by the employee and the Company's written response shall be provided to the Union's Shop Steward.

17.07 EARNED PAID SICK LEAVE

(a) All employees will receive sick leave as per the Employment Standards Act. If sick days are eliminated in the Employment Standards Act, the sick leave provisions in the Collective Agreement will revert to the sick leave provisions in the November 1, 2017 to October 31, 2020 Collective Agreement.

- (b) On June 1st of each year, non-probationary employees will accumulate additional days of sick leave up to twelve (12) in a year (including ESA entitlement). The sick days will accumulate at one (1) day per month.
- (c) Up to seven (7) sick days will be carried over from one calendar year to the next. The maximum number of sick days an employee can accumulate at any time is twelve (12).

17.08 DOMESTIC VIOLENCE LEAVE

An employee can take up to five (5) days of paid leave and five (5) more days of unpaid leave per calendar year, if they are impacted by domestic or sexual violence. If necessary, an employee can take up to fifteen (15) more weeks of unpaid leave. This leave also applies to parents of a child or dependent impacted by this kind of violence. Should the provisions of the Employment Standards Act change, the language will be reflected accordingly.

ARTICLE 18 - NO DISCRIMINATION DUE TO UNION ACTIVITY

18.01

The Parties agree that there shall be no discrimination against any employee by reason of their legitimate activities as a member of the Union.

ARTICLE 19 - HONEST CONDUCT

19.01

It is expected that employees within and without the Bargaining Unit will conduct themselves in an honest and straightforward manner.

ARTICLE 20 - ABSENCES

20.01

(a) Notification of Absence

Every employee who is unable to report for work due to illness or injury is obligated to notify the Company, or to have someone else notify the Company on their behalf, prior to the employee's normal reporting time, or as soon after that time as is possible in the circumstances.

(b) Confidentiality of Health Information Respected

The Company agrees that the medical information referred to in this Article shall only disclose illness or disability not the nature or details of said illness or disability.

(c) Times of Medical Information

The Company agrees that medical information once provided, can only be requested after thirty (30) days have elapsed since the last statement was provided.

(d) Unable to Maintain Satisfactory Attendance

In a case where an employee is unable to maintain a satisfactory attendance record, the Company will deal with the problem recognizing that the reasons for the attendance problems may be beyond the control of the employee.

ARTICLE 21 - APPROPRIATE MODE OF DRESS

21.01 REASONABLE MODE

The Company has the right to require that all employees adopt a reasonable mode of dress and appearance. This clothing and the cleaning thereof will be the responsibility of the employee.

The Food and Beverage Department will supply, properly fitting pants and shirts to Cooks in the following manner – Full-time, three (3) pairs of pants and three (3) shirts; Part-time, two (2) pairs of pants and two (2) shirts. The pants and shirts will be replaced on an “as needed” basis.

21.02 UNIFORMS

Where a reasonable uniform is required by the Company, the cost of the uniform shall be borne by the Company. Said uniform shall be worn each shift while on duty and shall include a name tag.

ARTICLE 22 - WORKPLACE HARASSMENT AND DISCRIMINATION

Preamble

The Employer and the Union agree that every worker and Manager working at Canlan has the right to work in an environment free from workplace bullying and harassment. The Parties will work jointly to support education and prevention efforts to address harassment and to promote equity, diversity, inclusion and belonging.

22.01 WORKPLACE BULLYING AND HARASSMENT

- (a) Workplace bullying and harassment is inappropriate conduct or comment that includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated
- (b) Examples of conduct or comments that might constitute bully and harassment include verbal aggression or insults, calling someone derogatory names, harmful hazing or initiation practices, vandalizing personal belonging and spreading malicious rumours.
- (c) Reasonable action taken by a Manager or Supervisor relating to the management and direction of workers or the place of employment in good faith is not harassment.

22.02 HARASSMENT COMPLAINTS

- (a) An employee with an allegation of harassment is called the Complainant and the person who they are making a complaint against is called the Respondent.
- (b) A harassment complaint is not a grievance. The complainant must follow this complaint process.
- (c) All complaints will be kept confidential by the Complainant, the Respondent, the Employer, the Union and Witnesses.
- (d) The Complainant and/or the Respondent (if they are a member of the Union) have the right to Union representation.
- (e) A complainant may try to informally resolve their complaint with the assistance of a Supervisor, Manager, Shop Steward, or Union Representative. If the Complainant is satisfied with the outcome reached at this point, the complaint is resolved.
- (f) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the Complainant and Respondent.

22.03 COMPLAINTS PROCEDURE

- (a) A formal complaint must be submitted in writing within six (6) months of the last alleged occurrence.
- (b) A complaint must be submitted through the Union and/or directly to the General Manager (or the equivalent or designate). When the General Manager has received a complaint, they will notify the Respondent and the Union Representative of the substance of the complaint in writing within fifteen (15) days.
- (c) The complaint must contain the specific instance(s) and date(s) that the alleged harassment occurred, the name of the Respondent, the names of any Witnesses, an explanation of how the action constitutes a violation of Article 22 and the remedy sought.
- (d) The Employer shall assign an Investigator who will investigate the complaint and will be encouraged to complete their report in writing within thirty (30) days.
- (e) The Employer will act to resolve the complaint within ten (10) days of receiving the Investigator's report.
- (f) The Employer will advise the Respondent, the Complainant and the Union, in writing, of the substance of the Investigator's report and the resolution of the complaint.
- (g) If the resolution involves separating employees, reasonable efforts will be made to reschedule the Respondent. The Complainant may agree in writing to be transferred or rescheduled.

- (h) The Employer may take appropriate action, including discipline up to and including termination, against a Complainant if the investigation determines that the complaint is frivolous, vindictive or vexatious.

22.04 APPEAL

- (a) Disputes resulting from actions taken under this Article must be grieved within thirty (30) days of the incident (action) giving rise to a grievance at Step 3 of the grievance procedure.
- (b) The grievance may be submitted through the Union to arbitration.
- (c) If appointed, an Arbitrator may first try to reach a resolution acceptable to the Employer and the Union.

22.05 POSTING

The Employer shall ensure the policies regarding workplace bullying, harassment and discrimination are reviewed at time of hire and annually and that employees are aware the policies are available for their review.

22.06 WORKING AT NIGHT

- (a) The Company agrees that employees can request to be escorted by Company supervision, or their designate, to said employee's transportation in the parking lot or their nearest bus stop and to ensure said employee is safely on their way.
- (b) Well Lit Staff Parking
The Company agrees to provide well lit staff parking for employees.
- (c) Personal Alarm for Employees
The Company agrees to provide a personal alarm, when requested, for each employee.

ARTICLE 23 - GENERAL PROVISIONS

23.01 WORKING CONDITIONS MAINTAINED

No provision of this Agreement shall be used to remove working conditions or reduce wages presently in force.

23.02 DEDUCTIONS AND ASSIGNMENTS

Except as permitted by this Agreement or by law, the Company shall not, directly or indirectly, withhold, deduct or require payment of all or part of an employee's wages by way of a setoff, counterclaim, assignment or for any other purpose.

23.03 FOOD AND BEVERAGE DEPARTMENT - NO AUTHORITY OVER GRATUITY

- (a) The Company agrees that Management has no authority over an employee's gratuity. Further, the Company agrees to honour a gratuity arrangement as decided by the majority of the employees.

- (b) As a matter of course, a fifteen percent (15%) gratuity shall be applied to all functions save and except birthday parties, children's programs and youth sports wind-up parties and programs.
- (c) Function Gratuity Disbursement
 - (i) Scope

Employees who work and/or prepare for a Scotia Barn function shall have, based on pro-rated hours work, access to all of the gratuities collected by the Company for the specific function. This includes bartenders unless the bartender is involved with a cash and carry bar. Under the circumstances of a cash and carry bar the bartender employees shall have complete access to the tips collected in the tip glass only.
 - (ii) Collection and Disbursement

Gratuities shall be distributed by the Company the month following the hosted function on the second paycheque of that month. No employee involved in the function shall suffer loss of gratuities because the Company was unable or unwilling to collect the gratuity. In other words, the Company shall make up the uncollected gratuities.
 - (iii) Administration

Upon twenty-four (24)-hour notice, the Union Shop Stewards Committee, or Local or National Union Representative, shall have access to the Function Contract(s) to verify the gratuity collected by the Company as well as the gratuity disbursement records of the Company.

The Company agrees that any dispute about gratuity collection and/or distribution may be subject to grievance/arbitration including the application, interpretation and operation of this document.

23.04 CASH FLOAT

The Company agrees to provide the cashier and server who handle cash with an adequate cash float as per the present practice.

23.05 UNION HOUSE CARD

The Company agrees to post the Union House Card in a conspicuous place.

23.06 EMPLOYEE ATTENDANCE AT STAFF MEETINGS

- (a) Where an employee is directed by the Company to attend a staff meeting during their regular working hours, the employee shall be compensated at their regular hourly rate for the time spent in such attendance.
- (b) An employee who is directed to attend a staff meeting is not entitled to claim overtime pay for such attendance, unless the time spent in the meeting

results in the employee working more than eight (8) hours in a day, or more than forty (40) hours in a week.

- (c) Where an employee is requested by the Company to attend a staff meeting during their regular days off, the employee shall be compensated at their regular hourly rate for the time spent in such meeting.

23.07 EMPLOYEE RESPONSIBILITY TO MAINTAIN CURRENT ADDRESS

It is the responsibility of the employee to maintain a current mailing address and current phone number with the Union and the Company for purposes of all notices. Such information is confidential, however, the Union, upon request, will be provided with this information.

23.08 EMPLOYEES REQUIRED TO DRIVE ICE RESURFACER'S

Employees required to drive the Ice Resurfacer shall be issued gloves every three (3) months at no cost to the employee.

23.09 LIQUOR CONSUMPTION IN THE DRESSING ROOM

The Company agrees that employees within the Bargaining Unit are not expected or required to enforce the house rules of no consumption of liquor within the dressing rooms. This does not negate the responsibility of employees to report concerns. If the Employer commences selling liquor in dressing rooms, nothing in this Clause will restrict employees from complying with the Liquor Control and Licencing Act (as amended) or any other act or regulation governing licenced liquor sales in dressing rooms.

23.10 GRAVEYARD IS VOLUNTARY AND SECURITY FOR GRAVEYARD EMPLOYEES

If a graveyard shift is implemented it shall be offered in seniority order. Before an employee works their first graveyard shift, the employer will review the appropriate working alone procedures with that employee.

The Employer's policy of having the building cleared of guests before the Manager on duty (or designate) leaves shall continue except under unusual circumstances. Announcements of who the Manager on duty is will be done via radio at each change.

23.11 UNIFORMS

The Employer will be entitled to deduct fifteen dollars (\$15) per clothing article to a maximum of one hundred and fifty dollars (\$150) from employees who do not return Employer supplied uniform articles when requested to do so.

ARTICLE 24 - TECHNOLOGICAL CHANGE

24.01 DEFINITION

The Parties are agreed that "technological change" means:

- (a) the introduction by the Company of a change in its work, undertaking or business, or a change in its equipment or material from the equipment or

material previously used by the Company in its work, undertaking or business; or

- (b) a change in the manner the Company carries on its work, undertaking or business related to the introduction of that equipment or material.

24.02 TECHNOLOGICAL CHANGE - INTRODUCTION

Where the Company introduces or intends to introduce a technological change that:

- (a) affects the terms, conditions or security of employment of any employee;
or
- (b) alters the basis on which the Collective Agreement was negotiated;
 - (i) The Company agrees to notify the Union as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made;
 - (ii) The foregoing notwithstanding, when the security of a significant number of employees is affected, the Company shall provide the Union with at least two (2) month's notice that a technological change is intended, with a detailed description of the change it intends to carry out.

24.03 DATA TO BE PROVIDED

The notice and description mentioned in 24.02 shall be given in writing and shall contain pertinent data, including:

- (a) the nature of the change;
- (b) the date on which the Company proposes to effect the change;
- (c) the approximate number, type and location of the employee or employees likely to be affected by the change;
- (d) the effects the change may be expected to have on the employee's or employee's working conditions, terms of employment, and security of employment;
- (e) all other pertinent data relating to the anticipated effects on the employee or employees.

24.04 NOTICE OF EMPLOYEES AFFECTED

The notice mentioned in 24.02 and the information specified in 24.03 shall also be given to the employee or employees who will be affected by the technological change.

24.05 CONSULTATION

Where the Company has notified the Union of its intention to introduce a technological change, the Parties shall meet within thirty (30) days of the notice, at which time the Union may make representations to the Company.

24.06 REDUCTION IN NUMBER OF EMPLOYEES AS A RESULT OF TECHNOLOGICAL CHANGE

In the event of a reduction of the number of employees as a consequence of technological change, such reduction shall be by seniority.

Employees displaced by technological change may displace other employees in accordance with the bumping provisions of Article 12.09 or may opt for layoff status as provided in Article 13.03.

24.07 RETRAINING

In order to prevent layoffs and displacements of senior employees as a result of technological change the Company agrees to retrain the affected employees for other jobs in other Classifications within the Bargaining Unit held by employees with less seniority if the affected employees are not able to exercise their bumping rights under Article 12.09.

The retraining time shall not exceed thirty (30) days.

ARTICLE 25 COST OF LIVING ALLOWANCE

25.01

During the term of this Agreement, each employee shall receive a cost-of-living allowance (COLA) as set forth in this Section.

The amount of cost-of-living adjustment shall be determined in accordance with changes in the Consumer Price Index on the base 1992 = 100 (Canada), hereafter referred to as the "1992 = 100 (Canada)", hereinafter referred to as the "1991 CPI". In determining the three (3) month average of the indices, the computed average shall be rounded to the nearest 0.1 index point - i.e. .05 and greater rounded upward and less than .05 downward.

The COLA shall be computed using the three (3)-month average of the 1992 CPI for July 2004 to September 2004 as the base period.

The first COLA will compare the CPI for the base period with the three (3)-month average for the October 2004 to December 2004 period.

COLA payments will be quarterly according to the following schedule:

<u>Adjustment Dates:</u>	<u>Comparison Periods:</u>
February 2005	October 2005 to December 2005
February 2006	October 2006 to December 2006

Formula

One cent (1¢) adjustments shall be payable for each 0.0700 change in the 1992 CPI. If the 1992 CPI goes down such that the difference between the base period and the comparison periods is a negative value, the adjustment will be zero (0).

COLA will apply to all compensated hours. All COLA payments will be immediately folded into the base wage.

In the application of the formula set out in the foregoing, the following provisions shall govern in the calculation of COLA:

- The CPI measurement used from November 2005 to October 2006 increase by 3.0 or less, the formula set out above shall not be applied and no increase will take place, for that period. However, should the CPI measurement increase by more than 3.0, the one cent (1¢) adjustments will apply pursuant to the adjustment schedule for each jump beyond the 3.0 measurement.
- The CPI measurement used from November 2006 to October 2007 increase by 3.5 or less, the formula set out above shall not be applied and no increase will take place, for that period. However, should the CPI measurement increase by more than 3.5, the one cent (1¢) adjustments will apply pursuant to the adjustment schedule for each jump beyond the 3.5 measurement.

ARTICLE 26 - RENEWAL AND TERMINATION

26.01

(a) Duration

This Agreement shall be for the period from and including May 1, 2022 to and including April 30, 2025. Thereafter, the 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 British Columbia Labour Relations Code.

(b) Agreement Continues

Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall have given notice of strike and such strike has been implemented or the Company shall have given notice of lockout and such lockout has been implemented, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

(c) The operation of Section 50(2) of the B.C. Labour Code is hereby excluded.

ARTICLE 27 - NO STRIKES OR LOCKOUTS

27.01

The employees shall not strike and the Company shall not lockout during the term of this Agreement.

ARTICLE 28 - DEFINITIONS AND JOB DESCRIPTIONS

28.01 TIME SPAN REFERENCES

References to days, weeks, months or years shall be understood to be calendar days unless otherwise expressly provided in this Agreement. Where a shift covers

two (2) calendar days, e.g. 11 p.m. to 7 a.m., the shift will be said to relate solely to the day in which the majority of its hours fall.

ARTICLE 29 - COMMUNICATIONS COMMITTEE MEETINGS

29.01

In order to maintain a constructive bargaining relationship between the Parties during the life of this Agreement, a Communications Committee shall be established between the Shop Stewards Committee and Management to discuss matters of mutual concern not directly related to the grievance and arbitration provisions contained in the Collective Agreement, Collective Agreement, such as but not limited to, scheduling concerns.

The Parties agree to meet at the call of either Party at reasonable intervals throughout the life of this Agreement.

Minutes from these meetings shall be kept, a copy posted on the bulletin board and a copy mailed to the National Union Office.

Time spent at these meetings shall be considered time worked for the purpose of this Agreement.

APPENDIX A – WAGE RATES

Position	May 1, 2022	May 1, 2023	May 1, 2024
Head Icemaker	\$31.80	\$32.60	\$33.57
Utility Maintenance	\$27.30	\$27.98	\$28.82
Machine Maintenance	\$29.55	\$30.29	\$31.20
Head Janitor	\$24.00	\$24.60	\$25.34

Ice Maker With Ticket	May 1, 2022	May 1, 2023	May 1, 2024
0 to 1300 hours	\$27.15	\$27.83	\$28.66
1301 to 2600 hours	\$28.00	\$28.70	\$29.56
2601 to 4000 hours	\$29.00	\$29.73	\$30.62
4001 + hours	\$30.30	\$31.06	\$31.99

Ice Maker Non-Ticket	May 1, 2022	May 1, 2023	May 1, 2024
0 to 1300 hours	\$22.57	\$23.13	\$23.83
1301 to 2600 hours	\$23.50	\$24.09	\$24.81
2601 to 4000 hours	\$24.00	\$24.60	\$25.34
4001 + hours	\$24.75	\$25.37	\$26.13

Janitor	May 1, 2022	May 1, 2023	May 1, 2024
0 to 1300 hours	\$19.00	\$19.48	\$20.06
1301 to 2600 hours	\$19.50	\$19.99	\$20.59
2601 to 4000 hours	\$20.00	\$20.50	\$21.12
4001 + hours	\$22.00	\$22.55	\$23.23

Head Cook	May 1, 2022	May 1, 2023	May 1, 2024
	\$22.00	\$22.55	\$23.23

First Cook	May 1, 2022	May 1, 2023	May 1, 2024
0 to 1300 hours	\$18.00	\$18.45	\$19.00
1301 to 2600 hours	\$18.50	\$18.96	\$19.53
2601 to 4000 hours	\$19.00	\$19.48	\$20.06
4001 + hours	\$20.00	\$20.50	\$21.12

Second Cook	May 1, 2022	May 1, 2023	May 1, 2024
0 to 1300 hours	\$16.75	\$17.17	\$17.68
1301 to 2600 hours	\$17.00	\$17.43	\$17.95
2601 to 4000 hours	\$17.50	\$17.94	\$18.48
4001 + hours	\$18.00	\$18.45	\$19.00

Dishwasher/Busperson	May 1, 2022	May 1, 2023	May 1, 2024
	\$16.00	\$16.40	\$16.89

Server/Bartender	May 1, 2022	May 1, 2023	May 1, 2024
	\$16.00	\$16.40	\$16.89

Cashier	May 1, 2022	May 1, 2023	May 1, 2024
	\$17.00	\$17.43	\$17.95

Sports Shop Assistant	May 1, 2022	May 1, 2023	May 1, 2024
0 to 1300 hours	\$16.90	\$17.32	\$17.84
1301 to 2600 hours	\$17.25	\$17.68	\$18.21
2601 to 4000 hours	\$17.50	\$17.94	\$18.48
4001 + hours	\$18.30	\$18.76	\$19.32

*Rates increased to be 2% above ESA minimum wage for the duration of the 2022-2025 Collective Agreement.

LETTER OF UNDERSTANDING #1

between
HOSPITALITY INDUSTRIAL RELATIONS
on behalf of
SCOTIA BARN A DIVISION OF CANLAN SPORTS
and
UNIFOR LOCAL 3000

RE: REIMBURSEMENT FOR REFRIGERATION OPERATOR'S COURSE

The Company agrees to reimburse Ice Makers one hundred percent (100%) of the costs after achieving a successful passing mark of the Refrigeration Operator's Course and the Certificate of Competency of the Power Engineers and Boiler and Pressure Vessel Safety Act of the 5th Class Power Engineers Refrigeration Certificate.

The first fifty percent (50%) payment will be paid after the employee has completed one (1) complete year of being an Ice Maker after submitting to the Company the passing marks and the 5th Class Power Engineers Refrigeration Certificate.

The second fifty percent (50%) payment will be paid after the employee has completed two (2) complete years of being an Ice Maker and maintained their certification.

Successful Passing Mark of a Refrigeration Operator's Course and the Certificate of Competency of the Power Engineers Certificate of Competency of the Power Engineers and Boiler and Pressure Vessel Safety Act of the 5th Class Power Engineers Refrigeration Certificate.

The Employer will pay the Power Engineer Certificate renewal fee for non-probationary employees actively employed as an Ice Maker.

This Letter of Understanding applies to:

Head Ice Maker
Ice Maker

Amended this 22nd day of August, 2022.

LETTER OF UNDERSTANDING #2

Between
HOSPITALITY INDUSTRIAL RELATIONS
on behalf of
SCOTIA BARN A DIVISION OF CANLAN SPORTS
And
UNIFOR LOCAL 3000

RE: RECONSTRUCTION WORK

The Union recognizes that construction skills such as plumbing, electricity and carpentry may not be readily available amongst existing Bargaining Unit employees. Therefore, construction trades may be used where construction skills are required for reconstruction work.

- (a) Rate - The janitor rate of pay for reconstruction work will have the general percentage increase applied effective November 1st of each year. Rate is also subject to the 10% new hire reduction where the worker may still be on probation.
- (b) Union Dues - The Company agrees to deduct Union dues in accordance with the Collective Agreement.
- (c) Hours Worked - count for the purpose of calculating seniority.
- (d) Overtime - is being paid in accordance with the terms of the Collective Agreement.
- (e) Availability - Available to all employees in the Bargaining Unit who have the ability to do the work and have indicated to you or your designate that they want the work.

Renewed this 22nd day of August, 2022.

LETTER OF UNDERSTANDING #3

Between
HOSPITALITY INDUSTRIAL RELATIONS
on behalf of
SCOTIA BARN A DIVISION OF CANLAN SPORTS
And
UNIFOR LOCAL 3000

RE: CLARIFICATION OF ARTICLES 4 - HOURS OR WORK; 12 - SENIORITY; 14 - JOB POSTING AND JOB AWARDS WITH RESPECT TO SCHEDULING, THE APPLICATION OF SENIORITY, FILLING OF VACANCIES AND THE POSTING AND AWARDING OF JOBS AND THE PRINCIPLE OF THE MAXIMIZATION OF HOURS OF WORK

The Parties to this Agreement understand that prior to the signing of this letter of understanding, there may have been a misapplication of the above-mentioned articles and recognize that both Parties had a hand in such.

Therefore, the Parties agree to the following as a resolve in order to clarify the foregoing and result in a clear application of the language that benefits both the Members of the Union and Canlan Sports:

1. The Parties agree that employees accrue their seniority from the date of hire based on the number of hours worked and carry their seniority throughout the operation and can apply it in the following manner.
2. An employee shall only be able to exercise their seniority in another Department and/or Classification when a vacancy occurs and is done so as a result of a job posting. For the purposes of this Letter of Understanding and application throughout the Collective Agreement, Departments shall be defined as follows:
 - (a) Sports Store;
 - (b) Janitorial;
 - (c) Icemaking;
 - (d) Repairs and Maintenance;
 - (e) Kitchen/Lounge.

It is understood that a job posting shall normally only occur when a position is either vacated by another employee or is created by the Employer and that such job posting does not affect the application of the "maximization" language as set out in the Collective Agreement. That is to say that where employees can receive additional shifts and/or hours to maximize their total hours of work, employees currently available in Classifications and Departments shall have their hours and shifts maximized before a job is posted.

3. Where an employee exercises their seniority as set in the foregoing, it is understood that the employee who is responding to the job posting does so only for the hours and days spelled out in the job posting.

4. An employee may not apply for a job in another Classification or Department and carry their seniority to that new Classification or Department and displace or, result in a loss of hours for junior workers in that Classification or Department as a result of being declared the successful candidate.

The foregoing is not applicable in the situation of layoffs, departmental closures, or a reduction of hours for employees in Departments where such situations occur. In such cases the language in the respective Articles governing the situations shall prevail.

5. An employee can apply for a vacancy, provided that the vacancy does not conflict with the applicant's hours of work in the Department or Classification where they normally work. Where arrangements can be made to reasonable accommodate an employee in this regard that enables them to accept such a position, those accommodations shall be made pursuant to the Committee language set out below.
6. It is understood that while an employee holds their seniority from date of hire, an employee may not displace or reduce another employee's hours of work in another Department or Classification for any reason other than layoffs, Departmental closures or matters of operational restructuring.
7. Vacant jobs posted are open to all employees and the successful applicant shall be deemed as per the language as set out at Article 12.02 of this Collective Agreement.
8. The Parties agree that all of the foregoing is to enable employees to post for vacant hours and shifts that may become available in other Departments and Classifications in order to maximize their hours of work, without negatively impacting on other Members of the Bargaining Unit or the Employer.
9. To facilitate this Letter of Understanding the Parties agree to strike a "Scheduling Committee" that shall meet two (2) times per year, once in September at the beginning of the winter season, and in May at the beginning of the summer season, prior to the drawing up of the core block schedules for these seasons. The Committee shall review the construction of new work schedules as it relates to the Collective Agreement and the application of the Letter of Understanding.
10. The Committee will also discuss job postings when they are required by the Employer and review applicants who may apply for job postings, to ensure that reasonable arrangements can be made for employees who apply and wish to work in more than one (1) Department and/or Classification.
11. Where reasonable arrangements can be made to accommodate the successful applicant, they shall be made. Otherwise, the employee may choose to forfeit their seniority in their current Department to accept the vacancy as posted or decline whereby the Employer shall choose the next suitable employee to fill the vacancy.
12. The Scheduling Committee shall meet as set out above or more or less frequent as agreed to by the Parties, provided that the provisions of the Collective Agreement and this Letter of Understanding remain intact and in full force and effect.

The Scheduling Committee shall receive copies of all core block schedules for each Department and Classification prior to the implementation of the schedule for the Committee's review. As a part of the terms of reference for the Committee, the Committee shall be charged with the responsibility of monitoring this Letter of Understanding and L.O.U. "X" both for the application of the language of both of the L.O.U.'s and attempt to resolve any issues that may flow from them.

13. The application of this Letter of Understanding is not to allow or entitle employees to overtime as a matter of course. Employees subject to the provisions of this letter are to have their shifts and/or hours maximized as much as possible without attracting overtime. Overtime shall apply in cases where an employee is called in to cover situations that may arise of an unexpected nature or unexpected absences. Employees shall not normally be scheduled by using this Letter of Understanding as a vehicle to accrue overtime.
14. Should this Letter of Understanding over the life of the Collective Agreement resolve any previous problems relating to the application of the aforementioned Articles, the Parties shall meet either during the life of the Collective Agreement or at the next round of Collective Agreement within the respective Articles where they appropriately apply. Otherwise, the Parties may amend it subject to the ratification of the principles to this Collective Agreement.

Renewed this 22nd day of August, 2022.

LETTER OF UNDERSTANDING #4

Between
HOSPITALITY INDUSTRIAL RELATIONS
on behalf of
SCOTIA BARN A DIVISION OF CANLAN SPORTS
And
UNIFOR LOCAL 3000

RE: FOUR AND FIVE HOUR SHIFTS AND THE APPLICATION OF ARTICLE 4

The Parties to this Collective Agreement agree that the Employer may introduce four (4) and five (5) hour shifts as of date of ratification, include Janitors, subject to the conditions outlined below:

1. No employee in the Sport Shop hired prior to 2001 and no employee hired prior to February 17, 2005 will be required to accept or perform four (4) or five (5) hour shifts.
2. All scheduling, shift patterns and practices in place at the time of the ratification and implementation of this Collective Agreement shall continue and no employee as outlined in the foregoing shall have their shift changed or altered to facilitate the introduction of a four (4) or five (5) hour shift.
3. The purpose of this Letter of Understanding is to assist in the building up of shifts and increase business and shall not result in a reduction of work or hours for employees outlined in the foregoing, unless agreed to by such employee strictly on a voluntary basis.
4. In order to clarify Point 2 of this letter, no employee as set out in Point 1 of this Letter of Understanding shall have a current shift/schedule or block of shifts/schedules affected as a result of the implementation of four (4) or five (5) hour shift(s).
5. For the purposes of the application of Article 4 of the Collective Agreement, this Letter of Understanding applies only to employees hired after the ratification and implementation of this renewal Collective Agreement. However, employees as set out in Points 1 and 3 of this Letter of Understanding may voluntarily accept a four (4) or five (5) hour shift(s).
6. Unless otherwise agreed, Article 4 of the Collective Agreement shall apply to all employees except for those as set out at Points 1 and 5 of this Letter of Understanding.
7. For those employees who volunteer as set out at Points 3, 5 and 6, employees may choose four (4) or five (5) hour shifts based on their seniority.

The incorporation of this Article into the Collective Agreement or a renewal of this Letter of Understanding shall be at the discretion of the respective Bargaining Committees at the round of collective bargaining that shall commence as set out at Article 26 of the Collective Agreement.

Renewed this 22nd day of August, 2022.

LETTER OF UNDERSTANDING #5

Between
HOSPITALITY INDUSTRIAL RELATIONS
on behalf of
SCOTIA BARN A DIVISION OF CANLAN SPORTS
And
UNIFOR LOCAL 3000

RE: SOCIAL JUSTICE FUND

Further to our discussion during the 1995 negotiations, the Company agrees to contribute upon receipt of an invoice from the Union, five hundred dollars (\$500.00) to the Social Justice Fund effective on the anniversary date in each year of the Collective Agreement.

The Company agrees to forward the contribution to:

THE BANK OF MONTREAL
TRANSIT No. 2465
ACCOUNT No. 1018-788

The Company undertakes to send a copy of the contribution and the number of employees working at the time of the contribution to the Social Justice Fund at:

Unifor - Social Justice Fund
115 Gordon Baker Road
Toronto, Ontario M2H 0A8

The same information will be forwarded to the Local.

Amended this 22nd day of August, 2022.

ICE BOX LETTER

SCOTIA BARN A DIVISION OF CANLAN SPORTS

And

UNIFOR LOCAL 3000

RE: JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE - TERMS OF REFERENCE

Whereas the Parties discussed the Joint Occupational Health and Safety Committee and the terms of reference contained herein during the bargaining process. Furthermore; it was agreed that there would be a Terms of Reference created that would suit the needs of this group. As such, these terms of reference may be used as a template to construct the aforementioned.

These terms of reference are non-binding and are only meant as a potential framework.

PURPOSE

These Terms of Reference identify the requirements, principles, and procedures of the administration of the Joint Occupational health and Safety Committee (the Committee) and provides a basic method for joint resolution of problems in the workplace in support of a planned and effective Occupational and Health Program at Scotia Barn – Canlan Sports. These principles and procedures provide practical guidance to the Committee and assist all persons and/or groups involved in workplace safety and health. They do not replace either the Act or Regulations.

COMMITMENT

Intent to Conduct a Safe Operation

It is the intent of the Parties to conduct a safe operation. To this end, the Employer agrees to consider any reasonable and practicable suggestions for the improvement of safety practices or for the protection of any employee from safety hazards in the performance of their work.

The Company and the Union commit to educate and support both in policy and action, endeavours to create a safer/healthier workplace environment.

APPLICATION

These terms of reference and procedures apply to the Committee established at Scotia Barn – Canlan Sports

REFERENCE MATERIAL

WorkSafeBC Injury Compensation Amendment Act (BC) - 1999 (Bill 14)

PURPOSE OF THE COMMITTEE

This is a Committee for the purpose of consulting in a co-operative spirit to identify and recommend action regarding safety and health. The goal will be to strive for consensus in the identification of health and safety issues and the development of recommendations for their resolution. This Committee supports and promotes a planned Occupational Safety and Health Program at Scotia Barn – Canlan Sports.

COMMITTEE STRUCTURE

- (a) This Committee structure establishes representation from Scotia Barn – Canlan Sports and employees due to the premise that they both share an equal concern in preventing accidents and injuries arising out of conditions in the workplace.
- (b) The Committee shall consist of Scotia Barn – Canlan Sports and Union Representatives.
- (c) Each member will have equal rights and privileges and will actively participate in the meetings.
- (d) Corporate Safety Officers, when available, will be present to act as a resource and advisor to the Committee and its Members. They shall have no vote.
- (e) The Operations Manager and the Union Chair shall alternate in chairing the Committee.
- (f) Each Committee member must ensure that their alternate(s) is (are) present for any meetings they are unable to attend.
- (g) Scotia Barn – Canlan Sports shall provide a Recording Secretary for every meeting.

RESPONSIBILITIES OF THE COMMITTEE

The Committee shall invite those persons from whom the Committee may require information.

COMMITTEE

- (i) Receive and review safety and health issues
- (ii) Recommend corrective action respecting health and safety of employees
- (iii) Communicate with employees regarding issues raised and the Committee's recommendations and responses

JOINT CHAIRPERSON

- (i) Attend and alternate chairing all meetings, or ensure their alternate is present
- (ii) Ensure the maintenance of an unbiased viewpoint
- (iii) Review minutes before their monthly distribution
- (iv) Arrange meeting place
- (v) Ensure assigned duties to appropriate Parties
- (vi) Prepare & distribute agendas

RESOURCES

- (i) A Representative from Canlan Corporate Safety and Unifor Local 3000 or their Alternate shall act as resources to the Committee
- (ii) Provide advice and guidance on safety issues before the Committee
- (iii) Provide an educational element to Committee meetings as required

FUNCTIONS OF THE COMMITTEE

- (a) Make recommendations for the establishment and enforcement of safety and health policies and procedures.
- (b) Participate in the identification of hazards to safety and health in places of employment, and recommend means of controlling and/or eliminating any hazards.
- (c) Review information from the employees and research material from such other sources as necessary regarding the identification of existing or potential dangers to safety and health at Scotia Barn – Canlan Sports.
- (d) Advise on and promote safety and health programs for the education and information of employees and Scotia Barn – Canlan Sports.
- (e) Review the information from monitoring and measuring procedures, and where necessary make recommendations to Scotia Barn – Canlan Sports.
- (f) Participate in inspections, when required, regarding the safety and health of Scotia Barn – Canlan Sports
- (g) Maintain communication with the originator of complaint/issue on current status of the issue.

AGENDAS & MINUTES

- (a) An agenda format will be adopted by the Committee.
- (b) New agenda items must be received two (2) weeks prior to scheduled meeting date. The Chairs from the Safety Committee shall forward issues to the Alternating Chair of the Committee. These issues shall bear the safety committee's item number and shall include a summary identifying the health and safety issue and efforts taken to resolve the issue.
- (c) Issues submitted after the agenda has been distributed will not be dealt with at the Committee meeting unless prior to the meeting they are deemed emergent by the Chair of the Committee.
- (d) The agenda for the next scheduled meeting will be distributed one (1) week prior to the meeting date.
- (e) All unresolvable Safety Committee concerns forwarded to the Committee must be addressed and recorded by the Committee.
- (f) Draft minutes will be prepared by the Recording Secretary for review by the Chairperson. Distribution will follow as soon as possible.
- (g) Minutes will accurately reflect the issue raised, the recommended corrective measure, and the persons responsible to resolve the issue.

MEETINGS

Using an agenda, the Committee meetings will follow this format:

- (i) Call to order
- (ii) Members present are recorded

- (iii) Introduction of guests
- (iv) Adoption of previous Committee minutes as distributed
- Schedule next meeting date
- (v) Business arising out of the minutes (old business)
- (vi) New business
- (vii) Adjournment

The Committee will amend procedures it considers necessary for the meetings through a Committee majority vote.

Renewed this 22nd day of August, 2022.

SIGNATURES

Signed this 22nd day of August, 2022.

For the Employer:
Scotia Barn - Canlan Sports



Aaron Krantz
General Manager



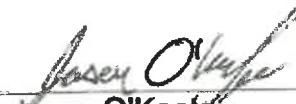
Rita Price
Vice President People & Culture



Kevin Woolliams
Or Behalf of HIR

Juliane Chien
On Behalf of HIR

For the Union:
Unifor Local 3000



Jason O'Keefe
Committee Member



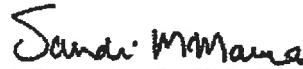
Gord Ryder
Committee Member



Debbie Cook
Committee Member



Ellen-Marie Moreira
Local 3000 Service Representative



Sandi McManus
National Representative