

**COLLECTIVE AGREEMENT**

**between the**

**SERVOMATION INC.**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from February 1, 2011 to January 31, 2015**

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## DEFINITIONS

For the purpose of this Agreement:

- (1) "*bargaining unit*" means the group of employees who are members of the BCGEU as described within the certificate issued by the Labour Relations Board dated the 14<sup>th</sup> day of March 1986, as amended by the Certification issued the 13<sup>th</sup> day of March, 1991.
- (2) "*classification*" means the positions within each department.
- (3) "*department*" means an area of service designated by type of operation performed, i.e. catering, concession, kitchen and stock.
- (4) "*dismissal*" means the separation of an employee from the Employer for cause.
- (5) "*employee*" is a person employed by the Employer who is a member of the bargaining unit.
- (6) "*gratuity*" is a proportion of service charges collected by the Employer and then paid to employees.
- (7) "*leave of absence*" is an absence with permission with or without pay.
- (8) "*major event*" an event designated by the Employer that requires employees of the affected department to be available and scheduled to work. The term Major Events includes, but is not limited to, all BC Lions or CFL football events, all MLS games and concerts. Non –Major Events are events not covered by the term Major Events.
- (9) "*resignation*" means a voluntary notice by the employee that he/she is terminating his/her service on the date specified.
- (10) "*rest period*" means a paid interval which is included in the workday and is intended to give the employee an opportunity to have a rest.
- (11) "*seniority list*" is a listing of all employees by seniority, department and classification.
- (12) "*service charge*" is a charge automatically levied on a customer's or client's bill by the Employer.
- (13) "*shift*" for employees, a shift is the total number of hours worked per day.
- (14) "*spouse*" means the terms spouse, husband or wife as used in the Collective Agreement, or terms and conditions of employment, and shall include common-law spouse.
- (15) A "*common-law spouse*" includes same or opposite sex individuals and is defined as one:
  - where the employee and the common-law spouse have been co-habiting for at least twelve (12) months; or
  - where the employee and the common-law spouse have been co-habiting for less than twelve (12) months, but the employee has claimed the common-law spouse's children for taxation purposes; or
  - where the employee has signed a declaration or affidavit that he/she is living in a common-law relationship.
- (16) "*staffing roster list*" is a listing of all employees in the bargaining unit by department, classification and employee number.
- (17) "*tip*" is a voluntary payment by a customer/client to an employee by cash, credit or debit card.
- (18) "*workday*" is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift.

## ARTICLE 1 - PURPOSE AND SCOPE

### 1.1 Purpose

The purpose of this Agreement is to establish and maintain a harmonious relationship between the Employer and the employee, to provide excellent and efficient service to patrons and to provide an amicable method of settling differences and misunderstandings that may arise, to further the fullest extent possible the safety and welfare of the employees, economy of operation, quality of work done and protection of property.

### 1.2 Bargaining Unit Defined

This Agreement covers all employees of Servomation, Inc. employed at BC Place Stadium, Vancouver, BC, who occupy classifications appearing in the Schedule of Wages attached. This Agreement also covers any new positions falling within the Union's jurisdiction and bargaining unit.

- (a) The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organizational chart for the department where the position is located, a copy of the job description and reason for exclusion.
- (b) If no agreement is reached within thirty (30) days of the notification either party may refer the matter to the Labour Relations Board for a final decision.

### 1.3 Recognition

The Employer recognizes the Union as the sole bargaining authority for all its employees within the bargaining unit as described within the certificate issued by the Industrial Relations Council (Labour Relations Board) and dated the 13<sup>th</sup> day of March, 1991.

### 1.4 Correspondence

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or designate and to the on-site designated steward.
- (b) The Union agrees that all correspondence between the Union and the Employer related to matters covered by this Agreement shall be sent to the General Manager of Servomation Inc. or designate.
- (c) The Employer agrees that a copy of all correspondence between the Employer and any employee in the bargaining unit related to matters covered by this Agreement shall be sent to the President of the Union or designate and to the on-site designate. Copies of all correspondence shall be provided to the union designate at the worksite at the time of mailing.

### 1.5 Representation

- (a) No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to interact.
- (b) No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

### 1.6 Future Legislation

If any article, section, paragraph, clause or phrase of this Agreement is declared or held to be illegal, void or unenforceable by provincial, federal, or other law, or by decision of any court, the remaining portions of this Agreement shall continue to be valid and in full force and effect and the parties shall immediately

meet to review the effect of such change to this Collective Agreement and if necessary attempt to resolve the differences created by such change.

### **1.7 Singular and Plural/Gender**

In this Agreement, whenever the male pronoun (he) is used, it shall be deemed to include the female pronoun (she) or vice versa and whenever the singular is used, it shall be deemed to include the plural and vice versa. Whenever the singular is used in this Agreement the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

### **1.8 Regulations**

The Union recognizes the Employer's right to produce and distribute an Employee Handbook, however, regulations made by the Employer shall not conflict with the terms of this Agreement or applicable legislation.

### **1.9 Existing Working Conditions**

Any working conditions, holiday, benefits, welfare benefits or other conditions of employment at present in force and recognized by both parties which are not specifically mentioned in this Agreement and are not contrary to its intentions, shall continue in full force and effect for the duration of this Agreement.

## **ARTICLE 2 - EMPLOYEE RIGHTS**

### **2.1 Human Rights Code**

- (a) The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.
- (b) The parties will meet and review methods of extending knowledge of the *Human Rights Code* to all employees. The Employer and the Union will cooperate in providing employees with information in the form of brochures, etc. provided by the BC Human Rights Commission, explaining the provisions of the *Human Rights Code*.

### **2.2 No Discrimination for Union Activity**

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion, exercised or practised with respect to any employee for reason of membership or activity in the Union.

### **2.3 Right to Refuse to Cross Picket Lines**

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the applicable labour legislation. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

### **2.4 Non-Related Duties**

Employees shall not perform, nor be required to perform, duties which are not related to the Employer's business.

## **ARTICLE 3 - EMPLOYER RIGHTS**

### **3.1 Employer Rights**

Subject to the provision of this Agreement, the Union acknowledges that the Employer has and retains the sole, exclusive right and responsibility to manage its operation and business as it sees fit, including but not limited to the following:

- (a) To hire employees and to direct the working forces, including the right to decide on the number of employees needed by the Employer, or required for any task, to organize and assign the work, to schedule shifts, or maintain order, discipline and efficiency of all operations.
- (b) To make and to alter from time to time rules and regulations to be observed by all employees. Prior to implementing such rules and regulations the Employer will first advise the Union.
- (c) To discipline or discharge employees for proper cause.

### **3.2 Supervisors Excluded from Bargaining Unit Work**

Supervisors shall not perform work of the bargaining unit; except for purposes of training or in cases of emergency or due to unforeseen circumstances for a short period of time. In these situations if there is sufficient work for a minimum call, every effort shall be made to call in bargaining unit employees. Whenever possible the Employer will notify the Union in advance if it becomes necessary to use non-bargaining unit personnel.

## **ARTICLE 4 - UNION DUES AND RECOGNITION**

### **4.1 Dues and Assessments**

- (a) The Employer shall deduct from the wages of each employee in the bargaining unit an amount equal to the regular dues payable to the Union by a member of the Union. Each employee shall provide, as a condition of continued employment, the Employer with a written authorization to make such deductions and such deductions shall be subject to the *Labour Relations Code* of British Columbia.
- (b) The Employer shall deduct from each employee that is a member of the Union, any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union and remit such money to the Union.
- (c) Deductions shall be a percentage of gross earnings as indicated by the Union and deducted from each employee's biweekly paycheque.
- (d) The Union shall advise the Employer in writing, of the amount of its regularly monthly dues rate. The amount so advised shall continue to be the amount to be deducted until changed by written notice to the Employer signed by the President of the Union. Upon receipt of such notice the changed amount shall be the amount deducted.

### **4.2 Information and Dues Remitted to the Union**

- (a) Union dues so deducted shall be remitted to the President of the Union no later than the 15<sup>th</sup> day of the month following the date of deduction. The Employer shall also provide the Union with a list of names and addresses of employees from whose wages such deductions were made, together with the amount deducted from such employees.
- (b) The Employer shall make available to the Union, member information submitted with each dues tape. This information shall include the following: social insurance number, surname and first name, address, sex, birth date, job classification number, gross pay, month-to-date dues and will be provided to the Union online.

### **4.3 New Employees**

- (a) The Employer shall give a minimum of one (1) week's notice of all orientation sessions to on-site union representatives.
- (b) The Employer agrees that during orientation sessions for new bargaining unit employees, the union stewards will be given a period of fifteen (15) minutes to address such employees.

### **4.4 Income Tax Receipts**

Union dues shall be shown on T4 slips, which will be provided to employees prior to March 1<sup>st</sup>.

#### 4.5 Union Bulletin Boards

The Union shall provide five (5) bulletin boards in the following areas:

- Men's/Women's Change Rooms
- Kitchen Break Room
- Staffing Area
- Third Level Kitchen

The use of such boards shall be restricted to the business affairs of the Union. Such information shall be posted by designated stewards.

#### 4.6 Maintenance of Union Membership

- (a) All employees in the bargaining unit who were members of the Union as of March 13, 1991, shall maintain membership of the Union and all new bargaining unit employees hired on or after that date shall, as a condition of employment, become members of the Union and maintain such membership.
- (b) The maintenance of membership will be subject to the applicable labour legislation.
- (c) The Employer shall provide the Union and the shop stewards, once a month, with a list containing the names of all employees who are demoted, laid off, resigned, suspended or terminated during the previous month.

### ARTICLE 5 - UNION RECOGNITION AND RIGHTS OF STEWARDS

#### 5.1 Stewards and Leave for Steward Duties

- (a) The Employer recognizes the Union's right to appoint shop stewards and the Union shall notify the Employer, in writing, of such appointments. Shop stewards shall attend to their union duties so to not unreasonably interfere with the performance of their duties as an employee, and normally shall attend to grievances after their shift has been completed. A shop steward shall obtain the permission of their immediate supervisor prior to leaving the workstation. Such permission shall not unreasonably be withheld. On resuming normal duties, the shop steward shall notify his/her supervisor.
- (b) *Paid leave with prior permission may be granted for:*
  - (1) investigation of a grievance of an urgent nature and assisting any employee whom the shop steward represents in presenting a grievance in accordance with Article 8 of this Agreement;
  - (2) attending meetings called by Management;
  - (3) investigation of employee complaints of an urgent nature; and
  - (4) two (2) employees to attend meetings of the Labour Management Committee.

#### 5.2 Access for Union Representatives

Union representatives shall be permitted entry to the Employer's operations on approval from an employer's representative in order to carry out their required duties. Union representatives will not interfere with employees during working hours unless permission is granted by the Employer's representatives, who may accompany the union representatives; provided however, that the union representatives shall advise the General Manager in advance to arrange a visit on event days.

#### 5.3 Confidential Office Use

- (a) The Employer shall make available to union representatives and shop stewards, temporary use of an area on non-event days, to conduct confidential investigation of grievances. On event days, the

Employer will endeavour to make an area available for temporary use to conduct confidential investigation of grievances.

- (b) The Employer will provide stewards with a lockable filing cabinet for the stewards' exclusive use.

#### **5.4 Bargaining Unit Meeting Space**

The Employer will cooperate in obtaining from the facility, space for two (2) bargaining unit meetings per calendar year.

#### **5.5 Union Recognition**

When distributing literature at the Employer's place of business, the Union agrees to provide the Employer with a copy prior to circulation and circulate the literature to bargaining unit employees from a location within the stadium, as approved by the Employer.

#### **5.6 Union Pin and Shop Cards**

- (a) While at work, all bargaining unit employees shall have the right to wear the union pin or insignia in a visible position on their uniform, designated by agreement of the Employer and the Union in writing.
- (b) The Employer agrees to place six (6) shop cards at mutually agreeable locations which have been approved by the facility.

#### **5.7 Bargaining Committee**

- (a) The Union Bargaining Committee shall be elected and consist of up to six (6) representatives from the bargaining unit.
- (b) The Bargaining Committee shall consist of one (1) from the Stock Department. One (1) from the kitchen Department, two (2) from the Concession Department and two (2) from the Catering Department.
- (c) Leave of absence to attend preparation and negotiation sessions will be administered in accordance with Article 6.1.

### **ARTICLE 6 - TIME OFF FOR UNION BUSINESS**

- (a) Leave of absence without pay and without loss of seniority may be granted to an employee by the Employer, taking into consideration operation requirements for:
  - (1) an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives to attend to union business which requires them to leave the stadium; and
  - (3) a bargaining unit employee called by the Union to appear as a witness for an arbitration board.
- (b) Leave of absence without loss of seniority will be provided for up to six (6) representatives of the Bargaining Committee as described in Article 5.7(b). In addition, such employees will receive payment only for scheduled shifts that coincide on days of negotiation meetings and the Union shall reimburse the Employer for wage and benefit costs of necessary replacement staff.
- (c) Employees requesting such leave will complete the necessary documentation prior to such leave. With the exception of (a)(2) above, the employees will complete such documentation at least fourteen (14) days prior to the commencement of the leave. The Employer will not unreasonably withhold the granting of such leaves of absence.

- (d) To facilitate the administration of this article, when leave is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for such employee's salary and benefit costs.

## ARTICLE 7 - STRIKES AND LOCKOUTS

The Union agrees that there shall be no strike, walkout or other interruption of work by any employee or group of employees during the term of this Agreement and the Employer agrees that there shall be no lockout during the term of this Agreement.

## ARTICLE 8 - GRIEVANCE PROCEDURE

### 8.1 Procedure

Should a dispute arise between the Employer and any employee or employees regarding the interpretation, application, operation or an alleged violation of the Agreement, including any question as to whether a matter is arbitrable, the dispute shall be considered a grievance and an earnest effort shall be made to settle the dispute in the following manner:

Every effort shall be made by the employee and their supervisor to settle the dispute through forthright discussion. The aggrieved employee shall have the right to have their steward present in such discussion. When the aggrieved employee is a steward, they shall not act as a steward with respect to their own grievance but shall submit the grievance through a union staff representative.

- (a) *Step 1* – In the first step of the grievance procedure, every reasonable effort shall be made to settle the dispute with the employer designate. The aggrieved employee shall have the right to have a steward present at such a discussion. If the grievance is not settled at this step, it may be presented in writing at Step 2.
- (b) *Time Limits to Present Initial Grievance* – An employee may initiate the written grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 8.1(c), not later than twenty-one (21) days after the date:
- (1) on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance;
  - (2) on which he/she first became aware of the action or circumstances giving rise to the grievance.
- (c) *Step 2* – Subject to the time limits in Article 8.1(d), the employee may present a grievance at this level by:
- (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article(s) or clause(s) of the Agreement infringed upon or alleged to have been violated and the remedy or correction required; and
  - (3) transmitting the grievance to the employer designate through the union steward.
- (d) *Time Limit to Reply at Step 2*
- (1) Within fourteen (14) days of receiving the grievance at Step 2, the union steward and the employer designate shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

- (2) The employer designate shall reply in writing to an employee's grievance within seven (7) days of the above noted meeting with the union steward or, if the meeting is waived, within seven (7) days of the date the parties agree to waive the meeting.
- (e) *Step 3* – The union designate may present, or meet with the employer designate to discuss, a grievance and the proposed remedy at Step 3:
- (1) Within twenty-one (21) days after the Step 2 decision has been conveyed to him/her by the employer designate; or
- (2) Within twenty-one (21) days after the employer designate's reply was due.
- (f) *Time Limit to Reply at Step 3* – The employer designate will respond in writing to the Union within twenty-one (21) days of receipt of the grievance at Step 3.

## **8.2 Time Limit - Submission to Arbitration**

Failing a satisfactory solution to the grievance at Step 3, the union representative may advise the Regional Manager, in writing, within thirty (30) calendar days of receiving the Step 3 response, that the grievance is to proceed to arbitration in accordance with the provisions of Article 9 of this Agreement.

## **8.3 Policy Grievance**

The Employer or the Union may submit a policy grievance with respect to any alleged violation of this Agreement and such grievance will be presented in writing at Step 3 of the procedure as set out in this article. A policy grievance must be presented to the General Manager within fifteen (15) calendar days of the event giving rise to the grievance. The authorized representatives of the Employer and the Union shall meet and the grieving party shall be provided a written response to the grievance, by the other party, within fifteen (15) calendar days of receiving the grievance. In the event the matter is not satisfactorily resolved, the grieving party may, within thirty (30) calendar days of receiving the other party's written response, require that the matter be submitted to arbitration in accordance with the provisions of Article 9 of this Agreement.

## **8.4 Discipline and Discharge Grievances**

- (a) If an employee believes they have been unjustly disciplined, suspended or discharged, such employee and shop steward may present a written grievance to the appropriate Department Manager within twenty-one (21) calendar days of the action taken by the Employer. The employee's grievance shall be initiated at Step 3 of the grievance procedure as set out in this article.
- (b) When an employee has been disciplined, the employee and the Union shall be provided a copy of the discipline notice to be placed on the employee's personnel file. If the employee is required to sign, acknowledging receipt of the discipline notice, it is agreed that the employee's signature only confirms receipt of the notice and not acceptance of the validity of the action taken by the Employer.

## **8.5 Time Limits**

If a grievance is not initiated in accordance with the provisions and time limits set out in this article, then such grievance shall be forfeited and waived. The Employer and the Union may, however, mutually agree to extend any of the time limits contained in this article and such agreements shall be in writing.

## **8.6 Resolutions Binding**

Where any grievance is resolved in accordance with the procedures set out in this article, such resolution shall be final and binding on the Employer, the Union and the employee(s).

## **8.7 Administrative Provisions**

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail or other mutually acceptable means.

(b) Grievance replies and notification shall be deemed to be presented on the date on which they are received by the appropriate office of the Employer or Union.

### **8.8 Technical Objections to Grievances**

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error. To this end an arbitration board shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision, according to equitable principles and the justice of the case; provided, however, that this section shall not apply to timeliness errors: see Section 8.5 above.

### **8.9 Deviation from Grievance Procedure**

(a) The Employer agrees that after a grievance has been initiated at Step 2 by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance either directly or indirectly with the aggrieved employee, without the consent of the Union.

(b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to present the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

## **ARTICLE 9 - ARBITRATION PROCEDURE**

### **9.1 Notice to Arbitrate**

Either party to this Agreement may, in accordance with the grievance procedure set out in Article 8, notify the other party, in writing, of its intent to submit to arbitration an unsettled grievance relating to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether the matter is arbitrable.

### **9.2 Arbitrator Selection**

Within fifteen (15) calendar days of receipt of the notice referred to in Article 9.1 above, the Employer and the Union shall meet to select a single arbitrator mutually acceptable to both parties. In the event the parties are unable to agree to a mutually acceptable arbitrator, either party may apply to the Labour Relations Board requesting the appointment of an arbitrator.

### **9.3 Scope of Arbitrator**

An arbitrator selected or appointed in accordance with the provisions of this Agreement, shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or alter, modify or amend any part of the provisions or terms of this Agreement.

### **9.4 Decision Final and Binding**

The decision of the Arbitrator shall be final and binding on all parties to this Agreement.

### **9.5 Costs of Arbitration**

The parties to this Agreement shall jointly bear the cost of the Arbitrator and each of the parties shall bear the cost of their own representatives and witnesses.

### **9.6 Improper Discharge, Suspension or Layoff**

In the event that an arbitrator, selected or appointed in accordance with the provisions of this Agreement, finds that an employee has been improperly discharged, suspended or laid off, the employee shall be reinstated without loss of pay or seniority and with all rights, benefits and privileges which the employee would have otherwise enjoyed. The Arbitrator shall, however, have the authority to order reinstatement of

the employee under such other conditions as the Arbitrator may deem fair and equitable in consideration of all the circumstances, including but not limited to, reinstatement with no compensation.

### **9.7 Time Limit for Decision**

An arbitrator, selected or appointed in accordance with the provisions of this Agreement, shall render a written decision to the parties hereto within thirty (30) calendar days of the date the arbitration hearing is concluded. This time period may be altered with the consent of the parties to this Agreement.

### **9.8 Expedited Arbitration Procedure**

(a) *Labour Relations Code* – The parties, for the purposes of arbitrating unsettled grievances, may agree to utilize the provisions of the *Labour Relations Code* of British Columbia as set out in Subsection (b) below. Following mutual agreement, this procedure will be in lieu of Article 9.2.

(b) *Procedure* – Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, an investigator agreed to by the parties, shall:

- (1) investigate the difference;
- (2) define the issue in the difference; and
- (3) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request.

(c) Should the parties agree to utilize this alternate procedure, then the parties further agree that any resulting recommendation will be binding on the Employer, the Union and the employee(s).

### **9.9 Burden of Proof**

With regard to arbitration cases, directly related to the matter of employee discipline, the burden of proof of just cause shall rest with the Employer.

## **ARTICLE 10 - DISCIPLINE, EMPLOYEE RECORDS & INDEMNITY**

### **10.1 Access to Personnel File**

All employees shall have reasonable access to their individual personnel files and may authorize, in writing, a designated union representative to have such access, provided the authorization is presented to the Employer.

### **10.2 Personnel File Maintenance**

(a) *Copies of Personnel File Entries* – All employees shall be provided a copy of formal appraisals and/or discipline notices placed on their personnel file.

(b) *Time Limit for Maintaining Notices on File* – All notices pertaining to discipline or warnings will be maintained on an employee's personnel file for a period not to exceed twelve (12) months from the date it was issued, provided there has not been a further infraction.

(c) Where a finding of harassment in accordance with Article 29 has been made, a record of such finding will remain on an employee's file for a period of twenty-four (24) months. The finding will be removed at the expiration of twenty-four (24) months provided there have been no further findings of harassment.

### **10.3 Right to Have a Steward Present**

(a) An employee shall have the right to have union representation present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a

supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her shop steward, providing this does not result in an undue delay of the appropriate action being taken.

(b) Where a supervisor intends to interview a shop steward for disciplinary purposes, the steward shall have the right to consult with a staff representative of the Union and to have the staff representative or alternate present at any disciplinary discussion with supervisory personnel, providing this does not result in an undue delay in the appropriate action being taken.

(c) The shop steward present will be, if available, the steward from the department in which the employee works, unless the employee otherwise requests.

#### **10.4 Probationary Discharge**

Each newly hired employee shall be placed on probation. The Employer, during the probationary period, may release the employee for proper cause and/or unsuitability to perform the duties for which they were hired.

#### **10.5 Right to Grieve Disciplinary Action**

Disciplinary action grievable by the employee shall include written appraisals (if utilized), written censures, and warnings. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should any employee dispute any such entry in their file they shall be entitled to recourse through the grievance procedure. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

#### **10.6 Legal Action**

(a) *Civil Actions*

(1) Except where there has been flagrant or wilful negligence on the part of the employee, the Employer agrees not to seek indemnity against any employee whose actions result in a judgement against the Employer.

(2) The Employer agrees to pay any judgement against an employee arising out of the performance of their duties. The Employer also agrees to pay all legal costs incurred in the proceedings, including those of the employee.

(b) *Criminal Actions* – Where an employee is charged with an offence resulting directly from the proper performance of their duties, and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

(c) *Legal Services* – At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the employee (as long as no conflict of interest arises between the Employer and the employee), or pay the legal fees of the counsel chosen by an employee.

(d) *Notification* – In order that the above provisions shall be binding on the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of event which may lead to legal action against him/her or when he/she first becomes aware that there is a possibility of such action arising.

### **ARTICLE 11 - LABOUR MANAGEMENT COMMITTEE**

#### **11.1 Formation of Committee**

The Employer and the Union agree to establish a Labour Management Committee comprised of two (2) employer and two (2) union representatives and shall enjoy the full support of both parties. The Committee shall meet at the request of either party at a place and time to be mutually agreed. The Committee shall meet at least once every sixty (60) days.

## 11.2 Scope of Committee

The Committee shall be co-chaired by an employer and union representative. The purpose of the meetings shall be to exchange information of mutual interest and to maintain effective union/management relations and to expedite union/management concerns. All minutes of the Safety Committee will be distributed to the Labour Management Committee.

## ARTICLE 12 - PROBATIONARY PERIOD

### 12.1 Newly Hired Employees

All newly hired employees shall serve a probation period during which time the Employer shall assess suitability for continued employment. The probationary period for an employee shall commence on the employee's first shift worked and shall be three (3) calendar months or thirty (30) hours in duration, whichever occurs last.

## ARTICLE 13 - SENIORITY

### 13.1 Seniority

#### (a) *Service Seniority*

- (1) Service Seniority shall be calculated from an employee's date of hire.
- (2) Vacation pay and other benefits shall be calculated on the basis of an employee's service seniority.
- (3) Service with the Employer prior to certification of the Union shall be included in an employee's service seniority.
- (4) Where two (2) or more employees are hired in the same classification on the same day. Their priority on the service seniority list shall be determined by random selection (as agreed between the Union and the Employer).

#### (b) *Classification Seniority*

- (1) Classification seniority shall be calculated from the employee's date of hire into a new classification.
- (2) Employees shall be scheduled in order of their classification seniority.
- (3) Some concession employees are listed in multiple classifications. Those employees will have separate classification seniority for each of the classifications that they are assigned.

### 13.2 Loss of Seniority

An employee shall lose all seniority in the event that:

- (a) they voluntarily terminate their employment;
- (b) he/she is discharged for just cause;
- (c) accepts a position with the Employer which is outside the bargaining unit, except for temporary appointment(s) for less than four (4) months in duration;
- (d) is terminated as a result of the proper application of other articles of this Agreement.
- (e) does not work for more than six (6) months on his/her own accord, providing this person is not on an authorized leave;

- (f) does not return from an authorized leave without providing a reason, on the expiry date of such leave.

### **13.3 Placement on Seniority List**

- (a) The Employer shall maintain both Service Seniority Lists and Classification Seniority Lists.
- (b) All employees shall be placed on the seniority lists in accordance with their service seniority and classification seniority.
- (c) Employees shall be listed in descending order from the employee with the earliest seniority date.
- (d) Where an employee works in more than one classification (such as concessions), that employee shall be listed in each classification in which they are assigned. (Refer to Article 13.1[b][3]).

### **13.4 Seniority Lists**

- (a) The Employer will prepare accurate seniority lists on the first working day following January 1<sup>st</sup> and July 1<sup>st</sup> for each calendar year, and post these lists on the appropriate bulletin board, with the following information: employee's name, start date, employee's classification and hours worked. Any objection to the accuracy of posted seniority lists shall be lodged with the Employer within thirty (30) days of the list being posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement.
- (b) New employees will be added to the appropriate list at the time they attain seniority.
- (c) A copy of these lists shall be sent to the Union and the shop steward.

## **ARTICLE 14 - LAYOFF**

### **14.1 Role of Seniority in Layoff**

In the event of a layoff, employees shall be laid off with as much notice as possible, but no less than fifteen (15) calendar days advance notice by classification in the reverse order of seniority, providing those retained are qualified to perform designated work functions. In the event of Acts of God or emergencies, no notice is required.

### **14.2 Bumping**

- (a) An employee affected by a layoff may bump an employee who has less seniority in the same or lower classification, provided he/she has the necessary qualifications and ability to fill the position.
- (b) For the purposes of scheduling, bumping is allowed within each department; provided, however, that on a non-permanent scheduling basis, the first employee affected may exercise his/her seniority and the next employee affected shall bump the most junior employee in the classification given qualifications, skill, ability and efficiency.

### **14.3 Union Notification**

- (a) *Pre-layoff Notification* – Prior to conducting the layoff, the Employer will notify the Union of this matter. Following notification, the Employer will, upon request, meet with the Union to discuss the layoff.
- (b) *Exploration of Other Options* – The parties agree that all reasonable efforts shall be made to conduct layoffs, with the least disruption and inconvenience to employees, therefore, following the initial meeting the Union will have one (1) week to explore any option prior to meeting with the Employer for a final discussion.

## ARTICLE 15 - TECHNOLOGICAL CHANGE

### 15.1 Notice of Technological Change

Where the Employer intends to introduce technological change, the Employer shall give sixty (60) days notice in writing to the Union and fifteen (15) calendar days notice to those specific employees affected.

### 15.2 Meetings Between Employer and Union

The Employer and the Union shall, within fourteen (14) days of the date of the notice, meet to review the effect of such change and what course of action is to be taken.

### 15.3 Grievance Arbitration Procedure

If the Employer and the Union fail to reach agreement, as set out in Section 15.2 above, the parties agree that the matter shall be referred to either Step 3 of the Grievance Procedure of this Agreement, or under the procedure as outlined in the *Labour Relations Code*, to the Labour Board, but not to both.

## ARTICLE 16 - TRAINING

### 16.1 Purposes of Training

The Employer and the Union agree to promote , whenever possible, the training or retraining of employees to improve their job skills related to the Servomation Inc. Food Services Operations.

### 16.2 Training

(a) *Compulsory Training* – An employee's attendance at a scheduled customer service training course will be treated as a condition of continued employment. When an employee is directed to attend a compulsory training course pertaining to the operations on non-event days, the employee shall be paid at the appropriated hourly rate for a minimum of two (2) hours. Employees directed to attend such compulsory courses must secure, in advance, a written authorization from the Employer authorizing such course and confirming the appropriated rate of pay.

In scheduling an employee for the service training course, the Employer will attempt to accommodate an employee's request for a date based on the employee's schedule of work at another location, or special circumstances.

*Serving It Right* – All Employees agree to acquire certification by the "*Serving It Right Program*", as required by the Province. Probationary employees agree to acquire certification no later than at the end of their probationary period. For employees hired after July 01, 1999, the cost of this program shall be paid by the Employer, on their third anniversary of employment. Employees who are not certified may not be scheduled.

(b) *Non-Compulsory Training* – Costs for training courses or certificate courses that are not compulsory but pertain to the improved operation of Servomation Food Services may be partially paid by the Employer. The Employer may grant leave to allow such education courses, and such leave may be with partial pay.

### 16.3 Education Leave

(a) The Employer may grant unpaid leave to employees enrolling in education courses. Such leave must be requested in writing and the granting of leave is at the discretion of the Employer. Such leave shall not be unreasonably denied.

(b) When an employee goes on approved education leave, upon completion of the leave, they will return to their former classification.

#### 16.4 Labour/Management Committee Role

The Labour/Management Committee may, as required, review trends in training programs for the purposes of evaluating potential employee needs.

### ARTICLE 17 - JOB POSTING

#### 17.1 Postings of Vacancies

(a) The Employer agrees that all vacant bargaining unit positions shall be posted for a period of ten (10) calendar days on the Personnel Office bulletin board, the job line telephone message centre and emailed to all employees' current email addresses. Sufficient copies of all such positions shall be provided to the Union to be posted on union bulletin boards.

(b) The Employer agrees that employees may submit an *expression of interest* letter, to be updated every six (6) months. This shall be recognized as an application for vacancies as they may occur.

#### 17.2 Information on Posting

(a) All job postings shall indicate the following information:

- Nature of position
- Prerequisites required (skills)
- Hourly rate of pay
- Date of posting
- Date of closing
- Equal opportunity Employer notice as agreed upon by the Labour Management Committee

(b) *Time Limit* – The Employer shall fill such postings normally within thirty (30) days. Following this period of time the posting will be deemed to be no longer active.

#### 17.3 Sequence and Priority in Selection

(a) In selecting applicants for job vacancies the Employer shall make the selection in the following sequence:

- (1) From employees with the prerequisite qualifications, skill, ability and efficiency required to perform the job available;
- (2) Where two (2) or more employees have the prerequisite qualifications, skill, ability and efficiency, then seniority with the Employer shall be the determining factor in filling the job vacancy;
- (3) From other sources.

(b) When a vacancy is filled by an existing employee, the employee shall be declared permanent in the new job after a period of ten (10) shifts or two (2) months during which the employee is scheduled, whichever occurs last.

#### 17.4 Transfer or Demotions

The Employer, in considering the transfer or demotion of an employee, shall give due and equitable consideration to the skill, the knowledge and the ability of the employee concerned and their length of service.

#### 17.5 Copies of Posting Awards

The Employer, shall provide the Union and the shop steward with a copy of all job posting awards and shall post such awards on all bulletin boards.

#### 17.6 Classification Listings

Upon request from the Union but not more than once each April 15<sup>th</sup> and October 15<sup>th</sup>, the Employer shall provide to the Union the number of employees in each classification.

**17.7 Rate of Pay for Successful Applicant**

An employee awarded a posted position in accordance with this article shall receive the classified rate for the job as of the date placed in the job. An employee shall be placed in the job awarded as soon as possible taking into account the necessity to fill their former position.

**17.8 Disabled Employees**

In the event that a bargaining unit employee is disabled as a result of an occupational accident while in the employment of the Employer, the Union and the Employer may agree, without regard to other provisions of this Agreement, to give preference to such disabled employee with respect to available work the employee is capable of performing.

**ARTICLE 18 - CONTRACTING OUT****18.1 No Layoff of Employees**

The Employer agrees not to contract out any of the Employer's work presently performed by employees covered by this Agreement which would result in the layoff of or failure to provide work opportunities to bargaining unit employees.

**18.2 Use of Outside Services**

When the Employer requires outside services for the maintenance and/or servicing of their equipment the Employer shall attempt to utilize Canadian union members (or an international union's Canadian affiliate) recognized within the area of such services required.

**18.3 Exceptions**

The Employer has the right to contract for services when:

- (a) The Employer does not have the equipment or facilities necessary to provide the required service; or
- (b) The Employer does not have employees to perform such work or who are qualified in such work; or
- (c) An emergency occurs; or
- (d) Through the use of charitable or non-profit groups, provided that an attempt has been made to exhaust the seniority list; or
- (e) In cases of speciality food requests that cannot be prepared in the Employer's kitchen, due to religious or cultural preferences; provided that the Employer notifies the Union of such situations prior to the function.

The Employer shall give the Union no less than fifteen (15) days advance written notice for use of exceptions in (a), (b), (c) and (e) above. In the case of (d), the Employer agrees to advise the Union's on-site designate when the provisions of this article are to be utilized. This will be done in advance of the event, if the Union's designate is available.

**18.4 Subcontractors**

The Employer shall continue to use the speciality food subcontractors now in use at the stadium: churros/pretzels, cappuccino, Swiss Nuts or replacement operators in these specialities. If the Employer desires to add additional speciality food subcontractors in future, the Employer and the Union will meet on a case-by-case basis.

**18.5 Branded Concepts**

The Employer shall use bargaining unit employees in the branded concept kiosks.

## ARTICLE 19 - HOURS OF WORK

### 19.1 Hours of Work

(a) The Employer may schedule a workweek for employees comprised of forty (40) hours per week and a work shift comprised of eight (8) hours per day, five (5) days per week. This shall not be construed to be a guarantee of the hours of work or days of work for any employee. More than five (5) consecutive days may be worked by mutual agreement between the Employer and the employee.

(b) A shift commencing on one (1) day and continuing into the next day shall be considered work performed on the day the shift commences.

### 19.2 Meal Periods

(a) Regular hours of work should be consecutive, where possible, with the exception of the meal period. Duration of the meal period shall be thirty (30) minutes and is unpaid. Meal periods shall be scheduled as close to the middle of the shift as possible.

(b) When an employee is scheduled for a minimum of five (5) hours, they shall be entitled to a one-half ( ½) hour unpaid meal break within that shift.

(c) Employees who are required to be on telephone call, or to perform work of any kind, shall be paid wages for the meal period.

### 19.3 Rest Periods

Employees who work four (4) or more hours and less than six (6) hours will receive one (1) paid fifteen (15) minute break. Employees who work seven (7) or more hours will receive two (2) paid fifteen (15) minute breaks.

### 19.4 Extend Shifts

Where an employee has indicated availability for less than eight (8) hours in a day, the shift cannot be extended without consent of the employee.

### 19.5 Split Shifts

(a) No employees shall work split shifts except by mutual agreement in advance between the Employer and the employee; provided, however, that the shop steward shall be notified of such shift in advance.

(b) If a shift is to be split, it must be contained within the twelve (12) hours commencing from the start of the shift.

(c) When a split shift is agreed to, the employee will be paid one (1) additional hour at straight-time.

### 19.6 Sign-in

(a) Concession Employees must check in at the designated area, (currently the East Entrance Table), when they arrive for their shift.

(b) All employees must sign in at their designated workstation prior to their scheduled shift commencing. If signed in, an employee's pay will commence from the time their scheduled shift begins.

(c) Head cashiers must check in at the cash room and will be paid from the commencement of their scheduled shift. If signed in, a Head cashier's pay will commence from the time their scheduled shift begins.

### 19.7 Employee Attendance at Staff Meetings

When any employee is directed by the Employer to attend a mandatory staff meeting in conjunction with a shift, the employee shall be compensated at the regular hourly rate for the time spent in attendance. If

the meeting is held on a non-scheduled workday, the minimum pay for such meeting shall be four (4) hours.

### **19.8 Calculation of Work Time**

Work time shall be computed in units of one-quarter ( $\frac{1}{4}$ ) of an hour to the next highest one-quarter ( $\frac{1}{4}$ ) of an hour.

### **19.9 Work Time Records**

- (a) The Employer shall provide time sheets to enable employees to record their time worked for payroll purposes.
- (b) Should any employee disagree with their supervisor as to the accuracy of their work and overtime records, the union official within their jurisdiction shall have the right on reasonable notice, to inspect the employee's work and overtime records.

It is agreed that time sheets shall not be altered without the employee's knowledge.

## **ARTICLE 20 - REPORTING PAY**

### **20.1 Guaranteed Minimum Hours**

An employee reporting to work on time and in a competent manner for work on the call of the Employer shall be guaranteed a minimum of:

- (a) four (4) hours pay at the employee's classified straight-time rate of pay if the employee commences work, or
- (b) two (2) hours pay at the employee's classified straight-time rate of pay if the employee does not commence work.

## **ARTICLE 21 - WORK SCHEDULES AND AVAILABILITY**

### **21.1 Work Schedules**

Employees will be scheduled for work in accordance with the following:

- (a) The Employer will schedule employees in accordance with their classification seniority ranking availability and qualifications in that order.
- (b) Confirmation of work schedules including starting times and estimated shift length shall be provided on Wednesday/Thursday/or Friday of each week. The Employer's payroll week is currently Wednesday to Tuesday. Calling the staffing office to receive a work schedule shall constitute confirmation of an employee's work schedule.
  - (1) Employees must be given no less than five (5) days notice of their work schedule in advance.
  - (2) It is understood and agreed by both parties that scheduling is on a weekly basis.
  - (3) Where a new event arises with less than five (5) days notice or, within 72 hours of the event there is an unexpected increase in event attendance, the Employer will schedule employees in accordance with 21.1(a). If the Employer is unsuccessful in contacting an employee for the new event, or the unexpected increase, then after two (2) hours from the first call to the employee, the next eligible employee will be called as per Article 21.1(a).

- (4) Should a senior employee make a return call to the staffing office and the Employer has not filled the vacancy, the senior employee will be used to fill the vacancy, regardless that the return call was after the two (2) hours from when the initial call was made.
- (5) The Employer will keep proper documentation of confirmation calls such as the scheduled event, the date, time the message was left, the staff member who made the call and the event the employee is being called to work. The call records will be kept for thirty (30) days and will be made available to the Union upon reasonable notice within that thirty day period.
- (c) Work will be offered to employees in classification seniority to their weekly maximum of five (5) days. Upon mutual agreement between the employee and the Employer, an employee may work a sixth (6th) day in the same workweek to a maximum of forty (40) hours in that workweek.
- (d) While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer shall first schedule the maximum number of six to eight (6-8) hour shifts before instituting shifts of six (6) hours or less, based on classification seniority, availability and qualifications.

## 21.2 Availability Requirements

The term Major Events includes, but is not limited to all BC Lions or CFL football games, all MLS games and concerts. Non-Major Events are events not covered by the term Major Events.

- (a) All employees must be available to work the designated Servomation Major Events as a condition of continued employment unless appropriate leave is granted or extenuating circumstances arise.
  - (1) Every employee is responsible to ensure that the Employer has their current mailing and email addresses and telephone number(s). Changes to the employee's contact addresses and numbers must be made to the Employer, in writing, as soon as possible.
  - (2) In November of each year, the Employer will send a return to work form to each employee's current mailing or email address. Return to work forms will also be available at BC Place offices.
  - (3) The return to work form will request each employee to ensure their contact information on file with the Employer is correct and to confirm that he/she is returning to work for the following calendar year.

### *Availability During the Year*

- (1) On or before the 1<sup>st</sup> of each month, the Employer will have availability forms at the BC Place Centerplate staffing office for pick up by the employees. The Employer will also email availability forms if the employee has requested and has provided the Employer with a valid email address. The availability form will designate both the Major and Non-Major events, set ups and move-ins for the following month. (For example: availability forms for the month of February will be available January 1).
- (2) By the 15<sup>th</sup> day of the month, (changing to the 10<sup>th</sup> day of the month effective February 1, 2013) the employee must return the availability form confirming his/her agreement to work the mandatory Major Events and to mark which of the Non-Major events that he/she is available to work.
- (3) If the 15<sup>th</sup> day (changing to the 10<sup>th</sup> day of the month effective February 1, 2013) falls on a Saturday, Sunday or statutory holiday, the availability form will be handed in on the first working day immediately following the 10<sup>th</sup>.

- (4) An employee may submit the availability form in person, by fax, by email or by mail. If the form is submitted by mail, it must be post-marked on or before the 8<sup>th</sup> of the month.
- (5) All employees must be available to work the designated Major Events in each month, except where a leave of absence has been granted prior to the event as per Article 21.4 or the sick leave provisions of Article 21.6 apply or the employee can show there were extenuating circumstances that warrant a leave of absence.
- (6) An employee who does not provide the Employer with their monthly availability form by the 10<sup>th</sup> day of the month will be considered unavailable to work the Non-Major Events of that month. If such employees are called into work an event the calls will be made by classification seniority and qualifications.
- (7) Employees who do not return the monthly availability form for two (2) consecutive months will be considered to have voluntarily terminated their employment unless he/she has worked a Major or Non-Major Event during that two consecutive month period.

#### *Confirmation of Work Schedule*

- (a) An employee who is scheduled to work either a Major or Non Major Event will be contacted as per Article 21.1 to confirm that their attendance at the scheduled event is required. Employees who are not confirmed or contacted to work as per Article 21.1 should consider themselves not scheduled to work the event.
  - (1) Attendance at the Major Event is a condition of continued employment. Once confirmed, an employee who does not show up for Major Event will be disciplined as per Article 21.6 except where a leave of absence has been granted prior to the event as per Article 21.4 or the sick leave provisions of Article 21.6 apply.
  - (2) Once confirmed, an employee who fails to work a shift on a Non-Major Event will be designated as a no show unless appropriate leave is granted as per Articles 21.4 or 21.6 prior to the shift. A no-show employee will be disciplined as per Article 21.6.
  - (3) An Employee who designates that he/she is not available to work all the hours of all of the Non-Major Event(s) will be contacted and scheduled to work only when no other qualified employee can be found.
- (b) Any employee who does not indicate availability for a period of thirty (30) days will be contacted by the Employer requesting availability. An employee must provide their availability form within five (5) working days of being contacted. Failure to respond in a timely manner may be grounds for termination.

#### **21.3 Scheduling out of Classification**

- (a) Employees will be able to elect to work in other classifications for which they are qualified.
- (b) Employees will notify the Employer of such classifications.
- (c) For this purpose, and for each classification, the Employer will keep an auxiliary list of all the employees who choose (and are qualified) to work in that other classification(s).
- (d) When scheduling employees, the Employer shall first call employees within the relevant classification (exhaust the classification seniority list).
- (e) When a classification's seniority list has been exhausted, and the Employer still requires more staff to work in that classification, the Employer shall utilize that classification's auxiliary list.
- (f) The Employer is not required to call an employee on an auxiliary list who is required to work in his own classification.

- (g) Each classification's auxiliary list shall be by service seniority.
- (h) Where an employee works in another classification, that employee will be paid at that classification's rate (whether that classification's rate is higher or lower than the employee's own classification).
- (i) Employees assigned work through the auxiliary list, will not be assigned a classification seniority date for that auxiliary classification.

#### **21.4 Release from Availability Requirements**

Employees may be excused from days of availability if they meet the conditions for authorized leave as set out in this Agreement. In addition employees will be excused for available days, as indicated in Article 21.2 above, for reasons acceptable to the Employer. The Employer will not unreasonably withhold approval.

#### **21.5 Exchange of Shifts**

Employees may exchange assigned shifts within the same classification with the approval of the Staffing Office provided that sufficient notice is given in writing and further provided that there is no increase in cost to the Employer.

#### **21.6 No Show**

- (a) Employees will be noted for no shows under the following circumstances (except as set out in Articles 21.3 and 21.4 above):
  - (1) Failure to confirm an assignment of work, or
  - (2) Failure to work a confirmed shift, or
  - (3) Employees shall be permitted to call in sick on two (2) separate occasions in each year and not be recorded as a "no-show" on a Major Event day if the call is made eight (8) hours or more prior to the start time of a confirmed shift. Thereafter in that year, when an employee calls in sick, he/she shall be recorded as a "no-show" unless he/she provides the Employer with a physician's note to verify that he/she was actually ill on the day(s) in question within five (5) working days of the sick call, except in cases of emergency. The Doctor's note must indicate inability to work and contain a statement whether the employee is able to return to work.
  - (4) Calling in sick for a confirmed shift on a Major Event day with less than eight (8) hours notice shall be recorded as a "no-show" unless the employee provides the Employer with a physician's note, verifying illness on the day in question, within five (5) working days of the sick call or on the next shift worked.

An employee will receive a warning letter from the Employer for his/her first no show in the year. Following his/her second no show in the year, the employee will receive a final letter from the Employer stating that should a third no show occur in the same year that the employee will be terminated.

- (b) Employees scheduled for an event or shift must make every attempt to contact their supervisor, staff office or manager no less than four five (5) hours prior to the beginning of the shift if they cannot report to work.

#### **21.7 Time Off Between Shifts**

Employees are entitled to a minimum ten (10) hours between the time they finish work and the time they begin the next shift.

If overtime worked results in less than ten (10) hours before the next scheduled shift, the employee is entitled to either commence his/her next scheduled shift at the regular time; or ten (10) hours after the overtime was completed and work the remainder of the scheduled shift. Regardless of which option the

employee chooses, the employee will be paid regular pay for the hours worked on this next scheduled shift. The employee must inform his/her supervisor at the end of the overtime hours of when they will be starting this next shift.

### **21.8 Notice Periods**

(a) Employees who are requested to work without proper notification as set out in Article 21.1, above, may decline such work assignment without penalty.

(b) The Employer shall make every attempt to provide twenty-four (24) hours advance notice when necessary to alter an employee's shift assignment. The alteration of shift must be confirmed by the employee. If not confirmed, and the employee appears at the East Airlock at their originally confirmed time, and there is no work available, the employee will be paid the minimum two (2) hour call.

(c) When a Major event is confirmed and scheduled and it subsequently becomes apparent that not all confirmed, scheduled employees are required, staffing levels in the affected classification may be reduced to the required number in the following order:

(1) requests for leaves will be granted in the order received;

(2) requests for leaves by telephone or email received by the Employer in the order they are received.

(3) Employees in the classification will be notified by telephone in the order of the least senior.

(d) *Shift Breaks*

Employees are entitled to a minimum ten (10) hours between the time they finish work and the time they begin the next shift.

### **21.9 Minimum Staffing Requirements**

The Union and the Employer agree to establish a committee comprised of Union and Employer representation to address the concern of minimum staffing requirements, and may recommend and implement such changes as are necessary within three (3) months of this Agreement.

### **21.10 Staffing Roster List**

All employees shall be included on a staffing roster list.

## **ARTICLE 22 - RATES OF PAY AND CLASSIFICATIONS**

### **22.1 Rates of Pay**

The Employer agrees to pay its employees covered by this Agreement and the Union agrees that its members will accept wages for work performed in the various classifications contained in the Schedule of Wages as set forth in Appendix A to this Agreement.

### **22.2 Statutory Contributions**

The Employer shall remit statutory contributions for Canada Pension Plan, Employment Insurance and Workers' Compensation Board premiums.

### **22.3 Vendors' Minimum Rate**

Vendors shall normally be paid on the basis of the commissions outlined in Appendix A of this Agreement, or the Stand Worker rate, whichever is greater.

## 22.4 New Classifications

- (a) When the Employer establishes a new job classification for which no wage rate is presently established, the rate for such new classification shall be established by agreement between the Employer and the Union. The final rate agreed to will be retroactive for the hours worked on the new job.
- (b) In the event the Union and the Employer cannot agree on a wage rate for a new classification, the Employer will assign an interim rate and the parties will proceed to arbitration.

## 22.5 Pay Periods

- (a) There will be twenty-six (26) pay periods in a calendar year. Paydays shall be on a biweekly basis by direct deposit.
- (b) Each employee will give the Company written authorization to direct deposit paycheques into their bank account. Direct deposit employees will receive their pay statements electronically to their email address.
- (c) Manual paycheques will be available for pick-up at the Centerplate staffing office in BC Place from Monday to Friday during the hours of 9:00 am to 3:00 pm. On Major Event days, the paycheques may be picked up after the event and while the office is open.
- (d) An employee has ten (10) days from the date the cheque is issued to dispute the hours or the amount covered in the direct deposit payment with their immediate supervisor. If a cheque has been disputed and a settlement cannot be reached, the employee may have the union staff representative file a grievance within 21 days of when he/she was or should have been in receipt of the direct deposit.

## 22.6 Termination of Employment

Where the employment of an employee is terminated for any reason, all monies due shall be paid following the provisions of the *Employment Standards Act*.

## 22.7 Work in a Higher Classification or Lower Classification

- (a) When an employee is requested to work in a higher classification, or assigned the principal duties of a higher classification, such employee shall be paid the higher rate of pay for all hours worked in the higher classification.
- (b) When an employee is assigned temporarily to perform work in a lesser wage classification on the same day, such employee shall not suffer a reduction in regular rate of pay for any hours worked in the lower classification.
- (c) It is agreed that employees who confirm in advance that they will accept work in a lower classification shall receive payment at the applicable job rate.

## 22.8 Job Classifications

All employees covered by this Agreement shall be classified and paid in accordance with the job classifications as attached to this Agreement.

# ARTICLE 23 - OVERTIME

## 23.1 Overtime Rates of Compensation

- (a) Overtime shall be compensated at the following rates:
  - (1) Time and one-half for the first two (2) hours of overtime on a regularly scheduled workday.

- (2) Double-time for all hours worked in excess of two (2) hours on a regularly scheduled workday.
- (b) No overtime will be paid unless specifically authorised by a Zone Supervisor or other supervisor.
- (c) All time worked in excess of eight (8) hours in a day will be overtime rates which shall be at time and one-half (½) for the first two (2) hours and double-time thereafter.
- (d) All hours worked in excess of forty (40) hours in a week between Sunday (12:01 a.m.) and following Saturday midnight will be at overtime rates which shall be at time and one-half (½) for the first eight (8) hours and double-time thereafter.
- (e) Where an employee does not have thirty-two (32) consecutive hours free from work in a week, he/she will be paid double-time for time worked during the thirty-two (32) hour period.

### **23.2 Recording of Overtime**

Employees shall record starting and finishing times for hours worked including overtime worked in a form determined by the Employer, which currently is the time sheet.

### **23.3 Equitable Distribution of Overtime**

The Employer shall assign overtime on an equitable basis to qualified employees within each classification group.

### **23.4 Refusal of Overtime**

All employees have the right to refuse to work overtime without being subject to disciplinary action, except when required to work such overtime in emergency situations.

In emergencies, the most senior employees at each location shall be offered the overtime in order, and if there are no volunteers, the Employer may require the most junior employees to work the overtime.

### **23.5 Overtime Meal Allowance**

- (a) When an employee is required to work in excess of three (3) hours overtime, immediately before or after completion of his scheduled daily hours, they shall be provided with a meal. A paid meal break of thirty (30) minutes will be given.
- (b) If the employee continues to work overtime beyond three (3) hours, a further meal period of twenty (20) minutes shall be provided upon the completion of an additional four (4) hours worked and upon the completion of every three (3) hours worked thereafter.

### **23.6 No Layoff to Compensate for Overtime**

Employees regularly scheduled shifts shall not be reduced solely as a consequence of overtime, except as provided in Article 21.7 – Time Off Between Shifts.

### **23.7 Callout Provisions**

An employee who is called back to work after working the equivalent of a normal full-time shift (eight [8] hours) shall be compensated for a minimum of three (3) hours at overtime rates.

### **23.8 Rest Interval After Overtime**

The Employer shall make every effort to ensure a rest interval of ten (10) clear hours between the end of overtime and the beginning of the next regular shift.

## ARTICLE 24 - VACATIONS

### 24.1 Vacation Year

The vacation year is January 1<sup>st</sup> to December 31<sup>st</sup>.

### 24.2 Vacation Entitlement

(a) Employees will receive in lieu of vacations and benefits, the following percentages of gross wages earned:

Service	Entitlement
1 <sup>st</sup> year of employment .....	4% of gross earnings
2 <sup>nd</sup> year of employment .....	5% of gross earnings
4 <sup>th</sup> year of employment.....	6% of gross earnings
6 <sup>th</sup> year of employment.....	8% of gross earnings
8 <sup>th</sup> year of employment.....	10% of gross earnings
10 <sup>th</sup> year of employment.....	12% of gross earnings
15 <sup>th</sup> year of employment.....	13% of gross earnings
20 <sup>th</sup> year of employment.....	14% of gross earnings

(b) "*In lieu of payments*" are calculated on the gross pay and paid out each pay cycle.

(c) Employees shall be entitled to unpaid leave of absences equivalent to the respective compensatory rates found in Clause 24.2 (a). Such leave shall be scheduled by mutual agreement between the Employer and the employee.

(d) Vacation pay will normally be paid on each paycheque. At the date of hire or during January of each year, employees may choose to bank their vacation payout on forms provided by the Employer and take their vacation pay a follows:

(1) Employees with less than ten (10) years of service seniority are entitled to one vacation payout per calendar year which will be paid when they take their first vacation period.

(2) Employees with ten (10) or more years of service seniority will receive a minimum of two (2) weeks' vacation pay from their vacation bank for each vacation period taken during the calendar year.

(3) Any remaining banked vacation pay will be paid out at the year's end.

(e) All Employees who have completed probation are entitled to a two (2) week leave of absence without pay for vacation purposes. Requests are granted based on operational needs and requirements, seniority and classification. Vacation for employees over five (5) years seniority may not be granted for a block of more than two (2) consecutive weeks.

## ARTICLE 25 - HOLIDAYS

### 25.1 Paid Holidays

The following have been designated as paid holidays:

Family Day will be a statutory holiday when passed into law.

New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

Any other holiday proclaimed by the federal, provincial or municipal government for the locality in which an employee is working shall also be a paid holiday.

### **25.2 Eligibility**

Employees become eligible for statutory holiday pay after they have been employed for thirty (30) calendar days.

### **25.3 Entitlement**

- (a) Employees who worked fifteen (15) or more of the last thirty (30) days are entitled to be paid their total wages divided by the number of days worked.
- (b) Employees who worked less than fifteen (15) of the last thirty (30) days are entitled to be paid their total wages divided by fifteen (15), excluding overtime.
- (c) Employees who work on a statutory holiday will be paid time-and-a-half for the first eleven (11) hours worked and double-time afterwards and will be given another regular working day off with pay.
- (d) In the case of Christmas Day and New Year's Day, eligible employees shall receive double-time for hours worked and another regular working day off with pay.
- (e) A regular working day for the purposes of this article shall be determined by adding up the hours worked in the thirty (30) days preceding the statutory holiday, and then dividing that number by the number of days worked in that period.

### **25.4 Ethno-cultural day**

- (a) An employee that is eligible for the Good Friday statutory holiday may opt to forgo the time off associated with the leave to recognize an ethno cultural day of their ethnic or cultural background. The ethno cultural day shall be without pay and must be requested at least one month in advance of the requested day off. The Employer will not unreasonably deny the employee's request if staffing for an event is not adversely affected.

## **ARTICLE 26 - SAFETY**

### **26.1 Compliance With Statutes**

The Union and the Employer agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the health and safety of all employees. There shall be full compliance with all applicable statutes and regulations pertaining to the workplace environment.

### **26.2 BC Pavilion Corporation Occupational Health and Safety Committee**

- (a) The Employer and the Union shall participate in the BC Pavilion Facility Health and Safety Committee. The union representatives shall be employees selected by the Union. The number of Servomation union representatives shall be approved by the Committee. The Committee shall meet at such times as it may determine to discuss questions or problems which may arise with respect to the health and safety of the employees, but, in any case, shall meet not less than one (1) time each calendar month.

In the event that there is no Facility/BC Pavilion Committee or the Facility Committee restricts membership to the BC Pavilion employees only, the parties will meet within thirty (30) days to provide alternate structure.

- (b) The Union's representatives on the Committee shall be paid their applicable straight-time rate of pay for all time spent at committee meetings or other approved work of the Committee held during their regularly scheduled working hours. There shall be an equal number of Employer and Union

Servomation employees on the Facility Committee. If either party desires more than two (2) representatives, the Employer and the Union will agree on the number.

(c) Minutes of all committee meetings will be kept and copies posted on the Safety bulletin board. Copies of the minutes will also be distributed to the Servomation Labour/Management Committee.

(d) The Committee shall:

(1) carry out regular safety inspections as required by the Workers' Compensation Board Regulations;

(2) carry out accident investigations as required by the Workers' Compensation Board Regulations;

(3) recommend measures to attain compliance with Workers' Compensation Board Regulations and the correction of hazardous conditions;

(4) determine that the structures, equipment, machinery, tools, methods of operation and work practice are in accordance with the Workers' Compensation Board Regulations;

(5) consider recommendations from the workforce and/or the Employer in respect to industrial health and safety matters and recommend their implementation to the Employer, where warranted;

(6) hold regular meetings in accordance with Section (a) for the review of:

(i) reports of current accidents or industrial diseases, their causes and means of prevention;

(ii) remedial action taken or required by the reports of investigations and inspections; and

(iii) any other matters pertinent to industrial health and safety.

### **26.3 Right to Refuse Work**

(a) If an employee believes, in good faith, that the performance of specific work assigned would endanger their health and/or safety, then they may refuse to perform such work assigned.

(b) Where such refusal is in good faith the employee shall, for the shift involved, be assigned to other work at the equivalent shift rate or relieved of all duties and paid for the remainder of the shift.

(c) Employees abusing the intent of the provisions of this section may be subject to disciplinary action.

### **26.4 Injury Pay Provision**

An employee who has sustained a work-related injury or illness during working hours and is required to leave work for treatment, or is sent home for such injury or illness, shall receive payment for the remainder of the shift at the employee's regular rate of pay.

### **26.5 Transportation of Accident Victims**

Transportation to, and from if required, the nearest hospital for employees requiring initial medical care as a result of an on-the-job accident shall be at the expense of the Employer.

### **26.6 Investigation of Accidents**

(a) The Employer will notify the Safety Committee, as provided in Article 26.2 of each accident or injury and members of the Committee shall perform a joint accident investigation and report to the Union and the Employer on the nature and cause of the accident or injury.

(b) In the event of a fatality the Employer shall immediately notify the President of the Union, or his designate, of the nature and circumstances of the accident.

### **26.7 Protective Clothing and Equipment**

(a) With the exception of footwear and prescription glasses, where the Employer is required, in accordance with Workers' Compensation Board requirements, to provide protective clothing and safety equipment, employees shall wear such clothing and use such equipment as directed by the Employer.

(b) The Employer shall provide a payment of one hundred and fifty dollars every two (2) years to the six (6) Stock Workers who have worked the most hours in the previous calendar year, for the purchase of approved safety footwear. To be eligible for this allowance, employees must purchase and wear approved safety footwear while at work.

### **26.8 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances**

Where employees are required to work with or are exposed to any dangerous goods, special waste, pesticide or harmful substance the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage and/or disposal of same. The Employer agrees to provide the Occupational Health and Safety Committee a complete listing of any and all such substances.

### **26.9 Training**

(a) Where the Employer is required to provide training in the safe operation of equipment, the employees shall undertake such training and obtain certification where required.

(b) Costs of such training or certification shall be borne by the Employer.

## **ARTICLE 27 - EMPLOYEE BENEFITS**

### **27.1 Basic Medical, Dental Insurance & Vision Care Plan**

(a) Employees who work an average of thirty (30) hours per week or more shall be entitled to enrol in basic medical insurance (MSP) at the single, couple or family rate and the Employer's Dental, Insurance and Vision Care Plans. The Employer will make the MSP and benefits forms available to qualified employees.

(b) The average of thirty (30) hours per week or more shall be established from April 1<sup>st</sup> to September 30<sup>th</sup> and October 1<sup>st</sup> to March 31<sup>st</sup>. Employees who work seven hundred and eighty (780) hours or more in these six (6) month qualification periods shall be entitled to coverage for the following six (6) month period.

(c) The Employer shall pay for seventy percent (70%) of the Basic Medical, Dental, Insurance and Vision Care Plans in the first two years of the Agreement (until January 31, 2010) and eighty five percent (85%) of those benefits in the third year of the Collective Agreement.

(d) The Employer shall deduct the employee's share of the benefits premium from the employee's regular pay. Where the employee's regular pay is insufficient to cover the cost of their share of the premium, in order to maintain enrolment in the plans, the employee will pay the Employer for their portion of the premiums.

### **27.2 Break Rooms**

The Employer shall provide Break Rooms in the Stadium as follows, based on the continuing availability and approval of the BC Pavilion Corporation:

- 1<sup>st</sup> Level Kitchen
- Room 228
- Room 414
- Room 440

**27.3 Provided Food**

- (a) The Employer shall provide a wholesome meal on Major Event days.
- (b) During Trade Shows the Employer will provide a wholesome meal at a designated location.

**ARTICLE 28 - GENERAL LEAVES OF ABSENCE****28.1 Requests for Leave**

- (a) An employee may request a leave of absence, without pay, and such request shall be submitted in writing, to the Personnel Manager for approval. Except for unforeseen circumstances, all requests for leaves of absence shall be submitted in writing four (4) calendar weeks in advance of the date the leave is to commence. Approval for such leaves shall not be unreasonably withheld.
- (b) Notwithstanding any provision for the leave in this Agreement, the Employer will grant leave of absence without pay to an employee requesting leave for an emergency, maternity or other acceptable circumstance.
- (c) All leaves of absence shall be considered on the basis of the purpose for the leave and operational requirements and must be approved in writing prior to the commencement date of such leave. Approvals shall be given within two (2) calendar weeks from the leave application submission date.

**28.2 Bereavement Leave**

- (a) In the event of death in the immediate family of any employee, the employee shall be entitled to three (3) scheduled working days' leave of absence with pay at the time of bereavement. The hours paid shall be the hours the employee would have been scheduled on those days.
- (b) "*Immediate family*" shall mean: spouse, parent, child, brother, sister, same or opposite sex common-law spouse, grandparent, mother-in-law, father-in-law and grandchild.
- (c) The Employer shall grant an additional two (2) days of paid bereavement leave where travelling outside of British Columbia is required.

**28.3 Jury Duty**

- (a) Employees shall be granted time off with pay for jury duty, where the jury duty days are scheduled working days. The hours paid shall be the hours the employee would have been scheduled on those days. The employee will be required to provide the Employer with proof of attendance prior to any payment for lost wages.
- (b) Employees, having been granted time off with pay, shall refund to the Employer the full amount of any payment received from the court in respect of such jury duty, not to exceed the maximum pay had they worked. There shall be no pay if they are not scheduled.
- (c) Time spent at Court by an employee, at the request and on behalf of the Employer, in Court actions arising from employment and requiring attendance at Court shall be at the employee's regular rate of pay for all regular hours lost due to such attendance.

**28.4 Pregnancy Leave**

- (a) An employee is entitled to pregnancy leave of up to twenty-six (26) weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the termination of her pregnancy. Such notice will be given at least four (4) weeks prior to the expected due date.
- (c) The period of maternity leave shall commence no earlier than eleven (11) weeks prior to the expected due date. An employee may defer her leave on the written advice of her doctor.

## 28.5 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay. For a birth mother who takes Pregnancy Leave pursuant to Article 28.4 above, the amount of parental leave shall be up to thirty-five (35) consecutive weeks without pay.
- (b) Where both parents are employees of the Employer, the employees can share the twelve (12) months' parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
  - (1) In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 28.4.
  - (2) In the case of a birth father, following the birth and conclude within the fifty-two (52) week period after the birth date.
  - (3) In the case of an adoptive parent, within fifty-two (52) weeks after the child is placed with the parent.
- (e) A leave request pursuant to this article must be supported by appropriate documentation.

## 28.6 Extension of Leaves

Employees who are entitled to leave pursuant to Articles 28.4 and 28.5 shall be entitled to an extended leave of up to an additional six (6) months for health reasons where a doctor's certificate is presented. Such written request must be received by the Employer at least four (4) weeks prior to the expiration of leave taken pursuant to Articles 28.4 and 28.5.

## 28.7 Entitlements Upon Return to Work

- (a) An employee who returns to work after the expiration of maternity, parental, adoption or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (b) On return from maternity, parental, adoption or extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

## 28.8 Special Leave

An employee shall be entitled to special unpaid leave in accordance with the following:

- (a) *Birth or adoption of employee's child* – five (5) calendar days;
- (b) *Attendance at their formal hearing to attain Canadian citizenship* – one (1) calendar day;
- (c) *Employee's marriage* – five (5) calendar days.

## 28.9 Election Acts

An employee will be allowed four (4) clear hours to vote in accordance with the provisions of the *Canada Elections Act* and the *Provincial Elections Act* of British Columbia. The time allowed to vote shall be at the convenience of the Employer in consideration of operational requirements.

## 28.10 Sick Leave

Employees will be entitled to leave without loss of seniority for periods of illness or injury.

**ARTICLE 29 - HARASSMENT****29.1 Sexual Harassment**

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary with respect to an employee engaging in sexual harassment in the workplace.
- (b) Sexual harassment means verbal or physical behaviour of a sexual nature which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances. Such behaviour could include, but is not limited to:
- (1) touching, patting or other physical contact;
  - (2) leering or the making of sexual gestures;
  - (3) demands for sexual favours;
  - (4) verbal abuse or threats;
  - (5) unwanted sexual invitations;
  - (6) physical assault of a sexual nature;
  - (7) distribution or display of sexual or offensive pictures or material;
  - (8) unwanted questions or comments of a sexual nature;
  - (9) practical jokes of a sexual nature.
- (c) To constitute sexual harassment behaviour may be repeated or persistent or may be a single serious incident.
- (d) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (e) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

**29.2 Personal Harassment**

- (a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree that employees who engage in personal harassment may be disciplined.
- (b) Personal harassment means verbal or physical behaviour that is known or ought reasonably to be known to be abusive or offensive to another person and may be discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation. Such behaviour could include, but is not limited to:
- (1) physical threats or intimidation;
  - (2) words, gesture, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
  - (3) distribution or display of offensive pictures or materials.
- (c) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

**29.3 Harassment Complaint Procedure**

In the case of a complaint of either personal or sexual harassment, the following shall apply:

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six (6) months of the latest alleged occurrence directly to the Human Resources Manager of the Employer. Where the complaint is against the Human Resources Manager, it shall be submitted to the General Manager or other employer designate. Upon receipt of the written complaint, the Employer shall notify in writing the designated union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (g) below.
- (c) The Employer's designate shall investigate the complaint and shall submit their reports to the General Manager in writing within fifteen (15) days of receipt of the complaint. The General Manager shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue. The union staff representative, the complainant, and the respondent shall be apprised of the General Manager's resolution.
- (d) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (e) Pending determination of the complaint, the General Manager may take interim measures to separate the employees concerned if deemed necessary.
- (f) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the complainant may be transferred with his/her written consent.
- (g) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the General Manager's response, the Union will put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to;
- (1) dismiss the complaint; or
  - (2) determine the appropriate level of discipline to be applied to the harasser;
  - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (h) Disciplinary action taken against a harasser pursuant to this clause, shall not form the basis of a grievance.
- (i) Where the complaint is determined to be of a frivolous, vindictive, or vexatious nature, the Employer will take appropriate action which may include discipline.
- (j) This clause does not preclude an employee from filing a complaint under Section 8 of the BC *Human Rights Code*. A complaint of personal harassment or sexual harassment shall not form the basis of a grievance.
- (k) Complaints under this article shall be treated in strict confidence by all parties involved.

## ARTICLE 30 - JOB SECURITY

### 30.1 Return from Absence

Where an employee is absent from work because of a compensation claim, illness, annual vacation, leave of absence or any other authorised absence, the employee shall be returned to the job classification and the job duties with the same conditions that the employee had prior to such absence.

### **30.2 Continuation of Seniority Rights**

Employees shall not suffer loss of bargaining unit seniority rights or accumulation of same while away from work and covered by Workers' Compensation and/or authorized leave of absence.

## **ARTICLE 31 - MEDICAL EXAMINATIONS**

Where the Employer requires a medical examination, the Employer agrees to arrange for and pay for the medical examination to be taken during the employee's normal working hours without loss of regular straight-time pay.

The Employer must have just and reasonable cause to request an employee undergo a medical examination and the Employer must develop confidentiality standards specific to the process and consistent with the current legislation to protect the privacy of information shared.

## **ARTICLE 32 - WORK CLOTHING, LOCKERS AND TOOLS**

### **32.1 Supply of Uniforms**

Coveralls and a uniform appropriate to the summer season will be provided to all stock employees. CSA approved work gloves shall be provided for all stock employees.

### **32.2 Unconventional Mode of Dress**

Where an unconventional mode of dress or uniform is required by the Employer, it is agreed the dress or uniform shall not be such as to cause discomfort, ridicule or embarrassment to the employee and the employee has the right to refuse such dress or uniform without penalty or discipline. Such an employee will be assigned to another task or be permitted to wear the regularly provided uniform.

### **32.3 Return of Uniforms**

All employees that terminate their service with the Employer for any reason shall be required to return clothing and other equipment supplied by the Employer. If any employee fails to return such clothing and/or equipment supplied by the Employer, the value of such items, less depreciation, will be deemed to be a credit obligation owing to the Employer and shall be deducted from the employee's final paycheque.

### **32.4 Lockers and Employee Privacy**

(a) The Employer shall provide lockers within the building. Due to heightened security part-time employees shall empty their lockers at the end of each shift. Any locked/abandoned lockers will be opened by the Employer in the presence of the shop steward and the contents removed. The Employer and shop steward will make record of the contents removed and sign the record form. The shop steward will be provided with a record of the form.

(b) The Employer shall follow this procedure for abandoned lockers:

(1) Contents removed from abandoned lockers will be held by the Employer for thirty (30) days, during which time employees may claim property. Goods not claimed after thirty (30) days are sent to the BC Place East Airlock Lost and Found.

(2) The Employer does not accept any responsibility for any lost or stolen property from employee lockers.

(c) Regular part-time employees may on request be assigned a permanent locker which must be emptied upon termination of employment. Such requests shall not be unreasonably denied.

### **32.5 Damage to Personal Possessions**

Where an employee's personal possessions are damaged by a patron while performing his/her duties, the Employer shall pay current value, up to maximum of seventy-five dollars (\$75) or one hundred and twenty-five (\$125) for prescription glasses. Proper evidence regarding such damage may be required by the Employer and such possessions must be suitable for use while on duty. This provision shall not apply to articles of clothing.

### **32.6 Tools**

Appropriate work tools shall be supplied by the Employer.

### **32.7 Laundry Premium**

Where an employee is required to maintain, clean or repair work clothes, the employee shall receive a premium of one dollar and fifty cents (\$1.50) per shift in the first two (2) years of the Collective Agreement and one dollar and seventy-five cents (\$1.75) in the third (3<sup>rd</sup>) year of the Collective Agreement.

## **ARTICLE 33 - TERM OF AGREEMENT**

### **33.1 Term**

This Agreement shall be binding on the parties hereto and shall be effective from February 1, 2011 and remain in effect to midnight January 31, 2015.

### **33.2 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after September 30, 2014, but in any event not later than midnight January 1, 2015.
- (b) Where no notice is given by either party prior to January 1, 2015, both parties shall be deemed to have been given notice under this section on January 1, 2015.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the General Manager, Servomation Inc. at BC Place.
- (d) Where a party to this Agreement has given notice under Subsection (a) above, the parties shall, within ten (10) days after the notice was given or at such other times as may be mutually agreed, commence collective bargaining.
- (e) Where the parties agree to commence collective bargaining in accordance with the provisions of this article, this Agreement shall remaining full force and effect during the collective bargaining process.

### **33.3 Changes in Agreement**

Any change deemed necessary in this Agreement may be made by mutual agreement of the parties hereto at any item during the life of this Agreement.

- (a) The signing of this Agreement supersedes all other agreements and understandings between the parties hereto.
- (b) The parties hereto agree that the operation of Section 50(2) of the *Labour Code* of British Columbia is hereby excluded.

**SIGNED ON BEHALF  
OF THE UNION**

**SIGNED ON BEHALF  
OF THE EMPLOYER**

\_\_\_\_\_  
Darryl Walker  
President

\_\_\_\_\_  
Kevin McNamara  
Chief Financial Officer

\_\_\_\_\_  
Don Virstuk  
Bargaining Committee Chairperson

\_\_\_\_\_  
Michael Baker  
General Manager

\_\_\_\_\_  
Adam Blair  
Bargaining Committee Member

\_\_\_\_\_  
Paul McArdle  
Assistant General Manager

\_\_\_\_\_  
Pamela Black  
Bargaining Committee Member

\_\_\_\_\_  
Emma White  
Staffing Office Coordinator

\_\_\_\_\_  
Suzanne Carrier  
Bargaining Committee Member

\_\_\_\_\_  
Ryan Stone  
Executive Chef

\_\_\_\_\_  
Cheri Trewin  
Bargaining Committee Member

\_\_\_\_\_  
James Wilson  
Bargaining Committee Member

\_\_\_\_\_  
Lisa Trolland  
Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**APPENDIX A  
Classifications and Hourly Rates of Pay**

<b>Concessions/Classification</b>	<b>Feb 1/11</b>	<b>Feb 1/12</b>	<b>Feb 1/13</b>	<b>Feb 1/14</b>
Stand Leader/Commissary Leader	15.09	15.54	16.01	16.49
Cashier/Stand Cashier`	14.24	14.67	15.11	15.56
Concession Cook	14.17	14.59	15.03	15.48
Worker	12.89	13.28	13.68	14.09
<b>Catering/Classification</b>	<b>Feb 1/11</b>	<b>Feb 1/12</b>	<b>Feb 1/13</b>	<b>Feb 1/14</b>
Banquet Captain*	14.13	14.55	14.99	15.44
Bartender	15.65	16.12	16.60	17.10
Cashier*	14.24	14.67	15.11	15.56
Worker*	12.33	12.70	13.08	13.47
<b>Stock/Classification</b>	<b>Feb 1/11</b>	<b>Feb 1/12</b>	<b>Feb 1/13</b>	<b>Feb 1/14</b>
Worker	14.24	14.67	15.11	15.56
Beer Worker	16.04	16.52	17.02	17.53
<b>Kitchen Classification</b>	<b>Feb 1/11</b>	<b>Feb 1/12</b>	<b>Feb 1/13</b>	<b>Feb 1/14</b>
Sous Chef	21.09	21.72	22.37	23.04
Chef de Partie	18.98	19.55	20.14	20.74
Cook 1 (journeyman)	16.86	17.37	17.89	18.43
Cook 2	14.17	14.59	15.03	15.48
Concession /Culinary	14.17	14.59	15.03	15.48
Kitchen Worker	13.46	13.86	14.28	14.71

\* plus gratuity.

\*\* NOTE: Employees hired after the date of ratification will be paid a recruitment wage of ten percent (10%) less than the wage rate listed in Appendix A for the first one hundred (100) hours or twelve (12) consecutive calendar months, whichever occurs first.

After one hundred (100) hours of work or twelve (12) consecutive calendar months, whichever is applicable, the employee's rate will revert to the applicable wage rate in Appendix A, and the employee will be paid a retention bonus based on the difference between the wage rate listed in Appendix A and the recruitment wage effective from the initial date of hire.

\*\*\* Concession/Culinary – Current employees in the classification are red circled at \$14.17 until the rate catches up.

<b>Vendor Commission Payments:</b>	<b>Effective Feb 1/11</b>	<b>Effective Feb 1/12</b>	<b>Effective Feb1/13</b>	<b>Effective Feb/14</b>
Food and beverage Roving Vendors	16%	16%	16%	16%
Food and beverage Standing Vendors	12%	12%	12%	12%
<b>Premiums:</b>				
Banquet Captain Premium	\$1.80	\$1.80	\$1.80	\$1.80
Beer Worker Premium	\$1.80	\$1.80	\$1.80	\$1.80

\*\*\*NOTE: Vendor Commission Payments

**APPENDIX B**  
**Job Descriptions**

**Position Title:**           **STAND LEADER**

**Reporting To:**           ***ZONE SUPERVISOR***

**Responsibilities:**

Knowledge of cashroom procedures

- Stand Assignments
- Float Verification
- Cashier Material
- Must have Serving It Right

Ability to perform the following duties:

- Cash Drawer Allocation
- Cash Limits
- Overring Procedures
- Exchange Rates
- Traveller Cheques
- Transaction Audits
- Collect Cash from Stand Workers
- Deposits
- Closing Procedures
- Stand Closure
- Final Deposits

Stand Organization

- Stand Layout
- Displaying of Products
- Positional Charts
- Standsheet Information
- Non-Inventory Sheets
- Stand Leader Checklists
- Sanitation Checklist
- Timesheet Procedures
- POS Operational Manual
- Knowledge of proper food handling procedures

Event Stand Operations

- Opening/Closing Inventory Counts
- Prepare the stand with food and beverage items prior to opening
- Delegation of duties to stand workers
- Maintain adequate stock levels at all times
- Responsibility for the balancing of the stand
- Responsible for scheduling rest periods and meal periods for stand workers for the duration of the event.

Other related duties as required.

**Pre-Requisites:**

- Grade 12 education an asset
- Good communication and motivational skills
- Good leadership ability
- Thorough knowledge of Servomation, Inc. operations
- Ability to work well under pressure
- Must be able to work all Major Events
- Two (2) years experience with Servomation, Inc.

**Position Title:** CASHIER

**Reporting To:** *STAND LEADER/ZONE SUPERVISOR*

**Responsibilities:**

Knowledge of cashroom procedures

- Stand Assignments
- Float Verification
- Cashier Material

Ability to perform the following duties:

- Cash Drawer Allocation
- Cash Limits
- Overring Procedures
- Exchange Rates
- Traveller Cheques
- Transaction Audits
- Collect Cash from Stand Workers
- Deposits
- Closing Procedures
- Stand Closure
- Final Deposits

Stand Organization

- Stand Layout
- Displaying of Products
- Positional Charts
- Standsheet Information
- Non-Inventory Sheets
- Timesheet Procedures
- POS Operational Manual
- Knowledge of proper food handling procedures

Other related duties as required.

**Pre-Requisites:**

- Grade 12 education an asset
- Good communication and motivational skills
- Good leadership ability
- Thorough knowledge of Servomation, Inc. operations
- Ability to work well under pressure
- One (1) year experience with Servomation, Inc.

**Position Title:**           **STANDWORKER**

**Reporting To:**           ***STAND LEADER/ASSISTANT STAND LEADER/ZONE SUPERVISOR***

**Responsibilities:**

Ability to perform the following duties:

- Stand Organization
- Assists in the counting of inventory in the stand
- Assist in the overall preparation of the stand prior and during an Event
- General cleaning on a regular basis

Customer Service Position

- The selling of food and beverage items to the public at a specified price
- Greeting of the customer
- The proper use of the order pads and POS
- Responds in a professional manner in all situations
- Drink Position
- Back Counter Position
- Bussing

Cooking and Food Production

- Cooking and Storage of food items
- Complete working knowledge of all food service equipment
- Knowledge of proper food handling procedures

Liquor Control (19 years and older)

- Proper portion control
- Checking identification
- Refusing service
- Closing beer service procedures
- Must have Serving It Right

Other duties as required.

**Pre-Requisites:**

- Grade 12 education and past food service/customer service experience would be an asset
- Must be able to work all Major Events
- Good communication skills a must

**Position Title:**           **VENDOR – ROVING**

**Reporting To:**           ***ZONE SUPERVISOR***

**Responsibilities:**

- Sell items to the public by roving the Concourse and in the seating area at a specified price
- Respond in a professional manner in all situations
- Able to complete sales transactions quickly and efficiently
- Knowledge of proper food handling procedures
- Other duties as required

**Pre-Requisites:**

- Past food service/customer service would be an asset
- Must be able to work Major Events
- Good communication skills
- Energetic, enthusiastic and can sell food and beverage items to crowds
- Physically fit, capable of carrying food items for long periods of time

**Position Title:** **VENDOR – STANDING**

**Reporting To:** ***ZONE SUPERVISOR***

**Responsibilities:**

- Sell items to the public from stationary concourse location at a specified price
- Respond in a professional manner in all situations
- Able to complete sales transactions quickly and efficiently
- Knowledge of proper food handling procedures
- Other duties as required

**Pre-Requisites:**

- Past food service/customer service would be an asset
- Must be able to work Major Events
- Good communication skills
- Energetic, enthusiastic and can sell food and beverage items to crowds
- Physically fit, capable of carrying food items for long periods of time

**Position Title:** **STOCKWORKER**

**Reporting To:** ***WAREHOUSE SUPERVISOR OR CONCESSIONS MANAGER***

**Responsibilities:**

- Counting and stocking of food and beverage items in concession stands prior to stadium events
- Attending to and ensuring all stands are well stocked during events
- General clean-up, maintenance and sanitation of all Servomation's work areas
- Knowledge of proper food handling procedures
- Check and report that all equipment is in proper working order
- May be required to operate a forklift
- Other duties as required

**Pre-Requisites:**

- Previous stock or inventory control experience an asset
- Ability to work well without supervision
- Physically fit, capable of heavy lifting
- Must be able to work all Major Events

A Stockworker working on the beer system will earn an additional premium as set out in Appendix A when required to perform the following tasks:

- Operation of a forklift
- Assembly of required keg carts for beer portables
- Attending to and ensuring the problem free operation of all beer stands
- Cleaning of beer portables and beer lines

**Position Title:** BARTENDER

**Reporting To:** CATERING SUPERVISOR/CATERING DIRECTOR

**Responsibilities:**

The ability to perform the following duties:

- Complete setup of both a portable and stationary bar for operation
- Opening/Closing Inventory Counts
- Maintain adequate stock levels at all times
- Responsible for the balancing of the bar

**Liquor Control**

- Proper portion control
- Checking for proper identification
- Refusal of service
- Closing bar procedures
- The ability to work well under limited supervision
- Responding in a professional manner in all situations
- Knowledge of all products for stocking
- Other duties as required.
- Serving it Right

**Pre-Requisites:**

- Grade 12 education an asset
- Good customer service and cash handling skills
- Must have previous high volume bartender experience

**Position Title:** CATERING WORKER/WAITER/WAITRESS

**Reporting To:** CATERING SUPERVISOR/CATERING DIRECTOR

**Responsibilities:**

- Set up, serving and clean-up of stadium functions including banquets and private suites
- The ability to work well under limited supervision
- Responding in a professional manner in all situations
- Knowledge or proper food handling procedures
- Other duties as required.

**Pre-Requisites:**

- Grade 12 education an asset
- Previous waiter/waitress experience preferred
- Previous food service/customer service experience required
- Good communication skills a must
- Must be able to work all Major Events

**Position Title:** SOUS CHEF

**Reporting To:** EXECUTIVE CHEF

**Responsibilities:**

- Gives direction to all staff involved in preparing and cleaning of the food production area

- Is responsible for overall food production and efficient use of staff
- Performs administrative duties as required
- In the absence of the Chef, the Sous Chef is responsible for ordering the day-to-day supplies as well as the scheduling of staff in an efficient manner
- Other duties as required.

**Pre-Requisites:**

- Must have journeyman papers
- Must have previous supervisory experience
- The ability to develop and adhere to standard recipes
- Is knowledgeable in the operation of a large scale kitchen
- Ability to perform efficiently in a high pressure environment
- Must be able to work all Major Events

**Position Title:**           **COOK**

**Reporting To:**           ***EXECUTIVE CHEF***

**Responsibilities:**

- preparation of food for stadium functions
- Delegation of duties to kitchen assistants
- Delivery of food in a timely and high quality manner
- Responsible for cleaning kitchen and work areas
- Other duties as required

**Pre-Requisites:**

- Second level cooking school accreditation and/or five years previous experience in "*fast-food*" and varied menu operations is an asset
- Calm, well-organized under pressure
- Ability to work with a minimum of supervision
- Must be available for Major Events

**Position Title:**           **KITCHEN ASSISTANT**

**Reporting To:**           ***EXECUTIVE CHEF***

**Responsibilities:**

Preparation of food under the direction of the Executive Chef such as:

- The ability to assemble hot and cold hors-d'oeuvre trays
- Prepares food, following standard recipes and guidelines as set out by the Executive Chef
- The ability to read Event Orders and prepare the items listed
- Assists in a variety of kitchen duties including cleaning of all work areas
- Other duties as required.

**Pre-Requisites:**

- Previous food service experience is a must
- Ability to perform efficiently in a high volume environment
- Must be able to work all Major Events.

**Position Title:** KITCHEN WORKER

**Reporting To:** EXECUTIVE CHEF

**Responsibilities:**

- Preparation of food under the direction of the Executive Chef
- Assists in a variety of kitchen duties including cleaning of work areas
- Ability to operate an automatic dishwasher
- Must be available for major events
- The ability to prepare basic foods such as the slicing of vegetables
- Maintains the cleanliness of all cooking utensils in the kitchen and returns them to their proper storage in the kitchen
- Mopping of the kitchen floor
- Other duties as required.

**Pre-Requisites:**

- Previous food service experience an asset
- Ability to stand for long periods of time
- Temperament to perform efficiently during rush periods
- Must be able to work all Major Events

**Position Title:** BANQUET CAPTAIN (Lead Worker)

**Reporting To:** CATERING MANAGER OR SUPERVISOR

**Responsibilities:**

- Act in a lead position in Food and Beverage service aspects:
- set-up
- Execution
- Break-down of assigned functions
- Gives directions to staff in an assigned area
- Ensure company standards - procedures are achieved
- Perform daily administration duties in accordance with assigned function
- Participate in ongoing training of Standards and Procedures
- Other duties as required

**Pre-Requisites:**

- Basic knowledge of catering and banquet service
- Successfully complete in-house training program
- Ability to lead assigned portion of staff in completion of duties
- Ability to communicate with Management and staff
- Ability to perform duties

### LETTER OF UNDERSTANDING #1

The parties recognize that due to the specialized nature of the work performed on the grill/roastisserie/deep fryer, employees performing such work will be classified as Concession Cooks. Employees will be offered training for the Concession Cook seniority order. Once an employee has successfully completed the training he/she will be reclassified as a Concession Cook. An employee may elect to revert to his/her

former position and rate of pay, however once such election has been made the Employer will not be required to offer Concession Cook work to that employee unless there is a vacancy.

### **LETTER OF UNDERSTANDING #2**

In order to assist in the administration of the Collective Agreement, the Union agrees to assign one (1) shop steward to receive, review and forward all written correspondence or oral directions from the Employer to the appropriate members or the Union.

### **LETTER OF UNDERSTANDING #3 Tips and Service Charge (Gratuities)**

Tips will be distributed as follows:

- (1) Employees will be entitled to keep one hundred percent (100%) of their tips
- (2) The Employer will attempt pay tips by credit card or debit card to the employee at the end of the employee's shift.
- (3) If (2) is not possible, then the employee will be given a receipt noting the amount of the tips owed. The amount owed can be picked up at the amount of the tips owed. The amount owed can be picked up at the Employer's office after seven days from the event.
- (4) If a credit card or debt card will not take the charges, the employee will not receive the tip.

#### *Service Charge (Gratuities)*

Eighty percent (80%) of service charges levied by the Employer on customers/clients shall be paid as gratuities to employees. The Employer will retain the remaining amount of the service charge.

Gratuities will be distributed to the following classifications:

- (1) Banquet Captains;
- (2) Catering Workers;
- (3) Catering Cashier;
- (4) Stock (for banquets events only);
- (5) Kitchen (for banquets events only)

Gratuities will be calculated as follows:

Total Gratuities = Total Service Charges x 80%

Hourly Gratuities Rate = Total Gratuities divided by the Total number of eligible hours.

Employee's Gratuities = Hourly Gratuity rate x number of eligible hours worked by each employee.

### **MEMORANDUM OF AGREEMENT #1 Payroll Deductions**

An employee shall be entitled to have deductions from his or her salary assigned for the purchase of Canada Savings Bonds.